



Rizzetta & Company

Trout Creek Community Development District

**Board of Supervisors' Meeting
February 9, 2022**

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

www.troutcreekcdd.org

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors

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

District Manager

Associate District Manager

| | |
|-----------------|--------------------------|
| Melissa Dobbins | Rizzetta & Company, Inc. |
| Carol Brown | Rizzetta & Company, Inc. |

District Counsel

| | |
|------------------|----------------|
| Katie Buchanan | Kutak Rock LLP |
| Jonathan Johnson | Kutak Rock LLP |

District Engineer

| | |
|----------------|--------------|
| Brad Davis | Prosser Inc. |
| Matt Melchiori | 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.

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February 9, 2022

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 **February 09, 2022**, at 3:00 p.m. at the Kayak Club located at 100 Kayak Way, St. Augustine, FL 32092. The following is the tentative agenda for this meeting:

1. **CALL TO ORDER / ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held on December 15, 2021.....Tab 1
 - B. Ratification of Operations and Maintenance Expenditures for November 2021 & December 2021.....Tab 2
 - C. Ratification of Requisitions.....Tab 3
 - 1.) Account Series 2018, CUS 177-180
 - 2.) Account Series 2020, CUS 26-34
 - D. Construction Activity Report, Period Ending December 2021.....Tab 4
 - E. Consideration of Resolution 2022-06, Conducting the General Election.....Tab 5
 - F. Consideration of Resolution 2022-07, Amending Authorizing Disbursement of Funds for Expenses (Under Separate Cover)
4. **STAFF REPORTS**
 - A. District Counsel
 - 1.) Consideration of Kutak Rock Retention and Fee Agreement.....Tab 6
 - B. District Engineer
 - 1.) Consideration of Stormwater Needs Analysis Proposal.....Tab 7
 - C. Construction Administrator
 - D. Community Director
 - 1.) CCMC Management Report
 - 2.) Charles Aquatic Service Reports.....Tab 8
 - 3.) Aquatic Inspection Report, January 2022.....Tab 9
 - E. District Manager
 - 1.) Rizzetta & Company Management Report
 - 2.) Discussion Regarding Reserve Accounts
5. **BUSINESS ITEMS**
 - A. Consideration of Kayak Outpost and Kayak Launch Policies.....Tab 10
 - B. Consideration of CCMC Amendment to Petty Cash
 - C. Consideration of VakPak Lap Pool Pump Proposal.....Tab 11
 - D. Consideration of Swim Team Agreement.....Tab 12
6. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

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

Yours kindly,

Carol L. Brown

Carol L. Brown, LCAM
Associate District Manager
Trout Creek Community Development District

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 public hearing and regular meeting of the Board of Supervisors of Trout Creek Community Development District was held on **Wednesday, December 15, 2021, at 3:00 p.m.**, at the Kayak Club located at 100 Kayak Way, St. Augustine, FL 32092.

Present and constituting a quorum:

| | |
|----------------|--|
| Andy Smith | Board Supervisor, Chair |
| David Roane | Board Supervisor, Vice Chair |
| Michael Gruber | Board Supervisor, Assistant Secretary |
| Frank Murphy | Board Supervisor, Assistant Secretary |
| Ryan Stone | Board Supervisor, Assistant Secretary |

Also present were:

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

Members of the public present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Brown called the meeting to order at 3:06 p.m.

SECOND ORDER OF BUSINESS

Public Comments on Agenda Items

No audience comments on agenda items.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Regular
Meeting held on October 20, 2021**

On a motion by Mr. Smith, seconded by Mr. Gruber, with all unanimously in favor, the Board of Supervisors' approved Minutes of the Board of Supervisors' Regular Meeting held on October 20, 2021, for Trout Creek Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of Operations and
Maintenance Expenditures for
September 2021 and October 2021**

On a motion by Mr. Smith, seconded by Mr. Roane, with all unanimously in favor, the Board of Supervisors' ratified the Operation and Maintenance Expenditures for September 2021 in the amount of \$149,463.15 and October 2021 in the amount of \$80,400.26 for Trout Creek Community Development District.

FIFTH ORDER OF BUSINESS

Ratification of Requisitions

- 1.) **Account Series 2018, CUS 172-176**
- 2.) **Account Series 2020, CUS 18-25**

On a motion by Mr. Roane, seconded by Mr. Smith, with all unanimously in favor, the Board of Supervisors' ratified the Capital Improvement, Account Series 2018, CUS 172-176, and Account Series 2020, CUS 18-25 for Trout Creek Community Development District.

SIXTH ORDER OF BUSINESS

**Construction Activity Report,
Period Ending October, 2021**

Report presented under Tab 4 of the agenda.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2022-03,
Redesignating Assistant Secretary**

On a motion by Mr. Smith, seconded by Mr. Roane, with all unanimously in favor, the Board of Supervisors' adopted Resolution 2022-03, Redesignating Assistant Secretary, whereas the Board removes Lesley Gallagher and re-designates Carol Brown Assistant Secretary for Trout Creek Community Development District.

EIGHTH ORDER OF BUSINESS

Staff Reports

Moved to 4C

- C. **Construction Administrator**
Mr. McCollum updated the Board that phase 3 is almost complete and awaiting the metal roof for the Kayak Launch.

Moved to 4A

A. District Counsel

1.) Legislative update on Wastewater and Stormwater Needs Analysis

Ms. Buchanan informed the Board that the 2021 Legislative Session enacted the requirement for local government entities to perform a Wastewater and Stormwater Needs Analysis. This analysis needs to be completed by June 2022.

Ms. Brown informed the Board that this year's budget did include a Stormwater Assessment line in the amount of \$2,000.00 and Stormwater System Maintenance in the amount of \$7,888.00.

On a motion by Mr. Smith, seconded by Mr. Gruber, with all unanimously in favor, the Board of Supervisors' approved the District Engineer to provide a proposal for Wastewater and Stormwater Needs Analysis for Trout Creek Community Development District.

B. District Engineer

1.) Prosser Rate Increases effective January 1, 2022

Mr. Melchiori updated the Board that Prosser Inc. will be increasing their rates, effective January 1, 2022. Rate sheets found under Tab 7.

On a motion by Mr. Smith, seconded by Mr. Roane, with all unanimously in favor, the Board of Supervisors' approved the Prosser Inc. rate increases for Trout Creek Community Development District.

Mr. Murphy requested an update on road safety options. Mr. Melchiori confirmed with the County Engineer that the roads constructed / permitted meet county standards.

Mr. Melchiori presented resident's concerns regarding pedestrian safety and explored options of installing additional safety items. County Engineer stated these improvements would be non-standard.

Mr. Melchiori advised the Board that their next option would be to conduct a Safety Analysis and Board would have data to provide to the county as to why the District is proposing a change.

Board directed Mr. Melchiori to provide county, in writing, multiple road safety improvement options, inform the county that these areas are high traffic with high minor pedestrians, and request a response in writing that includes the county thresholds for modifying county standards.

Mr. Melchiori reminded Board and audience of the Traffic Enforcement Agreement and they can contact the St. Johns County Sheriffs Department for additional enforcement.

Mr. McCollum informed the Board the new school will begin construction and completion is expected of 2024.

D. Community Director

1.) CCMC Management Report

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

2.) Charles Aquatic Service Report, November 2021

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

E. District Manager

1.) Rizzetta & Company Management

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

2.) Acceptance of Technology Services Contractual Assignment

Ms. Brown informed the Board that Rizzetta Technology Services was consolidating into Rizzetta & Company. She stated that all terms of the current agreement would remain the same. She requested the Board approve the Acceptance of Technology Services Contractual Assignment.

On a motion by Mr. Smith, seconded by Mr. Roane, with all unanimously in favor, the Board of Supervisors' approved the Acceptance of Technology Services Contractual Assignment from Rizzetta Technology Services to Rizzetta & Company for Trout Creek Community Development District.

NINETH ORDER OF BUSINESS

**Public Hearing on Kayak Outpost
Amenity Center Rates**

Ms. Buchanan explained the Public Hearing process and reviewed the proposed maximum Kayak Outpost Amenity Center Rates, with the Deposit in the amount of \$250.00 and the Patron Rate of \$100.00 per hour. (Exhibit C)

On a motion by Mr. Smith, seconded by Mr. Roane, with all unanimously in favor, the Board of Supervisors' Opened the Public Hearing on Kayak Outpost Amenity Center Rates for Trout Creek Community Development District.

Audience Comments included asking what are the going rates, why do residents have to pay for the use of it and what does the rental include. Discussion ensued.

On a motion by Mr. Roane, seconded by Mr. Smith, with all unanimously in favor, the Board of Supervisors' Closed the Public Hearing on Kayak Outpost Amenity Center Rates for Trout Creek Community Development District.

1.) Consideration of Resolution 2022-04, Adopting Kayak Outpost Amenity Rates

On a motion by Mr. Smith, seconded by Mr. Roane, with all unanimously in favor, the Board of Supervisors' adopted Resolution 2022-04, Adopting Kayak Outpost Amenity Rates, with a Deposit Rate of \$205.00 and Patron Rate of \$55.00, with a two-hour minimum, that includes the renting of inside of the building only, for Trout Creek Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2022-05, Adopting Amended Prompt Payment Policies

Ms. Buchanan informed the Board that the 2021 Legislative Session had amended the Prompt Payment Policies. This amendment included an increase from 1% to 2% on late payments for construction services and additional on contractor rights. Memorandum from Kutak Rock LLP was provided to the Board. (Exhibit D)

On a motion by Mr. Smith, seconded by Mr. Gruber, with all unanimously in favor, the Board adopted of Resolution 2022-05, Adopting Amended Prompt Payment Policies for Trout Creek Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of Vak Pak Equipment Maintenance Renewal Agreement

On a motion by Mr. Roane, seconded by Mr. Smith, with all unanimously in favor, the Board approved the Vak Pak Equipment Maintenance Renewal Agreement, in the annual amount of \$2,800.00, for Trout Creek Community Development District.

TWELFTH ORDER OF BUSINESS

Consideration of Jani-King Proposal(s)

- 1.) Outpost Cleaning Service**
- 2.) Amendment to Maintenance Agreement Cleaning Schedule**

On a motion by Mr. Smith, seconded by Mr. Stone, with all unanimously in favor, the Board approved the Jani-King Outpost Cleaning Service proposal, in the monthly amount of \$540.00, and to amend the cleaning schedule to include Saturday service, with the monthly amount increasing to \$3,000.00, as well as, additional direction to have the vendor add the District as an additional insured to their insurance policy and to obtain an additional proposal for the emptying of outside trash receptacles with Board authorizing the Chair to execute this additional proposal for Trout Creek Community Development District.

THIRTEENTH ORDER OF BUSINESS

Consideration of Community Garden Proposal

Tabled. Board directed staff to provide a comprehensive plan for maintaining and cost sharing with residents.

FOURTEENTH ORDER OF BUSINESS

Consideration of Staff Spending Policy

On a motion by Mr. Smith, seconded by Mr. Gruber, with all unanimously in favor, the Board approved increasing the District Debit Card spending limit to \$10,000, which will allow the Community Director access to District funds, for one-time expenditures, for Trout Creek Community Development District.

FIFTEENTH ORDER OF BUSINESS

AUDIENCE COMMENTS AND SUPERVISOR REQUESTS

Supervisor Requests:

Mr. Murphy requested the stakes be removed around mature trees.

Mr. Murphy requested staff to address worn out signage on cart path and trails.

Mr. Murphy requested a business plan for the installation of heating the pool, cover, and gas usage. Staff has received one proposal and is working on a plan for costs prior to the budget season.

Mr. Smith reviewed the current landowner seats and general election seats of the Board of Supervisors. Ms. Buchanan continued to explain that this upcoming November election two of the landowner seats will become general election seats, leaving one landowner seat. The remaining landowner seat, #5, term expires in 2024 and is currently held by Michael Gruber. She advised that it is not uncommon for the developer to move into the last landowner seat because of their technical knowledge of the District and that Florida Statue permits the change in seats.

Mr. Michael Gruber, Assistant Secretary, resigned from seat #5.

Mr. Andrew Smith, Chair, resigned from seat #1.

On a motion by Mr. Roane, seconded by Mr. Stone, with all unanimously in favor, the Board appointed Andrew Smith to Seat #5, for Trout Creek Community Development District.

On a motion by Mr. Stone, seconded by Mr. Roane, with all unanimously in favor, the Board appointed Michael Gruber to Seat #1, for Trout Creek Community Development District.

Ms. Dobbins gave the Oath of Office to Mr. Smith and Mr. Gruber.

Audience comments:

Audience members had the following comments: golf cart enforcement, name of county engineer for roadways, security, speeding, extended facility hours, lazy river lifeguards, parking issues, general election, garden, landscaping overgrowth at roundabouts, lighting at cross walk, road repairs, tennis court to pickleball court modifications, new school, road construction, concerns with tree planting and residence not picking up after themselves.

SIXTEENTH ORDER OF BUSINESS

ADJOURNMENT

On a motion by Mr. Smith, seconded by Mr. Roane, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 5:21 p.m. for Trout Creek Community Development District.

Secretary /Assistant Secretary

Chairman / Vice Chairman

Exhibit A



SHEARWATER™

Administrative Operations

- I have been onsite since Thursday, October 21 and training with CCMC on their systems as well as working with the CDD on establishing prior working knowledge regarding contracted services, payables and their processes.
- We have hired Michelle Sharp as our new Community Lifestyle Director. Michelle comes from a deep background working in a similar role in the military and more recently Clay County.
- We also hired Anthony (Tony) DeMaio as the new Facilities Director. Tony also comes from a deep military facilities maintenance background and most recently from the Courtyard Marriott in Jacksonville Beach.
- We are looking to hire an additional individual to work full time in the Amenity Center. I am working on developing a job description for the position and looking to fill the position in early January. This addition is budgeted for in full.

Amenity Maintenance

- Overall Tony and Connor are doing a nice job. Learning the timing of maintenance items that impact residents daily as well as keeping a log for us to review after 30 days on how best to address recurring nuisance items that will require more thought and resources.
- Tony has been working with Connor and me to get up to speed and re-establishing relationships with contractors and vendors.
- Facilities Maintenance Repairs are being received, resolved and closed through the Resident Request Ticket system on the website. No issues have been noted since streamlining this item.
- Repaired electrical timers for exterior amenity center lights.
- Replaced a VFD for the lazy river that failed.
- Replaced two televisions in the amenity center that went bad.
- Reset all Amenity Center doors to close properly.
- Updated Fitness Lodge exercise software programs that were out of date.
- 5 Year Pressure Gauge replacement for fire suppression system in the amenity center.
- Replaced and repaired 3 faucets in the Amenity Center and Fitness Lodge.
- Additional exterior trash cans are on order for Amenity Center and Kayak Outpost.
- Repaired Tennis and Event Lawn security fences.
- Expect a quote to repair the Fitness Lodge door within the week from Coastal Sash and Door. This door glass cannot be replaced as it is a single frame, sealed door. Resident whose son broke the door has agreed to pay for its replacement.
- Outpost facility cleaning and maintenance is before the Board this evenings to be reviewed. The request is to clean the facility, including bathrooms 3 evenings per week.

Landscape/Pond Maintenance

- VerdeGo has put online a portal for clearer communication between Shearwater staff and them for items to address. No issues on response times and/or repairs at this time. All items have been addressed within 48 hours.
 - Continue to receive individual resident preferential opinions on landscape material selection, mowing patterns, bush/tree trimming heights and irrigation timing items. These are reviewed and answered and have not led to any global issues or patterns in the community.
- Prestige is engaged at the Kayak Outpost for landscape maintenance and have had no issues.
- Replacement of plant material will be ongoing throughout the community by both landscape contractors.

- Charles Aquatics is managing our 32 ponds and I have not been made aware of any shortcomings from the residents. There are a few areas that are being addressed where residents are blocking the utility easement with play and lawn equipment and a fence needs to relocate as it is encroaching as well.
- I expect to receive the arborists report in writing this week that addresses the concerns we have regarding the trees in the community. The BOS and I will review with the landscape contractors and recommend a course of action moving forward.
- Residents have been notified to contact AT&T regarding raised AT&T boxes in their yards as AT&T will not respond to a global request to lower all raised boxes in the community.
- There was an automobile accident on Shearwater Parkway on Wednesday, November 24 That caused damage to three trees in the median. The trees will be replaced and the CDD is contacting the car owner and insurance company for reimbursement.

Lifestyle

- Michelle Sharp is settling in to her position with us and is working with CCMC support staff and historical documents to create social programming moving forward. It is my goal to have an inclusive, running 3 month calendar of events that covers all demographic of the community.
- Michelle has received significant feedback from the residents on previous events as well as idea on creating new events moving forward. Those ideas, where practical will be applied to our Lifestyle calendar in the future.
- We are awaiting, along with the residents, the remaining material to finish the Kayak Launch and celebrate its opening.
- Michelle is working with CCMC and me to find ways to be able to streamline the information found on the website and app so that it consistent throughout and does not need multiple touches or inputs that may be and have been missed in the past.

Exhibit B



UPCOMING DATES TO REMEMBER

- **Next Meeting:** January 19, 2022 at 3 PM
- **FY 2020-2021 Audit Completion Deadline:** April 30, 2022
- **Next Election (Seats 1 & 2):** November 8, 2022
- **Series 2015 Bond Maturity Date:** May 1, 2045
- **Series 2018 Bond Maturity Date:** May 1, 2049
- **Series 2020 Bond Maturity Date:** May 1, 2051

December 15

**District
Manager's
Report**

2021

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| <u>FINANCIAL SUMMARY</u> | <u>10/31/2021</u> |
|--|----------------------------------|
| General Fund Cash & Investment Balance: | \$2,051,434* |
| Reserve Fund Cash & Investment Balance: | \$289,600** |
| Total Fund Balance YTD Actual: | \$2,051,434 |
| Total Expenditure YTD Variance: | \$63,611 Under Budget |

*General Fund Cash - Includes FY 22 AR of \$1,996,836

**Reserve Fund - Account in process of being established with FY 20-21 surplus.



Rizzetta & Company

Updates:

We've had several meetings with the new CCMC team and are assisting them in their on-boarding process. Providing information to the Community Director in forecasting upcoming contract renewals, budget, policies, and procedures.

On November 24, 2021 there was a motor vehicle accident on District property which resulted in property damage. The District's insurance company, EGIS is assisting in processing the claim through the driver's insurance company. We are awaiting proposals and invoices for District reimbursement.

PoolSure notified the District that they were increasing their fees effective December 1, 2021 from \$2,350 to \$2,538 per month. We requested they hold on this increase and provided them a copy of the Agreement. They have responded that they will honor the contracted fee amount until renewal which is at the end of February.

We are working with Counsel on the following agreements / addendums: CCMC, Charles Aquatics Lake Management, VerdeGo, Vesta Life Guard Services and Vallencourt Phase 3E & 3 3F.

We continue to audit District records and Website.

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

CDD vs HOA FACT SHEET

PUBLIC / GOVERNMENT ENTITY

COMMUNITY DEVELOPMENT DISTRICT

Trout Creek CDD

Website: www.troutcreekcdd.org

Special-Purpose unit of local government,
operating as an
“Independent Special Taxing District”

Created under Chapter 190 of the
Florida Statutes

Governed by a Board of Supervisors
(Subject to the Sunshine Laws)

Responsibilities include the creation, financing
& maintenance of the CDD infrastructure:

- * Common Area Landscape Maintenance
- * Roadways
- * Entryway Monuments and Gates
- * Pond Aquatics & Stormwater System
- * Amenity & Recreational Facilities & Parks

How are fees paid?

Owners are assessed through their annual
county property tax bill in the form of a non-ad
valorem assessment. Annual Assessments has 2
Parts (Operation/Maintenance & Bond).

Who to contact?

Robert Stone – Community Director
CCMC

rob@myshearwater.com
904-342-3739

Carol Brown – Associate District Manager
Rizzetta & Company, Inc.
clbrown@rizzetta.com
904-436-6270 ext. 4631

PRIVATE ENTITY

HOMEOWNERS ASSOCIATION

Master Association:

Shearwater HOA

Associations:

The Cove HOA

The Woodlands HOA

Timberline HOA

Website: www.myshearwater.com

Not-for-profit Corporation created under
Chapters 617 and 720 of the Florida Statutes

Governed by a Board of Directors

Responsibilities include the implementation of
the association’s governing documents; most
specifically, individual lot related issues.

- * Administration of Deed Restrictions
- * Covenant Enforcement
- * Architectural Control

How are fees paid?

Owners receive a remittance coupon from the
association in December for the following year’s
assessment.

Who to contact?

Robert Stone – Community Director
CCMC

rob@myshearwater.com
904-342-3739

Exhibit C

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING RATES, FEES AND CHARGES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Trout Creek Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated St. Johns Counties, Florida; and

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorizes the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors (“Board”) finds that the imposition of fees for utilization of the recreation facilities and related services is necessary in order to provide for the expenses associated with the operation and maintenance of the recreation facilities and is in the best interests of the District; and

WHEREAS, the Board finds that the fee structure outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The fees in **Exhibit A** are just and equitable and have been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

SECTION 2. Fees for use of the District’s recreation facilities and services are adopted in accordance with **Exhibit A** for the purpose of providing revenues to maintain the operation and maintenance of the facilities, and are hereby ratified, approved and confirmed.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of December 2021.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Chairperson

Exhibit A: Amenity Related Fees and Services

EXHIBIT A

Amenity and Guest Fees

| | |
|--|-------------------|
| Non-Resident Annual User Fee | \$3,005 |
| Additional or Lost Patron Identification | \$30 Per Card/Fob |
| Renter Privileges | \$30 Per Card/Fob |
| Sports Programming Fee | \$405 |

Guest Privileges

| |
|--|
| <p>Guest Pass-</p> <ul style="list-style-type: none"> • Additional 12 can be purchased for \$65. • A Daily Guest Pass can be purchase for \$15. |
| <p>Weekly House Guest-</p> <ul style="list-style-type: none"> • A Houseguest may purchase a pass for weekly admission to the District Facilities for a fee of \$30 per person. |
| <p>Corporate Owner Daily Pass</p> <ul style="list-style-type: none"> • Corporate Owner Daily Passes can be purchase for \$65 for 12 passes. |

Rental Fees

| <u>Facility</u> | <u>Deposit</u> | <u>Patron Rate</u> |
|-----------------------------|--|--|
| Kayak Club Room | \$205 \$505 if alcohol is served – Additional proof of insurance required | \$55 per hour Min. 2 hr. rental |
| Kayak Club Room | \$205 \$505 if alcohol is served – Additional proof of insurance required. | \$80 per hour Min. 2 hr. rental |
| Shearwater Pavilion | \$205 | \$55 per hour Min. 2 hr. rental |
| Conference Room | \$205 | \$30 per hour Min. 2 hr. rental Max. daily rate: \$200 |
| Community Garden Bed Rental | \$205 | \$305 per bed |
| <u>Kayak Outpost</u> | <u>\$250</u> | <u>\$100</u> |

Exhibit D

MEMORANDUM

TO: DISTRICT MANAGER

FROM: KUTAK ROCK LLP

RE: WASTEWATER AND STORMWATER NEEDS ANALYSIS

During the 2021 legislative session, sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

Which special districts are required to complete a needs analysis under sections 403.9301 and 403.9302, Florida Statutes?

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.¹

What constitutes “wastewater services”?

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of

¹ Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

What constitutes “stormwater management program or stormwater management system”?

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

What must the needs analysis for these services or systems include?

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components; and
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.

When must the needs analysis required be complete?

The 20-year needs analysis must be completed by June 30, 2022.

What happens to the needs analysis once it is complete?

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

Tab 2

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures Presented For Board Approval November 2021

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2021 through November 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: \$ **30,448.63**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|--|---------------------|---|---------------------------------------|-----------------------|
| American Society of Composers, Authors and | 003574 | 100005751477 | License Fee For Account No. 500826540 | \$ 714.00 |
| Arrow Exterminators Inc., dba Nader's Pest Raiders | 003556 | 43979753 | Pest Control 10/21 | \$ 110.00 |
| AT&T Communications System | 003560 | 151561791 - 10/21 | Acct # 151561791 - 10/21 | \$ 16.05 |
| AT&T Communications System | 003561 | 299942543 10/21 | Acct # 299942543 10/21 | \$ 16.05 |
| AT&T Communications System | 003562 | 904 230-0008 001 0564 10/21 | Monthly Telephone Service 10/21 | \$ 476.67 |
| AT&T Communications System | 003563 | 904 230-0054 001 0562 10/21 | 904 230-0054 001 0562 10/21 | \$ 476.67 |
| Capital Consultants Management Corporation | 003553 | TCD-11012021 | Amenity Management Services 11/21 | \$ 6,811.28 |
| Charles Aquatics, Inc. | 003570 | 43846 | Aquatic Maintenance 11/21 | \$ 1,561.00 |
| Cintas Corp | 003564 | 5073094663 | First Aid Safety Supplies 08/21 | \$ 25.28 |
| Department of Economic Opportunity | 003565 | 85299 | Special District Fee FY 21/22 | \$ 175.00 |
| Eason Enterprises, Inc. dba Southeast Fitness Repair | 003568 | 16745A | Repair to Fitness Equipment 10/21 | \$ 145.00 |
| Florida Department of Revenue | 003554 | 65-8017062725-9 Sales and Use Tax 09/21 | Sales and Use Tax 09/21 | \$ 161.77 |

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures


November 1, 2021 Through November 30, 2021

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|-----------------------------------|---------------------|-------------------------|--|-----------------------|
| Interactive Fitness Holdings, LLC | 003566 | INV-006997 | Expresso eLive Annual Plan 2022 | \$ 199.00 |
| IPFS Corporation | 003576 | GAA-B75447 Pymt 2 of 11 | GAA-B75447 Pymt 2 of 11 | \$ 4,373.43 |
| ██████████ | 003575 | SJSO21CAD237111 | Deputy Patrol 11/19/21 | \$ 120.00 |
| Luxe Party Rentals, LLC | 003567 | 102321 | Fright Night 10/21 | \$ 639.36 |
| Massey Services, Inc. | 003555 | 45527938 | Pest Control Service 10/21 | \$ 65.00 |
| ██████████ | 003577 | SJSO21CAD216612 | Deputy Patrol 10/22/21 | \$ 240.00 |
| ██████████ | 003577 | SJSO21CAD237765 | Deputy Patrol 11/20/21 | \$ 120.00 |
| Newagetutors LLC DBA VGlobal Tech | 003573 | 3255 | Website ADA Compliance 11/21 | \$ 300.00 |
| Peoples Gas System | 003572 | 211011457499 11/21 | 182 Kyak Way 11/21 | \$ 44.80 |
| Poolsure | 003557 | 131295603142 | Monthly Pool Chemicals 11/21 | \$ 2,350.00 |
| Rizzetta & Company, Inc. | 003558 | INV0000062528 | District Management Fees 11/21 | \$ 4,146.59 |
| Rizzetta Technology Services, LLC | 003559 | INV0000008157 | Email & Website Hosting Services 11/21 | \$ 160.00 |

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 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 | 003571 | 553611ES | Natural Gas 10/21 | \$ 28.96 |
| The Bank of New York Mellon | 003552 | 252-2420715 | Trustee Fees S2020 10/01/21- 09/30/22 | \$ 4,000.00 |
| Vexacor Supply Group, LLC | 003569 | A-216285 | Cafe Supplies 11/21 | \$ 150.00 |
| Vexacor Supply Group, LLC | 003569 | M218872 | Cafe Supplies 11/21 | \$ 177.72 |
|  | 003579 | SJSO21CAD231830 | Deputy Patrol 11/12/21 | \$ 120.00 |
| Whitney Myers | 003551 | 102421 | Halloween Event 10/21 | \$ <u>2,525.00</u> |
| Report Total | | | | \$ <u>30,448.63</u> |

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures Presented For Board Approval December 2021

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

The total items being presented: **\$108,651.70**

Approval of Expenditures:

_____ Chairperson
_____ Vice Chairperson
_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|---|---------------------|--------------------------------|---|-----------------------|
| Adkins Electric, Inc. | 003580 | G21620 | Service Call 11/20 | \$ 335.00 |
| AMTEC Corp. | 003581 | 6466-11-21 | Capital Improvement Revenue | \$ 450.00 |
| Arrow Exterminators Inc., dba Nader's Pest Raiders | 003598 | 44208540 | Bonds Seies 2020 Rodent Service 11/21 | \$ 176.00 |
| Arrow Exterminators Inc., dba Nader's Pest Raiders | 003598 | 44276485 | Pest Control 11/21 | \$ 110.00 |
| Arrow Exterminators Inc., dba Nader's Pest Raiders | 003610 | 44276487 | Fire Ant Control 11/21 | \$ 90.00 |
| AT&T Communications System | 003591 | 904 230-0008 001 0564 11/21 | Monthly Telephone Service 11/21 | \$ 446.61 |
| AT&T Communications System | 003592 | 904 230-0054 001 0562 11/21 | 904 230-0054 001 0562 11/21 | \$ 446.61 |
| Atlantic Companies, Inc. | 003582 | 223099 | LTE Cat M1 Communicator for Vista | \$ 295.00 |
| Audie Gibson | 003626 | AG121421 | Entertainment for Winter Fest 2021 | \$ 300.00 |
| Capital Consultants Management Corporation | 003607 | TCD-12012021 | Amenity Management Services 12/21 | \$ 10,733.83 |
| Charles Aquatics, Inc. | 003593 | 43933 | Bi-Monthly Cleaning of Fountains & Columns in Pond 1 12/21 | \$ 400.00 |
| Charles Aquatics, Inc. | 003608 | 44066 | Aquatic Maintenance 12/21 | \$ 1,561.00 |
| Charles David Roane | 003631 | DR121521 | Board of Supervisors Meeting 12/15/21 | \$ 200.00 |

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures




December 1, 2021 Through December 31, 2021

| Vendor Name | Check Number | Invoice Number | Invoice Description | Invoice Amount |
|--|--------------|--|--|----------------|
| Colden Company, Inc. | 003594 | 14704 | IT Services & Mileage Reimbursement - 11/21 | \$ 157.46 |
| Eason Enterprises, Inc. dba Southeast Fitness Repair EZ Event Ride | 003602 | 17092A | Repair to Fitness Equipment 11/21 | \$ 150.00 |
| | 003624 | 121521 EZ Eventride | Trolley Shuttle Ride 12/21 | \$ 500.00 |
| First Coast Franchising dba Jani-King of Jacksonville | 003585 | JAK10210690 | Cleaning Service 10/21 | \$ 900.00 |
| First Coast Franchising dba Jani-King of Jacksonville | 003585 | JAK10210691 | Cleaning Service 10/21 | \$ 600.00 |
| First Coast Franchising dba Jani-King of Jacksonville | 003585 | JAK11210467 | Cleaning Service 11/21 | \$ 2,922.00 |
| First Coast Franchising dba Jani-King of Jacksonville | 003609 | JAK12210470 | Cleaning Service 12/21 | \$ 2,922.00 |
| Florida Department of Revenue | 003583 | 65-8017062725-9 Sales & Use Tax 10/21 | Sales & Use Tax 10/21 | \$ 182.43 |
| Florida Department of Revenue | 003625 | 65-8017062725-9 Sales and Use Tax 11/21 | Sales and Use Tax 11/21 | \$ 285.12 |
| FPL | 2021121521-1 | FPL Summary 11/21 | FPL Summary 11/21 | \$ 6,583.70 |
| Frank Murphy | 003629 | FM121521 | Board of Supervisors Meeting 12/15/21 | \$ 200.00 |
| Hopping Green & Sams PA | 003584 | 125904 | General Legal Services 09/21 | \$ 2,569.34 |
| Howard Services, Inc. | 003615 | C-4668 | AC Maintenance 12/21 | \$ 458.94 |

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|---|---------------------|-------------------------|--|-----------------------|
| Interactive Fitness Holdings, LLC | 003595 | INV-007400 | Expresso eLive Annual Plan 2022 | \$ 199.00 |
| IPFS Corporation | 003628 | GAA-B75447 Pymt 3 of 11 | GAA-B75447 Pymt 3 of 11 | \$ 4,373.43 |
| Jacksonville Electric Authority | 2021121521-2 | 9634626977 11/21 | Water-Sewer Combination Services 11/21 | \$ 18,615.58 |
|  | 003622 | SJSO21CAD258675 | Security Patrol 12/18/21 | \$ 120.00 |
| Keith and Lisa Wheeler dba Bouncers, Slides and More, Inc | 003623 | 121421 Bouncers | Bouncers, Sliders & More for Winterfest 2021 | \$ 2,596.50 |
| Mark Green II | 003614 | MG121421 | DJ Services For Winterfest 2021 | \$ 300.00 |
| Massey Services, Inc. | 003596 | 45970009 | Pest Control Service 11/21 | \$ 65.00 |
| Michael T. Gruber | 003627 | MG121521 | Board of Supervisors Meeting 12/15/21 | \$ 200.00 |
| Michelle Sharp | 003601 | 120121 Sharp | Reimbursement for Publix Purchase | \$ 29.21 |
|  | 003616 | SJSO21CAD247768 | Security Patrol 12/4/21 | \$ 120.00 |
|  | 003630 | SJSO21CAD257845 | Security Patrol 12/17/21 | \$ 120.00 |
| Newagetutors LLC DBA VGlobal Tech | 003612 | 3333 | Website ADA Compliance 12/21 | \$ 300.00 |
| Newagetutors LLC DBA VGlobal Tech | 003612 | 3334 | Website ADA Compliance Quarterly 12/21 | \$ 400.00 |

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

| Vendor Name | Check Number | Invoice Number | Invoice Description | Invoice Amount |
|--|--------------|------------------------|--|----------------|
| Peoples Gas System | 003617 | 211011457499 12/21 | 182 Kyak Way 12/21 | \$ 34.54 |
| Poolsure | 003618 | 131295603509 | Monthly Pool Chemicals 12/21 | \$ 2,350.00 |
| Prestige Landscapes of North Florida, Inc. | 003586 | 2223 | Landscape Maintenance 11/21 | \$ 1,896.00 |
| Prosser, Inc. | 003587 | 47083 | Engineering Services 10/21 | \$ 1,816.74 |
| Rizzetta & Company, Inc. | 003599 | INV0000063110 | District Management Fees 12/21 | \$ 4,146.59 |
| Rizzetta Technology Services, LLC | 003600 | INV0000008249 | Email & Website Hosting Services 12/21 | \$ 160.00 |
| Robert Stone | 003603 | 12321 Stone | Reimbursement For Xmas Decorations | \$ 198.17 |
| Robert Stone | 003619 | RS121021 | Amenity Supplies | \$ 453.54 |
| Robert Stone | 003619 | RS12921 | Coffee On The Porch | \$ 100.55 |
| Ryan Scott Stone | 003632 | RS121521 | Board of Supervisors Meeting 12/15/21 | \$ 200.00 |
| | 003590 | SJSO21CAD242145 | Deputy Patrol 11/21 | \$ 120.00 |
| The St. Augustine Record Dept 1261 | 003597 | 0003387676-01 11/10/21 | Acct#15626 Legal Advertising 11/10/21 | \$ 49.37 |
| Vak Pak Inc. Manufacturing | 003620 | 600002 | Service-Replaced all 10Polaris Taps | \$ 2,274.77 |

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|----------------------------|---------------------|-----------------------|---|-----------------------|
| Vak Pak Inc. Manufacturing | 003620 | 600009 | Quarterly Inspection 11/21 | \$ 700.00 |
| VerdeGo LLC | 003588 | 6655 | Landscape Maintenance 10/21 | \$ 6,113.00 |
| VerdeGo LLC | 003588 | 6656 | Landscape Maintenance 10/21 | \$ 800.11 |
| VerdeGo LLC | 003588 | 6657 | Landscape Maintenance 10/21 | \$ 746.00 |
| VerdeGo LLC | 003588 | 6673 | Landscape Maintenance 10/21 | \$ 2,689.25 |
| VerdeGo LLC | 003604 | 6674 | Landscape Maintenance 10/21 | \$ 7,250.00 |
| VerdeGo LLC | 003604 | 6687 | Removed Jasmine repl'd w/St Augustine 10/31/21 | \$ 1,822.00 |
| VerdeGo LLC | 003604 | 6688 | Landscape Maintenance 10/21 | \$ 2,033.00 |
| VerdeGo LLC | 003604 | 6689 | Landscape Maintenance 10/21 | \$ 3,600.00 |
| VerdeGo LLC | 003611 | 6928 | Repaired Irrigation/Sod 11/30/21 | \$ 603.00 |
| Vexacor Supply Group, LLC | 003589 | A-222897 | Cafe Supplies 11/21 | \$ 88.38 |
| Vexacor Supply Group, LLC | 003605 | A-224307 | Cafe Supplies 11/21 | \$ 288.73 |
| Vexacor Supply Group, LLC | 003605 | A-225729 | Cafe Supplies 12/21 | \$ 150.00 |

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|---|---------------------|-----------------------|---------------------------------------|-----------------------------|
| Viktoryia Ahayeva dba Agaeva Photography, LLC | 003621 | 013 | Photographer for Fall Festival 10/21 | \$ 450.00 |
| Wayne Automatic Fire Sprinklers, Inc. | 003606 | 927040 | Annual Sprinkler Inspection 11/21 | \$ 2,404.20 |
| Whitney Myers | 003613 | 121421 | Cookies/Cocoa Dec 1st,8th,15th & 22nd | \$ 700.00 |
| Whitney Myers | 003613 | 121521 | Entertainment For Winterfest 12/18/21 | \$ <u>3,000.00</u> |
| Report Total | | | | \$ <u>108,651.70</u> |

Tab 3

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

December 22, 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) On-Sight & Pizzazz checks should be sent via regular mail USPS
- B) Prosser & Vallencourt Checks should be sent overnight via UPS.

| REQUISITION NO. | PAYEE | AMOUNT |
|-----------------|--------------------------|-------------|
| CUS 177 | On-Sight | \$3,492.50 |
| CUS 178 | Pizzazz Scenic | \$3,924.60 |
| CUS 179 | Prosser Inc. | \$14,882.51 |
| CUS 180 | Vallencourt Construction | \$22,234.02 |
| | | |

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

Sincerely,

TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT

Carol Brown
District Manager

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 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):

November 12, 2021

- (A) Requisition Number: **CUS 177**
- (B) Name of Payee: **Onsight Industries**
900 Central Park Dr
Sanford, FL 32771
- (C) Amount Payable: **\$3,492.50**
- (D) **Inv 002-21-307426D 50% deposit on Outdoor Trash Cans**
- (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.

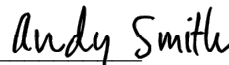
If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements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

DocuSigned by:

BY: _____



CHAIRMAN OR VICE-CHAIRMAN BBAD46DA7ED64E9...

**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 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):

November 12, 2021

- (A) Requisition Number: **CUS 178**
- (B) Name of Payee: **Pizzazz Scenic.**
1354 Wigmore St
Jacksonville, FL 32206
- (C) Amount Payable: **\$3,924.60**
- (D) **Invoice # 2105b for 40% balance on Shearwater Outpost Sculpture**
- (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

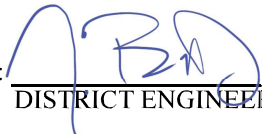
DocuSigned by:



BY: _____
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 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):

November 12, 2021

- (A) Requisition Number: **CUS 179**
- (B) Name of Payee: **Prosser, Inc.**
13901 Sutton Park Drive South, Suite 200
Jacksonville, FL 32224
- (C) Amount Payable: **\$14,882.51**
- (D) **Invoice # 46829 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

DocuSigned by:



BY: _____

CHAIRMAN OR VICE-CHAIRMAN

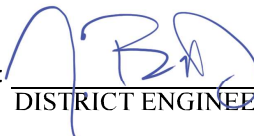
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**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED
INTEREST REQUESTS ONLY**

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 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):

November 12, 2021

- (A) Requisition Number: **CUS 180**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$22,234.02**
- (D) **Shearwater 2E Pond 9B Underdrain**
- (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

DocuSigned by:

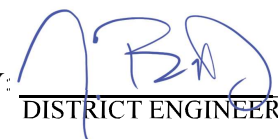


BY: _____
CHAIRMAN OR VICE-CHAIRMAN

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**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

December 22, 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 28 | Adkins Electric | \$122,228.48 |
| CUS 29 | Besch & Smith | \$105,151.36 |
| CUS 30 | Hopping Green & Sams | \$12,630.17 |
| CUS 31 | Prosser Inc. | \$10,315.66 |
| CUS 32 | Randy Suggs Landscaping | \$91,392.30 |
| CUS 33 | Vallencourt | \$204,868.40 |
| CUS 34 | Vallencourt | \$287,886.29 |
| | | |

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

Sincerely,

TROUT CREEK

COMMUNITY DEVELOPMENT DISTRICT

Carol Brown

District Manager

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

November 30, 2021

- (A) Requisition Number: **CUS 28**
- (B) Name of Payee: **Adkins Electric, Inc.**
10477 New Kings Rd
Jacksonville, FL 32219
- (C) Amount Payable: **\$122,228.48**
- (D) **Invoice # Phase 3A-A Progress**
- (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

DocuSigned by:



BY: _____

CHAIRMAN OR VICE-CHAIRMAN

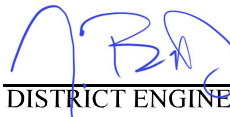
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**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED
INTEREST REQUESTS ONLY**

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

BY: _____

DISTRICT ENGINEER



TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

November 30, 2021

- (A) Requisition Number: **CUS 29**
- (B) Name of Payee: **Besch and Smith Civil Group, Inc.**
345 Cumberland Industrial Ct
St. Augustine, FL 32095
- (C) Amount Payable: **\$105,151.36**
- (D) **Pay Application #16**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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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

DocuSigned by:

Andy Smith

BY: _____

CHAIRMAN OR VICE-CHAIRMAN

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

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BY: _____

DISTRICT ENGINEER

[Handwritten Signature]

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):

November 30, 2021

- (A) Requisition Number: **CUS 30**
- (B) Name of Payee: **Hopping Green & Sams**
119 S. Monroe St Suite 300
Tallahassee, FL 32314
- (C) Amount Payable: **\$12,630.17**
- (D) **Inv #'s 125840, 125841, 125905**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:

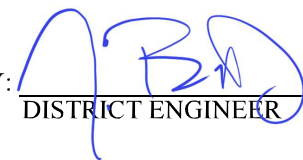


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BY: _____
CHAIRMAN OR VICE-CHAIRMAN

**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:  _____
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):

November 30, 2021

- (A) Requisition Number: **CUS 31**
- (B) Name of Payee: **Prosser, Inc.**
13901 Sutton Park Dr South, Suite 200
Jacksonville, FL 32224
- (C) Amount Payable: **\$10,315.66**
- (D) **Inv #47082 Professional Services 10/1/21 to 10/31/21**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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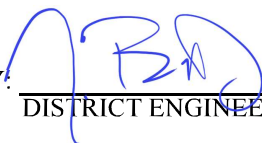
TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:
Andy Smith
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BY: _____
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:  _____
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):

November 30, 2021

- (A) Requisition Number: **CUS 32**
- (B) Name of Payee: **Randy Suggs Landscaping**
3403 Rock Springs Rd
Apopka, FL 32712
- (C) Amount Payable: **\$91,392.30**
- (D) **Pay Application #3 Phase 3 A1**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:

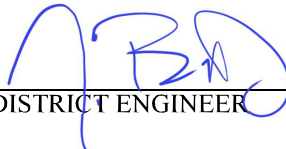


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BY: _____
CHAIRMAN OR VICE-CHAIRMAN

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

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BY:  _____
DISTRICT ENGINEER

TROUT CREEK CDD FORM OF REQUISITION FOR SERIES 2020

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

November 30, 2021

- (A) Requisition Number: **CUS 33**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.
449 Center Street
Green Cove Springs, FL 32043**
- (C) Amount Payable: **\$204,868.40**
- (D) **Pay App 7490-6**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:



BY: _____

CHAIRMAN OR VICE-CHAIRMAN

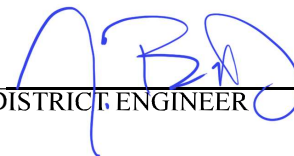
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CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED INTEREST REQUESTS ONLY

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BY: _____

DISTRICT ENGINEER



TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

November 30, 2021

- (A) Requisition Number: **CUS 34**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$287,886.29**
- (D) **Pay App 7569-7**
- (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

DocuSigned by:

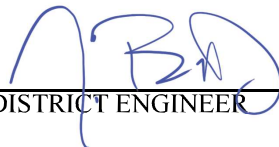


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BY: _____
CHAIRMAN OR VICE-CHAIRMAN

**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: 
DISTRICT ENGINEER

Tab 4

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

Construction & COI Account Activity Through December 31, 2021

| | | | |
|-----------------|-------------------------------|-----------------------------|-------------------------|
| Inflows: | Debt Proceeds | \$ | 10,188,947.97 |
| | Underwriter's Discount | | 242,000.00 |
| | | Total Bond Proceeds: | 10,430,947.97 |
| | Interest Earned | | 79,159.13 |
| | Transfer to Revenue | | (175.86) |
| | | Total Inflows: | \$ 10,509,931.24 |

Outflows: Requisitions

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

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

Construction & COI Account Activity Through December 31, 2021

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

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

Construction & COI Account Activity Through December 31, 2021

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

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

Construction Custody Account Activity Through December 31, 2021

| | | | |
|-----------------|------------------------------------|--------------------------------|--|
| Inflows: | Developer Contribution | \$ 11,985,591.68 | |
| | Due from Developer | - | |
| | Transfer from S2015 Custody | <u>31,074.97</u> | |
| | Total Inflows: | <u><u>\$ 12,016,666.65</u></u> | |

Outflows:

| Requisition Date | Requisition Number | Contractor | Amount | Status as of 12/31/21 |
|-----------------------------|-------------------------------|------------------------------------|----------------|----------------------------------|
| 09/30/19 | CUS 52 | O.R. Dicky Smith | \$ (29,534.00) | Cleared |
| 09/30/19 | CUS 53 | Prosser Inc. | (26,878.18) | Cleared |
| 09/30/19 | CUS 54 | Ring Power | (151,800.00) | Cleared |
| 09/30/19 | CUS 55 | Sunstate Nursery & Landscaping Inc | (124,216.45) | Cleared |
| 09/30/19 | CUS 56 | Vallencourt Construction | (169,501.04) | Cleared |
| 09/30/19 | CUS 57 | Vallencourt Construction | (264,630.66) | Cleared |
| 09/30/19 | CUS 58 | Vallencourt Construction | (254,330.66) | Cleared |
| 09/30/19 | CUS 59 | Vallencourt Construction | (227,517.10) | Cleared |
| 09/30/19 | CUS 60 | Vallencourt Construction | (67,475.12) | Cleared |
| 11/30/19 | CUS 61 | Hopping Green & Sams | (5,070.00) | Cleared |
| 11/30/19 | CUS 62 | Prosser Inc. | (16,157.07) | Cleared |
| 11/30/19 | CUS 63 | Sundancer Sign Graphics | (37,340.00) | Cleared |
| 11/30/19 | CUS 64 | Sunstate Nursery & Landscaping Inc | (146,675.87) | Cleared |
| 11/30/19 | CUS 65 | Vallencourt Construction | (71,463.60) | Cleared |
| 11/30/19 | CUS 66 | Vallencourt Construction | (124,019.58) | Cleared |
| 11/30/19 | CUS 67 | Vallencourt Construction | (224,236.39) | Cleared |
| 11/30/19 | CUS 68 | Sunstate Nursery & Landscaping Inc | (162,993.40) | Cleared |
| 11/30/19 | CUS 69 | Vallencourt Construction | (88,559.77) | Cleared |
| 11/30/19 | CUS 70 | Vallencourt Construction | (371,089.05) | Cleared |
| 11/30/19 | CUS 71 | Vallencourt Construction | (166,568.74) | Cleared |
| 01/29/20 | CUS 72 | Prosser Inc. | (3,697.19) | Cleared |
| 01/29/20 | CUS 73 | Stephens Advertising, Inc. | (2,998.77) | Cleared |
| 01/29/20 | CUS 74 | Sunstate Nursery & Landscaping Inc | (138,825.10) | Cleared |
| 01/29/20 | CUS 75 | Vallencourt Construction | (181,721.86) | Cleared |
| 01/29/20 | CUS 76 | Vallencourt Construction | (99,838.17) | Cleared |
| 02/17/20 | CUS 77 | Prosser Inc. | (19,675.00) | Cleared |
| 02/17/20 | CUS 78 | Sunstate Nursery & Landscaping Inc | (87,421.91) | Cleared |
| 02/17/20 | CUS 79 | Vallencourt Construction | (171,723.52) | Cleared |
| 02/17/20 | CUS 80 | Vallencourt Construction | (485,700.20) | Cleared |
| 02/17/20 | CUS 81 | Vallencourt Construction | (229,796.11) | Cleared |
| 03/26/20 | CUS 82 | C&H Marine Construction | (62,240.00) | Cleared |
| 03/26/20 | CUS 83 | Prosser Inc. | (68,458.25) | Cleared |
| 03/26/20 | CUS 84 | Vallencourt Construction | (536,511.38) | Cleared |
| 03/26/20 | CUS 85 | Vallencourt Construction | (280,336.16) | Cleared |
| 04/30/20 | CUS 86 | Hopping Green & Sams | (11,526.24) | Cleared |
| 04/30/20 | CUS 87 | Prosser Inc. | (15,440.16) | Cleared |
| 04/30/20 | CUS 88 | Sunstate Nursery & Landscaping Inc | (45,000.00) | Cleared |
| 04/30/20 | CUS 89 | Vallencourt Construction | (60,354.68) | Cleared |
| 04/30/20 | CUS 90 | Vallencourt Construction | (410,408.26) | Cleared |
| 04/30/20 | CUS 91 | Vallencourt Construction | (405,239.10) | Cleared |

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

Construction Custody Account Activity Through December 31, 2021

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

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

Construction Custody Account Activity Through December 31, 2021

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

Total Construction Requisitions: (12,016,666.65)

Total Requisitions: (12,016,666.65)

Retainage: -

Total Outflows: (12,016,666.65)

Series 2018 Construction Custody Fund Balance at December 31, 2021 \$ -

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

Construction Custody Account Activity Through December 31, 2021

| | |
|--|----------------------------|
| Outstanding Contracts, net of retainage: | |
| Prosser | \$ 2,500.00 |
| Vallencourt Construction, Inc. | 42,473.23 |
| C&H Marine | 31,050.00 |
| Forever Lawn | 5,274.00 |
| Contract Sub Total | <u>81,297.23</u> |
| Committed Funds to be Provided by Developer | <u>\$ 76,465.68</u> |

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

Construction & COI Account Activity Through December 31, 2021

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

Outflows: Requisitions

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

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

Total Outflows: (3,745,700.00)

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

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

Construction & COI Account Activity Through December 31, 2021

| | | | |
|-----------------|-------------------------------|-----------|---------------------|
| Inflows: | Developer Contribution | \$ | 5,685,159.61 |
| | Due from Developer | | 615,248.61 |
| | | | 6,300,408.22 |
| | Total Inflows: | | 6,300,408.22 |

Outflows: Requisitions

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

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

Construction & COI Account Activity Through December 31, 2021

| | | | | |
|------------|--------|-------------|--------------|---------|
| 11/30/2021 | CUS 33 | Vallencourt | (204,868.40) | Cleared |
| 11/30/2021 | CUS 34 | Vallencourt | (287,886.29) | Cleared |

Total Requisitions: (5,685,159.61)

Total Requisitions: (5,685,159.61)

Retainage: (615,248.61)

Total Outflows: (6,300,408.22)

Series 2020 Construction Fund Balance at December 31, 2021 \$ 0.00

Outstanding Contracts, net of retainage:

| | |
|---------------------------|---------------|
| Besch & Smith Civil Group | \$ 678,550.07 |
| Vallencourt | 1,860,735.06 |
| Randy Suggs Landscaping | 309,340.67 |

Contract Sub Total 2,848,625.79

Committed Funds to be Provided by Developer \$ 2,848,625.79

Tab 5

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(C), FLORIDA STATUTES AND INSTRUCTING THAT THE ST. JOHNS COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT’S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Trout Creek Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within unincorporated St. Johns County, Florida; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) seeks to implement Section 190.006(3)(A)(2)(c), Florida Statutes, and to instruct the St. Johns County Supervisor of Elections (“**Supervisor**”) to conduct the District’s elections by the qualified electors of the District at the 2022 general election (“**General Election**”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT:

1. **CURRENT BOARD MEMBERS.** The Board is currently made up of the following individuals, seats and terms:

| <u>Seat Number</u> | <u>Supervisor</u> | <u>Term Expiration Date</u> |
|--------------------|-------------------|-----------------------------|
| 1 | Michael Gruber | November 2022 |
| 2 | David Roane | November 2022 |
| 3 | Ryan Stone | November 2024 |
| 4 | Frank Murphy | November 2024 |
| 5 | Andy Smith | November 2024 |

2. **GENERAL ELECTION SEATS.** Seat 1, currently held by Michael Gruber, and Seat 2, currently held by David Roane are scheduled for the General Election in November 2022. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year.

3. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is

a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

4. **COMPENSATION.** Members of the Board are entitled to receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

5. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

6. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

7. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

8. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

9. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 9th day of February 2022.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF THE
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Trails Community Development District will commence at noon on June 13, 2022, and close at noon on June 17, 2022. Candidates must qualify for the office of Supervisor with the Duval County Supervisor of Elections located at _____, Phone (____) _____. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Chapter 2004-461, Laws of Florida. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Duval County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Trails Community Development District has two (2) seats up for election, specifically Seats 2 and 5, each carrying a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, and in the manner prescribed by law for general elections.

For additional information, please contact the Duval County Supervisor of Elections.

[NOTE TO DISTRICT MANAGER: PUBLISH AT LEAST 2 WEEKS PRIOR TO THE START OF THE QUALIFYING PERIOD]

**Consideration of
Resolution 2022-07,
Amending Authorizing
Disbursement of Funds for
Expenses
(Under Separate Cover)**

STAFF REPORTS

District Counsel

Tab 6

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Trout Creek Community Development District (“**Client**”)
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
P.O. Box 10230
Tallahassee, Florida 32302

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

| | |
|-------------------|---------------|
| Katie S. Buchanan | \$320 |
| Associates | \$250 - \$295 |
| Paralegals | \$145 |

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock’s monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

KUTAK ROCK LLP

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

District Engineer

Tab 7



Creative Visionaries. Engineering Minds™

February 2, 2022

Melissa Dobbins
Trout Creek CDD
c/o Rizzetta & Company
2806 N. 5th Street, Suite 403
St. Augustine, FL 32084

**RE: Trout Creek Community Development District
Proposal for Engineering Services
Stormwater Management Needs Analysis Report**

Dear Ms. Dobbins:

Thank you very much for this opportunity to submit a proposal for professional services for the preparation of a “Stormwater Management Needs Analysis Report” (NAR) for the District. The necessary scope and fee are described below:

Task 1 – Coordination, Meetings and Exhibits

Prosser will meet with District Staff and consultants, as necessary, for the completion of the District’s NAR. Prosser will utilize GIS information and available District data to develop the necessary exhibits to support the NAR. These exhibits will be provided to District Staff and consultant team for comments. Prosser will modify as necessary to finalize.

Because of the uncertain nature of this task, we propose it be on a time & materials (T&M) basis utilizing Prosser’s current hourly rates.

Task 2 – Complete Stormwater “Needs Analysis” Documentation

Prosser, with the assistance of the CDD Manager, will complete Stormwater Management NAR spreadsheet in accordance with Section 403.9302 of the Florida Statutes which as a minimum will include the following:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served, calculated in 5-year increments.
- c) The current and projected service area for the stormwater management program or system.
- d) The current and projected cost of providing services, calculated in 5-year increments.
- e) The estimated remaining useful life of each facility and/or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues, in addition to expenditures with an evaluation of how the local government expects to close any projected funding gap.

This draft will be provided to District staff and the consultant team for review and comments.

Task 3 Final Stormwater Needs Analysis

Prosser will evaluate the comments generated from Task 2, incorporate any additional information, and finalize the Stormwater Management NAR.

FEES

| TASK | DESCRIPTION | FEE |
|-------------|--|------------|
| Task 1 | Coordination, Meetings and Exhibits (T&M) | \$6,500.00 |
| Task 2 | Draft Stormwater Needs Analysis (Lump Sum) | \$4,000.00 |
| Task 3 | Final Stormwater Needs Analysis (Lump Sum) | \$4,000.00 |

ADDITIONAL SERVICES

Any services requested outside of the scope of work above will be charged hourly according to the rate schedule attached. Prosser, Inc. will obtain proposals for other subconsultant services including surveying, geotechnical investigation, etc., as necessary to complete the proposed work as necessary. We will assist with coordinating the work of all subconsultants by providing them with site information and data, as and when requested. These subconsultants will contract directly with you for their services.

Our scope of work for this project does not include the following:

- CLOMR/LOMR Application Process
- Regulatory Planning Work
- Traffic Study/Signal Warrant Analysis
- Design and Permitting
- Wetland/Wildlife Identification, Studies, Flagging or Permitting
- Land or Easement Acquisition Elements
- Surveys
- Geotechnical Engineering/Investigations
- Environmental studies/analysis
- NPDES Stormwater permitting
- Engineers Estimate of Probable Costs
- Bid Administration
- Coordination of any dry utilities
- Permit Fees
- Three-dimensional graphics
- Structural, electrical and mechanical design
- PUD Modification

OUT-OF-POCKET EXPENSES

All job-related travel, reprographic, printing and plotting costs and supplies, telefax and long-distance telephone charges, mail and courier delivery services will be billed at cost plus 15%.

It is our pleasure to provide this professional services proposal to you. If you wish to authorize us to proceed, we ask that you sign and return one copy of the signed proposal to our office. If you have any questions regarding our proposal, we remain available to discuss it with you at your convenience. Our Standard General Conditions and Rate Schedule are attached to this proposal for your information.

Sincerely,
PROSSER[™]



Matt Melchiori, PE
Senior Project Engineer



Ryan P. Stilwell, PE
Principal

Accepted By:

Signature

Typed Name and Title

Date

PROSSER, INC.

GENERAL CONDITIONS

1. Invoicing for services will be on a monthly basis and in proportion to the amount of work performed. Payment for work completed is not contingent upon receipt of governmental or other approvals. Payment is required within 30 days from date of invoice. Past due invoice amounts will be subject to interest charges at a rate of one percent (1%) per month. Should any invoice be 15 or more days past due, Prosser, Inc. shall have the right to suspend work on the project 10 days after written notice to our Client. Prosser, Inc. reserves the right to withhold sealing of drawings until all invoices due and payable have been paid in full.
2. Default: If the said Client fails to perform the covenants herein contained or fails to make payment as herein specified, Prosser, Inc. shall have the right to bring suit against Client for the sums due hereunder. In connection with any litigation arising herein, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.
3. Lien Provisions: The Client acknowledges that it has secured legal rights to the property upon which the contemplated project will be built. Client further agrees that Prosser, Inc. may file its "Notice to Owner" to secure its right to payment.
4. Regulatory Changes: The lump sum fees and corresponding scope of work has been formulated based upon existing regulatory codes, ordinances and procedures known to Prosser, Inc. on the date of proposal preparation. In the event subsequent regulatory changes require revisions to work completed or an increased level of effort, compensation for this additional work shall be in accordance with Paragraph 5 herein.
5. Additional Work: If the scope of our Agreement is modified, additional work may be undertaken at Prosser, Inc.'s discretion, under a lump sum fee or a time and material basis in accordance with our hourly rate schedule attached hereto.
6. Excluded Items from Lump Sum Fees: The lump sum fees do not include the cost of surveying, preparation of easements, soil tests or hydrogeologic work. Prosser, Inc.'s scope of work includes coordination with subconsultants; however, we request that their invoicing be made directly to you.
7. Reimbursable Expenses: Client requested expedited data delivery such as courier, fax, Federal Express, etc., shall be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule. Costs of reproduction for transmittals & submittals beyond those specifically referenced in the proposal shall also be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule.
8. Indemnification: Prosser, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Prosser, Inc.'s negligent acts, errors or omissions in the performance of professional services under this Agreement and those of our subconsultants or anyone for whom Prosser, Inc. is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Prosser, Inc. harmless from any damage, liability or cost, including reasonable attorney's fees and costs, caused by the negligent acts, errors or omissions by the Client and those of its contractors, subcontractors or consultants or anyone who acts on behalf of Client, and arising from the project that is the subject of this Agreement.

9. Limitations of Liability: In performing its professional services hereunder, Prosser, Inc. will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY PROSSER, INC.'S UNDERTAKING HEREIN OR ITS PERFORMANCE OF SERVICES HEREUNDER. IT IS AGREED THAT BY EXECUTION OF THE ATTACHED PROPOSAL, THE CLIENT ACKNOWLEDGES THAT PROSSER, INC.'S LIABILITY FOR ANY DAMAGE, LIABILITY OR COST ON ACCOUNT OF ANY ERROR, OMISSION, OR OTHER PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED \$15,000 OR PROSSER, INC.'S FEE, WHICHEVER IS GREATER.**
10. Preliminary and detailed estimates of Construction Cost, if any, prepared by Prosser, Inc., represent our judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Prosser, Inc. nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Prosser, Inc. cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Prosser, Inc.
11. Regulatory Permitting: This Agreement does not include application fees required by any regulatory agency. We ask that the Client furnish the appropriate fee at the time applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon Engineer of Record inspection and certification of construction. In the event such a condition is imposed, progress and final inspections must be provided by Prosser, Inc. Compensation for this additional work shall be in accordance with Paragraph 5 herein.
12. Term of Agreement: This Agreement shall commence on the effective date of the attached proposal and upon execution by the Client. If the Client does not execute this Agreement within thirty days of the date noted on the Proposal, it is no longer valid unless otherwise mutually agreed upon by Client and Prosser.

9/15/2015

PROSSER



Creative Visionaries. Engineering Minds™

Hourly Rate Schedule

Effective May 17, 2021

Planning & Engineering

| | |
|---|-------|
| Principal | \$235 |
| Project Director | \$200 |
| Project Manager | \$175 |
| Senior Engineer | \$170 |
| Engineer | \$140 |
| Senior Planner & Senior Landscape Architect | \$165 |
| Planner & Landscape Architect | \$140 |
| Senior Graphic Arts Director | \$165 |
| Graphic Art Designer | \$120 |
| Senior Designer | \$140 |
| Designer | \$110 |
| CADD Technician | \$ 95 |
| Clerical | \$ 85 |
| Administrative Support | \$ 85 |

Project & Business Services

| | |
|------------------------------|-------|
| Project Administrator | \$145 |
| Sr. Project Researcher | \$140 |
| Project Researcher | \$135 |
| Sr. Public Relations Liaison | \$150 |
| Technical Writer | \$105 |

Information Services

| | |
|---------------------|-------|
| Programmer | \$140 |
| Information Systems | \$140 |
| GIS Programmer | \$150 |
| GIS Analyst | \$130 |
| GIS Technician | \$115 |

CEI/Construction Management Services

| | |
|------------------------------|-------|
| Resident Engineer | \$160 |
| Construction Project Manager | \$150 |
| Sr. Construction Inspector | \$105 |
| Construction Inspector | \$ 95 |

ALL REIMBURSABLE EXPENSES SHALL BE COST TIMES A FACTOR OF 1.15

Construction Administrator

Community Director

CCMC Management Report
(Under Separate Cover)

Tab 8



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: January 5 & 28, 2022

Biologists: Jim Charles,
Justin Powers

Client: Trout Creek CDD

Waterways: 24 ponds

Conditions: Mostly cloudy, 52 F and calm winds.

Entry Pond: Pond was an 8 (good condition). Water level is normal.



Amenity Pond: This pond was an 8 (good condition). Water level is normal. Checked fish barrier.



Pond 1a: This pond was a 9 (very good condition). Water level is normal.



Pond 1b: This pond was an 8 (good condition). Water level is normal.



Pond 2a: This pond was a 7 (good condition). Water level is normal. Checked fish barrier.



Pond 2b: This pond was an 8 (good condition). Pond level is normal. Inspected fish barrier.



Pond 3a: This pond was an 8 (good condition). Water level is normal.



Pond 6: This pond was a 6 (fair to good condition). Water level is normal. Checked fish barrier. Will treat perimeter when weather conditions improve.



Pond 7a: Pond was an 8 (good condition). Water level is normal.



Pond 7b: Pond was an 8 (good condition). Water level is normal.



Pond 7c: Pond was an 8 (good condition). Water level is normal.



Pond 8a: Pond was an 8 (good condition). Water level is normal. **Note:** A hammock stand has been removed from easement.



Pond 9a: Pond was an 8 (good condition). Water level is normal. Treatment of perimeter for cattails, torpedo grass and alligator weed last month had good results.



Pond 9b: Pond was a 7 (good condition). Water level is normal.



Pond 9c: Pond was in fair to good condition. Water level was normal.



Pond 10a: Pond was an 8 (good condition). Water level is normal.



Pond 10c: Pond was a 9 (good condition). Water level is normal. Pond looks really good, finally.



Pond 10d: Pond was an 8 (good condition). Water level is normal.



Pond 11a: Pond was an 8 (good condition). Water level is normal. Perimeter treatment last month for alligator weed, pennywort and minor cattails had good results.



Pond 11b: Pond was in improving condition. Water level is good. Treatment of entire perimeter for cattails, torpedo grass and duck potato last month was effective.



Pond 11c: Pond was a 9 (good condition). Water level is normal.



Pond 12a: Pond was in fair to good condition. Water level is normal.



Pond 14: Pond was in good condition. Water level is good.



Pond 14b: Pond was in very good condition. Water level is normal.



Jim Charles

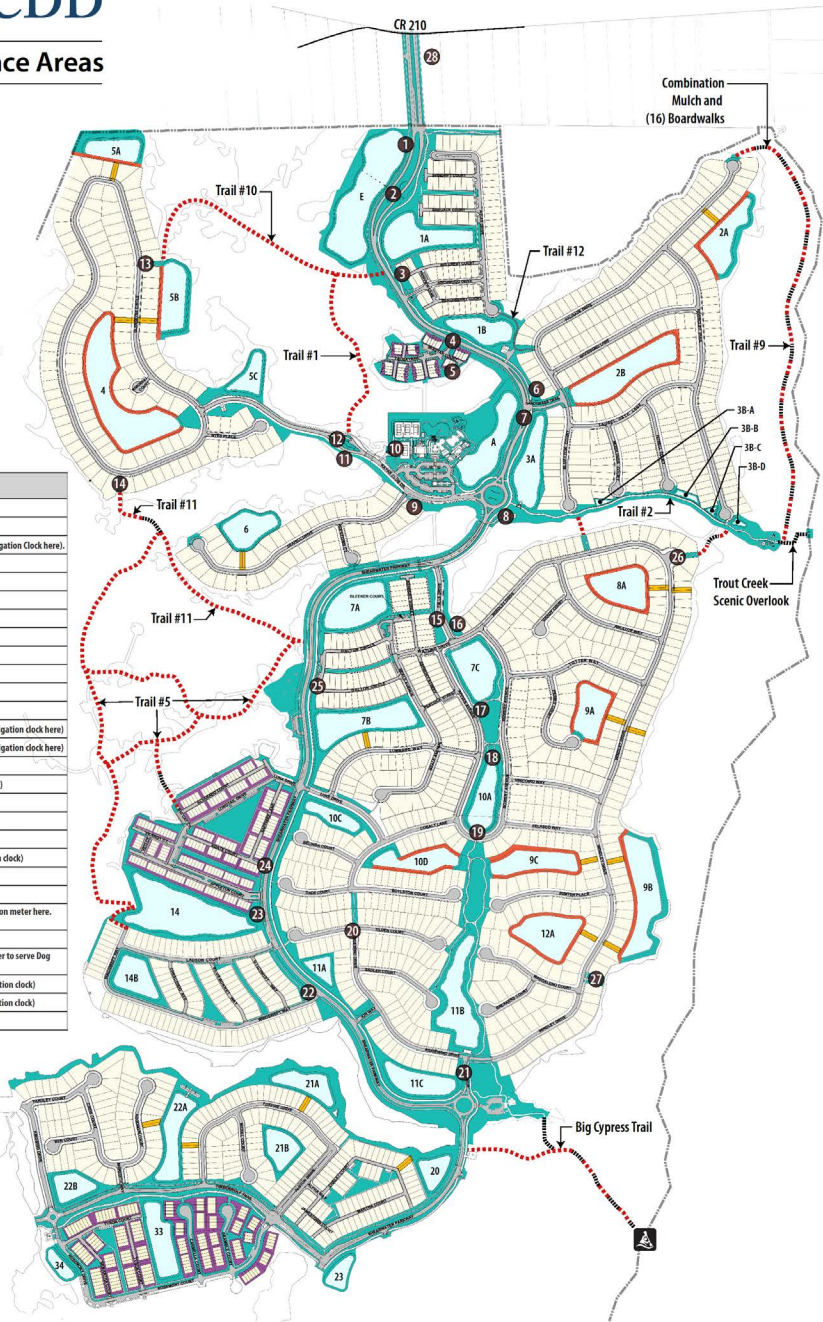
Trout Creek CDD

Landscape Maintenance Areas

LEGEND

- HOA Maintained Areas
- CDD Maintained Areas (Phase I)
- Homeowner Maintained Pond Bank
- Maintenance Access Easement
- CDD Maintained Trail
- CDD Maintained Boardwalk

| Icon Number | Note |
|-------------|---|
| 1 | CDD 2" Irrigation meter #1 |
| 2 | CDD Electric meter #1, 275 Shearwater Pkwy |
| 3 | CDD Electric meter #2, 435 Shearwater Pkwy. (Phase 1 Irrigation Clock here). |
| 4 | Phase 1C, 2" HOA Irrigation meter, 19 Talisa Trail |
| 5 | Townhome dedicated irrigation clock, 21 Seastar Ct. |
| 6 | CDD Electric meter #3, 639 Shearwater Pkwy |
| 7 | CDD 2" Irrigation meter #2 |
| 8 | CDD Electric meter #5, 871 Shearwater Pkwy |
| 9 | CDD Electric meter #4, 121 Kayak Club Way |
| 10 | CDD Amenity Irrigation Clock |
| 11 | CDD Electric meter #6, 256 Kayak Club Way |
| 12 | HOA 2" Irrigation meter |
| 13 | CDD 1" Irrigation meter, 805 Gleneyere Ct. (Dedicated Irrigation clock here) |
| 14 | CDD 1" Irrigation meter 175, Gleneyere Ct. (Dedicated Irrigation clock here) |
| 15 | CDD 2" Irrigation meter, 78 Falls Dr. |
| 16 | CDD Electric meter #7, 79 Falls Dr. (Phase 2 Irrigation clock) |
| 17 | CDD Electric meter #9, 133 Appian Ave |
| 18 | CDD Phase 2C Irrigation clock #1 here |
| 19 | CDD 2" Irrigation meter, 344 Bowney Ave |
| 20 | CDD 1" Irrigation meter, 99 Tilden Ct. (Dedicated Irrigation clock) |
| 21 | CDD Electric meter #11, 43 Ridgewind Dr. |
| 22 | CDD 2" Irrigation meter, 1744 Shearwater Pkwy |
| 23 | CDD Electric meter #10, 1626 Shearwater Pkwy. 2" Irrigation meter here. (Phase 2C Irrigation clock #2 here) |
| 24 | HOA 2" Irrigation meter, 1560 Shearwater Pkwy |
| 25 | CDD Electric meter #8, 158 Dalton Cir. Also 1" potable meter to serve Dog park and Garden |
| 26 | CDD 1" Irrigation meter, 363 Windley Dr. (Dedicated Irrigation clock) |
| 27 | CDD 1" Irrigation meter, 985 Windley Dr. (Dedicated Irrigation clock) |
| 28 | CDD Electric meter #0, 15 Shearwater Pkwy |



PROSSER

December 7, 2020



Service Report

Date: December 15, 2021
Client: Trout Creek CDD

Techs: Justin Powers/ Shayne Wilford

The Fountain Towers in Pond 1 were cleaned. We lightly pressure washed the Towers.

Fountain Towers Before Cleaning:



Fountain Towers After Cleaning:



We noticed the bolts and nuts used on the pillar fountains are rusted and falling apart. The gaskets for the covers on the electrical boxes mounted on the pillar bases are also dry rotted and coming apart. This has occurred on all four pillars in the pond. Below are sample pictures.



**Please contact our office with any further questions or comments.
Charles Aquatics 904-997-0044**

Tab 9

SHEARWATER PREVENTATIVE MAINTENANCE REPORT 01/14/22

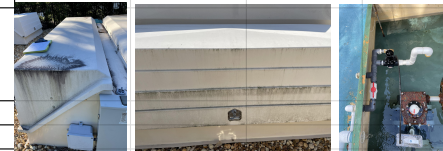
| PAK NUMBER | PERFORMANCE | PHYSICAL | ELECTRICAL | MAINTENANCE |
|------------------------------|-------------|----------|------------|-------------|
| 25600-LAZY RIVER | GOOD | GOOD | GOOD | WATCH |
| 25602-LAP POOL | BAD | GOOD | GOOD | WATCH |
| 25601-FUN POOL | GOOD | GOOD | GOOD | WATCH |
| 25598-NORTH EAST ACCELERATOR | BAD | GOOD | GOOD | GOOD |
| 25651-WEST ACCELERATOR | WATCH | GOOD | GOOD | GOOD |
| 25603-FEATURE PAK | GOOD | GOOD | GOOD | WATCH |
| 25800-LAKE VAULT | GOOD | GOOD | GOOD | GOOD |

NOTES AND RECOMMENDATIONS

| | |
|------------------------------|---|
| 25600-LAZY RIVER | Tank lids need cleaning, discussed with Tony during visit. Flow meter was stuck, cleaned and started working. |
| 25602 - LAP POOL | Leak on pump shaft has gotten much worse and needs to be repaired. The motor is running about 50% hotter than others on day of test. Tank lid jacks need to be replaced. This tank was unlocked on day of inspection, this is a safety risk as this tank is next to the pool deck and accessible by anyone if not locked, I secured it with the lock after inspection. |
| 25601-FUN POOL | Lids need to be cleaned, tank needs new ruck jacks. |
| 25598-NORTH EAST ACCELERATOR | All pumps were off when I arrived, pump 2 and 3 started and ran, still noisy, greased both. Tested sump pump good w/video. Need to replace all 3 pressure gauges. Pump 1 would not start, kept getting OL2 Drive Overloaded and ILIM Cur Lim Foldbak errors on the drive. Wired direct to 90 amp breaker on panel and tested motor. Motor pulling 75 amps and extremely noisy. Running max amps should be 59 or less. Pump motor needs to be replaced and rebuild pump at same time. Accelerator pumps should be left on to ensure recirculation and proper CL/PH balance in river. |
| 25651-WEST ACCELERATOR | Tested sump pump and works w/video. Accelerator pumps should be left on to ensure recirculation and proper CL/PH balance in river. Pump is still noisy and but has not worsened, greased pump motor. |
| 25603-FEATURE PAK | Pack was off when I arrived, started all features and tested good. Recommend leaving the recirculation pump running when Lazy River features are turned off. |
| 25800-LAKE VAULT | All equipment in the Pak is running properly with no leaks. Baskets were clean on this trip, tested sump pump good. |



Recommend cleaning the pack lids to prevent any deterioration and extend the life of the fiberglass. Pump in Lap Pool is leaking worse and is obsolete, will send separate quotes to repair vs replace. Pump motor #1 in NE Accelerator Vault is bad and will need to be replaced and rebuild pump at same time, will send quote to repair. Will also send quote to replace bad lid jacks on Fun Pool tank and Lap Pool tanks.



District Manager

Rizzetta & Company
District Management Report
(Under Separate Cover)

*Discussion Regarding
Reserve Accounts*

BUSINESS ITEMS

Tab 10

DRAFT

RENTAL OF OUTPOST

- The rental of this location is for Trout Creek CDD Residents and guests only.
- The District Facilities' grills must be cleaned after each use.
- Residents must take all trash with them when leaving.
- The rental of District Facilities is available only during normal hours of operation or when pre-approved by Amenity Management.
- If you brought it, take it. If you leave it management is not responsible.
- Take only pictures. Leave only footprints. Please clean up after yourself.
- Secure all doors and turn off lights before leaving.

SHEARWATER LANDING AND KAYAK LAUNCH POLICIES

- All posted rules must be followed.
- Open from Dawn to Dusk.
- Children under the age of fourteen (14) must be accompanied by an adult.
- Be courteous. Do not obstruct the path or space of others on the Pier.
- No swimming, diving, or entering the water from the Landing.
- Do not clean fish on the pier. Do not cut bait on the pier or handrails.
- Be considerate. Properly dispose of all unused bait, fish and trash.
- Alcoholic beverages, glass containers and other breakable items are prohibited,
- Please follow all USCG recommendations and wear approved personal flotation devices when operating a vessel on the waterway.
- No motorized vessels. No unattended vessels. No golf carts allowed. No discharges into the water.
- If you brought it, take it. If you leave it, management is not responsible.
- Use caution. Nature trail is slippery when wet.
- Facilities available for residents to use at their own risk

**Consideration of
CCMC Amendment
to Petty Cash**

Tab 11



QUOTE: 020122-1

Subject: Quote for repairing or replacing the recirculation pump on the Lap Pool.

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

Vak Pak, Inc. provides the following quote:

Property/Location: Shearwater

| | Pump Repair | Pump Replacement |
|--------------|-------------|------------------|
| Parts | \$ 5184.80 | \$ 9958.82 |
| Labor | \$ 1516.37 | \$ 1316.36 |
| Sales Tax | \$ 0.00 | \$ 0.00 |
| Total Costs: | \$ 6701.16 | \$ 11275.18 |

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

Payment is due at time of service.

Sincerely,

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

Quote accepted by: _____

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

www.vakpak.com

Tab 12

EXHIBIT "A"

GUIDELINES FOR SWIM TEAM USAGE 2022

1. All Swim Team usage of District Facilities must be pre-scheduled with the District Manager or his/her on-site management designee at least fifteen (15) days prior to the beginning of practices.
2. Usage of the District facilities is limited to the facilities named in the Agreement and this exhibit ONLY.
3. All Swim Team members must be District Patrons.
4. Swim Team practice equipment (i.e.: kickboards, pull buoys, etc.) shall not be stored at District facilities.
5. Swim Team will install (6) starting blocks on April 18th and remove them on July 20th. Starting blocks will be covered with fitted plastic block covers when not in use during the scheduled practices or meets.
6. The Swim Team will host (3) swim meets during the 2022 season. Swim meets will occupy all six lap lanes and must take place between the hours of 7:00 a.m. to 1:00 p.m. Opposing, non-resident teams will attend (2) of the swim meets and (1) will be virtual (Shearwater Only). Swim meets will take place on the following days, unless otherwise by the District Manager or his/her on-site management designee.
 - a. Saturday, May 21 – Shearwater Only, No Visiting Team (Virtual Meet)
 - b. Saturday, June 18 – St. John's Sting Rays Visiting
 - c. Saturday, June 25 – Durbin Crossing Dolphins Visiting

7. Practice must reflect the following schedule. Any deviation from the schedule outlined below shall be approved in advance by the District Manager or his/her on-site management designee.

a. April 19 – June 07 (During St Johns County School Year)

Tuesday, Wednesday, Thursday and Friday - 5:00 p.m. – 8:00 p.m.

b. June 07 – July 15 (After St Johns County School Year)

Tuesday, Wednesday, Thursday and Saturday- 7:00 a.m. – 10:00 a.m.

8. The Swim Team shall be responsible for straightening chairs that may be used by swimmers or coaches and disposing of trash in poolside trash receptacles.
9. No outside vendors may participate in the Swim Team or utilize District facilities.
10. All swimmers on the Swim Team must be capable of swimming a minimum of twenty-five yards continuously.
11. During Swim Team practice, two lanes shall always remain open for Patron lap and/or recreation swimming.
12. Swim Team roster must be provided to the District at least seven (7) days prior to the first day of commencing swimming practice. The roster must include all coaching staff and volunteers.
13. Proof of insurance must be provided to the District prior to practices beginning.
14. Swim Team contract with the District must be signed prior to practices beginning.
15. Swim Team is responsible for and must ensure that, prior to registration and/or payment with the Swim Team, each prospective Swim Team member demonstrates proof of residency. Additionally, it shall be the responsibility of the Swim Team to ensure that all Swim Team members check in with their Patron Identification prior to entering the pool area and are covered by the Swim Team's insurance policy.
16. Swim Team agrees that any and all advertisements naming the District or its facilities, including any derivation of such facilities, shall include the following statement in legible font: "This is not a TCCDD endorsed activity."
17. The Swim Team is required to have a person certified in CPR/AED on deck, supervising the Swim Team swimmers, always during Swim Team practices and meets.

**AGREEMENT BETWEEN THE TROUT CREEK COMMUNITY DEVELOPMENT
DISTRICT AND SHEARWATER SHARKES SWIM TEAM FOR USE OF THE
AQUATIC FACILITIES**

THIS AGREEMENT is made and entered into as of this 12 day of April, 2021,
by and between:

Trout Creek Community Development District, a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes whose mailing address is 2806 North Fifth Street, Unit 403, St. Augustine, Florida 32084 (hereinafter "District") and

Shearwater Sharks Swim Team, Inc., a Florida non-profit corporation, whose mailing address is 365 Beale Avenue, St. Augustine, FL. 32092 (hereinafter "Swim Team").

RECITALS

WHEREAS, the District has constructed certain recreational improvements including an Amenity Center with associated aquatic facilities ("Aquatic Facilities"); and

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

WHEREAS, the Swim Team desires to enter into an agreement with the District to provide for use of the Aquatic Facilities; and

WHEREAS, the District is willing to allow the Swim Team and its coaches to make use of the District's Aquatic Facilities for practice provided that such use does not impede the District's operation of the Aquatics Facilities as a public improvement, and provided that the Swim Team complies with the provisions set forth herein, including but not limited to the special provisions for usage during the COVID-19 pandemic.

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

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

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

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

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

2. **TERM.** This Agreement shall commence upon the 12 day of April, 2021, and shall terminate on July 31, 2021 unless cancelled earlier in accordance with Section 12 below. However, the covenants and obligations of Swim Team contained herein shall survive termination for acts and omissions which occurred during the effective term of this Agreement. The District or Contractor may terminate this agreement for any reason whatsoever upon the giving of thirty (30) calendar days written notice to the other.

3. **USAGE BY SWIM TEAM.**

A. **USAGE, GENERALLY.** The Swim Team may use the Aquatic Facilities for practices and virtual swim meets. There shall be no non-resident participation during practice or virtual swim meets during the 2021 season. The Swim Team's practice schedule shall be coordinated with the District, through its Designee, at all times. The Swim Team agrees that such use shall be in conjunction with the use of the recreation center facilities by other Patrons of the District and Swim Team's use shall not interfere with the operation of the recreation center facilities as a public improvement. Swim Team agrees that all use of the District's facilities shall be subject to the policies and regulations of the District, including but not limited to, the Guidelines for Swim Team Usage which are incorporated herein and attached as **Exhibit "A."** Swim Team further agrees that the District shall have the right to take such actions as are necessary to preserve the health, safety and welfare of its residents, landowners, lands and facilities. The District and Swim Team agree that in consideration of the Swim Team's acceptance of the covenants and obligations contained in this Agreement, the persons identified as coaches by Swim Team may participate on the Swim Team and make use of the District's Aquatic Facilities only during Swim Team practices and meets, regardless of the coach's status as a paid user of the facilities. The Swim Team shall provide to the District a complete roster of swimmers on the Swim Team at least seven (7) days prior to commencing swimming practices and/or virtual meets. The license granted herein only includes use of the pool decks and pool facilities and designated restrooms in case of emergencies.

B. **USAGE DURING THE COVID-19 PANDEMIC.** Effective immediately and until the conclusion of the COVID-19 pandemic, the Swim Team must implement the following measures:

a. The Swim Team is responsible for enforcing social distancing among its participants, consistent with all federal, state, and local recommendations and/or requirements, guidelines, and best practices, including but not limited to those promulgated by the State of Florida through executive orders or otherwise, by the Center for Disease Control and Prevention, and by USA Swimming, Inc., the latter of which are available at the following link:

<https://www.usaswimming.org/docs/default-source/coronavirus-resources---updated/facilityreopeningv3.pdf>

b. The Swim Team shall make the following considerations to comply with the aforementioned guidelines and requirements, as depicted in Exhibit "C". If participants

are unable to comply with the guidelines, Swim Team shall limit swimmers per lane to that required for compliance with stated regulations, which may change from time to time.

- i. Follow directions social distancing from others.
 - ii. Do not make physical contact with others.
 - iii. Avoid touching your face.
 - iv. Avoid sharing food, drinks, or towels.
 - v. Wear your suit to and from practice.
- c. All individuals associated with the Swim Team must submit a waiver in substantially the form attached hereto as **Exhibit "D"** before accessing the District's Aquatic Facilities. Allowing use without an executed waiver is grounds for termination of this Agreement. This waiver is in addition to any other waivers required by the Swim Team or the District.
- d. Before allowing any individual to access the District's Aquatic Facilities or other facilities, the Swim Team shall ask the following screening questions, and if the answer to any is "yes," prevent that individual from accessing the Aquatic Facilities or other facilities:
- i. Do you have or have you had in the past 48 hours a cough, shortness of breath, fever (100.4+), chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss/change in taste/smell or diarrhea?
 - ii. Have you been in close contact (within 6 ft. for at least 5 minutes) with anyone with the COVID-19 symptoms?
 - iii. Have you been exposed to anyone who tested positive for COVID-19 in the past 14 days?
 - iv. Have you been exposed to anyone who is currently waiting for COVID-19 test results?
 - v. Have you traveled internationally or been on a cruise during the past 14 days?
 - vi. Have you traveled to an out-of-state hotspot or to an in-state hotspot during the past 14 days?
- e. In the event that any individual associated with the Swim Team who has used the District's Aquatic Facilities or other facilities tests positive for COVID-19, the Swim Team shall immediately notify the District and cease all use of the Aquatic Facilities or other facilities until the District notifies the Swim Team that use may resume.
- f. Swimmers shall show up changed and ready to swim and may not change at the District's facilities. Use granted herein is limited to the pool deck and pool and no use of locker room facilities is permitted. Swimmers shall bring their own equipment and not use shared equipment.

4. **SCHEDULING.** Swim Team shall coordinate services directly with the District Manager or his/her on-site management designee. This Agreement does not grant Swim Team exclusive use of the facilities or any part thereof. Swim Team shall schedule all practices and swim meets in advance

pursuant to the means and methods set forth by the District Manager and his/her on-site management designee, who shall have final and absolute discretion with respect to matters related to scheduling.

5. **COMPENSATION.** Swim Team shall be entitled to charge and collect a fee directly from Patrons participating in in the program. Swim Team shall be entitled to remit ten percent (10%) of coaching instruction fees to the District for use of the Facilities.
6. **FDLE CRIMINAL BACKGROUND CHECKS.** Swim Team shall require a Florida Department of Law Enforcement criminal background check for all Swim Team coaching staff prior to using the District's facilities. Swim Team shall be solely responsible for any costs associated with conducting and providing such criminal background check. Should any report reveal any criminal history that would endanger the health, safety and welfare of the District and its residents, such individual shall not enter the District facilities pursuant to this Agreement. Furthermore, Swim Team hereby agrees to adhere to the Youth Program Safety Guidelines attached hereto as **Exhibit "B"** and incorporated herein by this reference.
7. **CARE OF THE PROPERTY.** Swim Team agrees to use all due care to protect the property of the District, its residents and landowners from damage, and to require any meet participants invited to the District's recreation center facilities to do the same. Swim Team agrees that it shall assume responsibility for any and all damage to the District's facilities or lands as a result of Swim Team's use under this Agreement other than damage which may be attributable to ordinary wear and tear as determined by the District. In the event that any damage to the District's facilities or lands occurs, the District shall notify Swim Team of such damage. Swim Team agrees that the District may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as is necessary to preserve the health, safety and welfare of the District's lands, facilities, residents and landowners. Swim Team agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Section.
8. **SALES AND ADVERTISEMENTS.** Swim Team agrees that while on the District's property, it will abide by and sales will be consistent with **Exhibit "A"**, "Guidelines for Swim Team Usage". Furthermore, any and all advertisements naming the District or its facilities, including any derivation of such facilities, shall include the following statement in legible font: "This is not a TCCDD endorsed activity."
9. **ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance. Notwithstanding this, the Swim Team's right to recover damages from the District on any and all claims of any type shall be limited in all instances to no more than Five Hundred Dollars (\$500).
10. **INDEMNIFICATION AND INSURANCE.** Swim Team agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the use of the District's facilities and lands by Swim Team and its guests, including litigation or any appellate proceedings with respect thereto, and specifically including but not limited to claims arising out of or connected to alleged or actual exposure to the COVID-19 virus. In the event legal representation or defense is provided pursuant this

Agreement, the Swim Team shall be responsible for all costs and fees associated with such representation, however, the District shall be entitled to direct the defense and settle or compromise the action or claim. Swim Team agrees that nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute. Swim Team agrees and covenants to provide liability insurance in an amount acceptable to the District Manager in the District Manager's sole discretion, and shall provide evidence of such insurance in the form of an insurance certificate naming the District and its supervisors, staff and employees as certificate holders and additional insureds, at least thirty (30) days prior to commencing use of the District's facilities under this Agreement. Additionally, Swim Team agrees that its policy may not be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District.

11. **RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.
12. **CANCELLATION.** Both Parties shall have the right to cancel this Agreement at any time without cause. However, the covenants and obligations of Swim Team contained in sections 3, 4, 6, 7, 8, & 9 shall survive cancellation for acts and omissions which occurred during the effective term of the agreement.
13. **ENTIRE AGREEMENT.** This instrument, together with the attached **Exhibit "A"**, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. This Agreement shall supersede all other previous agreements related to the terms and conditions of this Agreement.
14. **AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both Parties hereto.
15. **ASSIGNMENT.** Neither the District nor the Swim Team may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other. Any attempted assignment without such written approval shall be void.
16. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in St. Johns County, Florida.
17. **NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight delivery service or First-Class Mail, postage prepaid, to the Parties, as follows:

A. If to Swim Team: Shearwater Sharks Swim Team, Inc.
365 Beale Avenue
St, Augustine, FL. 32092

B. If to District: Trout Creek Community Development District
2806 North 5th Street Unit 403
St. Augustine, FL. 32084
Attn: District Manager

C. With a Copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

18. **PUBLIC RECORDS.** Swim Team understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law and the District's Records Retention Policy.

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

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

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

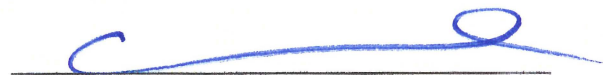
**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:



Michael McCollum

[Print Name of Witness]



Chairperson, Board of Supervisors

ATTEST:



Dylan Reed

[Print Name of Witness]

SHEARWATER SHARKS SWIM TEAM



James Hale, President

Exhibit A: Guidelines for Swim Team Usage
Exhibit B: Youth Program Safety Guidelines
Exhibit C: Lap Lane Social Distancing Guide
Exhibit D: Form of Waiver

EXHIBIT “A”

GUIDELINES FOR SWIM TEAM USAGE 2021

1. All Swim Team usage of District Facilities must be pre-scheduled with the District Manager or his/her on-site management designee at least fifteen (15) days prior to the beginning of practices.
2. Usage of the District facilities is limited to the facilities named in the Agreement and this exhibit ONLY.
3. All Swim Team members must be District Patrons.
4. Swim Team is responsible for ensuring that Swim Team members abide by all facility rules and policies, including but not limited to COVID-19 sanitation, social distancing and other requirements.
5. Swim Team practice equipment (i.e.: kickboards, pull buoys, etc.) shall not be stored at District facilities.
6. Swim meets shall remain virtual for 2021. Virtual meets will occupy all six lap lanes and must take place between the hours of 7:00 a.m. to 11:00 a.m. Opposing, non-resident teams will not attend virtual swim meets. Virtual swim meets will take place on the following days, unless otherwise by the District Manager or his/her on-site management designee.
 - A. Saturday, June 5
 - B. Saturday, June 19
 - C. Saturday, July 10
7. Practice must reflect the following schedule. Any deviation from the schedule outlined below shall be approved in advance by the District Manager or his/her on-site management designee.
 - A. April 15 – June 10
Tuesday, Wednesday, and Thursday
5:00 p.m. – 8:00 p.m.
 - B. June 10 – July 29
Tuesday, Wednesday, and Thursday
7:00 a.m. – 10:00 a.m.

*Alternative practice offered from 6:00 p.m. – 7:00 p.m
8. The Swim Team shall be responsible for sanitizing and straightening chairs that may be used by swimmers or coaches and disposing of trash in poolside trash receptacles.
9. No outside vendors may be participate in the Swim Team or utilize District facilities.

10. All swimmers on the Swim Team must be capable of swimming a minimum of twenty-five yards continuously.
11. During Swim Team practice, two lanes shall remain open at all times for Patron lap and/or recreation swimming. Other restrictions may apply during the COVID-19 public health emergency, or as otherwise required by the District.
12. Swim Team roster must be provided to the District at least seven (7) days prior to the first day of commencing swimming practice. The roster must include all coaching staff and volunteers.
13. Proof of insurance must be provided to the District prior to practices beginning.
14. Swim Team contract with the District must be signed prior to practices beginning.
15. Swim Team is responsible for and must ensure that, prior to registration and/or payment with the Swim Team, each prospective Swim Team member demonstrates proof of residency. Additionally, it shall be the responsibility of the Swim Team to ensure that all Swim Team members check in with their Patron Identification prior to entering the pool area and are covered by the Swim Team's insurance policy. Swim Team shall further be responsible for clear and concise communication to parents and swimmers about COVID-19 requirements and practice adherence at all times.
16. Swim Team agrees that any and all advertisements naming the District or its facilities, including any derivation of such facilities, shall include the following statement in legible font:
"This is not a TCCDD endorsed activity."
17. The Swim Team is required to have a person certified in CPR/AED on deck, supervising the Swim Team swimmers, at all times during Swim Team practices and meets.

EXHIBIT "B"

YOUTH PROGRAM SAFETY GUIDELINES

Introduction

To help protect minors, the Trout Creek Community Development District has developed the following list of guidelines. It is important that Swim Team's paid staff, volunteers, parents and athletes understand and be educated on these guidelines and, to the extent practical, abide by these guidelines.

Purpose

These procedures are designed to reduce the risk of child sexual abuse in order to:

- Provide a safe and secure environment for children, youth, adults, members, volunteers, visitors, and Swim Team and its paid staff.
- Satisfy the concerns of parents and staff members with a screening process for Swim Team staff and volunteers overseeing youth programs at the District.
- Provide a system to respond to alleged victims of sexual abuse and their families, as well as the alleged perpetrator.
- Reduce the possibility of false accusations of sexual abuse made against Swim Team, its paid staff, and volunteers.

Protection and Prevention

Volunteer and Employee Screening Procedures:

Screening procedures are to be used with paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. These may include an employment and volunteer application requiring submittal of personal references and criminal history information. References should be checked. Criminal background checks shall be conducted on all paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. All criminal background checks will be updated periodically. This does not apply to occasional meet or event volunteers (timers, runners, marshals, etc.) who have only limited contact with athletes.

Supervision Procedures

Unless an extenuating situation exists, Swim Team:

- Will have adequate number of screened and trained paid staff or volunteers present at practices and events involving minors. Supervision will increase in proportion to the risk of the activity.
- Will monitor facilities during activities involving minors.
- Will endeavor to release minors (here, minors is defined as children ages 15 and younger) only to a parent, guardian, or provided list of emergency contacts consented to in writing by

parent/guardian.

- Will obtain written parental permission, including a signed medical treatment form and emergency contacts, before taking minors on trips and should provide information regarding the trip.
- Will use two screened staff or volunteers when transporting minors in vehicles unless the parent(s)/guardian(s) sign a waiver allowing for a single screened staff or volunteer to transport his/her minor.
- Minors under five should be accompanied to the restroom and the paid staff or volunteer wait outside the facility to escort the child back to the activity. Whenever possible, the escort will be the same sex as the child.
- Provide periodic monitoring of restroom facilities and encourage minors to report any inappropriate behavior they may hear or witness to paid staff or volunteer.
- Will encourage minors to use a "buddy system" whenever minors go on trips off of District property.
- Will screen all paid staff and volunteers and approve those individuals in advance for any overnight activities that include oversight and control of minors.
- Will designate a "confidential counselor" to whom any minor can go at any time, without special permission, to discuss any problems he or she is having.

Behavioral Guidelines for Paid Staff and Volunteer

All volunteers and paid staff will observe the following guidelines:

- Do not provide alcoholic beverages, tobacco, drugs, contraband, or anything that is prohibited by law to minors.
- Whenever possible, at least two unrelated paid staff or volunteers will be in the room when minors are present. Doors will be left fully open if one adult needs to leave the room temporarily and during arrival to the practice or event before both adults are present. Speaking to a minor or minors one-on-one should be done in public settings where staff or volunteers are in sight.
- Avoid all inappropriate touching with minors. All touching shall be based on the needs of the individual being touched, not on the needs of the volunteer or paid staff. In the event a minor initiates physical contact and/or inappropriate touching, it is appropriate to inform the minor that such touching is inappropriate.
- Never engage in physical discipline of a minor. Volunteers and paid staff shall not abuse minors in any way, including but not limited to physical abuse, verbal/mental abuse, emotional abuse, and sexual abuse of any kind.


- If you recognize an inappropriate relationship developing between a minor and adult, report such suspicions immediately to the confidential counselor or other with supervisory authority.
- Maintain clear professional boundaries with all minors and if you feel uncomfortable, refer the minor to another individual with supervisory authority.
- If one-on-one coaching or instruction is necessary, avoid meeting in isolated environments.
- Anyone who observes abuse of a minor will take appropriate steps to immediately intervene and provide assistance. Report any inappropriate conduct to the proper authorities and to the District, through its counsel, immediately.
- Provide clear expectations of behavior for both adult-athlete and athlete-athlete interactions for the protection of all persons involved.
- Use of audio or visual recording devices, including a cell phone camera, is not allowed in restrooms or changing areas.

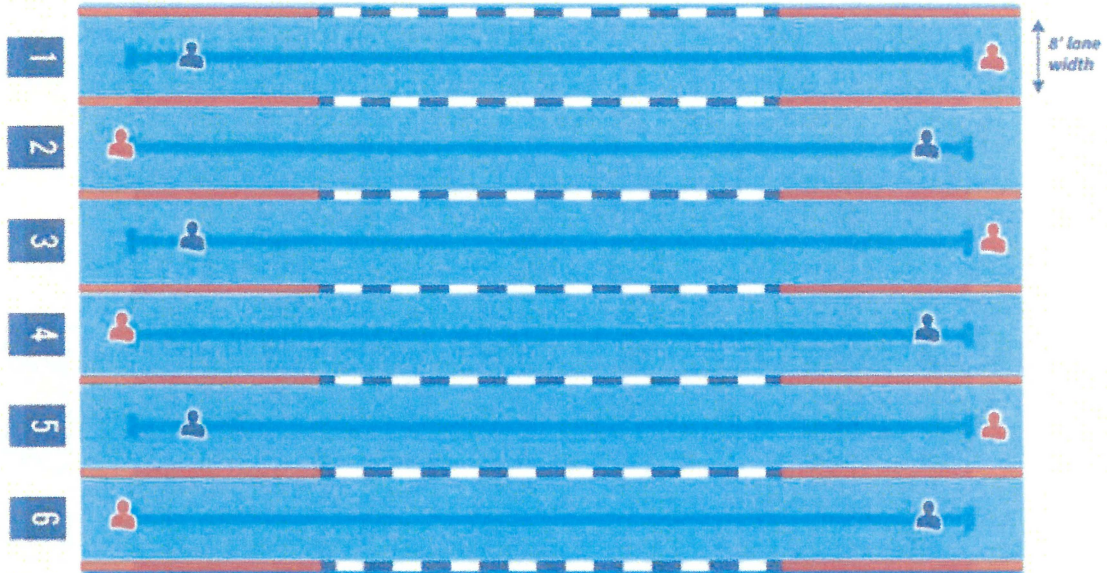
Disqualification

No person may be entrusted with the care and supervision of minors or may directly oversee and/or exert control or oversight over minors who has been convicted of the offenses outlined below, been on a probated sentence or received deferred adjudication for any offense outlined below, or has presently pending any criminal charges for any offense outlined below until a determination of guilt or innocence has been made, including any person who is presently on deferred adjudication. The following offenses disqualify a person from care, supervision, control, or oversight of minors:

- Any offense against minors as defined by state law.
- A misdemeanor or felony offense as defined by state law that is classified as sexual assault, indecency with a minor or adult, assault of a minor or adult, injury to a minor or adult, abandoning or endangering a minor, sexual performance with a minor or adult, possession or promoting child pornography, enticing a minor, bigamy, incest, drug-related offenses, or family violence.
- A prior criminal history of an offense against minors.

EXHIBIT "C"
LAP LANE SOCIAL DISTANCING EXAMPLE

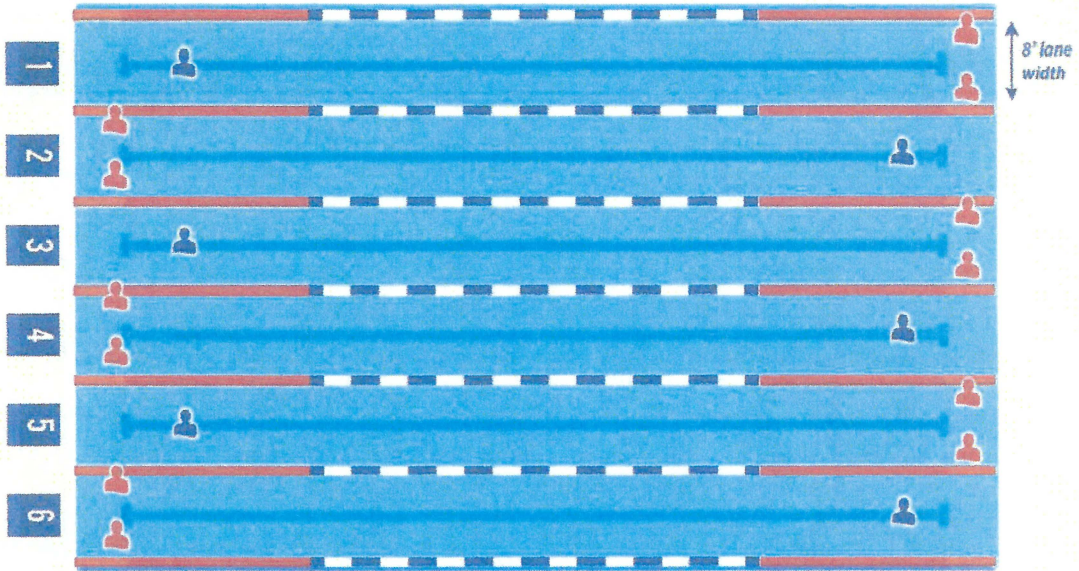
USA  SOCIAL DISTANCING PRACTICE LAYOUT
25-YARD, 6-LANE POOL



12 SWIMMERS



SOCIAL DISTANCING PRACTICE LAYOUT 25-YARD, 6-LANE POOL



18 SWIMMERS



SOCIAL DISTANCING PRACTICE LAYOUT

25-YARD, ON-DECK, SIT DOWN SLIDE SETS IN CIRCLES

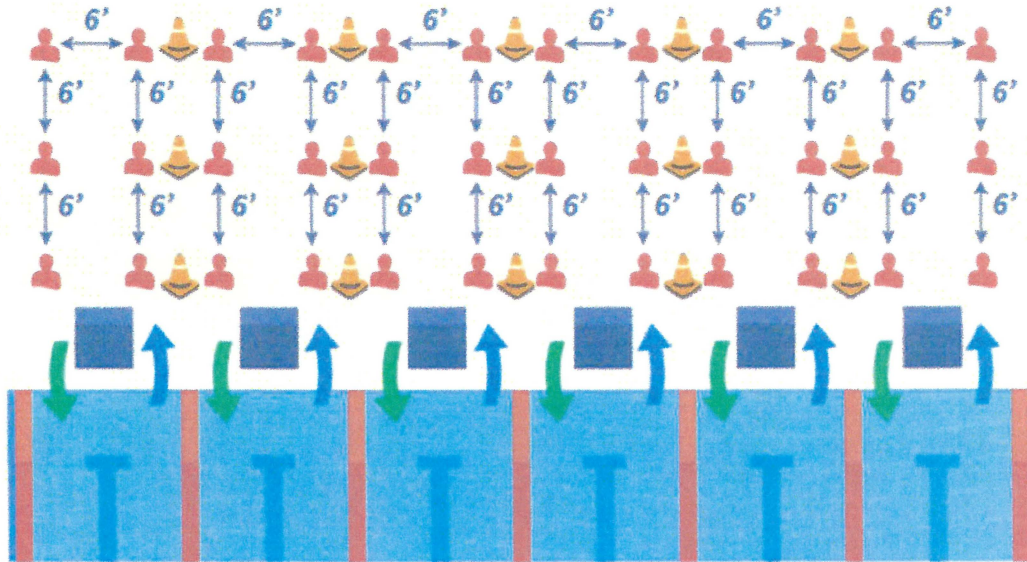
Swimmers maintain 6 feet apart. Mark deck with 2-inch wide colored duct tape.

End of set climb out and go to assigned spot.

Use cones or other barriers to help with separation - deck needs to be wide enough to accommodate 6' of social distance.

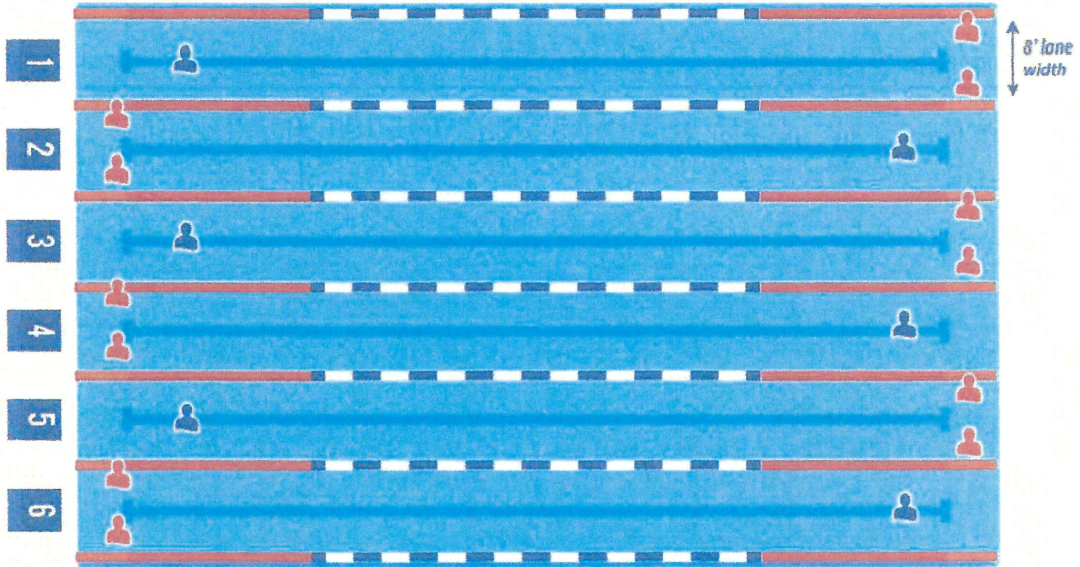
Sit down/slide in to enter water.

The more "eyes" on deck the better.





SOCIAL DISTANCING PRACTICE LAYOUT 25-YARD, 6-LANE POOL



18 SWIMMERS

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

As a condition of the use of the District Facilities ("Activity or Activities") as defined by the Rules, Policies & Rates for Usage for All District Facilities adopted by the Trout Creek Community Development District ("District"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates. I further recognize and assume the risk that while the District has implemented sanitation procedures, the virus may remain on surfaces for days, sanitation procedures do not guarantee in anyway the virus is not present, and other individuals present within the premises may be COVID+ and I accept the inherent risks associated therewith by entering the premises or engaging in the Activities.

2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.

3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my presence in and on the premises and/or participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) the TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT, RIZZETTA & CO., INC., CAPITAL CONSULTANTS MANAGEMENT CORPORATION, INC., WFC ASHFORD MILLS OWNERS VII, LLC, FREEHOLD COMMUNITIES, their owners, officers, directors, professional staff, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.

4. I shall hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury alleged to have occurred on the premises or arising out of the Activities.

5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of FLORIDA.

I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO THE AUTHORIZATION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

NAME(S): _____

NAMES OF MINOR CHILD(REN):



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/11/2021

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

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

| | | |
|--|---|--------------------------------------|
| PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804 | CONTACT NAME: Mass Merchandising Underwriting | |
| | PHONE (A/C, No, Ext): 1-800-426-2889 | FAX (A/C, No): 1-260-459-5105 |
| E-MAIL ADDRESS: info@sportsinsurance-kk.com | | |
| PRODUCER CUSTOMER ID: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED St Johns Summer Swim League 1086 Garrison Drive Saint Augustine, FL 32092 A Member of the Sports, Leisure & Entertainment RPG | INSURER A: Nationwide Mutual Insurance Company | 23787 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

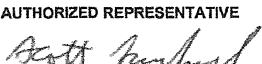
COVERAGES **CERTIFICATE NUMBER:** W01928064 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--------------------|---------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | X | | 6BRPG0000007258600 | 06/07/2020 5:28 PM EDT | 06/07/2021 12:01 AM | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000 |
| A | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NOT PROVIDED WHILE IN HAWAII <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 6BRPG0000007258600 | 06/07/2020 5:28 PM EDT | 06/07/2021 12:01 AM | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | EACH OCCURRENCE AGGREGATE |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT |
| A | MEDICAL PAYMENTS FOR PARTICIPANTS | | | 6BRPG0000007258600 | 06/07/2020 5:28 PM EDT | 06/07/2021 12:01 AM | PRIMARY MEDICAL EXCESS MEDICAL \$100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Legal Liability to Participants (LLP) limit is a per occurrence limit.
Sport(s): Swimming Age(s): 12 and under, 13-15, 16-19
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

| | |
|--|---|
| CERTIFICATE HOLDER Trout Creek Community Development District 2806 North 5th Street, Ste 403 St. Augustine, FL 32084 (Owner/Lessor of Premises) | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| <p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>Trout Creek Community Development District 2806 North 5th Street, Ste 403 St. Augustine, FL 32084</p> <p>Named Insured: St Johns Summer Swim League</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |
|--|

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**Consideration of Staff
Spending and
Debit Card Policy**

**AUDIENCE COMMENTS
AND SUPERVISOR
REQUESTS**

ADJOURNMENT