



Rizzetta & Company

# Trout Creek Community Development District

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**Board of Supervisors' Meeting  
September 15, 2021**

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

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

## **TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St Augustine, FL 32084.

<b>Board of Supervisors</b>	Andy Smith David Roane Michael Gruber Frank Murphy Ryan Stone	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b> <b>Associate District Manager</b>	Melissa Dobbins Carol Brown	Rizzetta & Company, Inc. Rizzetta & Company, Inc.
<b>District Counsel</b>	Jonathan Johnson Katie Buchanan	Hopping Green & Sams, P.A. Hopping Green & Sams, P.A.
<b>District Engineer</b>	Brad Davis	Prosser Inc.

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

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

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

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

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

September 8, 2021

Board of Supervisors  
Trout Creek Community  
Development District

## AGENDA

Dear Board Members:

The **special** meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **September 15, 2021** at 3:00 p.m. at the Shearwater Amenity Center located at 100 Kayak Way, St. Augustine, FL 32092. The following is the tentative agenda for this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Special Meeting held on August 18, 2021.....**Tab 1**
  - B. Ratification of Operations and Maintenance Expenditures for July 2021.....**Tab 2**
  - C. Ratification of Capital Improvements.....**Tab 3**
    - 1.) Account Series 2018, CUS 157-158, CUS 159, 161-165, CUS 160
    - 2.) Account Series 2020, CUS 12-14
  - D. Construction Activity Report, Period Ending July 31, 2021.....**Tab 4**
4. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Construction Administrator
  - D. Amenity and Maintenance Reports
  - E. District Manager
5. **BUSINESS ITEMS**
  - A. Consideration of RFP for Phase 3E and 3F for Civil Site Construction Services (*Under Separate Cover*)
  - B. Consideration of Fiscal Year 2021-2022 District Insurance Policy.....**Tab 5**
  - C. Consideration of Proposal for Charles Aquatic, Inc. for Aquatic Management Services Renewal.....**Tab 6**
  - D. Consideration of Proposal for Vesta Property Services Inc. for Lifeguard Services Renewal.....**Tab 7**
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.

**CALL TO ORDER / ROLL CALL**

**AUDIENCE COMMENTS  
ON AGENDA ITEMS**

# **BUSINESS ADMINISTRATION**

# 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 **special** meeting of the Board of Supervisors of Trout Creek Community Development District was held on **Wednesday, August 18, 2021 at 3:00 p.m.**, at the Kayak Club located at 100 Kayak Way, St. Augustine, FL 32092. Following is the agenda for the meeting.

Present and constituting a quorum:

Andy Smith	<b>Board Supervisor, Chairman</b>
David Roane	<b>Board Supervisor, Vice Chairman</b>
Michael Gruber	<b>Board Supervisor, Assistant Secretary</b>
Frank Murphy	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Carol Brown	<b>Associate District Manager, Rizzetta &amp; Co., Inc.</b>
Katie Buchanan	<b>District Counsel, Hopping Green &amp; Sams</b>
Mike McCollum	<b>Developer, Freehold Capital Management</b>
Matt Melchiori	<b>District Engineer, Prosser, Inc.</b>
Craig Copeland	<b>Community Director, CCMS</b>

Members of the public present.

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Gallagher called the meeting to order at 3:01 p.m.

**SECOND ORDER OF BUSINESS**

**Public Comments on Agenda Items**

Audience members had comments regarding meeting times and JaniKing agreement.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the Board of Supervisors' Special Meeting held on July 21, 2021**

On a motion by Mr. Smith, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' approved Minutes of the Board of Supervisors' Special Meeting held on July 21, 2021 or Trout Creek Community Development District.

**FOURTH ORDER OF BUSINESS**

**Ratification of Operations and Maintenance Expenditures for June 2021**

On a motion by Mr. Smith, seconded by Mr. Roane, with all in favor, the Board of Supervisors' ratified the acceptance of the Operation and Maintenance Expenditures for June 2021 in the amount of \$189,286.04 for Trout Creek Community Development District.

**FIFTH ORDER OF BUSINESS**

**Ratification of Capital Improvement, Account Series 2018, CUS 149-156**

On a motion by Mr. Roane, seconded by Mr. Smith, with all in favor, the Board of Supervisors' ratified the acceptance of the Capital Improvement, Account Series 2018, CUS requisitions 149-156 for Trout Creek Community Development District.

**SIXTH ORDER OF BUSINESS**

**Ratification of Capital Improvement, Account Series 2020, CUS 9-11**

On a motion by Mr. Smith, seconded by Mr. Murphy, with all in favor, the Board of Supervisors' ratified the acceptance of the Capital Improvement, Account Series 2020, CUS requisitions 9-11 for Trout Creek Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Construction Activity Report, Period Ending June 30, 2021**

Report presented under Tab 5 of the Agenda.

**EIGHTH ORDER OF BUSINESS**

**Acceptance of Arbitrage Report,  
Series 2018, Period Ending  
June 30, 2021**

On a motion by Mr. Smith, seconded by Mr. Murphy, with all in favor, the Board of Supervisors' accepted the Arbitrage Report, Series 2018, Period Ending June 30, 2021 for Trout Creek Community Development District.

**NINETH ORDER OF BUSINESS**

**Staff Reports**

- A. District Counsel  
Ms. Buchanan updated the Board on the Boundary Amendment which was authorized 4 to 1 by county commissioners.  
  
Ms. Buchanan reviewed with the Board a way to formalize the meeting process and asked for them to consider prior to the next meeting for further discussion.
- B. District Engineer  
No report presented.
- C. Construction Administrator  
Mr. McCollum updated the Board that the bids are out and should have them back before the next meeting.
- D. Amenity and Maintenance Reports  
Mr. Copeland updated the Board on staff changes, new plant materials being installed, landscape enhancements / replacements and school bus pick-up issues.
- F. District Manager  
Ms. Gallaher notified the Board and audience of the next meeting date, scheduled for September 15, 2021 at 3 pm.

**TENTH ORDER OF BUSINESS**

**Consideration of Proposal for Jani-King Janitorial Services**

Mr. Copeland reviewed the JaniKing proposal. He stated it would be for 5 days per week, Monday through Friday.

On a motion by Mr. Smith, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' approved the Proposal for the Jani-King Janitorial Services in the monthly amount of \$2,922 for Trout Creek Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Amendment to CCMC Agreement for Janitorial Services**

Mr. Copeland presented to the Board the New Staffing Proposal (Exhibit A). Ms. Buchanan asked Mr. Copeland if this proposal had any overlap in services with the Jani-King proposal. Mr. Copeland stated "No, there was not".

On a motion by Mr. Smith, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' approved the New Staffing Proposal Amendment to CCMC Agreement (Exhibit A) for Trout Creek Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-11, Designating Date, Time, and Location of Regular Fiscal Year 2021-2022 Meetings**

Discussion ensued. Board of Supervisor directed staff to amend schedule to include a May & August 6 pm meeting and to find a meeting location.

On a motion by Mr. Smith, seconded by Mr. Gruber, by majority vote, Mr. Murphy opposed, the Board of Supervisors adopted Resolution 2021-11, Designating Date, Time, and Location of Regular Fiscal Year 2021-2022 Meetings, as amended, for Trout Creek Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Public Hearing on Fiscal Year 2021-2022 Budget**

On a motion by Mr. Smith, seconded by Mr. Roane, with all in favor, the Board of Supervisors' Opened the Public Hearing on Fiscal Year 2021-2022 Budget for Trout Creek Community Development District.

Ms. Gallagher reviewed the proposed budget and Ms. Buchanan explained max assessments and how landowners would be informed of increases.

Audience members inquired about assessments, how they are collected, what happens if there is a surplus, special assessments, reserves, streetlights location and costs.

Ms. Buchanan explained the differences between Debt Service and Operation & Maintenance.

Audience members inquired about a gate, increasing staffing hours, lazy river hours, safety concerns, ping pong tables, pickleball, pool tables, amenity host, safety inspections, pond concerns, insects and adding fish to the ponds.

On a motion by Mr. Smith, seconded by Mr. Murphy, with all in favor, the Board of Supervisors' Closed the Public Hearing on Fiscal Year 2021-2022 Budget for Trout Creek Community Development District.

**FOURTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-12,  
Approving Fiscal Year 2021-2022  
Final Budget**

On a motion by Mr. Smith, seconded by Mr. Roane, with all in favor, the Board of Supervisors' adopted Resolution 2021-12, Approving Fiscal Year 2021-2022 Final Budget for Trout Creek Community Development District.

**FIFTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-13,  
Imposing Special Assessments**

On a motion by Mr. Smith, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' adopted Resolution 2021-13, Imposing Special Assessments and certifying the assessment roll for Trout Creek Community Development District.

**SIXTEENTH ORDER OF BUSINESS**

**Acceptance of Third Addendum to  
District Services Agreement**

On a motion by Mr. Smith, seconded by Mr. Roane, with all in favor, the Board of Supervisors' approved the Third Addendum to District Services Agreement with Rizzetta & Company for Trout Creek Community Development District.

**SEVENTEENTH ORDER OF BUSINESS**

**Ratification of Acceptance of  
Landscape & Irrigation Install, Phase  
3A with Randy Suggs**

On a motion by Mr. Roane, seconded by Mr. Smith, with all in favor, the Board of Supervisors' ratified the acceptance of Landscape & Irrigation Install, Phase 3A with Randy Suggs for Trout Creek Community Development District.

**EIGHTEENTH ORDER OF BUSINESS**

**Audience Comments and Supervisor  
Request**

**Supervisor Requests:**

Mr. Murphy requested Board to explore adding additional parking.

Mr. Murphy motioned to request parking study proposals from the District Engineer. Seconded by Mr. Smith. Through further discussion, the Board decided not to move forward and motion was rescinded.

**Audience Comments:**

Audience members commented on the following: golf cart paths with posts, entrance to school, drop-off line at school, staffing increases, developer owning land next to Goddard school, kayak launch, fishing pier, widening creek, resident committees, landscape concerns, alternat golf cart parking, restricted access, use of the lazy river and increasing hours.

Mr. Copeland responded to the following comments:

Adding staff and cleaning companies it will help things move in the right direction.

Landscaping: Had rain delays and they should start to see improvements.

Mr. Smith responded to the following comments:

Path with Bollard Lights: Bollard lights on sidewalk is meant to keep the golf cart off the sidewalk going to the school. This is for pedestrians and bikers. Golf carts are not allowed on Shearwater Parkway. School is not designed to have golfcart drop off. Welcomes a fresh set of eyes to explore solutions.

Kayak Launch: District does not have a permit to expand creek. Creek leads to Trout Creek, which is wider. Permit is for building the dock and kayak ramp.

Lazy River: Most of the lifeguards are in high school. Increasing hours will increase costs and increasing the budget.

Ms. Buchanan responded to the committee discussion.

Advising the Board and the audience that a committee would have to operate under the Sunshine Law, which includes all meetings require notice and minutes.

**NINETEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Smith, seconded by Mr. Murphy, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 4:35 p.m. for Trout Creek Community Development District.

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Secretary /Assistant Secretary

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Chairman / Vice Chairman

# **Exhibit A**

# CCMC

Now *this* feels like home.®

## New Staffing Proposal:

	<u>2021</u>	<u>2022</u>
Community Director	\$12,607	\$12,607
Lifestyle Director	\$76,024	\$76,024
Maintenance Technician	\$59,176	\$41,423
Facilities Manager	\$92,768	\$18,554
Amenity Host	<u>\$3,304</u>	<u>\$56,597</u>
Total	\$243,879	\$205,204

General Management and Oversight Fee, charges \$750/month (\$9K/annual).

## **Tab 2**

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

## **Operation and Maintenance Expenditures Presented For Board Approval July 2021**

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2021 through July 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$32,633.44**

Approval of Expenditures:


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\_\_\_\_\_ Chairperson  
\_\_\_\_\_ Vice Chairperson  
\_\_\_\_\_ Assistant Secretary

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2021 Through July 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Arrow Exterminators Inc., dba Nader's Pest Raiders	003377	06/08/21 Rener	Termite Coverage Reneral 2021	\$ 607.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003377	41438879	Rodent Service 03/21	\$ 176.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003377	42165747	Rodent Service 05/21	\$ 176.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003377	42637218	Pest Control 07/21	\$ 549.00
AT&T	003372	299942543 06/21	Acct # 299942543 06/21	\$ 16.05
AT&T Communications System	003370	904 230-0008 001 0564 06/21	Monthly Telephone Service 06/21	\$ 403.69
AT&T Communications System	003371	904 230-0054 001 0562 06/21	904 230-0054 001 0562 06/21	\$ 403.69
	003389	SJSO21CAD130117	Deputy Patrol 07/02/21	\$ 240.00
Cintas Corp	003373	5065029863	First Aid Safety Supplies 06/21	\$ 73.58
Colden Company, Inc.	003374	14094	IT Services & Mileage Reimbursement - 06/21	\$ 940.80
Critter Control Operations, Inc.	003383	2169968	Monthly Pest Control - 06/21	\$ 116.00
FPL	2021072021-1	FPL Summary 05/21	FPL Summary 05/21	\$ 7,152.02
FPL	2021072021-1	FPL Summary 06/21	FPL Summary 06/21	\$ 7,298.13

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2021 Through July 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hardscape Construction, Inc.	003375	3317	Amenity Paver Repair 06/21	\$ 1,650.00
IPFS Corporation	003387	GAA-A60142 Pymt 10 of 11	GAA-A60142 Pymt 10 of 11	\$ 3,728.08
Massey Services, Inc.	003376	43961157	Pest Control Service 06/21	\$ 65.00
Massey Services, Inc.	003388	44314707	Pest Control Service 07/21	\$ 65.00
	003378	SJSOCAD120328	Deputy Patrol 06/18/21	\$ 240.00
Newagetutors LLC DBA VGlobal Tech	003385	2872	Website ADA Compliance 07/21	\$ 300.00
Peoples Gas System	003390	211011457499 07/21	182 Kyak Way 07/21	\$ 36.81
Peoples Gas System	003390	221008207849 07/21	2105 Shearwater Pkwy 07/21	\$ 47.93
Poolsure	003379	131295600354	Monthly Pool Chemicals 07/21	\$ 2,350.00
Prestige Landscapes of North Florida, Inc.	003380	1897	Plant Materials 03/21	\$ 1,427.04
Republic Services of Florida	2021072021-2	0687-001140396	Waste Disposal Services - 06/21	\$ 197.87
Rizzetta & Company, Inc.	003381	INV0000059374	District Management Fees 07/21	\$ 4,065.34
Rizzetta Technology Services, LLC	003382	INV0000007670	Email & Website Hosting Services 07/21	\$ 145.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2021 Through July 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
SouthStar Energy Services LLC dba Florida Natural Gas	003386	495186ES	Natural Gas 06/21	\$ 13.41
Vexacor Supply Group, LLC	003384	A-197553	Cafe Supplies 07/21	\$ 150.00
Report Total				<u>\$ 32,633.44</u>

## **Tab 3**

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

August 10, 2021

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

RE: Custody Account, Series 2018  
Requisitions for Payment

Dear Bill:

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

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

**A) All checks should be sent overnight delivery via UPS**

REQUISITION NO.	PAYEE	AMOUNT
CUS 157	Forever Lawn	\$11,425.00
CUS 158	PBM constructors	\$34,187.00

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

Sincerely,  
TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins  
District Manager

**TROUT CREEK CDD  
FORM OF REQUISITION FOR SERIES 2018**

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

**June 25, 2021**

- (A) Requisition Number: **CUS 157**
- (B) Name of Payee: **Forever Lawn  
13500 Sutton Park Drive South Suite 105  
Jacksonville, FL 32224**
- (C) Amount Payable: **\$11,425.00**
- (D) **Kayak Club/Outpost Playground Project**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: Andrew T. Smith  
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY: [Signature]  
DISTRICT ENGINEER

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

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

**June 25, 2021**

- (A) Requisition Number: **CUS 158**
- (B) Name of Payee: **PBM Constructors Inc**  
**PO Box 11089**  
**Jacksonville, FL 32239**
- (C) Amount Payable: **\$34,187**
- (D) **Inv C01-1 Submersible Pump**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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


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

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: Andrew T. Smith  
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY:   
DISTRICT ENGINEER

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

August 10, 2021

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

RE: Custody Account, Series 2018  
Requisitions for Payment

Dear Bill:

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

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

- A) Hopping, Green & Sams, & Sundancer should be sent via USPS
- B) All other should be sent via UPS

REQUISITION NO.	PAYEE	AMOUNT
CUS 159	Hopping, Green & Sams	\$825.00
CUS 161	Sundancer	\$2,550.00
CUS 162	O.R. Dicky Smith	\$82,021.00
CUS 163	Prosser Inc.	\$18,286.26
CUS 164	Vallencourt Construction	\$206,033.99
CUS 165	Vallencourt Construction	\$58,841.94

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

Sincerely,

TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins  
District Manager

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

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

**July 31, 2021**

- (A) Requisition Number: **CUS 159**
- (B) Name of Payee: **Hopping Green & Sams**  
**119 S. Monroe Street, Ste. 300**  
**P.O. Box 6526**  
**Tallahassee, FL 32314**
- (C) Amount Payable: **\$825.00**
- (D) **Invoice # 1220805 for Professional Services**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: Andrew T. Smith  
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY: [Signature]  
I E R

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

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

**July 31, 2021**

- (A) Requisition Number: **CUS 161**
- (B) Name of Payee: **Sundancer Sign Graphics**  
**11259-3 Business Park Blvd**  
**Jacksonville, FL 32256**
- (C) Amount Payable: **\$2,550.00**
- (D) **Invoice # 2668 for Sign Installation**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: Andrew T. Smith  
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY:   
DISTRICT E

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

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

**July 31, 2021**

- (A) Requisition Number: **CUS 162**
- (B) Name of Payee: **O.R. Dicky Smith & Co.**  
**12740 Atlantic Blvd, Suite 7**  
**Jacksonville, FL 32225**
- (C) Amount Payable: **\$82,021.00**
- (D) **Pay Application #2011-7 Shearwater Outpost**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: Andrew T. Smith  
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY:   
ENGINEER

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

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

**July 31, 2021**

- (A) Requisition Number: **CUS 163**
- (B) Name of Payee: **Prosser, Inc.**  
**13901 Sutton Park Drive South, Suite 200**  
**Jacksonville, FL 32224**
- (C) Amount Payable: **\$18,286.26**
- (D) **Invoice #'s 45843,44961,45292,45293 for Professional Services**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: Andrew T. Smith  
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY: [Signature]  
ENGINEER

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

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

**July 31, 2021**

- (A) Requisition Number: **CUS 164**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**  
**449 Center Street**  
**Green Cove Springs, FL 32043**
- (C) Amount Payable: **\$206,033.99**
- (D) **Pay Application #18 2D**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: Andrew T. Smith  
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY: [Signature]  
DISTRICT ENGINEER

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

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

**July 31, 2021**

- (A) Requisition Number: **CUS 165**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**  
**449 Center Street**  
**Green Cove Springs, FL 32043**
- (C) Amount Payable: **\$58,841.94**
- (D) **Pay Application #7185-3 Project 2D Overlay**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: Andrew T. Smith  
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY:   
ENGINEER

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

August 10, 2021

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

RE: Custody Account, Series 2018  
Requisitions for Payment

Dear Bill:

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

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

**A) Check should be sent via UPS**

REQUISITION NO.	PAYEE	AMOUNT
CUS 160	Prestige Landscape	\$151,276.21

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

Sincerely,  
TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins  
District Manager

**TROUT CREEK CDD  
FORM OF REQUISITION FOR SERIES 2018**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018

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

**July 28, 2021**

- (A) Requisition Number: **CUS 160**
- (B) Name of Payee: **Prestige Landscapes of North FL  
PO Box 600061  
St. Johns, FL 32260**
- (C) Amount Payable: **\$151,276.21**
- (D) **Invoice #0002 & Change Order 1 for Landscaping and #1954 for Irrigation & Mulch.**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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


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

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

TROUT CREEK COMMUNITY  
DEVEL  
BY: Andrew T. Smith  
CHAIRMAN OR VICE CHAIRMAN

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

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

BY:   
DISTRICT ENGINEER

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

August 10, 2021

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

RE: Custody Account, Series 2020  
Requisitions for Payment

Dear Bill:

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

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

**A) All checks should be sent overnight delivery via UPS**

REQUISITION NO.	PAYEE	AMOUNT
CUS 12	Besch & Smith	\$400,572.28
CUS 13	Besch & Smith	\$248,112.32
CUS 14	Vallencourt	\$389,602.26

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

Sincerely,

TROUT CREEK

COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins

District Manager

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

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

**July 31, 2021**

- (A) Requisition Number: **CUS 12**
- (B) Name of Payee: **Besch and Smith Civil Group, Inc.**  
**345 Cumberland Industrial Ct**  
**St. Augustine, FL 32095**
- (C) Amount Payable: **\$400,572.28**
- (D) **Pay Application #10**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: Andrew T. Smith  
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY: [Signature]  
DISTRICT ENGINEER

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

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

**July 31, 2021**

- (A) Requisition Number: **CUS 13**
- (B) Name of Payee: **Besch and Smith Civil Group, Inc.**  
**345 Cumberland Industrial Ct**  
**St. Augustine, FL 32095**
- (C) Amount Payable: **\$248,112.32**
- (D) **Pay Application #11**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

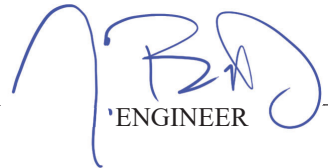
Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: Andrew T. Smith  
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY:   
ENGINEER

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

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

July 31, 2021

- (A) Requisition Number: CUS 14
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**  
449 Center Street  
Green Cove Springs, FL 32043
- (C) Amount Payable: \$389,602.26
- (D) Pay App 7187-2
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

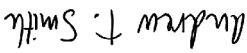
If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements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

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

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

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

BY:  I  
ENGINEER

BY:   
TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT  
CHAIRMAN OR VICE-CHAIRMAN

## **Tab 4**

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

**Construction & COI Account Activity Through July 31, 2021**

<b>Inflows:</b>	<b>Debt Proceeds</b>	<b>\$</b>	<b>10,188,947.97</b>
	<b>Underwriter's Discount</b>		<b>242,000.00</b>
		<b>Total Bond Proceeds:</b>	<b>10,430,947.97</b>
	<b>Interest Earned</b>		<b>79,159.12</b>
	<b>Transfer to Revenue</b>		<b>(175.85)</b>
		<b>Total Inflows:</b>	<b>\$ 10,509,931.24</b>

**Outflows: Requisitions**

<b>Requisition Date</b>	<b>Requisition Number</b>	<b>Contractor</b>	<b>Amount</b>	<b>Status As of 07/31/21</b>
7/12/2018	COI	Underwriter's Discount	\$ (242,000.00)	Cleared
7/12/2018	COI	Rizzetta & Company	(36,000.00)	Cleared
7/12/2018	COI	Hopping Green & Sams	(42,500.00)	Cleared
7/12/2018	COI	Bryant Miller Olive	(40,000.00)	Cleared
7/12/2018	COI	Nabors, Giblin & Nickerson	(50,000.00)	Cleared
7/12/2018	COI	Image Master LLC	(1,750.00)	Cleared
11/15/2018	COI	Prosser	(5,000.00)	Cleared
11/15/2018	COI	BNY melon	(9,000.00)	Cleared
		<b>Total COI:</b>	<b>(426,250.00)</b>	
7/12/2018	CR 1	Ashford Mills	(2,005,857.98)	Cleared
7/23/2018	CR 2	Atlantic Companies	(2,115.00)	Cleared
7/23/2018	CR 3	Hopping Green & Sams	(4,815.84)	Cleared
7/23/2018	CR 4	Prosser, Inc.	(41,183.89)	Cleared
7/23/2018	CR 5	Stephens Advertising	(2,834.72)	Cleared
7/23/2018	CR 5	Stephens Advertising	-	Void
9/14/2018	CR 6	Adkins Electric, Inc.	(79,700.00)	Cleared
9/14/2018	CR 7	Hopping Green & Sams	(1,902.06)	Cleared
9/14/2018	CR 8	J. Kelly, LLC.	(9,500.00)	Cleared
9/14/2018	CR9	Prosser, Inc.	(40,324.53)	Cleared
9/26/2018	CR10	Sundancer	(46,377.00)	Cleared
11/13/2018	CR11	Hopping Green & Sams	(3,240.99)	Cleared
11/13/2018	CR12	Vallencourt Construction	(319,487.49)	Cleared
11/13/2018	CR13	Vallencourt Construction	(474,936.07)	Cleared
11/29/2018	CR14	Ashford Mills	(1,680,014.14)	Cleared

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

**Construction & COI Account Activity Through July 31, 2021**

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

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

**Construction & COI Account Activity Through July 31, 2021**

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Total COI & Requisitions:	(10,505,099.68)
Total Outflows:	<u>(10,505,099.69)</u>
Series 2018 Construction Fund Balance at July 31, 2021	<u>\$ 4,831.55</u>

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

**Construction Custody Account Activity Through July 31, 2021**

<b>Inflows:</b>	<b>Developer Contribution</b>	<b>\$</b>	<b>10,835,578.53</b>
	<b>Due from Developer</b>		<b>797,456.98</b>
	<b>Transfer from S2015 Custody</b>		<b>31,074.97</b>
	<b>Total Inflows:</b>	<b>\$</b>	<b>11,664,110.48</b>

**Outflows:**

<b>Requisition Date</b>	<b>Requisition Number</b>	<b>Contractor</b>	<b>Amount</b>	<b>Status as of 07/31/21</b>
09/30/19	CUS 52	O.R. Dicky Smith	\$ (29,534.00)	Cleared
09/30/19	CUS 53	Prosser Inc.	(26,878.18)	Cleared
09/30/19	CUS 54	Ring Power	(151,800.00)	Cleared
09/30/19	CUS 55	Sunstate Nursery & Landscaping Inc	(124,216.45)	Cleared
09/30/19	CUS 56	Vallencourt Construction	(169,501.04)	Cleared
09/30/19	CUS 57	Vallencourt Construction	(264,630.66)	Cleared
09/30/19	CUS 58	Vallencourt Construction	(254,330.66)	Cleared
09/30/19	CUS 59	Vallencourt Construction	(227,517.10)	Cleared
09/30/19	CUS 60	Vallencourt Construction	(67,475.12)	Cleared
11/30/19	CUS 61	Hopping Green & Sams	(5,070.00)	Cleared
11/30/19	CUS 62	Prosser Inc.	(16,157.07)	Cleared
11/30/19	CUS 63	Sundancer Sign Graphics	(37,340.00)	Cleared
11/30/19	CUS 64	Sunstate Nursery & Landscaping Inc	(146,675.87)	Cleared
11/30/19	CUS 65	Vallencourt Construction	(71,463.60)	Cleared
11/30/19	CUS 66	Vallencourt Construction	(124,019.58)	Cleared
11/30/19	CUS 67	Vallencourt Construction	(224,236.39)	Cleared
11/30/19	CUS 68	Sunstate Nursery & Landscaping Inc	(162,993.40)	Cleared
11/30/19	CUS 69	Vallencourt Construction	(88,559.77)	Cleared
11/30/19	CUS 70	Vallencourt Construction	(371,089.05)	Cleared
11/30/19	CUS 71	Vallencourt Construction	(166,568.74)	Cleared
01/29/20	CUS 72	Prosser Inc.	(3,697.19)	Cleared
01/29/20	CUS 73	Stephens Advertising, Inc.	(2,998.77)	Cleared
01/29/20	CUS 74	Sunstate Nursery & Landscaping Inc	(138,825.10)	Cleared
01/29/20	CUS 75	Vallencourt Construction	(181,721.86)	Cleared
01/29/20	CUS 76	Vallencourt Construction	(99,838.17)	Cleared
02/17/20	CUS 77	Prosser Inc.	(19,675.00)	Cleared
02/17/20	CUS 78	Sunstate Nursery & Landscaping Inc	(87,421.91)	Cleared
02/17/20	CUS 79	Vallencourt Construction	(171,723.52)	Cleared
02/17/20	CUS 80	Vallencourt Construction	(485,700.20)	Cleared
02/17/20	CUS 81	Vallencourt Construction	(229,796.11)	Cleared
03/26/20	CUS 82	C&H Marine Construction	(62,240.00)	Cleared
03/26/20	CUS 83	Prosser Inc.	(68,458.25)	Cleared
03/26/20	CUS 84	Vallencourt Construction	(536,511.38)	Cleared
03/26/20	CUS 85	Vallencourt Construction	(280,336.16)	Cleared
04/30/20	CUS 86	Hopping Green & Sams	(11,526.24)	Cleared
04/30/20	CUS 87	Prosser Inc.	(15,440.16)	Cleared
04/30/20	CUS 88	Sunstate Nursery & Landscaping Inc	(45,000.00)	Cleared
04/30/20	CUS 89	Vallencourt Construction	(60,354.68)	Cleared
04/30/20	CUS 90	Vallencourt Construction	(410,408.26)	Cleared

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

**Construction Custody Account Activity Through July 31, 2021**

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04/30/20	CUS 91	Vallencourt Construction	(405,239.10)	Cleared
04/30/20	CUS 92	Vallencourt Construction	(441,637.35)	Cleared
05/31/20	CUS 93	Prosser Inc.	(9,849.61)	Cleared
05/31/20	CUS 94	Sundancer Sign Graphics	(18,015.00)	Cleared
05/31/20	CUS 95	Sunstate Nursery & Landscaping Inc	(178,650.00)	Cleared
05/31/20	CUS 96	Vallencourt Construction	(330,828.33)	Cleared
05/31/20	CUS 97	Vallencourt Construction	(400,898.74)	Cleared
06/24/20	CUS 98	Prosser Inc.	(78,644.38)	Cleared
06/24/20	CUS 99	Vallencourt Construction	(167,870.72)	Cleared
06/24/20	CUS 100	Vallencourt Construction	(83,245.52)	Cleared
06/24/20	CUS 101	Vallencourt Construction	(156,870.11)	Cleared
07/30/20	CUS 102	C&H Marine Construction	(25,256.00)	Cleared
07/30/20	CUS 103	Prosser Inc.	(7,389.00)	Cleared
07/30/20	CUS 104	Sundancer Sign Graphics	(32,550.00)	Cleared
07/30/20	CUS 105	Sunstate Nursery & Landscaping Inc	(266,334.16)	Cleared
07/30/20	CUS 106	Vallencourt Construction	(148,520.71)	Cleared
12/31/20	CUS 107	Vallencourt Construction	(239,341.59)	Cleared
08/26/20	CUS 108	Hopping Green & Sams	(2,645.50)	Cleared
08/26/20	CUS 109	Prosser Inc.	(15,278.31)	Cleared
08/26/20	CUS 110	Sundancer Sign Graphics	(14,665.00)	Cleared
08/26/20	CUS 111	Sunstate Nursery & Landscaping Inc	(229,126.05)	Cleared
09/30/20	CUS112	Adkins Electric, Inc.	(77,800.00)	Cleared
09/30/20	CUS113	Prosser Inc.	(4,336.07)	Cleared
09/30/20	CUS114	Sunstate Nursery & Landscaping Inc	(73,800.00)	Cleared
09/30/20	CUS115	Sunstate Nursery & Landscaping Inc	(23,646.07)	Cleared
09/30/20	CUS116	Vallencourt Construction	(14,691.43)	Cleared
11/13/20	CUS117	O.R. Dicky Smith	(112,263.00)	Cleared
11/13/20	CUS118	Prosser Inc.	(10,484.99)	Cleared
12/08/20	CUS119	Vallencourt Construction	(221,166.68)	Cleared
12/08/20	CUS120	Kompan	(12,791.09)	Cleared
01/21/21	CUS121	Adkins Electric, Inc.	(5,600.00)	Cleared
01/21/21	CUS122	Hopping Green & Sams	(10,122.59)	Cleared
01/21/21	CUS123	O.R. Dicky Smith	(112,713.00)	Cleared
01/21/21	CUS124	O.R. Dicky Smith	(123,155.00)	Cleared
01/21/21	CUS125	Prosser Inc.	(4,803.54)	Cleared
01/29/21	CUS126	Pizzazz Scenic	(5,886.90)	Cleared
02/08/21	CUS127	Partridge Well Drilling	(2,875.00)	Cleared
02/08/21	CUS128	Prestige Landscapes	(37,916.21)	Cleared
02/18/21	CUS129	Extreme Bush Hogging	(3,701.50)	Cleared
02/18/21	CUS130	Prosser Inc.	(3,612.60)	Cleared
02/18/21	CUS131	Sunstate Nursery & Landscaping Inc	(90,728.48)	Cleared
02/19/21	CUS132	Hardscape Construction, Inc	(34,500.00)	Cleared
03/10/21	CUS133	O.R. Dicky Smith	(151,964.00)	Cleared
03/22/21	CUS134	Hardscape Construction, Inc	(23,000.00)	Cleared
03/22/21	CUS135	Hopping Green & Sams	(617.50)	Cleared
03/22/21	CUS136	O.R. Dicky Smith	(149,306.00)	Cleared
03/22/21	CUS137	Prestige Landscapes	(12,939.00)	Cleared
03/29/21	CUS 138	Vallencourt Construction	(70,860.92)	Cleared
03/29/21	CUS 139	Vallencourt Construction	(176,407.14)	Cleared

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

**Construction Custody Account Activity Through July 31, 2021**

04/15/21	CUS 140	VOID	VOID	VOID
04/15/21	CUS141	Southern Recreation	(2,800.00)	AP
04/22/21	CUS142	Adkins Electric, Inc.	(11,450.00)	Cleared
04/22/21	CUS143	Hardscape Construction, Inc	(5,500.00)	Cleared
04/22/21	CUS144	Hopping Green & Sams	(2,192.50)	Cleared
04/22/21	CUS145	Kompan, Inc.	(25,316.41)	Cleared
04/22/21	CUS146	Prosser Inc.	(9,187.44)	Cleared
04/22/21	CUS147	Southern Recreation	(27,795.00)	Cleared
04/22/21	CUS148	The Stripe Zone	(650.00)	Cleared
05/26/21	CUS149	C&H Marine Construction	(62,100.00)	Cleared
05/26/21	CUS150	Hopping Green & Sams	(632.50)	Cleared
05/26/21	CUS151	O.R. Dicky Smith	(64,305.00)	Cleared
05/26/21	CUS152	Prosser Inc.	(7,103.42)	Cleared
05/26/21	CUS153	Southern Recreation	(1,009.00)	Cleared
05/26/21	CUS154	Vallencourt Construction	(87,392.40)	Cleared
05/26/21	CUS155	Vallencourt Construction	(12,218.79)	Cleared
05/26/21	CUS156	Vallencourt Construction	(80,727.51)	Cleared
06/25/21	CUS 157	Forever Lawn	(11,425.00)	AP
06/25/21	CUS 158	PBM Constructors	(34,187.00)	AP
07/31/21	CUS 159	Hopping Green & Sams	(825.00)	AP
07/31/21	CUS 160	Prestige Landscapes	(151,276.21)	AP
07/31/21	CUS 161	Sundancer Sign Graphics	(2,550.00)	AP
07/31/21	CUS 162	O.R. Dicky Smith	(82,021.00)	AP
07/31/21	CUS 163	Prosser Inc.	(18,286.26)	AP
07/31/21	CUS 164	Vallencourt Construction	(206,033.99)	AP
07/31/21	CUS 165	Vallencourt Construction	(58,841.94)	AP

**Total Construction Requisitions: (11,432,099.90)**

**Total Requisitions: (11,432,099.90)**

**Retainage: (232,010.58)**

**Total Outflows: (11,664,110.48)**

**Series 2018 Construction Custody Fund Balance at July 31, 2021 \$ 0.00**

**Outstanding Contracts, net of retainage:**

Prosser	\$ 22,725.00
Pizzazz	3,924.60
Vallencourt Construction, Inc.	99,300.52
<b>Contract Sub Total</b>	<b>125,950.12</b>

**Committed Funds to be Provided by Developer \$ 121,118.57**

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

**Construction & COI Account Activity Through July 31, 2021**

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

**Outflows: Requisitions**

<b>Requisition Date</b>	<b>Requisition Number</b>	<b>Contractor</b>	<b>Amount</b>	<b>Status As of 07/31/21</b>
10/8/2020	COI	Underwriter's Discount	\$ (83,700.00)	Cleared
10/8/2020	COI	Rizzetta & Company	(36,000.00)	Cleared
10/8/2020	COI	Hopping Green & Sams	(42,500.00)	Cleared
10/8/2020	COI	Bryant Miller Olive	(35,000.00)	Cleared
10/8/2020	COI	Nabors, Giblin & Nickerson	(40,000.00)	Cleared
12/7/2020	COI	Imagemaster	(1,500.00)	Cleared
1/12/2021	COI	BNY Mellon	(7,000.00)	Cleared
		<b>Total COI:</b>	<b><u>(245,700.00)</u></b>	
7/12/2018	CR 1	Ashford Mills	(3,500,000.00)	Cleared
		<b>Total Requisitions:</b>	<b><u>(3,500,000.00)</u></b>	

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

**Total Outflows: (3,745,700.00)**

**Series 2020 Construction Fund Balance at July 31, 2021 \$ 15,151.85**

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

**Construction & COI Account Activity Through July 31, 2021**

<b>Inflows:</b>	<b>Developer Contribution</b>	<b>\$</b>	<b>1,956,005.88</b>
	<b>Due from Developer</b>		<u><b>1,374,577.85</b></u>
	<b>Total Inflows:</b>		<b>3,330,583.73</b>

**Outflows: Requisitions**

<b>Requisition Date</b>	<b>Requisition Number</b>	<b>Contractor</b>	<b>Amount</b>	<b>Status As of 07/31/21</b>
11/13/2020	CUS 2	Besch & Smith	(323,668.12)	Cleared
11/13/2020	CUS 3	Besch & Smith	(131,991.26)	Cleared
1/29/2021	CUS 4	Besch & Smith	(245,868.29)	Cleared
1/29/2021	CUS 5	Besch & Smith	(179,219.12)	Cleared
2/18/2021	CUS 6	Besch & Smith	(355,313.37)	Cleared
3/22/2021	CUS 7	Besch & Smith	(141,260.13)	Cleared
4/22/2021	CUS 8	Besch & Smith	(247,214.38)	Cleared
5/26/2021	CUS 9	Besch & Smith	(275,081.95)	Cleared
5/26/2021	CUS 10	Prosser	(6,590.47)	Cleared
5/26/2021	CUS 11	Vallencourt	(49,798.79)	Cleared
7/31/2021	CUS 12	Besch & Smith	(400,572.28)	AP
7/31/2021	CUS 13	Besch & Smith	(248,112.32)	AP
7/31/2021	CUS 14	Vallencourt	(389,602.26)	AP
		<b>Total Requisitions:</b>	<u><b>(2,994,292.74)</b></u>	

<b>Total Requisitions:</b>	<b>(2,994,292.74)</b>
<b>Retainage:</b>	<u><b>(336,290.99)</b></u>
<b>Total Outflows:</b>	<b>(3,330,583.73)</b>

**Series 2020 Construction Fund Balance at July 31, 2021** \$ (0.00)

**Outstanding Contracts, net of retainage:**

Besch & Smith Civil Group	\$	1,820,259.41
Vallencourt		2,988,919.08
<b>Contract Sub Total</b>		<u><u><b>4,809,178.49</b></u></u>

**Committed Funds to be Provided by Developer** \$ 4,809,178.49

# **STAFF REPORTS**

# District Counsel

# District Engineer

# **Construction Administrator**

# **Landscape Maintenance**

# **Amenity and Maintenance**

# District Manager

# **BUSINESS ITEMS**

## **Tab 5**



## Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

### Trout Creek Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

## About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 800 public entity members.

### Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

### How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members’ property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

### What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

**Additional information regarding FIA and our member services can be found at [www.fia360.org](http://www.fia360.org).**

Quotation being provided for:

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

**Term: October 1, 2021 to October 1, 2022**

**Quote Number: 100121682**

**PROPERTY COVERAGE**

**SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

<b>COVERED PROPERTY</b>	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$10,053,509
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
<b>Inland Marine</b>	
Scheduled Inland Marine	\$958,176

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<b>Valuation</b>	<b>Coinsurance</b>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

<b>DEDUCTIBLES:</b>	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	3 %	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

<b>Special Property Coverages</b>		
<b>Coverage</b>	<b>Deductibles</b>	<b>Limit</b>
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery		Included
TRIA		Included

\*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

**TOTAL PROPERTY PREMIUM**

**\$47,055**

### **Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

<b>(X)</b>	<b>Code</b>	<b>Extension of Coverage</b>	<b>Limit of Liability</b>
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

### CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

### Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

## AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	<p>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.</p> <p>See item Four for Hired or Borrowed Autos.</p>	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	<p>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism</p> <p>See item Four for Hired or Borrowed Autos.</p>	Not Included
Physical Damage Collision Coverage	N/A	<p>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto</p> <p>See item Four for Hired or Borrowed Autos.</p>	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)**

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.  
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability  
Network Security Liability  
Privacy Liability  
First Party Extortion Threat  
First Party Crisis Management  
First Party Business Interruption  
Limit: \$100,000 each claim/annual aggregate



## PREMIUM SUMMARY

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

**Term: October 1, 2021 to October 1, 2022**

**Quote Number: 100121682**

### PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$47,055
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$2,542
Public Officials and Employment Practices Liability	\$1,978
Deadly Weapon Protection Coverage	Included
<b>TOTAL PREMIUM DUE</b>	<b>\$51,575</b>

#### IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



**PARTICIPATION AGREEMENT**

**Application for Membership in the Florida Insurance Alliance**

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2021, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Trout Creek Community Development District

\_\_\_\_\_  
(Name of Local Governmental Entity)

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

\_\_\_\_\_  
Print Name

Witness By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2021

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



PROPERTY VALUATION AUTHORIZATION

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

QUOTATIONS TERMS & CONDITIONS

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- Building and Content TIV \$10,053,509 As per schedule attached
Inland Marine \$958,176 As per schedule attached
Auto Physical Damage Not Included

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

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

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



**Trout Creek Community Development District**

**Policy No.:** 100121682  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address				Const Type	Term Date	Contents Value	Covering Replaced	Roof Yr Blt
	Roof Shape	Roof Pitch							
1	CR 210 Blade Entry Sign		2016	10/01/2021	\$165,000		\$165,000		
	Shearwater Pkwy @ CR210 St. Augustine FL 32092		Non combustible	10/01/2022					
2	Columns along Shearwater Parkway		2016	10/01/2021	\$100,000		\$100,000		
	Shearwater Pkwy @ CR210 St. Augustine FL 32092		Masonry non combustible	10/01/2022					
3	Crossbuck Vinyl Fence		2016	10/01/2021	\$60,000		\$60,000		
	Shearwater Pkwy @ CR210 St. Augustine FL 32092		Non combustible	10/01/2022					
4	Vinyl Fence Adjacent to Timberlin Creek Elementary		2016	10/01/2021	\$50,000		\$50,000		
	Pine Tree Lane St. Augustine FL 32092		Non combustible	10/01/2022					
5	Main Entry wall and sign		2016	10/01/2021	\$300,000		\$300,000		
	Shearwater Pkwy & Pine Tree Ln. St. Augustine FL 32092		Masonry non combustible	10/01/2022					
6	Columns across lake		2016	10/01/2021	\$125,000		\$125,000		
	Shearwater Pkwy & Pine Tree Ln. St. Augustine FL 32092		Masonry non combustible	10/01/2022					
7	Cross street entry columns		2016	10/01/2021	\$25,000		\$25,000		
	Shearwater Pkwy St. Augustine FL 32092		Masonry non combustible	10/01/2022					

Sign: \_\_\_\_\_

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

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



**Trout Creek Community Development District**

**Policy No.:** 100121682  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Const Type	Term Date	
	Roof Shape	Roof Pitch					Roof Covering
8	Roundabout stone walls		2016	10/01/2021	\$35,000		\$35,000
	Shearwater Pkwy St. Augustine FL 32092		Masonry non combustible	10/01/2022			
9	Trailhead Trellis		2016	10/01/2021	\$55,000		\$55,000
	Shearwater Pkwy St. Augustine FL 32092		Frame	10/01/2022			
10	Overlook Picnic Pavilion		2016	10/01/2021	\$45,000		\$45,000
	Shearwater Pkwy St. Augustine FL 32092		Frame	10/01/2022			
11	Overlook Playground Equipment		2016	10/01/2021	\$40,000		\$40,000
	Shearwater Pkwy St. Augustine FL 32092		Non combustible	10/01/2022			
14	Kayak Club Building		2016	10/01/2021	\$2,250,000		\$2,680,000
	100 Kayak Way St. Augustine FL 32092		Joisted masonry	10/01/2022	\$430,000		
	Cross gable					Metal panel	
15	Fitness Lodge Building		2016	10/01/2021	\$1,860,000		\$1,931,581
	144 Kayak Way St. Augustine FL 32092		Joisted masonry	10/01/2022	\$71,581		
	Gable					Metal panel	
16	Entry Pavilion Building		2016	10/01/2021	\$400,000		\$400,000
	126 Kayak Way St. Augustine FL 32092		Joisted masonry	10/01/2022			
	Gable					Metal panel	

Sign: \_\_\_\_\_

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

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



**Trout Creek Community Development District**

Policy No.: 100121682  
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address				Const Type	Term Date		Contents Value	Roof Yr Blt
	Roof Shape	Roof Pitch							
17	Slide Tower Building and Slide		2016	10/01/2021	\$250,000		\$250,000		
	126 Kayak Way St. Augustine FL 32092		Non combustible	10/01/2022					
18	Maintenance Building		2016	10/01/2021	\$145,000		\$145,000		
	126 Kayak Way St. Augustine FL 32092		Joisted masonry	10/01/2022					
	Simple hip				Metal panel				
19	Pools,Pumps and Equipment		2016	10/01/2021	\$1,250,000		\$1,250,000		
	126 Kayak Way St. Augustine FL 32092		Below Ground Liquid Storage/Pool	10/01/2022					
20	Playground Equipment w/Shade Structure - Free Range Tot Lot		2016	10/01/2021	\$105,000		\$105,000		
	126 Kayak Way St. Augustine FL 32092		Non combustible	10/01/2022					
21	Fencing - Pool Area		2016	10/01/2021	\$20,000		\$20,000		
	126 Kayak Way St. Augustine FL 32092		Non combustible	10/01/2022					
22	Tennis Court Lights		2016	10/01/2021	\$40,000		\$40,000		
	126 Kayak Way St. Augustine FL 32092		Electrical equipment	10/01/2022					
23	Boardwalk & Piers		2016	10/01/2021	\$289,425		\$289,425		
	East Creek Trail St. Augustine FL 32092		Frame	10/01/2022					

Sign: \_\_\_\_\_

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

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



**Trout Creek Community Development District**

**Policy No.:** 100121682  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address				Const Type	Term Date		Contents Value	Roof Yr Blt
	Roof Shape	Roof Pitch							
24	Ph 2 Overlook Pavilion		2018	10/01/2021	\$87,000		\$87,000		
	Appian Avenue St. Augustine FL 32092		Frame	10/01/2022					
				Metal panel					
25	Ph 2 Picnic Pavilion		2018	10/01/2021	\$37,000		\$37,000		
	Appian Avenue St. Augustine FL 32092		Frame	10/01/2022					
				Metal panel					
26	Ph 2 Garden Planter Beds		2018	10/01/2021	\$44,000		\$44,000		
	Shearwater Pkwy St. Augustine FL 32092		Non combustible	10/01/2022					
27	Boardwalk East Creek Trail		2018	10/01/2021	\$15,970		\$15,970		
	East Creek Trail St. Augustine FL 32092		Non combustible	10/01/2022					
28	Boardwalk East Connector Trail		2018	10/01/2021	\$24,630		\$24,630		
	363 Windley Drive St. Augustine FL 32092		Frame	10/01/2022					
29	Boardwalk Dog Park Area Trail		2018	10/01/2021	\$41,500		\$41,500		
	158 Dalton Circle St. Augustine FL 32092		Frame	10/01/2022					
30	Falls Park Tot Lot Equipment		2018	10/01/2021	\$38,939		\$38,939		
	133 Appian Avenue St. Augustine FL 32092		Frame	10/01/2022					

Sign: \_\_\_\_\_

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

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



**Trout Creek Community Development District**

Policy No.: 100121682  
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Const Type	Term Date	
	Roof Shape	Roof Pitch					Roof Covering
31	Dog Park Equipment		2018	10/01/2021	\$12,724		\$12,724
	158 Dalton Circle St. Augustine FL 32092		Non combustible	10/01/2022			
32	Dog Park Shade Structures		2018	10/01/2021	\$12,900		\$12,900
	158 Dalton Circle St. Augustine FL 32092		Property in the Open	10/01/2022			
33	Dog Park Fencing		2018	10/01/2021	\$18,255		\$18,255
	158 Dalton Circle St. Augustine FL 32092		Non combustible	10/01/2022			
34	Outpost Building		2021	10/01/2021	\$750,000		\$770,000
	2105 Shearwater Parkway St. St. Augustine FL 32092		Frame	10/01/2022	\$20,000		
	Gable			Metal panel			
35	Playground Pavilion		2021	10/01/2021	\$34,000		\$34,000
	2105 Shearwater Parkway St. St. Augustine FL 32092		Non combustible	10/01/2022			
36	Playground Pavilion		2021	10/01/2021	\$34,000		\$34,000
	2105 Shearwater Parkway St. St. Augustine FL 32092		Non combustible	10/01/2022			
37	Playground Equipment		2021	10/01/2021	\$100,700		\$100,700
	2105 Shearwater Parkway St. St. Augustine FL 32092		Non combustible	10/01/2022			

Sign: \_\_\_\_\_

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

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



**Trout Creek Community Development District**

Policy No.: 100121682  
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address				Const Type	Term Date		Contents Value	Roof Yr Blt
	Roof Shape	Roof Pitch							
38	Boardwalks - Outpost Kayak Launch Trail		2021	10/01/2021	\$49,750		\$49,750		
	2105 Shearwater Parkway St. St. Augustine FL 32092		Frame	10/01/2022					
39	Lake Wall 2 Swing Sets		2021	10/01/2021	\$18,280		\$18,280		
	1196 Windley Drive		Non combustible	10/01/2022					
	St. Augustine FL 32092								
40	Grill Pavilion Building		2016	10/01/2021	\$350,000		\$350,000		
	100 Kayak Way		Joisted masonry	10/01/2022					
	St. Augustine FL 32092								
Gable		Metal panel							
41	Pool Shade Structures		2016	10/01/2021	\$36,000		\$36,000		
	126 Kayak Way		Property in the Open	10/01/2022					
	St. Augustine FL 32092								
42	Wooden Arbors (2) - Dog Park		2018	10/01/2021	\$9,575		\$9,575		
	158 Dalton Circle		Frame	10/01/2022					
	St. Augustine FL 32092								
43	Seat Walls (2) - Dog Park		2018	10/01/2021	\$12,780		\$12,780		
	158 Dalton Circle		Masonry non combustible	10/01/2022					
	St. Augustine FL 32092								
44	Memorial Monument - Dog Park		2018	10/01/2021	\$3,500		\$3,500		
	158 Dalton Circle		Masonry non combustible	10/01/2022					
	St. Augustine FL 32092								

Sign: \_\_\_\_\_

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

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



**Trout Creek Community Development District**

Policy No.: 100121682

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Const Type	Term Date	
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced			Roof Yr Blt
45	Pavilion - Overlook Trail		2018	10/01/2021	\$55,000		\$55,000
	Rivercliff Trail St. Augustine FL 32092		Frame	10/01/2022			
46	Playground - Overlook Trail		2018	10/01/2021	\$45,000		\$45,000
	Rivercliff Trail St. Augustine FL 32092		Non combustible	10/01/2022			
47	Kayak Launch Dock w/ Overlook Pavilion		2021	10/01/2021	\$91,000		\$91,000
	2105 Shearwater Pkwy St. Augustine FL 32092		Waterfront structures	10/01/2022			
<b>Total:</b>			Building Value	Contents Value	Insured Value		
			\$9,531,928	\$521,581	\$10,053,509		

Sign: \_\_\_\_\_

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

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



**Trout Creek Community Development District**

**Policy No.:** 100121682  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	Irrigation Timers		Other inland marine	10/01/2021 10/01/2022	\$10,000	\$1,000
2	Utility Golf Cart		Mobile equipment	10/01/2021 10/01/2022	\$5,000	\$1,000
3	Gas Grills		Other inland marine	10/01/2021 10/01/2022	\$5,000	\$1,000
4	Fire Pit - Kayak Club		Other inland marine	10/01/2021 10/01/2022	\$5,000	\$1,000
5	Gym Leased Equipment (Max \$15,000 per item)		Rented, borrowed, leased equipment	10/01/2021 10/01/2022	\$159,176	\$1,000
6	Street Lights (64 at \$7,000 each)		Other inland marine	10/01/2021 10/01/2022	\$448,000	\$1,000
7	Uplights (68 at \$1,250 each)		Other inland marine	10/01/2021 10/01/2022	\$85,000	\$1,000
8	Pool Chair Lift		Other inland marine	10/01/2021 10/01/2022	\$7,000	\$1,000
9	Pool Chair Lift		Other inland marine	10/01/2021 10/01/2022	\$7,000	\$1,000
10	Pool Chair Lift		Other inland marine	10/01/2021 10/01/2022	\$7,000	\$1,000
11	Street Signs (Max \$15,000 Per Item)		Other inland marine	10/01/2021 10/01/2022	\$215,000	\$1,000
12	Fire Pit - Outpost		Other inland marine	10/01/2021 10/01/2022	\$5,000	\$1,000
				<b>Total</b>	<b>\$958,176</b>	

Sign: \_\_\_\_\_

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

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

## **Tab 6**



## Aquatic Management Agreement

This **Agreement** dated *effective to start* \_\_\_\_\_, **2021**, is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

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

Address 3434 Colwell Ave, Ste 200

City Tampa State FL Zip 33614

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

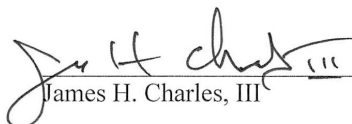
Hereinafter called "**CLIENT**".

- 1) **Charles Aquatics, Inc.**, agrees to provide aquatic management services in accordance with the terms and conditions of this **Agreement** and within all applicable governmental regulations for a period of **thirty six (36) months** from the date of the execution of this **Agreement** at the following location(s): Twenty-four (24) ponds located at Trout Creek CDD in St. Johns County, FL.
- 2) **CLIENT** agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed aquatic management services:

a) <b>Monthly Aquatic Management Services</b>	<b>\$ <u>1,561./mo.</u></b>
b) <b>Bi-Monthly Cleaning of Water Towers</b>	<b>\$ <u>400./cleaning</u></b>
c) Free Call back service within 24 hours	<b>\$ <u>Included</u></b>
d) Comprehensive Service Reports following each treatment	<b>\$ <u>Included</u></b>
e) Pollution Liability Insurance	<b>\$ <u>Included</u></b>
f) <b>Grass Carp stocking (Upon Approval)</b>	<b>\$ <u>7.50/fish</u></b>
g) <b>Permitting for Grass Carp</b>	<b>\$ <u>Included</u></b>
h) <b>Fabrication and Installation of Aluminum Fish Barriers</b>	<b>\$ <u>45./sf</u></b>
i) <b>Collection of Construction Debris</b>	<b>\$ <u>75./hr</u></b>

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

**Charles Aquatics, Inc.**

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

**CLIENT**

**Signed** \_\_\_\_\_

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

- 4) Payment schedule is as follows:
  - a) Payment for the **initial month** of aquatic management services is **due upon execution** of this **Agreement**.
  - b) Payment for the **balance** of the aquatic management services is payable in eleven (11) equal payments **due the first day of each month**.
- 5) Aquatic management services stated in this **Agreement** will commence within ten (10) days of the execution of this **Agreement** by the **CLIENT**.
- 6) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** on or before **September 30, 2021**.

**Terms and Conditions**

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

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

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

(Aquatic Management Agreement continued page 3)

- 3) **Time-Use Restrictions** - When federal and state regulations require water time-use restrictions following the application of aquatic herbicides, **Charles Aquatics, Inc.**, will notify the **CLIENT** in writing of such restrictions at the time of treatment. It shall be the responsibility of the **CLIENT** to comply with the restrictions throughout the required period of time-use restrictions. **CLIENT** understands and agrees that notwithstanding any other provisions of this **Agreement, Charles Aquatics, Inc.** does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
- 4) **Access** - **CLIENT** agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Adequate access will be determined by **Charles Aquatics, Inc.** and the **Client**. Access routes must be a minimum of ten (10) feet in width, and ten (10) feet high; must provide a firm surface for the passage of boats, boat trailers, and towing vehicles; must have a grade no greater than forty five (45) degrees; and not require crossing bulkheads surrounding waterways. In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this **Agreement** may be terminated or renegotiated.
- 5) **Effective Date** - The effective date of this **Agreement** is the first day of the month in which aquatic management services are first provided.
- 6) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**. The effective date of any termination will be the last day of the month during which written notice is received by **Charles Aquatics, Inc.**
- 7) **Renewal** - Upon completion of this **Agreement** or any extension thereof, this **Agreement** shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of **CHARLES AQUATICS, Inc.**, **Client** agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.
- 8) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, Property Damage and Product Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 9) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 11) **Monthly Payments** - The monthly amount is firm for the entire term of the original **Agreement**. **CLIENT** understands that, for convenience the annual agreement payments will be distributed equally over a thirty six (36) month period and that individual monthly billings may not necessarily reflect fluctuating costs of service. **CLIENT** agrees to reimburse **CHARLES AQUATICS, Inc.** for any bank charges resulting from a returned check for insufficient funds.
- 12) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 13) **Non-Payment, Default** - In the case of non-payment by the **CLIENT**, **Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one half percent (1.5%) per month may be assessed for the period of delinquency.
- 14) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 15) **Alterations and Modifications** - This three (3) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

# Tab 7

<b>Vesta Service Fees FY'22-FY'24</b>				
	<b>FY'21</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Lifeguards	\$73,683.00	\$83,998.91	\$90,719	\$96,162
Pool Supervisor	\$15,420.00	\$16,962.00	\$17,980	\$18,879
Pool Monitor	\$12,709.00	\$14,106.99	\$14,953	\$15,701
	<b>\$101,812.00</b>	<b>\$115,067.90</b>	<b>\$123,652.00</b>	<b>\$130,742.00</b>

<b>Florida State Minimum Wage Rate Comparison</b>				
	<b>FY'21</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Minimum Wage Rate	\$8.65	\$10.00	\$11.00	\$12.00
Annual Min Wage Rate Increase	-	15.6%	10.0%	9.0%
District Rate Increase	-	13.0%	7.5%	5.7%

**AUDIENCE COMMENTS  
AND SUPERVISOR  
REQUESTS**

# ADJOURNMENT