



Rizzetta & Company

# Trout Creek Community Development District

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**Board of Supervisors' Meeting  
March 15, 2023**

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

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

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

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

<b>Board of Supervisors</b>	Mike McCollum Vincent Sajkowski Frank Murphy Ryan Stone Clint Wright	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Melissa Dobbins	Rizzetta & Company, Inc.
<b>District Counsel</b>	Katie Buchanan	Kutak Rock LLP
<b>District Engineer</b>	Brad Davis Matt Melchiori	Prosser Inc.

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

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

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

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

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

**Board of Supervisors  
Trout Creek Community  
Development District**

**March 8, 2023**

## **AGENDA**

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **March 15, 2023 at 3:00 p.m.** located at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092. The following is the agenda for the 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' Meeting held on February 15, 2023 ..... Tab 1
  - B. Ratification of the Operation and Maintenance Expenditures for January 2023 ..... Tab 2
- 4. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
    1. Update on Tree Agreement ..... Tab 3
    2. Update on Roadway Evaluation
  - C. Construction Administrator
  - D. Landscape Manager
    1. VerdeGo Report ..... Tab 4
      - i. Consideration of Renewal
    2. Prestige Report ..... Tab 5
  - E. Community Director ..... Tab 6
    1. Review of Resident Club and Interest Groups Policies
    2. Charles Aquatics Service Report
  - F. District Manager
- 5. BUSINESS ITEMS – PART A**
  - A. Consideration of Marquee Sign Proposal ..... Tab 7
  - B. Consideration of Seat Cushions Quotes ..... Tab 8
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. BUSINESS ITEMS – PART B**
  - A. Discussion Regarding Security Options (Per FL Statutes 119.071(3)(a) and 281.301, this portion will be closed to the public.)
- 8. ADJOURNMENT**

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

Yours kindly,  
*Melissa Dobbins*  
Melissa Dobbins

# **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 **regular** meeting of the Board of Supervisors of Trout Creek Community Development District was held on **February 15, 2023, at 3:00 p.m.** at The Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

Present and constituting a quorum:

Mike McCollum	<b>Board Supervisor, Chairman</b>
Vincent Sajkowski	<b>Board Supervisor, Vice Chairman</b>
Clint Wright	<b>Board Supervisor, Assistant Secretary</b>
Frank Murphy	<b>Board Supervisor, Assistant Secretary</b>
Ryan Stone	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Co., Inc.</b>
Carol Brown	<b>District Manager, Rizzetta &amp; Co., Inc.</b>
Katie Buchanan	<b>District Counsel, Kutak Rock, LLP</b>
Matt Melchiori	<b>District Engineer, Prosser Inc. <i>(via speakerphone)</i></b>
Barry Jeskewich	<b>Community Director, CCMC</b>
Wanda Gartman	<b>Assistant Community Director, CCMC</b>
Michelle Sharp	<b>Lifestyle Director, CCMC</b>
Jenna Perkins	<b>Community Operations, CCMC <i>(via speakerphone)</i></b>
Scott Settlemares	<b>VerdeGo Landscape</b>
Billy Genovese	<b>VerdeGo Landscape</b>

Members of the public present.

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Gallagher called the meeting to order at 3:03 p.m.

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**SECOND ORDER OF BUSINESS**

On a motion by Mr. Wright, seconded by Mr. Stone, with all in favor, the Board moved to agenda item 5A – Presentation by Swim Team Regarding Usage of Facility for 2023 Season, for Trout Creek Community Development District.

**THIRD ORDER OF BUSINESS**

**Presentation by Swim Team  
Regarding Usage of Facility for  
2023 Season**

Mr. Hale thanked the Board for their previous support and reviewed the presented changes in the agreement. Discussion ensued. The Board opened the floor to the audience for comments. Comments included support for requested agreement changes, meet/practice schedule, parking enforcement, start and end times, Friday evening Food Trucks, exclusive use of pavilion, past shuttle use, staff treatment, booth set-up, revenue to District and swim blocks. The Board moved into supervisor discussion and discussed the terms of the agreement.

On a motion by Mr. Stone, seconded by Mr. McCollum, with all in favor, the Board approved the Shearwater Swim Team agreement, as amended, and authorized the Chairman to execute, for Trout Creek Community Development District.

*The Board moved back to agenda item 2 – Audience Comments*

**FOURTH ORDER OF BUSINESS**

**Audience Comments Agenda  
Items**

The audience members had comments regarding Rules of Procedure and a resident thanked Mr. Jeskewich and staff for handling the fitness center.

*Mr. Stone left the meeting at 5:50 pm.*

**FIFTH ORDER OF BUSINESS**

**Consideration of the Minutes of  
the Board of Supervisors'  
Meeting held January 18, 2023**

On a motion by Mr. Murphy, seconded by Mr. McCollum, with all in favor, the Board approved the minutes of the Board of Supervisors' Meeting held January 18, 2023, for Trout Creek Community Development District.

**SIXTH ORDER OF BUSINESS**

**Ratification of Operation and  
Maintenance Expenditures for  
December 2022**

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On a motion by Mr. Murphy, seconded by Mr. Sajkowski, with all in favor, the Board ratified the Operation and Maintenance Expenditures for December 2022 in the amount of \$156,433.08, for Trout Creek Community Development District.

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**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

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A. District Counsel

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Ms. Buchanan noted that the District Engineer was no longer present. She updated the Board that no further movement has occurred with the tree remediation agreement and that the schedule was presented, however, remains unsigned. Ms. Buchanan recommended Mr. Murphy to follow up with the vendor. Mr. Murphy asked the Board to explore new arborist options. Discussion ensued.

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Ms. Buchanan recommended tabling the re-surfacing report for when the District Engineer is present.

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B. District Engineer

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Mr. Wright requested copy of the reserve study it was confirmed the mold mediation inspection report was on the District's website.

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1. Update on Tree Remediation

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Ms. Buchanan provided an update under her report.

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C. Construction Administrator

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Mr. McCollum had no report, however, was available to take questions from the Board.

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Mr. Wright expressed concerns over landscape damage caused by construction vehicles. Mr. Wright also requested staff to review landscape deficiencies before the warranty expires. Discussion ensued.

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D. Landscape Manager

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1. VerdeGo Landscape Report

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Ms. Buchanan updated the Board that the VerdeGo Landscape agreements terms had differed from what was approved to what was executed in the agreement. Mr. Genovese informed the Board that VerdeGo would hold their current pricing until October 1, 2024.

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Discussion ensued and Board will need to review further at the next meeting.

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*VerdeGo staff were excused at 6:18 pm.*

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2. Prestige Landscape Report

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The Board reviewed the report under Tab 4. Prestige staff were not present to take any questions from the Board.

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- 132 E. Community Director  
133 1. Charles Aquatics Service Report  
134 Report provided under tab 6.  
135  
136 2. Consideration of Suspension Privileges  
137 Ms. Buchanan provided the Board with a summary of the recent  
138 suspension. The resident was provided an opportunity to address the  
139 Board and the Board was given an opportunity to ask questions.  
140 Discussion ensued.  
141

On a motion by Mr. Sajkowski, seconded by Mr. Wright, with all in favor, the Board approved a seven-day suspension of privileges effective on the date of the initial letter, for Trout Creek Community Development District.

- 142 F. District Manager  
143 Ms. Brown informed the Board of a recent OSHA complaint. Ms. Buchanan  
144 provided additional information. An OSHA representative provided a list of  
145 tasks and the District has been proactive in rectifying them.  
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148 **EIGHTH ORDER OF BUSINESS**

**Consideration of Election Day  
Polling Location Request**

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150 On a motion by Mr. McCollum, seconded by Mr. Sajkowski, with all in favor, the Board approved the St. Johns County Supervisor of Election Polling Location Request, for Trout Creek Community Development District.

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152 **NINTH ORDER OF BUSINESS**

**Consideration of Marquee Sign  
Proposal**

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154 This item was tabled.  
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157 **TENTH ORDER OF BUSINESS**

**Consideration of Seat Cushion  
Quotes**

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159 This item was tabled.  
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162 **ELEVENTH ORDER OF BUSINESS**

**Consideration of Vesta  
Proposal for Additional  
Lifeguard Hours**

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165 On a motion by Mr. Wright, seconded by Mr. McCollum, with all in favor, the Board approved the Vesta proposal for additional lifeguard hours at a fee of \$9,378.00, for Trout Creek Community Development District.

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167 **TWELFTH ORDER OF BUSINESS**

**Audience Comments and  
Supervisor Requests**  
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**Audience Comments:**

Audience members commented on the suspension hearing, entrances, construction vehicles, quantity of townhomes and single family homes, and staff to increase communication.

**Supervisor Requests:**

Mr. Wright expressed interest in adding amenities such as basketball court and horseshoe pits.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Sajkowski, seconded by Mr. McCollum, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 7:16 PM, for Trout Creek Community Development District.

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Secretary /Assistant Secretary

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Chairman / Vice Chairman

DRAFT

## **Tab 2**

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

## **Operation and Maintenance Expenditures Presented For Board Approval January 2023**

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2023 through January 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:        **\$171,293.22**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Art-Z-Faces, Inc.	100220	ArtZFaces121522	Face Painters Winter Fest 12/18/22	\$ 1,800.00
AT&T	202301-4	904 230-0054 001 0562 12/22 Autopay 324	Cable & Internet Services 12/22	\$ 537.16
AT&T	202301-2	151561791 12/22 Autopay 324	Internet Services 12/22	\$ 14.94
AT&T	202301-3	299942543 12/22 Autopay 324	TV & Internet Services 12/22	\$ 14.94
AT&T	202301-5	323382736 01/23 Autopay 324	TV & Internet Services 01/23	\$ 142.23
AT&T	202301-6	324079257 01/23 Autopay 324	Phone & Internet Services 01/23	\$ 169.22
AT&T	202201-1	324079257 12/22 Autopay 324	Phone & Internet Services 12/22	\$ 272.44
Bradley Cohen	100221	Cohen011023	Band for Mardi Gras Even 02/23	\$ 999.99
CCMC	100233	TCD-12012022	Management Fee & Payroll 11/22 - 12/22	\$ 16,328.12
Charles Aquatics, Inc.	100187	46871	Pond Maintenance 12/22	\$ 1,561.00
Charles Aquatics, Inc.	100187	46940	Fountain Maintenance 12/22	\$ 400.00
Charles Aquatics, Inc.	100234	47103	Pond Maintenance 01/23	\$ 1,561.00
Colden Company, Inc.	100188	16201	Service Call 11/22	\$ 396.69

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Colden Company, Inc.	100230	16282	Voice & Phone Services 12/22	\$ 959.07
Colden Company, Inc.	100230	16363	Service Call 12/22	\$ 250.00
Dante M Smalls	100189	Smalls122022	Pictures With Santa 12/22	\$ 500.00
Dante M Smalls	100211	Smalls 122822	Bartender for Mardi Gras Party 02/23	\$ 350.00
Deputy Services	100231	SJSO23CAD016645	Deputy Services 01/23	\$ 165.00
Deputy Services	100224	SJSO23CAD010763	Deputy Services 01/23	\$ 165.00
Deputy Services	100217	SJSO23CAD005633	Deputy Services 01/23	\$ 165.00
Deputy Services	100206	SJSO22CAD246704	Deputy Services 11/22	\$ 330.00
Deputy Services	100205	SJSO22CAD269388	Deputy Services 12/22	\$ 165.00
Deputy Services	100207	SJSO22CAD285094	Deputy Services 12/22	\$ 165.00
Deputy Services	100218	SJSO22CAD290028	Deputy Services 12/22	\$ 165.00
Deputy Services	100232	SJSO23CAD017407	Deputy Services 01/23	\$ 165.00
Deputy Services	100191	SJSO22CAD279718	Deputy Services 12/22	\$ 165.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
First Coast Franchising - Jani-King	100235	JAK01230396	Janitorial Services 1/23	\$ 4,839.75
First Coast Franchising - Jani-King	100190	JAK12220401	Janitorial Services 12/22	\$ 4,839.75
Florida Department of Revenue	100216	65-8017062725-9 Sales & Use Tax 12/22	Sales & Use Tax 12/22	\$ 109.06
Florida Power & Light Company	202301-8	03602-11429 12/22 Autopay 324	Electric Services 12/22	\$ 30.08
Florida Power & Light Company	202301-9	49571-83074 11/22 98411-59305 12/22	Electric Services 11/22	\$ 91.24
Florida Power & Light Company	202301-7	Autopay 324	Electric Services 12/22	\$ 38.63
Frank Murphy	100223	FM011823	Board of Supervisors Meeting 01/18/23 Semi-Annual Mechanical Maintenance	\$ 200.00
Howard Services, Inc.	100241	C-5237	12/22	\$ 472.71
Howard Services, Inc.	100242	S-15083	Replace Evaporator Fan Motor 12/22 Water-Sewer Combination Services	\$ 336.11
JEA	ACH	9634626977 6/11	12/22	\$ 18,865.33
Joseph Paul	100192	INV0135	Playground Inspection 11/22	\$ 1,100.00
Kutak Rock, LLP	100193	3156146	Legal Services 11/22	\$ 4,858.94
M&G Holiday Lighting	100212	1740-2	Holiday Lighting Final Payment 01/23	\$ 4,164.71

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Poolsure	100194	131295611139	Pool Chemicals 12/22	\$ 2,741.04
Poolsure	100236	131295611682	Pool Chemicals 01/23	\$ 4,248.61
Prosser, Inc.	100243	49300	Engineering Services 11/22	\$ 2,602.06
Republic Services	ACH	0687-001281947	Waste Services 12/22	\$ 420.19
Richard Clinton Wright	100195	CW121422	Board of Supervisors Meeting 12/14/22	\$ 200.00
Richard Clinton Wright	100225	CW011823	Board of Supervisors Meeting 01/18/23	\$ 200.00
Rizzetta & Company, Inc.	100204	INV0000074671	District Management Fees 01/23	\$ 4,412.59
Rizzetta & Company, Inc.	100213	INV0000074878	Dissemination Services FY 22-23	\$ 8,000.00
Roy Green	100208	Green 122822	DJ for Family Trivia Night 01/23	\$ 250.00
Roy Green	100226	Green 122822.	DJ for Bingo 01/23	\$ 250.00
Ryan Scott Stone	100227	RS011823	Board of Supervisors Meeting 01/18/23	\$ 200.00
St Johns County Tax Collector	100196	Property Tax Postage 12/22.	Property Tax Postage 12/22	\$ 321.75
Stephens Advertising, Inc.	100197	21015950	Holiday Banner Installation 12/22	\$ 2,288.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Stephens Advertising, Inc.	100209	21015994	Plaque Repair & Installation 12/22	\$ 125.00
Surfside Pools	100198	182071	Pool Maintenance 12/22	\$ 3,500.00
Surfside Pools	100237	183131	Pool Maintenance 01/23	\$ 3,500.00
Vak Pak, Inc.	100203	600144	Replace Lid & Hardware on Lazy River Collection Tank 12/22	\$ 1,216.59
VerdeGo, LLC	100228	9872	Irrigation Repairs 11/22	\$ 304.05
VerdeGo, LLC	100199	10093B	Landscape Maintenance 12/22	\$ 25,835.66
VerdeGo, LLC	100199	10093C	Landscape Maintenance 12/22	\$ 3,191.27
VerdeGo, LLC	100228	10244	Bed Mulch Installation 12/22	\$ 8,010.00
VerdeGo, LLC	100239	10373B	Landscape Maintenance 01/23	\$ 25,835.66
VerdeGo, LLC	100238	10373C	Landscape Maintenance 01/23	\$ 3,191.27
VerdeGo, LLC	100199	9892	Irrigation Repairs 11/22	\$ 635.89
Vexacor Supply Group, LLC	100200	C151	Coffee Bar Rental 12/22	\$ 165.00
Vexacor Supply Group, LLC	100240	C255	Coffee Bar Rental 01/23	\$ 165.00
Vexacor Supply Group, LLC	100200	M570251	Coffee Bar Rental 11/22	\$ 204.98
VGlobal Tech	100210	4635	Website Maintenance 01/23	\$ 300.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Vincent J Sajkowski	100229	VS011823	Board of Supervisors Meeting 01/18/23	\$ 200.00
Wayne Automatic Fire Sprinklers, Inc.	100201	1008230	Annul Sprinkler Inspection 11/22	\$ 327.50
Wayne Automatic Fire Sprinklers, Inc.	100201	1010700	Annul Sprinkler Inspection 12/22	\$ 100.00
Wellbeats, Inc.	100219	EPIV00000070855	WBC-PLUS Content Period 01/23	\$ 249.00
Wellbeats, Inc.	100202	EPIV00000069558	WBC-PLUS Content Period 12/01/22	\$ <u>249.00</u>
<b>Report Total</b>				<b>\$ <u>171,293.22</u></b>

## **Tab 3**

**AGREEMENT FOR TREE ASSESSMENT AND REMEDIATION**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, by and between:

**Trout Creek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is 3434 Colwell Avenue, Unit 200, Tampa, FL 33614 (the “**District**”); and

**ECS Florida**, a Florida limited liability company, with a mailing address of 11554 Davis Creek Court, Jacksonville, Florida 32256 (“**Contractor**”, together with District the “**Parties**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “**Act**”), and located in St. Johns County, Florida; and

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

**WHEREAS**, the District has a need to retain an independent contractor to provide tree assessment and remediation services for the Shearwater community (“**Services**”); and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide and has agreed to provide to the District those Services identified in **Exhibits A**, attached hereto and incorporated by reference herein; and

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

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

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

**SECTION 2. DUTIES.** The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A**, hereto.

**A.** Contractor shall provide the Services, as described in **Exhibit A**. The Services shall

include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

- B.S** Services shall commence upon execution of the Agreement and be completed with the written proposed scope of remediation to be provided to the District no later than Monday, May 1, 2023 (“**Project Completion Date**”), unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein. All punch list items, including but not limited to final inspection shall be completed prior to the Project Completion Date.
- C.T** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.C** Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E.C** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F.C** Contractor shall report directly to the District Manager, who shall be the District’s designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.
- G.C** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

### **SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.**

- A.T** The District shall pay Contractor Eight Thousand Two Hundred Fifty Dollars (\$8,250.00) for the Services as identified in **Exhibits A** attached hereto and

incorporated herein by reference. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services. Contractor shall submit all invoices in accordance with the schedule set forth in **Exhibit A**, and the District shall remit payment in accordance with the District's Prompt Payment Policy.

- B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4. OMITTED.**

**SECTION 5. INSURANCE.**

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
  - (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (3)** Employer's Liability Coverage with limits of at least \$1,000,000

(one million dollars) per accident or disease.

- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

## **SECTION 6. INDEMNIFICATION.**

### **A.**

Consistent with Section Florida Statute 725.08, Contractor shall indemnify and hold harmless the District from any and all liability, loss, damage, cost and expense, including without limitation court costs and attorneys' fees recoverable under applicable law (whether or not litigation has commenced), of whatever nature or type that the District may suffer or incur by reason of any third party claims for injury or damage, but only to the extent caused by Contractor's negligence in the performance of its professional services or the negligence in the performance of professional services by any other persons who are under the direction, supervision, request or sufferance of Contractor. **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD THE DISTRICT HARMLESS UNDER THIS SUBPARAGRAPH INCLUDE THE DUTY TO DEFEND.**

**B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 9. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 13. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing sixty (60) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

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

**SECTION 19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

**SECTION 20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

**SECTION 21. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**A. If to District:** Trout Creek CDD  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
P.O. Box 10230  
Tallahassee, Florida 32302  
Attn: District Counsel

**B. If to the Contractor:** ECS Florida, LLC  
11554 Davis Creek Court  
Jacksonville, Florida 32256

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

**SECTION 23. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of

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

**SECTION 24. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree, for purposes of exclusive venue, that all actions and disputes arising hereunder shall be subject to the jurisdiction of proper court and venue, in and for St. Johns County, Florida.

**SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Melissa Dobbins** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PH: (904) 436-6270 MDOBBINS@RIZZETTA.COM, OR AT 2806 N. 5<sup>th</sup> STREET, SUITE 403, ST. AUGUSTINE, FLORIDA 32084.**

**SECTION 26. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 27. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 28. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 29. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2022, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 31. Standard of Care.** In fulfilling its obligations and responsibilities enumerated in

this Agreement and related Proposal, Consultant shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the “Standard of Care”).

**SECTION 32. LIMITATION OF LIABILITY:** To the fullest extent permitted by law, the District agrees to allocate certain risks associated with the work by limiting Consultant’s total liability to the District arising from Consultant’s services on the work and for any and all causes including negligence, strict liability, breach of contract, or breach of warranty, injuries, damages, claims, losses, expenses, or claim expenses (including reasonable attorney’s fees) to Fifty Thousand Dollars (\$50,000).

**SECTION 33. For projects located in Florida, the parties agree that PURSUANT TO FLA. STAT. SECTIONS 558.002 AND 558.0035, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ACTS OR OMISSIONS ARISING OUT OF THE SERVICES.**

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

**Attest:**

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**ECS FLORIDA, LLC**

\_\_\_\_\_  
(Signature of Witness)

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

**Exhibit A: Scope of Services**



# **ECS Florida, LLC**

Proposal for Landscape Tree Health Assessment and Recommendations

Shearwater  
100 Kayak Way, St. Augustine, Florida 32092

For: Trout Creek CDD c/o Rizzetta and Company

2806 North 5th Street, Suite 403, St. Augustine, Florida 32084

ECS Proposal Number 55:8598

February, 27 2022



February, 27 2022

Ms. Melissa Dobbins  
Trout Creek CDD c/o Rizzetta and Company  
2806 North 5th Street  
Suite 403  
St. Augustine, Florida 32084

ECS Proposal No. 55:8598

Reference: Proposal for Landscape Tree Health Assessment and Recommendations, Shearwater, 100 Kayak Way, St. Augustine, St Johns County, Florida

Dear Ms. Dobbins:

ECS Florida, LLC (ECS) is pleased to provide you with this proposal for performing Landscape Tree Health Assessment and Recommendations for the Shearwater. Our proposal contains a summary of relevant information as we understand it, a project schedule, and the estimated fees for completion of the proposed services.

We understand the property is located at 100 Kayak Way in St. Augustine, St Johns County, Florida. Based on the information available, a property description is noted within the attached proposal along with a description of our scope of services.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us.

ECS Florida, LLC

Joe Brinson  
Forester/Certified Arborist  
JLBrinson@ecslimited.com  
904-626-5933

Jason Adams  
Natural Resources Department Manager  
JAdams2@ecslimited.com  
813-302-1644

## PROJECT INFORMATION AND SCOPE OF SERVICES

### Project Description

We understand the subject property is generally located at 100 Kayak Way in St. Augustine, St Johns County, Florida. According to the St Johns County Online GIS website, the subject property is identified as Parcel Identification Number (PIN) 0100120002 and consists of approximately 66.9 acres. The site consists of residential. Attached is a general location map for reference.

### Scope of Services

Based on our understanding of the issues with the recently planted landscape trees in the common areas of Phase 1 and 2, ECS has prepared the following Scope of Services to develop a long-term sustainable solution to minimize tree stress and promote healthy growth.

### Arboriculture Services

#### Task 1 - Common Areas Landscape Tree Health Assessment and Recommendations

##### Step 1: Review

1. Review provided documents such as: Arborist report and Landscape Architect Memorandum.

##### Step 2: Inspect

1. Field inspection of site and trees with Prosser Landscape Architect.
2. Identify and locate a minimum of 15 trees, with a focus on live oaks, but will include cypress and magnolia trees
3. Collect 15 soil and 15 foliar samples in selected areas, soil samples will be collected in the landscape beds as well as. Inspection will include 1 healthy tree in each phase.
4. Collect baseline tree data including environmental and climatic conditions including soils and landscape setting.
5. Utilizing an AirSpade® excavate roots of 1 unhealthy tree in each phase.

##### Step 3: Evaluate/Analysis

1. Analysis of data collected. The analysis will include drainage, soils and foliage analyses, as well as a root analysis, as needed to provide an understanding of existing soil conditions and root health. These analyses will be comparative in nature as it relates to the location and condition of a healthy tree vs a non-healthy tree.
2. Evaluate and provide a verbal opinion on the overall condition of the common area landscape based on visual observation.

##### Step 4: Reporting

1. Provide an opinion on potential mitigation/remediation options to improve the health and long-term sustainability of the trees. Address the likelihood of effectiveness, residual risk, order of magnitude cost, and the frequency of mitigation/remediation actions. The cost of any recommended improvements and their longevity will vary and must be weighed against the benefits before deciding what actions to take.
2. Deliverables: Formal letter report including collected data, observations, evaluations, illustrating images opinions and recommended actions. Known as the Appropriate Response Process (ARP). ECS will provide a draft ARP report for review and issue a final report with revisions as appropriate. Report will be provided electronically in PDF format.
3. Presentation/meetings: ECS will attend a CDD meeting to present a summary of the observations, opinions developed and recommendations and be available for subsequent questions and potential CDD meetings.

### **Step 5: Remediation/Monitoring**

Based on recommendations, ECS anticipates most remedial actions to take place within six months. Please note, if ph is found to be high, amendments should be performed as soon as possible. In addition, long-term monitoring of trees will take place on a bi-monthly basis, then after six months, will be reduced to once a month. Proposed fee includes 6-months of monitoring.

*\*Proposed remedial activities will be performed under separate proposal.*

**All recommended actions will follow International Society of Arboriculture (ISA) Best Management Practices.**

### **Out of Scope Items**

If, during the performance of our scope of services, additional arboriculture issues are identified that are beyond the Scope of Services outlined within this proposal, ECS will contact Trout Creek CDD c/o Rizzetta and Company to discuss the relevance and significance of the finding in order to determine if the finding merits additional assessment, inclusion in our final report, or a modification to our Scope of Services and fee.

### **Safety**

ECS personnel are responsible for their own personal safety. While on site, if ECS personnel deem a condition unsafe and the performance of our scope of services cannot be completed, you will be notified of the unsafe condition. ECS personnel will not proceed further with the scope of services in that area until the unsafe condition is corrected. Access delays associated with safety concerns may result in additional fees.

## **PROJECT FEES AND SCHEDULE**

### **Project Fees\***

## **Ecological Services**

ECS will provide the described scope of services for a lump sum fee of \$8,250.

### **ECS' Standard Unit Rates**

Submitted charges for work are based on the number of units of work actually performed. If unusual conditions are encountered that could affect the performance of the project, we would notify you immediately, so that appropriate changes could be made to the Scope of Services and the fee estimate adjusted accordingly, if necessary. It should be noted that meetings and consultation provided at the request of the client, and beyond the scope of this proposal, will be billed on a Time and Materials basis.

\*Our fee assumes that all necessary exhibits, site/property contact information, etc. will be provided to us by you or your agents.

### **Meetings/Project Coordination**

Meetings and/or additional project coordination requested by Trout Creek CDD c/o Rizzetta and Company beyond the Scope of Services outlined above will be invoiced on a time and materials basis. Meetings after typical office hours (Monday through Friday 8 am to 5 pm) will be invoiced at 1.5 times the normal rate.

At the time of this proposal, ECS' unit rates are as follows: \$85.00/hour for a Staff Environmental Scientist, \$175.00/hour for a Certified Arborist, \$150.00/hour for a Senior Ecologist, \$175.00/hour for an Environmental Principal, \$55.00/hour for an Administrative Professional, and \$0.65/mile for mileage.

### **Project Schedule**

#### Ecological Services

We can begin these tasks within approximately 10 days of receipt of written authorization to proceed. The field activities will require one to two days to complete. We will provide preliminary verbal results and recommendations prior to submittal of our written report, if requested. We anticipate that the proposed scope of work can be completed in approximately 1 month following the completion of field activities and lab results.

Please note, ECS cannot begin the scope of work until we have received written authorization to proceed. If this schedule does not meet your needs, please contact ECS to discuss an expedited deadline. Additional costs may be incurred.

If areas of the property cannot be observed due to inaccessibility or unsafe/unexpected conditions beyond the control of ECS, ECS will wait until such time either that the area is accessible or the unsafe conditions are corrected. If ECS must make additional visits to the site, a change order will be provided for our additional fees.

## LIMITATIONS AND ASSUMPTIONS

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed at the time this study will be undertaken. The assessment is not intended to represent an exhaustive research of every potential condition that may exist, nor does it claim to represent conditions or events that arise after the assessment.

We have made the following assumptions in developing this proposal:

- Prices presented herein are valid for 120 days from the date of this proposal.
- Upon client authorization, additional project work not specifically addressed by this proposal shall be charged at a time and materials rate in accordance with the ECS Fee Schedule in place at the time the service is performed.
- Fees assume that our evaluation of the site will not be hindered by extremely thick vegetation. If vegetation is encountered on the site that renders an area or areas too thick to evaluate, ECS reserves the right to re-negotiate our fee for delineation (flagging) of the site.
- Site/Civil engineer will provide impact maps, project purpose and need, avoidance and minimization examples, stormwater management plan, and other needed site specific mapping/documentation for the project, as applicable.
- Any applicable mitigation fees required to offset proposed impacts are the responsibility of the client.
- Our fee assumes that all necessary exhibits/impact and base maps will be provided to us by you or your agents.
- Additional field visits, if requested, will require additional fees.
- Wetland services do not include the wetland boundary surveying services by a Professional Licensed Surveyor.

## PROPOSAL ACCEPTANCE

Insert applicable WordBank

**PROPOSAL ACCEPTANCE**

<b>Scope of Services</b>	<b>Fees</b>	<b>Initial for Authorization</b>
Landscape Tree Health Assessment and Recommendations	\$8,250	



**Figure 1: Site Location Map**

Shearwater

100 Kayak Way

St. Augustine, St Johns County, Florida 32092

ECS Proposal No. 55:8598



# Tab 4

## VerdeGo

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



# LANDSCAPE STATUS REPORT

## REPORT SUMMARY

REPORT DATE	PROPERTY NAME	PREPARED BY	MONTH OF SERVICE
3/2/23	Shearwater	Scott Settlemares	February

## SERVICES SUMMARY

### COMPLETED IN {{MAIN.SERVICEMONTH}}

- Full-Service Maintenance (Mowing/Edging/String Trimming/ Blowing)
- Detail Work (Weeding/Pruning)
- Ornamental Grass Cutbacks
- Irrigation Inspection Wet Check
- Granular Turf Fertilization

### ANTICIPATED FOR NEXT MONTH

- Full-Service Maintenance (Mowing/Edging/String Trimming/ Blowing)
- Detail Work (Weeding/Pruning)
- Ornamental Grass Cutbacks
- Irrigation Inspection Wet Check
- Chem/ Fert Treatment – Tree & Shrub

## COMMENTS

### TURF

Turf is coming out of dormancy, starting to green up throughout after granular fertilization the last week of February

### TREES & SHRUBS

Trees and shrubs are scheduled to receive their scheduled fertilization the first week of March.

### PLANT BEDS

Ornamental grass cutbacks have exposed areas that did not receive mulch in the last application.

### OTHER

Palm trees in Kayak Club have been pruned to remove the dead fronds.



## Spray Report

Customer: Verdego

Property: Shearwater

Date: 3/1/2023

Area treated +/- 28 acres

Total gallons used- N/A

Product:

24-0-11 @ 1lb N per 1000 Sqft (Granular)

Target for this application was to improve the overall health, growth, and Color of the turf. Application must be watered in.

# Tab 5



# PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

*February 2023 Maintenance Report*

*Shearwater Outpost and Phase 3*

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



Chris Kenny—Owner  
904-315-8041  
P.O. Box 600061  
St. Johns, Florida 32260  
[chris@pliflorida.com](mailto:chris@pliflorida.com)

February, 2023

Berry Jeskewich, Community Director  
CCMC  
100 Kayak Way  
St. Augustine, FL 32092

**Re: Landscape Maintenance Service Report**

Dear Mr. Jeskewich,

Below is the landscape maintenance report for Shearwater Outpost/Ph 3.

**Bi-Weekly Maintenance**

Our crews are performing detail work each site visit. With the turf now into dormancy, our crews are instructed to keep the mow height at our summer height which is 4.5". We are also hand pulling any winter turf weeds that pop up so we do not have regrowth throughout the property. Our Shearwater crew is currently working on winter cutbacks on Flax Lily, Muhly Grass, and Liriope.

**Irrigation**

Our irrigation team completed the monthly inspection which included nozzle cleaning and head/nozzle adjustments as needed throughout the property. Due to the temps rising this month, we instructed our irrigation team to return to a 3 day per week run cycle on run days. With this, we have not increased run times.

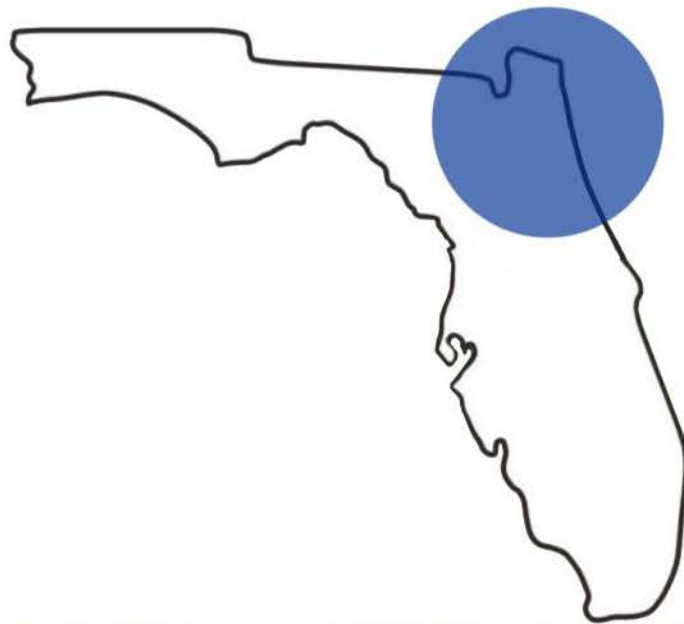
**Agronomics**

Our chem team completed the 1st Spring 2023 granular fertilization. This application was completed the last week of February. We are already seeing results of the 24-2-11 slow release granular product. Our team watered in within 24 hours to dissolve the fertilizer into the turf canopy.

If you have any questions after reviewing our report, please contact me at any time.

Sincerely,

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



# PRESTIGE

## LANDSCAPES

---

OF NORTH FLORIDA, INC.

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

## **Tab 6**



# SHEARWATER®

Trout Creek Community Development District  
Board of Supervisor Meeting  
March 15, 2023  
CCMC Management Report

- Administrative/Operations:
  - Personnel update
- Landscaping:
  - Sod Replaced at Yoga Lawn
  - Sod Replaced at Tot Lot
  - Irrigation Lines Repaired
  - Fertilization of Trees and Shrubs
  - Palm Fronds Trimmed at Pool
  - Ornamental Grasses Trimmed
- Maintenance:
  - Added Clay to Court #2
  - Changed Gauges on lap Pool Sand Filter
  - Gate Repairs throughout Amenity Center
  - Repaired Loose Pavers on Pool Deck
  - Lock Replacement at Fitness Lodge
- Safety & Security
  - Gate Broken by Tennis Court #4



## RESIDENT CLUBS AND INTEREST GROUPS

November 2020

Amended March 2023

**PURPOSE:** The District will be facilitating Resident Clubs and Interest Groups, as further described below, to expand the activities available to Shearwater Residents and support and promote Resident-sponsored and Resident-run local community groups and activities.

- **RESIDENT CLUB:** Restricted to Shearwater Residents. Clubs will meet in a Resident's home or in a Shearwater facility, when available. Examples include Book Club and Cooking Club.
- **INTEREST GROUP:** Open to Residents and Non-Residents. Groups will meet outdoors and all activities will be on the trails, public roads or public park areas. Examples include Running Groups and Bicycle Groups.

### **ARE THESE DISTRICT CLUBS AND INTEREST GROUPS?**

No, the Clubs and Interest Groups are not District-sponsored, organized or controlled. The District is pleased to offer the use of its resources to assist Shearwater Residents in getting to know each other and the Shearwater community. The District's role is to:

1. Facilitate the promotion of the Clubs or Interest Groups through emails and the Shearwater website. **Clubs must submit all content to the Lifestyle Director for approval in a timely manner**
2. ~~Receive requests to join a Club or Interest Group.~~ **This should be the Clubs responsibility**
3. ~~Verify the person requesting to join a Club is a Shearwater Resident.~~ **This should be the Clubs responsibility.**
4. The District may provide limited meeting or activity space, when available, in a manner that is equitable for all. This may be based on criteria such as membership numbers or length of time as a registered group. Reservation fees will be waived for use of meeting space when held on district property **during normal business hours only. Requests for after-hours use of facilities will require rental at the listed rate.**

## **HOW DO I START A CLUB OR INTEREST GROUP?**

As a Club or Interest Group Leader, you may:

1. Create a concept for the Club or Interest Group.
2. Apply to the District for inclusion in the program and for the use of District resources.
3. Find a location for the Club to meet.
4. Be responsible for activities and content for Club or Interest Group meetings.
5. Abide by the rules set forth by Trout Creek CDD.
6. Report Club and Interest Group attendance to the District.
7. Provide reasonable information on Clubs and Interest Groups, including membership and activities, upon request by the District.

## **WHAT RULES APPLY TO CLUBS AND INTEREST GROUPS?**

All Clubs and Interest Groups must abide by the rules set forth by Trout Creek CDD.

1. All records and activities of all Clubs are public record and subject to public disclosure upon request. This includes Club membership rolls.
2. All members of Resident Clubs must be Shearwater Residents. No exceptions. Non-Residents may attend up to two Club meetings per year **upon approval of Lifestyle Director.**
3. **Receive requests to join a Club or Interest Group.**
4. **Verify the person requesting to join a Club is a Shearwater Resident.**
5. ~~Each Club and Interest Group member must register with the Lifestyle Director.~~
6. Clubs and Interest Groups must provide the District office a list of all members before using District resources.
7. Clubs and Interest Groups need at least two (preferably more) events, activities, or Club meetings per year to remain “active” as well as have at least three active members.
8. Clubs and Interest Groups need to appoint a co-leader and/or someone designed to take primary leader’s place or serve as next- in-line for decisions if leader is unavailable or leaves the role. If this does not occur, Trout Creek CDD has the right to discontinue listing and promoting the group as an official Club or Interest Group.
9. Clubs must not use the name Shearwater or Trout Creek CDD in published or advertised materials or any other manner without expressed written permission.
10. No fees shall be charged except for nominal amounts to cover incidental Club and Interest Group expenditures.
11. Clubs and Interest Groups must provide reasonable information, including membership and activities, upon request by the District.
12. All activities of the Clubs and Interest Groups must be legal.
13. Note that the District does not endorse or express an opinion on any Club or Interest Group or any activities within or opinions expressed by a Club or Interest Group

## **PLEASE RETURN APPLICATION TO:**

Shearwater Lifestyle Director



## RESIDENT CLUB AND INTEREST GROUP APPLICATION

**Resident** Clubs and Interest Groups are strongly encouraged and supported by Shearwater. Clubs in Shearwater are designed to help residents pursue common interests in hobby, recreational, social, service and cultural endeavors, while building community spirit and expanding horizons. Clubs and Interest Groups should encourage their members to fully participate and enjoy the diverse programs and facilities within the Shearwater Community that make life here so enjoyable and rewarding. All Clubs and Interest Groups are required to complete the following form in order to receive the benefits offered.

**Submitting a request to start a Club or Interest Group is an easy process:**

- A. Complete the form below and return it to the Lifestyle Director, as noted below.
- B. Trout Creek CDD will review the form for completeness and compliance.
- C. If approved, Trout Creek CDD will inform you of next steps within ten (10) business days.

1. Proposed name: \_\_\_\_\_
2. Name of leader/main contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
4. Is this a: (circle one)  
Resident Club - Meet at home or district facilities (residents only).  
OR  
Interest Group - Meet at outdoor public spaces (residents and non-residents).
5. Please tell us about your Club or Interest Group, e.g. what kinds of activities/functions does your club plan to host?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. When, and how often, will your Club or Interest Group meet?  
\_\_\_\_\_
7. Where will your Club and Interest Group meet?  
\_\_\_\_\_

- 
8. The targeted audience for the Club or Interest Group is:
- Adults  Children/Teens/Youth  All Ages
9. Please mark which categories are applicable to the Club or Interest Group:
- Arts & Crafts  Community  Culture
  - Education  Social  Family & Children
  - Recreation & Leisure  Sports & Athletics  Youth
  - Other
10. If a similar Club or Interest Group already exists in the community, what distinguishes your club?
11. In addition to Shearwater recruiting, how will you recruit members and participation in Club activities?
12. Will you be collecting dues or managing any funds associated with club activities?  Yes  No
13. Who will be responsible for the management and protection of the Club and Interest Group financial funds?
14. Is any person compensated, in any form, for their involvement or leadership of a Club or Interest Group? This includes Clubs and Interest Groups for fitness related or sports related activities.  Yes  No

## Service Report

**Date:** February 24, 2023

**Techs:** Clayton Wilford/ Shayne Wilford

**Client:** Trout Creek CDD

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

### **Fountain Towers Before Cleaning:**



### **Fountain Towers After Cleaning:**



**Note:** Fountains on pillars are rusting and coming apart. Many of the nuts and bolts have eroded and fallen off. The gaskets around the electrical boxes have eroded and/ or missing.





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

# **Tab 7**



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CUSTOM CUSHIONS CUSTOM PILLOWS CUSTOM DRAPES CUSTOM UMBRELLAS HELP CENTER DIY FABRICS BLOG

Cushion Source® > Custom Cushions > Deep Seat Cushions > Chair Cushions > Custom Deep Seating Chair Cushion Set

# Custom Deep Seating Chair Cushion Set

SKU: CS-112-BXKBP



\$238.34

Qty 1

ADD TO CART

- 1. Fabric
- 2. Welting
- 3. Dimensions
- 4. Seat Fill
- 5. Back Fill
- 6. Corners
- 7. Ties

## Fabric Selection

Choose a different fabric

Address: 1234 Main St, Anytown, CA 90210

Select from our hundreds of in-stock fabrics or send us your own fabric by selecting Customer Fabric (COMFAB) in our Fabric Gallery.

### Custom Deep Seating Chair Cushion Set



PREVIOUS STEP

NEXT STEP

## Product Overview

We believe your deep seating chair should fit your furniture perfectly, as well as fitting your personal taste in color/pattern for the fabric choice. We offer multiple fill types, including indoor and outdoor versions, as well as our exclusive Optimal Comfort fill.

Choose from hundreds of fabrics, including high-performance Sunbrella, or send us your own (COM) fabric you bought elsewhere.

## View More Information

- Fabric Samples
- Customer's Own Material
- Shipping
- Return Policy
- Satisfaction

## Product Specifications

Approximate Shipping Weight: 12.00 pounds

**Ships in:** 3 to 4 weeks

**Ship method:** [Standard Ground](#)

**Ship cost:** Calculated in Cart

**User rating:**

## Bundled Package Includes

The items in this bundled product can also be purchased individually.

[Custom Deep Seating Seat Cushion](#)

[Custom Deep Seating Back Cushion](#)

Customers who have purchased this item have also been interested in the following items.

[Custom Bolster Pillow](#)

[Custom Throw Pillow](#)

[Custom Lumbar Pillow](#)

### Company Information

- [About Us](#)
- [Contact Us](#)
- [Press Room](#)

### Site Information

- [Security Policy](#)
- [Terms & Conditions](#)
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Mon-Fri 8:30am-7pm EST  
Reference Code: 20909500

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- HELP CENTER
- DIY
- FABRICS
- BLOG

Cushion Source® > Custom Cushions > Deep Seat Cushions > Chair Cushions > Custom Deep Seating Seat Cushion

# Custom Deep Seating Seat Cushion

SKU: CS-112-2AWT6



\$126.62

Qty

ADD TO CART

- 1. Fabric
- 2. Welting
- 3. Dimensions
- 4. Fill
- 5. Corners
- 6. Ties

## Fabric Selection

Choose a different fabric

View all available fabric options

Select from our hundreds of in-stock fabrics or send us your own fabric by selecting Customer Fabric (COMFAB) in our Fabric Gallery.

Custom Deep Seating Cushion



PREVIOUS STEP

NEXT STEP

The product images shown are only representations of your chosen options and may not include all details. They should not be considered exact proofs.

## Product Overview

Individual seat cushions for deep seating furniture are hard to find, especially in the right size and fabric. We allow you to input your own custom dimensions and choose from hundreds of fabrics (even the ability to send us your own fabric you bought elsewhere!) to create the exact deep seating seat cushion you need.

We offer several fill types for deep seating cushions, including our exclusive Optimal Fill.

## View More Information

- [Fabric Samples](#)
- [Customer's Own Material](#)
- [Shipping](#)
- [Return Policy](#)
- [Satisfaction](#)

## Product Specifications

Approximate Shipping Weight: 6.00 pounds

**Ships in:** 3 to 4 weeks

**Ship method:** [Standard Ground](#)

**Ship cost:** Calculated in Cart

**User rating:**

## Bundled Items

This product can also be purchased as part of the following bundle.

### Custom Deep Seating Chair Cushion Set

Customers who have purchased this item have also been interested in the following items.

[Custom Throw Pillow](#)

[Custom Lumbar Pillow](#)

[Custom Bolster Pillow](#)

### Company Information

- [About Us](#)
- [Contact Us](#)
- [Press Room](#)

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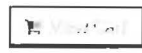


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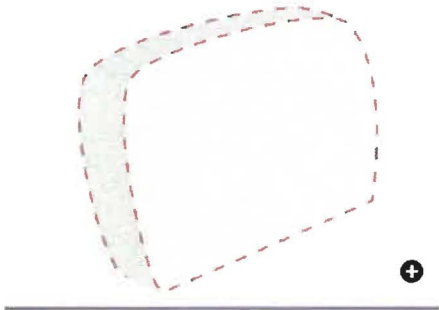


CUSTOM CUSHIONS CUSTOM PILLOWS CUSTOM DRAPES CUSTOM UMBRELLAS HELP CENTER DIY FABRICS BLOG

Cushion Source® > Custom Cushions > Deep Seat Cushions > Chair Cushions > Custom Deep Seating Back Cushion Unique

# Custom Deep Seating Back Cushion - Unique Shape

SKU: CS-112-GJZU4



\$111.72

Qty 1

AUD TO CART

- 1. Fabric
- 2. Welting
- 3. Dimensions
- 4. Fill
- 5. Ties

## Fabric Selection

Choose a different fabric

Make your own fabric \$495.0000

Select from our hundreds of in-stock fabrics or send us your own fabric by selecting Customer Fabric (COMFAB) in our Fabric Gallery.

Unique Shape Deep Seating Back Cushion



The product images shown are only representations of your chosen options and may not include all details. They should not be considered exact proofs.

PREVIOUS STEP

NEXT STEP

## Product Overview

**⚠️ TEMPLATE REQUIRED:** Read our directions to [create your template](#) for this cushion. A non-refundable \$35.00 fee will be added to your cart per template.

If you already have seat cushions for your deep seating chairs, but you need a more comfortable back cushion, we have the answer. Choose from hundreds of fabrics, as well as several fill types — including our exclusive 5-star Optimal Comfort fill. Enter approximate dimensions for your back cushions, then [make and send us your paper template](#) using our easy-to-follow guidelines to create custom cushions for your deep seating furniture that you won't find anywhere else.

## View More Information

- [Unique Shape Templates](#)
- [Fabric Samples](#)
- [Customer's Own Material](#)
- [Shipping](#)
- [Return Policy](#)
- [Satisfaction](#)

## Product Specifications

Approximate Shipping Weight: 5.00 pounds

**Ships in:** 3 to 4 weeks

**Ship method:** [Standard Ground](#)

**Ship cost:** Calculated in Cart

**User rating:**

## Bundled Items

This product can also be purchased as part of the following bundle.

[Custom Deep Seating Chair Cushion Set Back & Seat Unique](#)

Customers who have purchased this item have also been interested in the following items.

[Custom Throw Pillow](#)

[Custom Lumbar Pillow](#)

[Custom Bolster Pillow](#)

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Accepted Payments



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BEST PRICE GUARANTEE

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## Shelly Commercial Resin Patio Club Chair

Bring the club outdoors and create a stylish hangout spot with the Shelly resin patio club chair. This patio chair boasts of an intricate open weave design for a more textured and charming look that resembles traditional wicker without the major upkeep. Included are vinyl upholstered cushions for quality comfort. Surround these modern outdoor club chairs around our Orlando commercial resin coffee table to create the perfect outdoor spot for entertaining guests with food and drinks as they enjoy the weather!

## General Information

### SPECIFICATIONS

<b>SKU</b>	ASF-COMI-942-1S
<b>Shipping in</b>	7-14 Days
<b>Weight</b>	40 lb.
<b>Width</b>	33"
<b>Depth</b>	31"
<b>Height</b>	31"
<b>Usage</b>	Indoor, Patio
<b>Material</b>	Resin
<b>Warranty</b>	1-Year
<b>With Arms</b>	Yes

### PRODUCT HIGHLIGHTS

- Sturdy resin with wicker-look design
- Included with cushion for optimal comfort
- All-weather resistant and suitable for all commercial locations
- Model available in loveseat and sofa

RELATED PRODUCTS

<p>Commercial Wicker-Look Outdoor Table Set with SKU: ASF-COMI-TBL-974</p> <p><b>\$370.00</b> (<a href="https://www.affordableseating.net/commercial-wicker-look-outdoor-resin-table-laminate-top.html?options=cart">https://www.affordableseating.net/commercial-wicker-look-outdoor-resin-table-laminate-top.html?options=cart</a>)</p>	<p>Commercial Shelly Resin Corner Sectional SKU: ASF-COMI-942-ES-L</p> <p><b>\$1,566.00</b> (<a href="https://www.affordableseating.net/commercial-shelly-resin-corner-sectional.html?options=cart">https://www.affordableseating.net/commercial-shelly-resin-corner-sectional.html?options=cart</a>)</p>	<p>Shelly Commercial Resin Patio Loveseat SKU: ASF-COMI-942-2S</p> <p><b>\$679.00</b> (<a href="https://www.affordableseating.net/commercial-resin-patio-loveseat.html?options=cart">https://www.affordableseating.net/commercial-resin-patio-loveseat.html?options=cart</a>)</p>	<p>Orlando Commercial Resin Coffee Table SKU: ASF-COMI-TBL-966</p> <p><b>\$96.00</b> (<a href="https://www.affordableseating.net/commercial-resin-coffee-table.html?options=cart">https://www.affordableseating.net/commercial-resin-coffee-table.html?options=cart</a>)</p>	<p>Shelly Commercial Patio Sofa SKU: ASF-COMI-942-3S</p> <p><b>\$975.00</b> (<a href="https://www.affordableseating.net/commercial-resin-patio-sofa.html?options=">https://www.affordableseating.net/commercial-resin-patio-sofa.html?options=</a></p>
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**LIVE SUPPORT**  
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- Restaurant Bar Stools  
(<https://www.affordableseating.net/restaurant-bar-stools.html>)
- Restaurant Tables  
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(<https://www.affordableseating.net/diner-booths.html>)
- Hospitality Furniture  
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(<https://www.affordableseating.net/upholstery-direct-seating>)
- Finishes  
(<https://www.affordableseating.net/finishes>)
- Restaurant Layout & Design Guide  
(<https://www.affordableseating.net/resources/guides/restaurant-design-guide>)
- Restaurant Seating Guide  
(<https://www.affordableseating.net/restaurant-tables-seating-capacity>)
- Table Tops & Bases Guide  
(<https://www.affordableseating.net/table-bases-guide>)
- Wood Chairs Quality Comparison  
(<https://www.affordableseating.net/restaurant-chairs-comparison>)
- Comparison: Solid vs. Plywood  
(<https://www.affordableseating.net/sorted-vs-american-made-wood-seats>)
- Bifma Approved  
(<https://www.affordableseating.net/bifma-approved>)
- Why Buy our Furniture  
(<https://www.affordableseating.net/why-choose-us>)
- Restaurant Booths Space Calculator  
(<https://www.affordableseating.net/restaurant-booths-space>)
- Restaurant Booth Tables Guide  
(<https://www.affordableseating.net/resources/guides/booth-tables-guide>)



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## Alpha Loveseat

The sturdy powder coated aluminum frame combines nicely with the firm gracing the seat and the backrest to create its weather-resistant design.

SKU: 201833

Powder Coated Aluminum frame exhibiting a symmetrical design is followed by a firmly textilene seat. All materials ranging from the powder coated aluminum to the cushion used in the design can withstand weather adversities.

Availability:  
Available in Charcoal Gray Frame

Please allow 8-12 weeks for delivery.

### \*CHOOSE FRAME COLOR



Charcoal Gray

### YOUR SELECTED OPTIONS

Please select color and material options

Your Total Price  
**\$1695.00**

Qty:

ADD TO CART



Top Notch 1S - 674  
Navy

\$225.00

[Request More Information](#)

[Share Link](#)

[Reset All Options](#)

**\*CHOOSE FRAME COLOR**



Charcoal Gray



[Back To  
TOP](#)

DESCRIPTION

DIMENSIONS

WARRANTY

DETAILS

### Description

- Heavy gauge powder coated aluminum
- Frame available in: Black
- Rust-resistant
- Resists fading due to sun, water and chlorine
- No maintenance required
- 100% commercial grade furniture

### ADDITIONAL ITEMS



Greenwich Aluminum Pulley-Lift Umbrella



Alpha Loveseat



Back To  
**TOP**



Home - Return to Previous Page

## Alpha Club Chair



The sturdy powder coated aluminum frame combines nicely with the firm gracing the seat and the backrest to create its weather-resistant design.

SKU: 201823

Powder Coated Aluminum frame exhibiting a symmetrical design is followed by a firmly textilene seat. All materials ranging from the powder coated aluminum to the cushion used in the design can withstand weather adversities.

Availability:  
Available in Charcoal Gray Frame

Please allow 8-10 weeks for delivery.

### ADD WEATHER COVER



- Top Notch 1S - 649 Black + \$225.00
- Top Notch 1S - 642 Tan + \$225.00
- Top Notch 1S - 648 Silver Gray + \$225.00

### YOUR SELECTED OPTIONS

Please select color and material options

Your Total Price  
**\$1295.00**

Qty:

ADD TO CART

[Request More Information](#)

[Share Link](#)

[Reset All Options](#)

DESCRIPTION

DIMENSIONS

WARRANTY

DETAILS



[Back To TOP](#)

### Description

- Heavy gauge powder coated aluminum
- Frame available in: Black
- Rust-resistant
- Resists fading due to sun, water and chlorine
- No maintenance required
- 100% commercial grade furniture

## ADDITIONAL ITEMS



Greenwich Aluminum Pulley-Lift Umbrella

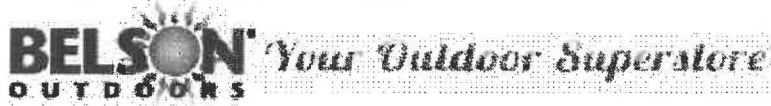


Alpha Club Chair



Back To  
**TOP**

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**1-800-323-5664**  
M-F 8:00am - 4:30pm CT

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## Aluminum Café Chairs with Recycled Plastic Seats



### Contemporary Seating

Café Side Chairs deliver guest satisfaction areas by providing comfortable, inviting seating that is built ready for indoor and outdoor use. Available with or without side arms ready to mix and match for a simple, clean and trend setting.

#### Dimensions

<b>Model 2307 - 24"L x 22"W x 33"H</b>
<b>Model 2309 - 24"L x 22"W x 33"H</b>



**Model 2307**

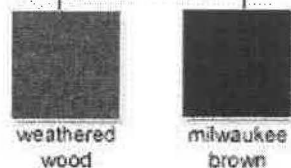
These café style chairs are constructed with lightweight, durable, easy to maintain aluminum and recycled plastic materials. The aluminum frame is finished with a beautiful top-of-the-line powder-coat that protecting the material from rust, corrosion or chipping and the recycled plastic slats can simply be wiped clean.

Create a distinguished, blended setting with matching backless bench and café tables.

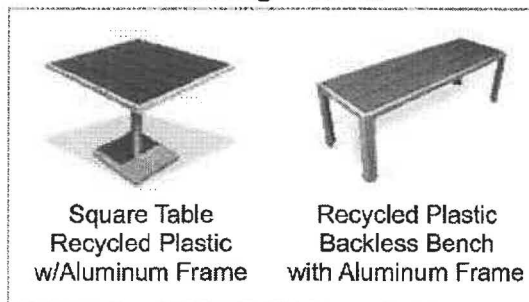


**Model 2309**

#### Recycled Plastic Color Options



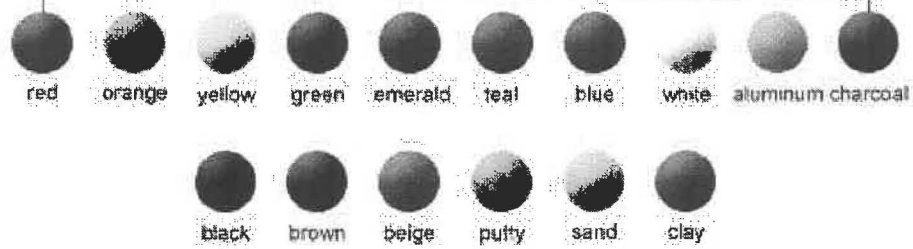
#### Matching Products



**Square Table  
Recycled Plastic  
w/Aluminum Frame**

**Recycled Plastic  
Backless Bench  
with Aluminum Frame**

Powder-Coated Color Options



▼ Item Specific Details Available on Linked Model Numbers Below



Tweet

Aluminum Sidechair with Recycled Plastic Seat				Qty
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2307	<input type="text" value="Frame Color"/> ▼	<input type="text" value="Back/Seat Color"/> ▼	(30 lbs) \$376.00	<input type="text"/>
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Aluminum Armchair with Recycled Plastic Seat				Qty
--	--	--	--	-----

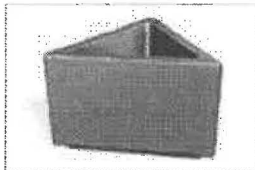
2309	<input type="text" value="Frame Color"/> ▼	<input type="text" value="Back/Seat Color"/> ▼	(30 lbs) \$428.00	<input type="text"/>
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(Prices F.O.B. Origin)

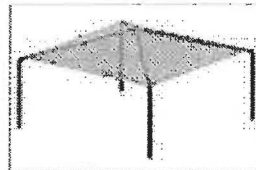
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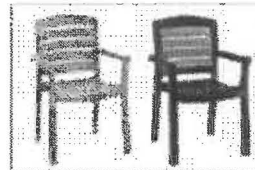
Related Products



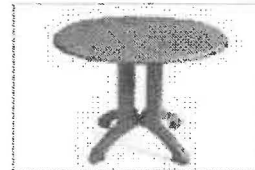
Triangular Concrete Planter



Square Shade Structure



Patio | Café Resin Chairs



Patio | Café Resin Tables

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# Tab 8

Value is in the details. We are the marketplace for commercial and residential signage, decorative street-scapes, customized street signs, community signs, message boards and coordinating mailboxes, both individual and cluster boxes. Whether you looking for wood or aluminum we are the experts in design, manufacturing and installation. Whatever your design, marketing signage or development needs may be, we offer many solutions and options in our consultation with you. In working with you we offer design, workmanship and customer service. When you are making an investment in your home, community or commercial project you are looking for more than just the value you receive in price. You want exceptional customer service that is quality based and customer driven. This is what makes us different. This is what we are about.



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Your custom street sign and mailbox experts

**PROPOSAL FOR:**

**SHEARWATER**





**PROJECT:**

- **BUILD AND INSTALL NEW MESSAGE BOARD FOR FRONT OF SHEARWATER NEIGHBORHOOD**

**We have different options available to meet each communities needs. The message board for Coastal Oaks is something we have done many of and can customize to fit Shearwater.**





**Pricing:**

<b>Coastal Oaks Style</b>	<b>\$2250.0</b>
	<b>0</b>
<b>Bartram Springs Style</b>	<b>\$1650.0</b>
	<b>0</b>
<b>Johns Creek Style</b>	<b>\$1750.0</b>
	<b>0</b>
<b>Delivery / Install</b>	<b>\$</b>
	<b>150.00</b>

*Coastal Oaks*  
• AT NOCATEL •

**WELCOME**

**FOOD TRKS ARE BACK!!**

**THURSDAY 4:30**

**BUTT HUTT SMOKEHSE**

**NATURE'S DRIP CAFE**

**--HOT CHOC & DONUTS**

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