

MINUTES OF MEETING

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

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The **regular** meeting of the Board of Supervisors of Trout Creek Community Development District was held on **Tuesday, February 6, 2018 at 3:00 p.m.** at the Office of Freehold Capital Management located at 322 Paseo Reyes Drive St. Augustine, FL 32095.

Present and constituting a quorum:

Andy Smith	Board Supervisor, Chairman
David Roane	Board Supervisor, Vice Chairman
Michael Gruber	Board Supervisor, Assistant Secretary
Henry Green	Board Supervisor, Assistant Secretary
Doug Davis	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Hopping Green & Sams <i>(Via Speakerphone)</i>
Michael McCollum	Developer, Freehold Communities
Jill Flores	Community Director, CCMC

No Audience Members Present.

FIRST ORDER OF BUSINESS

Call to Order

Ms. Dobbins called the meeting to order at 3:14 p.m.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience members present for comments.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the Audit
Committee Meeting held December 5,
2017**

<p>On a motion by Mr. Smith, seconded by Mr. Green, with all in favor, the Board of Supervisors approved the minutes of the Audit Committee meeting held on December 5, 2017 for Trout Creek Community Development District.</p>
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FOURTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Regular Meeting held December 5, 2017

On a motion by Mr. Smith, seconded by Mr. Green, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' regular meeting held on December 5, 2017 for Trout Creek Community Development District.

FIFTH ORDER OF BUSINESS

Ratification of Operations and Maintenance Expenditures for November 2017 and December 2017

On a motion by Mr. Smith, seconded by Mr. Green, with all in favor, the Board of Supervisors ratified the Operations and Maintenance Expenditures for November 2017 in the amount of \$153,241.65 and December 2017 in the amount of \$98,393.38 for Trout Creek Community Development District.

SIXTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
Discussion ensued regarding the Apple Agreement to have the "App" that Mr. Read developed on the Apple Store. After further review the Board recommended that the "App" be owned by the Homeowners Association and present the Homeowners Association with the Apple Agreement to execute. The Homeowners Association will then reimburse the District for the development cost of this application.
- B. District Engineer
Not present.
- C. Construction Administrator
Mr. McCollum updated the Board on the next phase of construction. He also updated the Board that the boardwalk repairs due to Hurricane Irma will be completed by March.
- D. Amenity Manager Reports
 - 1.) Community Director Report, January 2018
Ms. Flores reviewed the report found under Tab 5. She highlighted that some of the landscaping was damaged by the freezes, which is being reviewed. Also, the fitness equipment had repairs that were under warranty.
 - 2.) Lifestyle Director Report, January 2018
Ms. Flores reviewed the report found under Tab 6.
- E. District Manager
Ms. Dobbins updated the Board that the next meeting is scheduled for March 6, 2018 at 3:00 p.m.

SEVENTH ORDER OF BUSINESS

**Consideration of Water Slide Restoration
Project Proposals**

After discussion, the Board approved a one (1) year agreement in the amount of \$3,300.00 with Slide Renu.

On a motion by Mr. Smith, seconded by Mr. Davis, with all in favor, the Board approved a one (1) year agreement in the amount of \$3,300.00 with Slide Renu for Trout Creek Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Audit Committee
Recommendation**

On a motion by Mr. Smith, seconded by Mr. Roane, with all in favor, the Board approved the Audit Committee recommendation to select McDirmit Davis as the top-ranking auditor proposal for Trout Creek Community Development District.

NINTH ORDER OF BUSINESS

**Discussion Regarding Pool Pump Repair
(Under Separate Cover)**

Mr. Smith updated the Board on current status of investigating a drop in the voltage at the facilities which is causing the pool pumps to shut down and to be restarted manually each time. At this time the original engineer, Shaffer Engineering Group who designed the project, will review it from beginning to end. The Board will be updated once that review has been completed.

TENTH ORDER OF BUSINESS

**Consideration of HOA/CDD Agreement for
CDD Roads for 5K Run
(Under Separate Cover)**

On a motion by Mr. Smith, seconded by Mr. Gruber, with all in favor, the Board approved an agreement with the Homeowners Association to hold and organize the 5K Run within the District (Exhibit A) for Trout Creek Community Development District.

ELEVENTH ORDER OF BUSINESS

**Audience Comments and Supervisor
Requests**

There were no audience members present for comments.

Mr. Smith updated the Board that MBS will be asked to run a sizing analysis for the next bond series, which may hit the market in May / June.


TENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Smith, seconded by Mr. Davis, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 4:18 p.m. at for Trout Creek Community Development District.



Secretary / Assistant Secretary



Chairman / Vice Chairman

Exhibit A

Hopping Green & Sams

Attorneys and Counselors

February 6, 2018

Shearwater HOA
100 Kayak Way
St. Augustine, FL 32092
Attn: Andy Smith, Secretary/Treasurer

Re: Use of Trout Creek CDD Roads –
The Shearwater 5K run

Dear Mr. Smith:

I am writing on behalf of the Trout Creek Community Development District (the “District”) regarding your request to utilize a portion of the District’s roads as depicted in the map hereto as **Exhibit B** (the “Property”), starting at 100 Kayak Way, St. Augustine, FL 32092 for the purpose of the Shearwater 5K run which shall take place on Saturday, April 21nd, 2018 starting at 7:00AM. The District is happy to allow the Shearwater HOA to use the Property under the terms outlined below, and described in the addendum hereto as **Exhibit A**. As counsel for the District, I have the authority to offer this agreement on behalf of the District.

The HOA is responsible for any and all costs associated with the 5K including, but not limited to, permits, insurance, and law enforcement assistance for directing the 5K. In the event of cancelation or delay, the District is not obligated to reimburse the HOA for any costs or fees.

The HOA shall indemnify and hold harmless Trout Creek Community Development District and its officers, agents and employees from and against any and all liability for any and all personal injury, wrongful death or property damage, including attorney’s fees, arising out of or resulting from the HOA’s use of the Property at the Trout Creek Community Development District. The HOA shall provide to the District a Trout Creek Community Development District Consent and Release from Liability in the form attached hereto as **Exhibit C**, fully executed by all participants in the 5K and the parent or legal guardian of such participant, if a minor, prior to the 5K.

Nothing herein shall be construed as a waiver of the District’s sovereign immunity granted by section 768.28, Florida Statutes.

Additionally, the HOA shall carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Property, in the amounts specified and in the form hereinafter provided for:

- a. Commercial General Liability Insurance. HOA shall carry commercial general liability insurance covering claims arising from bodily injury and property damage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate

and insuring against legal liability of the insured with respect to the Property or arising out of the maintenance, use or occupancy thereof. The liability policy also shall cover, but not be limited to, host liability coverage and other contractual liabilities of the HOA arising from the 5K and this Agreement.

b. Excess Liability Insurance. HOA shall carry and maintain umbrella liability insurance with a limit of not less than \$1,000,000.00 per occurrence.

c. Special Event Coverage. HOA shall carry special event insurance covering claims arising from bodily injury and property damage related to spectators with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and participant accident medical coverage for \$10,000 per accident.

d. Certificate of Insurance. A certificate of insurance naming the District, their supervisors, staff and consultants as additional insured in connection with HOA's insurance is attached and incorporated hereto as **Exhibit D**.

The District has the absolute right to terminate this agreement and rescind this permission with thirty (30) days written notice for any reason or no reason at all.

Thank you for your consideration and cooperation in this matter. Should you have any questions or concerns regarding the foregoing, please let me know. Otherwise, I look forward to receiving an executed copy of this letter thirty (30) days prior to the date of the 5K.

Very truly yours,

Katie S. Buchanan

Agreed to:



Exhibit A
5K Addendum

Shearwater HOA 5K ("5K")

Date: Saturday, April 21, 2018, 7:00a.m.

The Shearwater HOA is fulfilling the key leadership roles (the "5K Committee"). Additional members will be added to ensure a well organized and executed event.

Route: Route will start at 100 Kayak Way. The participants will run west to "Woodlands." They will then head East on the West Trail (#10). They will turn Northbound around the main entrance storm water pond and cross the road at the Timberlin Creek crosswalk. They will then head South on the Parkway Trail (#4). They will take a left heading East on Atlas Drive and then turn right onto Archwood Drive. They will cross over to Northcreek utilizing the North Connector Trail (#12). They will then head East down Palisade Drive to connect to the East Creek Trail (#9). They will head South to the overlook boardwalk, and then head West on North Trout Creek Trail (#2), run through the roundabout and finish at 100 Kayak Way.

Parking: Guests to community will be directed to park in the benefitted gated area, the "Woodlands". The guests will be directed by parking attendants.

Fees/insurance rider through Shearwater HOA and Milestone Racing Authority. All participating vehicles will have proper insurance and forms submitted to Trout Creek Community Development District.

Road Detail: St. Johns County Sheriff's Office ("SJCSO"), Bartram Trail ROTC or like group will be enlisted to direct traffic at numerous locations at perimeter of the 5K Route. The 5K Committee will consult with SJCSO on best options for traffic control.

An emergency vehicle access plan will be created by Jim Shields, Milestone Racing Authority, working with the SJCSO. In the event that an emergency vehicle needs to get into Shearwater, parking attendants will be advised to direct participants as instructed.

A Festival is planned along with the 5K, and will take place in the parking lot of the amenity center. The festival will begin at 9 a.m. and end at 10 a.m.

Garbage detail handled by Bartram Trail NHS students; garbage boxes set up at key points.

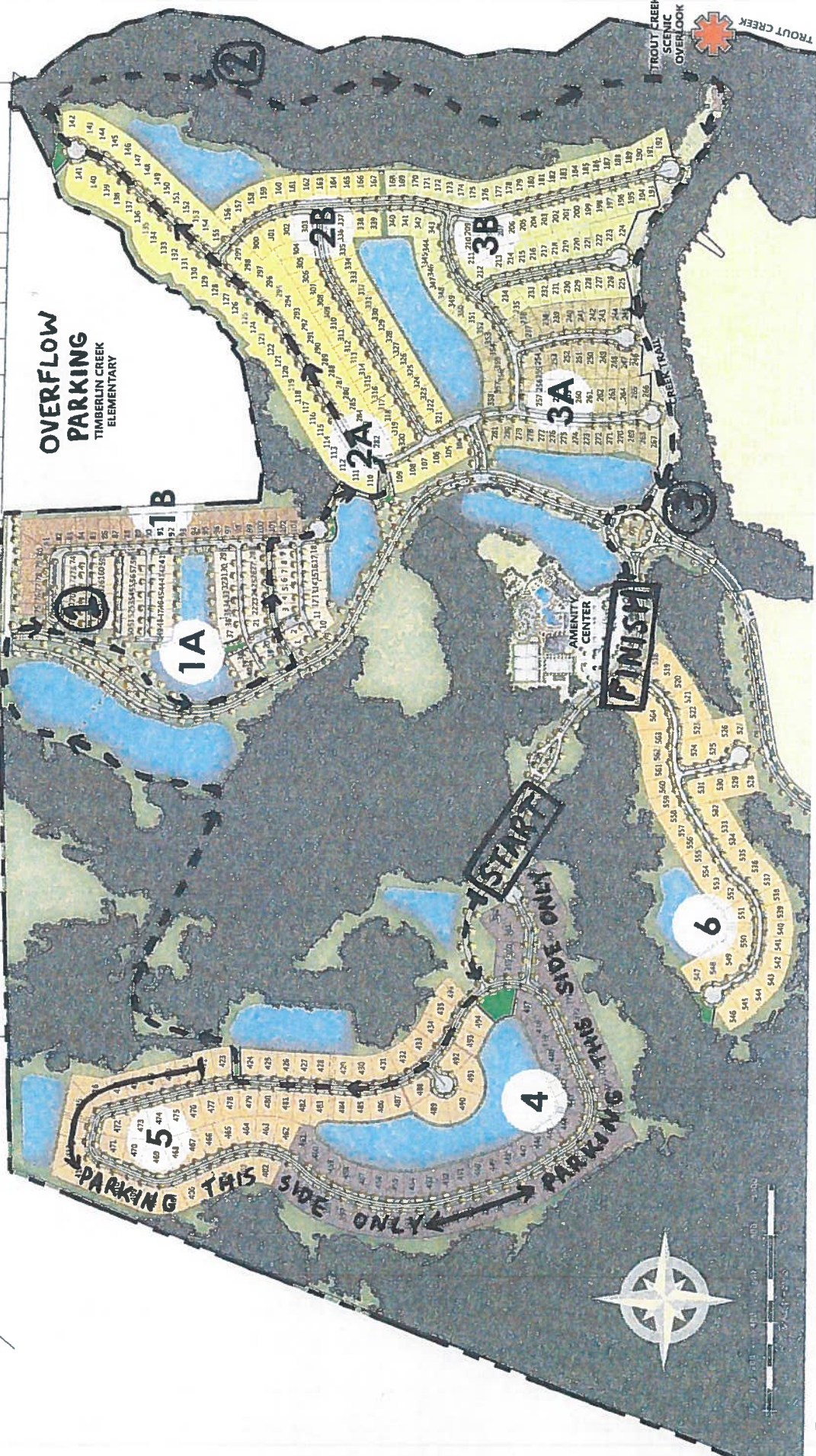
The neighborhood most affected by the 5K would be Richmond American section. The 5K Committee estimates that the duration of the 5K will be one hour. All residents will be notified by the Shearwater HOA by email, mailbox flyers, etc.

Exhibit B
5K Route

COUNTY ROAD 210

OVERFLOW
PARKING
TIMBERLIN CREEK
ELEMENTARY

TROUT CREEK
SCENIC
OVERLOOK



SHEARWATER
Freehold Communities



Phase 1A

1/12/16

Exhibit C
WAIVER AND RELEASE

I, _____, on behalf of myself, my personal representatives, my minor children and my heirs hereby voluntarily agree to indemnify, defend, release, hold harmless, and forever discharge the Trout Creek Community Development District (the "District"), and its present, former, and future supervisors, staff, officers, employees, representatives, agents and contractors from any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, my children's and my guests' use of the facilities and lands owned by the District in connection with the Shearwater HOA 5K, including any and all activities related to the Shearwater 5K, and any transportation to and from such activities. I expressly acknowledge that I assume all risk for any and all injuries and illness that may result from my, my children's and my guests' participation in any and all of these activities, including but not limited to any injuries sustained by me, my children and my guests. Without limiting the foregoing, I hereby acknowledge and agree that the District will not in any way supervise or oversee the activities occurring on the District's property in connection with the Shearwater HOA 5K. This Waiver and Release is binding upon me, my children, my guests, my heirs, executors, legal representatives, and successors. The provisions of this Waiver and Release will continue in full force and effect even after the conclusion of my use of the District's property. The provisions of this waiver of liability may be waived, altered or amended or repealed, in whole or in part, only upon the prior written consent of the District.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I further understand that nothing in this waiver and release shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes or other statute or law. I agree that if any portion of this waiver and release is deemed invalid, that the remainder will remain in full force and effect.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT AND FURTHER UNDERSTAND THAT BY SIGNING THIS DOCUMENT THAT I AM WAIVING CERTAIN LEGAL RIGHTS AND REMEDIES. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT BY SIGNING BELOW, SUCH WAIVER AND RELEASE, INCLUDING ALL OF THE TERMS IN THE PRECEDING PARAGRAPHS, SHALL APPLY EACH AND EVERY TIME I, MY CHILD OR MY GUEST UTILIZE THE DISTRICT'S FACILITIES OR LANDS.

Name

Mailing Address

Parent or Guardian Signature

Telephone Number

Participant Signature

Date

Exhibit D
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sadler & Company, Inc. PO Box 5866 Columbia South Carolina 29250	CONTACT NAME: Sadler Sports & Recreation Insurance Team	
	PHONE (A/C, No, Ext): 800-622-7370	FAX (A/C, No): 803-256-4017
	E-MAIL ADDRESS: sport3@sadlersports.com	
	PRODUCER CUSTOMER ID:	
INSURED Shearwater Homeowners Association, Inc. 100 Kayak Way Saint Augustine, FL 32092 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nationwide Mutual Insurance Company	NAIC # 23787
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		


COVERAGES **CERTIFICATE NUMBER:** W01198326 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6BRPG0000006055900	04/21/2018 12:01 AM EDT	04/22/2018 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000006055900	04/21/2018 12:01 AM EDT	04/22/2018 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Legal Liability to Participants (LLP) limit is a per occurrence limit.
Event Name: Shearwater 5K Run/Walk Type of Event: Walk and Run Distance:5K
Event Date (including ancillary events and set-up/tear-down): 4/21/2018 to 4/21/2018 Number of Participants: 250 Event Location: Shearwater Homeowner's Association , 100 Kayak Way, St. Augustine

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER Trout Creek CDD 2806 North Fifth Street, Unit 403 St. Augustine, FL 32084 (Owner/Lessor of Premises)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas