



Rizzetta & Company

# Trout Creek Community Development District

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**Board of Supervisors' Meeting  
July 17, 2024**

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

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

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

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

## **Board of Supervisors**

Mike McCollum  
Vincent Sajkowski  
Frank Murphy  
Ryan Stone  
Clint Wright

Chairman  
Vice Chairman  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

## **District Manager**

Melissa Dobbins

Rizzetta & Company, Inc.

## **District Counsel**

Katie Buchanan

Kutak Rock LLP

## **District Engineer**

Brad Davis  
Matt Melchiori

Prosser Inc.

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors  
Trout Creek Community  
Development District

July 10, 2024

## FINAL AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **July 17, 2024 at 3:00 p.m.** located at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

**1. CALL TO ORDER / ROLL CALL**

**2. AUDIENCE COMMENTS ON AGENDA ITEMS**

**3. BUSINESS ADMINISTRATION**

- A. Consideration of the Minutes of the Board of Supervisors' Meeting held on June 19, 2024...Tab 1
- B. Ratification of the Operation and Maintenance Expenditures for June 2024.....Tab 2
- C. Acceptance of Arbitrage Rebate Report Series 2015, activity through January 31, 2024.....Tab 3
- D. Continued Discussion on Investments

**4. STAFF REPORTS**

- A. District Counsel.....Tab 4
  - 1.) Discussion on Recently Enacted 2024 Legislation to Adopt Goals & Objectives
- B. District Engineer
  - 1.) Stormwater Outfall Repair Update
- C. Construction Administrator
- D. Landscape Reports
  - 1.) Phase 1 – The Greenery.....Tab 5
    - i.) Consideration of Proposal to Install Gravel
  - 2.) Phase 2 – Tree Amigos.....Tab 6
    - i.) Consideration of Sod Replacement Proposal on Tilden Court
    - ii.) Consideration of Replacing Broken Box on Shearwater Parkway
    - iii.) Consideration of Proposal for Audit at Amenity Center
  - 3.) Phase 3 – Prestige.....Tab 7
- E. Charles Aquatics Service Report .....Tab 8
- F. General Manager.....Tab 9
  - 1.) Update on Landscape/Irrigation Remediation
  - 2.) June Item Sales Report
  - 3.) June Category Sales Report
- G. District Manager

**5. BUSINESS ITEMS**

- A. Consideration of FPL LED Lighting Agreement Phase 3D.....Tab 10
- B. Consideration of Shearwater Phase 3H – Roadway Easement.....Tab 11
- C. Update to CDD/HOA Water Utility Cost Share Agreement.....Tab 12
- D. Discussion Regarding Request for District Engineer Proposals

**6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**

**7. ADJOURNMENT**

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

Yours kindly,

*Melissa Dobbins*

District Manager

# **Tab 1**

MINUTES OF MEETING

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

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

The meeting of the Board of Supervisors of Trout Creek Community Development District was held on June 19, 2024, at 3:00 p.m. at The Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

Present and constituting a quorum:

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

Also present were:

- Melissa Dobbins District Manager, Rizzetta & Co., Inc.
Scott Brizendine Vice President, Rizzetta & Co., Inc. (speakerphone)
Katie Buchanan District Counsel, Kutak Rock, LLP
Jeremy Loar First Service Residential
Belynda Tharpe General Manager, First Service Residential
Chris Kenny Account Manager, Prestige
Zach Higginbotham Account Manager, The Greenery
Kyle Carasea Division Manager, Tree Amigos
David Roane Construction Administrator

Members of the public present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. McCollum called the meeting to order at 3:07 p.m.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

Comments and questions were made on topics regarding investment options, café sales and swim team summer program.

51 **THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of  
the Board of Supervisors' Meeting  
held on May 15, 2024**

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On a motion by Mr. Murphy, seconded by Mr. Stone, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held on May 15, 2024, for Trout Creek Community Development District.

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56 **FOURTH ORDER OF BUSINESS**

**Ratification of the Operation  
and Maintenance Expenditures  
for May 2024**

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On a motion by Mr. Stone, seconded by Mr. Murphy, with all in favor, the Board ratified the Operation & Maintenance Expenditures for May 2024, in the amount of \$293,586.10, for Trout Creek Community Development District.

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61 **FIFTH ORDER OF BUSINESS**

**Acceptance of Annual Audit  
Report, Fiscal Year Ending  
September 2023**

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65 Mr. Murphy noted he didn't have time to review.

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On a motion by Mr. Stone, seconded by Mr. McCollum, opposed by Mr. Murphy and Mr. Sajkowski, the Board accepted the Annual Audit Report, Fiscal Year Ending September 2023, for Trout Creek Community Development District.

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68 **SIXTH ORDER OF BUSINESS**

**Discussion Regarding Interest  
Income Options**

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Mr. Brizendine reviewed investment options with the Board behind Tab 4.

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Mr. Brizendine reviewed that these ICS accounts allows the one host bank to invest the funds in multiple banks so that the Districts have FDIC protection for all the money invested in the ICS.

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After discussion, the Board directed District Management to open ICS accounts with Valley Bank at 4%.

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On a motion by Mr. Stone, seconded by Mr. Murphy, with all in favor, the Board directed District Management to open ICS accounts with Valley Bank at 4%, for Trout Creek Community Development District.

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It was later confirmed that one account will be for the General Fund/Operating Fund at an approximate amount of \$1,300,00.00, subject to what is available after the insured \$250,000.00, which will remain in the checking account. A second ICS account will be opened for the Reserve Funds, approximate amount of \$720,000.00.

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On a motion by Mr. Stone, seconded by Mr. Wright, with all in favor, the Board approved moving forward with the disbursement of funds as discussed between the checking account and the ICS accounts, for Trout Creek Community Development District.

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**SEVENTH ORDER OF BUSINESS**

**Consideration of CDD/HOA  
Water Utility Cost Share  
Agreement**

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Ms. Buchanan updated the Board that she is still working on the final document and will have the HOA review and Mr. Roane will assist with the specific meters that will be included in the exhibit as part of this cost share. She requests the Board to approve staff to move forward with this draft to then review again at a future meeting.

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On a motion by Mr. Stone, seconded by Mr. Murphy, with all in favor, the Board authorized staff to move forward to finalize the Water Utility Cost Share Agreement with the HOA to bring back at a future meeting, for Trout Creek Community Development District.

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*The Board moved to Agenda item 5A.*

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**EIGHTH ORDER OF BUSINESS**

**Consideration of Fitness  
Equipment Proposal(s)**

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Kelly Spivy with LIV Fitness reviewed purchase and lease options behind Tab 10 for new fitness equipment. After discussion, the Board approved to purchase the strength equipment for \$20,511.00 and to lease the cardio equipment worth \$127,070.00 for a monthly payment of \$2,738.00.

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On a motion by Mr. Wright, seconded by Mr. Murphy, with all in favor, the Board approved to purchase the strength equipment for \$20,511.00 and to lease the cardio equipment worth \$127,070.00 for a monthly payment of \$2,738.00, for Trout Creek Community Development District.

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On a motion by Mr. McCollum, seconded by Mr. Stone, with all in favor, the Board also approved the updated Preventative Maintenance Agreement behind Tab 10 for \$275.00/month, for Trout Creek Community Development District.

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Ms. Spivy updated the Board the fitness room might be shut down for about one week and should be able to get everything installed by September.

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*The Board moved to Agenda item 4A.*

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**NINTH ORDER OF BUSINESS****Staff Reports****A. District Counsel**

Ms. Buchanan updated the Board that she is corresponding with VerdeGo's counsel regarding their outstanding matters and will keep the Board updated once she has more information.

**B. District Engineer****1.) Stormwater Outfall Repair Update**

After discussion, the Board directed Ms. Buchanan to provide Prosser their questions on the report and recommendations and request they attend their continued meeting that will be scheduled next week. If Prosser could not attend the continued meeting, to then request they attend a special meeting on July 10<sup>th</sup> to review this matter further.

**C. Construction Administrator**

Mr. McCollum updated the Board that the back entrance will open once the contractor secures the site. He also stated FPL wanted another \$600,000.00 from the developer, which was paid, and the light should be moved by the end of the year, pending weather. Lastly, he noted that the Shearwater Parkway 16 design is in the permitting stage.

**D. Landscape Reports****1.) Phase 1 – The Greenery**

Mr. Higginbotham stated they are working closely with Bryce with Tree Amigos regarding the irrigation repairs and trying to keep pressure level up.

Mr. Wright noted that due to majority of the repairs now made in Phase 1 he recommended the Board to allow staff to move forward when ready with some of the Phase 1 remediation landscape proposals that Greenery presented and has updated, (Exhibit A).

On a motion by Mr. Murphy, seconded by Mr. Stone, with all in favor, the Board also approved The Greenery's proposal for DD Blanchard Magnolia Replacement in the amount of \$2,295.00, and The Greenery's proposal for the Main Entrance, (without the Jasmine), for a revised total of \$12,291.75., for Trout Creek Community Development District.

**2.) Phase 2 - Tree Amigos****a.) Consideration of Proposal to Replace Broken Oak Trees**

Ms. Tharpe noted that the proposal behind Tab 6 will be handled and was due to a vehicle accident. She will continue to work with the vehicle owner and/or their insurance for the District to get recouped for this cost to replace the trees.



**3.) Phase 3 – Prestige**

Mr. Kenney reviewed the report behind Tab 7.

**E. Charles Aquatics Service Report****1.) Shearwater Pillars Report**

Mr. Wright requested that Mr. Loar turn off the entrance column fountains when the water level is low so they don't burn out. Mr. Sajkowski also requested staff to confirm that Mr. Charles is now able to come to the July meeting.

**F. General Manager****1.) Update on Landscape/Irrigation Remediation**

The Board was updated that 47 out of the 98 zones in Phase 1 are working, but a few still need to be fully inspected. Ms. Buchanan requested that these repairs need to be separated to confirm what VerdeGo was responsible for or what were issues before they started to maintain the area.

**2.) Update on Outpost Vandalism & Options**

Ms. Tharpe reviewed vandalism damage that occurred at the Outpost and stated that there were 3 minors that live in the District, 1 minor that lives outside the District and 1 unknown that were present when this damage occurred. She is aware that 2 of the minors that live in the District were part of the destruction.

Ms. Buchanan recommended the following steps: trespass warning to the non-resident, require the District be made financially whole, resident minors would have a 60-day suspension once it was confirmed if the unknown person is a resident or non-resident.

On a motion by Mr. Stone, seconded by Mr. Murphy, with all in favor, the Board approved staff to move forward with Ms. Buchanan's recommendations as stated above, for Trout Creek Community Development District.

**3.) Square Report****4.) Sales Summary (Income/Profit)****5.) Café Sales by Item (Income/Expense)**

It was noted that there are no issues to report regarding the Swim Team Program.

Ms. Tharpe also reminded the Board that fobs will be turned off by July 1<sup>st</sup> if someone has not re-registered. Also, FSR is going to provide a Quality Assurance Inspection to review the facilities.

207 Mr. Loar noted he is working on getting a proposal for the landscape lighting at the  
208 roundabout.

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210 **G. District Manager**

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

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214 Ms. Dobbins updated the Board that the HOA contribution of \$131,000.00 was received  
215 and should be noted in the May financials.

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217 Budget workshop on July 10<sup>th</sup> at 10:00 a.m.

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219 **TENTH ORDER OF BUSINESS**

**Consideration of FPL LED  
Lighting Agreement**

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On a motion by Mr. Stone, seconded by Mr. McCollum, with all in favor, the Board approved the FPL LED Lighting Agreement Phase 3H, for Trout Creek Community Development District.

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223 **ELEVENTH ORDER OF BUSINESS**

**Ratification of Kayak Club A/C  
Repair**

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On a motion by Mr. Murphy, seconded by Mr. Stone, with all in favor, the Board ratified and directed staff to use Reserve Funds for the A/C replacement in the amount of \$14,390.00, for Trout Creek Community Development District.

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227 **TWELFTH ORDER OF BUSINESS**

**Discussion Regarding Parking at  
the Kayak Club & Pre-Application  
with SJC Development Review  
Division of Growth Management  
Department**

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233 Ms. Tharpe stated this could be a starting point for this matter to get reviewed by the county.

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On a motion by Mr. Stone, seconded by Mr. Wright, with all in favor, the Board approved Staff to complete the application with the county, for Trout Creek Community Development District.

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236 **THIRTEENTH ORDER OF BUSINESS**

**Discussion Regarding Weekend  
Trolley Service**

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239 Ms. Tharpe said she will need the trolley services most likely for July 4<sup>th</sup>, but will then  
240 monitor the need afterwards.

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244 **FOURTEENTH ORDER OF BUSINESS** **Consideration of Shearwater Phase**  
245 **3G - Roadway Easement**  
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On a motion by Mr. Stone, seconded by Mr. McCollum, with all in favor, the Board approved Shearwater Phase 3G – Roadway Easement, for Trout Creek Community Development District.

247 **FIFTEENTH ORDER OF BUSINESS** **Consideration of Prestige Renewal**  
248 **Agreement (through warranty**  
249 **period)**  
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251 Ms. Buchanan reviewed that this agreement would keep Prestige’s service on-going through  
252 their warranty period.  
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On a motion by Mr. Stone, seconded by Mr. Wright, with all in favor, the Board approved Prestige Renewal Agreement, (through warranty period), for Trout Creek Community Development District.

255 **SIXTEENTH ORDER OF BUSINESS** **Consideration of Charles Aquatics**  
256 **Management Agreement for Ponds**  
257 **29A & 29B**  
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On a motion by Mr. Stone, seconded by Mr. McCollum, with all in favor, the Board approved Charles Aquatics Management Agreement for Ponds 29A & 29B, for Trout Creek Community Development District.

260 **SEVENTEENTH ORDER OF BUSINESS** **Supervisor Requests & Audience**  
261 **Comments**  
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263 **Supervisor Requests**  
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265 Mr. Murphy requested the Board consider bidding out District Engineer services. After  
266 discussion, the Board directed staff to publish an ad for District Engineer services for  
267 specific projects and meetings and Prosser will continue to handle construction related  
268 items.  
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On a motion by Mr. Murphy, seconded by Mr. Wright, with all in favor, the Board directed staff to publish an ad to request District Engineer services for specific projects and meetings and Prosser will continue to handle construction related items, for Trout Creek Community Development District.

271 Mr. Wright requested staff review damage possibly done by an AT&T contractor to District  
272 property.  
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**Audience Comments**

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Comments/questions were made on topics regarding an update on the new amenity fence, back entrance delays in opening, pond levels being low, Board's approval to lease fitness equipment, recommendation to review security cameras to enforce policies and concerns with adults not following rules at the facilities.

**EIGHTEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Stone, seconded by Mr. Murphy, with all in favor, at 6:16 p.m., the Board continued the meeting until July 10, 2024 at 10:00 a.m., for Trout Creek Community Development District.

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Secretary /Assistant Secretary

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Chairman / Vice Chairman

DRAFT

# **Exhibit A**

# Work Order Proposal



**Proposal Date:** 4/4/2024  
**Proposal Work Order #:** 65302  
**Prepared By:** ZACHARY HIGGINBOTHAM

**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:** 904-436-6270 ext 0034

## DD Blanchard Magnolia Replace

Proposal is to pull out existing stump and install a new tree. Price includes install, clean up, water bag and staking.

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE	TOTAL PRICE
<b>Planting</b>					<b>\$2,295.00</b>
Magnolia 'DD Blanchard' - 3.75" Caliper - 13-15'	1.00	14-16 FT	\$2,295.00	\$2,295.00	
<b>Total for Work Order #65302</b>					<b>\$2,295.00</b>

# TERMS & CONDITIONS

1. Deposit. A 30% Deposit is required prior to commencement of work.
2. Proposal Pricing. This bid is valid for 30 days from proposal date unless otherwise approved by the Greenery, Inc.
3. Plant Guarantee. The Greenery, Inc. guarantees all plantings we supply and install for one year that are covered under an automated irrigation system and maintained under a continuous maintenance agreement by the Greenery, Inc.. This guarantee does not apply to plants that are lost due to abuse, vandalism, animals, fire, lightning, hail, vehicular damage, freeze, neglect, nor Acts of God.
4. Exclusions. Transplanted materials, annuals and flowers, plants in pots and planters, and all types of Sod are EXCLUDED from the Plant Guarantee.
5. Deer. Damage to or loss of plants due to deer is not covered by any guarantee, expressed or implied. The Greenery, Inc. makes every effort to use deer resistant material; however, due to the increase in their population and their changing habits, the Greenery, Inc. is not responsible for any resultant damage.
6. Tree Work. Stumps from tree removal will be cut to within approximately twelve inches above ground level. Stump grinding or removal is not included unless otherwise specified in this proposal. Wood will be left on the premises where lowered and dropped and will be cut into firewood length (approximately 16 to 24 inches lengthwise) unless specified otherwise in this proposal. Splitting, moving or hauling of wood or wood chips will be performed only if specifically stated in this proposal.
7. Utility Locates. The Greenery Inc. will call in the utility locates before starting the job. It is the responsibility of the Client/Owner to call in any private utilities that are outside normal location utilities. The Greenery Inc. is not responsible for damage to underground irrigation lines, wiring, pipes, utilities, invisible fencing, or lighting systems whose locations are not properly marked.
8. Irrigation Pricing. The existing automated irrigation system is checked at new landscaping areas, adjusted for proper coverage and broken heads and nozzles are replaced as needed. Irrigation adjustments, repairs and additions are billed on a Labor and Materials basis. Labor Rate is \$ 75 / hour. Any irrigation prices included in this bid are an estimation only.
9. New Construction Irrigation Installation. Sleeves under roads and sidewalks must be accurately marked and no deeper than 4 feet below surface grade. A water source must be provided by Client/Owner/Developer prior to commencement of irrigation installation. Any temporary irrigation pipe that needs to be installed to access water source, will be billed in addition. The connection of the backflow device to the water meter is the responsibility of the Client/Owner.
10. Drainage. Any drainage installation is meant to improve conditions, but does not guarantee a complete elimination of issues. Standing water, puddling, saturated soils and washouts may still occur. Additional work may be needed after initial work is completed. Standing water for up to 48 hours after a significant rainfall is typical for the Lowcountry.
11. Access to Jobsite. Client/Owner is to provide all utilities to perform the work. Client/Owner will furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for the performance of the work.
12. Invoicing. Client/Owner will make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event that the completion of work requires more than thirty (30) days, a progress bill will be presented by month end and will be paid within fifteen (15) days upon receipt of invoice.
13. Disclaimer. This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time the proposal was prepared. The price quoted in this proposal for the work described is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering and/or certified landscape architectural design services are not included in this agreement and are not provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.



14. Promotional Clause. The client hereby assigns the Contractor the irrevocable and unrestricted right to use and publish photographs of the work performed for editorial, trade, advertising, educational and any other purpose in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The Client releases all claim to profits that may arise from use of images.

15. Payment. All unpaid balances over 30 days from date of invoice will be subject to the maximum finance charge allowable by law. The Greenery will be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year) or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing. Failure to make payment when due for completed work may result in a mechanic's lien on the title of your property. Credit card payments are subject to a 3% processing fee.

**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:** 904-436-6270 ext 0034

**Proposal Date:** 4/4/2024  
**Proposal Work Order #:** 65302  
**Prepared By:** ZACHARY HIGGINBOTHAM

**Total: \$2,295.00**

**By** ZACHARY HIGGINBOTHAM  
\_\_\_\_\_  
**Date** ZACHARY HIGGINBOTHAM  
4/4/2024  
\_\_\_\_\_  
**The Greenery, Inc.**

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

# Work Order Proposal



**Proposal Date:** 4/4/2024  
**Proposal Work Order #:** 65318  
**Prepared By:** ZACHARY HIGGINBOTHAM

**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:** 904-436-6270 ext 0034

## Main Entrance Replacements

Main entrance Islands Cleanup and Plant replacement. Up to School Entrance

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE
<b>Plantings</b>				
Ilex 'Schillings Dwarf' - 7 Gal	13.00	7 Gallon	\$67.25	\$874.25
Ligustrum 'Jack Frost' - 7 Gal	28.00	7 Gallon	\$56.35	\$1,577.80
Podocarpus 'Pringles Dwarf' - 3 Gal	8.00	3 Gallon	\$27.15	\$217.20
Asiatic Jasmine - 1 Gal	225.00	1 Gallon	\$5.84	\$1,314.00
Perennial Peanut - 1 Gal	350.00	1 Gallon	\$8.35	\$2,922.50
Bed Prep, Install, Clean Up	100.00	HR	\$67.00	\$6,700.00
<b>Total for Work Order #65318</b>				<b>\$13,605.75</b>

# TERMS & CONDITIONS

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3. Plant Guarantee. The Greenery, Inc. guarantees all plantings we supply and install for one year that are covered under an automated irrigation system and maintained under a continuous maintenance agreement by the Greenery, Inc.. This guarantee does not apply to plants that are lost due to abuse, vandalism, animals, fire, lightning, hail, vehicular damage, freeze, neglect, nor Acts of God.
4. Exclusions. Transplanted materials, annuals and flowers, plants in pots and planters, and all types of Sod are EXCLUDED from the Plant Guarantee.
5. Deer. Damage to or loss of plants due to deer is not covered by any guarantee, expressed or implied. The Greenery, Inc. makes every effort to use deer resistant material; however, due to the increase in their population and their changing habits, the Greenery, Inc. is not responsible for any resultant damage.
6. Tree Work. Stumps from tree removal will be cut to within approximately twelve inches above ground level. Stump grinding or removal is not included unless otherwise specified in this proposal. Wood will be left on the premises where lowered and dropped and will be cut into firewood length (approximately 16 to 24 inches lengthwise) unless specified otherwise in this proposal. Splitting, moving or hauling of wood or wood chips will be performed only if specifically stated in this proposal.
7. Utility Locates. The Greenery Inc. will call in the utility locates before starting the job. It is the responsibility of the Client/Owner to call in any private utilities that are outside normal location utilities. The Greenery Inc. is not responsible for damage to underground irrigation lines, wiring, pipes, utilities, invisible fencing, or lighting systems whose locations are not properly marked.
8. Irrigation Pricing. The existing automated irrigation system is checked at new landscaping areas, adjusted for proper coverage and broken heads and nozzles are replaced as needed. Irrigation adjustments, repairs and additions are billed on a Labor and Materials basis. Labor Rate is \$ 75 / hour. Any irrigation prices included in this bid are an estimation only.
9. New Construction Irrigation Installation. Sleeves under roads and sidewalks must be accurately marked and no deeper than 4 feet below surface grade. A water source must be provided by Client/Owner/Developer prior to commencement of irrigation installation. Any temporary irrigation pipe that needs to be installed to access water source, will be billed in addition. The connection of the backflow device to the water meter is the responsibility of the Client/Owner.
10. Drainage. Any drainage installation is meant to improve conditions, but does not guarantee a complete elimination of issues. Standing water, puddling, saturated soils and washouts may still occur. Additional work may be needed after initial work is completed. Standing water for up to 48 hours after a significant rainfall is typical for the Lowcountry.
11. Access to Jobsite. Client/Owner is to provide all utilities to perform the work. Client/Owner will furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for the performance of the work.
12. Invoicing. Client/Owner will make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event that the completion of work requires more than thirty (30) days, a progress bill will be presented by month end and will be paid within fifteen (15) days upon receipt of invoice.
13. Disclaimer. This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time the proposal was prepared. The price quoted in this proposal for the work described is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering and/or certified landscape architectural design services are not included in this agreement and are not provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. Promotional Clause. The client hereby assigns the Contractor the irrevocable and unrestricted right to use and publish photographs of the work performed for editorial, trade, advertising, educational and any other purpose in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The Client releases all claim to profits that may arise from use of images.

15. Payment. All unpaid balances over 30 days from date of invoice will be subject to the maximum finance charge allowable by law. The Greenery will be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year) or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing. Failure to make payment when due for completed work may result in a mechanic's lien on the title of your property. Credit card payments are subject to a 3% processing fee.

**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:** 904-436-6270 ext 0034

**Proposal Date:** 4/4/2024  
**Proposal Work Order #:** 65318  
**Prepared By:** ZACHARY HIGGINBOTHAM

**Total: \$13,605.75**

**By** ZACHARY HIGGINBOTHAM  
\_\_\_\_\_  
**Date** ZACHARY HIGGINBOTHAM  
4/4/2024  
\_\_\_\_\_  
**The Greenery, Inc.**

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

# Work Order Proposal



**Proposal Date:** 3/8/2024  
**Proposal Work Order #:** 63728  
**Prepared By:** ZACHARY HIGGINBOTHAM

**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:** 904-436-6270 ext 0034

## Sod at Yoga Lawn Replacement

Replace 1 pallet of Bermuda sod at Tennis Court area.

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE
<b>Sod Replacement</b>				
Bermuda 419 Sod	450.00	SF	\$1.89	\$850.43
<b>Total for Work Order #63728</b>				<b>\$850.43</b>

# TERMS & CONDITIONS

1. Deposit. A 30% Deposit is required prior to commencement of work.
2. Proposal Pricing. This bid is valid for 30 days from proposal date unless otherwise approved by the Greenery, Inc.
3. Plant Guarantee. The Greenery, Inc. guarantees all plantings we supply and install for one year that are covered under an automated irrigation system and maintained under a continuous maintenance agreement by the Greenery, Inc.. This guarantee does not apply to plants that are lost due to abuse, vandalism, animals, fire, lightning, hail, vehicular damage, freeze, neglect, nor Acts of God.
4. Exclusions. Transplanted materials, annuals and flowers, plants in pots and planters, and all types of Sod are EXCLUDED from the Plant Guarantee.
5. Deer. Damage to or loss of plants due to deer is not covered by any guarantee, expressed or implied. The Greenery, Inc. makes every effort to use deer resistant material; however, due to the increase in their population and their changing habits, the Greenery, Inc. is not responsible for any resultant damage.
6. Tree Work. Stumps from tree removal will be cut to within approximately twelve inches above ground level. Stump grinding or removal is not included unless otherwise specified in this proposal. Wood will be left on the premises where lowered and dropped and will be cut into firewood length (approximately 16 to 24 inches lengthwise) unless specified otherwise in this proposal. Splitting, moving or hauling of wood or wood chips will be performed only if specifically stated in this proposal.
7. Utility Locates. The Greenery Inc. will call in the utility locates before starting the job. It is the responsibility of the Client/Owner to call in any private utilities that are outside normal location utilities. The Greenery Inc. is not responsible for damage to underground irrigation lines, wiring, pipes, utilities, invisible fencing, or lighting systems whose locations are not properly marked.
8. Irrigation Pricing. The existing automated irrigation system is checked at new landscaping areas, adjusted for proper coverage and broken heads and nozzles are replaced as needed. Irrigation adjustments, repairs and additions are billed on a Labor and Materials basis. Labor Rate is \$ 75 / hour. Any irrigation prices included in this bid are an estimation only.
9. New Construction Irrigation Installation. Sleeves under roads and sidewalks must be accurately marked and no deeper than 4 feet below surface grade. A water source must be provided by Client/Owner/Developer prior to commencement of irrigation installation. Any temporary irrigation pipe that needs to be installed to access water source, will be billed in addition. The connection of the backflow device to the water meter is the responsibility of the Client/Owner.
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**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:** 904-436-6270 ext 0034

**Proposal Date:** 3/8/2024  
**Proposal Work Order #:** 63728  
**Prepared By:** ZACHARY HIGGINBOTHAM

**Total: \$850.43**

**By** ZACHARY HIGGINBOTHAM  
**Date** ZACHARY HIGGINBOTHAM  
3/8/2024  
**The Greenery, Inc.**

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

# Work Order Proposal



**Proposal Date:** 4/4/2024  
**Proposal Work Order #:** 65307  
**Prepared By:** ZACHARY HIGGINBOTHAM

**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:** 904-436-6270 ext 0034

## Parking Lot Islands - Perennial Peanut

There are 11 Oak parking lot island at the clubhouse. All are about 11x16'. Install Perennial Peanut in each of them on 8" Centers.

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE	TOTAL PRICE
<b>Parking Island- Perennial Peanut install</b>					<b>\$14,875.00</b>
Perennial Peanut - 1 Gal	1,300.00	1 Gallon	\$8.35	\$10,855.00	
Bed Prep, Install, Clean Up	60.00	HR	\$67.00	\$4,020.00	
<b>Total for Work Order #65307</b>					<b>\$14,875.00</b>



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**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:** 904-436-6270 ext 0034



**Proposal Date:** 4/4/2024  
**Proposal Work Order #:** 65307  
**Prepared By:** ZACHARY HIGGINBOTHAM



**Total: \$14,875.00**


**By** ZACHARY HIGGINBOTHAM  
\_\_\_\_\_  
**Date** ZACHARY HIGGINBOTHAM  
4/4/2024  
\_\_\_\_\_  
**The Greenery, Inc.**

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



 - P. Peanut  
 - Podocarpus Pringles

 - Jasmine Fill in  
 - Schilling Fill in

 - Jack Frost

## **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](http://troutcreekcdd.org)

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

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2024 through June 30, 2024. This does not include expenditures previously approved by the Board.

The total items being presented:        **\$321,390.24**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

June 1, 2024 Through June 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
10-S Tennis Supply & Dinkshot Pickleball	101124	164591	Tennis Court Maintenance 06/24	\$ 918.33
Absolute Animal Control	101121	0118	Raccoon Trapping 05/24	\$ 800.00
AMTEC	101106	6419-06-24	Capital Improvement Revenue Bonds Series 2015 06/24	\$ 450.00
Apartment Fire Extinguisher Services, Inc.	101114	107595	Recharge ABC F/E 5# 05/24	\$ 305.00
AT&T	20240616-01	151561791 06/24 Autopay	Internet Services 06/24	\$ 32.10
AT&T	20240616-02	299942543 06/24 Autopay	Internet Services 06/24	\$ 32.10
AT&T	20240629-01	323382736 06/24 Autopay	TV & Internet Services 06/24	\$ 134.30
AT&T	20240630-01	324079257 06/24 Autopay	Phone & Internet Services 06/24	\$ 169.37
Buster's Cleaning Service	101122	126	Janitorial Services 06/24	\$ 1,600.00
Charles Aquatics, Inc.	101100	50838	Fountain Maintenance 06/24	\$ 400.00
Charles Aquatics, Inc.	101100	50977	Pond Maintenance 06/24	\$ 3,279.00
Cronin Ace Hardware	101123	Monthly Summary 05/24 ACH 324	Miscellaneous Supplies 05/24	\$ 205.03
Crystal Rodriguez	101111	061124 Fourth of July	Face Painters for Fourth of July 06/24	\$ 720.00
Deputy Services	20240603-01	731592 ACH	Deputy Services 05/24/24	\$ 231.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

June 1, 2024 Through June 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Deputy Services	20240603-02	731769 ACH	Deputy Services 05/24/24	\$ 187.69
Deputy Services	20240603-03	732258 ACH	Deputy Services 05/25/24	\$ 288.75
Deputy Services	20240603-05	732465 ACH	Deputy Services 05/25/24	\$ 173.25
Deputy Services	20240603-04	733186 ACH	Deputy Services 05/26/24	\$ 288.75
Deputy Services	20240603-06	733786 ACH	Deputy Services 05/27/24	\$ 409.50
Deputy Services	20240607-01	737093 ACH	Deputy Services 05/31/24	\$ 173.25
Deputy Services	20240607-02	738044 ACH	Deputy Services 06/01/24	\$ 173.25
Deputy Services	20240624-01	742478 ACH	Deputy Services 06/07/24	\$ 177.87
Deputy Services	20240624-02	743251 ACH	Deputy Services 06/08/24	\$ 174.40
EZ Event Ride Inc.	101094	01 Kayak Club	Trolley Services 05/24-06/24	\$ 7,150.00
First Place Fitness Equipment, Inc	101112	40143	Flex Disinfectant Wipes 05/24	\$ 359.88
First Place Fitness Equipment, Inc	101109	40367	Flex Disinfectant Wipes 05/24	\$ 359.88
First Place Fitness Equipment, Inc	101112	WO-42967	Service Call 05/24	\$ 149.95
FirstService Residential Florida, Inc.	101107	10977756	Management Fee - Phone Allowance 06/24	\$ 1,725.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

June 1, 2024 Through June 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
FirstService Residential Florida, Inc.	101107	10979116	Management Services 05/18/24-05/31/24	\$ 22,763.05
FirstService Residential Florida, Inc.	101126	10980269	Management Services 06/01/24-06/14/24	\$ 24,524.10
Florida Department of Agriculture and Customer Service	20240603-01	374877 ACH	Food Permit 1497001781 2025	\$ 440.50
Florida Department of Health in St. Johns County	101101	55-BID-7237164	Swimming Pools Permit 55-60-1592213 06/24	\$ 225.00
Florida Department of Health in St. Johns County	101101	55-BID-7237165	Swimming Pools Permit 55-60-1592216 06/24	\$ 225.00
Florida Department of Health in St. Johns County	101101	55-BID-7237278	Swimming Pools Permit 55-60-1592207 06/24	\$ 225.00
Florida Department of Revenue	20240613-01	65-8017062725-9 05/24 ACH	65-8017062725-9 Sales & Use Tax 05/24	\$ 877.83
Florida Janitor & Paper Supply	101110	372142	Janitorial Supplies 06/24	\$ 351.18
Florida Janitor & Paper Supply	101127	372278	Janitorial Supplies 06/24	\$ 38.28
Florida Natural Gas	101108	1038128ES	Natural Gas Services 05/24	\$ 9.71
Florida Power & Light Company	20240604-01	03602-11429 04/24 Autopay	38 Rosemont Dr 04/24	\$ 35.75
Florida Power & Light Company	20240628-01	06081-09518 05/24 Autopay	315 Rosemont Dr #IRR 05/24	\$ 27.28
Florida Power & Light Company	20240625-01	39473-03305 05/24 Autopay	25 Ridgewind Dr #LTG 05/24	\$ 52.96
Florida Power & Light Company	20240628-02	49571-83074 05/24 Autopay	204 Chalet Ct #IRR 05/24	\$ 25.66



# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

June 1, 2024 Through June 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Power & Light Company	20240628-03	92236-52372 05/24 Autopay	23 Calcutta Dr #IRR 05/24	\$ 40.10
Florida Power & Light Company	20240604-02	98411-59305 04/24 Autopay	37 Timberwolf Trl 04/24	\$ 37.94
Florida Power & Light Company	20240626-01	Monthly Summary 05/24 Autopay	Electric Services 05/24 324	\$ 9,791.00
Frank Murphy	101128	FM061924	Board of Supervisors Meeting 06/19/24	\$ 200.00
Gannett Florida LocalIQ	101129	0006461925 05/09/24_05/30/24	Acct# 764106 Legal Advertising 05/24	\$ 148.16
Howard Services, Inc.	101102	C-6015	Semi-Annual Mechanical Maintenance 06/24	\$ 486.90
Innovative Fountain Services	101103	20245006	Inspect Pillars and Fountain Equipment 09/23	\$ 3,627.26
IPFS Corporation	101104	GAA-D40542 07/24	Liability Insurance Payment 9 07/24	\$ 7,505.98
JEA	20240603-02	9634626977 04/24 Autopay	Water-Sewer Services 04/24	\$ 38,818.38
Konica Minolta Premier Finance	101115	530322213	Copier Lease #500-00673850-000 06/24	\$ 457.44
Kutak Rock, LLP	101095	3397056	Legal Services 04/24	\$ 4,640.72
Mini Melts of America, Inc.	101130	446068	Ice Cream Precup 05/24	\$ 681.50
Mini Melts of America, Inc.	101130	449584	Ice Cream Precup 06/24	\$ 336.05
Mini Melts of America, Inc.	101130	455869	Ice Cream Precup 06/24	\$ 425.35

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

June 1, 2024 Through June 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Poolsure	101096	131295621808	Pool Chemicals 06/24	\$ 4,588.50
Posey Family Outdoor Services	101116	197964	Pergola and Debris Removal 06/24	\$ 2,940.00
Prestige Landscapes of North Florida, Inc.	101117	12144	Irrigation Manager 05/24	\$ 220.00
Prestige Landscapes of North Florida, Inc.	101117	12176	Ph3 Monthly Maintenance 06/24	\$ 2,700.66
Prestige Landscapes of North Florida, Inc.	101117	12179	Irrigation Repair 05/24	\$ 660.00
Prestige Landscapes of North Florida, Inc.	101131	12188	Irrigation Repair 06/24	\$ 110.00
Prestige Landscapes of North Florida, Inc.	101131	12189	Irrigation Repair 06/24	\$ 110.00
Prestige Landscapes of North Florida, Inc.	101131	12190	Irrigation Repair 06/24	\$ 110.00
Prestige Landscapes of North Florida, Inc.	101131	12191	Irrigation Repair 06/24	\$ 110.00
Prestige Landscapes of North Florida, Inc.	101131	12192	Irrigation Repair 06/24	\$ 370.00
Prestige Landscapes of North Florida, Inc.	101131	12195	PH3 Monthly Maintenance 06/24	\$ 22,711.07
Prosser, Inc.	101132	52640	Engineering Services 05/24	\$ 1,050.00
Republic Services	20240605-01	0687-001429742 Autopay	Waste Disposal Services 06/24	\$ 883.12
Richard Clinton Wright	101133	CW061924	Board of Supervisors Meeting 06/19/24	\$ 200.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

June 1, 2024 Through June 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	101099	INV0000090023	District Management Fees 06/24	\$ 4,585.09
Romulo Pine Straw, Inc.	101118	051624	1,610 Bale's of Pine Straw 05/24	\$ 40,250.00
Roy Green	101105	060324 Fourth of July	DJ Fourth of July 07/24	\$ 375.00
Ryan Scott Stone	101134	RS061924	Board of Supervisors Meeting 06/19/24	\$ 200.00
Sea Coast Pressure Washing	101113	INV-000030	Pressure Washing 05/24	\$ 3,550.00
Surfside Pools	101135	200130	Pool Maintenance 06/24	\$ 3,500.00
Surfside Pools	101135	303788	Pool Chemicals 05/24	\$ 642.75
Surfside Pools	101135	304874	Lazy River Extra Cleaning 06/24	\$ 85.00
TECO Peoples Gas	20240627-01	211011457499 05/24 Autopay	Natural Gas Services - 182 Kayak Way 05/24	\$ 48.76
TECO Peoples Gas	20240627-02	221008807523 05/24 Autopay	Natural Gas Services - 2105 Shearwater Pkwy 05/24	\$ 45.77
The Greenery of North Florida, Inc.	101119	754311	Landscape Maintenance Contract #59056 06/24	\$ 17,681.82
The Greenery of North Florida, Inc.	101136	754854	Playground Mulch 06/24	\$ 4,610.00
The Tree Amigos Outdoor Services, LLC	101137	202629	Landscape Enhancement at Fall Park Pond Bank 06/24	\$ 58,560.00
The Tree Amigos Outdoor Services, LLC	101137	210917	Irrigation Repair 06/24	\$ 10,000.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

June 1, 2024 Through June 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Trout Creek CDD	DC062424	DC062424	Debit Card Replenishment 06/24/24	\$ 1,782.97
VGlobal Tech	101120	6216	Website Maintenance 06/24	\$ 175.00
Vincent J Sajkowski	101139	VS061924	Board of Supervisors Meeting 06/19/24	\$ 200.00
Wellbeats, Inc.	101140	EPIV00000090897	WBC_PLUS Content Period 06/24	\$ <u>249.00</u>
<b>Report Total</b>				<b>\$ <u>321,390.24</u></b>

## **Tab 3**

# **REBATE REPORT**

**\$21,215,000**

**Trout Creek Community Development District  
(St. Johns County, Florida)  
Capital Improvement Revenue Bonds, Series 2015**

**Dated: February 26, 2015  
Delivered: February 26, 2015**

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**Rebate Report to the Computation Date  
February 26, 2025  
Reflecting Activity To  
January 31, 2024**



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**AMTEC**

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# AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane  
Avon, CT 06001  
(T) 860-321-7521  
(F) 860-321-7581

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

June 6, 2024

Trout Creek Community Development District  
c/o Ms. Shandra Torres  
District Compliance Associate  
Rizzetta & Company  
3434 Colwell Ave, Ste 200  
Tampa, FL 33614

Re: \$21,215,000 Trout Creek Community Development District (St. Johns County, Florida),  
Capital Improvement Revenue Bonds, Series 2015

Dear Ms. Torres:

AMTEC has prepared certain computations relating to the above referenced bond issue (the “Bonds”) at the request of the Trout Creek Community Development District (the “District”).

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatale Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the “Code”), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatale Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatale Arbitrage.

We have scheduled our next Report as of February 26, 2025, the Computation Date. Thank you for this engagement and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo  
Senior Vice President

Trong M. Tran  
Assistant Vice President



## SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the February 26, 2025 Computation Date  
Reflecting Activity from February 26, 2015 through January 31, 2024

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition & Construction Fund	0.118838%	16,100.55	(1,256,862.80)
Capitalized Interest Fund	0.348047%	1,559.61	(40,015.53)
Debt Service Reserve Fund	1.110766%	145,221.79	(804,677.47)
Cost of Issuance Fund	0.000000%	0.00	(683.38)
<b>Totals</b>	<b>0.595728%</b>	<b>\$162,881.95</b>	<b>\$(2,102,239.18)</b>
<b>Bond Yield</b>	<b>5.647994%</b>		
Rebate Computation Credits			(19,161.57)
<b>Net Rebatable Arbitrage</b>			<b>\$(2,121,400.75)</b>

**Based upon our computations, no rebate liability exists.**

# SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

## COMPUTATIONAL INFORMATION

1. For the purpose of calculating Rebatable Arbitrage, investment activity is reflected from February 26, 2015, the date of the closing, to January 31, 2024, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of February 26, 2025.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between February 26, 2015 and January 31, 2024, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Treasury Regulation 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12<sup>th</sup> of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as bona fide debt service funds and are not subject to the rebate requirement.

## DEFINITIONS

### **6. Computation Date**

February 26, 2025.

### **7. Computation Period**

The period beginning on February 26, 2015, the date of the closing, and ending on January 31, 2024.

### **8. Bond Year**

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the issuer. If no day is selected by the issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

## **9. Bond Yield**

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

## **10. Taxable Investment Yield**

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

## **11. Issue Price**

The price determined on the basis of the initial offering price to the public at which price a substantial amount of the Bonds were sold.

## **12. Rebatable Arbitrage**

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

## **13. Funds and Accounts**

The Funds and Accounts activity used in the compilation of this Report was received from the District and The Bank of New York Mellon, Trustee.

# **METHODOLOGY**

## **Bond Yield**

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

## **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebatable Arbitrage, as of January 31, 2024, was to calculate the future value of the disbursements from all funds, subject to rebate, and the, value of the remaining bond proceeds, at the yield on the Bonds, to February 26, 2025. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on February 26, 2025, is the Rebatable Arbitrage.

**\$21,215,000**  
**Trout Creek Community Development District**  
**(St. Johns County, Florida)**  
**Capital Improvement Revenue Bonds, Series 2015**  
**Delivered: February 26, 2015**

<b>Sources of Funds</b>
-------------------------

<b>Par Amount</b>	<b>\$21,215,000.00</b>
<b>Net Original Issue Discount</b>	<b>-274,051.75</b>
<b>Totals</b>	<b>\$20,940,948.25</b>

<b>Uses of Funds</b>
----------------------

<b>Acquisition &amp; Construction Fund</b>	<b>\$18,091,072.90</b>
<b>Capitalized Interest Fund</b>	<b>787,487.85</b>
<b>Debt Service Reserve Fund</b>	<b>1,452,087.50</b>
<b>Costs of Issuance Fund</b>	<b>186,000.00</b>
<b>Underwriter's Discount</b>	<b>424,300.00</b>
<b>Total</b>	<b>\$20,940,948.25</b>

## PROOF OF ARBITRAGE YIELD

\$21,215,000

Trout Creek Community Development District  
(St. Johns County, Florida)

Capital Improvement Revenue Bonds, Series 2015

Date	Debt Service	Present Value to 02/26/2015 @ 5.6479941852%
05/01/2015	208,925.35	206,834.84
11/01/2015	578,562.50	557,042.52
05/01/2016	878,562.50	822,652.17
11/01/2016	571,250.00	520,205.95
05/01/2017	886,250.00	784,893.74
11/01/2017	563,571.88	485,410.82
05/01/2018	893,571.88	748,505.76
11/01/2018	555,528.13	452,561.11
05/01/2019	900,528.13	713,467.14
11/01/2019	547,118.75	421,564.28
05/01/2020	912,118.75	683,500.93
11/01/2020	538,221.88	392,242.45
05/01/2021	923,221.88	654,342.08
11/01/2021	528,837.50	364,524.33
05/01/2022	928,837.50	622,657.95
11/01/2022	519,087.50	338,419.89
05/01/2023	939,087.50	595,424.76
11/01/2023	508,850.00	313,773.40
05/01/2024	953,850.00	572,020.97
11/01/2024	498,003.13	290,448.71
05/01/2025	963,003.13	546,223.78
11/01/2025	486,668.75	268,461.42
05/01/2026	976,668.75	523,963.74
11/01/2026	473,193.75	246,887.13
05/01/2027	993,193.75	503,963.35
11/01/2027	458,893.75	226,455.38
05/01/2028	1,003,893.75	481,796.63
11/01/2028	443,906.25	207,191.91
05/01/2029	1,023,906.25	464,779.79
11/01/2029	427,956.25	188,926.09
05/01/2030	1,037,956.25	445,632.78
11/01/2030	411,181.25	171,686.80
05/01/2031	1,056,181.25	428,891.63
11/01/2031	393,443.75	155,380.78
05/01/2032	1,073,443.75	412,286.81
11/01/2032	374,743.75	139,978.09
05/01/2033	1,094,743.75	397,689.08
11/01/2033	354,943.75	125,399.63
05/01/2034	1,114,943.75	383,085.03
11/01/2034	334,043.75	111,622.33
05/01/2035	1,139,043.75	370,163.56
11/01/2035	311,906.25	98,578.65
05/01/2036	1,161,906.25	357,137.44
11/01/2036	288,000.00	86,091.90
05/01/2037	1,188,000.00	345,375.69
11/01/2037	262,687.50	74,271.17
05/01/2038	1,212,687.50	333,453.49
11/01/2038	235,968.75	63,102.47
05/01/2039	1,240,968.75	322,744.05
11/01/2039	207,703.13	52,534.66
05/01/2040	1,272,703.13	313,065.74
11/01/2040	177,750.00	42,522.97
05/01/2041	1,302,750.00	303,096.24
11/01/2041	146,109.38	33,060.02
05/01/2042	1,336,109.38	294,017.05
11/01/2042	112,640.63	24,106.33
05/01/2043	1,372,640.63	285,692.21

## PROOF OF ARBITRAGE YIELD

\$21,215,000  
 Trout Creek Community Development District  
 (St. Johns County, Florida)  
 Capital Improvement Revenue Bonds, Series 2015

Date	Debt Service	Present Value to 02/26/2015 @ 5.6479941852%
11/01/2043	77,203.13	15,627.23
05/01/2044	1,412,203.13	278,003.17
11/01/2044	39,656.25	7,592.24
05/01/2045	1,449,656.25	269,916.01
	44,279,187.93	20,940,948.25

Proceeds Summary

Delivery date	02/26/2015
Par Value	21,215,000.00
Premium (Discount)	-274,051.75
Target for yield calculation	20,940,948.25

## BOND DEBT SERVICE

\$21,215,000

Trout Creek Community Development District  
 (St. Johns County, Florida)  
 Capital Improvement Revenue Bonds, Series 2015

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/26/2015					
05/01/2015			208,925.35	208,925.35	208,925.35
11/01/2015			578,562.50	578,562.50	
05/01/2016	300,000	4.875%	578,562.50	878,562.50	1,457,125.00
11/01/2016			571,250.00	571,250.00	
05/01/2017	315,000	4.875%	571,250.00	886,250.00	1,457,500.00
11/01/2017			563,571.88	563,571.88	
05/01/2018	330,000	4.875%	563,571.88	893,571.88	1,457,143.76
11/01/2018			555,528.13	555,528.13	
05/01/2019	345,000	4.875%	555,528.13	900,528.13	1,456,056.26
11/01/2019			547,118.75	547,118.75	
05/01/2020	365,000	4.875%	547,118.75	912,118.75	1,459,237.50
11/01/2020			538,221.88	538,221.88	
05/01/2021	385,000	4.875%	538,221.88	923,221.88	1,461,443.76
11/01/2021			528,837.50	528,837.50	
05/01/2022	400,000	4.875%	528,837.50	928,837.50	1,457,675.00
11/01/2022			519,087.50	519,087.50	
05/01/2023	420,000	4.875%	519,087.50	939,087.50	1,458,175.00
11/01/2023			508,850.00	508,850.00	
05/01/2024	445,000	4.875%	508,850.00	953,850.00	1,462,700.00
11/01/2024			498,003.13	498,003.13	
05/01/2025	465,000	4.875%	498,003.13	963,003.13	1,461,006.26
11/01/2025			486,668.75	486,668.75	
05/01/2026	490,000	5.500%	486,668.75	976,668.75	1,463,337.50
11/01/2026			473,193.75	473,193.75	
05/01/2027	520,000	5.500%	473,193.75	993,193.75	1,466,387.50
11/01/2027			458,893.75	458,893.75	
05/01/2028	545,000	5.500%	458,893.75	1,003,893.75	1,462,787.50
11/01/2028			443,906.25	443,906.25	
05/01/2029	580,000	5.500%	443,906.25	1,023,906.25	1,467,812.50
11/01/2029			427,956.25	427,956.25	
05/01/2030	610,000	5.500%	427,956.25	1,037,956.25	1,465,912.50
11/01/2030			411,181.25	411,181.25	
05/01/2031	645,000	5.500%	411,181.25	1,056,181.25	1,467,362.50
11/01/2031			393,443.75	393,443.75	
05/01/2032	680,000	5.500%	393,443.75	1,073,443.75	1,466,887.50
11/01/2032			374,743.75	374,743.75	
05/01/2033	720,000	5.500%	374,743.75	1,094,743.75	1,469,487.50
11/01/2033			354,943.75	354,943.75	
05/01/2034	760,000	5.500%	354,943.75	1,114,943.75	1,469,887.50
11/01/2034			334,043.75	334,043.75	
05/01/2035	805,000	5.500%	334,043.75	1,139,043.75	1,473,087.50
11/01/2035			311,906.25	311,906.25	
05/01/2036	850,000	5.625%	311,906.25	1,161,906.25	1,473,812.50
11/01/2036			288,000.00	288,000.00	
05/01/2037	900,000	5.625%	288,000.00	1,188,000.00	1,476,000.00
11/01/2037			262,687.50	262,687.50	
05/01/2038	950,000	5.625%	262,687.50	1,212,687.50	1,475,375.00
11/01/2038			235,968.75	235,968.75	
05/01/2039	1,005,000	5.625%	235,968.75	1,240,968.75	1,476,937.50
11/01/2039			207,703.13	207,703.13	
05/01/2040	1,065,000	5.625%	207,703.13	1,272,703.13	1,480,406.26
11/01/2040			177,750.00	177,750.00	
05/01/2041	1,125,000	5.625%	177,750.00	1,302,750.00	1,480,500.00
11/01/2041			146,109.38	146,109.38	
05/01/2042	1,190,000	5.625%	146,109.38	1,336,109.38	1,482,218.76
11/01/2042			112,640.63	112,640.63	
05/01/2043	1,260,000	5.625%	112,640.63	1,372,640.63	1,485,281.26



## BOND DEBT SERVICE

\$21,215,000

Trout Creek Community Development District  
(St. Johns County, Florida)

Capital Improvement Revenue Bonds, Series 2015

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2043			77,203.13	77,203.13	
05/01/2044	1,335,000	5.625%	77,203.13	1,412,203.13	1,489,406.26
11/01/2044			39,656.25	39,656.25	
05/01/2045	1,410,000	5.625%	39,656.25	1,449,656.25	1,489,312.50
	21,215,000		23,064,187.93	44,279,187.93	44,279,187.93

\$21,215,000  
 Trout Creek Community Development District  
 (St. Johns County, Florida)  
 Capital Improvement Revenue Bonds, Series 2015  
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.647994%)
02/26/15	Beg Bal	-18,091,072.90	-31,575,771.38
03/16/15		594,945.71	1,035,197.35
03/26/15		504,321.66	876,156.16
05/12/15		409,469.44	706,325.00
06/16/15		5,502.66	9,442.16
06/16/15		122,720.00	210,578.45
06/17/15		9,030.00	15,492.42
06/18/15		841,336.89	1,443,225.26
06/18/15		5,993.50	10,281.22
06/18/15		11,523.69	19,767.68
06/18/15		899.47	1,542.95
06/18/15		5,776.27	9,908.59
06/22/15		39,208.00	67,215.61
06/22/15		44,683.00	76,601.58
06/22/15		488,369.94	837,229.16
07/02/15		1,697.00	2,904.73
07/02/15		12,557.83	21,495.03
07/02/15		69,780.00	119,441.29
07/09/15		132,839.00	227,132.23
07/09/15		251,510.00	430,039.57
07/09/15		205,576.45	351,500.97
08/03/15		53,188.65	90,606.54
08/06/15		11,599.00	19,749.66
08/06/15		4,146.22	7,059.78
08/10/15		122,902.00	209,136.18
08/10/15		426,369.00	725,530.79
08/10/15		3,756.50	6,392.25
09/09/15		-9,750.00	-16,516.81
09/09/15		369,200.34	625,437.28
09/09/15		92,876.31	157,335.46
09/09/15		303.35	513.88
09/09/15		902.49	1,528.85
09/09/15		53,703.90	90,976.14
09/11/15		2,075.50	3,514.88
09/11/15		138,290.00	234,195.24
09/11/15		152,257.00	257,848.47
09/11/15		45,500.00	77,054.62
09/11/15		508,076.00	860,430.84
09/11/15		427.69	724.30
10/01/15		806,344.30	1,361,331.77
10/22/15		2,382.06	4,008.53
10/22/15		7,388.75	12,433.79
10/22/15		275,643.54	463,852.88
10/22/15		562,201.00	946,071.69
10/22/15		294,233.00	495,135.21
10/22/15		32,630.80	54,911.10
10/22/15		17,181.50	28,913.02
10/29/15		358,409.09	602,477.88

\$21,215,000  
 Trout Creek Community Development District  
 (St. Johns County, Florida)  
 Capital Improvement Revenue Bonds, Series 2015  
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.647994%)
11/04/15		-208.73	-350.60
11/13/15		151,374.60	253,906.85
11/13/15		83,715.12	140,418.82
11/13/15		575,465.67	965,252.27
11/13/15		78,541.20	131,740.39
11/13/15		74,170.00	124,408.40
11/13/15		711,747.00	1,193,842.56
11/13/15		196,256.34	329,188.84
11/24/15		32,975.00	55,216.28
12/15/15		945,581.00	1,578,229.00
12/15/15		60,639.00	101,209.97
12/15/15		309,906.96	517,252.52
01/29/16		120,000.00	198,928.08
01/29/16		2,423.50	4,017.52
01/29/16		4,179.06	6,927.77
01/29/16		564,879.00	936,419.14
01/29/16		65,419.20	108,447.63
01/29/16		11,599.00	19,228.06
01/29/16		2,763.00	4,580.32
01/29/16		2,257.50	3,742.33
02/05/16		-1,578.22	-2,613.84
02/11/16		293,678.26	485,937.43
02/23/16		4,618.04	7,627.11
02/23/16		77,493.00	127,986.67
02/23/16		465,330.00	768,534.39
03/09/16		8,973.33	14,783.62
03/09/16		74,314.59	122,433.79
03/09/16		300,597.80	495,236.89
03/09/16		686.50	1,131.01
03/18/16		34,161.48	56,202.95
03/18/16		168,682.73	277,519.23
03/18/16		51,642.05	84,962.24
03/18/16		495,248.47	814,789.85
03/22/16		1,074.50	1,766.69
03/22/16		830,697.00	1,365,829.04
04/19/16		25,260.68	41,360.38
04/19/16		68,881.10	112,781.95
04/19/16		30,000.00	49,120.27
04/19/16		1,027.12	1,681.75
04/21/16		49,857.64	81,608.78
04/21/16		441,852.00	723,239.22
04/21/16		2,450.50	4,011.07
04/22/16		27.00	44.19
04/25/16		31,514.44	51,552.05
05/13/16		33,600.00	54,810.81
05/17/16		7,042.50	11,481.14
05/19/16		6,378.50	10,395.43
05/19/16		16,800.00	27,379.98

\$21,215,000  
 Trout Creek Community Development District  
 (St. Johns County, Florida)  
 Capital Improvement Revenue Bonds, Series 2015  
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.647994%)
05/19/16		13,215.00	21,537.28
05/23/16		27,480.50	44,758.92
05/27/16		641,887.00	1,044,828.06
05/27/16		1,382.00	2,249.54
06/02/16		593,868.88	965,919.33
06/02/16		18,196.74	29,596.74
06/06/16		577,875.00	939,324.02
06/13/16		17,402.00	28,255.98
07/01/16		13,044.50	21,121.71
07/01/16		83,926.46	135,894.11
07/01/16		2,700.00	4,371.85
07/01/16		2,267.58	3,671.68
07/01/16		16,800.00	27,202.64
07/01/16		11,884.98	19,244.21
07/01/16		667.00	1,080.01
07/01/16		6,378.50	10,328.10
07/01/16		13,044.50	21,121.71
07/01/16		4,068.64	6,587.96
07/12/16		3,468.00	5,605.85
07/12/16		1,638.32	2,648.26
07/14/16		16,268.63	26,289.31
07/14/16		16,268.58	26,289.23
07/28/16		313,800.69	505,989.44
09/27/16		52,011.00	83,103.34
09/30/16		34,161.48	54,557.99
10/28/16		16,100.54	25,602.41
10/28/16		3,394.00	5,397.00
-----			
02/26/25	TOTALS:	16,100.55	-1,256,862.80
-----			

ISSUE DATE: 02/26/15      REBATABLE ARBITRAGE: -1,256,862.80  
 COMP DATE: 02/26/25      NET INCOME: 16,100.55  
 BOND YIELD: 5.647994%      TAX INV YIELD: 0.118838%

\$21,215,000  
 Trout Creek Community Development District  
 (St. Johns County, Florida)  
 Capital Improvement Revenue Bonds, Series 2015  
 Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.647994%)
02/26/15	Beg Bal	-787,487.85	-1,374,464.44
05/27/15		205,925.34	354,392.89
06/17/15		-227.33	-390.02
10/31/15		578,562.50	972,400.52
10/31/15		4,786.95	8,045.51
-----			
02/26/25	TOTALS:	1,559.61	-40,015.53
-----			

ISSUE DATE:	02/26/15	REBATABLE ARBITRAGE:	-40,015.53
COMP DATE:	02/26/25	NET INCOME:	1,559.61
BOND YIELD:	5.647994%	TAX INV YIELD:	0.348047%

\$21,215,000  
 Trout Creek Community Development District  
 (St. Johns County, Florida)  
 Capital Improvement Revenue Bonds, Series 2015  
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.647994%)
02/26/15	Beg Bal	-1,452,087.50	-2,534,442.44
06/17/15		227.33	390.02
12/10/15		5,001.16	8,353.68
12/10/15		4,773.83	7,973.96
11/01/18		17,056.25	24,251.82
02/05/19		10,236.89	14,345.41
03/06/19		2,491.35	3,474.53
04/04/19		2,768.86	3,844.87
05/06/19		2,677.79	3,700.04
07/05/19		5,323.68	7,289.17
08/05/19		2,525.89	3,442.43
09/05/19		2,397.22	3,251.94
10/04/19		2,208.52	2,982.55
11/05/19		2,071.66	2,784.34
12/05/19		1,844.60	2,467.68
01/06/20		1,785.63	2,377.37
02/05/20		1,748.60	2,317.64
03/05/20		1,623.87	2,142.35
04/03/20		1,112.02	1,460.73
05/06/20		328.51	429.33
06/05/20		135.77	176.64
07/06/20		94.20	121.97
08/05/20		79.34	102.27
09/08/20		35.16	45.09
11/05/20		23.68	30.10
12/07/20		11.75	14.86
02/05/21		24.27	30.43
03/08/21		10.96	13.67
04/05/21		12.94	16.07
04/30/21		25,796.87	31,917.04
03/22/22		5,936.58	6,988.05
09/28/22		8,133.43	9,302.42
10/05/22		2,631.86	3,006.87
11/07/22		3,281.67	3,730.75
12/07/22		3,940.18	4,458.64
01/06/23		4,505.30	5,075.29
03/14/23		9,562.00	10,659.02
03/17/23		4,637.50	5,167.15
04/04/23		5,298.82	5,888.49
05/02/23		5,082.25	5,623.40
06/02/23		5,274.66	5,809.28
07/05/23		5,695.60	6,240.94
08/01/23		5,998.36	6,546.30
09/05/23		6,154.22	6,681.16
10/03/23		5,994.91	6,480.07
11/02/23		6,222.93	6,696.44
12/04/23		6,046.55	6,474.50
01/03/24		6,221.85	6,632.38

\$21,215,000  
 Trout Creek Community Development District  
 (St. Johns County, Florida)  
 Capital Improvement Revenue Bonds, Series 2015  
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.647994%)
01/31/24	Bal	1,396,081.25	1,481,994.66
01/31/24	Acc	6,180.77	6,561.13
-----			
02/26/25	TOTALS:	145,221.79	-804,677.47
-----			

ISSUE DATE:	02/26/15	REBATABLE ARBITRAGE:	-804,677.47
COMP DATE:	02/26/25	NET INCOME:	145,221.79
BOND YIELD:	5.647994%	TAX INV YIELD:	1.110766%

\$21,215,000  
 Trout Creek Community Development District  
 (St. Johns County, Florida)  
 Capital Improvement Revenue Bonds, Series 2015  
 Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.647994%)
02/26/15	Beg Bal	-186,000.00	-324,640.42
02/26/15		35,000.00	61,088.25
02/26/15		50,000.00	87,268.93
02/26/15		45,000.00	78,542.04
02/26/15		40,000.00	69,815.14
06/08/15		1,250.00	2,147.56
06/17/15		5,000.00	8,578.30
09/09/15		9,750.00	16,516.81
-----			
02/26/25	TOTALS:	0.00	-683.38
-----			

ISSUE DATE:	02/26/15	REBATABLE ARBITRAGE:	-683.38
COMP DATE:	02/26/25	NET INCOME:	0.00
BOND YIELD:	5.647994%	TAX INV YIELD:	0.000000%



\$21,215,000  
 Trout Creek Community Development District  
 Capital Improvement Revenue Bonds, Series 2015  
 Rebate Computation Credits

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.647994%)
02/26/16		-1,650.00	-2,723.86
02/26/17		-1,670.00	-2,607.52
02/26/18		-1,700.00	-2,510.57
02/26/19		-1,730.00	-2,416.46
02/26/20		-1,760.00	-2,325.18
02/26/21		-1,780.00	-2,224.21
02/26/22		-1,830.00	-2,162.81
02/26/23		-1,960.00	-2,190.96
-----			
02/26/25	TOTALS:	-14,080.00	-19,161.57
-----			

ISSUE DATE: 02/26/15      REBATABLE ARBITRAGE: -19,161.57  
 COMP DATE: 02/26/25  
 BOND YIELD: 5.647994%

# Tab 4

## MEMORANDUM

TO: DISTRICT MANAGERS  
FROM: KUTAK ROCK LLP - TALLAHASSEE

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[HB 7013](#)—the 2024 special districts omnibus bill—has been signed by Governor DeSantis. As a result, special districts have new requirements and deadlines spelled out in statute.

Among other things the bill:

- Requires all special districts to adopt goals and objectives along with performance measures and standards to determine if a district has met its goals and objectives; **this must be done by October 1, 2024**. We encourage District Managers to prepare standardized draft goals and objectives to be adopted by district boards. Although some district boards may wish to establish more detailed goals and objectives specifically tailored to the activities of their particular district, the majority may wish to adopt standardized goals and objectives that are germane to special districts. Kutak Rock would like to review proposed goals and objectives prior to presentation to district boards.
  - Each subsequent year, an annual report must be prepared describing the goals and objectives achieved or failed to be achieved by the district, as well as the performance measures and standards used by the district to make this determination. The annual report must be posted on the district's website by December 1. **The first of these annual reports is due December 1, 2025.**
- Beginning with the 2024 elections, establishes a term limit of 12 years for members of a *popularly elected* body governing an independent special district, unless the district's charter provides for more restrictive terms of office. The term limits **do not apply** to community development districts created under Chapter 190, F.S., or an independent special district created pursuant to a special act that provides that "any amendment to chapter 190 to grant additional powers constitutes a power of that district."
- Allows the Department of Commerce to declare certain independent special districts (**excluding community development districts**) and community redevelopment districts

# KUTAKROCK

inactive if they report no revenue, expenditures, or debt for five consecutive years beginning no earlier than Oct. 1, 2018.

- States that independent special district boundaries shall only be changed by general law or special act. This language **does not apply** to a community development district established pursuant to Chapter 190, F.S.



## **MEMORANDUM**

TO: Board Supervisors

FROM: District Management

SUBJECT: Potential Goals and Objectives for FY 2023/2024

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This memo outlines potential district goals and objectives for the 2023-2024 fiscal year in accordance with the recent legislation of HB 7013. The goals and objectives listed focus on maintaining statutory compliance while simultaneously pursuing efficiency and sound operational practices. Management advises against adopting all the proposed goals and objectives listed below. Instead, we recommend selecting a few key priorities that the board deems most advantageous to pursue.

### **Financial Goals and Objectives:**

- Financial Transparency – commit to regularly reporting the financial status of the district.
- Budget Conscious – strive to stay within budget and provide justification for exceeding total budgeted expenditures.
- Investment Strategy - periodically review the district's investment objectives and performance.

### **Board Meeting Goals and Objectives:**

- Productive Meetings – commit to conducting an orderly and efficient meeting.
- Audience Comments – adhere to this requirement to foster informed decision-making.
- Teamwork - work as a team and not as individuals.
- Provide a healthy and safe working environment for the board, staff and audience.
- Respect others and allow everyone that wishes to speak to be heard.

### **Administrative Goals and Objectives:**

- Website Maintenance - ensure that the website is always up-to-date and in compliance.
- Adhere to the board's established Rules of Procedure.
- Review the district's Rules of Procedure on an annual basis (or as frequent as the board desires) and update, as necessary.
- Records Retention - periodically review the district's policy on records retention.

### **Operational Goals and Objectives:**

- Promote efficient communication ensuring timely resolution of maintenance concerns – board and residents to contact manager outside of a meeting to report maintenance issues, not taking up time during a meeting.
- District Assets - safeguard the district's assets and ensure they are maintained in good condition.
- Ongoing Tasks - staff to provide continual updates on assigned tasks until conclusion.
- Reserve Study – if applicable, ensure periodic and consistent reviews and update as needed.

## **Tab 5**



**the greenery, inc.®**

— EMPLOYEE OWNED —

# **TROUT CREEK CDD MONTHLY LANDSCAPING REPORT**

**Phase 1**





the greenery, inc.®

— EMPLOYEE OWNED —

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

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

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

**July 8th, 2024**

### Landscape Maintenance:

Maintenance crews have been working on mowing and edging the community. Lowering and evening out shrubs is an ongoing work in progress. Tree limb lift ups have been started.

### Plant Health Care:

Palm fertilizer was applied to all palms on June 24th. It was a 8-2-12 with micronutrients. Plant growth regulator has been applied to all trimmed shrubs. This will help the shrubs keep shape and fill in. Another round of turf fert is scheduled for the week of 7/15

### Additional:

Palms were trimmed and cleaned up in the pool area. The Cove mulch is scheduled to be completed 7/12. Proposal for new Magnolia tree and front entrance were approved.



# Work Order Proposal



Proposal Date: 7/9/2024  
Proposal Work Order #: 68296  
Prepared By: ZACHARY HIGGINBOTHAM

Property Name: Shearwater - Trout Creek CDD  
Address: 100 Kayak Way, St. Augustine, FL 32092  
Client Contact: Melissa Dobbins mdobbins@rizzetta.com  
Client Phone #: 904-436-6270 ext 0034

## Gravel Install Behind Porch

Proposal is to install #89 gravel to replace bermuda turf areas behind the porch and by the gate to the clay court. Areas will be graded and weed cloth installed. Siding will be installed at the low points and gravel will be installed at a 4in depth.

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE	TOTAL PRICE
<b>Porch and Under Palms</b>					<b>\$5,222.00</b>
Gravel 89 Path Install	900.00	SF	\$4.98	\$4,482.00	
Steel Edging 3/16	40.00	LF	\$18.50	\$740.00	
<b>Yoga Lawn</b>					<b>\$2,988.00</b>
Gravel 89 Path Install	600.00	SF	\$4.98	\$2,988.00	
<b>Total for Work Order #68296</b>					<b>\$8,210.00</b>

# TERMS & CONDITIONS

1. Deposit. A 30% Deposit is required prior to commencement of work.
2. Proposal Pricing. This bid is valid for 30 days from proposal date unless otherwise approved by the Greenery, Inc.
3. Plant Guarantee. The Greenery, Inc. guarantees all plantings we supply and install for one year that are covered under an automated irrigation system and maintained under a continuous maintenance agreement by the Greenery, Inc.. This guarantee does not apply to plants that are lost due to abuse, vandalism, animals, fire, lightning, hail, vehicular damage, freeze, neglect, nor Acts of God.
4. Exclusions. Transplanted materials, annuals and flowers, plants in pots and planters, and all types of Sod are EXCLUDED from the Plant Guarantee.
5. Deer. Damage to or loss of plants due to deer is not covered by any guarantee, expressed or implied. The Greenery, Inc. makes every effort to use deer resistant material; however, due to the increase in their population and their changing habits, the Greenery, Inc. is not responsible for any resultant damage.
6. Tree Work. Stumps from tree removal will be cut to within approximately twelve inches above ground level. Stump grinding or removal is not included unless otherwise specified in this proposal. Wood will be left on the premises where lowered and dropped and will be cut into firewood length (approximately 16 to 24 inches lengthwise) unless specified otherwise in this proposal. Splitting, moving or hauling of wood or wood chips will be performed only if specifically stated in this proposal.
7. Utility Locates. The Greenery Inc. will call in the utility locates before starting the job. It is the responsibility of the Client/Owner to call in any private utilities that are outside normal location utilities. The Greenery Inc. is not responsible for damage to underground irrigation lines, wiring, pipes, utilities, invisible fencing, or lighting systems whose locations are not properly marked.
8. Irrigation Pricing. The existing automated irrigation system is checked at new landscaping areas, adjusted for proper coverage and broken heads and nozzles are replaced as needed. Irrigation adjustments, repairs and additions are billed on a Labor and Materials basis. Labor Rate is \$ 75 / hour. Any irrigation prices included in this bid are an estimation only.
9. New Construction Irrigation Installation. Sleeves under roads and sidewalks must be accurately marked and no deeper than 4 feet below surface grade. A water source must be provided by Client/Owner/Developer prior to commencement of irrigation installation. Any temporary irrigation pipe that needs to be installed to access water source, will be billed in addition. The connection of the backflow device to the water meter is the responsibility of the Client/Owner.
10. Drainage. Any drainage installation is meant to improve conditions, but does not guarantee a complete elimination of issues. Standing water, puddling, saturated soils and washouts may still occur. Additional work may be needed after initial work is completed. Standing water for up to 48 hours after a significant rainfall is typical for the Lowcountry.
11. Access to Jobsite. Client/Owner is to provide all utilities to perform the work. Client/Owner will furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for the performance of the work.
12. Invoicing. Client/Owner will make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event that the completion of work requires more than thirty (30) days, a progress bill will be presented by month end and will be paid within fifteen (15) days upon receipt of invoice.
13. Disclaimer. This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time the proposal was prepared. The price quoted in this proposal for the work described is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering and/or certified landscape architectural design services are not included in this agreement and are not provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. Promotional Clause. The client hereby assigns the Contractor the irrevocable and unrestricted right to use and publish photographs of the work performed for editorial, trade, advertising, educational and any other purpose in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The Client releases all claim to profits that may arise from use of images.

15. Payment. All unpaid balances over 30 days from date of invoice will be subject to the maximum finance charge allowable by law. The Greenery will be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year) or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing. Failure to make payment when due for completed work may result in a mechanic's lien on the title of your property. Credit card payments are subject to a 3% processing fee.

**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:** 904-436-6270 ext 0034

**Proposal Date:** 7/9/2024  
**Proposal Work Order #:** 68296  
**Prepared By:** ZACHARY HIGGINBOTHAM

**Total: \$8,210.00**

**By** ZACHARY HIGGINBOTHAM  
**Date** ZACHARY HIGGINBOTHAM  
7/9/2024  
**The Greenery, Inc.**

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

## **Tab 6**



# Tree Amigos

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## Outdoor Services

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

**Fungus/Pest/Fertilizer:** Herbicide and pre-emergent has been applied to all landscape beds and tree rings throughout Trout Creek CDD. We are hand pulling the "goose grass" out of the turf section by section. This cannot be killed with herbicide without damaging the existing grass.

**Maintenance:** All areas throughout Trout Creek phase 2 have been mowed, edged and line trimmed as needed. We have been removing any dead or deficient plant material throughout the property as we come across it.

**Irrigation Report:** All irrigation throughout Phase 2 is working as should and has proper coverage and run times. The frequency of time it runs each day has been lowered from twice a day to once a day, 7 days a week. Once we start getting rain daily we will cut back the amount of days on the irrigation. We have been working on the maintenance tickets as we receive them to make sure all irrigation is repaired on a timely manner.



# Quotation

Quote #: 203265

Date: 05/14/2024

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

**Project:** 32289  
Trout Creek Enhancements  
3434 Colwell Ave  
STE 200  
Tampa FL 33614

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**This quote is valid until:** 06/13/2024

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Description	Common Name	Quantity	Price	Ext Price
Landscape enhancement on Tilden Ct to replace deficient sod and areas with weeds				
(3150) sq ft St Augustine Sod		1.00	3,150.00	3,150.00
Prep / Demo		1.00	1,100.00	1,100.00
Equipment		1.00	450.00	450.00
Debris Disposal		1.00	300.00	300.00
Delivery		1.00	300.00	300.00

**Notes**

**Total:** **\$5,300.00**

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

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

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

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



**Quotation**

Quote #: 210905

Date: 06/07/2024

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

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

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

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

**Notes**

**Total: \$3,800.00**

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

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

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

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



# Quotation

Quote #: 210876

Date: 05/21/2024

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

**Project:** 32289  
Trout Creek Enhancements  
3434 Colwell Ave  
STE 200  
Tampa FL 33614

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**This quote is valid until:** 06/20/2024

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Description	Common Name	Quantity	Price	Ext Price
Quote for the Audit at the Amenity Center				
Total		1.00	4,980.00	4,980.00

**Notes**

The repairs at the Amenity Center involve:  
Fixing valves that are not working  
Fixing broken sprinkler heads  
Replacing Nozzles  
Moving Sprinkler heads to ensure proper coverage

**Total:** **\$4,980.00**

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

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

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

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



# **Tab 7**



# PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

*June 2024 Maintenance Report*

*Shearwater Phase 3*

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

June, 2024

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

**Re: Landscape Maintenance Service Report**

Below is the landscape maintenance report for Shearwater Ph 3.

**Weekly Maintenance**

Maintenance crews are focused on mowing, edging, string trimming, hedge pruning, plant bed weed control, blowing. Mother nature has finally provided the rain we needed and the grounds in ph3 are responding great. With the rain comes weed population. Our crews are maintaining the weed flush within the plant beds, and in turf areas where the weed flush is populating before herbicide application is applied. You will also see we have tagged 8 Live Oaks along the roadways. These trees are declining, showing dead wood within the canopy. We are currently amending the soils around these trees and will be injecting with fertilizer via Arbor Jet. We have completed this same practice on another property in Fernandina and had great results.

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

**Irrigation**

Our irrigation team completed the monthly inspection, which included nozzle cleaning and head/nozzle adjustments as needed throughout the property. The ph3 irrigation system is now running 4x per week on turf and 2x per week on plant bed areas. This month there were only a few minor repairs done to the system.

**Agronomics**

We pulled soil samples within ph3 roadways (see attached). Some areas have responded perfectly to the Sulphur application, while other areas still need some adjusting. Our next fertilization will be customized to each area. Our team will pull samples again at the end of Q3. We feel confident the ph levels will be leveled out by growing season of 2025 and the sod/plant health is already showing vast improvement.

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

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



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

Name Martha Ct. Common Area

Address \_\_\_\_\_

Date 6/4/2024 pg 1 of 1

**Irrigation Inspection Report**

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

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

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

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

ADJUSTMENTS	Yes						
PARTIL CLOGS							
STRAIGHTENED	Yes						

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

Comments : System is properly functioning with no major issues.

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

Name Timberwolf Clock ph3-A

Address SWP Turf

Date 6/5/2024 pg 1 of 4

**Irrigation Inspection Report**

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

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-							
RAISE HEADS							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

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

\_\_\_\_\_

\_\_\_\_\_



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

Name Timberwolf Clock ph3-A

Address Timberwolf Turf

Date 6/4/2024 pg 2 of 4

**Irrigation Inspection Report**

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

A  
B  
C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

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

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

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**Irrigation Inspection Report**

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

Name Timberwolf Clock ph3-A

Address SWP Shrubs/Trees

Date 6/4/2024 pg 3 of 4

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

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

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

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

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



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

Name Timberwolf Clock ph3-A

Address Timberwolf Shrubs/Trees

Date 6/4/2024 pg 4 of 4

**Irrigation Inspection Report**

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

A  
B  
C  
D

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

Program

Run Days

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-							
RAISE HEADS							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

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

\_\_\_\_\_

\_\_\_\_\_





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

Name Shearwater Parkway Clock ph3B-A

Address SWP\_Cal Turf

Date 6/4/2024 pg 1 of 4

**Irrigation Inspection Report**

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

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-							
RAISE HEADS							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

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

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\_\_\_\_\_



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

Name Shearwater Parkway Clock ph3B-A

Address Shrubs\_Trees

Date 6/4/2024 pg 2 of 4

**Irrigation Inspection Report**

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

A  
B  
C

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

Program

Run Days

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

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

ADJUSTMENTS	x						
PARTIL CLOGS							
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-							
RAISE HEADS							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	x						

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

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

Name Shearwater Parkway Clock ph3B-A

Address Seaforth Turf

Date 6/4/2024 pg 3 of 4

**Irrigation Inspection Report**

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

A  
B  
C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-							
RAISE HEADS							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

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

\_\_\_\_\_

\_\_\_\_\_



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

Name Shearwater Parkway Clock ph3B-A

Address Carh Path

Date 6/4/2024 pg 4 of 4

**Irrigation Inspection Report**

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

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

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

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

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-							
RAISE HEADS							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	<u>X</u>						

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

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# PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

## Landscape Proposal

Job Name:	Plant Replacement May2024	Proposal #	May2024-0001
Property Name:	Shearwater CDD	Date:	May 16, 2024
Client:	Trout Creek CDD, c/o Shearwater		
Address:	2806 N. Fifth St., Suite 203		
City/State/Zip:	St. Augustine, FL 32084		
Phone:			

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

### Description

Prestige Landscapes proposes to install landscape at **Shearwater ph3 CDD**. This proposal is for **field identification re-placements**.

All plant material will be FL #1.

Fine grading is to be preformed by our install crews to ensure proper grade before plant material is installed. Will also remove debris that would impact the install process.

Materials & Services	Quantity	Unit Price	Total
<i>Viburnum Odo. 3 gal.</i>	30	\$ 33.19	\$ 995.70
<i>Southern Azalea 3 gal.</i>	75	\$ 33.19	\$ 2,489.25
<i>Muhly Grass 3 gal.</i>	150	\$ 30.13	\$ 4,519.93
<i>Knock Out Grass 3 gal.</i>	55	\$ 60.70	\$ 3,338.74
<i>Agapanthus 1 gal.</i>	240	\$ 19.12	\$ 4,589.14
<i>Pine Straw</i>	50	\$ 9.97	\$ 498.52
<i>Labor Prep</i>	42	\$ 45.00	\$ 1,890.00
<i>Freight</i>	1	\$ 486.36	\$ 486.36
<b>TOTAL PRICE</b>			<b>\$ 18,807.64</b>

### ACCEPTANCE OF TERMS

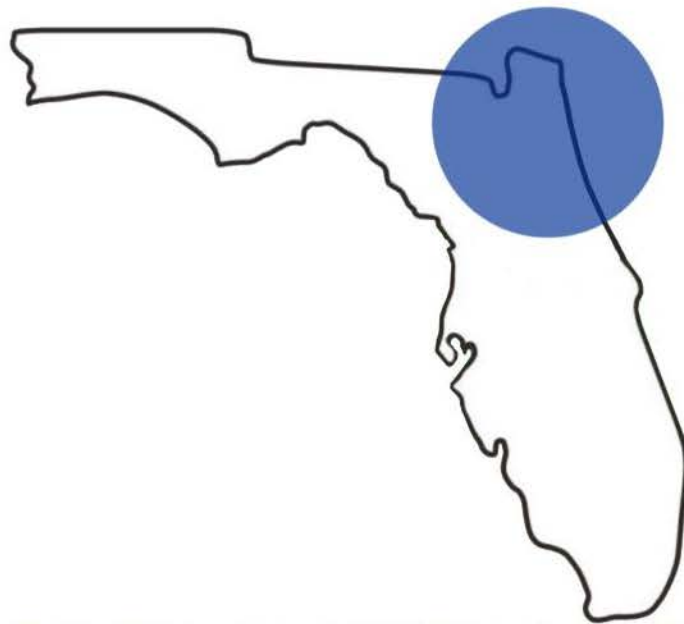
Signature below authorizes Prestige Landscapes of North Florida, Inc. to perform work as described above and verifies that the prices and specifications are hereby accepted.

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:**



# PRESTIGE

## LANDSCAPES

---

OF NORTH FLORIDA, INC.

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

REPORT TO: 11021  
 SITEONE LANDSCAPE  
 8618 PHILLIPS HWY  
 JACKSONVILLE, FL 32256

# TURF AND ORNAMENTAL SOIL TEST AND RECOMMENDATION REPORT

SUBMITTED BY/FOR: PRESTIEGE LANDSCAPES N FLA  
 1358341  
 07/02/2024

*Spectrum Analytic*

1087 Jamison Road NW  
 Washington Court House, OH 43160-8748

www.spectrumanalytic.com

Line Number	RESULTS OF ANALYSIS							CALCULATED VALUES					RESULTS OF ANALYSIS											
	LAB NO	Soil pH	Buffer pH	Pounds per Acre Available Nutrient				CEC	% Base Saturation				Pounds per Acre Available Nutrient								Soluble Salts mmhos/cm	O.M. %		
				P	K	Ca	Mg		K	Ca	Mg	Na	S	B	Cu	Fe	Mn	Zn	Na					
1	C00396	5.6	7.3	36	14	328	62	0.9	1.8	72	27													
2																								
3																								
4																								
5																								
6																								
7																								
8																								
9																								
10																								
11	AVERAGE RESULTS																							

### DISPLAY OF AVERAGE RESULTS



Line Number	SAMPLE INFORMATION				FERTILIZER RECOMMENDATIONS IN LBS PER 1000 SQ FT									
	SAMPLE IDENTIFICATION	PLANT TYPE	AREA TYPE	MAINT LEVEL	LIME	Type	NITROGEN	Freq	P2O5	K2O	Mg	Fe	Mn	Zn
1	SWP HOUSE SIDE	ST.AUGUSTINE	LAWN	MED.	15	Ca	4.50 - 5.50	S	1.50	6.00	0.00			
2														
3														
4														
5														
6														
7														
8														
9														
10														
11	RECOMMENDATIONS FOR AVERAGE RESULTS													

REPORT TO: 11021  
 SITEONE LANDSCAPE  
 8618 PHILLIPS HWY  
 JACKSONVILLE, FL 32256

# TURF AND ORNAMENTAL SOIL TEST AND RECOMMENDATION REPORT

SUBMITTED BY/FOR: PRESTIEGE LANDSCAPES N FLA  
 1358341  
 07/02/2024

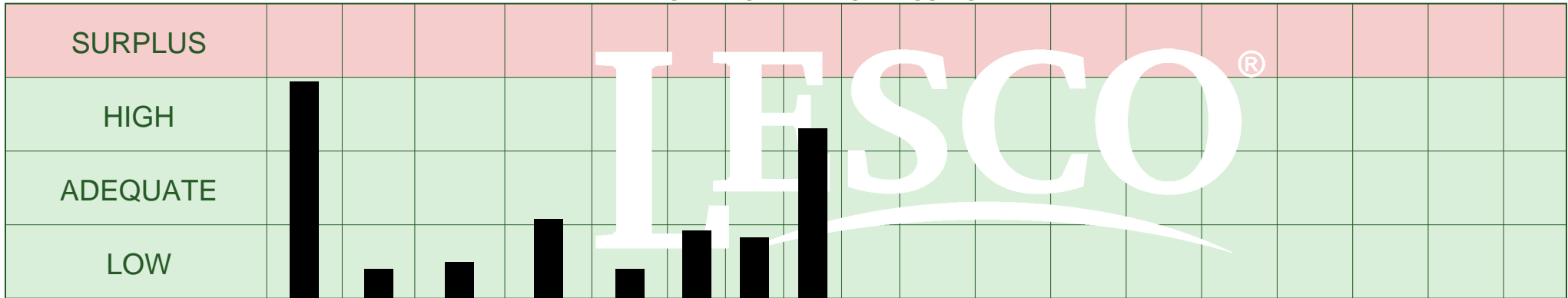
*Spectrum Analytic*

1087 Jamison Road NW  
 Washington Court House, OH 43160-8748

www.spectrumanalytic.com

Line Number	RESULTS OF ANALYSIS							CALCULATED VALUES					RESULTS OF ANALYSIS											
	LAB NO	Soil pH	Buffer pH	Pounds per Acre Available Nutrient				CEC	% Base Saturation				Pounds per Acre Available Nutrient								Soluble Salts mmhos/cm	O.M. %		
				P	K	Ca	Mg		K	Ca	Mg	Na	S	B	Cu	Fe	Mn	Zn	Na					
1	C00397	6.8	7.5	196	58	750	184	2.6	2.4	55	26													
2																								
3																								
4																								
5																								
6																								
7																								
8																								
9																								
10																								
11	AVERAGE RESULTS																							

### DISPLAY OF AVERAGE RESULTS



Line Number	SAMPLE INFORMATION				FERTILIZER RECOMMENDATIONS IN LBS PER 1000 SQ FT									
	SAMPLE IDENTIFICATION	PLANT TYPE	AREA TYPE	MAINT LEVEL	LIME	Type	NITROGEN	Freq	P2O5	K2O	Mg	Fe	Mn	Zn
1	POND SIDE	ORNAMENTALS (MIX)	LANDSCAPE	MED.	0		2.50 - 4.00	S	0.25	4.00	0.00			
2														
3														
4														
5														
6														
7														
8														
9														
10														
11	RECOMMENDATIONS FOR AVERAGE RESULTS													



REPORT TO: 11021  
 SITEONE LANDSCAPE  
 8618 PHILLIPS HWY  
 JACKSONVILLE, FL 32256

# TURF AND ORNAMENTAL SOIL TEST AND RECOMMENDATION REPORT

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 1358341  
 07/02/2024

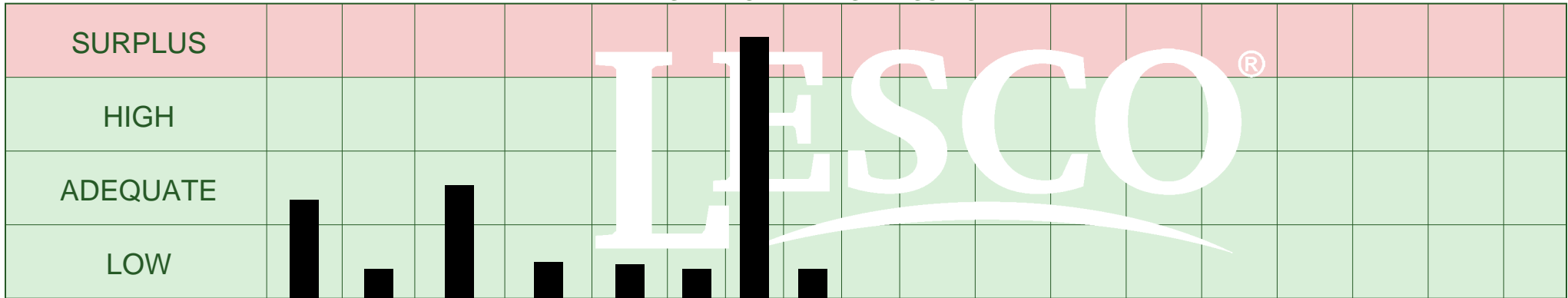
*Spectrum Analytic*

1087 Jamison Road NW  
 Washington Court House, OH 43160-8748

www.spectrumanalytic.com

Line Number	RESULTS OF ANALYSIS							CALCULATED VALUES					RESULTS OF ANALYSIS											
	LAB NO	Soil pH	Buffer pH	Pounds per Acre Available Nutrient				CEC	% Base Saturation				Pounds per Acre Available Nutrient								Soluble Salts mmhos/cm	O.M. %		
				P	K	Ca	Mg		K	Ca	Mg	Na	S	B	Cu	Fe	Mn	Zn	Na					
1	C00398	7.5		56	40	3676	112	7.3	0.6	94	6													
2																								
3																								
4																								
5																								
6																								
7																								
8																								
9																								
10																								
11	AVERAGE RESULTS																							

### DISPLAY OF AVERAGE RESULTS



Line Number	SAMPLE INFORMATION					FERTILIZER RECOMMENDATIONS IN LBS PER 1000 SQ FT									
	SAMPLE IDENTIFICATION		PLANT TYPE	AREA TYPE	MAINT LEVEL	LIME	Type	NITROGEN	Freq	P2O5	K2O	Mg	Fe	Mn	Zn
1	RIGHT SEAFORTH		ST. AUGUSTINE	LAWN	MED.	0		4.50 - 5.50	S	0.75	6.00	2.50			
2															
3															
4															
5															
6															
7															
8															
9															
10															
11	RECOMMENDATIONS FOR AVERAGE RESULTS														

REPORT TO: 11021  
 SITEONE LANDSCAPE  
 8618 PHILLIPS HWY  
 JACKSONVILLE, FL 32256

# TURF AND ORNAMENTAL SOIL TEST AND RECOMMENDATION REPORT

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 1358341  
 07/02/2024

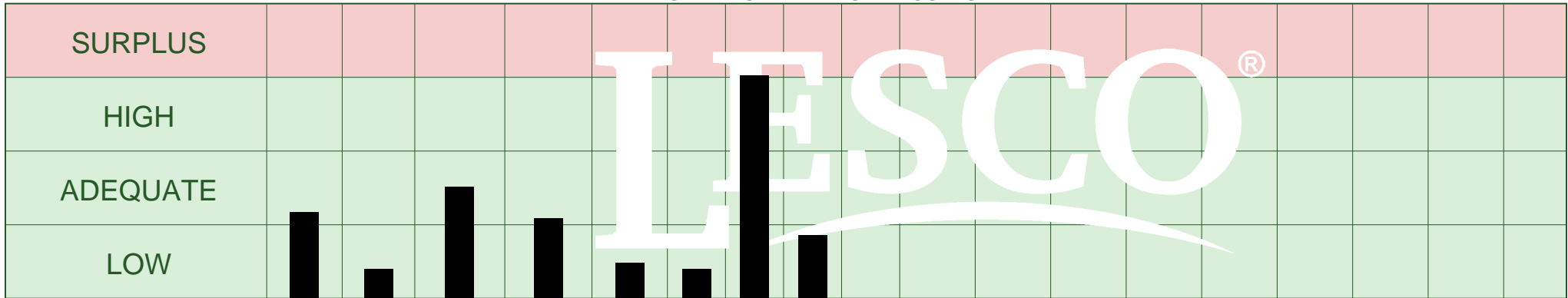
*Spectrum Analytic*

1087 Jamison Road NW  
 Washington Court House, OH 43160-8748

www.spectrumanalytic.com

Line Number	RESULTS OF ANALYSIS							CALCULATED VALUES					RESULTS OF ANALYSIS												
	LAB NO	Soil pH	Buffer pH	Pounds per Acre Available Nutrient				CEC	% Base Saturation				Pounds per Acre Available Nutrient								Soluble Salts mmhos/cm	O.M. %			
				P	K	Ca	Mg		K	Ca	Mg	Na	S	B	Cu	Fe	Mn	Zn	Na						
1	C00399	7.8		48	32	3562	188	7.4	0.5	90	9														
2																									
3																									
4																									
5																									
6																									
7																									
8																									
9																									
10																									
11	AVERAGE RESULTS																								

### DISPLAY OF AVERAGE RESULTS



Line Number	SAMPLE INFORMATION				FERTILIZER RECOMMENDATIONS IN LBS PER 1000 SQ FT										
	SAMPLE IDENTIFICATION	PLANT TYPE	AREA TYPE	MAINT LEVEL	LIME	Type	NITROGEN	Freq	P2O5	K2O	Mg	Fe	Mn	Zn	
1	L/SF	ST. AUGUSTINE	LAWN	MED.	0		4.50 - 5.50	S	0.75	6.00	1.00				
2															
3															
4															
5															
6															
7															
8															
9															
10															
11	RECOMMENDATIONS FOR AVERAGE RESULTS														

REPORT TO: 11021  
 SITEONE LANDSCAPE  
 8618 PHILLIPS HWY  
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# TURF AND ORNAMENTAL SOIL TEST AND RECOMMENDATION REPORT

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 07/02/2024

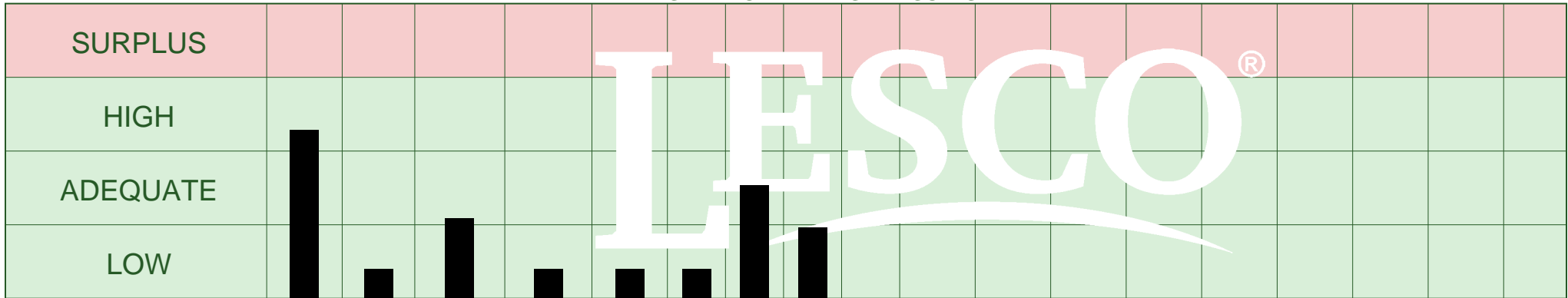
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1087 Jamison Road NW  
 Washington Court House, OH 43160-8748

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

Line Number	RESULTS OF ANALYSIS							CALCULATED VALUES					RESULTS OF ANALYSIS											
	LAB NO	Soil pH	Buffer pH	Pounds per Acre Available Nutrient				CEC	% Base Saturation				Pounds per Acre Available Nutrient								Soluble Salts mmhos/cm	O.M. %		
				P	K	Ca	Mg		K	Ca	Mg	Na	S	B	Cu	Fe	Mn	Zn	Na					
1	C00400	6.7	7.5	120	48	1436	102	3.8	1.4	71	10													
2																								
3																								
4																								
5																								
6																								
7																								
8																								
9																								
10																								
11	AVERAGE RESULTS																							

### DISPLAY OF AVERAGE RESULTS



Line Number	SAMPLE INFORMATION				FERTILIZER RECOMMENDATIONS IN LBS PER 1000 SQ FT									
	SAMPLE IDENTIFICATION	PLANT TYPE	AREA TYPE	MAINT LEVEL	LIME	Type	NITROGEN	Freq	P2O5	K2O	Mg	Fe	Mn	Zn
1	SF+SWP L	SHRUB	LANDSCAPE	MED.	0		2.00 - 4.00	S	0.50	4.00	0.50			
2														
3														
4														
5														
6														
7														
8														
9														
10														
11	RECOMMENDATIONS FOR AVERAGE RESULTS													

## **Tab 8**



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6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

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## Service Report

**Date:** July 10, 2024

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

**Client:** Trout Creek CDD

**Waterways:** 39 ponds

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



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



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



**Pond 1b:** This pond was in fair to good condition. The water level is normal. Perimeter treatment last month for pennywort and torpedo grass had good results.



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



**Pond 2b:** This pond was in fair to good condition. The pond level is normal. Perimeter treatment last month for torpedo grass, pennywort and water lilies was effective. Minor algae to be treated.



**Pond 3a:** This pond was in good condition. The water level is normal. Treatment for bacopa and alligator weed last month had good results.



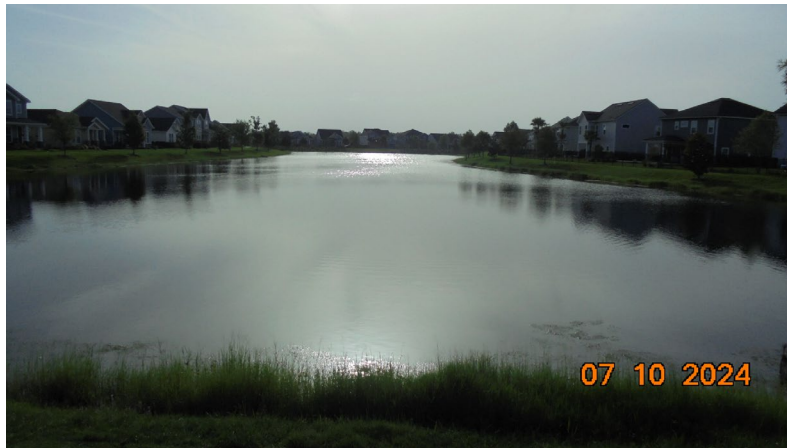
**Pond 6:** This pond was in good condition. The water level is low.



**Pond 7a:** Pond was in good condition. The water level is normal. Algae treatment last month was effective.



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



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





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



**Pond 9a:** Pond was in fair to good condition. The water level is normal.



**Pond 9b:** Pond was in good condition. The water level is normal. Perimeter treatment last month for torpedo grass and alligator weed had good results.



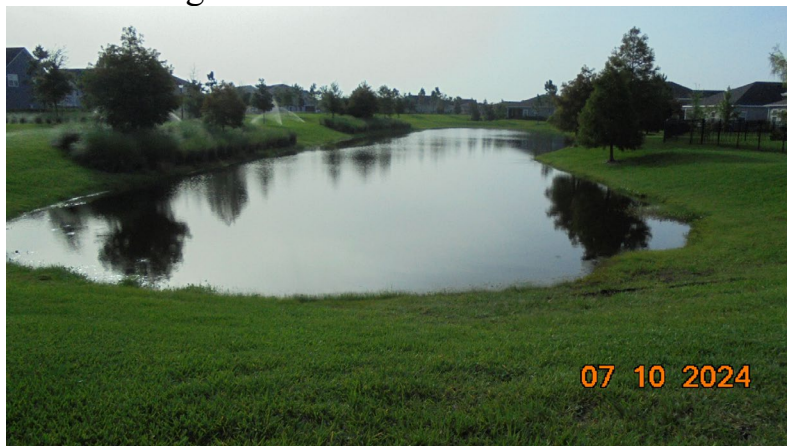
**Pond 9c:** Pond was in much improved condition. The water level was normal. Treatment for algae last month had very good results.



**Pond 10a:** Pond was in good condition. The water level is good. Treatment of perimeter for torpedo grass and maiden cane last month was effective.



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



**Pond 10d:** Pond was in poor condition. The water level is normal. Algae scheduled for treatment again.



**Pond 11a:** Pond was in poor condition. The water level is good. Treatment scheduled for algae on this pond.



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



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



**Pond 12a:** Pond was in good condition. The water level is normal. Treatment of perimeter for torpedo grass and minor cattails last month had good results.



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



**Pond 14b:** Pond was in fair condition. The water level is normal. Perimeter treatment last month was effective. Algae scheduled for treatment.



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



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



**Pond 21B:** Pond is in fair condition. The water level is good. Treated for algae again this month.



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



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



**Pond 23A:** Pond is in good condition. The water level is good. Treatment for torpedo grass and Duck potato last month had good results.



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



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



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



**Note:** Common area around pond is not being maintained.



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





**Pond 31:** Pond is in fair condition. The water level is normal. Perimeter will be treated this month.



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



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

Missed picture.

**Note:** Could we have the area around the two new ponds mowed to improve the appearance and allow me to treat the perimeter with a John Deere Gator.

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



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



Jim Charles

## **Tab 9**

**Trout Creek CDD  
GM Operations Report for July 17, 2024**

**Administration:**

- Meeting with the maintenance team to discuss open tickets and upcoming projects.
- Interviewing for AGM and LD positions
- Landscape drive and walks in phase 1 with The Greenery management staff. Areas of concentration were the Springs, North Cove, The Cove (entry), and Kayak Club.
- Onsite for July 4<sup>th</sup> (7:30am-3:30pm).
- Weekly staff meeting every Thursday morning.
- Meetings with potential sponsors, vendors, and advertisers
- Code and approve invoices
- Code debit card receipts
- Follow up with July 4<sup>th</sup> vendors

**Kayak Hub:**

- June Square Category Sales Report ([attached](#))
- June Square Item Sales Report ([attached](#))

**Lifestyle:**

**10% Vendor Fee: \$1617.39**

**Fitness Instruction Revenue: Total: \$117.40**

**TOTAL Special Event Income \$1734.79**

**Maintenance:**

- Street sign at chalet and Martha repaired to due being hit
- Tennis court gate magnet repaired
- 1 new rain chain installed, and 3 rain chains repaired
- Repaired damaged handle at dog park gate
- Replaced tire at tot lot teeter totter
- Cut down pvc pipes protruding from ground in multiple areas in phase 3
- Met with landscape vendors
- Met with electrical companies for quotes
- Filled in deep holes and added concrete below them at dog park
- Adjusted light timers due to power outages
- Repaired main pool gate again
- Repaired gate lock at dog park again
- Changed gfci outlet at café
- Repaired pavers at falls park
- Removed graffiti from signs at woodlands trail entrance
- Added 240lbs of clay to courts

- Fence at pool deck was installed, main gates to be replaced on the 15<sup>th</sup>
- Obtaining quotes for paver firepit repair from vandalism
- Lock changed at dog station at dog park

**Vandalism/Mischief Issues:**

- The glass insert of the fire extinguisher was removed from case
- Graffiti on sign removed



**BELYNDA THARPE**  
General Manager-Trout Creek CDD  
100 Kayak Way| St. Augustine, FL  
32092  
Direct 904.342.3739  
Email [belynda.tharpe@fsresidential.com](mailto:belynda.tharpe@fsresidential.com)

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Jun 1, 2024 - Jun 30, 2024



# Item Sales Report

Item	GTIN	SKU	Category	Unit	Items Sold	Units Sold	Gross Sales
10 percent CDD Vendor Fee			Uncategorized	ea	6	6	\$804.49
Regular		W923731		ea	6	6	\$804.49
Fitness Classes May			Uncategorized	ea	2	2	\$77.40
Regular				ea	2	2	\$77.40
Gate clicker			Accessories	ea	7	7	\$350.00
Regular				ea	7	7	\$350.00
Key Fob			Accessories	ea	50	50	\$1,500.00
Regular				ea	50	50	\$1,500.00
Airheads			Candy	ea	155	155	\$38.75
Regular				ea	155	155	\$38.75
<b>Total</b>				<b>multiple</b>	<b>1,658</b>		<b>\$13,657.49</b>

Item	GTIN	SKU	Category	Unit	Items Sold	Units Sold	Gross Sales
Butterfinger			Candy	ea	14	14	\$24.50
Regular				ea	14	14	\$24.50
Hersheys Milk Chocolate			Candy	ea	30	30	\$52.50
Regular				ea	30	30	\$52.50
Kit Kat			Candy	ea	28	28	\$49.00
Regular				ea	28	28	\$49.00
M&M			Candy	ea	7	7	\$12.25
Regular				ea	7	7	\$12.25
Milky Way			Candy	ea	4	4	\$7.00
Regular				ea	4	4	\$7.00
Reese's			Candy	ea	21	21	\$36.75
Regular				ea	21	21	\$36.75
Skittles			Candy	ea	33	33	\$57.75
<b>Total</b>				<b>multiple</b>	<b>1,658</b>		<b>\$13,657.49</b>

Item	GTIN	SKU	Category	Unit	Items Sold	Units Sold	Gross Sales
Regular				ea	33	33	\$57.75
Snickers			Candy	ea	17	17	\$29.75
Regular				ea	17	17	\$29.75
Sour Punch			Candy	ea	16	16	\$28.00
Regular				ea	16	16	\$28.00
Sour Skittles			Candy	ea	30	30	\$52.50
Regular				ea	30	30	\$52.50
Starburst			Candy	ea	23	23	\$40.25
Regular				ea	23	23	\$40.25
Chips			Chips	ea	132	132	\$198.00
Regular				ea	132	132	\$198.00
Chips and Side			Chips	ea	19	19	\$57.00
Regular		2698135		ea	19	19	\$57.00
<b>Total</b>				<b>multiple</b>	<b>1,658</b>		<b>\$13,657.49</b>



Item	GTIN	SKU	Category	Unit	Items Sold	Units Sold	Gross Sales
Coke			Cold Beverages	ea	75	75	\$112.50
Regular				ea	75	75	\$112.50
Diet Coke			Cold Beverages	ea	21	21	\$31.50
Regular				ea	21	21	\$31.50
Fiji Water			Cold Beverages	ea	29	29	\$58.00
Regular				ea	29	29	\$58.00
Gatorade			Cold Beverages	ea	68	68	\$102.00
Regular				ea	68	68	\$102.00
Lavit Flavored Teas			Cold Beverages	ea	2	2	\$3.00
Regular				ea	2	2	\$3.00
Powerade			Cold Beverages	ea	40	40	\$80.00
Regular				ea	40	40	\$80.00
Pure Leaf Sweet Tea			Cold Beverages	ea	5	5	\$10.00
<b>Total</b>				<b>multiple</b>	<b>1,658</b>		<b>\$13,657.49</b>

Item	GTIN	SKU	Category	Unit	Items Sold	Units Sold	Gross Sales
Regular				ea	5	5	\$10.00
Sparkling Ice Flavors			Cold Beverages	ea	4	4	\$8.00
Regular				ea	4	4	\$8.00
Sprite			Cold Beverages	ea	38	38	\$57.00
Regular				ea	38	38	\$57.00
Vitamin Water			Cold Beverages	ea	12	12	\$24.00
Regular				ea	12	12	\$24.00
Water Zephyrhills			Cold Beverages	ea	69	69	\$69.00
Regular				ea	69	69	\$69.00
Americano Coffee			Hot Beverages	ea	14	14	\$21.00
Regular				ea	14	14	\$21.00
Espresso			Hot Beverages	ea	1	1	\$1.50
Regular				ea	1	1	\$1.50
<b>Total</b>				<b>multiple</b>	<b>1,658</b>		<b>\$13,657.49</b>

Item	GTIN	SKU	Category	Unit	Items Sold	Units Sold	Gross Sales
Latte			Hot Beverages	ea	2	2	\$4.00
Regular				ea	2	2	\$4.00
Ice Pops			Ice Cream	ea	2	2	\$1.00
Regular				ea	2	2	\$1.00
Mini melts			Ice Cream	ea	436	436	\$1,744.00
Regular				ea	436	436	\$1,744.00
Personal Pizza			Pizza	ea	29	29	\$116.00
Regular				ea	29	29	\$116.00
Club Room - Weekday			RENTAL FEES	hr	1	3	\$165.00
Regular				hr	1	3	\$165.00
Club Room - Weekend			RENTAL FEES	hr	4	13.3	\$1,064.00
Regular				hr	4	13.3	\$1,064.00
Outpost			RENTAL FEES	hr	4	14	\$770.00
<b>Total</b>				<b>multiple</b>	<b>1,658</b>		<b>\$13,657.49</b>

Item	GTIN	SKU	Category	Unit	Items Sold	Units Sold	Gross Sales
Regular				hr	4	14	\$770.00
Pavilion			RENTAL FEES	hr	7	22	\$1,210.00
Regular				hr	7	22	\$1,210.00
Alcohol Security Deposit			Security Deposit	ea	2	2	\$1,010.00
Regular				ea	2	2	\$1,010.00
Security Deposit			Security Deposit	ea	14	14	\$2,870.00
Regular				ea	14	14	\$2,870.00
Chips Deluxe Minis			Snacks	ea	2	2	\$2.50
Regular				ea	2	2	\$2.50
Famous Amos			Snacks	ea	6	6	\$9.00
Regular				ea	6	6	\$9.00
Hot Dog			Snacks	ea	86	86	\$215.00
Regular		284161R		ea	86	86	\$215.00
<b>Total</b>				<b>multiple</b>	<b>1,658</b>		<b>\$13,657.49</b>

Item	GTIN	SKU	Category	Unit	Items Sold	Units Sold	Gross Sales
Nacho cheese			Snacks	ea	10	10	\$12.50
Regular				ea	10	10	\$12.50
PB&J Uncrustable			Snacks	ea	14	14	\$28.00
Regular		Q006467		ea	14	14	\$28.00
Pretzel			Snacks	ea	61	61	\$244.00
Regular				ea	61	61	\$244.00
Tostitos Chunky Salsa			Snacks	ea	4	4	\$5.00
Regular				ea	4	4	\$5.00
10 percent CDD Vendor Fee			Special Events	ea	1	1	\$154.10
Regular		W923731		ea	1	1	\$154.10
Personal Training			Special Events	ea	1	1	\$40.00
Regular		T413359		ea	1	1	\$40.00
<b>Total</b>				<b>multiple</b>	<b>1,658</b>		<b>\$13,657.49</b>

Jun 1, 2024–Jun 30, 2024



# Category Sales Report

Category	Items Sold	Gross Sales	
Uncategorized	8	\$881.89	CDD
Accessories	57	\$1,850.00	Cafe (Fobs / Gate Clickers)
Candy	378	\$429.00	Cafe
Chips	151	\$255.00	Cafe
Cold Beverages	363	\$555.00	Cafe
Hot Beverages	17	\$26.50	Cafe
Ice Cream	438	\$1,745.00	Cafe
Pizza	29	\$116.00	Cafe
RENTAL FEES	16	\$3,209.00	CDD
Security Deposit	16	\$3,880.00	CDD
Snacks	183	\$516.00	Cafe
Special Events	2	\$194.10	CDD
<b>Total</b>	<b>1,658</b>	<b>\$13,657.49</b>	

## **Tab 10**



FPL Account Number: 0260866256

FPL Work Request Number: \_\_\_\_\_

### LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Trout Creek CDD (hereinafter called the Customer), requests on this 8th day of July, 2024, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) \_\_\_\_\_ Shearwater PH 3D, located in St. Augustine, Florida.

- (a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
Traditional Carriage (Town & Country) - W/Side Panels	39	3500	3K	13	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.fpl.com/led](http://www.fpl.com/led)



Pole Description	# Installed	# Removed
13' Fiberglass Pole	13	

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

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

**FPL AGREES:**

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

**THE CUSTOMER AGREES:**

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$63.20. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
  - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
  - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
  - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

**IT IS MUTUALLY AGREED THAT:**

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

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

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

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

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

Charges and Terms Accepted:

Trout Creek CDD

Customer (Print or type name of Organization)

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

Signature (Authorized Representative)

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

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

**FLORIDA POWER & LIGHT COMPANY**



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

(Signature)

Chris Venoy

(Print or type name)

Title: FPL LT-1 Representative

# Tab 11

STATE OF Florida  
COUNTY OF St. Johns

Preparer's name: and address

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

Grantee's Address

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

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

ROADWAY EASEMENT  
SHEARWATER PHASE 3H

For and in consideration of Ten and 00/100 dollars (\$ 10.00 ) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to **BELLSOUTH TELECOMMUNICATIONS, LLC., a Georgia limited liability company, d/b/a AT&T Florida**, and its parent and its parent's direct and indirect and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns (hereinafter referred to as "Grantee"), a non-exclusive easement to construct, operate, maintain, add, and/or remove such systems of communications (including broadcast), facilities, standby generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, and related items as the Grantee may from time to time deem necessary in the conduct of its business upon, over, and under a portion of the lands described in Map Book 125, page 70-83, St. Johns County, Florida Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

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

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

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

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

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

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

SPECIAL STIPULATIONS OR COMMENTS:

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

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

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

Signed, sealed and delivered in the presence of:

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

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

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

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

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

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

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

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

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

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

Personally Known  OR Produced Identification

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

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

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

EXHIBIT A”

BEING THE PLATTED ROAD RIGHTS-OF-WAY OF KINGBIRD DRIVE, SMOKERISE DRIVE, KELLEN COURT AND HORATIO COURT AS SHOWN ON THE PLAT OF SHEARWATER PHASE 3H AS RECORDED IN MAP BOOK 125, PAGES 70-83 PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

# **Tab 12**



**AGREEMENT BETWEEN TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT AND SHEARWATER  
HOMEOWNERS ASSOCIATION, INC. FOR THE USE OF  
BULK RECLAIMED WATER**

**THIS AGREEMENT FOR THE USE OF BULK RECLAIMED WATER** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between:

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

**Shearwater Homeowners Association, Inc.**, a Florida not-for-profit corporation, whose mailing address is 6620 Southpoint Drive, Suite #610, Jacksonville, Florida 32216 ("**Association**"), and together with the District, "**Parties**").

**RECITALS**

**WHEREAS**, the District has previously entered into an “Agreement between JEA and Trout Creek Community Development District for the Delivery and Use of Bulk Reclaimed Water” dated \_\_\_\_\_ for the delivery and use of reclaimed water for irrigation purposes within Shearwater (“JEA Agreement”); and

**WHEREAS**, the District utilizes reclaimed water for irrigation purposes within its boundaries; and

**WHEREAS**, the Association also desires to use reclaimed water to provide irrigation to its landscaping at such locations as identified on Exhibit A attached hereto (“Association Landscape Areas”); and

**WHEREAS**, the Association has requested that the District allow the Association to withdraw available reclaimed water from the District’s reclaimed water system to irrigate the Association Landscape Areas (“Reclaimed Water Withdrawals”); and

**WHEREAS**, in exchange for the Reclaimed Water Withdrawals, the Association agrees to pay to the District the amounts provided for herein; and

**WHEREAS**, the District determines that it is in the best interest of the Shearwater community to allow for the Reclaimed Water Withdrawals provided that there is no additional cost imposed on landowners within the District.

**NOW, THEREFORE**, in consideration of the obligations set forth herein, the Parties agree as follows:

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

**2. PROVISION OF RECLAIMED WATER.** The District agrees to allow the Association to undertake the Reclaimed Water Withdrawals as described in this Agreement. During the term of this Agreement, the Association shall pay to the District a portion of the total monthly charges incurred by the District as described in Exhibit B as compensation for the Reclaimed Water Withdrawals relating to the Association Landscape Areas (“Association Percentage”). Upon execution of this Agreement, Association agrees to remit payment to the District for the Association Percentage of total costs incurred by the District during from \_\_\_\_\_. Beginning July 1, 2024, on a going forward basis, the District agrees to invoice the Association on a quarterly basis for the total amount due by the Association calculated based on the Association Percentage of monthly charges incurred by the District during each of the immediately preceding three (3) months. Association agrees to remit payment in full to the District within thirty (30) days of receipt of each such quarterly invoice. This payment may be adjusted by the District on an annual basis with the consent of the Association, which consent shall not be unreasonably withheld. This Agreement does not guarantee the availability of reclaimed water. Availability may be subject to District pump capacity, and the District shall have no liability to the Association if reclaimed water is no longer available for any reason.

**3. TERM.** This Agreement shall become effective as of \_\_\_\_\_ and shall remain in effect until terminated upon agreement by the Parties.

**4. CARE OF THE PROPERTY.** The Association shall use all due care to protect the property of the District from damage by the Association or its employees or agents. The Association agrees to repair any damage resulting from its actions within seventy-two (72) hours. Any such repairs shall be at the Association’s sole expense, provided, however that the District may undertake such repairs internally and bill the Association for associated costs.

**5. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In connection with the use of District’s reclaimed water system, the Association shall comply with all conditions and obligations imposed on the District by the JEA Agreement. Further, the Association shall ensure that its actions are in compliance with all local, state, and federal regulations. The Association shall take any action necessary to promptly correct instances of non-compliance, or comply with any and all regulatory orders or requirements affecting the District’s reclaimed water system by any governmental authority having jurisdiction. The Association shall promptly notify the District in writing of all such instances of non-compliance, orders or requirements.

**6. INDEMNIFICATION.** Association will defend, indemnify, save and hold the District, and its supervisors, staff, and assigns (“District Indemnitees”) harmless from all loss, damage, injury or any other claims, including all judgments, liens, penalties, fines, liabilities, debts and obligations resulting from the acts or omissions of Association's officers, directors, agents, assigns or employees in connection with the Reclaimed Water Withdrawals. This obligation specifically includes any penalties, fines, or costs incurred by the District by JEA in connection with the actions authorized herein.

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

8. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties hereto relating to the subject matter of this Agreement.

9. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

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

11. **NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the Parties, as follows:

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

With a copy to: Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, Florida 32301  
Attn: Katie S. Buchanan

B. If to Landowner: Shearwater Homeowners Association, Inc.  
6620 Southpoint Dr  
Suite #610  
Jacksonville, FL 32216  
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 the District and counsel for Association may deliver Notice on behalf of the District and Association. 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.

**12. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason of 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 or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Association and their respective representatives, successors, and assigns.

**13. ASSIGNMENT.** Neither the District nor Association may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

**14. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

**15. PUBLIC RECORDS.** Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to Section 119.07(1)(a), Florida Statutes, Association shall permit such records to be inspected and copied by any person desiring to do so. Failure of Association to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.

**16. 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.

**17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**18. 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.

**19. 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, or had the opportunity to receive, 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.

**20. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute or law, 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 the Doctrine of Sovereign Immunity or by operation of law.

**IN WITNESS WHEREOF**, the Parties have each caused their duly authorized officers to execute this Agreement as of the date and year first above-written.

Attest:

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**SHEARWATER HOMEOWNERS  
ASSOCIATION, INC.**

\_\_\_\_\_  
Witness

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

# Trout Creek CDD

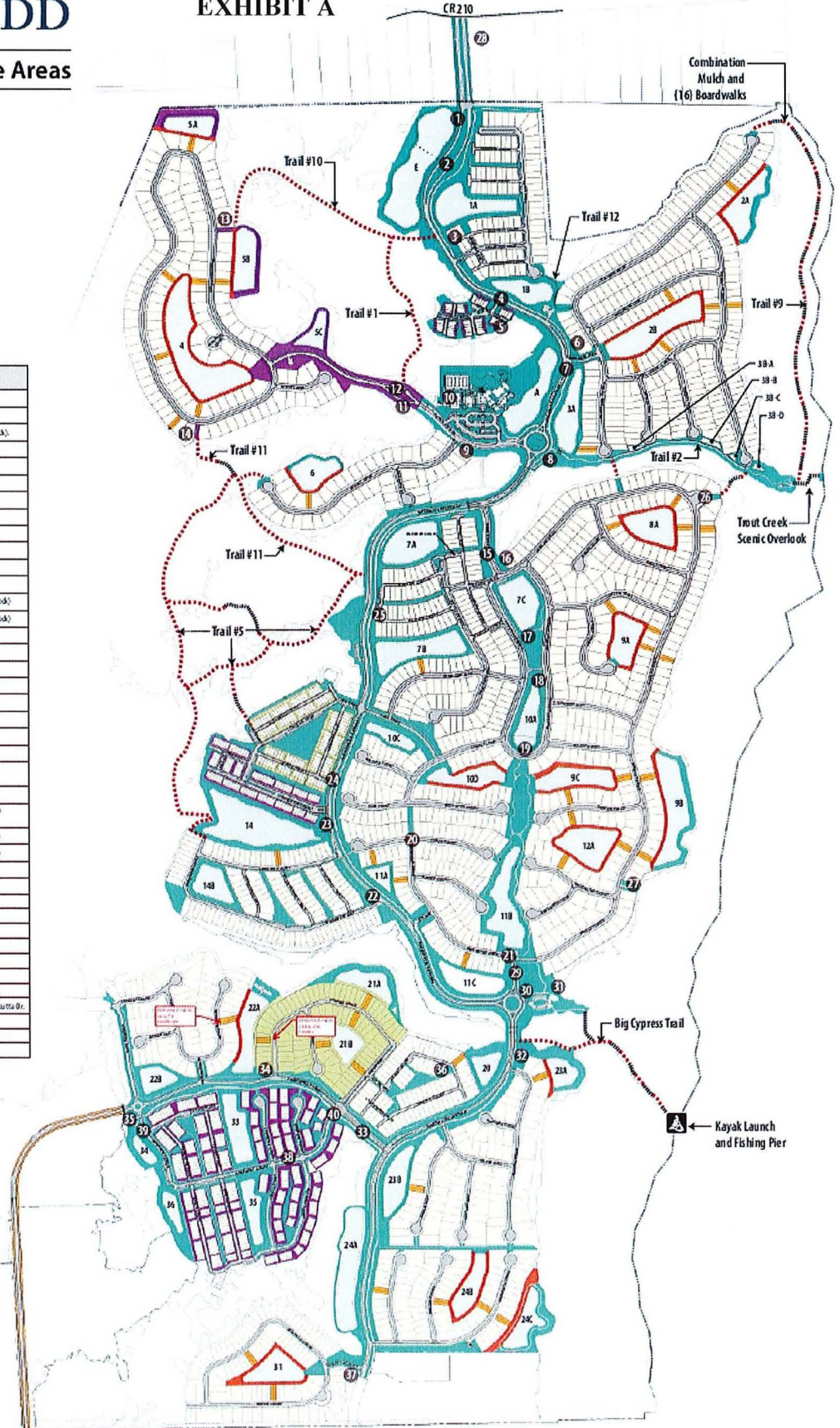
## Landscape Maintenance Areas

### EXHIBIT A

#### LEGEND

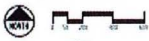
- HOA Maintained Areas
- CDD Maintained Areas
- Homeowner Maintained Pond Bank
- 360 Maintained
- Maintenance Access Easement
- CDD Maintained Trail
- CDD Maintained Boardwalk

Item Number	Note
1	CDD 2" Irrigation Meter, 21 Shearwater Phwy
2	CDD Electric Meter #1, 215 Shearwater Phwy
3	CDD Electric Meter #2, 415 Shearwater Phwy (Phase 1 Irrigation Clock)
4	Phase 1C, 2" HD Irrigation Meter, 19 Tals & Trail
5	Tomahawk Dedicated Irrigation Clock, 21 Shearwater Ct.
6	CDD Electric Meter #3, 619 Shearwater Phwy
7	CDD 2" Irrigation Meter, 615 Shearwater Phwy
8	CDD Electric Meter #5, 871 Shearwater Phwy
9	CDD Electric Meter #4, 121 Kajak Club Way
10	CDD Assembly Irrigation Clock
11	CDD Electric Meter #6, 216 Kajak Club Way
12	HOA 2" Irrigation Meter
13	HOA 1" Irrigation Meter, 605 Glenmore Ct. (Back at of Irrigation Clock)
14	HOA 1" Irrigation Meter 175, Glenmore Ct. (Back at of Irrigation Clock)
15	CDD 2" Irrigation Meter, 78 Falk Dr.
16	CDD Electric Meter #7, 397 Falk Dr. Phase 2A Irrigation Clock
17	CDD Electric Meter #9, 111 Apple Ave
18	CDD Phase 2C Irrigation Clock
19	CDD 2" Irrigation Meter, 244 Bowers Ave
20	CDD 1" Irrigation Meter, 99 Tilden Ct. (Dedicated Irrigation Clock)
21	CDD Electric Meter #11, 41 Ridgeway Dr.
22	CDD 2" Irrigation Meter, 1744 Shearwater Phwy
23	CDD Electric Meter #10, 1626 Shearwater Phwy 2" Irrigation Meter (Phase 2C Irrigation Clock)
24	CDD 2" Irrigation Meter, 1520 Shearwater Phwy
25	CDD Electric Meter #8, 1180 Zilken Ct. Also 1" portable Meter to Serve Dog Park and Garden
26	CDD 1" Irrigation Meter, 363 Windy Dr. (Dedicated Irrigation Clock)
27	CDD 1" Irrigation Meter, 565 Windy Dr. (Dedicated Irrigation Clock)
28	CDD Electric Meter #6, 15 Shearwater Phwy
29	CDD 1" Portable Meter 2165 Shearwater Phwy
30	CDD 1.5" Irrigation Meter 2165 Shearwater Phwy
31	CDD Irrigation Service Output Only
32	CDD 2" Irrigation Meter 2171 Shearwater Phwy
33	CDD Electric Meter - 37 Teberstedt Trail (Phase 3 Irrigation Clock)
34	CDD 2" Irrigation Meter 212 Teberstedt Trail
35	CDD Electric Service - 38 Rosewood Drive
36	CDD 1" Irrigation & Backscatter w/ Irrigation Clock - 204 Quakert.
37	CDD 2" Irrigation Meter & Backscatter w/ Irrigation Clock - 211 Kakuta Dr.
38	CDD Electric Meter & Irrigation Clock - 315 Rosewood Dr.
39	CDD 2" Irrigation Meter - 43 Rosewood Dr.
40	CDD 2" Irrigation Meter - 411 Rosewood Dr.



**PROSSER**

September 28, 2023



**EXHIBIT B**

<b>MAP REF.</b>	<b>METER LOCATION</b>	<b>HOA COST (%)</b>	<b>CDD COST (%)</b>
4	19 Talisa Trail	37	63
23	1626 Shearwater Pkwy	40.5	59.5
24	1560 Shearwater Pkwy	40.5	59.5
39	42 Rosemont Drive	48	52
40	412 Rosemont Drive	48	52