



Rizzetta & Company

Trout Creek Community Development District

**Board of Supervisors' Meeting
December 18, 2024**

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

www.troutcreekcdd.org

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

www.troutcreekcdd.org

Board of Supervisors

Clint Wright
Heather Loffredo
Jim Breslin
Ronnie Murphy
Vincent Sajkowski

Chairman
Vice Chairperson
Assistant Secretary
Assistant Secretary
Assistant Secretary

District Manager

Melissa Dobbins

Rizzetta & Company, Inc.

District Counsel

Katie Buchanan

Kutak Rock LLP

District Engineer

Mike Yuro

Yuro & Associates

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

Board of Supervisors
Trout Creek Community
Development District

December 11, 2024
Rev. 12.12.24

REVISED FINAL AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **December 18, 2024 at 6:00 p.m.** located at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

1. **CALL TO ORDER / ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **BUSINESS ITEMS – PART A**
 - A. Presentation by MBS on Bond Refinancing.....(Engagement Letter Included)
4. **GENERAL AUDIENCE COMMENTS (NON-AGENDA ITEMS ONLY)**
5. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer.....Tab 1
 - 1.) Update Regarding Stormwater Outfall Repair
 - 2.) Update Regarding Goodhope Court Underdrain Evaluation
 - 3.) Consideration of ECS Proposal for Subsurface Exploration on Pond 11B
 - 4.) Review of Yuro & Associates Traffic Study
 - C. Landscape Maintenance Service Reports.....Tab 2
 - D. Pond Aquatics Service Report.....Tab 3
 - E. General Manager.....Tab 4
 - F. District Manager.....Tab 5
 - 1.) Updated Financial End of FY 24 Summary
6. **BUSINESS ITEMS - PART B**
 - A. Discussion Regarding Board Member Responsibilities
 - B. Consideration of Amendment to FirstService Residential Management Agreement.....Tab 6
 - C. Consideration of Resolution 2025-03, Recognizing Contribution (Series 2022 Assessments).....Tab 7
 - D. Consideration of Resolution 2025-04, Accepting Dedication of Property (Phases 3A-3C, 3G).....Tab 8
 - E. Consideration of Synthetic Turf Proposal.....Tab 9
 - F. Update Regarding Security Patrol at Outpost and Falls Park
 - G. Discussion Regarding Cafe Options, (Including Beer & Wine License)
 - H. Consideration of Proposal(s) for Slide & Slide Tower Repairs.....Tab 10
 - I. Consideration of Reimbursement for Staff CPO Certification.....Tab 11
 - J. Discussion Regarding Trout Creek Academy Request for Use of Courts
7. **AUDIENCE COMMENTS ON AGENDA ITEMS**
8. **BOARD VOTE ON BUSINESS ITEMS**
9. **BUSINESS ADMINISTRATION - CONSENT AGENDA**
 - A. Consideration of Consent Agenda.....Tab 12

- 1.) Consideration of Minutes for the Board of Supervisors' Workshop held on December 4, 2024
- 2.) Consideration of Minutes for the Board of Supervisors' Regular Meeting held on November 20, 2024
- 3.) Ratification of the Operation and Maintenance Expenditures for November 2024

10. SUPERVISOR REQUESTS

11. ADJOURNMENT

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

Yours kindly,

Melissa Dobbins

District Manager

MBS Presentation

Good afternoon. Please find attached our standard form refunding investment banking agreement for the 12/18 board meeting. You'll note that it provides for us to meet regulatory requirements by providing required disclosures and engagement prior to giving the board any specific guidance on refunding scenarios while it being risk free to the board. More specifically, the board may immediately terminate us after engagement if they choose not to proceed. Further, to the extent they do elect to proceed, our efforts and associated costs towards the refunding are entirely borne by us. In advance of the board meeting, we have completed all necessary credit work and financial analysis to present to the board its options based upon the same and underlying market conditions. We will bring presentation materials to the board meeting to hand out following engagement. While our materials will have some background on the firm, we are providing below a brief statement of our experience for the board's benefit. We look forward to meeting with the board on 12/18.

Brett

MBS Capital Markets, LLC ("MBS") is an investment banking firm that specializes solely in special tax district finance. Over the past thirty (30) years, the partners and professionals of MBS have completed 1,300 special tax district financing transactions with an aggregate principal amount of \$16 billion for 500 FL special tax districts. Included in that experience is more than \$2 billion of FL special tax district refunding transactions including, without limitation, for such northeast FL special tax districts as Julington Creek CDD, Tolomato CDD (Nocatee), Rivers Edge CDD (Rivertown), Durbin Crossing CDD and Aberdeen CDD. Further, we previously served as the underwriter on all prior bonds issued by the Trout Creek CDD.

Brett Sealy

Managing Partner

MBS Capital Markets, LLC



MBS CAPITAL MARKETS, LLC

AGREEMENT FOR UNDERWRITING SERVICES TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

December 18, 2024

Board of Supervisors
Trout Creek Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with the Trout Creek Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. This agreement relates to the proposed issuance of bonds (the "Bonds") for the purpose of refunding the District's outstanding Series 2015 Bonds (the "Prior Bonds"). This Agreement will cover the engagement for the Bonds and will be supplemented for future bond issuances as may be applicable.

1. **Scope of Services:** MBS intends to serve as the underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.
 - Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
 - Preparation of rating strategies and presentations related to the issue being underwritten.
 - Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
 - Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
 - Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
 - Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
 - Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
 - Preparation of post-sale reports for the issue, if any.
 - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

Member: FINRA/SIPC

Tampa, FL Winter Park, FL Kingston, TN Nashville, TN



MBS CAPITAL MARKETS, LLC

- Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be the greater of \$50,000 or 1.50% of the total par amount of Bonds issued.

The Underwriter shall also bear the cost of obtaining an investment grade rating with the actual cost of the rating to be paid from the proceeds of the Bonds only to the extent Bonds are issued.

- Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon written notice to the non-terminating party.
- Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.
- Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
- Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same. If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.



MBS CAPITAL MARKETS, LLC

This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

We are required to seek your acknowledgement that you have received the disclosures referenced herein and attached hereto as Exhibit A. By execution of this agreement, you are acknowledging receipt of the same.

Sincerely,
MBS Capital Markets, LLC

A handwritten signature in blue ink, appearing to read "BSealy", is positioned above a horizontal line.

Brett Sealy
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____



MBS CAPITAL MARKETS, LLC

EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosure Concerning the Underwriter's Compensation

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate



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directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

Disclosures Concerning Complex Municipal Securities Financing

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

Tab 1



ECS Florida, LLC

Proposal for Subsurface Exploration and Geotechnical
Engineering Services

Shearwater Pond 11B

St. Johns, Florida 32259

ECS Proposal Number 35:23015

November 25, 2024





November 25, 2024

Ms. Melissa Dobbins
Trout Creek CDD
2806 N. 5th Street, Suite 403
St. Augustine, FL 32084

ECS Proposal No. 35:23015

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
Shearwater Pond 11B
St. Johns, Florida

Dear Ms. Dobbins:

Thank you for the opportunity to submit a proposal for your project. We look forward to providing any geotechnical engineering and construction materials testing and environmental consulting you may need for any of your projects.

SCOPE OF WORK

Based on provided information and our site observation, we understand that a portion of the pond bank has experienced slope failure. We understand that the failure occurred during a time of significant rainfall in mid-September. We propose to install three piezometers within the pond slope to monitor groundwater levels over a period of time. We will also evaluate the soil composition at the piezometer locations. The results of our monitoring and recommendations for stabilization of the slope will be provided in a letter report. It should be noted that our proposal does not include a scope to evaluate soil density and global slope stability of the pond slope.

COMPENSATION AND AUTHORIZATION FOR PAYMENT

Based on the scope of services outlined above, we propose to provide the geotechnical and engineering services for a lump sum fee of \$3,200. A returned copy of the attached authorization form dated and signed by a responsible signatory will formally authorize the services identified in this proposal. Our work will be performed in accordance with our Terms and Conditions, a copy of which is attached to and made part of this proposal.

CLOSING

ECS Florida, LLC endeavors to achieve sustainable growth through client-focused partnerships, and we sincerely look forward to continue developing our professional relationship with your company. Should you have any questions regarding this proposed cost estimate please contact our office.

Respectfully submitted,

ECS FLORIDA, LLC



Jared Pitts, P.E.
Geotechnical Department Manager
JPitts@ecslimited.com



Chris M. Egan, P.E.
Assistant Office Manager, Principal
CEgan@ecslimited.com

Attachments: Proposal Acceptance Form
ECS Terms and Conditions of Service

**PROPOSAL ACCEPTANCE FORM
ECS FLORIDA, LLC**

Project Name: Shearwater Pond 11B

Location: St. Johns, Florida

Fee: \$3,200

Private Utility Locator

Indicate if a private utility locator is requested by checking the box above for private utility locator.
The fee will be established based on site specific requirements.

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement between ECS and Client. Your signature also indicates you have read this document and the Terms and Conditions of Service in their entirety and agree to pay for services as above set forth.

CLIENT AND BILLING INFORMATION

Name of Client: _____

Contact Person: _____

Telephone No.: _____

E-mail: _____

Responsible for Payment

Approval of Invoice (if different)

Contact Name: _____

Company Name: _____

Address: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____

Fax No: _____

E-mail Address: _____

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	E-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____

Client Signature: x _____ Date: _____



ECS FLORIDA, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Florida, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS 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"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS 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) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the

- acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 21.3 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 ECS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ACTS OR OMISSIONS ARISING OUT OF THE SERVICES.**
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.
- 30.0 TITLES: ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT



Yuro
&
Associates, LLC

- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

To: Trout Creek CDD – Board of Supervisors

From: Michael J. Yuro, P.E.
CDD Engineer

RE: *Shearwater Pkwy / Timberwolf Trail – Intersection Safety Study*

Date: December 3, 2024

As requested by the Board, Yuro & Associates has completed a study of the above referenced intersection to evaluate safety concerns raised by the community with regard to the pedestrian / vehicle interaction at this location. Based on our communication with St Johns County Traffic Operations, we understand that the County will require an Engineering Study with recommendations in order to make improvements to this intersection beyond what was shown on the original design plans. This report represents our Intersection Safety Study for the purpose of making recommended improvements to the intersection of Shearwater Pkwy & Timberwolf Trail.

BACKGROUND:

Trout Creek Elementary School opened for the 2024-2025 school year and will accommodate approximately 1,500 students at full capacity. The majority of students will come from the Shearwater community within the Boundary of the Trout Creek Community Development District, which is still under construction and not yet fully built out. The referenced intersection is currently a 3-way intersection with a single stop sign on the eastbound minor approach (Timberwolf Trail). North & southbound Shearwater Pkwy have no stop or yield control but do have a dedicated left turn lane (northbound) and right turn lane (southbound). There is a pedestrian crosswalk on the south side of the intersection (crossing Shearwater Pkwy) with crosswalk signs, including “crosswalk ahead” warning signs in both directions. Additionally, the future connection of Shearwater Pkwy to SR 16 (approximately ½ mile to the south) is not yet complete.

OBSERVATIONS & ANALYSIS:

We have spoken to representatives of the CDD, HOA, County Traffic Ops & the Sheriff’s office. We have also visited the site on multiple occasions at different times of the day, both during the morning and afternoon school traffic rush, as well as when school was not in session. Safety concerns that we have noted include the following:

1. During the 20 minutes before school in the morning, and 20 minutes after school in the afternoon, there is a large amount of pedestrian, bicycle & golf cart traffic crossing Shearwater Pkwy, having to negotiate the crossing between traffic that has no stop condition.
2. Northbound traffic making a left onto Shearwater Pkwy will sometimes block the pedestrian crossing waiting for an opening in southbound traffic.
3. Southbound traffic turning right is unimpeded, and a number of cars make the right turn from the left-through lane, which causes confusion for others at the intersection.



- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

**Shearwater Pkwy / Timberwolf Trail
Intersection Traffic Study
Page 2 of 3**

4. Southbound traffic going straight through the intersection do not have a good line of site to the pedestrian crossing due to the geometry of the road (curving left) as well as the median landscape.
5. Eastbound traffic in the morning has to deal with a very bad glare from the rising sun, which impacts visibility of the surrounding area.
6. After coming to a stop, eastbound traffic turning left has difficulty seeing southbound through traffic due to southbound right turn traffic, which impedes the ability to make a safe left turn onto northbound Shearwater Pkwy.
7. After coming to a stop, eastbound traffic turning right has difficulty seeing southbound through traffic due to southbound right turn traffic as well as eastbound left turn traffic. This causes drivers to have to make a “quick” right turn, which then puts them in possible conflict with pedestrians already in the crosswalk of Shearwater Pkwy.
 - It is our understanding that it was this very movement that was involved with a vehicle-pedestrian crash within the past 2 weeks.

Based on the above observations, it is our opinion that the current intersection of Shearwater Pkwy & Timberwolf Trail should be modified to improve the safety of pedestrians & vehicles. We also note that without any improvements, the situation is likely to get worse as more houses are built within the community and also when the connection to SR 16 is completed, which will undoubtedly bring more traffic into this intersection.

RECOMMENDATIONS:

We recommend that All-Way Stop Control be installed at this intersection by adding Stop signs at the northbound & southbound approach along Shearwater Pkwy. We also recommend adding “stop ahead” signs (see attached exhibit).

This recommendation is supported by several MUTCD warrants, including:

1. Section 2B.14 All-Way Stop Control Warrant B: Sight Distance
 - All-way stop control may be installed at an intersection where an engineering study indicates that sight distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto or cross the major (uncontrolled) road.
 - At such a location, a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop. (*see Observation #6 & 7*)



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**Shearwater Pkwy / Timberwolf Trail
Intersection Traffic Study
Page 3 of 3**

MUTCD Warrants (Continued)

2. Section 2B.17 All-Way Stop Control Warrant E: Other Factors

- All-way stop control may be installed at an intersection where an engineering study indicates that all-way stop control is needed due to other factors not addressed in the other all-way stop control warrants. Such factors may include...
 - The need to control left-turn conflicts. (*see Observation #2 & 6*)
 - Where pedestrian and/or bicyclist movements support the installation of all-way stop control (*see Observation #1*)

I hope you find this information useful. Please feel free to contact me at your convenience if I can answer any questions or be of further service with regard to this issue.

Sincerely,

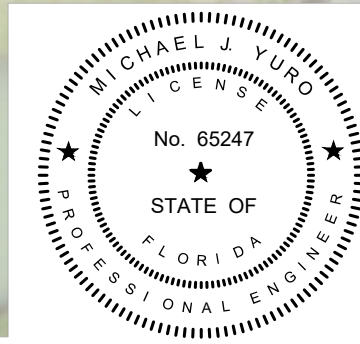
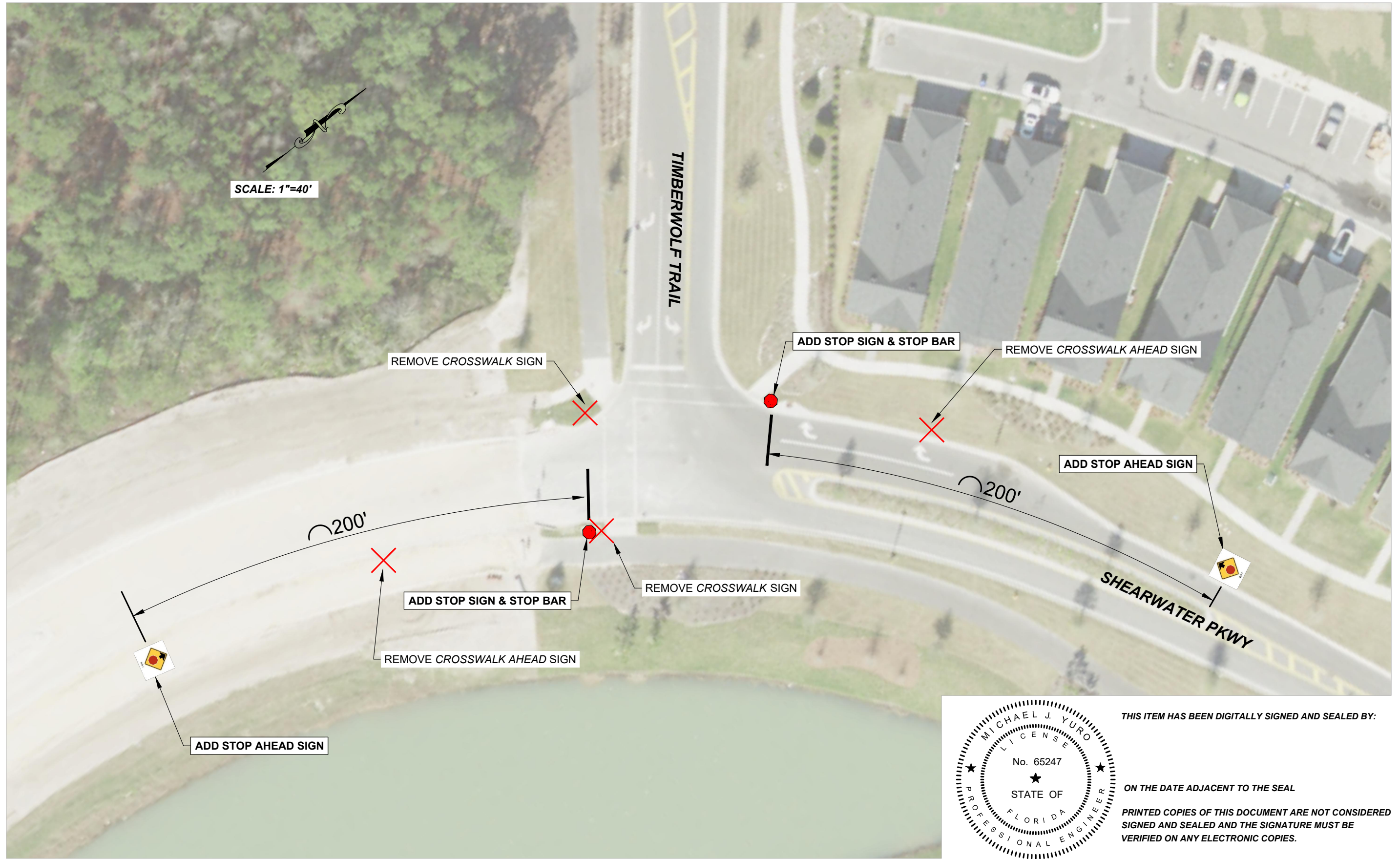
Michael J. Yuro, P.E.
President
Florida P.E. No: 65247



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:


ON THE DATE ADJACENT TO THE SEAL

**PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED
SIGNED AND SEALED AND THE SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES.**



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:
 ON THE DATE ADJACENT TO THE SEAL
 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

NO.	DATE	REVISIONS	PROJECT NO. Y24 - 1410	 145 Hilden Road, Unit 108 Ponte Vedra, FL 32081 (904) 342-5199 CERTIFICATE OF AUTHORIZATION NO. 28658	MICHAEL J. YURO, P.E. FLORIDA P.E. LICENSE NO. 65247 REGISTERED PROFESSIONAL	SHEARWATER PKWY & TIMBERWOLF TRAIL - STOP SIGN INSTALLATION PREPARED FOR: TROUTCREEK CDD STOP SIGN INSTALLATION PLAN	SHEET NO.
			DRAWN BY: EID				1
			CHECKED BY: MJY				
			DATE: 12/02/24				

Tab 2



RUPPERT
LANDSCAPE

Trout Creek CDD: Monthly Report

November 2024

Fungus/Pest/Fertilizer: Herbicides and pre-emergent has been applied to all Tree rings and landscape beds throughout Trout Creek CDD. We are hand pulling any weeds inside plant material.

Maintenance: As we approach the winter months the turf growth has slowed tremendously. The weeks we aren't mowing we are focusing on detail work. We are continuing with our ornamental grass cutbacks on the spartina and muhly grasses. The Kayak Outpost ornamental grasses, and plant material have been trimmed down to promote new blooms in the Spring. Moving into December/ January we will start trimming Crape Myrtles, Oak trees and Ligustrum trees.

Irrigation: The irrigation system is working as it should. An irrigation inspection had been performed and everything has been noted that needs to be fixed. The irrigation is running twice a week on Monday and Thursday. Due to the poor water pressure we must use the days that the other landscape vendor isn't watering.



PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

November 2024 Maintenance Report

Shearwater Phase 3

PRESTIGE LANDSCAPES OF NORTH FLORIDA
CHRIS KENNY - OWNER
904-315-8041
ST. JOHNS, FLORIDA 32260
chris@pliflorida.com



Chris Kenny—Owner
904-315-8041
P.O. Box 600061
St. Johns, Florida 32260
chris@pliflorida.com

November, 2024

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

Re: Landscape Maintenance Service Report

Below is the landscape maintenance report for Shearwater Ph 3.

Weekly Maintenance

Maintenance crews are focused on mowing, edging, string trimming, hedge pruning, plant bed weed control, blowing. Our team did a great job on preparing the property for Thanksgiving. We timed all mowing and detail options needed to be completed the week prior to Thanksgiving to make this happen. Currently, the grounds are still looking great as we go into the dormant season.

Irrigation

Our irrigation team completed the monthly inspection, which included nozzle cleaning and head/nozzle adjustments as needed throughout the property. The ph3 irrigation system is now running 1x per week on turf and 1x per week on plant bed areas. This month there were only a few minor repairs done to the system.

We will manually water if needed to control hot spots that may occur in our random 80+ degree days we sometimes have in the winter months.

Agronomics

Fert/chem team applied liquid fertilization and weed application 1 week prior to our pre Thanksgiving cut. You may have noticed we let the turf get a little shaggy towards the end of October, this was to allow for the weeds to show to be able to have an accurate weed application and have full foliar contact. We connected with the irrigation department to ensure product was watered in within 24hrs of application.

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

Sincerely,
Chris Kenny
Owner/President
chris@pliflorida.com
904.315.8041



W. O. # _____

Name Martha Ct. Common Area

Address _____

Date 11/11/2024 pg 1 of 1

Irrigation Inspection Report

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

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

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

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

ADJUSTMENTS	Yes						
PARTIL CLOGS							
STRAIGHTENED	Yes						

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

Comments : System is properly functioning with no major issues.



W. O. # _____

Name Timberwolf Clock ph3-A

Address SWP Turf

Date 11/11/2024 pg 1 of 4

Irrigation Inspection Report

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

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

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

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



W. O. # _____

Name Timberwolf Clock ph3-A

Address Timberwolf Turf

Date 11/11/2024 pg 2 of 4

Irrigation Inspection Report

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

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

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

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



W. O. # _____

Name Timberwolf Clock ph3-A

Address SWP Shrubs/Trees

Date 11/11/2024 pg 3 of 4

Irrigation Inspection Report

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

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

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

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

Comments : _____



W. O. # _____

Name Timberwolf Clock ph3-A

Address Timberwolf Shrubs/Trees

Date 11/12/2024 pg 4 of 4

Irrigation Inspection Report

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

A
B
C
D

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

Program

Run Days

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

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

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



W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address SWP_Cal Turf

Date 11/12/2024 pg 1 of 4

Irrigation Inspection Report

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

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

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

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



W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address Shrubs_Trees

Date 11/12/2024 pg 2 of 4

Irrigation Inspection Report

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

A

B

C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

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

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

ADJUSTMENTS	x						
PARTIL CLOGS							
STRAIGHTENED							

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

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



W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address Seaforth Turf

Date 11/12/2024 pg 3 of 4

Irrigation Inspection Report

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

A
B
C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

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

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



W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address Cart Path

Date 11/12/2024 pg 4 of 4

Irrigation Inspection Report

START TIME(S)	
START TIME(S)	
START TIME(S)	
START TIME(S)	3am

A
B
C
D

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

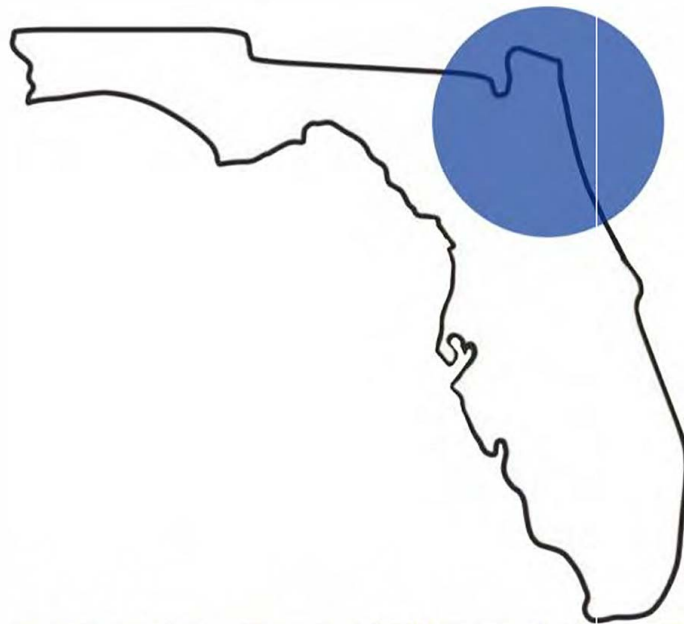
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S
D	S	M	T	W	TH	F	S

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

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

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



PRESTIGE

LANDSCAPES

OF NORTH FLORIDA, INC.

PRESTIGE LANDSCAPES OF NORTH FLORIDA
CHRIS KENNY - OWNER
904-315-8041
ST. JOHNS, FLORIDA 32260
chris@pliflorida.com

Tab 3



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: December 5, 9,10, 2024

Biologists: Jim Charles
Rich Powers, Justin Powers

Client: Trout Creek CDD

Waterways: 43 ponds

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



Note: A tree is down into the pond and should be removed.



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



Pond 1a: This pond remains in very good condition. The water level is normal.



Pond 1b: This pond was in good condition. The water level is normal.



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



Pond 2b: This pond was in good condition. The pond level is normal.



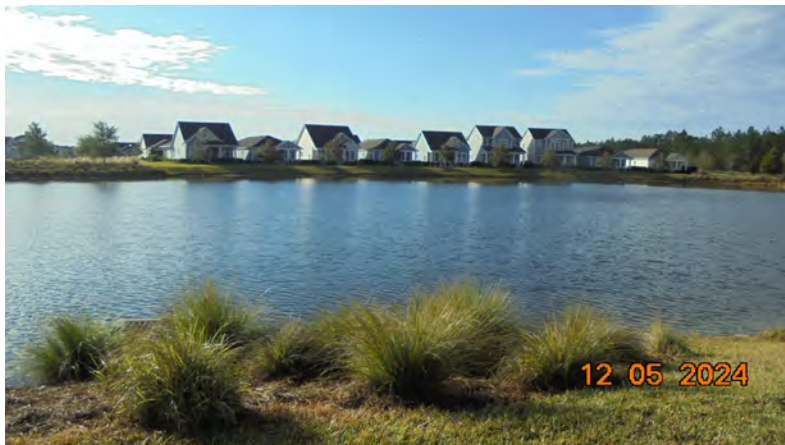
Pond 3a: This pond was in good condition. The water level is normal.



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



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



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



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



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



Pond 9a: Pond was in improved condition. The water level is normal.



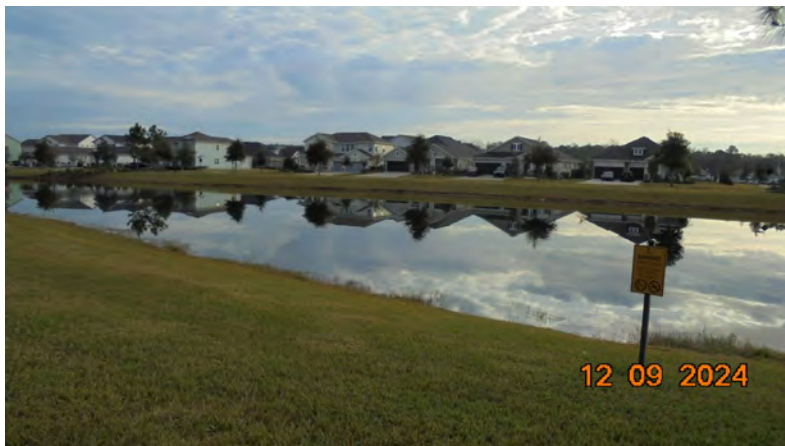
Pond 9b: Pond was in good condition. The water level is normal.



Pond 9c: Pond was in good condition. The water level was normal.



Pond 10a: Pond was in good condition. The water level is good.



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



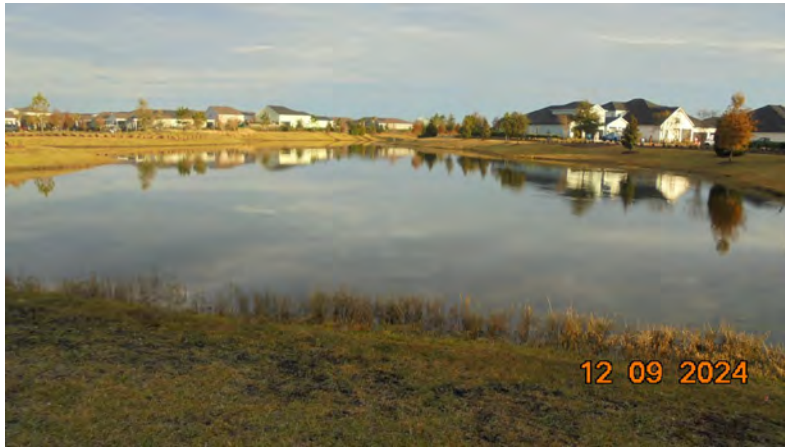
Pond 10d: Pond was in good condition. The water level is normal. Algae treatment last month had good results.



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



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



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



Pond 12a: Pond was in good condition. The water level is normal.



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



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



Pond 20: Pond was in fair condition. The water level is normal. Treated for algae.



Pond 21A: Pond was in poor condition. The water level is good. Treated for algae.



Pond 21B: Pond is in good condition. The water level is good.



Pond 22A: Pond was in fair to good condition. Treated perimeter for torpedo grass.



Pond 22B: Pond was in good condition. The water level is good. Perimeter treatment last month had good results.



Pond 23A: Pond is in good condition this month. The water level is low.



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



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



Pond 24b: Pond was in good condition. The water level is good. Treatment for algae last month was effective.



Pond 24c: Pond was in very good condition this month. The water level is good. We removed multiple tree limbs and a bush growing in the pond.



Pond 28A: Pond was in good condition. Water level is good.



Pond 28B: Pond was in good condition. Water level is normal.



Pond 29B: Pond was in fair condition. Water level is normal. Treated for algae.



Pond 29A: Pond was in good condition. Water level is good.



Pond 31: Pond is in good condition. The water level is normal.



Erosion issues on this pond.



Pond 33: Pond was in good condition. The water level is normal. Treatment for algae last month had good results.



Pond 34: Pond was in good condition. The water level is good.



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



Pond 36: Pond was in good condition.



Jim Charles

Service Report

Date: December 10, 2024
Client: Trout Creek CDD

Techs: Justin Powers/ Richard Powers

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

Fountain Towers Before Cleaning:



Fountain Towers After Cleaning:



Tab 4

**Trout Creek CDD
GM Operations Report for December 18, 2024**

Administration:

- Phase 1 property drive with incoming landscape vendor (Prestige)
- Amenity area walk with incoming landscape vendor (Prestige)
- Monthly meeting with board supervisor Clint Wright
- Meeting with board supervisor Heather Loffredo
- Meeting with Scott Miller (904 Tennis)
- Attended the CDD 101 workshop
- Attended the RecNet (Resort & Commercial Recreation Assoc.) National Conference at Nemaquin Resort.
-

Kayak Hub:

- November Square Café Category Sales Report ([attached](#))
- November TCCDD Square Sales Report ([attached](#))

Lifestyle

- Profit & Loss Report ([attached](#))

Maintenance/Vandalism/Mischief Issues:

- November Report ([attached](#))

BELYNDA THARPE

General Manager-Trout Creek CDD
100 Kayak Way | St. Augustine, FL | 32092
Direct 904.342.3739
Email belynda.tharpe@fsresidential.com



(1)



Soft Washed Canopies At Dog Park

Created: Mon, 12/9/2024

Before

(2)



Soft Washed Canopies At Dog Park

Created: Mon, 12/9/2024

After

(3)



Repaired Screen At Outpost

Created: Mon, 12/9/2024

Before

(4)



Repaired Screen At Outpost

Created: Mon, 12/9/2024

After

(5)



Installed Holiday Decorations Throughout Community

Created: Mon, 12/9/2024

(6)



Installed Holiday Decorations Throughout Community

Created: Mon, 12/9/2024

(7)



Painted Interior Of Kayak Club

Created: Mon, 12/9/2024

Before

(8)



Painted Interior Of Kayak Club

Created: Mon, 12/9/2024

After

(9)



Power washed Sidewalks At Outpost

Created: Mon, 12/9/2024

Before

(10)



Power washed Sidewalks At Outpost

Created: Mon, 12/9/2024

After

(11)



Power washed Pavers At Dog Park

Created: Mon, 12/9/2024

Before

(12)



Power Washed Pavers At Dog Park

Created: Mon, 12/9/2024

After

(13)



Power Washed Pavers At Fitness Lodge

Created: Mon, 12/9/2024

Before

(14)



Power Washed Pavers At Fitness Lodge

Created: Mon, 12/9/2024

After



(15)



Patched Asphalt On Golf Cart Trail At Timberwolf Tr

Created: Mon, 12/9/2024

Before

(16)



Patched Asphalt On Golf Cart Trail At Timberwolf Tr

Created: Mon, 12/9/2024

After

(17)



Locked Out Open Meter At Seaforth Dr

Created: Mon, 12/9/2024

Before



(18)



Locked Out Open Meter At Seaforth Dr

Created: Mon, 12/9/2024

After

(19)



Sanded And Stained Doors At Outpost

Created: Mon, 12/9/2024

Before

(20)



Sanded And Stained Doors At Outlet

Created: Mon, 12/9/2024

After

(21)



Painted Aerobics Room

Created: Mon, 12/9/2024

Before

(22)



Painted Aerobics Room

Created: Mon, 12/9/2024

After

(23)



Sanded And Stained Benches Throughout Community

Created: Mon, 12/9/2024

Before

(24)



Sanded And Stained Benches Throughout Community

Created: Mon, 12/9/2024

After

(25)



Power washed Sidewalks At Amenities

Created: Mon, 12/9/2024

Before

(26)



Power Washed Sidewalks At Amenities

Created: Mon, 12/9/2024

After

(27)



Cleaned And Stained Trail Post Throughout Community

Created: Mon, 12/9/2024

Before

(28)



Cleaned And Stained Trail Post Throughout Community

Created: Mon, 12/9/2024

After

(29)



Repaired Weight Benches At Fitness Lodge

Created: Mon, 12/9/2024

Before

(30)



Repaired Weight Benches At Fitness Lodge

Created: Mon, 12/9/2024

After

Completed by Johnnie verdell



NOVEMBER *Shearwater*



Shearwater Lifestyle Summary Report – November 2024

November 12th – Curiosity U, Carrabba’s Night, OneBlood Donations

- ✓ 12 participants at Curiosity U. Only 4 orders for Carrabba’s, 18 donations for OneBlood

November 13th – Coffee and Conversation

- ✓ Coffee sponsored by Kinder Cafe. Food purchased from Sam’s Club and Publix. Approx. 75 attendees. Event sponsored by David Palmeri

November 16th – Veteran’s Appreciation Day

- ✓ 150 + Attendees. Private sponsor provided beer for Veterans United Brewery. Private sponsor and food provided by Frankies Franks. Military Vehicle Preservation Association brought vehicles on the lawn. Color guard and Bag Piper presentation. National Anthem sang live by resident. Speech by Army Veteran and staff.

November 17th – Vendor Village

- ✓ First Coast Vendor Village hosted on event lawn – approximately 750+ attendees

November 18th – Trivia Night

- ✓ Hosted in the Kayak Club by LD team. Prized sponsored and donated by Zen and Ginger. 86 attendees

November 19th + 26th – Curiosity U

- ✓ Both dates had 14 and 11 attendees respectively each day.

November 23rd – Casino Night

- ✓ Low Ticket sales resulted in postponement until March.

November 25th thru 28th – Kids fitness boot camp, and 3-day girls camp

- ✓ 10% CDD Vendors for both events. Boot camp had between 14 to 16 participants each day of camp. Girls camp had between 8 to 12 attendees for each day of camp.

Additional events/activities

- ✓ Over 18 food trucks serviced the community. Resident volunteer meeting w/ 14 participants. Golf Cart Safety Social had 18 attendees and was streamed on resident FB group page. Senior Ladies group hosted thanksgiving event.

Nov-24

Lifestyle Profit & Loss

Expenses vs. revenue	Revenue	Cost
	\$0.00	\$398.88

Tween Silent Disco (Postponed)	Revenue	Cost
Dj + Headphone deposit	\$0.00	\$100.00
Ticket Sales	\$84.00	\$0.00
Total	\$84.00	\$100.00

CuriosityU Every Tuesday	Revenue	Cost
Subscription	\$0.00	\$100.00
12-Nov	\$0.00	\$0.00
19-Nov	\$0.00	\$0.00
26-Nov	\$0.00	\$20.96
Total	\$0.00	\$120.96

Coffee and Convo 11/13/24	Revenue	Cost
Pre Paid	\$0.00	\$0.00
Food + Supplies/Sams Club	\$0.00	\$148.22
Food + Supplies/Publix	\$0.00	\$29.70
		\$0.00
		\$0.00
Total	\$0.00	\$177.92

Veterans Appreciation	Revenue	Cost
Paid in full via sponsors	\$0.00	\$0.00
Total	\$0.00	\$0.00

Vendor Village 11/17/24	Revenue	Cost
10% vendor payment	\$0.00	\$0.00
Total	\$0.00	\$0.00

Trivia Night 11/18/24	Revenue	Cost
Sponsor provided prize	\$0.00	\$0.00
Total	\$0.00	\$0.00

Casino Night (postponed)	Revenue	Cost
Estimated cost \$6692.00	\$0.00	\$0.00

Thxgiving week camps	Revenue	Cost
10% vendor payments	\$0.00	\$0.00

Nov-24

INCOME

Lifestyle Profit & Loss

TOTAL INCOME	Estimated	Actual

ADMISSIONS

Column1	Actual no.	Type	Price	Estimated income	Actual income
		Adults @			\$0.00
		Children @			\$0.00
		Other @			\$0.00
Total				\$0.00	\$0.00

ADS IN PROGRAM

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
		Full-page @	\$100.00		\$0.00
		Half-pages @	\$50.00		\$0.00
		Quarter-pages @	\$25.00		\$0.00
Total				\$0.00	\$0.00

SPONSORSHIPS

Packages purchased	Sponsor	Type	Price	Upcoming costs	Income
1	US Patriot Title	Top Tier	\$10,000.00	\$2,000.00	\$10,000.00
1	Goddard Sch	Event specific	\$500.00	\$0.00	\$500.00
1	VIPcare	coffee & convo	\$150.00	\$150.00	\$150.00
Total				\$2,150.00	\$10,650.00

VENDOR REVENUE - 10% OF ALL SALES

Vendor	Payment Method	Column1	Column2	Column3	Actual income
Zumba - Songhwanara	Check				\$82.50
Full for Life	Square				\$5.00
Planet Pizza	Square				\$157.58

Sunset Slush	Square	\$295.50
Peacock Fitness	Square	\$280.00
Belly Dancing	Square	\$70.50
904 Tennis	Square	\$1,034.00
Vendor Village	Check	\$280.00
Total		\$2,205.08

Nov 1, 2024–Nov 30, 2024



Category Sales Report

Trout Creek CDD

Category	Items Sold	Gross Sales
RENTAL FEES		\$, .
Security Deposit		\$.
Special Events		\$.
Sponsor		\$, .
Total		\$, .

Nov 1, 2024–Nov 30, 2024



Category Sales Report

The HUB Cafe

Category	Items Sold	Gross Sales
Accessories		\$.
Candy		\$.
Chips		\$.
Cold Beverages		\$.
Hot Beverages		\$.
Ice Cream		\$.
Pizza		\$.
RENTAL FEES		\$.
Snacks		\$.
Total		\$.

Tab 5

SUMMARY

	<u>Annual Budget</u>	<u>YTD Budget Thru 09/30/24</u>	<u>YTD Actual Thru 09/30/24</u>	<u>Variance</u>
Total Revenues - O& M	2,960,245	2,960,245	3,001,631	(41,386)
Total Revenues - Capital Reserve	<u>301,300</u>	<u>301,300</u>	<u>317,665</u>	<u>(16,365)</u>
Total General Fund Revenues (Higher)/Lower)	3,261,545	3,261,545	3,319,296	(57,751)
Total Expenditures O & M	2,960,245	2,960,245	3,013,313	(53,068)
Total Expenditures - Capital Reserve	<u>301,300</u>	<u>301,300</u>	<u>108,552</u>	<u>192,748</u>
Total General Fund Expenditures	3,261,545	3,261,545	3,121,865	139,680
Expenditures	0	0	(11,682)	11,682
Total Excess of Revenues Over(Under) Expenditures	0	0	209,113	(209,113)
Total Excess of Revenues Over(Under) Expenditures	0	0	197,431	(197,431)

Explanations of Variances

O & M Expenses - Over by \$53,068

Fixing Verdego Landscape Negligence and Beautification of Certain areas	(98,520)
Irrigations Repairs as per new Landscape audits	(38,525)
Increase of Lifeguard hours	(27,286)
Legal Counsel - anticipated lower volume of issues in the budget	(21,718)
Unbudgeted Shuttle Expense	(15,400)
More Mulch than anticipated	(14,394)
Aquatic Maintenance - more ponds	(8,142)
Off Duty Deputy - ramped up security later in year	8,335
Utility - Recreational Facilities - monitored temperatures better than in past	15,245
Capital Improvements - Contingency	28,836
Amenity Staff - 3 positions vacant for a period of time, and couldn't staff up till towards end of year	116,594
Total of Major Variance Explantions	(54,975)

Chart of Accounts Classification	Annual Budget	YTD Budget Thru 09/30/24	YTD Actual Thru 09/30/24	Variance	Variance Explanation
Revenues					
Interest Earnings					
Interest Earnings	0	0	2,069	(2,069)	
Special Assessments					
Off Roll	258,771	258,771	258,772	(1)	
Tax Roll	2,473,954	2,473,954	2,511,242	(37,288)	
Contributions & Donations from Private Sources					
HOA Capital Transfer	155,050	155,050	131,900	23,150	Less homes than anticipated for HOA transfer
Other Misc. Revenues					
Activity Fees	45,000	45,000	14,452	30,548	Revenue Budget expanded into more line items, so Budget and Actual by line item don't match
Cafe Revenue	24,970	24,970	15,850	9,120	
Facilities Rentals	2,500	2,500	34,166	(31,666)	Overall, \$25,178 more income was generated than budgeted for sponsorships, food truck revenue, rentals, etc
Insurance Proceeds	0	0	4,156	(4,156)	
Misc Revenue	0	0	1,033	(1,033)	
Special Events - Food Truck Revenue	0	0	27,991	(27,991)	
Total Revenues	2,960,245	2,960,245	3,001,631	(41,386)	
Expenditures					
Legislative					
Supervisor Fees	12,000	12,000	10,000	2,000	Mike M. did not receive payment for Board Meetings and workshops
Total Legislative	12,000	12,000	10,000	2,000	
Financial & Administrative					
Accounting Services	21,477	21,477	21,477	0	
Administrative Services	5,351	5,351	5,352	(1)	
Arbitrage Rebate Calculation	1,800	1,800	450	1,350	
Assessment Roll	5,792	5,792	5,792	0	
Auditing Services	4,100	4,100	4,100	0	
Disclosure Report	8,000	8,000	8,000	0	
District Engineer	20,000	20,000	11,864	8,136	Much fewer projects than anticipated
District Management	21,477	21,477	21,477	0	
Dues, Licenses & Fees	175	175	175	0	
Financial & Revenue Collections	5,516	5,516	5,516	0	
Legal Advertising	2,200	2,200	2,523	(323)	
Miscellaneous Fees	1,200	1,200	3,825	(2,625)	
Public Officials Liability Insurance	2,550	2,550	2,280	270	
Trustees Fees	15,000	15,000	17,791	(2,791)	
Website Hosting, Maintenance, Backup & E	6,400	6,400	4,900	1,500	
Total Financial & Administrative	121,038	121,038	115,522	5,516	
Legal Counsel					
District Counsel	40,000	40,000	61,718	(21,718)	Legal activity was budgeted to be increased from prior year, but many more legal items than anticipated
Total Legal Counsel	40,000	40,000	61,718	(21,718)	
Law Enforcement Off Duty Deputy	35,000	35,000	26,665	8,335	Started off with much fewer off deputy cops at beginning of year, then hours were increased
Total Law Enforcement	35,000	35,000	26,665	8,335	
Electric Utility Services Utility - Recreation Facilities	70,000	70,000	54,755	15,245	
Utility - Street Lights	50,000	50,000	53,164	(3,164)	
Utility Services	11,000	11,000	9,333	1,667	
Total Electric Utility Services	131,000	131,000	117,252	13,748	
Gas Utility Service Utility Services	2,000	2,000	908	1,092	
Total Gas Utility Service	2,000	2,000	908	1,092	
Garbage/Solid Waste Control Services Garbage	4,000	4,000	8,696	(4,696)	
Total Garbage/Solid Waste Control Services	4,000	4,000	8,696	(4,696)	
Water-Sewer Utility - Reclaimed	400,000	400,000	391,862	8,138	
Utility - Recreation Facilities	18,375	18,375	15,396	2,979	
Total Water-Sewer Combination Services	418,375	418,375	407,258	11,117	
Stormwater Control					
Aquatic Maintenance	35,000	35,000	43,143	(8,143)	Fish Barriers of \$2300, more ponds than budgeted
Stormwater Assessments	4,000	4,000	0	4,000	
Stormwater System Maintenance	7,888	7,888	11,657	(3,769)	
Total Stormwater Control	46,888	46,888	54,800	(7,912)	
Other Physical Environment					
Common Area Pinestraw Mulch	101,404	101,404	115,797	(14,393)	Needed more mulch than anticipated
Entry & Walls Maintenance & Repair	4,500	4,500	6,662	(2,162)	
General Liability & Property Insurance	85,000	85,000	89,751	(4,751)	Cost of insurance increased more than anticipated
Holiday Decorations	15,000	15,000	17,224	(2,224)	
Irrigation Repair	25,000	25,000	48,323	(23,323)	Most of Phase 1 irrigation was not working, required many repairs and new parts
Landscape & Irrigation Maintenance	600,000	600,000	636,877	(36,877)	Bid out for new landscape companies for Phase 1 & 2, more work necessary to get things back in shape
Landscape Replacement Plants, Shrubs, Tr	40,000	40,000	117,960	(77,960)	Much remediation works was necessary when Verdego left, and we bid out for new landscape companies
Miscellaneous Expense	20,000	20,000	19,094	906	
Total Other Physical Environment	890,904	890,904	1,051,688	(160,784)	
Road & Street Facilities	4,000	4,000	1,978	2,022	
Total Road & Street Facilities	4,000	4,000	1,978	2,022	
Parks & Recreation					
Access Control Maintenance & Repair	7,000	7,000	5,609	1,391	
Amenity Facility Janitorial Service Cont	20,000	20,000	18,988	1,012	
Amenity Maintenance & Repairs	60,508	60,508	63,751	(3,243)	Smaller Capital Reserve items were expensed to conserve Reserves, Pool Repair - 2,000, Playground Equip - 1,786
Amenity Management Service Contracts	18,900	18,900	20,650	(1,750)	
Cafe Materials	20,000	20,000	13,438	6,562	
Community Gardens Maintenance & Supplies	1,000	1,000	560	440	
Dog Waste Station Supplies & Maintenance	1,000	1,000	870	130	
Employee - Amenity Staff	687,000	687,000	570,406	116,594	3 positions were vacant for several months and weren't able to hire up to full staff until later in year
Fitness Equipment Maintenance & Repair	10,000	10,000	3,848	6,152	
Licenses, Fees & Permits	11,462	11,462	15,433	(3,971)	Fees for Square Revenue collection system (which are based on income collected) , not budgeted - \$3,700
Lifeguard/Pool Monitors	140,120	140,120	167,406	(27,286)	More lifeguard hours were added
Operating Supplies	16,000	16,000	21,737	(5,737)	Tubes for Lazy River - \$2,100
Pest Control & Termite Bond	3,000	3,000	3,893	(893)	
Pool Chemicals & Permits	51,000	51,000	56,859	(5,859)	Higher increases in chemicals than anticipated
Pool Service Contract	44,000	44,000	43,147	853	
Security System Monitoring Services & Ma	4,000	4,000	10,652	(6,652)	Gate locks Repairs and more cameras installed
Telephone, Internet, Cable	20,000	20,000	10,442	9,558	Negotiated lower contractsReduced contracts
Tennis Court Maintenance & Supplies	9,000	9,000	8,645	355	
Uniforms & Laundry	2,000	2,000	328	1,672	
Wildlife Management Services	2,500	2,500	2,201	299	
Total Parks & Recreation	1,128,490	1,128,490	1,038,863	89,627	
Special Events					
Shuttle Service	0	0	15,400	(15,400)	This service was unbudgeted, but was necessary to accommodate getting residents to pool on holiday weekends
Special Events	66,550	66,550	71,401	(4,851)	Special events went over budget but the additional revenue more than made it up for it
Total Special Events	66,550	66,550	86,801	(20,251)	

2023/2024 Capital Expenditures

O & M - Capital Improvements - Contingency

Wall Lighting	2,826
Install TV - Kayak Club	2,580
Pond Lighting	2,826
TV - Outpost	7,610
Pergola & Debris Removal	2,940
Playground Inspection	3,000
Cardio Equipment Deposit	5,886
Outflow	1,755
Debit Card Expense items	<u>1,740</u>
Total	31,163

Capital Reserve - Capital Improvements

Tennis Court Resurface	24,600
Condenser for Kayak Club	14,390
Install New Pool Fence & Old fence Removal	54,772
Old Fence Removal	5,209
Fitness Equipment Deposit	<u>9,581</u>
Total	108,552

2023/2024 Capital Expenditures

O & M - Capital Improvements - Contingency

Wall Lighting	2,826
Install TV - Kayak Club	2,580
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Capital Reserve - Capital Improvements

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Install New Pool Fence & Old fence Removal	54,772
Old Fence Removal	5,209
Fitness Equipment Deposit	<u>9,581</u>
Total	108,552

Tab 6

**FIRST AMENDMENT TO AGREEMENT BETWEEN TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT AND FIRSTSERVICE RESIDENTIAL FLORIDA, INC.
FOR PROPERTY MANAGEMENT SERVICES**

WHEREAS, Trout Creek Community Development District (“District”) and FirstService Residential Florida, Inc. (“FirstService”) entered in the *Agreement between Trout Creek Community Development District and First Service Residential Florida, Inc. for Property Management Services* on April 27, 2023 (“Agreement”); and

WHEREAS, certain terms of the Agreement are no longer applicable and the parties desire to amend the agreement as provided for in Paragraph 20 of the Agreement.

NOW, THEREFORE, based on the good and valuable consideration and mutual covenants of the parties, the receipt and sufficiency hereof which are hereby acknowledged, the parties agree as follows:

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

2. AMENDMENTS TO AGREEMENT:

- a. Paragraph 51 of the Agreement entitled “Special Terms” and subparagraphs thereto are deleted in full and replaced with the following:

51. Terms of Renewal

In connection with the adoption of the District’s fiscal year budget, FirstService shall provide an addendum to the Agreement which provides at minimum (i) modifications to the term of the Agreement, (ii) modification to any provisions of the Agreement; (iii) the maximum budget for onsite staff; and (iv) a revised Schedule I in substantially the same form as that provided for the Fiscal Year 2025 Addendum attached hereto as Exhibit A.

- b. For Fiscal Year 2025, the maximum budget for onsite-staff shall be \$860,400. Modifications made to the Agreement with the Fiscal Year 2025 Addendum are hereby approved and incorporated therein.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties execute this First Amendment effective as of October 1, 2024.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

ATTEST

**FIRSTSERVICE RESIDENTIAL
FLORIDA, INC.**

By: _____

By: _____

Its: _____

Tab 7

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT RECOGNIZING A LANDOWNER CONTRIBUTION TO OFF-SET SERIES 2022 ASSESSMENTS; AND ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Trout Creek Community Development District (the “**District**”) was established by ordinance adopted by the Board of County Commissioners in and for St. Johns County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to plan, design, acquire, construct, install, operate and/or maintain systems and facilities for certain basic infrastructure, including recreation, water and sewer, roadways, stormwater management and utilities; and

WHEREAS, the District has adopted an improvement plan to finance the planning, designing, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services (the “**Improvements**”) as detailed in the *Engineer’s Report*, dated November 4, 2014 (the “**Master Engineer’s Report**”), and the anticipated costs of the Master Project described in the Engineer’s Report are identified in Exhibit 3 of the Master Engineer’s Report; and

WHEREAS, the District issued its \$3,085,000 Capital Improvement Revenue Bonds, Series 2022 (“**Series 2022 Bonds**”), to fund a portion of the Improvements (“**Series 2022 Project**”) as further described in the *Supplemental Engineer’s Report, Series 2022 Bonds*, dated April 29, 2022 (“**2022 Engineer’s Report**” and together with the Master Engineer’s Report, “**Engineer’s Report**”); and

WHEREAS, the District levied special assessments for the repayment of the Series 2022 Bonds (“**Series 2022 Assessments**”), as further detailed in that certain *Master Special Assessment Allocation Report* dated December 17, 2014 (“**Master Assessment Report**”), as supplemented by the *Final Supplemental Special Assessment Allocation Report, Capital Improvement Revenue Bonds, Series 2022*, dated May 13, 2022, attached hereto as **Exhibit A (“2022 Assessment Report,”** and together with the Master Assessment Report, “**Assessment Report**”); and

WHEREAS, in connection with the issuance of the Series 2022 Bonds, the District and WFC Ashford Mills Owner VII, L.L.C. (“**Landowner**”) entered into that certain “Contribution Agreement Between the Trout Creek Community Development District and WFC Ashford Mills Owner VII, L.L.C.,” effective May 24, 2022 (“**2022 Contribution Agreement**”), whereby, generally stated, the Landowner agrees to contribute an amount equal to Two Hundred Forty Seven Thousand Five Hundred Sixty Two Dollars

(\$247,562.00) as specified in the 2022 Assessment Report (“**2022 Landowner Contribution**”), payable in Work Product, Infrastructure and Real Property (collectively “**Infrastructure Contributions**”, as defined in the 2022 Contribution Agreement), representing the differential amount of Target Costs Per Unit and the Costs Per Unit by EAU (as both terms are defined in the 2022 Assessment Report) attributable to 223 residential units anticipated to absorb the Series 2022 Assessments; and

WHEREAS, in accordance with Resolution 2020-11, Landowner previously dedicated and the District previously accepted the dedication of certain property and improvements in an amount equal to Seven Million Sixty Four Thousand Seven Hundred Fifty Three Dollars and Thirteen Cents (\$7,064,753.13) (“**Prior Landowner Contribution**”), as more particularly described in Resolution 2020-11, the terms of which are incorporated by reference herein; and

WHEREAS, pursuant to the terms of Resolution 2020-11, to the extent the total amount of such Prior Landowner Contribution exceeded the total landowner contribution required by that certain *Contribution Agreement Between the Trout Creek Community Development District and WFC Ashford Mills Owner VII, L.L.C.*, dated on or about July 9, 2018 (“**2018 Contribution Agreement**”) by Six Hundred Fifty-Five Thousand Five Hundred Twenty Dollars and Thirteen Cents (\$655,520.13) (“**Excess Contribution**”), the Excess Contribution may be used to offset future contribution requirements; and

WHEREAS, pursuant to Resolution 2021-02, the District recognized a contribution of Three Hundred Eighty One Thousand Five Hundred Forty Dollars (\$381,540.00) of the Excess Contribution in satisfaction of the contribution required pursuant to the *Contribution Agreement Between the Trout Creek Community Development District and WFC Ashford Mills Owner VII, L.L.C.* (“**Series 2020 Contribution Agreement**”); and

WHEREAS, in order to satisfy the 2022 Landowner Contribution required pursuant to the 2022 Contribution Agreement, Landowner now desires that the District recognize a portion of such Excess Contribution in an amount necessary to satisfy the 2022 Landowner Contribution; and

WHEREAS, as set forth in **Exhibit B**, and generally stated, Assessment Consultant has determined that the Excess Contribution in **Exhibit B** is sufficient to represent a contribution towards the 2022 Landowner Contribution; and

WHEREAS, pursuant the findings in **Exhibit B**, the District now desires to recognize that the Landowner’s obligation towards the 2022 Landowner Contribution has been satisfied;

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

SECTION 1. INCORPORATION OF RECITALS. The Recitals stated above are recognized as true and correct and by this reference are incorporated herein.

SECTION 2. ACCEPTANCE OF LANDOWNER REQUEST TO RECOGNIZE REMAINING EXCESS CONTRIBUTION TO SATISFY 2022 LANDOWNER CONTRIBUTION. The District acknowledges and declares that in accordance with the terms of Resolution 2020-11, Landowner's Prior Landowner Contribution exceeded the amount of the 2018 Contribution Requirement in an amount equal to Six Hundred Fifty-Five Thousand Five Hundred Twenty Dollars and Thirteen Cents (\$655,520.13) (previously defined herein and referred to as the Excess Contribution). Pursuant to Resolution 2021-02, the Excess Contribution was reduced by the 2020 Contribution Requirement in the amount of Three Hundred Eighty One Thousand Five Hundred Forty Dollars (\$381,540.00). The District acknowledges and declares that Landowner's Excess Contribution shall be further reduced by Two Hundred Forty Seven Thousand Five Hundred Sixty Two Dollars (\$247,562.00), which shall be deemed to have satisfied the required 2022 Landowner Contribution required by the 2022 Contribution Agreement in full.

SECTION 3. ACCEPTANCE OF ASSESSMENT CONSULTANT'S CERTIFICATE. The District further accepts the District Assessment Consultant's Certificate Regarding Satisfaction of Landowner Contribution Obligation attached hereto as **Exhibit B**.

SECTION 4. ADDITIONAL AUTHORIZATION. District Staff is authorized to take whatever additional actions may be necessary to fulfill the intent of this Resolution.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 18th day of December, 2024.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Asst. Secretary

Chairperson, Board of Supervisors

Exhibit A: *Final Supplemental Assessment Allocation Report, Capital Improvement Revenue Bonds, Series 2020, dated May 13, 2022*

Exhibit B: Assessment Consultant's Certificate

EXHIBIT A

*Final Supplemental Assessment Allocation Report, Capital Improvement Revenue Bonds,
Series 2022, dated May 13, 2022*

EXHIBIT B
CERTIFICATE OF ASSESSMENT CONSULTANT

October 16, 2024

Board of Supervisors
Trout Creek Community Development District

Re: Trout Creek Community Development District (St. Johns County, Florida)
Satisfaction of Landowner Contribution Obligation (Series 2022 Bonds)

Ladies and Gentlemen:

The undersigned, an authorized representative of Rizzetta & Company, Inc., which serves as the District Manager and Assessment Consultant for the Trout Creek Community Development District (“**District**”), hereby makes the following certifications in connection with Resolution 2025-___ (“**Resolution**”):

1. I have reviewed certain documentation in connection with the Resolution, including but not limited to the Resolution, payment records of the District, 2022 Assessment Report, 2022 Contribution Agreement, 2022 Acquisition Agreement and other District documents, including but not limited to, Resolutions 2020-11 and 2021-02.
2. Pursuant to the 2020 Acquisition and Contribution Agreements,¹ and Resolutions 2020-11, 2021-02, and 2025-___, Landowner has conveyed to the District certain Infrastructure Contributions, in the amount of at least Two Hundred Forty Seven Thousand Five Hundred Sixty Two Dollars (\$247,562), which monies represent a contribution toward Landowner’s total obligation pursuant to the 2022 Contribution Agreement and in accordance with the 2022 Assessment Report.
3. The amount set forth in Section 2 immediately above represents the total amount of infrastructure financed by Landowner and subsequently dedicated to the District to satisfy the 2022 Landowner Contribution required to be made pursuant to the 2022 Contribution Agreement. Therefore, the total 2022 Contribution Requirement obligation pursuant to the 2022 Contribution Agreement is satisfied in full and the balance remaining under the 2022 Contribution Agreement is equals \$0.00.

RIZZETTA & COMPANY, INC.

By: _____
Its: _____

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Resolution.

Tab 8

RESOLUTION 2025-04

[PHASES 3A, 3B, 3C AND 3G]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING, CONFIRMING, AND APPROVING THE ACCEPTANCE OF DEDICATION OF PROPERTY AND IMPROVEMENTS; AUTHORIZING, THE ASSIGNMENT OF CERTAIN EASEMENTS; AND ADDRESSING 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* (“**Act**”); and

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain public infrastructure improvements; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in the *Engineer’s Report*, dated November 4, 2014, as supplemented (“**Capital Improvement Plan**” or “**CIP**”); and

WHEREAS, the District entered into the various *Agreements by and between the Trout Creek Community Development District and WFC Ashford Mills Owner VII, L.L.C., Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property* which set forth the process by which the District may acquire the improvements comprising the CIP (“**Improvements**”); and

WHEREAS, WFC Ashford Mills Owner VII, L.L.C. (“**Developer**”) presently owns certain common areas within Phases 3A, 3B, 3C and 3G (some of which contain Improvements) located within the District (“**Property**”), and desires to dedicate the Property to the District at no cost; and

WHEREAS, because the District either constructed Improvements on the Property or already owns and operates improvements similar to the those on the Property in accordance with the Capital Improvement Plan, the District agrees to accept a dedication of the Property and assume operation and maintenance responsibilities for the same.

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

SECTION 1. AUTHORIZING, CONFIRMING, AND APPROVING THE ACCEPTANCE OF DEDICATION OF PROPERTY AND IMPROVEMENTS. The Board of Supervisors (“**Board**”) hereby authorizes the dedication of the Property to the District at no cost to the District by the Special Warranty Deed substantially in the form set forth in **Exhibit A**.

SECTION 2. AUTHORIZING, CONFIRMING, AND APPROVING THE DEDICATION AND ASSIGNMENT OF CERTAIN EASEMENTS. The Board authorizes the dedication and assignment of drainage easements necessary to maintain the Property by easement agreement substantially in the form set forth in **Exhibit B**. Furthermore, the acceptance of documents relating to such dedication or assignment is hereby declared and affirmed as being in the best interests of the District is hereby authorized, approved, and confirmed by the Board.

SECTION 3. SEVERABILITY. 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. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 16th day of October, 2024.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Form of Special Warranty Deed

Exhibit B: Forms of Easement Agreement & Assignment of Easements

Exhibit A:
Form of Special Warranty Deed
(Attached Hereto)

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Katie S. Buchanan, Esq.
Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301

Consideration: None/Gift of Common Areas
Documentary Stamp Taxes: See Legend Below

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ___ day of October, 2024, by **WFC ASHFORD MILLS OWNER VII, L.L.C.**, a Delaware limited liability company, whose mailing address is 500 Boylston Street, Suite 2010, Boston, Massachusetts 02116, hereinafter called the “**Grantor**,” to **TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, Florida Statutes, whose address 2806 N. 5th Street, Unit 403, St. Augustine, Florida 32084, hereinafter called the “**Grantee**.”

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and conveyed to Grantee, and Grantee’s successors and assigns, forever, the land lying and being in the County of St. Johns, State of Florida, as more particularly described below (“**Property**”):

RIGHTS-OF-WAY DESIGNATED AS ROAD RIGHTS-OF-WAY DESIGNATED IN THE PLAT AS ALPHA WAY, ALSTON DRIVE, BEN COURT, CHALET COURT, CREW COURT, FOXFIRE DRIVE, GOODHOPE COURT, JAMESTOWN COURT, KINGBIRD DRIVE, MARTHA COURT, MEREDITH WAY, NICKEL COURT, ROSEMONT DRIVE, SHEARWATER PARKWAY, TIMBERWOLF TRAIL AND YARDLEY COURT, SHEARWATER PHASE 3A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 107, PAGES 65 THROUGH 79, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACTS 3A-26 AND 3A-27 (CONSERVATION), TRACTS 3A-28, 3A-29, 3A-30, 3A-31 AND 3A-32 (STORMWATER MANAGEMENT FACILITY) AND TRACTS 3A-33, 3A-34, 3A-35, 3A-36, 3A-37, 3A-38 (OPEN SPACE) AND 3A-40 (LANDSCAPE BUFFER TRACT), SHEARWATER PHASE 3A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 107,

PAGES 65 THROUGH 79, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

RIGHTS-OF-WAY DESIGNATED AS BRAMBLE COURT, CARMELLA COURT, INKWOOD COURT, ROSEMONT DRIVE, SAMANTHA COURT AND TYSON COURT, SHEARWATER PHASE 3B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 113, PAGES 75 THROUGH 90, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACTS 3B-1 AND 3B-2 (CONSERVATION), TRACTS 3B-3, 3B-4, 3B-7, 3B-8, 3B-9 AND 3B-10 (OPEN SPACE) AND TRACTS 3B-5 AND 3B-6 (STORMWATER MANAGEMENT FACILITY), SHEARWATER PHASE 3B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 113, PAGES 75 THROUGH 90, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

RIGHTS-OF-WAY DESIGNATED AS AMALIA WAY, OLIVIA WAY, RUSHING DRIVE, SHIPMAN COURT AND VICTORY COURT, SHEARWATER PHASE 3C, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, PAGES 34 THROUGH 43, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACTS 3C-8 AND 3C-11 (STORMWATER MANAGEMENT FACILITY), TRACTS 3C-9, 3C-10 AND 3C-13 (OPEN SPACE), 3C-12 (DRAINAGE, LANDSCAPE, UTILITIES, OPEN SPACE), AND TRACTS 3C-14 AND 3C-15 (CONSERVATION), SHEARWATER PHASE 3C, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, PAGES 34 THROUGH 43, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

RIGHTS-OF-WAY DESIGNATED AS TIMBERWOLF TRAIL, RANGELINE DRIVE, YELLOWSTONE DRIVE, AND GASTON COURT, SHEARWATER PHASE 3G, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGES 37 THROUGH 62, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACT 3G-1 (STORMWATER MANAGEMENT FACILITY), TRACT 3G-2 (CONSERVATION/OPEN SPACE), TRACTS 3G-3, 3G-4, 3G-5, 3G-6, 3G-7, 3G-8, 3G-9, 3G-10, AND 3G-11 (OPEN SPACE), SHEARWATER PHASE 3G, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGES 37 THROUGH 62, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

GRANTEE ACCEPTS THE CURRENT AND FUTURE CONDITION OF PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS", AND GRANTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE

PROPERTY AND GRANTEE HAS NOT RELIED UPON ANY WARRANTIES OF ANY KIND MADE BY GRANTOR.

SUBJECT, HOWEVER, to all matters, restrictions, easements, encumbrances, limitations, reservations and covenants of record, if any, but this reference shall not operate to reimpose the same, together with taxes for 2023 and subsequent years (if any), and all applicable governmental, zoning and land use regulations.

TOGETHER, with all tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns in fee simple forever.

Grantor hereby specially warrants the title to the Property subject to the above-referenced encumbrances and restrictions and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no others.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered
in Our Presence:

WFC ASHFORD MILLS OWNER VII, L.L.C.,
a Delaware limited liability company

Print Name: _____

By: WFC Ashford Mills Holdings JV VII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: FCA Ashford, LLC,
a Delaware limited liability company,
its Administrative Member

Print Name: _____

By: _____

Name: Jesse R. Baker

Title: Authorized Signatory

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Jesse R. Baker, known to me to be the Authorized Signatory of FCA Ashford, LLC, the Administrative Member of WFC Ashford Mills Holdings JV VII, L.L.C., the Sole Member of WFC Ashford Mills Owner VII, L.L.C. on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of October, 2024.

Notary Public in and for the State of Massachusetts
My Commission expires on: _____

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a) Florida Administrative Code.

Exhibit B
Assignment of Easements
(Attached Hereto)

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Katie S. Buchanan, Esq.
KUTAK ROCK LLP
107 W. College Avenue
Tallahassee, Florida 32301

NON-EXCLUSIVE ASSIGNMENT OF EASEMENTS

This **ASSIGNMENT OF EASEMENTS** is executed as of this ___ day of October, 2024, by **WFC ASHFORD MILLS OWNER VII, L.L.C.**, a Delaware limited liability company, whose address is 500 Boylston Street, Suite 2010, Boston, Massachusetts 02116 (hereinafter called “**Assignor**”), in favor of **TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190 of the Florida Statutes, whose mailing address 2806 N. 5th Street, Unit 403, St. Augustine, Florida 32084 (hereinafter called “**Assignee**”).

W I T N E S S E T H:

That Assignor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers, and assigns to Assignee the non-exclusive easements described as:

THOSE CERTAIN “DRAINAGE EASEMENTS” AS MORE PARTICULARLY DEPICTED ON:

SHEARWATER PHASE 3A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 107, PAGES 65 THROUGH 79

SHEARWATER PHASE 3B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 113, PAGES 75 THROUGH 90

SHEARWATER PHASE 3C, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, PAGES 34 THROUGH 43

SHEARWATER PHASE 3G, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGES 37 THROUGH 62

ALL OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA (the “**Easements**”).

This Assignment of Easements shall be for the use and benefit of both Assignee and its successors and assigns.

THE ASSIGNEE ACCEPTS THE CURRENT AND FUTURE CONDITION OF THE EASEMENTS “AS IS,” “WHERE IS” AND “WITH ALL FAULTS”, AND ASSIGNOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE EASEMENTS AND ASSIGNEE HAS NOT RELIED UPON ANY WARRANTIES OF ANY KIND MADE BY ASSIGNOR. The Assignee is solely responsible for its use, maintenance, and activities in the Easements as of the date hereof.

The easement rights granted and assigned herein are not exclusive to Assignee, and Assignor shall be permitted to continue its use of said easements, so long as such use does not unduly interfere with Assignee’s use of said easements in any material respect.

[Page Ends Here – Signature Page Follows]

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered
in Our Presence:

**WFC ASHFORD MILLS OWNER VII, L.L.C.,
a Delaware limited liability company**

Print Name: _____

**By: WFC Ashford Mills Holdings JV VII, L.L.C.,
a Delaware limited liability company,
its Sole Member**

Print Name: _____

**By: FCA Ashford, LLC,
a Delaware limited liability company,
its Administrative Member**

**By: _____
Name: Jesse R. Baker
Title: Authorized Signatory**

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Jesse R. Baker, known to me to be the Authorized Signatory of FCA Ashford, LLC, the Administrative Member of WFC Ashford Mills Holdings JV VII, L.L.C., the Sole Member of WFC Ashford Mills Owner VII, L.L.C. on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this ___day of October, 2024.

Notary Public in and for the State of Massachusetts
My Commission expires on: _____

Tab 9



ForeverLawn Jacksonville

221 North Hogan Street | Suite 119 | Jacksonville, Florida 32202
 (904) 512-5920 | info@jax.foreverlawn.com | www.foreverlawnflorida.com

RECIPIENT:

Johnnie Verdell
 100 Kayak Way
 St. Augustine, Florida 32092
 Phone: 904-806-4832

Estimate #1263

Sent on _____

Total \$25,972.22

Product/Service	Description	Qty.	Total
ForeverLawn® K9Grass® Classic+ - With Installation	Rough Grade elevation to be set 3-4" below the finished elevation of the turf surface; To be supplied by others. Not Included in bid. This Turnkey Bid Includes Artificial Turf, Artificial Turf System, & Artificial Turf Installation. Turf quantity requirements reflected (SF) are based on the 15'-dimensional manufactured widths of the turf, including waste, to fit the prescribed turf area. Detailed Inclusions: ForeverLawn turf product; aggregate subbase system (3" .57 stone drain rock topped w/ 1" of fine aggregate); Composite nailerboard system for turf perimeter attachment; stainless steel fasteners; Micro-Mechanical seam tape; Turf bond adhesive; This is a non-infill product. All associated labor and miscellaneous materials. The installation is to be done per the manufacturer's published installation detail. Artificial Turf: ForeverLawn® K9Grass® Classic+ Summer Green Primary: Polyethylene monofilament; Turf Green dense secondary thatch layer: Heat set textured nylon monofilament; 7/8" Blade Height; 72 Oz. Product weight; Antimicrobial; Flow-thru backing.	1575	\$22,569.75
Excavation	Excavation of Sod / Vegetation / Dirt / Mulch / debris to accommodate artificial turf sub-base system	1323	\$2,646.00
Convenience Fee (cc payments)	3% fee for credit card payments ** this amount removed if paying via check**	1	\$756.47*

A deposit of \$12,986.11 will be required to begin.

Total \$25,972.22

By signing this quote, you are acknowledging the following:
 Payment terms: 50% prior to scheduling, 50% due upon completion of the work - unless otherwise stated in commercial subcontract or purchase order. A 10% late fee will be added to all outstanding balances after 7 days. Please make checks payable to ForeverLawn Jacksonville. Please include your quote number on the check.

A non-refundable convenience fee of 3.0% will be added for all credit card payments.

All work will be done in a professional manner and workmanship is guaranteed for two years from the date of installation. ForeverLawn LandScapes, K9Grass, Playground Grass, GolfGreens, and SportsGrass (non-field application) products



ForeverLawn Jacksonville

221 North Hogan Street | Suite 119 | Jacksonville, Florida 32202
(904) 512-5920 | info@jax.foreverlawn.com | www.foreverlawnflorida.com

Notes Continued...

carry 15-year product warranties through the ForeverLawn Closed Loop Warranty System (CLWS). SportsGrass in a field application comes with an 8-year product and installation warranty. Xerigrass products come with an 8-year warranty. Weeds are not covered under any warranty.

Changes to the scope of the project may require changes to the proposal and pricing. Due to product pricing considerations, this quote can only be guaranteed for 30 days from the date of this proposal.

Installation lead times vary. Please let us know if there are any specific days we should avoid for scheduling purposes, and keep in mind that scheduling is always tentative due to inclement weather and other extenuating circumstances.

* Non-taxable



S Y N L A W N

Proposal For

Jessica Knutelsky

100 Kayak Wy
St. Augustine, FL 32092

mobile: 904-342-3739
jessica.knutelsky@fsresidential.com

Location

100 Kayak Wy
St. Augustine, FL 32092

Terms

Due on receipt

100 Kayak Wy 32092

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Artificial Turf:Artificial Turf - Install approximately 1295 square feet of SYNTipede243 turf - Includes excavation as needed to get to 4" below grade - 4" aggregate base layer (57 stone/Limestone), compacted at >90% - Antimicrobial Infill - Disposal Included - Cap Sprinklers - Limited lifetime warranty on turf - 2-year workmanship warranty	1	\$ 21,691.00	\$ 21,691.00
Pavers - Install approximately 420 square feet in 4"x8" Sierra Pavers. This matches existing pavers on site, different style so color difference will not matter.	1 Per	\$ 5,040.00	\$ 5,040.00

Client Notes

I strongly recommend NOT doing a putting green area in designated spot. It will be a tripping hazard, with no real function behind it

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

SUBTOTAL	\$ 26,731.00
SALES TAX	\$ 0.00
TOTAL	\$ 26,731.00
DEPOSIT AMOUNT (50.0%)	\$ 13,365.50

Signature

x

Date:

Please sign here to accept the terms and conditions

Sales Reps

Danny
danny.barnes@synlawn.com



SYNLawn Responsibilities

SYNLawn will complete installation in a workmanlike manner. SYNLawn will not start, perform, alter, or finish installation except in accordance with applicable law. SYNLawn will either not start, or will immediately discontinue installation upon discovery of unforeseen hazardous conditions at the address of service. SYNLawn will not attempt to remediate such conditions. SYNLawn is not responsible for identifying property lines, easements, covenants, or other legal encumbrances to which the service address is subject. SYNLawn is not responsible for any claims made against you related to such issues. And you indemnify SYNLawn against any such claims. SYNLawn will not modify security systems to accommodate installation.

Your Additional Responsibilities

You agree to pay SYNLawn according to the terms and conditions of this agreement. If the service address is subject to any easements, covenants, or other legal encumbrances that could affect installation you agree to let SYNLawn know about them before installation. You agree to facilitate the location of utility lines. You are responsible for identifying property lines. You agree to ensure that work areas are free of pre-existing physical or environmental hazards, and building/zoning code violations. You agree to provide SYNLawn access to work areas during working hours and provide access to sanitary facilities or pay the facility's rental costs. You agree to ensure any security systems you have will not interfere with installation. You agree to provide power to, and, as applicable, climate control in work areas. You agree not to allow unattended minors at your service address while SYNLawn is present. You agree to control and keep pets away from work areas. If Applicable, you agree to keep posted permits on display at all times. You agree that if you or anyone you control interferes with or delays installation, you may be subject to transportation/storage, travel, re-mobilization, charges or other resulting charges. You agree not to assign or transfer this agreement.

Returns

Special order merchandise that is custom made, i.e., uniquely altered, color-matched, shaped, sized, logos or otherwise uniquely designed or fitted to accommodate the requirements of a particular space or environment is non-returnable. Exceptions: Cancellations made by midnight on the third business day after the date of your purchase, merchandise incorrectly ordered by SYNLawn, or merchandise damaged beyond repair in delivery. Unless otherwise specified in this agreement, all returns must be made within SYNLawn posted time frame.

Installation Warranty

SYNLawn warrants the workmanship of the installation for a period of one (2) years from its completion date. Provided you make a claim of defect to SYNLawn during the warranty period, SYNLawn will arrange for repair at no charge to you of any defects due to faulty workmanship. SYNLawn's warranty does not cover damage caused by abuse, misuse, neglect, melting from high efficiency window glare (see below for more details), melting from vinyl fences or improper care/cleaning. SYNLawn expressly denies any other warranties. Your synthetic grass is warrantied per the manufacturer's warranty and no other warranties apply.



Reflective Melt

Synlawn sales staff and installation experts will always try to identify areas that are at a risk of reflective melt. Melt happens when the turf reaches a surface temperature of roughly 160 degrees or above. This can occur in, but not limited to, the following situations: glare from double pane windows, glare from vinyl fences (mainly white vinyl), reflection from stainless steel grills, or anything else that reflects directly onto the turf.

Synlawn Staff will do its best to identify these risks but it is impossible to identify these risks with 100% accuracy based the time of day, cloud conditions, or the time of year we visit the property. We ask that the client help to identify the areas of risk leading up to the installation date so we can guide you through the proper mitigation methods (tinting windows, sanding down the shine on vinyl fences, etc).

Mechanics' Lien Warning

Anyone who helps improve your property, but who is not paid in full, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid sub-subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. Liens can also affect your credit. To preserve their rights to record a lien, each sub-contractor and material supplier must provide you with a document called a "20-day Preliminary Notice". This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he/she is not paid.

Contract Payment

Payment of the contract is due in (2) equal non-refundable installments unless an alternate agreement between the customer and SYNLawn sales rep is provided in writing. The first payment is due upon execution of this contract and allows SYNLawn to order the material necessary for the job. The second final payment is due upon substantial completion of your SYNLawn installation. You will be charged 11% per annum interest compounded monthly on all unpaid amounts due under terms of this contract. If SYNLawn is forced to pursue payment through legal means, you will be responsible for all interest, court cost and attorney's fees incurred.

The Owner shall pay SYNLawn for the material and labor performed under this agreement of the total sum, plus applicable taxes, subject to additions and deductions, pursuant to authorized change orders. Payment shall be as follows:

1. 50% deposit paid on the day that this agreement is made
2. 50% due with 24 hours of the completion of the project

Amendments: Any and all agreements by the parties that amend, change, or revise the agreement shall be binding even if such amendments may lack formal legal consideration, provided such agreements are in writing and executed by the party agreeing to bind thereby.

If there is such a charge for such amendment change, or revision, the additional charge will be added to the contract price of this agreement.

Breach: Any failure to make payment when due, shall be deemed a material breach of contract.



SYNLAWN will cease work without breach pending payment resolution of any dispute. All disputes hereunder shall be binding arbitration in accordance with the rules of the American Arbitration Association.

Entire Agreement: This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous proposals, or agreements, oral, written, and all negotiations, conversations, and discussions hereto between the parties related to the subject matter of this agreement.

Validity: If any part of this agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination the remainder of this agreement shall remain in full force and effect provided the part of this agreement thus invalidated or declared unenforceable is not essential to the intended operation of this agreement.

Applicable Law: This agreement shall be construed in accordance with the laws of the State of Florida.

Miscellaneous- In addition, the following general provisions shall apply:

1. All work shall be completed in a professional workmanlike manner.
2. SYNLAWN warrants it is adequately insured for all injury to SYNLAWN employees and other incurring loss or injury as a result of acts SYNLAWN or SYNLAWN employees and subcontractors during installation.
3. SYNLAWN agrees to leave the property in good, clean condition. SYNLAWN will attempt by all means to protect personal property, lawn, shrubs, plants, landscaping and areas of ingress/egress during the installation process. Even though SYNLAWN will do their best to protect these areas, damage may occur in some instances, and SYNLAWN cannot be held responsible for damage and/or repairs.
- **Sod Areas:** SYNLAWN needs access to and from worksite. If we have to track over sod, we will do our best to supply plywood (if available) and other means to protect to ground but will not be held responsible for damage of sodded areas
- **Driveways:** In most cases, SYNLAWN will need to stage materials and equipment in driveways. SYNLAWN will not be held responsible for cracks, scratches/scraps, or discoloration from our materials and equipment. If client will not allow use of their driveway, they provide alternative storage space to be approved by SYNLAWN prior to the execution of the contract

4. SYNLAWN will not be liable for any delay due to circumstances beyond its control including: weather, casualty, or general unavailability of material. Customer is required to notify SYNLAWN of a cancellation or postponement 24 hours prior to final installation which is subject to a \$500.00 cancellation/postponement fee that will be added to the final balance. Special ordered merchandise that is custom made is non-refundable.
5. Warranty: SYNLAWN turf has a lifetime warranty as specified under the SYNLAWN warranty at (www.synlawn.com) within the products tab.



SYNLAWN®

Terms and Conditions

6. Unless specified in the agreement, it is not within the job scope to move, replace, or repair piping or sprinklers. Hidden objects and conditions are not the responsibility of SYNLawn. The customer is responsible for ensuring utilities, irrigation piping and sprinklers will not interfere with the installation process and is responsible for any damage and/or repairs.

By Accepting the proposal and/or paying the deposit for our services you agreed to these terms and conditions.



Proposal For

Shearwater Community

100 Kayak Wy
St. Augustine, FL 32092

main: 9043423739
mobile: 9048064832
belynda.tharpe@fsresidential.com

Location

100 Kayak Wy
St. Augustine, FL 32092

This job requires a deposit of \$6829.70

100 Kayak Wy 32092

Terms

Due on receipt

ITEM DESCRIPTION	QTY	RATE	TOTAL
1) Coastal Job Description Jacksonville Approximate Project size: 1,095 Turf sq ft. 540 sf pavers installation Customer to provide pavers	1	\$ 13,938.15	\$ 13,938.15

Turf Product: Top Turf Top Midnight.

Warranty: 2 Year Workmanship, 10 Year Turf Product.

Scope of Work:

1. Foundation Establishment: Excavate existing soil 3-4" and dispose. Roughly grade the area and install poly-border around entire perimeter. Cap/remove 5 sprinkler heads as requested (potentially more). Aggregate rock base compacted 3-4" throughout area to create a sturdy foundation for the turf.

2. Turf Installation: Our skilled team will professionally place, cut, and seam the turf in accordance with manufacturer specifications, providing minimal seams and a visually appealing result.

3. Secure Edges and Seams: Perimeter edges and seams will be secured using a staples, providing a strong and long-lasting hold. All seams will feature seam tape ran underneath entire length of seam with glue, providing a secure bond and in a way hat seams are hardly noticeable. In some instances, nails may have to be used for securing seam(s).

4. Silica Sand Infill: To enhance the turf's performance and appearance, a top coat of Silica sand infill will be brushed in using power broom once turf is installed. This will enhance the look and increase the longevity of the turf.

*Coastal Synthetic Turf is not responsible for obtaining permits for this project. Measurements include a small margin of turf to ensure accurate material needed for installation.



2701 NW 107th Ave/ 506 commerce way
Miami, FL, 33172/Jupiter FL, 33458

Proposal #13829
Created: 09/06/2024
From: Scott Mazza

*3% Credit Card Fee Will Be Added For Credit Card Payments.
*9% Finance Fee Will Be Added For ALL Financed Projects.
- NO FEES CURRENTLY APPLIED.

2) Discount	1	\$ 278.76	\$ 278.76
Monthly Sales Promotion			

Client Notes

Removal of sprinkler system on either side.



1. TOP TURF and Coastal ST represents and warrant that any installer selected by TOP TURF LLC and Coastal ST has liability insurance and workmen's compensation insurance for the work it will perform.

Top Turf and Coastal ST will only be required of repair free of charge defects pertaining to installation by performed by Top Turf and or Coastal ST. Top Turf LLC and Coastal Synthetic Turf is NOT responsible and or required to repair or replace anything that has been damaged as the result of an accident, vandalism, misuse, intentional or unintentional abuse neglect of cleaning products or chemicals, animals, adhesives, plastic items/pools, metal or vinyl fencing burns other negligence, regular wear and or tear, or natural disasters will require an estimate to repair.

2. Permits; Approval. The Purchaser shall at its own expense, obtain necessary permits necessary for the work to be performed if required. If applicable, Purchaser must obtain permission and/or approval from their homeowner's association so that TOP TURF LLC / Coastal ST and or contractors are provided access to the property and is able to complete the work.

3. 50% Deposit required before project initiation and the remaining 50% balance to be paid upon completion. DEPOSITS ARE NON REFUNDABLE

4. Condition of Premise

TOP TURF LLC and Coastal ST makes no representations or warranties with respect to the existence or absence of rocks, boulders, tree stumps, irrigation, fencing, landscaping or other similar conditions that may interfere with the preparation of the site and the installation of the Turf on the Purchaser's property. Organic material such as sod grass will be removed and included as part of the installation cost.

5. Completion of Work; Force Majeure.

TOP TURF LLC and Coastal ST agree to promptly finish the work within the agreed upon time frame, subject to the terms and conditions in this Contract. TOP TURF / Coastal ST shall not be liable for any delay or agreed upon start date due to circumstances beyond its control including but not limited to labor strikes, casualty, weather and/or any act of God or nature.

6. Top Turf LLC and Coastal ST are not responsible for damage to real property caused by a natural disaster, including Hurricanes, Tornadoes, flooding and fire

7. Top Turf LLC and Coastal ST reserve the right to send Notice to owner and submit a Lien on the property in case of non payment within one week of project completion, if Top Turf LLC and Coastal Synthetic turf file a lawsuit to collect non payment, the prevailing party will be entitled to reasonable attorneys fees and costs including on appeal

8. No Cancellations: Because of custom assembly process of work. The sale under this agreement is final. Customer may not cancel or revoke. This Agreement after acceptance of the down payment by customer, if customer terminates the order prior to installation, company shall be entitled to retain damages up to the amount of the down payment. ALL SALES ARE FINAL

A. ENTIRE AGREEMENT: This Contract embodies the entire agreement between these parties and cannot be waived or amended except by written instrument executed by both parties. This agreement is construed under laws of the state Florida. Customers sole responsibility to review all materials before installation. Customer must review Product once arrived to make sure it matches chosen sample before installation.

***Warranty is limited to fabrication and installation of product, it does not and will

TOTAL \$ 13,659.39

DEPOSIT AMOUNT (50.0%) \$ 6,829.70

Payments as low as \$193/month

[Learn more](#)



2701 NW 107th Ave/ 506 commerce way
Miami, FL, 33172/Jupiter FL, 33458

Proposal #13829

Created: 09/06/2024

From: Scott Mazza

*not cover any damage created by humans, pets, PVC and metal fences, plastic toys,
glass from windows and doors, burnt marks and landscapers*

***2yrs workmanship warranty on all Top Turf/ Coastal installations, inspection
required by Sales person and or operations*

*** Moles, nuisance animals and or weeds are not covered under any of our
installation guarantees or warranties. Responsibility for the mitigation is of the
homeowners.***

*** ALL DEPOSITS ARE NON REFUNDABLE ONCE PROJECT HAS BEEN ACCPETED
AND SIGNED*

Signature

x

Date:

Please sign here to accept the terms and conditions

Sales Reps

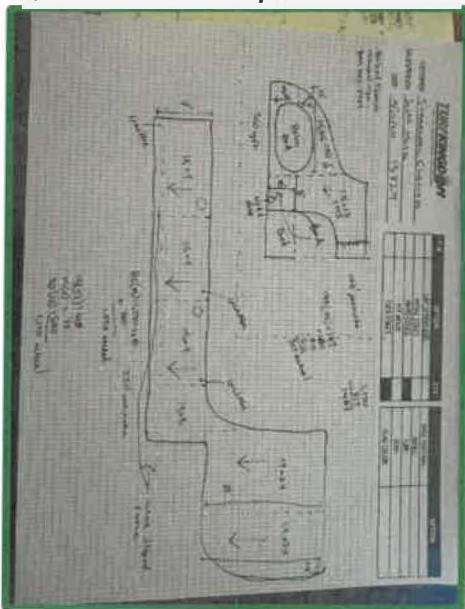
Scott Mazza

Mobile: 9048401385

scott@coastalsyntheticurf.com

Photos

1) Coastal Job Description Jacksonville





2701 NW 107th Ave/ 506 commerce way
Miami, FL, 33172/Jupiter FL, 33458

Proposal #13829
Created: 09/06/2024
From: Scott Mazza

Tab 10

Attached, you will find all 3 proposals for the Slide and Slide Tower.

IPS: The price includes painting for steel and wood structures, totaling **\$29,982.99**. Staff favors this bid over the others.

E andblast: The price includes painting for steel and wood structures, totaling **\$62,995.00**.

Safe Slide Restoration: We are looking at option B for the painting, proposed for \$47,079.00 and option B for the steel structure, proposed for \$188,760.00. Totaling to **\$235,839.00**.



Craig Ingersoll
 Owner/Operator
 904.537.1344
 info@idealpainsolutions.com

Estimate

Ideal Paint Solutions
 89 Inkwood Court

St. Augustine, Florida 32092
 904.537.1344

CONTACT	JOB ADDRESS	ESTIMATE ID	DATE
Belynda Tharpe First Service Residential St. Augustine, Florida Belynda.Tharpe@fsresidential.com Jessica.Knutelsky@fsresidential.c	Shearwater 100 Kayak Way St. Augustine, FL 32092	165	Nov 25, 2024

Item

Hand Rails and Gray Steel beams

Metal Railings (1), Scrape, Sand, & Prime
 Railings and framework will be sanded prior to cleaning. Areas of rust or corrosion build up will be hand tooled or power grind off.
 Rust Prohibitor will be applied to areas containing rust once rust is removed. Areas will be hand cleaned with appropriate detergent and pressure washed prior to applying primer and paint.

Steps

Needle Gunning Rust (moderate build up) (65)
 Previously painted areas of the steps will be power sanded. A needle gun and grinder will be used to remove surface rust. Areas will be thoroughly cleaned with appropriate detergent prior to applying rust prohibitor, primer, and paint.

Underneath landings (corrugated steel)

Scrape, Sand, & Prime
 Peeling paint will be removed by hand. Any paint that does not come off by hand will be removed either chemically, light sanding, and/or pressure washing. Once area is properly prepared we will apply a full coat of marine grade primer followed by a full coat of marine grade paint.

Brown Metal Stantions

Scrape, Sand, & Prime

The brown portions of the metal framework will be lightly sanded. Additional hand tooling with a power grinder may be used in more problematic areas with heavy corrosion. Any areas of rust will have a marine grade rust prohibitor applied to it after appropriate cleaning.

Tower Overhead Ceiling (wood)

Light Sand

We will scrape and lightly sand any areas of peeling paint from the top wooden portions of the tower.

Any areas where old paint is removed will have a wood primer applied to it after thoroughly cleaned but before painted.

Slide Frame

Scrape, Sand, & Prime

We will lightly sand areas with no corrosion. Areas with heavy build up of corrosion will be hand tooled to remove build up. After cleaning with appropriate detergent we will apply a marine grade primer prior to topcoat of paint.

Slide

Light Sand

We will lightly sand with a high grit sand paper (automotive). Just enough to assist with adhesion but not enough to scour or gouge the fiberglass shell. We will thoroughly clean prior to applying paint appropriate for the substrate.

Scaffolding

45ft high of rented scaffolding for a one month duration.

Scaffolding will be supplied by Andy's rentals of St. Augustine.

Crew will set up and breakdown scaffolding.

Additional labor for breakdown and set up of scaffolding (x4)

The scaffolding will need to be set up and taken down four times.

Additional Materials for preperation and painting of Slide Tower

Additional Items include wire wheels, roller covers, plastic, tape, and other sundries.

This cost also includes Simple Green Industrial Cleaner. Strong enough for the job but environmentally friendly.

This also includes the marine grade rust prohibitor.

Slide Tower & Slide

Power Wash (1)

Areas with heavy build up of corrosion will need to be hand cleaned prior to or along with pressure washing.

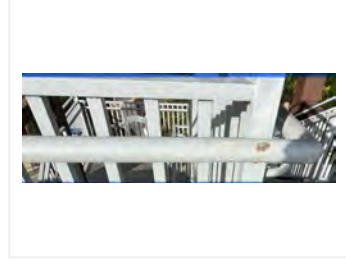
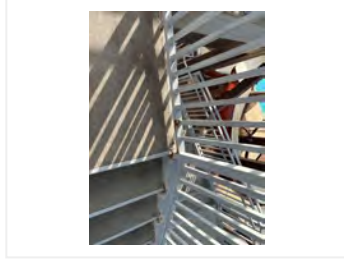
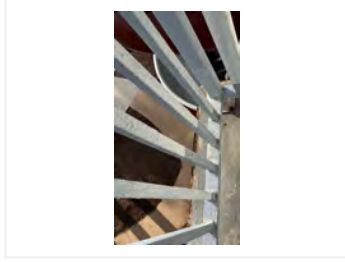
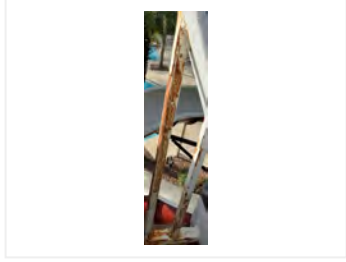
Two - Three pressure washers will be in service for this portion.

Bottom area of tower (wood)
Scrape, Sand, & Prime

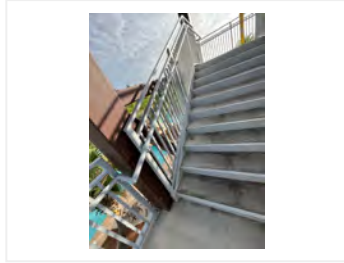
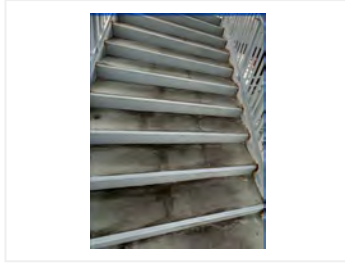
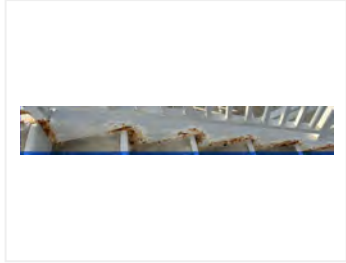
Total	\$29,982.99
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Media

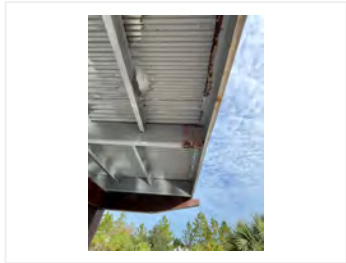
Hand Rails and Gray Steel beams



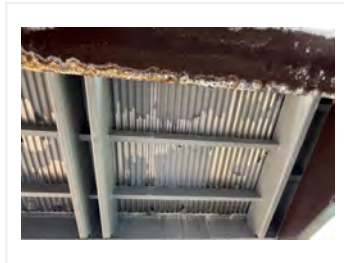
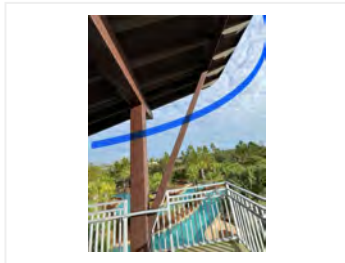
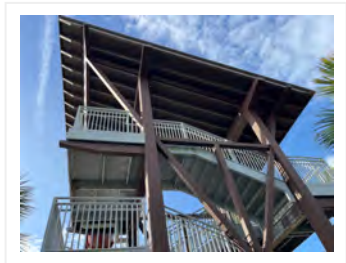
Steps



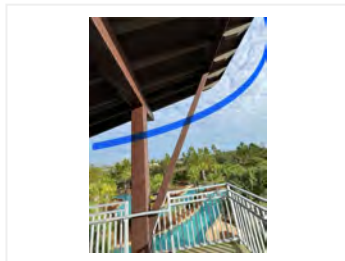
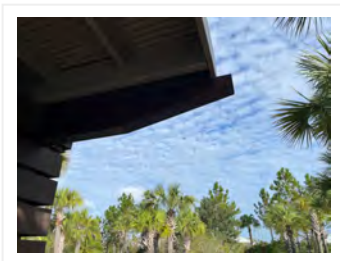
Underneath landings (corrugated steel)



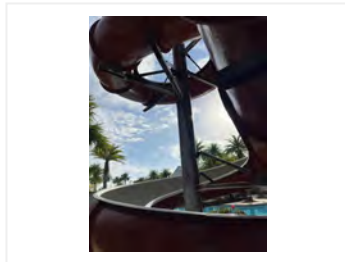
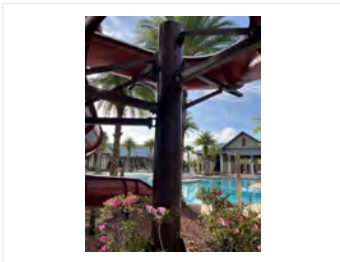
Brown Metal Stantions



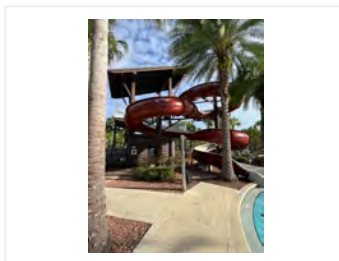
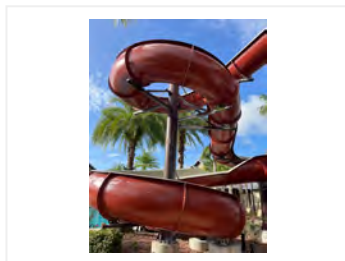
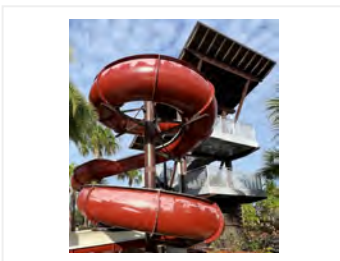
Tower Overhead Ceiling (wood)



Slide Frame



Slide



Ideal Paint Solutions agrees to furnish the labor, materials, and supplies necessary to perform the services per the terms and conditions in this Contract. Upon completion of the services, Ideal Paint Solutions will remove all materials, supplies, and other debris.

1. Project Description/Scope of Work

Please take special note of the job description. Ideal Paint Solutions is not required to perform any tasks not specified in the estimate.

2.Exterior

-
- Ideal Paint Solutions will cover all necessary areas prior to painting.
- Drops will be used while removing paint as well as during painting.
- All surfaces will be prepared prior to painting.
- Rust will be removed by hand tooling. Peeling paint will be removed by hand and light sanding (if necessary) A high grit sand paper will be used if necessary so as not to scour or damage the metal coating.
- A marine grade rust prohibitor will be applied to all rusted areas.
- A marine grade primer will be used on all areas where paint has been removed.
- Special caution will be demonstrated at pools edge to minimize any debris from entering pool (a tarp will be placed over the pools edge where work is being performed).
- All cracks in wood will be filled with caulking.

When the project is complete, all job sites will be cleaned prior to leaving.

3. Paint/Materials

The materials within this estimate are based on the best overall products for the present condition and future protection of the Slide and Tower. If the board chooses to look into other products due to budget, we can do that. I recommend these products based on my experience in preparing and protecting areas of various materials against ongoing corrosive environments. I stand by my recommendation but will inevitably go with the boards decision.

-
- The estimate provided by Ideal Paint Solutions includes the cost for paint and other materials.
-
- Customers must choose colors at least one week prior to the project start date. Additional charges may apply if the customer changes colors after work begins.
-
- All surfaces will receive adequate coats of paint to cover (unless stated otherwise on the estimate)
- For complete uniformity we will paint over the bolts on the slide and framework. This will add an extra layer of protection as well.
- ****Please Note: Some accent colors are inherently less opaque and may require more than two coats to achieve a satisfactory and uniform appearance. Therefore, using these colors may result in additional**

costs. If these colors are selected, customers will be notified before work begins in that area.**

-

4. Unforeseen Conditions

If any unforeseen repairs arise, the customer will be notified, and an additional work order will be written up for the customer to sign for.

5. Painting Schedule

Customers will be notified of the project start date at least two weeks in advance. If the customer needs to reschedule, additional charges may apply.

6. Customer Responsibility

-

- The job site must be clean prior to our painters arriving. Please remove all items underneath the slide in the enclosed area.
- Ideal Paint Solutions will not be liable for any items not removed prior to work beginning.

-

- The work area must be free of other trades.

-

- The customer must be available on the last day of the project for a thorough walk-through with the crew lead.

-

7. Work Standard

-
- Ideal Paint Solutions is a member of the PCA (Painting Contractors Association) and follows all proper work protocol and craftsmanship per industry standards.
- We are also members of AAMP and are well versed in all matters of coating procedures.
- Painters will remain on site until the project is fully complete.
-

8. Insurance

We carry three million in General Liability Insurance.

We have workman's comp coverage for up to 10 persons

We can have Shearwater listed as additionally insured to our policies upon request.

9. Warranty

-
- Ideal Paint Solutions warranty covers labor and materials for one (1) year upon completion of the project
-
- This warranty excludes:
 -
 -
 - Incidental damage caused by accident or abuse, normal wear and tear, temperature changes (hail, wind, snow, moisture etc.), and cracks caused by expansion.
 -
 - Painted or stained horizontal walking surfaces
 -

- This warranty is transferable.

-

10. Cancellation

The customer has the right to cancel the project within three days of acceptance. Please email us to notify your cancellation.

11. Acceptance

-

- Please indicate your acceptance of this estimate by clicking the “Accept” button and virtually signing.

-

- By accepting this contract, I acknowledge that I have read and understood the terms of this proposal.

-

12. Payment

-

- Customer must pay 25% deposit of total estimate price upon acceptance of estimate. The project cannot begin until the deposit is paid.

-

- We receive Check or Bank Transfer as methods of payment.

-

- The remainder of the total will be paid upon completion of the project.

-

ESTIMATOR SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE

Estimate #165 for Belynda Tharpe
Total value: \$29,982.99



Endrit Zykaj, Owner
elitesandblastingandpainting@gmail.com
904.477.6027
www.espflorida.com

Shearwater: Waterslide

OVERVIEW

Please review the outline of our approach. Includes all steel & elements: the waterslide, brackets and braces, steel beams and stairwell. The extensive preparation consists of manually grinding all visible rust, corrosion, and chemical residue throughout the slide and stair systems. The implementation of the project includes sectional containment, encapsulation, corrosion removal, manual light sanding, equipment, surrounding vegetation and pool protection, and pedestrian diversion. Our company performs work under the direction of OSHA, EPA, NACE guidelines.

SOW

- Mobilization & Staging
- Equipment & Tools
- Containment
- Grinding, Sanding
- Encapsulation, Capture
- Safety and Traffic Diversion
- Removal
- Final Inspections
- Coating applications
- Final

Contingencies

- Pool intake sealed when performing
- Noone allowed through grinding area
- Access to all areas in sequence
- Staging area required
- Access to stairs restricted
- Payment upon completion
- Timeline weather dependent

COMPANY DATA

ESP, Elite Sandblasting and
Painting Inc
1100 Candlebark Dr
Jacksonville, FL 32225

NAICS - 238320, 562910,
238290, 32552, 238890
PSC - 8010

UEI - C1NRTHLDLGA5 CAGE - 8ZM14

Certifications - JSEB, C7, OSHA, OSHA
Safety Leadership for Supervisors
Lead Abatement, JEA 2 Ho

SOW

1. Mobilization: staging area for equipment and materials. Includes: articulating 45ft boom, tarping work area, zoning, grinding and coating removal capture area, tagged and removal containers, and preparation materials.
Total: \$1850
2. Safety and Traffic: outlining the area with safety markers, safety meeting with all involved, develop plan for continuous pedestrian traffic and diversion, and scheduling disposal of contaminants.
Total: \$1,000
3. Preparation: pressure washing with biodegradable chemicals the slide and components, and staircase. Includes the boom, constructing containment around the sections of work and identifying steel, stairs, joist's, brackets, and core structure (marking visible rust, corrosion throughout, concentrating on brackets, steel beams, risers, steps), heavy mil tarps, clamps, tape, and shell construction (if necessary). Completely sealed area for quality control. Estimated 4-5 days to contain & grind, 3-4 member team, PM, weekly reporting, and Owner management.
Total: \$7,750
4. Execution for sound substrate: safety checklist for equipment and employees, removal by manual grind and sanding methods of loose coatings or paint detachment, rust scale (evaluating rust scale referring to *ISO 8501* standards), corrosion, and contaminants. Sweep, final vacuum, and bags for materials, tagging bags for disposal; and final clean for coatings. Clean treated and immediate areas prior to coating, final clean. Estimated 15 days, 3-4 member team, PM, weekly reporting, and Owner management.
Total: \$32,650
5. Coating: spot priming & priming existing steel, sanded and grinded areas. Spot priming with the Macropoxy646 prior to the complete encapsulating application of the Macropoxy 646 as an initial and intermediate coat. Final coat of the Acrolon 218 or comparable to the slide and slide components along with the brown steel beams. Sherwin Williams Waterbased alkyd urethane will be used in the stair sections.
Total: \$19,745
6. Final: review for touch ups, final clean of area, final walk through for approvals.

Total for abrasive blasting Only: **\$62,995**

Elite Sandblasting and Painting Inc

Standards and Practices:

OSHA ref. 1910.94,95,132,133,134,1000, and 1200.

EPA CWA: Clean Water Act, OW: Office of Water, NPDES: National Pollutant Discharge Elimination System.

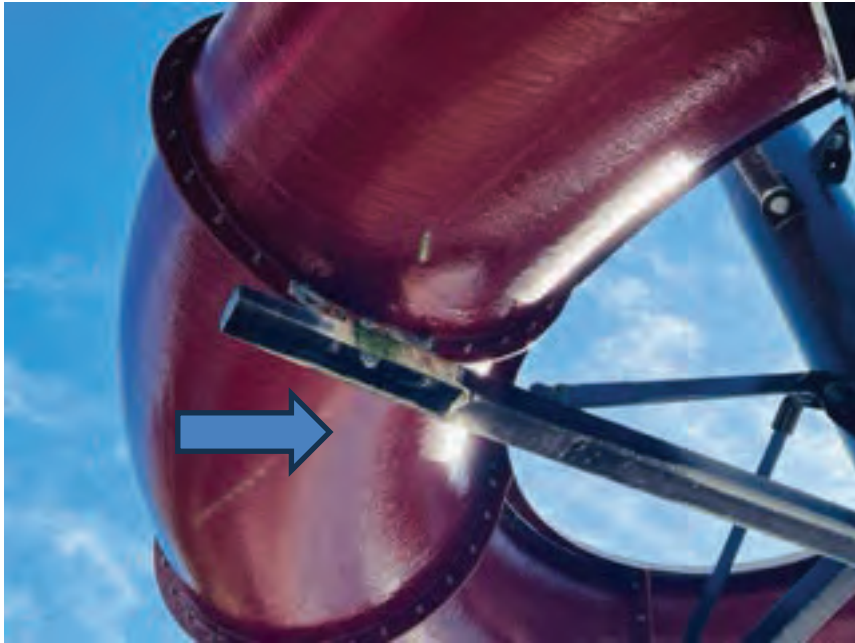
SSPC/NACE SP2,SP3,SP13,SP PA1,SP PA5,SP PA QP 1-2, SP PA QP6, SP PA QP9,Guide 6, Guide 10,TR 4
Paint 36, Paint 38, and Paint 43.

Certifications OSHA 10 hour, OSHA Safety Leadership Development for Supervisors, OSHA aerial lift trained, DOT Abrasive blasting, JSEB, AMPP blasting C7, Lead Abatement, and various commercial coatings installation training.

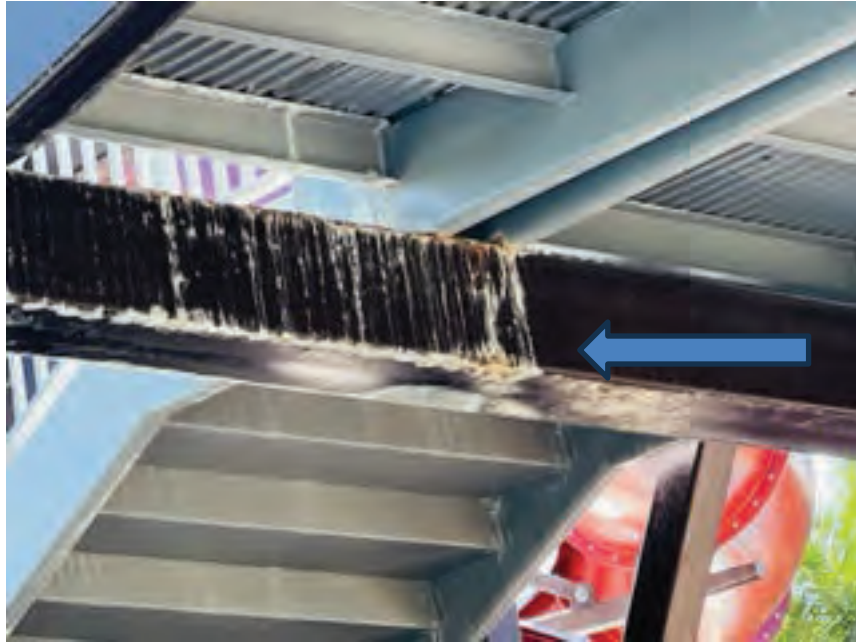


Focused Area Images









Thank you for the consideration.
ESP



Protective & Marine Coatings
PRODUCT DATA SHEET



MACROPOXY® 646
FAST CURE EPOXY MASTIC

Revised: January 20, 2023

PRODUCT DESCRIPTION

MACROPOXY 646 Fast Cure Epoxy Mastic is a high solids, high build, fast drying, polyamide epoxy designed to protect steel and concrete in industrial exposures. Ideal for maintenance painting and fabrication shop applications. The high solids content ensures adequate protection of sharp edges, corners, and welds. This product can be applied directly to marginally prepared steel surfaces.

INTENDED USES

- Recommended for marine applications, refineries, offshore platforms, fabrication shops, chemical plants, tank exteriors, power plants, water treatment plants, and mining and minerals industry
- Factory ground formulas are available for subsea/immersion service. For a full list of shades please consult Sherwin-Williams

PRODUCT DATA

Finish:	Semi-Gloss
Colors:	Mill White, Black and a wide range of colors available through tinting
Volume Solids:	72% ± 2%, mixed, Mill White
VOC (mixed):	<250 g/L; 2.08 lb/gal
Mix Ratio:	1:1 by volume
Typical Thickness:	

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	7.0 (175)	13.5 (338)
Dry mils (microns)	5.0* (125)	10.0 (250)
~Coverage sq ft/gal (m²/L)	115 (2.9)	230 (5.8)

Theoretical coverage **sq ft/gal (m²/L) @ 1 mil / 25 microns dft** **1152** (28.2)

*May be applied at 3.0-10.0 mils (75-250 microns) dft as an intermediate in a multicoat system.

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Shelf Life:	36 months, unopened Store indoors at 40°F (4.5°C) to 110°F (43°C).
Flash Point:	91°F (33°C), TCC, mixed
Reducer/Clean Up¹:	VOC Restricted Areas (<250 g/L): use Reducer #111 or Oxsol 100
Weight:	12.9 ± 0.2 lb/gal ; 1.55 Kg/L, mixed, may vary by color

¹Other areas (<340 g/L): use Reducer #111, Oxsol 100, Reducer #15, Reducer #58, or MEK up to 10%. Choose a reducer that is compliant in your area. Confirm compliance with state and local air quality rules before use.

Average Drying Times @ 7.0 mils (175 microns) wet:

	35°F (1.7°C)	77°F (25°C)	100°F (38°C)
	50% RH	50% RH	50% RH
Touch:	4-5 hours	2 hours	1.5 hours
Handle:	48 hours	8 hours	4.5 hours
Recoat:			
minimum:	48 hours	8 hours	4.5 hours
maximum:	1 year	1 year	1 year

Cure to service:

atmospheric:	10 days	7 days	4 days
immersion:	14 days	7 days	4 days

Average Drying Times as intermediate @ 5.0 mils (125 microns) wet:

Touch:	3 hours	1 hour	1 hour
Handle:	48 hours	4 hours	2 hours
Recoat:			
minimum:	16 hours	4 hours	2 hours
maximum:	1 year	1 year	1 year

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

Paint temperature must be 40°F (4.5°C) minimum.

Pot Life:	10 hours	4 hours	2 hours
Sweat-in-time:	30 minutes	30 minutes	15 minutes

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Minimum recommended surface preparation:

Iron & Steel:	Atmospheric: SSPC-SP2/3/ ISO8501-1:2007 St 2 or SSPC-SP WJ-3 / NACE WJ-3L Immersion: SSPC-SP10 / NACE 2/ ISO8501-1:2007 Sa 2.5, 2-3 mil (50-75 micron) profile or SSPC-SP WJ-2/NACE WJ-2L
Stainless Steel:	Atmospheric: SSPC-SP16, 1 mil (25 micron) profile
Aluminum & Galvanizing:	SSPC-SP1. If surface has not been weathered for more than 6 months, follow SSPC-SP1 then SSPC-SP16. For fire proofing projects, consult a Sherwin-Williams representative for surface preparation requirements.
Concrete & Masonry:	Atmospheric: SSPC-SP13/NACE 6, or ICRI No. 310.2R CSP 1-3 Immersion: SSPC-SP13/NACE 6-4.3.1
Ductile Iron Pipe:	Atmospheric: NAPF 500-03-03 Power Tool Cleaning Buried & Immersion: NAPF 500-03-04 Abrasive Blast Cleaning Cast Ductile Iron Fittings: NAPF 500-03-05 Abrasive Blast Cleaning



Protective & Marine Coatings
PRODUCT DATA SHEET



MACROPOXY® 646
FAST CURE EPOXY MASTIC

APPLICATION	APPLICATION CONDITIONS																																																																											
<p>Airless Spray*</p> <p>Pump 30:1 Pressure 2800-3000 psi (193-206 bar) Hose 1/4" ID (6.3 mm) Tip 0.17"-0.23" (0.43-0.58 mm) Filter 60 mesh Reduction As needed up to 10% by volume</p> <p>Conventional Spray*</p> <p>Gun DeVilbiss MBC-510 Fluid Tip E Air Nozzle 704 Atomization Pressure 60-65 psi (4.1-4.5 bar) Fluid Pressure 10-20 psi (0.7-1.4 bar)</p> <p>Brush* Brush Nylon/Polyester or Natural Bristle</p> <p>Roller* Cover 3/8" woven with solvent resistant core</p> <p>Plural Component Spray Acceptable</p> <p>*Reduction¹ VOC Restricted Areas (<250 g/L): use Reducer #111 or Oxsol 100</p> <p>¹Other areas (<340 g/L): use Reducer #111, Oxsol 100, or Reducer #15 up to 10%. Choose a reducer that is compliant in your area. Confirm compliance with state and local air quality rules before use.</p> <p>If specific application equipment is not listed above, equivalent equipment may be substituted.</p>	<p>Temperature: Air: 35°F (1.7°C) minimum, 120°F (49°C) maximum Surface*: 35°F (1.7°C) minimum, 250°F (120°C) maximum Material: 40°F (4.5°C) minimum At least 5°F (2.8°C) above dew point</p> <p>Relative humidity: 85% maximum</p> <p>*Application to surfaces above 120°F (49°C) is not recommended in VOC Restricted Areas (≤250 g/L). When spraying a surface above 120°F (49°C) in other areas (>250 g/L), please consult with your Sherwin-Williams representative.</p>																																																																											
RECOMMENDED SYSTEMS	APPROVALS																																																																											
<table border="1"> <thead> <tr> <th>Dry Film Thickness / ct.</th> <th>Mils</th> <th>(Microns)</th> </tr> </thead> <tbody> <tr> <td>Steel & Ductile Iron, Immersion & Atmospheric</td> <td></td> <td></td> </tr> <tr> <td>2 Cts. Macropoxy 646</td> <td>5.0-10.0</td> <td>(125-250)</td> </tr> <tr> <td>Steel, Organic Zinc Primer, Atmospheric</td> <td></td> <td></td> </tr> <tr> <td>1 Ct. Zinc Clad IV (85)</td> <td>3.0-5.0</td> <td>(75-125)</td> </tr> <tr> <td>1 Ct. Macropoxy 646</td> <td>5.0-10.0</td> <td>(125-250)</td> </tr> <tr> <td>Steel, Inorganic Zinc Primer, Atmospheric</td> <td></td> <td></td> </tr> <tr> <td>1 Ct. Zinc Clad II (85)</td> <td>2.0-4.0</td> <td>(50-100)</td> </tr> <tr> <td>1 Ct. Macropoxy 646</td> <td>5.0-10.0</td> <td>(125-250)</td> </tr> <tr> <td>Steel, Organic Zinc/Epoxy/Urethane Topcoat</td> <td></td> <td></td> </tr> <tr> <td>1 Ct. Zinc Clad IV (85)</td> <td>3.0-5.0</td> <td>(75-125)</td> </tr> <tr> <td>1 Ct. Macropoxy 646</td> <td>3.0-10.0</td> <td>(75-250)</td> </tr> <tr> <td>1 Ct. Acrolon 7300</td> <td>2.0-4.0</td> <td>(50-100)</td> </tr> <tr> <td>Steel, Inorganic Zinc/Epoxy/Urethane Topcoat</td> <td></td> <td></td> </tr> <tr> <td>1 Ct. Zinc Clad II (85)</td> <td>2.0-4.0</td> <td>(50-100)</td> </tr> <tr> <td>1 Ct. Macropoxy 646</td> <td>3.0-10.0</td> <td>(75-250)</td> </tr> <tr> <td>1 Ct. Acrolon 7300</td> <td>2.0-4.0</td> <td>(50-100)</td> </tr> <tr> <td>Steel, Organic Zinc/Epoxy/Polysiloxane Topcoat, Atmospheric</td> <td></td> <td></td> </tr> <tr> <td>1 Ct. Zinc Clad IV (85)</td> <td>3.0-5.0</td> <td>(75-125)</td> </tr> <tr> <td>1 Ct. Macropoxy 646</td> <td>3.0-10.0</td> <td>(75-250)</td> </tr> <tr> <td>1-2 Cts. Sher-Loxane 800</td> <td>2.0-4.0</td> <td>(50-100)</td> </tr> <tr> <td>Steel: Norsok M501 System 7B/Subsea</td> <td></td> <td></td> </tr> <tr> <td>2 Cts. Macropoxy 646</td> <td>7.0</td> <td>(175)</td> </tr> <tr> <td>Concrete/Masonry, Smooth, Immersion & Atmospheric</td> <td></td> <td></td> </tr> <tr> <td>2 Cts. Macropoxy 646</td> <td>5.0-10.0</td> <td>(125-250)</td> </tr> </tbody> </table> <p>The systems listed above are representative of the product's use, other systems may be appropriate.</p>	Dry Film Thickness / ct.	Mils	(Microns)	Steel & Ductile Iron, Immersion & Atmospheric			2 Cts. Macropoxy 646	5.0-10.0	(125-250)	Steel, Organic Zinc Primer, Atmospheric			1 Ct. Zinc Clad IV (85)	3.0-5.0	(75-125)	1 Ct. Macropoxy 646	5.0-10.0	(125-250)	Steel, Inorganic Zinc Primer, Atmospheric			1 Ct. Zinc Clad II (85)	2.0-4.0	(50-100)	1 Ct. Macropoxy 646	5.0-10.0	(125-250)	Steel, Organic Zinc/Epoxy/Urethane Topcoat			1 Ct. Zinc Clad IV (85)	3.0-5.0	(75-125)	1 Ct. Macropoxy 646	3.0-10.0	(75-250)	1 Ct. Acrolon 7300	2.0-4.0	(50-100)	Steel, Inorganic Zinc/Epoxy/Urethane Topcoat			1 Ct. Zinc Clad II (85)	2.0-4.0	(50-100)	1 Ct. Macropoxy 646	3.0-10.0	(75-250)	1 Ct. Acrolon 7300	2.0-4.0	(50-100)	Steel, Organic Zinc/Epoxy/Polysiloxane Topcoat, Atmospheric			1 Ct. Zinc Clad IV (85)	3.0-5.0	(75-125)	1 Ct. Macropoxy 646	3.0-10.0	(75-250)	1-2 Cts. Sher-Loxane 800	2.0-4.0	(50-100)	Steel: Norsok M501 System 7B/Subsea			2 Cts. Macropoxy 646	7.0	(175)	Concrete/Masonry, Smooth, Immersion & Atmospheric			2 Cts. Macropoxy 646	5.0-10.0	(125-250)	<p style="text-align: center;">ADDITIONAL NOTES</p> <p>Tint Part A with Maxitoners at 150% strength. Five minutes minimum mixing on a mechanical shaker is required for complete mixing of color.</p> <p>Tinting is not recommended for immersion service.</p> <p>Quick-Kick Epoxy Accelerator is acceptable for use. See data page for details.</p> <p>Acceptable for concrete floors.</p> <p>Application to surfaces above 120°F (49°C) is not recommended in VOC Restricted Areas (≤250 g/L). When spraying a surface above 120°F (49°C) in other areas (>250 g/L), please consult with your Sherwin-Williams representative. Spray apply only. Product will produce an orange peel appearance when applied at elevated temperatures.</p> <p>Topcoating: It is recommended to apply a thinned-down, low wet film thickness mist coat over zinc rich primers to help avoid outgassing. Allow it to tack up and seal the surface. Then apply a full wet film thickness coat as directed.</p> <p>Mix contents of each component thoroughly with low speed power agitation. Make certain no pigment remains on the bottom of the can. Then combine one part by volume of Part A with one part by volume of Part B. Thoroughly agitate the mixture with power agitation. Allow the material to sweat-in as indicated prior to application. Re-stir before using.</p>
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1 Ct. Zinc Clad II (85)	2.0-4.0	(50-100)																																																																										
1 Ct. Macropoxy 646	5.0-10.0	(125-250)																																																																										
Steel, Organic Zinc/Epoxy/Urethane Topcoat																																																																												
1 Ct. Zinc Clad IV (85)	3.0-5.0	(75-125)																																																																										
1 Ct. Macropoxy 646	3.0-10.0	(75-250)																																																																										
1 Ct. Acrolon 7300	2.0-4.0	(50-100)																																																																										
Steel, Inorganic Zinc/Epoxy/Urethane Topcoat																																																																												
1 Ct. Zinc Clad II (85)	2.0-4.0	(50-100)																																																																										
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1 Ct. Acrolon 7300	2.0-4.0	(50-100)																																																																										
Steel, Organic Zinc/Epoxy/Polysiloxane Topcoat, Atmospheric																																																																												
1 Ct. Zinc Clad IV (85)	3.0-5.0	(75-125)																																																																										
1 Ct. Macropoxy 646	3.0-10.0	(75-250)																																																																										
1-2 Cts. Sher-Loxane 800	2.0-4.0	(50-100)																																																																										
Steel: Norsok M501 System 7B/Subsea																																																																												
2 Cts. Macropoxy 646	7.0	(175)																																																																										
Concrete/Masonry, Smooth, Immersion & Atmospheric																																																																												
2 Cts. Macropoxy 646	5.0-10.0	(125-250)																																																																										
WARRANTY	HEALTH AND SAFETY																																																																											
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Protective & Marine Coatings

ACROLON™ 218 HS ACRYLIC POLYURETHANE

PART A	B65-600	GLOSS SERIES
PART A	B65-650	SEMI-GLOSS SERIES
PART B	B65V600	HARDENER

Revised: July 22, 2021

PRODUCT INFORMATION

5.22

PRODUCT DESCRIPTION

ACROLON 218 HS is a polyester modified, aliphatic, acrylic polyurethane formulated specifically for in-shop applications. Also suitable for industrial applications. A fast drying, urethane that provides color and gloss retention for exterior exposure.

- Can be used directly over organic zinc rich primers (epoxy zinc primer and moisture cure urethane zinc primer)
- Color and gloss retention for exterior exposure
- Fast dry
- Outstanding application properties

PRODUCT CHARACTERISTICS

Finish: Gloss or Semi-Gloss
Color: Wide range of colors available
Volume Solids: 65% ± 2%, mixed, may vary by color
Weight Solids: 78% ± 2%, mixed, may vary by color
VOC (EPA Method 24): Unreduced: <300 g/L; 2.5 lb/gal
 mixed Reduced 10% with R7K15: <340 g/L; 2.8 lb/gal
 mixed Reduced 9% with MEK, R6K10: <340 g/L; 2.8 lb/gal
Mix Ratio: 6:1 by volume, 1 gallon or 5 gallon mixes premeasured components

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	4.5 (112.5)	9.0 (225)
Dry mils (microns)	3.0 (75)	6.0 (150)
~Coverage sq ft/gal (m²/L)	175 (4.3)	346 (8.5)
Theoretical coverage sq ft/gal (m²/L) @ 1 mil / 25 microns dft	1040 (25.5)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 6.0 mils wet (150 microns):

	@ 35°F/1.7°C	@ 77°F/25°C 50% RH	@ 120°F/49°C
To touch:	4 hours	1 hour	20 minutes
To handle:	18 hours	9 hours	4 hours
To recoat:			
minimum:	18 hours	8 hours	6 hours
maximum:	3 months	3 months	3 months
To cure:	14 days	7 days	5 days
Pot Life:	4 hours	2 hours	45 minutes
<i>(reduced 5% with Reducer R7K15)</i>			
Sweat-in-Time:	None		
<i>Drying time is temperature, humidity, and film thickness dependent. Paint temperature must be at least 40°F (4.5°C) minimum.</i>			

Shelf Life: Part A* - 36 months, unopened
 Part B - 24 months, unopened
 Store indoors at 40°F (4.5°C) to 100°F (38°C).

*Aluminum (Part A, Rex # B65SW655) has a shelf life of 24 months.

Flash Point: 55°F (13°C), Seta, mixed

Reducer/Clean Up:

Spray: Reducer R7K15, MEK R6K10, R7K111, Reducer #58
 Brush / Roll: Reducer #132, Reducer #58, R7K111

RECOMMENDED USES

Specifically formulated for in-shop applications. For use over prepared metal and masonry surfaces in industrial environments such as:

- Structural steel
- Rail cars and locomotives
- Conveyors
- Bridges
- Wind Towers - onshore and offshore
- Offshore platforms - exploration and production
- Suitable for use in USDA inspected facilities
- Conforms to AWWA D102 Outside Coating Systems #4 (OCS-4), #5 (OCS-5) & #6 (OCS-6)
- Conforms to MPI# 72 and MPI# 174
- Acceptable for use in high performance architectural applications
- Acceptable for use over and/or under Loxon S1 and Loxon H1 Caulking
- A component of INFINITANK
- Over FIRETEX® hydrocarbon systems
- Suitable for use in the Mining & Minerals Industry
- Approved topcoat for NEPCOAT System B
- Tank exteriors
- Pipelines
- Ships

PERFORMANCE CHARACTERISTICS

Substrate*: Steel

Surface Preparation*: SSPC-SP10/NACE 2

System Tested*:

- 1 ct. Macropoxy 646 @ 6.0 mils (150 microns) dft
- 1 ct. Acrolon 218 HS Gloss @ 4.0 mils (100 microns) dft

*unless otherwise noted below

Test Name	Test Method	Results
Abrasion Resistance¹	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	43 mg loss
Adhesion³	ASTM D4541	1976 psi
Corrosion Weathering³	ASTM D5894, 27 cycles, 9072 hours	Rating 10 per ASTM D610, for rusting; Rating 10 per ASTM D714, for blistering
Direct Impact Resistance¹	ASTM D2794	70 in. lb.
Dry Heat Resistance¹	ASTM D2485, Method A	200°F (93°C)
Flexibility¹	ASTM D522, 180° bend, 1/8" mandrel	Passes
Humidity Resistance²	ASTM D4585, 100°F (38°C), 1500 hours	Rating 10 per ASTM D610, for rusting; Rating 10 per ASTM D714, for blistering
Pencil Hardness	ASTM D3363	3H
Salt Fog Resistance³	ASTM B117, 15,000 hours	Rating 10 per ASTM D610, for rusting; Rating 10 per ASTM D714, for blistering

Meets the requirements of SSPC Paint No. 36, Level 3 for white and light colors. Dark colors may require a clear coat.

Complies with ISO 12944-5 C5I and C5M requirements.

Footnotes:

¹ Finish coat only tested

² Primer Zinc-Clad II Plus

Intermediate Macropoxy 646

Finish Acrolon 218 HS

³ Primer Zinc-Clad III HS



Protective & Marine Coatings

ACROLON™ 218 HS ACRYLIC POLYURETHANE

PART A **B65-600** **GLOSS SERIES**
PART A **B65-650** **SEMI-GLOSS SERIES**
PART B **B65V600** **HARDENER**

Revised: July 22, 2021

PRODUCT INFORMATION

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RECOMMENDED SYSTEMS

		Dry Film Thickness / ct.	
		Mils	(Microns)
Steel:			
1 ct.	Macropoxy 646	5.0-10.0	(125-250)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Steel:			
1 ct.	Zinc Clad II Plus	2.0-4.0	(50-100)
1 ct.	Macropoxy 646	3.0-10.0	(75-250)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Steel:			
1 ct.	Zinc Clad IV	3.0-5.0	(75-125)
or	Zinc Clad 4100	3.0-5.0	(75-125)
1 ct.	Macropoxy 646	3.0-10.0	(75-250)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Steel:			
1 ct.	Zinc Clad IV	3.0-5.0	(75-125)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Steel:			
1 ct.	Corothane I-GalvaPac Zinc Primer	3.0-4.0	(75-100)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Steel:			
1 ct.	Epoxy Mastic Aluminum II	6.0	(150)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Steel:			
1 ct.	Recoatable Epoxy Primer	4.0-6.0	(100-150)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Concrete/Masonry:			
1 ct.	Kem Cati-Coat HS Epoxy Filler/Sealer	10.0-20.0	(250-500)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Aluminum/Galvanizing:			
1 ct.	DTM Wash Primer	0.7-1.3	(18-32)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
FIRETEX ONLY:			
Finish Coat for FIRETEX Hydrocarbon Systems:			
1 ct.	Acrolon 218 HS Polyurethane*		
*Consult FIRETEX PFP Specialist for recommended dft range			

The systems listed above are representative of the product's use, other systems may be appropriate.

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SURFACE PREP RATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.
Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:
* Iron & Steel: SSPC-SP6/NACE 3, 1-2 mil (25-50 micron) profile
* Galvanizing: SSPC-SP1
* Concrete & Masonry: SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3
* Primer required

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	Rusted C St 2	C St 2	SP 2	-
Pitted & Rusted	D St 2	D St 2	SP 2	-
Rusted	C St 3	C St 3	SP 3	-
Power Tool Cleaning	Pitted & Rusted D St 3	D St 3	SP 3	-

TINTING

Tint Part A with Maxitoner Colorants.
• Extra white tints at 100% tint strength
• Ultradeep base tints at 150% tint strength

Five minutes minimum mixing on a mechanical shaker is required for complete mixing of color.

APPLICATION CONDITIONS

Temperature: 35°F (1.7°C) minimum, 120°F (49°C) maximum (air and surface)
40°F (4.5°C) minimum, 120°F (49°C) maximum (material)
At least 5°F (2.8°C) above dew point
Relative humidity: 85% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging: 1 gallon (3.78L) mix; 5 gallon (18.9L) mix:
Part A: .86 gal (3.25L) 4.29 gal (16.2L)
Part B: .14 gal (0.53L) 0.71 gal (2.7L)
(pre-measured components)

Weight: 11.2 ± 0.2 lb/gal ; 1.3 Kg/L
mixed, may vary with color

SAFETY PRECAUTIONS

Refer to the SDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



Protective & Marine Coatings

ACROLON™ 218 HS ACRYLIC POLYURETHANE

PART A	B65-600	GLOSS SERIES
PART A	B65-650	SEMI-GLOSS SERIES
PART B	B65V600	HARDENER

Revised: July 22, 2021

APPLICATION BULLETIN

5.22

SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Iron & Steel

Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Minimum surface preparation is Commercial Blast Cleaning per SSPC-SP6/NACE 3. For better performance, use Near White Metal Blast Cleaning per SSPC-SP10/NACE 2. Blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (1-2 mils / 25-50 microns). Prime any bare steel the same day as it is cleaned or before flash rusting occurs.

Aluminum

Remove all oil, grease, dirt, oxide and other foreign material by Solvent Cleaning per SSPC-SP1. Primer required.

Galvanized Steel

Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP7 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned or before flash rusting occurs. Primer required.

Concrete and Masonry

For surface preparation, refer to SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3. Surfaces should be thoroughly clean and dry. Concrete and mortar must be cured at least 28 days @ 75°F (24°C). Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets and other voids with Steel-Seam FT910. Primer required.

Follow the standard methods listed below when applicable:

ASTM D4258 Standard Practice for Cleaning Concrete.
ASTM D4259 Standard Practice for Abrading Concrete.
ASTM D4260 Standard Practice for Etching Concrete.
ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete.
SSPC-SP 13/Nace 6 Surface Preparation of Concrete.
ICRI No. 310.2R Concrete Surface Preparation.

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	C St 2	C St 2	SP 2	-
Pitted & Rusted	D St 2	D St 2	SP 2	-
Rusted	C St 3	C St 3	SP 3	-
Power Tool Cleaning	Pitted & Rusted	D St 3	D St 3	SP 3

APPLICATION CONDITIONS

Temperature:	35°F (1.7°C) minimum, 120°F (49°C) maximum (air and surface) 40°F (4.5°C) minimum, 120°F (49°C) maximum (material) At least 5°F (2.8°C) above dew point
Relative humidity:	85% maximum

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

Reducer/Clean Up:

Spray.....	Reducer R7K15, MEK, Reducer #58, or R7K111
Brush/Roll	Reducer #132, R7K132, Reducer #58, or R7K111

If reducer is used, reduce at time of catalyzation.

Airless Spray

Pressure.....	2500 - 2800 psi
Hose.....	3/8" ID
Tip013" - .017"
Filter.....	60 mesh
Reduction.....	As needed up to 10% by volume with R7K15 or R7K111, or up to 9% with MEK, R6K10*

Conventional Spray

Gun	Binks 95
Cap	63P
Atomization Pressure.....	50 - 70 psi
Fluid Pressure.....	20 - 25 psi
Reduction.....	As needed up to 10% by volume with R7K15 or R7K111, or up to 9% with MEK, R6K10*

Brush

Brush.....	Natural Bristle
Reduction.....	As needed up to 10% by volume*

Roller

Cover	3/8" woven with solvent resistant core
Reduction.....	As needed up to 10% by volume*

If specific application equipment is not listed above, equivalent equipment may be substituted.

* Note: Reducing more than maximum recommended level will result in VOC exceeding 340g/L

Protective & Marine Coatings

ACROLON™ 218 HS ACRYLIC POLYURETHANE

PART A	B65-600	GLOSS SERIES
PART A	B65-650	SEMI-GLOSS SERIES
PART B	B65V600	HARDENER

Revised: July 22, 2021

APPLICATION BULLETIN

5.22

APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mix contents of each component thoroughly with low speed power agitation. Make certain no pigment remains on the bottom of the can. Then combine six parts by volume of Part A with one part by volume of Part B (premeasured components). Thoroughly agitate the mixture with power agitation. Re-stir before using.

If reducer is used, add only after both components have been thoroughly mixed.

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	4.5 (112.5)	9.0 (225)
Dry mils (microns)	3.0 (75)	6.0 (150)
~Coverage sq ft/gal (m ² /L)	175 (4.3)	346 (8.5)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	1040 (25.5)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 6.0 mils wet (150 microns):

	@ 35°F/1.7°C	@ 77°F/25°C	@ 120°F/49°C
		50% RH	
To touch:	4 hours	1 hour	20 minutes
To handle:	18 hours	9 hours	4 hours
To recoat:			
minimum:	18 hours	8 hours	6 hours
maximum:	3 months	3 months	3 months
To cure:	14 days	7 days	5 days
Pot Life:	4 hours	2 hours	45 minutes
<i>(reduced 5% with Reducer R7K15)</i>			
Sweat-in-Time:	None		

Drying time is temperature, humidity, and film thickness dependent. Paint temperature must be at least 40°F (4.5°C) minimum.

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with Reducer #132, R7K132. Clean tools immediately after use with Reducer #132, R7K132. Follow manufacturer's safety recommendations when using any solvent.

DISCLAIMER

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PERFORMANCE TIPS

Stripe coat all crevices, welds, and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

Excessive reduction of material can affect film build, appearance, and adhesion.

Do not apply the material beyond recommended pot life.

Do not mix previously catalyzed material with new.

In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Reducer #15, R7K15 or MEK, R6K10.

Mixed coating is sensitive to water. Use water traps in all air lines. Moisture contact can reduce pot life and affect gloss and color.

Quick-Thane Urethane Accelerator is acceptable for use. See data page 5.97 for details.

E-Z Roll Urethane Defoamer is acceptable for use. See data page 5.99 for details.

If maximum recoat time is exceeded, a light abrasion may be necessary to roughen the surface to promote adhesion before recoating.

Refer to Product Information sheet for additional performance characteristics and properties.

SAFETY PRECAUTIONS

Refer to the SDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

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**SHERWIN
WILLIAMS®**

Do not use hydrocarbon solvents for cleaning.

Safe Slide Restoration®

"Restoring confidence in your slide."

Dale Cooper LLC DBA Safe Slide Restoration

P.O. Box 102, Farmington, MO 63640

O: 855-639-7543 / C: 317-437-2217

www.safeslides.com

November 6th, 2024

Trout Creek CDD / Attn: Laura DaConceicao
322 Paseo Reyes Dr, St. Augustine, FL 32095
904-640-8262 / laura.daconceicao@fivestarpainting.com

Hello Laura,

The following is a proposal for the restoration of your water slide and steel structure. This proposal is based on the inspection done by Safe Slide Restoration on 09/20/24. Our company is certified in fiberglass composites by the American Composite Manufacturer's Association (ACMA). We have over **30 years** of experience working with fiberglass and gel coat. Our company is certified by the Association for Materials Protection and Performance (AMPP) for steel. We are also NDT-certified to provide non-destructive testing. We have over **12 years** of experience working with steel structures.

We Have The Industry's Best Warranties

- There is a **1 – year warranty** on paint for adhesion – Steel
- There is a **5 – year warranty** on structural fiberglass repair not to delaminate.
- There is a **5 – year warranty** on gel coat and paint (available with yearly protection plan)

Certified Inspections



- Audio and Visual Documentation
- Present Solutions
- Non-Destructive Testing (NDT)

Consistent Restoration



- Scheduling/Pre-Con Meeting
- NACOM Certified Project Managers
- Over 400 Projects Each Year

Protected Partnership



- Post Project Customer Service
- Annual Protection Plans
- Best Warranties in the Industry

Guarantees

- All Project Managers are ACMA Certified
- Gel Coat Thickness Meets OEM Standards
- Meeting Deadlines
- Responsive

Slide Description:

Open Flume Body Slide – Brown and Cream



Work Description:

Option A:

Gel Coat - Interior:

- Repair all common fiberglass repairs in ride path* (minor repair does not require laminating)
- All repairs will be done with vinyl-ester resin
- Prepare interior ride path for Gel Coat
- Add textured surface to start tub if needed
- Refinish interior ride path of slide with Gel Coat
- Gel Coat will be applied to a thickness of 20 - 24 mils.
- Premium Gel Coat will be used
- Recaulk all seams (recaulking is not a guarantee to stop leaking seams) **
- Seams will be sealed with premium caulk
- Base white gelcoat will be used unless otherwise specified

Option A Project Amount: \$ 30,883.00

Work Description:

Option B:

Gel Coat - Interior:

- Repair all common fiberglass repairs in ride path* (minor repair does not require laminating)
- All repairs will be done with vinyl-ester resin
- Prepare interior ride path for Gel Coat
- Add textured surface to start tub if needed
- Refinish interior ride path of slide with Gel Coat
- Gel Coat will be applied to a thickness of 20 - 24 mils.
- Premium Gel Coat will be used
- Recaulk all seams (recaulking is not a guarantee to stop leaking seams) **
- Seams will be sealed with premium caulk
- Base white gelcoat will be used unless otherwise specified

Paint - Exterior:

- Remove previous clear coat coating
- Wash exterior of slide with internally formulated cleaner
- Prime-coat bare areas as needed
- Paint exterior with one coat of Poly - Siloxane Paint
- Paint RAL color: _____

INIT: _____

Option B Project Amount: \$ 47,079.00

Steel Structure Description:
Steel Slide Tower – Brown and Cream

Work Description:

Option A:

Sand Blast and Paint (Steel Elements Only)

- Build scaffolding/tarping structure to capture coating debris, as needed
- Hot water/high pressure wash structure, (5,000 PSI) per NACE SSPC-SP1
- Spot blast and strip as needed
- Hand Tool rusted areas as needed, per NACE SSPC-SP2
- Power Tool rusted areas as needed, per NACE SSPC-SP3
- Prime Coat with 2-part as needed
- Apply finish coat with poly-siloxane paint (painting steel elements only)

Option A Project Amount: \$ 157,300.00

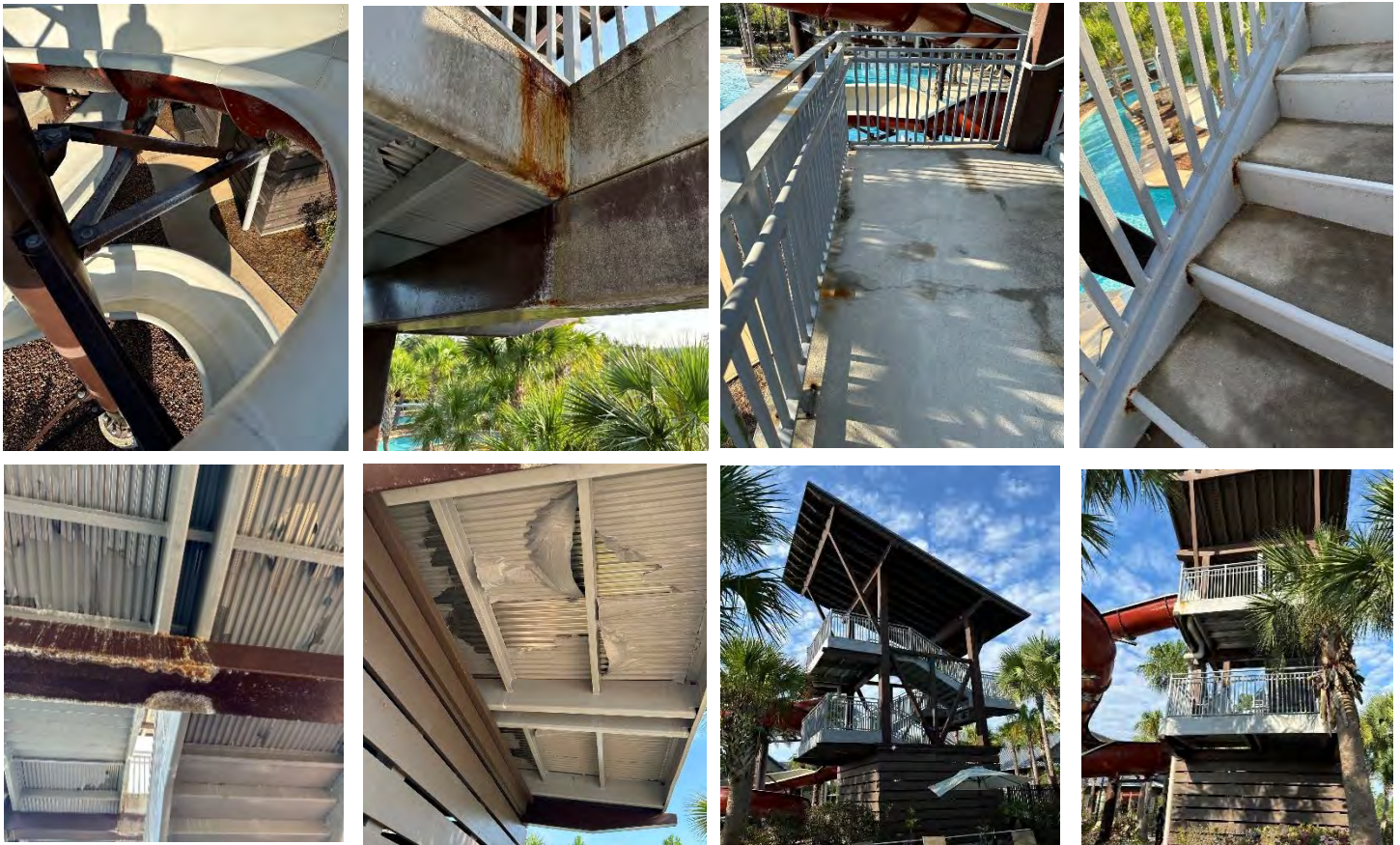
Work Description:

Option B:

Sand Blast and Paint (Steel and Wood Elements)

- Build scaffolding/tarping structure to capture coating debris, as needed
- Hot water/high pressure wash structure, (5,000 PSI) per NACE SSPC-SP1
- Spot blast and strip as needed
- Hand Tool rusted steel areas as needed, per NACE SSPC-SP2
- Power Tool rusted steel areas as needed, per NACE SSPC-SP3
- Prime Coat with 2-part as needed
- Apply finish coat with poly-siloxane paint (painting steel and wood elements)

Option B Project Amount: \$ 188,760.00



Note: This proposal expires in 30 days from the date on the first page of this document.

We at Safe Slide Restoration are committed to quality and customer satisfaction. We are an international company that provides services to the largest water parks and cruise lines in the world. We look forward to putting our expertise to work for you. Please [visit our online store](#) to purchase any products you may need for maintenance, and feel free to call my cell at 317-437-2217 or our office at 855-639-7543 if you have any questions or comments.

Thank you for your consideration, we appreciate your time!

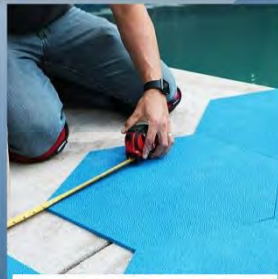
Sincerely,
Joe Atherton
Regional Customer Representative
joseph.atherton@safeslides.com

ADDITIONAL SERVICES



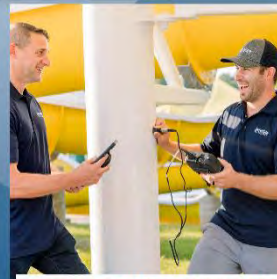
STEEL RESTORATION

- Sandblasting
- Rust Removal
- New Fabrication for Steel Components



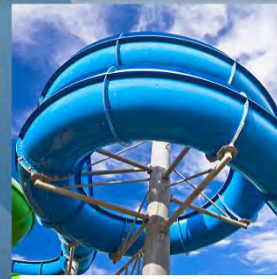
FLOORING INSTALL

- Thermoplastics
- Textured Flooring
- Life Floor® Certified Installers



CERTIFIED INSPECTIONS

- Full Park Inspection
- State Certification
- Non-Destructive Testing



PROJECT INSTALLS

- Slide Installations
- Splash Pad Installations
- Hardware and Bolts Replacement



POOL RECOAT

- Thermoplastic Coating
- Fiberglass Repairs
- Lazy Rivers, Wave Pools, Catch Pools, etc.



Safe Slide
NACOM

Specialty Coatings and Maintenance Services
NACOM is a unique Safe Slide training program that combines multiple certifications into one score to identify the overall expertise of an individual or team.



Terms & Conditions

*Fiberglass repair is defined as any damage that is an obvious threat to the guests, (i.e. a chip or gouge with a sharp edge). This is not to be confused with cosmetic repair, (i.e. a spider crack with no flaking or raised edge). This does not include any major repairs that require fiberglass cloth and resin lamination.

** Because of the restrictions of our caulk being able to adhere to joints without the proper amount of surface area, we require that the seams are 3/16" wide to caulk them (If seams are too tight, the caulk will not adhere properly).

Customer Expectations

Safe Slide Restoration reserves the right to have adequate access to the project area in order to complete the project as efficiently as Safe Slide Restoration deems necessary. This may require, but is not limited to: working 12 hours per day and seven days per week. The facility is responsible for providing access to an adequate water source (5 gallons per minute), electrical power (multiple circuits will be needed), and restroom facilities for the duration of the job. In the event that the project involves any chip repairs or gel coat application, Safe Slide inspectors are capable of using color charts on-site to provide a close match to the existing Gel Coat. (This is not to be confused with the manufacturer's exact color matching). Our customers have the right to request a draw down, but requests must be made 45 days before the Safe Slide crew arrives on-site. Recaulking seams does not apply if the seam has been previously permanently fiberglassed. We strive towards the very best finish that can be achieved; however, some pinholes may be present. Signature of this agreement is approval for use of photos and videos taken onsite to be used for marketing and documentation purposes. This Agreement shall be construed and governed by the laws of the State of Missouri. The parties agree that in the event any action is brought to enforce any terms of this Agreement or for damages for breach of the Agreement, the venue for such cause of action shall be Madison County, Missouri Circuit Court.

Customer Responsibilities

Safe Slide will provide draw down color options if requested 45 days prior to project start date. In the event that leaking seams are being addressed by Safe Slide Restoration, the customer is responsible for identifying and labeling seams on the interior and exterior of the slide (we recommend using a permanent marker in the ride path to label seams). The customer is responsible for identifying areas where lift is unable to operate. If a lift is required, Safe Slide is not responsible for any broken concrete, landscaping, etc. Safe Slide may require the removal of fencing to allow lift access to the water slide area if there isn't access through a gate opening. The customer is responsible for providing waste removal. The customer is required to provide access to restrooms to the Safe Slide crew for the duration of the project. A walk through of finished work and subsequent sign-off is required before Safe Slide's crew leaves the job site. Missing the post project walk through is equivalent to an approved sign off by the customer. Safe Slide Restoration will not be responsible for unscheduled return work in the case that the customer misses scheduled post project walk-through and subsequent sign-off. We recommend 20 test rides on your slide(s), with different body sizes and builds, if possible, before the season begins. We highly recommend daily documented dry inspections and test rides before operation with recorded indications/findings.

Possible Additional Charges (Fiberglass)

If there are any previous interior or exterior coatings not specified in the above work scope, there will be an additional charge for interior or exterior failed coatings. The pricing above does not include the cost of state taxes, licenses, or permits if required. Slides may require a second coat of exterior paint (especially when using yellow and orange colors) to achieve the desired finish. In the event that a second coat of paint is required, there will be an additional charge of 50% of the original paint price. A 2-3-point Tie-off system on top portion of closed flume slide may be needed if a lift is inaccessible. A cost of \$90 per panel will be assessed and tie offs will stay in place for customer use. An additional daily fee may be assessed if the project site is compromised due to negligence of customer or persons under the customer's control of said project site. If the customer does not show up and needs to postpone the post job walk through, there will be an additional charge for the delay. This will be determined by how long Safe Slide must stay on site in order to get the walk-through and sign-off which is required before our staff leaves the site. **The cost of a lift and/or scaffolding is not included in the above pricing.** If a lift and/or scaffolding is required, it will be the responsibility of the park to provide. **Due to the effects of rising materials and transportation costs, all prices are subject to change in accordance with these increases. We will continue our commitment to use quality products with your project, as always. Our team is working diligently to secure fair pricing in an ever-evolving market to curb any potential price increases. Thank you in advance for your continued partnership.**

Possible Additional Charges (Steel)

If there are any previous coatings not specified in the above work scope, there will be an additional charge for failed coatings. The pricing above does not include the cost of state taxes, licenses, or permits if required. Crevice corrosion in

areas that are not reachable or visibly seen may not be sandblasted or recoated. Structures may require a second coat of paint to achieve the desired finish. In the event that a second coat of paint is required, there will be an additional charge of 50% of the original paint price. An additional daily fee may be assessed if the project site is compromised due to negligence of customer or persons under the customer's control of said project site. If the customer does not show up and needs to postpone the post job walk through, there will be an additional charge for the delay. This will be determined by how long Safe Slide must stay on site in order to get the walk-through and sign-off which is required before our staff leaves the site. **The cost of a lift and/or scaffolding is not included in the above pricing.** If a lift and/or scaffolding is required, it will be the responsibility of the park to provide. **Due to the effects of rising materials and transportation costs, all prices are subject to change in accordance with these increases. We will continue our commitment to use quality products with your project, as always. Our team is working diligently to secure fair pricing in an ever-evolving market to curb any potential price increases. Thank you in advance for your continued partnership.**

[Lien Information \(Regarding CA, FL, IL, MO, OH, TX\)](#)

Warranty Information

2 – year fiberglass paint Workmanship warranty:

Our 2 – year workmanship warranty covers any delamination that occurs of the coating applied. This warranty **does not** cover fading, claims from extreme acts of nature, improper washing procedures, vandalism, improper maintenance with application of aggressive chemicals. This warranty period may become reduced or void if peeling occurs due to poor adhesion from the previous original or recoated substrate.

1 – year steel paint workmanship warranty:

Our 1 – year workmanship warranty covers any delamination that occurs of the coating applied. This warranty **does not** cover fading, claims from extreme acts of nature, improper washing procedures, vandalism, improper maintenance with application of aggressive chemicals. This warranty period may become reduced or void if peeling occurs due to poor adhesion from the previous original or recoated substrate.

5 – year structural repair workmanship warranty:

Our 5-year workmanship warranty covers delamination of fiberglass from original substrate. This warranty **does not** cover claims from extreme acts of nature, vandalism, or repair that overlaps a repair completed by a previous contractor.

5 – year gel coat and paint workmanship warranty:

Our 5 - year workmanship warranty is only valid if the facility chooses to participate in a yearly protection program with Safe Slide Restoration. If not, a standard 2 – year workmanship warranty will apply. Gel coat warranty covers delamination of applied gel coat only. This warranty **does not** cover damage from osmotic blistering, damage or deterioration of cosmetic surface finishes, including corrosion, cracking, chipping, crazing, discoloration, fading, oxidation of gel coat, or wet coring/substrates. This warranty does not cover substrates previously coated after the manufacturer's original coating, unless post-manufacturer coating is completely removed by Safe Slide prior to the application of the new coating. This warranty **does not** cover fading, claims from extreme acts of nature, improper washing procedures, vandalism, improper maintenance with application of aggressive chemicals. This warranty period may become reduced or void if peeling occurs due to poor adhesion from the previous original or recoated substrate. This warranty also does not cover any repairs that have been completed by a previous contractor.

Safe Slide Restoration does not offer any warranty for caulking of seams.

Confidentiality Agreement

The information in this document is confidential to the person to whom it is addressed and should not be disclosed to any other person. It may not be reproduced in whole, or in part, nor may any of the information contained therein be disclosed without the prior written consent of the directors of Safe Slide Restoration.

Tab 11



AQUATIC TRAINING INSTITUTE

The Faculty and Board of Managers of
The Aquatic Training Institute

www.AquaticTrainingInstitute.com

do certify that

Johnnie Verdell

is Certified and Registered as a
CERTIFIED POOL and SPA TECHNICIAN©

CPT© Registration Number

OL 4280745

Certified on August 10, 2024
(EXPIRES FIVE YEARS FROM CERTIFICATION DATE)

D. Thomas Donaldson

Instructor

Linda M. Donaldson

President

Fwd: Aquatic Training Institute Receipt

From On The Come Up <est.1997@hotmail.com>
Date Tue 8/13/2024 10:25 AM
To Jessica Knutelsky <jessica.knutelsky@fsresidential.com>

You don't often get email from est.1997@hotmail.com. [Learn why this is important](#)

Sincerely,

Johnnie Verdell

Begin forwarded message:

From: No-Reply <no-reply@digitalchalkmail.com>
Date: August 7, 2024 at 8:35:17 PM EDT
To: Est.1997@hotmail.com
Subject: Aquatic Training Institute Receipt



Aquatic Training Institute

Aug 07, 2024 8:35:11 PM

Transaction:
d39dafcd57384be090dcdfc0b93c000
Billed to: **JohnnieVerdell 53*****1732**

TRANSACTION INFORMATION

Certified Pool Technician Course **\$349.00**

TOTAL \$349.00

**NOTE: The charge for this purchase will appear on your credit card statement as
ONLINE TRAINING.**

This is an automatic email generated by DigitalChalk.com. Please do not respond to this email as it is not a monitored address and the email will not be read. DigitalChalk is a product of Sciolytix, Two Town Square Boulevard, Suite 330, Asheville, NC 28803. [1-877-321-2451](tel:1-877-321-2451)



TAB 12

Trout Creek CDD Board Workshop Minutes 12/4/24

Meeting opened at 2:00 p.m.

Clint Wright (Chairman) led the meeting.

First item of Discussion – New Agenda Format – It was agreed that this is a work in progress and might need to be adjusted or changed

Clint handed out a proposed agenda format that was discussed and below is what was decided upon

- 1) Call to Order/Roll Call
- 2) Audience Comments – Comments allowed on any issue besides Business Agenda Items – this was agreed upon to let any residents who have questions, to ask them at the beginning of meeting and not have to sit through entire meeting
- 3) Business Administration – Consideration of last meeting's minutes and Ratification of O&M Expenses would be automatically approved unless any Board member had questions or comments. It was suggested all board members try to ask their questions prior to the meeting if possible
- 4) Staff Reports – all reports will be included in agenda package, There will be no commentary made from staff or Board Members unless specific topics need to be discussed or questions need to be asked.
 - a) District Counsel
 - b) District Engineer
 - c) General Manager
 - d) District Manager
- 5) Other Staff/ Service Reports – Most likely they will only need to be present seasonally, like beginning of spring season, summer, winter, etc.
- 6) Presentation of Business Items – All business items will be discussed among Board Member and motions will be made, but then no decisions made until after audience comments
- 7) Audience Comments on Business Items
- 8) Consideration of Business Items – Board members might have a little more discussion after audience comments and then make decisions on any motions

- 9) Supervisors Requests
- 10) Adjournment

There would also be a virtual option to view the meeting (Zoom) and a moderator, (not sure who yet), would operate it and be able to forward audience questions or comments to Board

Clint will send final version to Melissa

Second Item of Discussion – Committees vs Working Group

There was a lot of discussion back and forth trying to understand how working groups vs committees would work and the pros and cons of them versus workshops. In the end we all decided to have one **workshop** and no official committees a month that would take place approximately in between the monthly Board Meetings (2 weeks after/before)

We agreed that the meetings would cause us to spend more than the budget, but we would find money elsewhere

This is how it will work:

All 5 Board members will attend as well as Belynda and/or Jessica. Residents can be in audience and comment or ask questions at determined times throughout meeting. We will discuss hot topics as well as ongoing topics or strategic planning topics. Each Board Member will be the point person of a certain issue or topic that is appointed by the board during the regular meeting. That person will work with staff and contracted service providers individually on the issue as well as get residents input if they feel necessary. At the workshop they will talk about what they learned relating to their issue and the board will discuss/brainstorm. Then the point person would continue to research and plan relating to their issue. Each point person will report back on that issue at the CDD Board Meeting, for either a motion or advice how to continue for next steps.

Heather – will be point person for Lifestyle and Amenities (expectations and usage)

Ronnie – will be point person for Finance/Budgeting/Capital Reserve
Vinny – will be point person for Security
Clint – point person for Roadways/Multi-use Paths
Jim- still unassigned

Remaining Items of Discussion

Some of the Business items for next meeting:

Updated Security Control – add outpost

Café Options

Slide Repairs – quotes

TC Middle School tennis team –they want to use our courts

Reimbursement for Certified Pool Operator License for staff

Turf – for yoga lawn and extend pavers – estimates

Patching of roadway – will cost \$2,000 more than agreed upon because more patching needed

Still do sidewalk patching not to exceed \$2000

Talk about Bond Refunding

Heather worked with District Engineer relating to corner of Shearwater and Timberwolf and he wrote up a letter to send to County. All reviewed and agreed to have letter sent

Parking Study – Ronnie will contact Engineer to get that going if the Board agrees at meeting

Heather – wants to get FPL in to do an assessment of lighting, to hopefully be able to add more lighting in some high pedestrian crossing areas

Figuring out clear communications to residents:

Create an Official Facebook page with no comments allowed

Use this facebook page to officially stream CDD meetings and workshops –

Heather will work with Joe on this

Possibly updating Trout Creek CDD website or updating My Shearwater (but HOA won't pay for it anymore and we need to make ADA compliant) or creating a different website that is ADA compliant.

Want to get all information in one place if possible and all ADA compliant like Julington Creek that has all info in one website, with a resident portal that uses a password

Clint mentioned that it is possible the CDD will get money from the developer, possibly \$100K. Also spoke about possible Bond Refunding and getting money for Capital Reserve items such as Paving/milling Roadway
He also talked about Prosser to write legal documents on what was done wrong by the contractor relating to the outflow issue to send to lawyer.
(We should also get Yuro Assoc opinion on this)

We all talked about getting a Construction attorney to determine which Items are worthy of legal action. We need to be picky on choosing which litigation items due to high legal costs. Need lawyer to help determine which negligence items would have a positive cost benefit if we did lawsuit, and how likely we are to win that litigation. It has not yet been decided which Board Member will take lead on this issue

Also discussed whether to bid out for new District Counsel. After discussing back and forth about this, 3 of the 5 Board Members wanted to start researching new District Council right away, so we will bring it up at Board meeting and get started on bidding process.

We heard several questions and comments from the audience. We answered any that we could.

Meeting adjourned at 3:45 p.m.

Secretary /Assistant Secretary

Chairman / Vice Chairman

DRAFT

MINUTES OF MEETING

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

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The meeting of the Board of Supervisors of Trout Creek Community Development District was held on **November 20, 2024, at 3:00 p.m.** at The Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

Present and constituting a quorum:

Clint Wright	Board Supervisor, Chairman
Heather Loffredo	Board Supervisor, Vice Chairperson
Jim Breslin	Board Supervisor, Assistant Secretary
Ronnie Murphy	Board Supervisor, Assistant Secretary
Vincent Sajkowski	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Co., Inc.
Katie Buchanan	District Counsel, Kutak Rock, LLP
Matt Melchiori	District Engineer, Prosser Inc. (speakerphone)
Issac Dougherty	Yuro & Associates
Belynda Tharpe	General Manager, First Service Residential
Jessica Knutelsky	Assistant Manager, First Service Residential
Chris Kenny	Representative, Prestige Landscaping
Kyle Carasea	Account Manager, Ruppert Landscaping

Members of the public present.

FIRST ORDER OF BUSINESS

Call to Order

The meeting was called to order at 3:04 p.m.

SECOND ORDER OF BUSINESS

**Audience Comments on
Agenda Items**

Audience members had questions regarding irrigation schedules, budget, and financial concerns.

THIRD ORDER OF BUSINESS

Consent Agenda

- 1.) **Consideration of the Minutes of the Board of Supervisors' Meeting held on October 16, 2024**

2.) Ratification of the Operation and Maintenance Expenditures for October 2024

On a motion by Ms. Murphy, seconded by Mr. Sajkowski, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held on October 16, 2024, and ratified the operation and maintenance expenditures for October 2024, in the amount of \$281,765.68, for Trout Creek Community Development District.

FOURTH ORDER OF BUSINESS

Administration of Oath of Office

Ms. Dobbins administered oaths of office prior to the start of the meeting to Ms. Loffredo, Mr. Breslin and Ms. Murphy.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-02; Redesignating Officers

The Board selected Mr. Wright as Chairman, Ms. Loffredo as Vice Chairperson and remaining three board members as Assistant Secretaries and approved remaining positions as presented.

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board adopted Resolution 2025-02, selecting Mr. Wright as Chairman, Ms. Loffredo as Vice Chairperson and remaining three board members as Assistant Secretaries and approved remaining positions as presented, for Trout Creek Community Development District.

SIXTH ORDER OF BUSINESS

Discussion Regarding FY 24-25 Meeting Schedule

Board discussion ensued.

On a motion by Mr. Wright, seconded by Ms. Loffredo, by majority vote, with Ms. Murphy opposed, the Board approved amending the regular meeting schedule for meetings to start at 6pm., for Trout Creek Community Development District.

The Board directed staff to schedule a workshop in two weeks for the Board to then discuss several topics, including but not limited to, agenda format and designating Board responsibilities or establishing possible committees.

On a motion by Mr. Sajkowski, seconded by Ms. Loffredo, with all in favor, the Board approved advertisement for a workshop to be held in two weeks, for Trout Creek Community Development District.

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SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Buchanan updated the Board that she is in correspondence with VerdeGo’s attorney who demanded the money they were owed to get paid. At this time Ms. Buchanan confirmed the funds will not be released and she will continue working with their counsel to attempt to mediate the matter.

B. District Engineer

1.) Update Regarding Stormwater Outfall Repair

Ms. Buchanan updated the Board that the contractor is stating their work is complete. She suggested that a meeting get held with the contractor, legal and Prosser, along with the new District Engineer to review this matter further. The Board agreed and authorized Mr. Wright to take the lead on this project.

2.) Update Regarding Goodhope Court Underdrain Evaluation

Mr. Melchiori updated he Board that ECS completed their field exploration and installed temporary monitors. They are now recommending installing underdrains on both sides of the road. The Board requests Mr. Wright also speak with the new District Engineer to collect proposals for this work.

3.) Further Discussion on Traffic Matters

The Board heard comments regarding traffic concerns at the intersection crossing of Shearwater Parkway and Timberwolf Trail from Melissa Homan, PTO President at Trout Creek Academy. The Board appointed Ms. Loffredo to work with the new District Engineer in attempt to expedite matters with the county to get additional traffic signs. Ms. Tharpe mentioned that the county requested her to send out information to the community regarding open positions for crossing guards.

4) Consideration of Professional Engineer Services Agreement

On a motion by Mr. Wright, seconded by Ms. Murphy, with all in favor, the Board approved Yuro and Associates District Engineer Agreement, for Trout Creek Community Development District.

C. Construction Administrator

Ms. Buchanan updated the Board that she was recently notified that the developer was no longer providing these services to the District and will not continue to have someone present at the Board meetings.

D. Landscape Reports**1.) Phase 1 – The Greenery****2.) Phase 2 – Tree Amigos**

Board discussion ensued regarding irrigation schedules, and it was concluded that the District landscape vendors should follow SJRWMD recommendations and anything outside that schedule needs to be authorized by Ms. Tarpe.

3.) Phase 3 – Prestige**E. Charles Aquatics Service Report****1.) Charles Aquatics Pillar Service Report**

Jim Charles introduced himself to the new Board members and reviewed current matters with the pond barriers. He will move forward installing the remaining pond fish barriers so new carp can be installed in the spring, but he stated the barrier on pond 22A is on hold until the outfall repair matter is resolved.

F. General Manager

Mr. Wright requested that maintenance reports get sent out in the stream so residents can see the work being completed.

G. District Manager

Ms. Dobbins reviewed with the Board that Mr. Murphy was given access to the District's accounting software through Rizzetta and asked if there was a designated Board Member that would now like to have that access. She noted that Rizzetta will provide at no additional cost a license to one board member to have access, any additional Board Member can also have access for an annual fee of approximately \$200-\$300.

Ms. Dobbins also reviewed FY 2024 end of year balances and requested authorization from the Board that funds could be used out of the Reserve Fund temporarily, only if needed, to pay expenses in the months of November and December until the bulk of the assessments have been received from the county. She noted typically most of the assessments are received in December, which after the Reserve Funds would be immediately replenished. The Board approved the District Manager to use temporary funds from the Reserve Fund for expenses until FY 2025 assessments are received.

177 **EIGHTH ORDER OF BUSINESS**

**Consideration of Tennis Court
Snack Shack Presentation &
Proposal**

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181 The Board suggested that this topic get further reviewed at like a townhall with residents
182 prior to a decision being made. Board tabled.

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184 **NINTH ORDER OF BUSINESS**

**Consideration of Pool and
Tennis Facility Furniture
Proposals**

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On a motion by Mr. Wright, seconded by Ms. Murphy, with all in favor, the Board approved Southern Breeze's proposal in the amount of \$171,484.00 to be paid out of the Reserve Fund, for Trout Creek Community Development District.

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189 **TENTH ORDER OF BUSINESS**

**Consideration of Roadway Asphalt
Patching Proposals**

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192 The Board reviewed proposals behind Tab. 13. Ms. Loffredo noted she would like to
193 have more time to review all the proposals prior to a decision being made.

194 Further discussion ensued.
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On a motion by Mr. Wright, seconded by Mr. Breslin, by majority vote, with Ms. Loffredo opposed, the Board approved All Pro in the amount of \$12,780.00 to patch the roads, with an additional not-to-exceed amount of \$2,000.00 to repair the path potholes that get identified by staff, for Trout Creek Community Development District.

197
198 The Board also designated Mr. Breslin to perform a search for a litigation attorney to
199 review the matter concerning the roadway repairs needed due to concerns regarding
200 the construction of Shearwater Pkwy in Phase 1.

201
202 **ELEVENTH ORDER OF BUSINESS**

**Consideration of Poolsure - Pool
Chemical Renewal Proposal**

203
204

205 Ms. Tharpe and Ms. Dobbins confirmed that there is no other vendor still at this time that
206 can provide a proposal for pool chemicals for a facility at this size. Ms. Dobbins updated the
207 Board that the 2025 proposal will receive a 5% discount if paid in full.
208

On a motion by Ms. Murphy, seconded by Mr. Breslin, with all in favor, the Board approved Poolsure's renewal proposal and directed staff to pay in full to receive the 5% discount totaling \$58,858.97, for Trout Creek Community Development District.

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212 **TWELFTH ORDER OF BUSINESS** **Consideration of Resolution 2025-**
213 **03 Recognizing Contribution-**
214 **Series 2022 Assessments**
215

216 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Resolution 2025-**
217 **04 Accepting Dedication of**
218 **Property-Phases 3A-3C 3G**
219

220 Ms. Buchanan stated these two resolutions under Tab 15 and Tab 16 can be tabled again to
221 give the new board members time to review and ask questions.
222

223 **It was noted for the record that the resolution numbers for both items under Tab 15 and*
224 *Tab 16 were changed from the October agenda due to no action being taken and were*
225 *tabled but going forward both resolutions will continue to be assigned the numbers as*
226 *presented in the November agenda.*
227

228
229 **FOURTEENTH ORDER OF BUSINESS** **Consideration of Holiday Banner**
230 **Proposal(s)**
231

232 After discussion, the Board confirmed they no longer wanted to move forward with installing
233 holiday banners per the proposal under Tab 17.
234

On a motion by Ms. Murphy, seconded by Mr. Sajkowski, with all in favor, the Board confirmed they no longer wanted to install holiday banners, for Trout Creek Community Development District.

235
236 **FIFTEENTH ORDER OF BUSINESS** **Consideration of Pool Deck Rental**
237 **Request**
238

239 Board tabled discussion and requested staff to look at other alternatives that work within
240 the policies.
241

242 **SIXTEENTH ORDER OF BUSINESS** **Supervisor Requests &**
243 **Audience Comments**
244

245 **SUPERVISORS**
246

247 Ms. Murphy stated she would like to have future discussions regarding the reserve
248 study, pool heaters and a parking study. The Board authorized Ms. Murphy to work with
249 Ms. Tharpe on the reserve study and pool heaters.
250

251 Ms. Loffredo stated she would like to have further discussions regarding resident zoom
252 options for the board meetings, opening back up the Nest, gas options for the pool
253 heaters, staff setting up a Facebook page, schedule of the security guards, establishing
254 committees and counsel services. The Board also directed Ms. Tharpe to look at gas
255 options for heaters when discussed, to review options for a Facebook page with staff,
256 and authorized Mr. Sajkowski to review the security schedules with Ms. Tharpe.
257

258 **AUDIENCE**

259

260 Audience Members made comments regarding pathways and signage within the
261 community, streaming of the meetings by residents, budget and operation concerns and
262 irrigation scheduling recommendations.

263

264 **SEVENTEENTH ORDER OF BUSINESS**

Adjournment

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On a motion by Mr. Sajkowski, seconded by Ms. Murphy, with all in favor, the Board adjourned the meeting at 6:50 p.m., for Trout Creek Community Development District.

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Secretary /Assistant Secretary

Chairman / Vice Chairman

DRAFT

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 2024

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

The total items being presented: **\$190,636.28**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2024 Through November 30, 2024

<u>Vendor Name</u>	<u>Check Numbe</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
AT&T	20241115-02	151561791 11/24 Autopay	Internet Services 11/24	\$ 32.10
AT&T	20241118-01	158596576 11/24 AutoPay	Fitroom Internet Services 11/24	\$ 524.85
AT&T	20241115-01	29942543 11/24 Autopay	Internet Services 11/24	\$ 32.10
AT&T	20241127-01	323382736 11/24 Autopay	TV & Internet Services 11/24	\$ 135.28
BBQ Pavers Solutions, Inc.	101382	001	Fire Pit Replacement 11/24	\$ 1,800.00
C BUSS Enterprises, Inc.	101365	2542	Reimbursable Expenses 11/24	\$ 4,230.44
C BUSS Enterprises, Inc.	101383	2582	Sump Pump 11/24	\$ 419.20
Cronin Ace Hardware	101379	Monthly Summary 09/24 324	Miscellaneous Supplies 09/24	\$ 275.59
Deputy Services	20241104-08	943176 ACH	Deputy Services 10/27/24	\$ 173.25
Deputy Services	20241104-09	943190 ACH	Deputy Services 10/27/24	\$ 173.25
Deputy Services	20241104-06	943210 ACH	Deputy Services 10/27/24	\$ 259.88
Deputy Services	20241104-07	943211 ACH	Deputy Services 10/27/24	\$ 259.88
ECS Florida, LLC	101384	2000801	Geotechnical Services 11/24	\$ 1,500.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2024 Through November 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
First Coast Foam Party LLC	101366	2024-12-07-03	3-Hour Foam Party - Boo Bash Event 10/24	\$ 1,500.00
First Coast Vendor Village	101385	102624	Boo Fest Inflatables for Boo Fest 10/24	\$ 580.00
FirstService Residential Florida, Inc.	101368	11008897	Management Fee - Phone Allowance 10/24	\$ 1,804.00
FirstService Residential Florida, Inc.	101368	11012069	Medical Insurance 10/24	\$ 4,356.00
FirstService Residential Florida, Inc.	101372	110144115	Management Services 10/05/24- 10/18/24	\$ 23,701.75
FirstService Residential Florida, Inc.	101372	11016552	Management Fee - Phone Allowance 11/24	\$ 1,804.00
FL Trailer Rentals, LLC	101369	27	Boo Bash 10/24	\$ 1,650.00
Florida Department of Revenue	20241112-01	65-8017062725-9 10/24 ACH	65-8017062725-9 Sales & Use Tax 10/24	\$ 431.57
Florida Natural Gas	101373	1114892ES	Natural Gas Services 10/24	\$ 10.73
Florida Power & Light Company	20241104-03	03602-11429 09/24 Autopay	38 Rosemont Dr 09/24	\$ 38.54
Florida Power & Light Company	20241119-02	04660-19411 10/24 ACH	405 Kingbird Dr #LF STA 10/24	\$ 24.13
Florida Power & Light Company	20241126-02	39473-03305 10/24 Autopay	25 Ridgewind Dr #LTG 10/24	\$ 51.14
Florida Power & Light Company	20241126-01	67979-76187 10/24 Autopay	574 Timberwolf Trl 10/24	\$ 25.98

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2024 Through November 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Power & Light Company	20241104-04	98411-59305 09/24	37 Timberwolf Trl 09/24	\$ 51.61
Florida Power & Light Company	20241118-02	Autopay Monthly Summary 10/24	Electric Services 10/24	\$ 9,822.69
Florida Power & Light Company	20241119-01	Autopay 324 Monthly Summary A 10/24	Electric Services 10/24	\$ 99.21
Gannett Florida LocaliQ	101374	Autopay 324 0006746258	Account# 764106 Legal Advertising 10/24	\$ 83.60
Heather Marie Loffredo	101392	HL112024	Board of Supervisors Meeting 11/20/24	\$ 200.00
IPFS Corporation	101375	GAA-D60191 Pmnt #2 12/24	Liability Insurance Payment #2 12/24	\$ 8,526.35
James J. Breslin, III	101393	JB112024	Board of Supervisors Meeting 11/20/24	\$ 200.00
JEA	20241104-01	9634626977 09/24	Water-Sewer Services 09/24	\$ 24,148.90
Konica Minolta Premier Finance	101380	Autopay 541363230	Copier Lease #500-00673850-000 11/24	\$ 490.80
LIVunLtd	101370	179509-F Balance	Fitness Strength Equipment Balance 10/24	\$ 9,581.05
LIVunLtd	101381	184055-F	Fitness Equipment 10/24	\$ 2,938.15
Noreast Capital Corporation	101394	610478	Cardio Fitness Equipment Lease 11/24	\$ 3,128.97
Pinto Carriage Works, LLC	101371	1544	Horse & Wagon - Boo Bash 10/24	\$ 1,400.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2024 Through November 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Poolsure	101386	131295625510	Pool Chemicals 11/24	\$ 4,588.50
Prestige Landscapes of North Florida, Inc.	101367	12224	Irrigation Repair 06/24	\$ 2,115.24
Prestige Landscapes of North Florida, Inc.	101387	12303	Jack Frost Ligustrum - Timber Island PH3 10/24	\$ 7,143.99
Prestige Landscapes of North Florida, Inc.	101387	12304	Jack Frost Ligustrum - Rosemont Island 10/24	\$ 5,602.00
Prestige Landscapes of North Florida, Inc.	101387	12305	Jack Frost Ligustrum - Alston Island 10/24	\$ 5,602.00
Prestige Landscapes of North Florida, Inc.	101387	12311	Irrigation Repairs 10/24	\$ 110.00
Prestige Landscapes of North Florida, Inc.	101387	12325	PH3 Monthly Maintenance 11/24	\$ 20,953.17
Republic Services	20241105-01	0687-001469870 Autopay	Waste Disposal Services 11/24	\$ 888.63
Reserve Advisors LLC	101376	224108918R	Reserve Study 10/24	\$ 4,150.00
Richard Clinton Wright	101395	CW112024	Board of Supervisors Meeting 11/20/24	\$ 200.00
Rizzetta & Company, Inc.	101364	INV0000094512	District Management Fees 11/24	\$ 5,386.50
Ronnie Murphy	101396	RM112024	Board of Supervisors Meeting 11/20/24	\$ 200.00
Shaw's Services, LLC	101388	31372	Remove Uprooting Tree 11/24	\$ 1,400.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2024 Through November 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
St Johns County Tax Collector	101377	110124 Postage 11/24 324	Property Tax Postage 11/24	\$ 516.00
The Greenery of North Florida, Inc.	101389	767795	Landscape Maintenance Contract #59056 11/24	\$ 17,681.82
Tri-County Safety and Security	101390	B-0945	Public Safety Services 09/01/24- 09/15/24	\$ 2,229.68
Tri-County Safety and Security	101390	B-1004	Public Safety Services 10/16/24- 10/31/24	\$ 1,790.00
Trout Creek CDD	DC110424	DC110424	Debit Card Replenishment 11/04/24	\$ 2,738.76
VGlobal Tech	101391	6708	Website Maintenance 11/24	\$ 175.00
Village Key & Alarm, Inc.	101378	411383	Rekey Lock Alike to Existing Key 09/24	\$ 500.00
Vincent J Sajkowski	101397	VS112024	Board of Supervisors Meeting 11/20/24	<u>\$ 200.00</u>
Report Total				<u>\$ 190,636.28</u>