Rizzetta & Company

# Trout Creek
# Community Development District

## Board of Supervisors' Meeting
## January 15, 2025

**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 | Chairman |
| | Heather Loffredo | Vice Chairperson |
| | Jim Breslin | Assistant Secretary |
| | Ronnie Murphy | Assistant Secretary |
| | Vincent Sajkowski | 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.**

Please refer to the final agenda for Audience Comment sections of the meeting. This will include **General Audience Comments** (for non-agenda items only) and **Audience Comments on Agenda Items**. 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**

**January 8, 2025**

**FINAL AGENDA**

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **January 15, 2025, 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. GENERAL AUDIENCE COMMENTS (NON-AGENDA ITEMS ONLY)**
**4. STAFF REPORTS**
- A.) District Counsel
- B.) District Engineer ..... Tab 1
  - 1.) Update Regarding Stormwater Outfall Repair
  - 2.) Update Regarding Goodhope Ct. Underdrain Repair
  - 3.) Update Regarding Subsurface Exploration on Pond 11B
  - 4.) Update Regarding Traffic Signage Modifications
- C.) Landscape Maintenance Service Reports ..... Tab 2
- D.) Pond Aquatics Service Report ..... Tab 3
- E.) General Manager Reports ..... Tab 4
  - 1.) Review Security and Conduct Policy Violation Protocol
- F.) District Manager
  - 1.) Financial Summary Report – YTD November 2024 ..... Tab 5

**5. BUSINESS ITEMS**
- A.) Consideration of Sharks Swim Team 2025 Renewal Agreement ..... Tab 6
- B.) Consideration of Prestige Landscape Irrigation Clock Proposal (Kayak Club and Adjacent Property ..... Tab 7
- C.) Consideration of Prestige Ph 1 Landscape Irrigation Repair Proposal ..... Tab 8
- D.) Consideration of Prestige Ph 1 Landscape Remediation Proposal *(Under Separate Cover)*
- E.) Consideration of District's Amenity Website Communication Proposals ..... Tab 9
- F.) Further Consideration of SynLawn Synthetic Turf Approved Proposal ..... Tab 10
- G.) Consideration of Outdoor Pool Deck Speakers Proposals ..... Tab 11
- H.) Discussion Regarding Use of Golf Cart Path from North Creek Entrance to 210
- I.) Discussion Regarding Staff Performing Exploratory Options of Reopening of the Nest Facility
- J.) Discussion Regarding Staff Performing Exploratory Options of Café/Eatery Options
- K.) Discussion Regarding RFP of District Counsel Services
- L.) Consideration of Resolution 2025-03, Recognizing Contribution (Series 2022 Assessments) ..... Tab 12
- M.) Consideration of Resolution 2025-04, Accepting Dedication of Property (Phases 3A-3C, 3G) ..... Tab 13

**6. AUDIENCE COMMENTS ON AGENDA ITEMS**
**7. BOARD VOTE ON BUSINESS ITEMS**
**8. BUSINESS ADMINISTRATION - CONSENT AGENDA**
- A.) Consideration of Minutes for the Board of Supervisors' Regular Meeting held on December 18, 2024 ..... Tab 14
- B.) Consideration of Minutes for the Board of Supervisors' Workshop held on January 6, 2025.. ..... Tab 15

C.) Ratification of the Operation and Maintenance Expenditures for December 2024 ..... Tab 16

**9. SUPERVISOR REQUESTS**

**10. 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

# Tab 1

***FOR REVIEW ONLY***

***NOT TO SCALE***

***TIE-IN TO EXISTING INLET***
***TOP ELEV: 23.69***

***TIE-IN TO EXISTING INLET***
***TOP ELEV: 23.68***

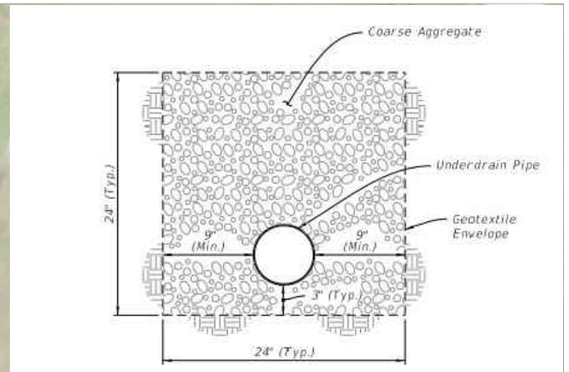
EXISTING STORM PIPE

***INSTALL ±280 LF OF TYPE II***
***UNDERDRAIN BEHIND CURB***

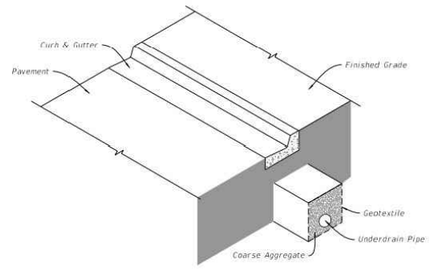
***INSTALL ±265 LF OF TYPE II***
***UNDERDRAIN BEHIND CURB***

EXISTING STORM PIPE

GOODHOPE COURT




TYPE II




UNDERDRAIN TYPE I, II, AND III ASSEMBLY
(Type II Shown, Others Similar)

**NOTE:**

1. PROVIDE 18" MINIMUM COVER TO THE TOP OF UNDERDRAIN GEOTEXTILE ENVELOPE
2. UNDERDRAIN PIPE INVERT TO BE 32" BELOW EOP

*POND 22A*
*NWL: 20.5*

# Tab 2

**Trout Creek CDD: Monthly Report**

**December 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 almost finished with our ornamental grass cutbacks on the spartina and muhly grasses. The Kayak Outpost has a layer of fresh mulch and the ornamental grasses, and plant material have been trimmed down to promote new blooms in the Spring. Moving into January we will start trimming Crape Myrtles, Oak trees and Ligustrum trees.

**Irrigation:** The irrigation system is working as it should. 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.

# *December 2024 Maintenance Report*

## *Trout Creek CDD Phase 1*

## *Trout Creek CDD Phase 3*

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

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

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

December, 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 Trout Creek CDD Ph 1.

***Weekly Maintenance***
Week 1 on property with in ph1, our team fully detailed the Amenity parking lot, pool area, and tennis complex. This detail process consisted of raising the tree canopy to 8-10' throughout, selective pruning on all plant material to remove dead wood within the plants, trimming ornamental grasses off curb lines and sidewalk edges, removing dead plant material throughout, removing loose palm boots from plans around pool area. Upon the completion of this detail the entire Amenity Center gained a very open clean prospective though out the landscape which our team can maintain though the growing seasons.

Week 2 on property with in ph1, Our team continued the same detail practices throughout the subcommunities in ph1. We completed each community and will be completing Shearwater parkway in Jan. 2025.

***Irrigation***
We have not completed a full inspection in ph1 due to the system not working 100%. The Amenity Clock in completely down, and we are proposing to retro fit the existing RainBird system with a Hunter ACC2 system to match the parkway system. Shearwater Parkway clock in only running about have its zones. Bryce with Rupert, walked us through the work they completed in 2024 season. Currently the entire west side of Shearwater Parkway is down and the east side of Shearwater Parkway is down from the clock to the roundabout. We will be proposing repairs to be completed on this system as well.

***Agronomics***
Fert/chem team has not applied any products due to the irrigation system being inactive in a lot of areas in ph1. We will be proposing applications within ph1 (outside of our contractual obligations) that the property needs to present a thriving healthy landscape.

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

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

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

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

December, 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 Trout Creek CDD 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 Christmas. We timed all mowing and detail options needed to be completed the week prior to Christmas 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***
We are seeing great results from the Nov. turf weed application. Our team has spot treat select areas within ph3 to ensure we have a weed free dormant St. Augustine turf canopy though out the winter months.

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

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

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

W. O. # _____

Name Martha Ct. Common Area

Address _____

**Irrigation Inspection Report**

Date 12/13/2024 pg__1___of___1__

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

Water Source Reclaim

Clock Type Rain Bird ESP-ME3

Rain/Freeze Switch No

| 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-ZLE | | | | | | | |
| 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 is properly functioning with no major issues.

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

**Irrigation Inspection Report**

W. O. # _ _ _

Name Timberwolf Clock ph3-A

Address SWP Turf

Date 12/13/2024 pg__1___of___4__

| | | |
|---|---|---|
| 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-ZLE | | | | | | | | |
| 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 running good, no major issues as of now

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

**Irrigation Inspection Report**

W. O. # _____

Name Timberwolf Clock ph3-A

Address Timberwolf Turf

Date 12/13/2024 pg__2___of___4__

| | | |
|---|---|---|
| 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 NOZ-ZLE | | | | | | | | |
| 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

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

**Irrigation Inspection Report**

W. O. # _____

Name Timberwolf Clock ph3-A

Address SWP Shrubs/Trees

Date 12/13/2024 pg__3___of___4__

| | | |
|---|---|---|
| START TIME(S) | | A |
| START TIME(S) | | B |
| START TIME(S) | 11pm | 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 # | 1,2,4,7,11,12,18,22,24,25,26,28,29,31,32,35,38,39 | | | | | | |
| 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 NOZ-ZLE | | | | | | | |
| 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 : _____

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

**Irrigation Inspection Report**

W. O. # _____

Name Timberwolf Clock ph3-A

Address Timberwolf Shrubs/Trees

Date 12/14/2024 pg__4___of___4__

| | | |
|---|---|---|
| START TIME(S) | | A |
| START TIME(S) | | B |
| START TIME(S) | | C |
| START TIME(S) | 12am | 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-ZLE | | | | | | | |
| 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 running good, no major issues as of now

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address SWP_Cal Turf

**Irrigation Inspection Report**

Date 12/14/2024 pg__1___of___4__

| | | |
|---|---|---|
| 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-ZLE | | | | | | | | |
| 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 running good, no major issues as of now

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

W. O. # _ _ _

Name Shearwater Parkway Clock ph3B-A

Address Shrubs_Trees

Date 12/14/2024 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 # | 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-ZLE | | | | | | | |
| 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 running good, no major issues as of now

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address Seaforth Turf

**Irrigation Inspection Report**

Date 12/14/2024 pg__3___of___4__

| | | | | |
|---|---|---|---|---|
| START TIME(S) | | A | Water Source | Reclaim |
| START TIME(S) | | B | Clock Type | Hunter ACC2 |
| START TIME(S) | 430am | C | 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 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 running good, no major issues as of now

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address Cart Path

Date 12/14/2024 pg__4___of___4__

**Irrigation Inspection Report**

| | | |
|---|---|---|
| START TIME(S) | | A |
| START TIME(S) | | B |
| START TIME(S) | | C |
| START TIME(S) | 3am | 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 NOZ-ZLE | | | | | | | | |
| 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

# 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:** January 7, 8, 2025

**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.

Tree remains down in pond.

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

**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 good condition. The water level is normal.

Missed picture.

**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 very good condition. The water level is normal.

**Pond 9a**: Pond was in good 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.

**Pond 11a:** Pond was in fair condition. The water level is good. We will treat this pond as soon as weather conditions improve.

**Pond 11b:** Pond was in good condition. The water level is good. Perimeter treatment for torpedo grass last month had good results.

**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 good condition. The water level is normal. Treatment for algae last month had good results.

**Pond 21A:** Pond was in good condition. The water level is good. Algae treatment last month had good results.

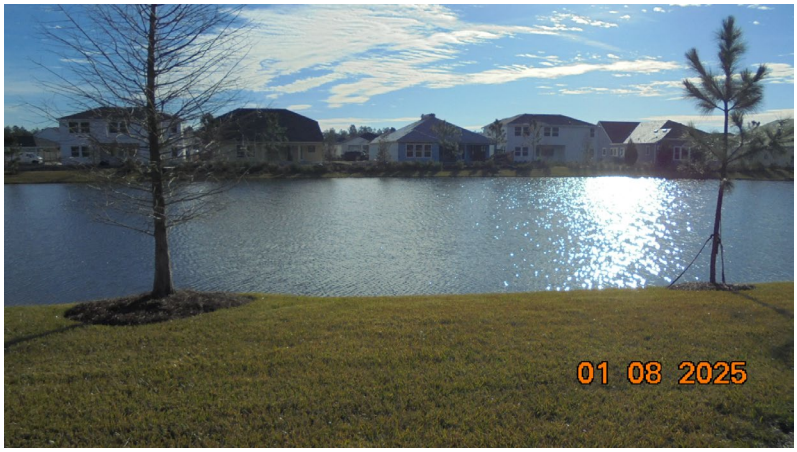
**Pond 21B:** Pond is in good condition. The water level is low.

**Pond 22A:** Pond was in good condition. Treatment of perimeter for torpedo grass last month was effective.

**Pond 22B:** Pond was in good condition. The water level is good.

**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 good condition. Pond level is good.

**Pond 24b:** Pond was in good condition. The water level is good.

**Pond 24c:** Pond was in very good condition.

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

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

**Pond 29A:** Pond was in good condition. Water level is good. Minor cattails to be treated this month.

**Pond 29B:** Pond was in good condition. Water level is normal. Algae treatment last month had good results.

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

**Pond 33:** Pond was in good condition. The water level is normal.

**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

# Tab 4

**Trout Creek CDD**
**GM/AGM Operations Report for January 15, 2025**

## Administration:

- Property walk with Reserve Advisors to assist with Reserve Study
- Property inspection with EGIS for Insurance
- Assist Lifestyle team with setting up Holiday Decorations
- Assisted Lifestyle team with Winterfest set-up/clean-up and during the event
- Lifestyle meeting with Heather Loffredo
- Attended the monthly virtual FSR Lifestyle Collaboration call
- Property drive with landscape vendors
- Amenity area walk with 4 separate companies for pool speakers bid
- Monthly meeting with board supervisor Clint Wright
- Monthly meeting with board supervisor Heather Loffredo
- Monthly meeting with board member Ronnie Murphy
- Property walk with resident on Seaforth Dr. regarding golf carts driving through CDD/Property owner property

## Kayak Hub:

- December Square Café Category Sales Report (attached)
- December TCCDD Square Sales Report (attached)

## Lifestyle

- December Profit & Loss Report (attached)

## Maintenance/Vandalism/Mischief Issues:

- December 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

**JESSICA KNUTELSKY**
Assistant General Manager-**Trout Creek CDD**
100 Kayak Way| St. Augustine, FL | 32092
Direct 904.342.3739
Email Jessica.Knutelsky@fsresidential.com

Dec 1, 2024–Dec 31, 2024

# Category Sales Report

The HUB Cafe

| Category | Items Sold | Gross Sales |
|---|---|---|
| Uncategorized | | $ . |
| Accessories | | $ . |
| Candy | | $ . |
| Chips | | $ . |
| Cold Beverages | | $ . |
| Hot Beverages | | $ . |
| Ice Cream | | $ . |
| Snacks | | $ . |
| **Total** | | **$ .** |

Dec 1, 2024–Dec 31, 2024

# Category Sales Report

Trout Creek CDD

| Category | Items Sold | Gross Sales |
|---|---|---|
| Uncategorized | | $ . |
| Accessories | | $ . |
| RENTAL FEES | | $ , . |
| Security Deposit | | $ . |
| Special Events | | $ . |
| **Total** | | **$ , .** |

**(1)**

## Replaced Broken Photocell

**Created:** Mon, 1/6/2025

Before

**(2)**

**Replaced Broken Photocell**

**Created:** Mon, 1/6/2025

After

**(3)**

## Replaced Bad GFI Outlet

**Created:** Mon, 1/6/2025

Before

**(4)**

**Replaced Bad GFI Outlet**

**Created:** Mon, 1/6/2025

After

**(5)**

**Repaired Lighting At Falls, Multiple Fixtures Needed To Be Replaced.**
**Created:** Mon, 1/6/2025

Before

**(6)**

## Repaired Lighting At Falls Park

**Created:** Mon, 1/6/2025

After

**(7)**

## Cleaned Screens At Outpost

**Created:** Mon, 1/6/2025

Before

**(8)**

## Cleaned Screens At Outpost

**Created:** Mon, 1/6/2025

After

**(9)**

**Stripped And Stained Benches At Tot lot**

**Created:** Mon, 1/6/2025

Before

**(10)**

## Stripped And Stained Benches At Tot Lot

**Created:** Mon, 1/6/2025

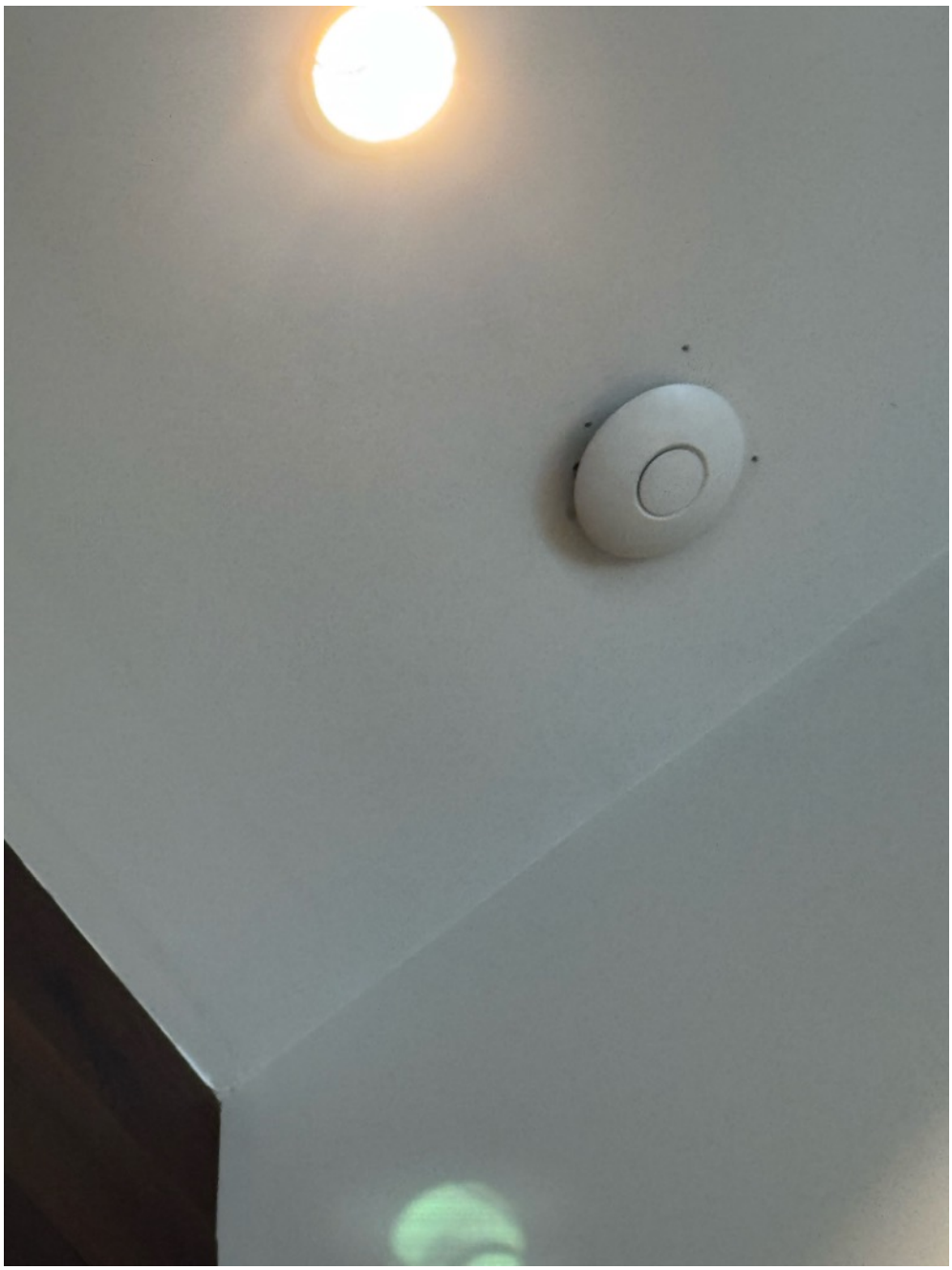
After

**(11)**

**Repaired Loose access Point In Kayak Club**
**Created:** Mon, 1/6/2025

Before

**(12)**



**Repaired Loose Access Point In Kayak Club**

**Created:** Mon, 1/6/2025

After

**(13)**

**Installed Junction Box With GFI Outlet At Traffic Circle Across From Outpost For Holiday Lighting**

**Created:** Mon, 1/6/2025

Before

**(14)**

**Installed Junction Box With GFI Outlet At Traffic Circle Across From Outpost For Holiday Lighting**

**Created:** Mon, 1/6/2025

After

**(15)**

**Repaired Safety Net On Play Equipment At Tot Lot**

**Created:** Mon, 1/6/2025

Before

**(16)**

**Repaired Safety Net On Play Equipment At Tot Lot**

**Created:** Mon, 1/6/2025

After

**(17)**

**Replaced Seesaw Post At Tot Lot With Warranty Part From Kompan**

**Created:** Mon, 1/6/2025

Before

**(18)**

**Replaced Seesaw Post At Tot Lot With Warranty Part From Kompan**

**Created:** Mon, 1/6/2025

After

**(19)**

**Backfilled Exposed Coping At Lazy River**

**Created:** Mon, 1/6/2025

Before

**(20)**

**Backfilled Exposed Coping At Lazy River**

**Created:** Mon, 1/6/2025

After

**(21)**

**Painted Columns At Veranda**

**Created:** Mon, 1/6/2025

Before

**(22)**

**Painted Columns At Veranda**

**Created:** Mon, 1/6/2025

After

**(23)**

**Removed Tree Stump From Dog Park**

**Created:** Mon, 1/6/2025

Before

**(24)**

**Removed Tree Stump From Dog Park**

**Created:** Mon, 1/6/2025

After

**(25)**

## Replaced Batteries For AED

**Created:** Mon, 1/6/2025

Before

**(26)**

**Replaced Batteries For AED**

**Created:** Mon, 1/6/2025

After

**(27)**

**Repaired Broken Door Closer Women's Restroom At Outpost**

**Created:** Mon, 1/6/2025

Before

**(28)**

**Repaired Broken Door Closer Women's Restroom At Outpost**
**Created:** Mon, 1/6/2025

After

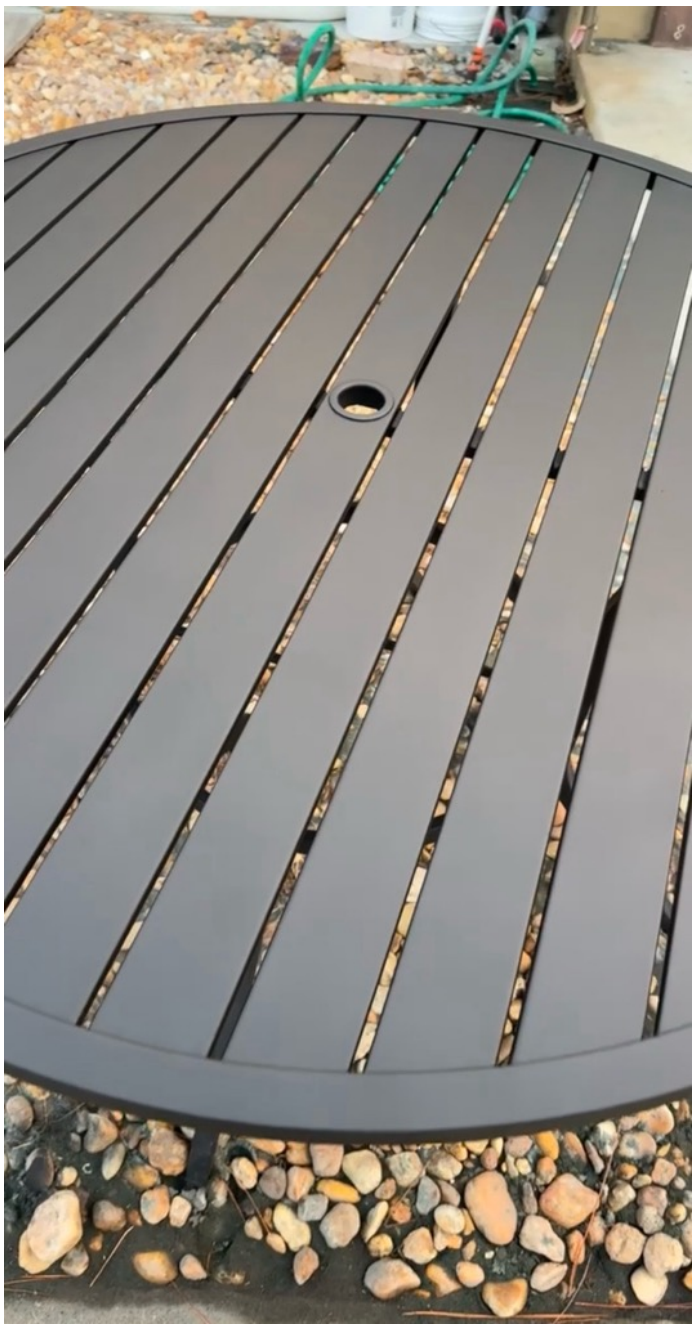
**(29)**

## Repainted Tables At Fitness Lodge

**Created:** Mon, 1/6/2025

Before

**(30)**



**Repainted Tables At Fitness Lodge**

**Created:** Mon, 1/6/2025

After

**(31)**

**Power washed Paver Walkway At Outpost**

**Created:** Mon, 1/6/2025

Before

**(32)**

**Power washed Paver Walkway At Outpost**

**Created:** Mon, 1/6/2025

After

**(33)**

## Repaired Loose Pavers At Lap Pool

**Created:** Mon, 1/6/2025

Before

**(34)**

**Repaired Loose Pavers At Lap Pool**

**Created:** Mon, 1/6/2025

After

**(35)**

**Replaced Hinges On Gate At  Rear Entrance To Fitness Lodge**
**Created:** Mon, 1/6/2025

Before

**(36)**

**Replaced Hinges On Gate At Rear Entrance To Fitness Lodge**
**Created:** Mon, 1/6/2025

After

**(37)**

**Lost A Tree Due To Accident On Shearwater Parkway, Rupert Provided Quote To Replace**

**Created:** Mon, 1/6/2025

**(38)**

**Lost A Tree Due To Accident On  Shearwater Parkway, Rupert Provided Quote To Replace**

**Created:** Mon, 1/6/2025

**(39)**

**Recommend Replacing Picnic Tables At Northcreek Park, Due To Vandalism We've Repaired Numerous Times**

**Created:** Mon, 1/6/2025

**(40)**

**Recommend Replacing Water Fountain Sensor Covers, Old And Worn**
**Created:** Mon, 1/6/2025

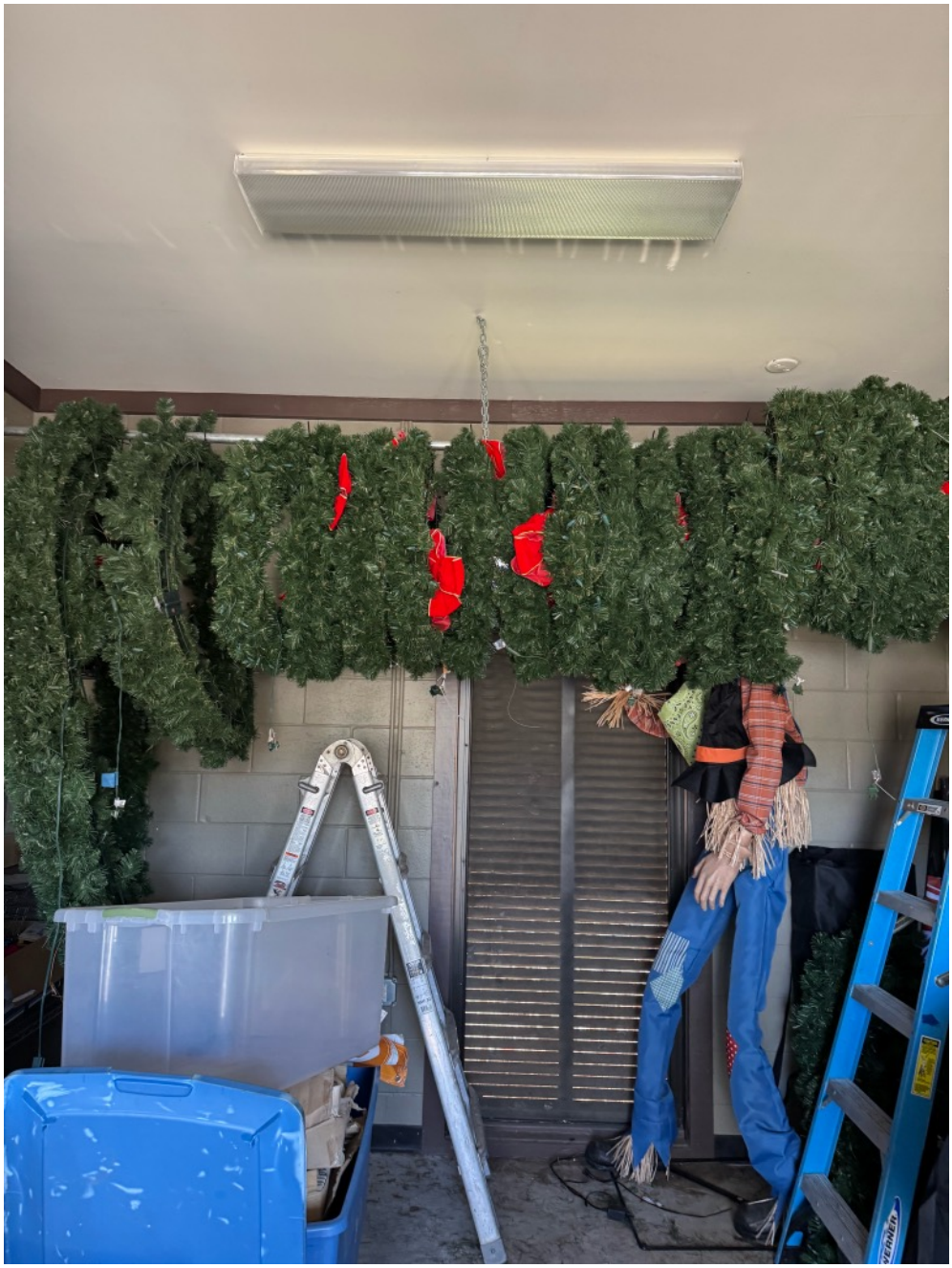
**(41)**

**Repaired Faucet  In Women's Restroom At The Pavilion**
**Created:** Mon, 1/6/2025

**(42)**

**Repaired Vacuum Breaker On Toilet At Men’s Restroom In Fitness Lodge**
**Created:** Mon, 1/6/2025

**(43)**



**Installed Rod To Hang Holiday Decorations In Lifestyles Storage**
**Created:** Mon, 1/6/2025
Completed by Johnnie verdell

## Shearwater Lifestyle Summary Report – December 2024

### December 10th, 17th – Curiosity U, Carrabba's Night, OneBlood Donations

- 12 participants at Curiosity U on average. Only 3 orders for Carrabba's, 16 donations for OneBlood

### December 11th – Coffee and Conversation

- Coffee sponsored by Kinder Cafe. .Food purchased from Sam's Club and Publix. Approx. 70 attendees. Event sponsored by VIP care, David Palmeri, and Oasis advisors

### December 12th + 14th – Photos w/ Santa

- Resident paid professional photos with Santa with Dedication photography. 46 total appointments booked.

### December 14th – Winterfest w/ First Coast Vendor Village

- HUGE event w/ approximately 3000+ Attendees. Vendor booths, Photos w/ Santa, cookie station, Hot cocoa station, Inflatables, Horse drawn carriage ride, photos w/ mini horse, food trucks, 2 face painter, glitter tattoo artist, and smores.

### December 13th – Trivia Night

- Hosted in the Kayak Club by LD team. Prized sponsored and donated by Zen and Ginger. 75 attendees.

### December 17th – Bingo Night

- Over 100 rsvp's. Food set up in Kayak Café by Filo's Fresh. Approximately 90 attendees. Sponsored by Mad Bacon Golf Carts. Hosted by Demetric and owners of Mad Bacon

### December 24th – Luminary Display

- Luminaries out on display near round abouts. Set up by Demetric and volunteer staff.

### Additional events/activities

- Over 14 food trucks serviced the community. Golf Cart Grand prix had 150+ attendees and was supported by St. John's County Sheriff's office with Swat vehicle, K9 unit, and Helicopter landing/takeoff team. Senior Ladies group hosted Christmas luncheon event.

SHEARWATER
CHECK OUT
OUR
WINTERFEST
HIGHLIGHTS!
FirstService
RESIDENTIAL

# Dec-24

## LIFESTYLE PROFIT & LOSS

| EXPENSES VS. REVENUE | REVENUE | COST |
|---|---|---|
| | $0.00 | $9,587.38 |

| RESIDENT POTLUCK 12/6/24 | REVENUE | COST |
|---|---|---|
| Food/Bev/Supplies - Publix | $0.00 | $76.98 |
| | | |
| | | |
| **Total** | **$0.00** | **$76.98** |

| CURIOSITY U | REVENUE | COST |
|---|---|---|
| Subscription | $0.00 | $100.00 |
| 12/10/24 - Publix | $0.00 | $35.98 |
| 12/17/24 - Publix | $0.00 | $23.96 |
| **Total** | **$0.00** | **$159.94** |

| COFFEE & CONVERSATION 12/11/24 | REVENUE | COST |
|---|---|---|
| Pre Paid Sponsorship - David Palmeri | $0.00 | $0.00 |
| Food + Supplies/Sams Club | $0.00 | $90.61 |
| Food + Supplies/Publix | $0.00 | $59.02 |
| | | |
| | | |
| **Total** | **$0.00** | **$149.63** |

| WINTERFEST | REVENUE | COST |
|---|---|---|
| Food - Sams Club | $0.00 | $216.84 |
| Letters from Santa | $0.00 | $30.48 |
| Kids supplies | $0.00 | $342.07 |
| Entertainment , Santa, Horse | $0.00 | $5,515.00 |
| Shuttle | $0.00 | $2,200.00 |
| **Total** | **$0.00** | **$8,304.39** |

| TWEEN SILENT DISCO | REVENUE | COST |
|---|---|---|
| Hush Hush w/headphones | $0.00 | $700.00 |
| | | |
| **Total** | **$0.00** | **$700.00** |

| LUMINARY BAGS | REVENUE | COST |
|---|---|---|
| Bag kits - Amazon | $0.00 | $158.49 |
| Sand - Ace hardware | $0.00 | $37.95 |
| **Total** | **$0.00** | **$196.44** |

| BINGO/ TRIVIA | REVENUE | COST |
|---|---|---|
| Prizes | $0.00 | $31.98 |
| Bingo Set - Amazon, Ebay | $0.00 | $179.59 |
| **Total** | **$0.00** | **$211.57** |

| VENDOR REVENUE - 10% OF ALL SALES | | |
|---|---|---|
| VENDOR | PAYMENT METHOD | ACTUAL INCOME |
| Zumba - Srimawi4 | Square | $10.00 |
| Zumba - Songhwanara | Check | $10.00 |
| The Sugared Lemon Lady | Square | $0.00 |
| Soccer Shots | Check | $0.00 |
| Full for Life | Square | $4.50 |
| Aqua aerobics | Square | $0.00 |
| Planet Pizza | Square | $31.00 |
| Sunset Slush | Square | $0.00 |
| I love Pierogi | Square | $0.00 |
| Little Pizza Truck | Square | $0.00 |
| CPR | Square | $0.00 |
| Cardio Funk | Square | $0.00 |
| Peacock Fitness | Square | $0.00 |
| Lionheart Sports | Square | $0.00 |
| Peak Fitness | Square | $0.00 |
| Belly Dancing | Square | $0.00 |
| Tetiana Vorontsova | Square | $105.00 |
| 904 Tennis | Square | $0.00 |
| Vendor Village | Check | $0.00 |
| Farmers Market | Square | $0.00 |
| **Total** | | **$160.50** |

# Tab 5

## Trout Creek YTD Revenues & Expenditures Thru 11/30/2024

(Unaudited - Presented by Supervisor Murphy)

## SUMMARY

| | Annual Budget | YTD Budget Thru 11/30/24 | YTD Actual Thru 11/30/24 | Variance |
|---|---|---|---|---|
| Total Revenues - O& M | 3,894,262 | 3,657,620 | 3,705,743 | (48,123) |
| Total Revenues - Capital Reserve | 307,326 | 295,659 | 297,796 | (2,137) |
| Total General Fund Revenues (Higher)/Lower) | 4,201,588 | 3,953,279 | 4,003,539 | (50,260) |
| | | | | |
| Total Expenditures O & M | 3,894,262 | 735,738 | 676,460 | 59,278 |
| Total Expenditures - Capital Reserve | 307,326 | 9,581 | 9,581 | 0 |
| Total General Fund Expenditures | 4,201,588 | 745,319 | 686,041 | 59,278 |
| | | | | |
| Total O & M Excess of Revenues Over(Under) Expenditures | 0 | 2,921,882 | 3,029,283 | (107,401) |
| Total Excess of Revenues Over(Under) Expenditures | 0 | 286,078 | 288,215 | (2,137) |
| Total Excess of Revenues Over(Under) Expenditures | 0 | 3,207,960 | 3,317,498 | (109,538) |

### Explanations of Variances

**O & M Expenses - Under by $59,278**

| | |
|---|---|
| Landscaping - Budget spread evenly by 12, budget spread fixed to better reflect timing of new contracts/increases (will show next month) | 40,955 |
| Amenity Staff - Not fully staffed, some positions took time to be replaced and others not filled yet | 17,233 |
| Other | 1,090 |
| | |
| **Total of Major Variance Explantions** | **59,278** |

# Trout Creek YTD Revenues & Expenditures Thru 11/30/2024

| Chart of Accounts Classification | Annual Budget | YTD Budget Thru 11/30/24 | YTD Actual Thru 11/30/24 | Variance | Variance Explanation |
|---|---|---|---|---|---|
| **O&M** | | | | | |
| **Revenues** | | | | | |
| Interest Earnings | | | | | |
| Interest Earnings | 0 | 0 | 966 | (966) | |
| Special Assessments | | | | | |
| Off Roll | 492,539 | 492,539 | 492,539 | 0 | |
| Tax Roll | 3,097,753 | 3,097,753 | 3,128,742 | (30,989) | |
| Contributions & Donations from Private Sources | | | | | |
| HOA Capital Transfer | 125,000 | 0 | 0 | 0 | |
| Other Misc. Revenues | | | | | |
| Activity Fees | 30,000 | 5,000 | 4,123 | 877 | |
| Cafe Revenue | 24,970 | 4,162 | 1,077 | 3,085 | |
| Facilities Rentals | 35,000 | 5,833 | 4,659 | 1,174 | |
| HOA Reimbursement | 45,000 | 45,000 | 53,484 | (8,484) | |
| Insurance Proceeds | 0 | 0 | 7,600 | (7,600) | Irrigation Timer Damage & Auto Damage Claims |
| Misc Revenue | 0 | 0 | 1,033 | (1,033) | Parents reimburse for firepit damage |
| Special Events Revenue | 20,000 | 3,333 | 11,520 | (8,187) | Budget spread evenly instead of seasonally. Will be reflected correctly next month |
| Tennis center Revenue Share Agreement | 24,000 | 4,000 | 0 | 4,000 | |
| **Total Revenues** | **3,894,262** | **3,657,620** | **3,705,743** | **(48,123)** | |
| | | | | | |
| **Expenditures** | | | | | |
| | | | | | |
| **District Expenses:** | | | | | |
| Board of Supervisor Fees | 14,000 | 2,333 | 1,800 | 533 | |
| District Management | 61,404 | 15,206 | 15,205 | 1 | |
| Other District Financial & Accting | 38,725 | 17,185 | 17,193 | (8) | |
| District Counsel | 65,000 | 10,834 | 8,911 | 1,923 | Timing of work done |
| District Engineer | 30,000 | 5,000 | 1,715 | 3,285 | Timing of work done |
| Law Enforcement - Security | 35,000 | 5,833 | 5,576 | 257 | |
| **Total District Expenses:** | **244,129** | **56,391** | **50,400** | **5,991** | |
| | | | | | |
| **Staffing Related Expenses:** | | | | | |
| Employee - Amenity Staff | 860,400 | 143,400 | 126,167 | 17,233 | Not fully staffed up yet, plus some staff have left and it took time to be replaced |
| Amenity Management Service Contracts | 21,648 | 3,608 | 3,608 | 0 | |
| **Total Staffing Related Expenses** | 882,048 | 147,008 | 129,775 | 17,233 | |
| | | | | | |
| **Utilities:** | | | | | |
| Electric Utility - Recreation Facilities | 70,000 | 11,667 | 8,853 | 2,814 | |
| Electric Utility - Street Lights | 60,000 | 10,000 | 9,778 | 222 | |
| Electric Utility Services | 11,000 | 1,833 | 1,737 | 96 | |
| Gas Utility Services | 2,000 | 333 | 206 | 127 | |
| Water-Sewer Utility - Reclaimed | 485,000 | 54,043 | 60,109 | (6,066) | Higher amount of watering days, have cut it back |
| Water-Sewer - Recreation Facilities | 18,375 | 1,627 | 2,546 | (919) | |
| Garbage/Solid Waste Control Services | 8,500 | 1,417 | 2,640 | (1,223) | 3 months of actuals instead of 2, New fuel/emvironmental recovery fee not budgeted for (240/mo) |
| **Total Utilities** | **654,875** | **80,920** | **85,869** | **(4,949)** | |
| | | | | | |
| **Landscaping & Irrigation:** | | | | | |
| Landscape & Irrigation Maintenance | 1,070,000 | 178,334 | 137,379 | 40,955 | Budget spread equally over 12 months, changed budget spread to closer reflect timing of increases anticipated(will change next month) |
| Landscape Replacement Plants, Shrubs, Tr | 40,000 | 40,000 | 39,687 | 313 | |

**Trout Creek YTD Revenues & Expenditures Thru 11/30/2024**

| Chart of Accounts Classification | Annual Budget | YTD Budget Thru 11/30/24 | YTD Actual Thru 11/30/24 | Variance | Variance Explanation |
|---|---|---|---|---|---|
| Common Area Pinestraw Mulch | 125,000 | 90,600 | 90,600 | 0 | |
| Irrigation Repair | 35,000 | 5,833 | 4,354 | 1,479 | |
| **Total Landscaping & Irrigation** | **1,270,000** | **314,767** | **272,020** | **42,747** | |
| | | | | | |
| **Amenity Related Expenses:** | | | | | |
| Amenity Janitorial Services | 20,000 | 3,333 | 5,000 | (1,667) | Needed extra services from Janitor Service while porter was being replaced |
| Amenity Maintenance & Repairs | 65,000 | 10,834 | 6,872 | 3,962 | |
| Amenity Operating Supplies | 25,000 | 4,166 | 6,009 | (1,843) | Stock up on supplies at beginning of fiscal year |
| Pool Chemicals & Service Contract | 103,400 | 17,234 | 20,608 | (3,374) | 3 months of actuals instead of 2 |
| Lifeguard/Pool Monitors | 175,000 | 3,103 | 3,103 | 0 | |
| Fitness Equipment Lease & M&R | 40,298 | 6,716 | 6,866 | (150) | |
| Tennis Court Programs & Maint & Supplies | 31,500 | 5,250 | 0 | 5,250 | Havent received bills for tennis programs yet |
| Access Control & Security Monitoring M&R | 11,000 | 1,833 | 0 | 1,833 | |
| Licenses, Fees & Permits | 11,462 | 1,911 | 3,014 | (1,103) | Timing |
| Pest Control/Termite Bond & Wildlife Mgmt | 5,500 | 916 | 608 | 308 | |
| Telephone, Internet, Cable | 12,000 | 2,000 | 2,269 | (269) | |
| Other | 4,000 | 667 | 475 | 192 | |
| **Total Amenity Related Expenses** | **504,160** | **57,963** | **54,824** | **3,139** | |
| | | | | | |
| **Lifestyle Expenses:** | | | | | |
| Shuttle Service | 15,000 | 3,000 | 2,750 | 250 | |
| Special Events | 66,550 | 25,550 | 23,148 | 2,402 | |
| Cafe Materials | 15,000 | 2,500 | 1,051 | 1,449 | |
| **Total Lifestyle Expenses:** | **96,550** | **31,050** | **26,949** | **4,101** | |
| | | | | | |
| **Other Shearwater Expenses:** | | | | | |
| Aquatic Maintenance | 49,000 | 8,167 | 7,764 | 403 | |
| Stormwater Assessments | 4,000 | 667 | 0 | 667 | |
| Road & Street Facilities | 5,000 | 833 | 0 | 833 | |
| Entry & Walls Maintenance & Repair | 4,500 | 750 | 0 | 750 | |
| General Liability & Property Insurance | 95,000 | 25,555 | 25,118 | 437 | |
| Holiday Decorations | 15,000 | 0 | 0 | 0 | |
| **Total Other Shearwater Expenses** | **172,500** | **35,972** | **32,882** | **3,090** | |
| | | | | | |
| **Misc./Contingency Expenses:** | | | | | |
| Miscellaneous Expense | 20,000 | 3,333 | 12,348 | (9,015) | ECS testing of Goodhope Ct (3,000) Catch basins on Shearwater pathway (2,528),Removal of trees at Outpost playground (4,420) Painting of Fitness Center ($4,305) Reserve Study deposit($4,150), Hardware & subscription for Fitness Equip ($2,938) |
| Capital Improvements/Contingency | 50,000 | 8,334 | 11,393 | (3,059) | |
| **Total Misc./Contingency Expenses** | **70,000** | **11,667** | **23,741** | **(12,074)** | |
| | | | | | |
| **Total Expenditures** | **3,894,262** | **735,738** | **676,460** | **59,278** | |
| | | | | | |
| **Total Excess of Revenues Over(Under) Expen-** | **0** | **2,921,882** | **3,029,283** | **(107,401)** | |
| Total Other Financing Sources(Uses) | | | | | |
| Interfund Transfer | | | | | |
| Total Other Financing Sources(Uses) | 0 | 0 | 0 | 0 | |
| Fund Balance, Beginning of Period | 0 | 0 | 331,157 | (331,157) | |
| **Total Fund Balance, End of Period** | **0** | **2,921,882** | **3,360,440** | **(438,558)** | |

# Trout Creek YTD Revenues & Expenditures Thru 11/30/2024

| Chart of Accounts Classification | Annual Budget | YTD Budget Thru 11/30/24 | YTD Actual Thru 11/30/24 | Variance | Variance Explanation |
|---|---|---|---|---|---|
| **Capital Reserve** | | | | | |
| **Revenues** | **Annual Budget** | **Annual Budget** | **YTD Actual Thru 03/31/24** | **Variance** | |
| Interest Earnings | | | | | |
| Interest Earnings | 14,000 | 2,333 | 4,470 | (2,137) | |
| Special Assessments | | | | | |
| Off Roll | 40,699 | 40,699 | 40,699 | 0 | |
| Tax Roll | 252,627 | 252,627 | 252,627 | 0 | |
| Total Revenues | 307,326 | 295,659 | 297,796 | (2,137) | |
| Expenditures | | | | | |
| Contingency | | | | | |
| Capital Outlay | 307,326 | 9,581 | 9,581 | 0 | 1/2 cost of Fitness Equip Purchase ($9,581)- Fitness Strength Equip |
| Total Contingency | 307,326 | 9,581 | 9,581 | 0 | |
| Total Expenditures | 307,326 | 9,581 | 9,581 | 0 | |
| Total Excess of Revenues Over(Under) Expenditures | 0 | 286,078 | 288,215 | (2,137) | |
| Total Other Financing Sources(Uses) | | | | | |
| Interfund Transfer (Revenue) | | | | | |
| Interfund Transfer(Expense) | 0 | 0 | 0 | 0 | |
| Total Other Financing Sources(Uses) | 0 | 0 | 0 | 0 | |
| Fund Balance, Beginning of Period | 0 | 0 | 682,873 | 0 | |
| Total Fund Balance, End of Period | 0 | 286,078 | 971,088 | (685,010) | |
| | | | | | |
| Total Revenues - O& M | 3,894,262 | 3,657,620 | 3,705,743 | (48,123) | |
| Total Revenues - Capital Reserve | 307,326 | 295,659 | 297,796 | (2,137) | |
| Total General Fund Revenues | 4,201,588 | 3,953,279 | 4,003,539 | (50,260) | |
| | | | | | |
| Total Expenditures O & M | 3,894,262 | 735,738 | 676,460 | 59,278 | |
| Total Expenditures - Capital Reserve | 307,326 | 9,581 | 9,581 | 0 | |
| Total General Fund Expenditures | 4,201,588 | 745,319 | 686,041 | 59,278 | |
| | | | | | |
| Total Excess of Revenues Over(Under) Expenditures | 0 | 3,207,960 | 3,317,498 | (109,538) | |

**2024/2025 Capital Expenditures**

**O & M - Capital Improvements - Contingency**

| | |
|---|---|
| Painting of Fitness Cente | 4,305 |
| Reserve Study Deposit | 4,150 |
| Fitness Equipment Hardware & Subscription Costs | 2,938 |
| **Total** | **11,393** |

**Capital Reserve - Capital Improvements**

| | |
|---|---|
| Fitness Equipment Deposit | 9,581 |
| **Total** | **9,581** |

**Current YTD Actuals**

| Annual Assessment | Actual Interest | Actual Expenses | Net Reserve Funds | Shortfall From Reserve Plan | Fiscal Year |
|---|---|---|---|---|---|
| $ 289,600 | | $ 94,600 | $ 195,000 | $ (135,321) | 2021/2022 |
| $ 295,392 | $ 892 | $ 17,524 | $ 473,760 | $ (156,614) | 2022/2023 |
| $ 301,300 | $ 16,365 | $ 108,552 | $ 682,873 | $ (209,665) | 2023/2024 |
| $ 293,326 | $ 4,470 | $ 9,581 | $ 971,088 | $ (211,902) | 2024/2025 |
| As of 11/30/24 | | $ 230,257 | $ 971,088 | $ (211,902) | |

*Based on YTD, not year end

| | Amount | Year Spent | Year projected in |
|---|---|---|---|
| Retaining Wall by P3 Bridge | 86,000 | 2022 | never |
| Kayak Club HVAC | 4,000 | 2022 | 2028 |
| Pool Furniture | 16,200 | 2023 | 2024 |
| Tennis Court Resurface | 24,600 | 2024 | 2025 |
| Pool Fence | 60,000 | 2024 | 2036 |
| Kayak Club HVAC | 14,400 | 2024 | 2036 |
| Fitness Equipment Purchase | 19,162 | 2024 | never |
| Other Misc | 5,895 | | |
| **Total** | **230,257** | | |

**Trout Creek YTD Lifestyle Revenues & Expenditures Thru 11/30/2024**

| Chart of Accounts Classification | Annual Budget | YTD Budget Thru 11/30/24 | YTD Actual Thru 11/30/24 | Variance | Variance Explanation |
|---|---|---|---|---|---|
| Other Misc. Revenues | | | | | |
| Activity Fees | 30,000 | 5,000 | 4,123 | 877 | |
| Cafe Revenue | 24,970 | 4,162 | 1,077 | 3,085 | |
| Facilities Rentals | 35,000 | 5,833 | 4,659 | 1,174 | |
| Special Events Revenue | 20,000 | 3,333 | 11,520 | (8,187) | month |
| **Total Revenues** | **109,970** | **18,328** | **21,379** | **(3,051)** | |
| | | | | | |
| **Expenditures** | | | | | |
| **Lifestyle Expenses:** | | | | | |
| Shuttle Service | 15,000 | 3,000 | 2,750 | 250 | |
| Special Events | 66,550 | 25,550 | 23,148 | 2,402 | |
| Cafe Materials | 15,000 | 2,500 | 1,051 | 1,449 | |
| **Total Lifestyle Expenses:** | **96,550** | **31,050** | **26,949** | **4,101** | |
| | | | | | |
| **Net Lifestyle Revenue/(Expense)** | **13,420** | **(12,722)** | **(5,570)** | **(7,152)** | |

# Tab 6

**2025 AGREEMENT BETWEEN THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AND SHEARWATER SHARKS SWIM TEAM FOR USE OF THE AQUATIC FACILITIES**

THIS AGREEMENT is made and entered into as of this 15th$^{th}$ day of January 2025, by and between:

**Trout Creek Community Development District**, a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida, 33614 (hereinafter "District") and

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

**RECITALS**

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

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

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

**WHEREAS,** the District is willing to allow the Swim Team and its coaches to make use of the District's Aquatic Facilities for practice provided that such use does not impede the District's operation of the Aquatics Facilities as a public improvement, and provided that the Swim Team complies with the provisions set forth herein.

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

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

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

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

1. **RECITALS.** The Recitals set forth above are true and correct and are incorporated herein as a

material part of this Agreement.

2. **TERM.** This Agreement shall commence upon the 15thth day of January 2025, and shall terminate on July 28, 2025 unless cancelled earlier in accordance with Section 12 below. However, the covenants and obligations of Swim Team contained herein shall survive termination for acts and omissions which occurred during the effective term of this Agreement.

3. **USAGE BY SWIM TEAM.**

   A. **USAGE, GENERALLY.** The Swim Team may use the Aquatic Facilities for practices and swim meets as provided for herein. There shall be no non-resident participation during practice during the 2025 season; participants must be residents of the District to register and remain residents to continue to participate on the Swim Team. The Swim Team's practice schedule shall be coordinated with the District, through its Designee, at all times. The Swim Team agrees that such use shall be in conjunction with the use of the recreation center facilities by other Patrons of the District and Swim Team's use shall not interfere with the operation of the recreation center facilities as a public improvement. Swim Team agrees that all use of the District's facilities shall be subject to the policies and regulations of the District, including but not limited to, the Guidelines for Swim Team Usage which are incorporated herein and attached as **Exhibit A.** Swim Team further agrees that the District shall have the right to take such actions as are necessary to preserve the health, safety and welfare of its residents, landowners, lands and facilities, including the temporary closure of the Aquatic Facilities due to weather conditions. The District and Swim Team agree that in consideration of the Swim Team's acceptance of the covenants and obligations contained in this Agreement, the persons identified as coaches by Swim Team may participate on the Swim Team and make use of the District's Aquatic Facilities only during Swim Team practices and meets, regardless of the coach's status as a paid user of the facilities. The Swim Team shall provide to the District a complete roster of swimmers on the Swim Team at prior to commencing swimming practices. The license granted herein only includes use of the pool decks, lap pool, pavilion, event lawn and designated restrooms in case of emergencies.

   B. **WAIVER AND RELEASE.** Each participant, and in the case of a participant under 18 years of age, each participant's parent or legal guardian shall execute a waiver and release in the form attached hereto as **Exhibit B.**

   C. **PARKING PROTOCOLS.** The Swim Team shall coordinate with the General Manager or his/her on site management designee to develop and implement parking protocols, attached hereto as **Exhibit C.** Should the District determine that onsite parking is unsatisfactory in connection with practices and swim meets, the Swim Team will coordinate with the General Manager or his/her onsite management designee to update the parking protocols.

4. **SCHEDULING.** Swim Team shall coordinate services directly with the General Manager or his/her on-site management designee. This Agreement does not grant Swim Team exclusive use of the facilities or any part thereof. Swim Team shall schedule all practices and swim meets in advance pursuant to the means and methods set forth by the General Manager and his/her on-site management designee, who shall have final and absolute discretion with respect

to matters related to scheduling.

5. **COMPENSATION.** Swim Team shall be entitled to charge and collect a fee directly from Patrons participating in the program. Swim Team is a 501c3 comprised of paid facility users. Swim Team shall pay to the District ten percent (10%) of all team registration fees collected from Patrons participating in the program.

6. **FDLE CRIMINAL BACKGROUND CHECKS.** Swim Team shall require a Florida Department of Law Enforcement criminal background check for all Swim Team coaching staff prior to using the District's facilities. Swim Team shall be solely responsible for any costs associated with conducting and providing such criminal background check. Should any report reveal any criminal history that would endanger the health, safety and welfare of the District and its residents, such individual shall not enter the District facilities pursuant to this Agreement. Furthermore, Swim Team hereby agrees to adhere to the Youth Program Safety Guidelines attached hereto as **Exhibit D** and incorporated herein by this reference.

7. **CARE OF THE PROPERTY.** Swim Team agrees to use all due care to protect the property of the District, its residents and landowners from damage, and to require any meet participants invited to the District's recreation center facilities to do the same. Swim Team agrees that it shall assume responsibility for any and all damage to the District's facilities or lands as a result of Swim Team's use under this Agreement other than damage which may be attributable to ordinary wear and tear as determined by the District. In the event that any damage to the District's facilities or lands occurs, the District shall notify Swim Team of such damage. Swim Team agrees that the District may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as is necessary to preserve the health, safety and welfare of the District's lands, facilities, residents and landowners. Swim Team agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Section.

8. **SALES AND ADVERTISEMENTS.** The Swim Team agrees that while on the District's property, it will abide by and sales will be consistent with **Exhibit A,** "Guidelines for Swim Team Usage". Furthermore, any and all advertisements naming the District or its facilities, including any derivation of such facilities, shall include the following statement in legible font: "This is not a TCCDD endorsed activity."

9. **ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Notwithstanding this, the Swim Team's right to recover damages from the District on any and all claims of any type shall be limited in all instances to no more than Five Hundred Dollars ($500).

10. **INDEMNIFICATION AND INSURANCE.** Swim Team agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the use of the District's facilities and lands by Swim Team and its guests, including litigation or any appellate proceedings with respect thereto, and specifically including but not limited to claims arising out of or connected to alleged or actual exposure to the COVID-19 virus. In the event legal representation or defense is provided pursuant this Agreement, the Swim Team shall be responsible for all costs

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

11. **RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

12. **CANCELLATION.** Both Parties shall have the right to cancel this Agreement at any time without cause. However, the covenants and obligations of Swim Team contained in sections 3, 4, 6, 7, 8, & 9 shall survive cancellation for acts and omissions which occurred during the effective term of the agreement.

13. **ENTIRE AGREEMENT.** This instrument, together with the attached **Exhibit A**, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. This Agreement shall supersede all other previous agreements related to the terms and conditions of this Agreement.

14. **AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both Parties hereto.

15. **ASSIGNMENT.** Neither the District nor the Swim Team may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other. Any attempted assignment without such written approval shall be void.

16. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in St. Johns County, Florida.

17. **NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight delivery service or First-Class Mail, postage prepaid, to the Parties, as follows:

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

    **B.** If to District: Trout Creek Community Development District
    3434 Colwell Avenue, Suite 200

Tampa, FL 33614
Attn: District Manager

**C.** With a Copy to: Kutak Rock LLP
107 West College Ave
Tallahassee, Florida 32301
Attn: District Counsel

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

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

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

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

**ATTEST:**

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**

_____

_____
Chairperson, Board of Supervisors

_____
Print Name of Witness

**ATTEST:**

**SHEARWATER SHARKS SWIM TEAM**

_____

_____
James Hale, President

_____
Print Name of Witness

**Exhibit A:** Guidelines for Swim Team Usage
**Exhibit B:** Form of Waiver and Release
**Exhibit C:** Parking Protocols
**Exhibit D:** Youth Program Safety Guidelines
**Exhibit E**: Designated Areas During Swim Team Practices

**EXHIBIT A**

**GUIDELINES FOR SWIM TEAM USAGE 2025**

1. All Swim Team usage of District Facilities must be pre-scheduled with the General Manager or his/her on-site management designee at least twenty-one (21) days prior to the beginning of practices.

2. Usage of the District facilities is limited to the facilities named in the Agreement and this exhibit ONLY.

3. All Swim Team members must be District Patrons at the time of registration and remain District Patrons throughout swim season.

4. Swim Team is responsible for ensuring that Swim Team members abide by all facility rules and policies.

5. Swim Team will continue to share storage area underneath the water slide. Swim Team is responsible for securing and locking storage items. Swim Team will take reasonable care to avoid damage to any District items stored under the water slide and may be responsible for the costs of damage to or loss of such items if Swim Team fails to use reasonable care.

6. Swim Team may utilize starting blocks provided by the Swim Team. Six (6) starting blocks will be installed no earlier than the first swim practice and will remain in place until the end of the season in mid-July.. Blocks shall be covered and secured when not in use with signage indicating they are not to be used. Blocks will only be uncovered and used when coaches are on deck.. Blocks will be stored beneath the District's Slide Tower when not in use. Swim Team will use caution when installing and removing starting blocks and shall be responsible for damage to District Facilities.

7. The Swim Team will host (1) Mock Meet. The Mock Meet will be a practice meet with no visiting team and will run no more than 5 hours. The Mock Meet will occur on Saturday, May 10th from 7am-11am utilizing the lap pool, pavilion, and Event Lawn. The Mock Meet will utilize all six (6) lanes and run the timing/starting systems. The Mock Meet will be residents only and will utilize parking marshals.

8. The Swim Team will host up to three (3) swim meets during the 2025 season. Swim meets will occupy all six (6) lap lanes, adjacent pool deck, pavilion, and adjacent grass field. Weekend Meets will start at 8am with warmups beginning at 7am and setup beginning after hours the night before. The opposing, non-resident teams will attend up to three (3) swim meets. Swim meet schedule is as follow and approved by the General Manager:

    - Saturday, June 7th (7am-1pm)
    - Saturday, June 14th (7am-1pm)
    - Saturday, June 28th (7am-1pm)

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

A. April 21st - May 30th

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

B. June 2nd – July 11th

Monday, Tuesday, 4:00 p.m. – 7:00 p.m.

Thursday, Wednesday 7:00 a.m. – 10:00 a.m.

Friday 7:00 a.m.-10 a.m. (if needed due to weather cancellations)

10. Any changes to the meet or practice schedules that are required due to facilities scheduling conflicts, weather, and other unforeseen circumstances will be coordinated between the Swim Team and the General Manager in a timely manner. No practices will be held on holiday or holiday weekends. The District reserves to cancel practices in its sole discretion, but will use its best efforts to reschedule practices if requested by the Swim Team.

11. The Swim Team shall be responsible for straightening equipment on the pool deck, such as chairs, tables, or umbrellas that may be used by swimmers or coaches, in addition to disposing trash within the pool deck trash receptacles.

12. The Swim Team may operate a concessions booth as a fundraising effort to benefit the non-profit 501c3 organization during swim meets. It is expected the concessions booth will be placed under the pavilion and comply with necessary Department of Health requirements. GLASS is NOT ALLOWED.

13. The Swim Team may permit select team sponsors to attend (spectate) swim meets, set up a booth, and interact with swim parents. Sponsors with a booth or interactive activities must provide a certificate of insurance and add the District and FirstService Residential as an additional insured.

14. All Swim Team swimmers must be capable of swimming a minimum of twenty-five yards continuously.

15. During Swim Team practice, one (1) swimming lane will be available for general resident recreation swimming. The Swim Team will post a sign provided by the District at this available lane during practice and remove it at the end of practice. The (2) wading areas in the southern portion of the lap pool will be closed to non-swim team residents during practice to prevent injury. (See Exhibit E). The northern most swim lane will remain open to residents for lap swimming as will the (2) northernmost wading areas.

16. Swim Team will ensure that, prior to registration and/or payment with the Swim Team, each prospective Swim Team member demonstrates proof of residency or has new home build contract in place. Additionally, it shall be the responsibility of the Swim Team to ensure that all Swim Team members are covered by the Swim Team's insurance policy. In addition, the swim team will be allowed to permit no more than 10 swimmers to join that do not live in Shearwater. These out of neighborhood swimmers will pay an additional $100 that will be submitted directly to the CDD. These swimmers will also fall within age groups that are not filled up on the swim team with existing resident swimmers, typically within the older age groups where the team doesn't have enough swimmers to compete with other teams. Residents will always be giving priority over non residents in regards to joining the swim team should capacity issues arise.

17. A Swim Team roster will be provided to the District at the beginning of the season prior to the first day of practice, and on a monthly basis until the end of swim season. The roster must include all registered swimmers, coaching staff, and volunteers.

18. Proof of insurance must be provided to the District prior to the first scheduled practice.

19. Swim Team contract with the District must be signed prior to the first scheduled practice.

20. Swim Team agrees that any and all advertisements naming the District or its facilities, including any derivation of such facilities, shall include the following statement in legible font: "This is not a TCCDD endorsed activity."

21. The Swim Team is required to have a person certified in CPR/AED on deck, supervising the Swim Team swimmers, at all times during Swim Team practices and meets. The swim team will provide necessary first aid equipment during practice and will have a first aid booth setup during meets with capable personnel.

22. The Swim Team does not permit swim coaches to provide private instructions outside of scheduled swim practice or swim meet operating hours on District property unless coordinated directly between the coach and the District.

23. The Swim Team will host the following events throughout the season with dates and times coordinated with the General Manager.

    A. Parent Information Session (1.5 hours, Kayak Club Room)

    B. (2) New Swimmer Evaluation (2 hours, Lap Pool, 2 dedicated lanes)

    C. Kick-off Cookout (Event Lane/Pavilion or Outpost)

    D. Pep Rally (Pavilion)

    E. End of Year Banquet (Event Lawn/ Pavilion)

Each event will utilize the Pavilion and/or the indoor Kayak Club room. No glass will be permitted inside the pool fence during these events. The events will run no longer that 4 hours each and will be pre-scheduled with the General Manager or his/her on-site management designee at least twenty-one (21) days prior.

24. The Parties agree to provide any and all concerns occurring during the swim season within five (5) business days of said concern. The Parties agree to use best efforts to resolve concerns in an expeditious manner

25. The Swim Team agrees to have a representative attend the District's meetings during Swim Team season to address questions or concerns. Additionally, within 4-6 weeks of the conclusion of swim season, the General Manager shall meet with Swim Team Board members to review the overall effectiveness of the existing contract with the goal of improving operations for future seasons.

**EXHIBIT B**

**WAIVER AND RELEASE**

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

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

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

| | |
|---|---|
| _____ | _____ |
| Name | Mailing Address |
| _____ | _____ |
| Signature | Telephone Number |
| | _____ |
| | Date |

**EXHIBIT C**

# Shearwater Shark Parking Plan for Home Meets- 2025

The Shearwater Sharks will offer the following parking plan to be utilized during the (3) home meets (TBD) in 2025 when visiting teams are in attendance.

Prior to the start of the meet and no later than 30 minutes before the end of the meet, the Swim Team will place cones and signs restricting swim team vehicles from parking in parking spaces otherwise reserved for non-swim team vehicles and/or Amenity Center Staff and Lifeguards. To make this additional space available, the Swim Team will utilize shuttles. Shuttles will be contracted and utilized for home meets during the 2025 season.

Efforts will be made to prevent non-swim team residents and non-residents from parking in designated staff parking however overall responsibility for enforcement remains with the district as the swim team holds no authority. The team will employ an off-duty SJSO Safety Patrol Officer to be present and monitor parking during the swim meets from 10am-noon

A shuttle (funded by the Swim Team) will make roundtrips from the offsite parking area to the Shearwater Amenity Center (Kayak Club), 100 kayak Way Saint Augustine, Florida 32092.

The drop-off of special needs, swimmers and tents is allowed, however due to limited parking, visitors must park at the team designated offsite parking location.

The continued use of shuttles will be utilized for the 2025 season. This plan and its financial viability will be reviewed annually by the swim team.

The following insert illustrates the parking spaces to be reserved for non-swim vehicles.

Signs directing Visiting Team vehicles to the off-site parking location will be placed on the morning of each Home Meet (2) and be removed prior to event completion.
Our Team:
Highly encouraged to walk, use golf cart parking, take advantage of drop-off area or utilize shuttle.
Visiting Team:
Drop-off area, then park at off-site location and be shuttled back to the event.
Marshalls:
Ensure safety of those in parking lot and parking in proper areas for benefit of other residents desiring to use amenities. Place restrictive cones in designated spots for lifeguard and staff use only.
Parking
Type
Swim Meet Parking (32)
Reserved for Other Residents (50)
Golf Cart Space
Kayak Club Dr
Kayak Way
Kayak Club Dr
Seahill Dr

# EXHIBIT D

# YOUTH PROGRAM SAFETY GUIDELINES

Introduction

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

Purpose

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

- Provide a safe and secure environment for children, youth, adults, members, volunteers, visitors, and Swim Team and its paid staff.

- Satisfy the concerns of parents and staff members with a screening process for Swim Team staff and volunteers overseeing youth programs at the District.

- Provide a system to respond to alleged victims of sexual abuse and their families, as well as the alleged perpetrator.

- Reduce the possibility of false accusations of sexual abuse made against Swim Team, its paid staff, and volunteers.

Protection and Prevention

*Volunteer and Employee Screening Procedures:*

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

Supervision Procedures

Unless an extenuating situation exists, Swim Team:

- Will have adequate number of screened and trained paid staff or volunteers present at practices and events involving minors. Supervision will increase in proportion to the risk of the activity.

- Will monitor facilities during activities involving minors.

- Will endeavor to release minors (here, minors is defined as children ages 15 and younger) only to a parent, guardian, or provided list of emergency contacts consented to in writing by parent/guardian.

- Will obtain written parental permission, including a signed medical treatment form and emergency contacts, before taking minors on trips and should provide information regarding the trip.

- Will use two screened staff or volunteers when transporting minors in vehicles unless the parent(s)/guardian(s) sign a waiver allowing for a single screened staff or volunteer to transport his/her minor.

- Minors under five should be accompanied to the restroom and the paid staff or volunteer wait outside the facility to escort the child back to the activity. Whenever possible, the escort will be the same sex as the child.

- Provide periodic monitoring of restroom facilities and encourage minors to report any inappropriate behavior they may hear or witness to paid staff or volunteer.

- Will encourage minors to use a "buddy system" whenever minors go on trips off of District property.

- Will screen all paid staff and volunteers and approve those individuals in advance for any overnight activities that include oversight and control of minors.

- Will designate a "confidential counselor" to whom any minor can go at any time, without special permission, to discuss any problems he or she is having.

Behavioral Guidelines for Paid Staff and Volunteer

All volunteers and paid staff will observe the following guidelines:

- Do not provide alcoholic beverages, tobacco, drugs, contraband, or anything that is prohibited by law to minors.

- Whenever possible, at least two unrelated paid staff or volunteers will be in the room when minors are present. Doors will be left fully open if one adult needs to leave the room temporarily and during arrival to the practice or event before both adults are present. Speaking to a minor or minors one-on-one should be done in public settings where staff or volunteers are in sight.

- Avoid all inappropriate touching with minors. All touching shall be based on the needs of the individual being touched, not on the needs of the volunteer or paid staff. In the event a minor initiates physical contact and/or inappropriate touching, it is appropriate to inform the minor that such touching is inappropriate.

- Never engage in physical discipline of a minor. Volunteers and paid staff shall not abuse minors in any way, including but not limited to physical abuse, verbal/mental abuse, emotional abuse, and sexual abuse of any kind.

- If you recognize an inappropriate relationship developing between a minor and adult, report such suspicions immediately to the confidential counselor or other with supervisory authority.

- Maintain clear professional boundaries with all minors and if you feel uncomfortable, refer the minor to another individual with supervisory authority.

- If one-on-one coaching or instruction is necessary, avoid meeting in isolated environments.

- Anyone who observes abuse of a minor will take appropriate steps to immediately intervene and provide assistance. Report any inappropriate conduct to the proper authorities and to the District, through its counsel, immediately.

- Provide clear expectations of behavior for both adult-athlete and athlete-athlete interactions for the protection of all persons involved.

- Use of audio or visual recording devices, including a cell phone camera, is not allowed in restrooms or changing areas.

Disqualification

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

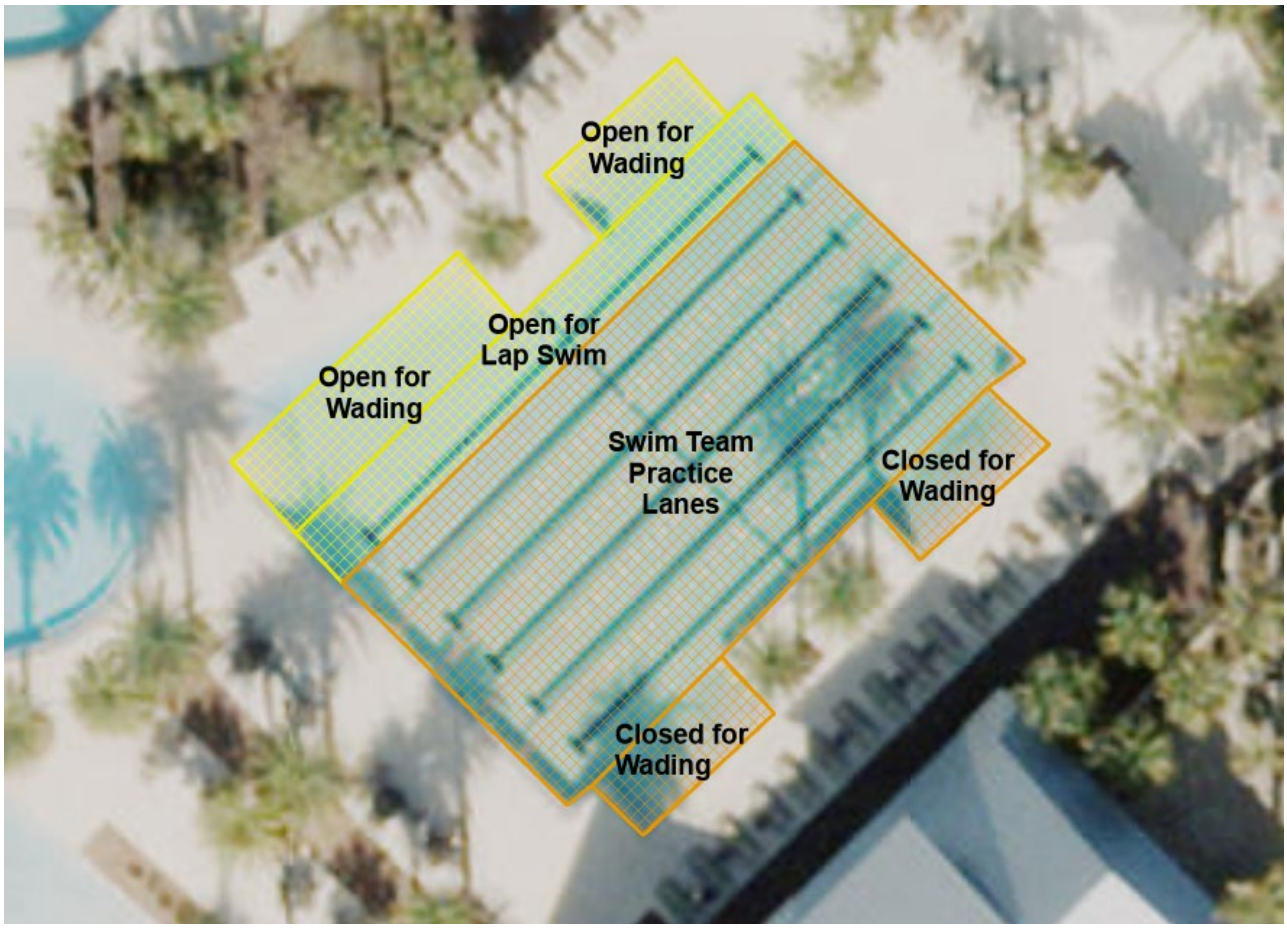
- Any offense against minors as defined by state law.

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

- A prior criminal history of an offense against minors.

**EXHIBIT E**

# Designated Areas During Swim Team Practices



# Tab 7

PRESTIGE
LANDSCAPES
OF NORTH FLORIDA, INC.

# Enhancement Proposal

| | | | |
|---|---|---|---|
| Job Name: | Hunter Irrigation Conversion | Proposal # | IR-0001 |
| Property Name: | Trout Creek CDD Phase 1 | Date: | January 6, 2025 |
| Client: | Belynda Tharpe | | |
| Address: | 100 Kayak Way | | |
| City/State/Zip: | St. Augustine, Fl 32092 | | |
| Phone: | | | |

***Prestige Landscapes of NF, Inc. will complete the work described below:***

**Description**

Prestige Landscapes of NF proposes to retro fit the existing irrigation system with a Hunter Irrigation system. We will be replacing the irrigation controller, and decoders. This comes after a season long battle with the existing RainBird system.

The Hunter system is far more advanced with its communication parameters, and will allow the system to continue to run even if there is a faulty decoder, unlike the RainBird system.

| Materials & Services | Quantity | Unit Price | Total |
|---|---|---|---|
| *Hunter 75-st wall mount controller* | *1* | *$4,280.00* | *$4,280.00* |
| *Hunter ICD Decoder* | *46* | *$443.29* | *$20,391.34* |
| *DBY Connector Boxes* | *2* | *$198.71* | *$397.42* |
| *Irrigation tech labor* | *46* | *$75.00* | *$3,450.00* |

**TOTAL PRICE** **$ 28,518.76**

## ACCEPTANCE OF TERMS

Signature below authorizes Prestige Landscapes of NF to perform work as described above and verifies that the prices and specifications are hereby accepted.
Payment terms: Net 30 days. All overdue balances will be a charged a 1.5% a month, 18% annual percentage rate.
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Prestige Landscapes control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

**Client:**

**Date:**

**Prepared by:**

*Prestige Landscapes of NF*

**Date:** January 6, 2025

| Internal Use Only | | | |
|---|---|---|---|
| Project Number: | | District: | Jacksonville South |
| PO Reference: | | Date Work Completed: | |

# Tab 8

PRESTIGE
LANDSCAPES
OF NORTH FLORIDA, INC.

# Irrigation Proposal

| | | | |
|---|---|---|---|
| Job Name: | Phase 1 Irrigation Audit | Proposal # | Irr - 0002 |
| Property Name: | Trout Creek CDD | Date: | January 8, 2025 |
| Client: | Belynda Tharpe | | |
| Address: | 100 Kayak Way | | |
| City/State/Zip: | St. Augustine, FL 32092 | | |
| Phone: | | | |

Prestige Landscapes of NF, Inc. will complete the work described below:

## Description

PLI proposes to perform an irrigation audit within the ph1 landscape restrictions as described in the 2023 landscape maintenance RFP bid documents. Our team will identify zones not operating by the clock and the cause of problem, clock malfunctions (if any), coverage issues, and zones/heads that can be eliminated due to mature ornamental beds. Following these findings our team will provide a irrigation repair proposal to bring the ph1 irrigation system online 100%.

Pricing below is an estimated amount that we feel will cover the majority of the repairs needed within ph1. We will provide each repair location with pricing until we reach 10K. If we are close to exceeding 10K without completion, PLI will proposal approval for a completion amount.

| Materials & Services | Quantity | Unit Price | Total |
|---|---|---|---|
| *Irrigation Repairs (not to exceed)* | *1* | *$ 10,000.00* | *$ 10,000.00* |
| **TOTAL PRICE** | | | **$ 10,000.00** |

## ACCEPTANCE OF TERMS

Signature below authorizes Prestige Landscapes of NF to perform work as described above and verifies that the prices and specifications are hereby accepted.
Payment terms: Net 30 days. All overdue balances will be a charged a 1.5% a month, 18% annual percentage rate.
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Prestige Landscapes control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

**Client:**

**Date:**

**Prepared by:**

*Prestige Landscapes of North Florida, Inc.*

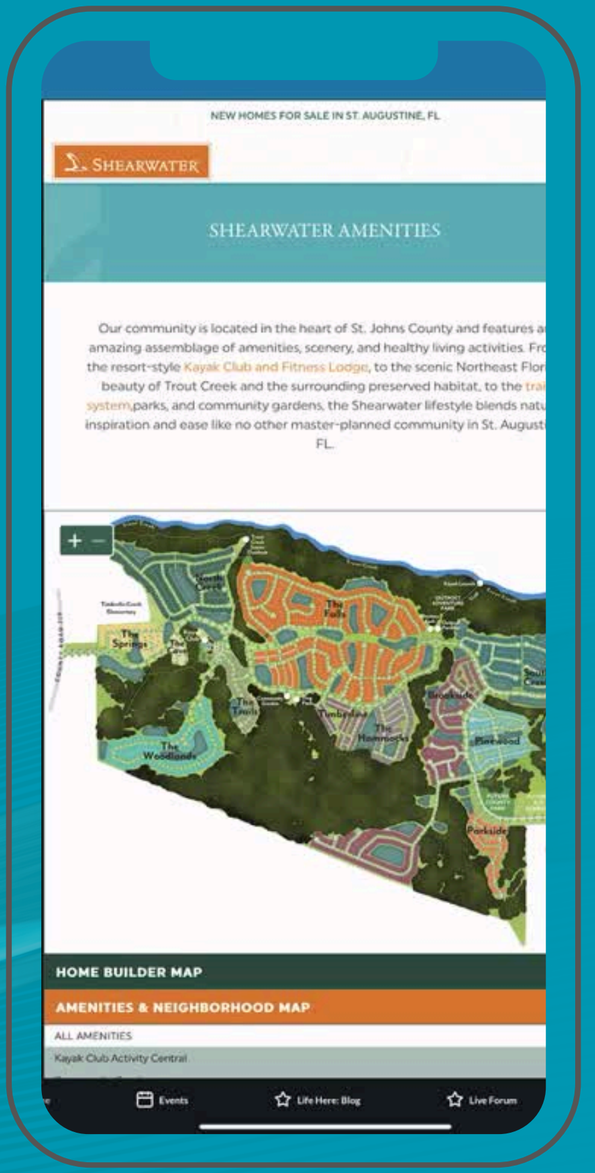
**Date:** January 8, 2025

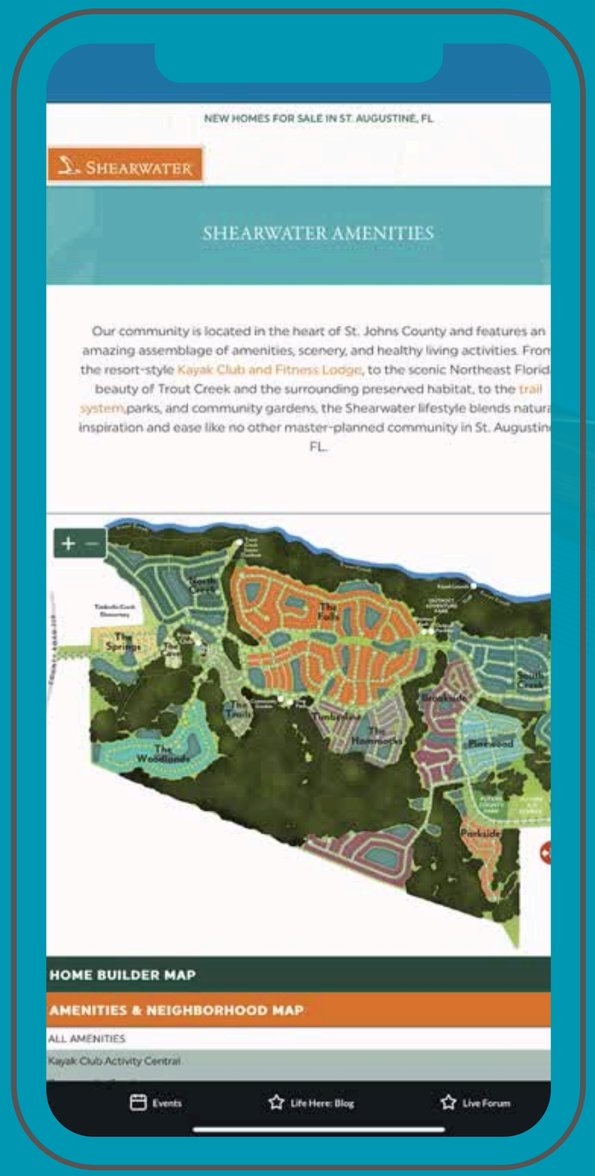
# Tab 9

get linked with...
THE SHEARWATER CURRENT ™
by residents. for residents.

# Welcome To The ShearWater Current

**Your Exclusive Neighborhood Resource**
**(A fully customizable experience)**






# Convenience At Your Fingertips

## Why an integrated app & a website?

**Benefits of Having an App:**

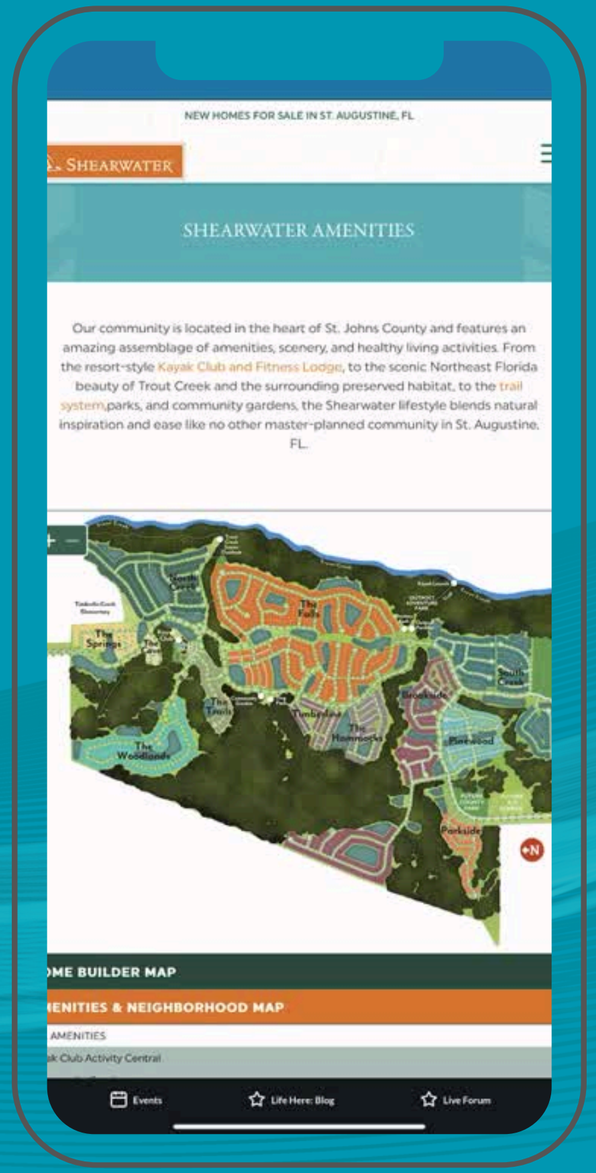
- **Enhanced User Experience:** Apps provide a more seamless, user-friendly, and interactive experience.
- **Offline Access:** Users can access certain features and content without an internet connection.
- **Personalization:** Apps can offer personalized content, recommendations, and notifications.
- **Device Capabilities:** Apps can leverage device features like GPS, camera, and push notifications.
- **Engagement and Retention:** Push notifications and in-app messages can keep users engaged and returning.
- **Speed and Performance:** Apps can be faster and more responsive compared to websites.

# Benefits of Having a Centralized Community Website:

***Wider Reach:** Accessible on any device with an internet connection without needing to download anything.

***Cost-Effective:** Building and maintaining a website is usually more cost-effective than an app.

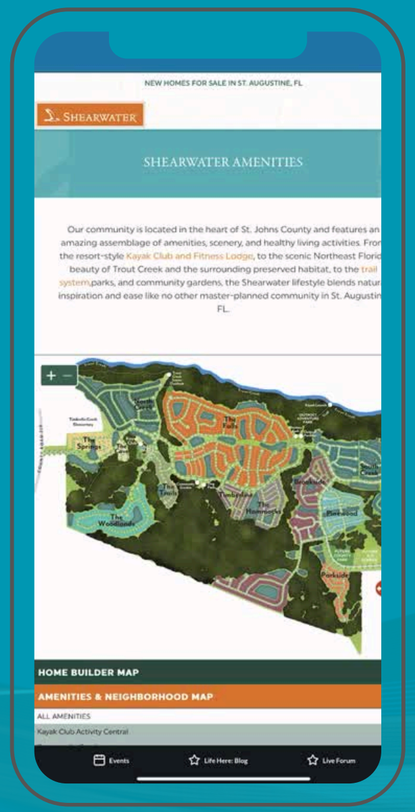
***SEO Benefits:** Websites can improve discoverability through search engines.

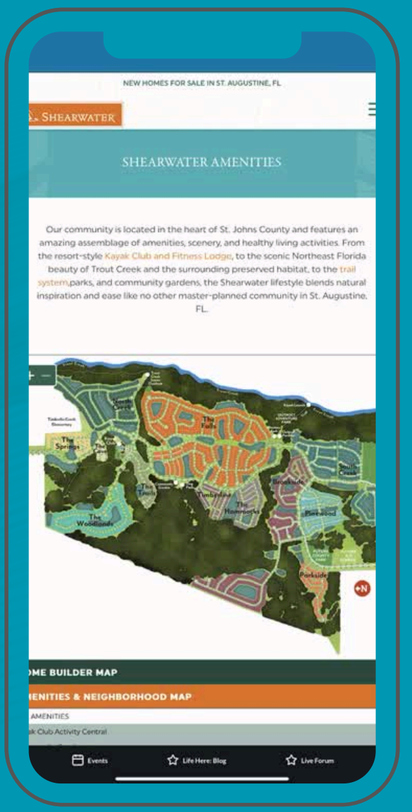



***Accessibility:** Websites are more accessible to users with various devices and operating systems.

***Ease of Updates:** Easier to update and maintain content and features without needing user intervention.

***Brand Presence:** Websites help establish and maintain an online presence and brand identity.






# Essential Content

- Amenities Info/ Scheduling/Booking
- Current Events
- Resident Advertising
- ShearWater Live Forum
- Community Newsletter

# How To Gain & Retain Users?

1. **Creating utility** within your web platform is essential for driving user engagement and retention. By offering valuable resources and features, such as recommendations for services like contractors or lawn care professionals, you create a comprehensive hub of utility for users. This not only makes your platform a one-stop-shop for their needs but also builds trust and reliability. Users are more likely to return and continue using a platform that consistently provides practical solutions and saves them time and effort. The convenience and efficiency of finding trusted service recommendations in one place fosters loyalty and enhances the overall user experience, ultimately encouraging repeat visits and sustained interaction with your platform.

2. Additionally, incorporating an online **interactive forum** can help attract users from places like Facebook to The ShearWater Current. Since it's a neighborhood-sponsored and managed site, it ensures that users and neighbors receive accurate and reliable information. This sense of community and local oversight not only enhances the credibility of the platform but also fosters a stronger sense of trust and connection among users. By providing a dedicated space for neighbors to engage, share, and support each other, the platform becomes an indispensable resource for the community, further driving user engagement and loyalty.

# Current Recommends

Resident Approved Business
SWCCurrent.com

Providing a utility for users and providing a service for resident business owners

Resident Approved Business
SWCCurrent.com

## Amason Aesthetics
RT Featured Wellness Provider

Phone:
904-618-3449
Email:
Info@amasonaesthetics.com

**R&R Collective Health**
(904)-747-9802

**St.Johns Sport & Spine**
(904) 290-1312

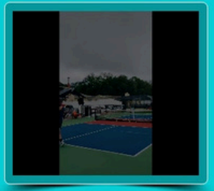
**Polished Dental**
(904) 395-7822

**Intuitive Living & Wellness**
(904) 400-2429

## Triple Crown Fencing
RT Featured Contractor

Phone:
754-400-1692
Email:
info@tripliicrown.com

Read More



**GT Electrical Contractors**
(904) 852-0058

**Hi/Lo HandyMen**
(904) 793-3781

**Excel Art Stone**
(904) 323-0830

**Marshall's Door & Window Repair**
(904) 400-2429

**Brush It Up Painting**
(904) 878-3523

**Blessing Home Construction**
(904) 365-0396

## Rock Solid Landscaping
RT Featured Young Entrepenuer

Phone:
757-645-7530

**MayDay Pressure Washing**
(678)-378-6097

**DiBella Brothers Wrestling**
(908)-357-0496

**Sugar & Spice Sweets**
(302)-897-5217

**Wilsons Mowing Company**
(302)-310-9501

**Sabrina's Soccer Academy**
(610)-674-3708

**Nadia's Cheer & Gymnastics**
(615)-979-8054

# Live Forum

**Privacy and Security:**

- A neighborhood forum can have controlled access, ensuring that only verified residents can join and participate, which enhances privacy and security.

**Focused Community Engagement:**

- Unlike Facebook, where posts can get lost in a vast feed, a dedicated forum allows for more organized and relevant discussions specific to your neighborhood.

**Local News and Updates:**

- A neighborhood forum can provide timely and pertinent updates about local events, news, and issues that matter most to the community.

**Resource Sharing:**

- Residents can easily share resources, recommendations, and services (like babysitting, pet sitting, or handyman services) within a trusted network.

**Problem Solving and Support:**

- The forum can act as a platform for neighbors to collaborate on solving local issues or providing support during emergencies.

**Sense of Community:**

- Having a dedicated space fosters a stronger sense of community and belonging among residents, encouraging more meaningful interactions.

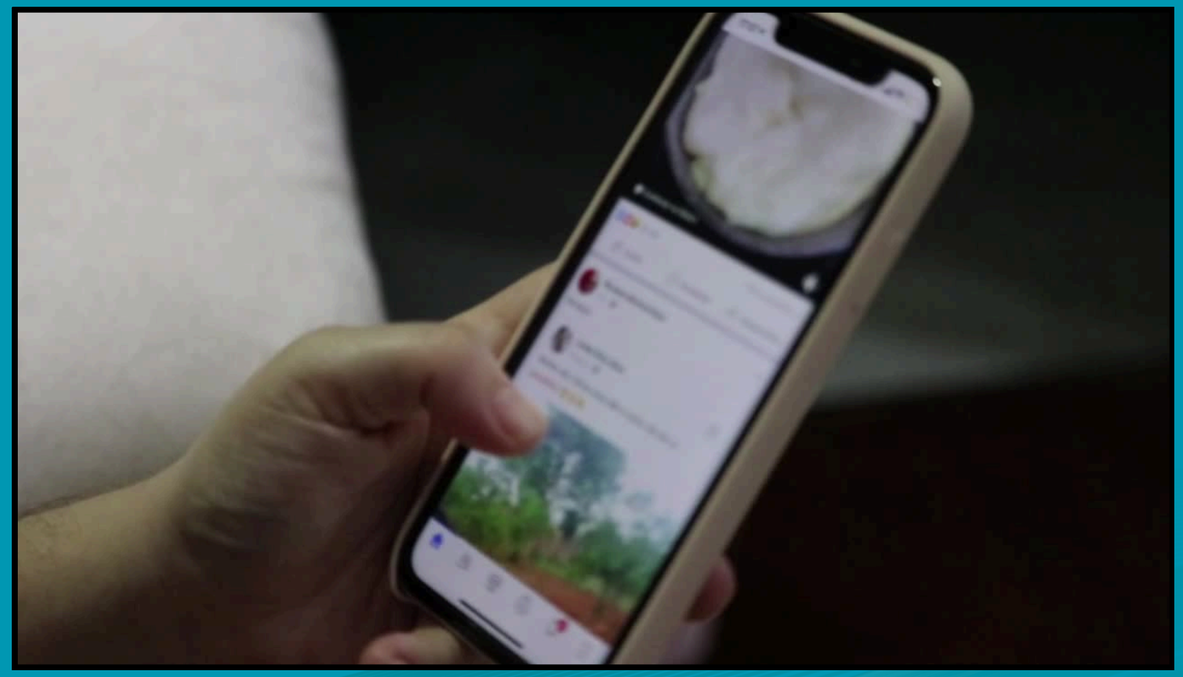
**Custom Features:**

- A neighborhood forum can be tailored with features specifically designed for your community's needs, such as event calendars, polls, and announcement boards.

**Reduced Distractions:**

- Without the constant barrage of ads and unrelated posts found on Facebook, residents can focus on neighborhood matters without distractions.

**Creating a space that's just for your community can lead to better communication, stronger relationships, and a more connected neighborhood.**



# Financial Benefit

**Choosing The Current Collective to create and manage your community neighborhood website and app offers a range of benefits that make it the best choice for your community. Here's why:**

**The Current Collective specializes in building and managing community-focused websites and apps. With no upfront costs or maintenance fees, the only fee residents will encounter is a small download fee. A significant portion of these download fees will be returned to the community, with The Current Collective taking only a small percentage. The Current Collective also subsidizes its income by securing sponsorships from outside vendors for resident vendor pages, ensuring sustainable and efficient community engagement.**

**Benefits**

- **Cost-Free Development and Maintenance: No initial or ongoing costs for creating and maintaining the community website and app.**
- **Revenue Sharing: The majority of the download fee funds are given back to the community, providing financial benefits to residents.**
- **Community Engagement: Enhances communication and interaction within the neighborhood, fostering a stronger sense of community.**
- **Customized Features: Tailored to meet the specific needs and preferences of your neighborhood.**
- **Local Sponsorships: Outside vendors sponsor resident vendor pages, allowing local businesses to thrive while supporting community initiatives.**
- **User-Friendly Interface: Easy-to-use design ensures everyone can navigate and participate with ease.**
- **Timely Updates: Real-time updates about local events, news, and resources keep residents informed and connected.**

**By partnering with The Current Collective, your neighborhood gains a robust, cost-effective platform designed to bring the community closer together, enhancing communication, collaboration, and overall well-being.**

# Partnership & Community Sponsors

You know what they say, it takes a village!
Our community partners & sponsors play a crucial role in enriching the content and experiences we provide, and we are grateful for their continuous support.

TheCurrentCollectives.biz

Pro Business Advice

# SHEARWATER

## COMMUNITY WEB EXPERIENCE 2025

DECEMBER 2024

**Prepared by**
RYAN WINTER

**Ryan Winter**
CEO & Lead Consultant

# ABOUT US

Pro Business Advice is a full-service marketing and operations consultancy dedicated to empowering businesses with strategic insights and actionable solutions. Led by Ryan Winter, a seasoned former COO and marketing executive with extensive experience in software and marketing agencies, we specialize in driving growth, enhancing operational efficiency, and creating impactful marketing strategies.

Our mission is to provide expert guidance that aligns with your business goals, leveraging proven methodologies and industry best practices. Whether refining processes, optimizing marketing efforts, or managing organizational change, Pro Business Advice is your trusted partner in achieving sustainable success.

We are not a marketing agency. We are a team of business executives (literally former COOs and CEOs) who provide business solutions, including websites that meet our customers' needs.

Pro Business Advice

# OUR GOALS

1

Build a new community website experience that provides current residents with simple, reliable access to beneficial community resources, such as a calendar of events, important contacts, classifieds, and more.

2

Provide a clear roadmap for continued growth, security, and functionality for the online experience on all devices for every resident in Shearwater.

3

Give future residents a taste of what their lives could be like if they decide to live in Shearwater.

Pro Business Advice

# PROPOSED TIMELINE

**April 2025** — Launch Mobile App (If Desired)

**March 2025** — Launch Desktop & Mobile-Friendly Site

**Feb. 2025** — Approve Desktop Site

**Dec. 2024** — Approve Project Proposal

Pro Business Advice

# PROJECT SCOPE & OPTIONS

## Option 1: Basic Community Website

**Features:**

- General community information.
- Interactive amenities map.
- Clubs & organizations directory.
- Stripe (or similar) integration for amenity rentals.
- Basic calendar with staff management access.
- PDF repository for forms and newsletters.
- Links to local utilities and resources.
- Resident bulletin board for classifieds/job postings.
- Important contacts page.
- Members only login portal for secure access. Some or all pages can be accessible only to members.
- ADA compliant design using a WordPress CMS with an Elementor template, up to 10 pages.

**Inspirational websites:**

1. https://www.lakelinganore.org/
2. https://www.sunriverowners.org/
3. https://www.burntwoodwest.com/

**Why Pro Business Advice Hosting & Management?**

Websites are not a set it and forget it product. They require daily updates in the background, periodic security updates, plugin updates, backups, and design changes to keep your website functioning properly. Pro Business Advice Hosting & Management provides enterprise grade hosting for optimized WordPress performance and reliability, plus flexible monthly website design additions and updates. Your website will always work and be exactly what you want.

Pro Business Advice

# PROJECT SCOPE & OPTIONS

## Advantages of Pro Business Advice Hosting & Management

1. Superior Performance
   - 2.5x faster page load speeds compared to traditional hosting.
   - Optimized WordPress  specific infrastructure.
2. Advanced Security Features
   - Proprietary threat detection and daily malware scanning.
   - Enterprise  grade DDoS protection and SOC II compliance.
   - Automatic security patches.
   - Daily backups.
   - Daily plugin updates.
3. Comprehensive Technical Support
   - 24/7 WordPress  specialized support.
   - Proactive monitoring, automatic updates, and maintenance.
   - Dedicated technical account management.
4. Design Support
   - Up to two hours of website design support and/or updates every month
5. Tool Management
   - Your website may require additional paid tools to function properly (membership portals, calendar tools, payment gateways, etc.) We will pay for and manage these tools for you. Your only point of contact will be us.

**Website Development Costs:**

- Initial Website Build: $4,999
- WP Engine Hosting & Security plus Monthly Website Management: $3,997/year

**Total First-Year Investment: $8,996**

**Total Ongoing Annual Cost (after year one): $3,997**

Pro Business Advice

# PROJECT SCOPE & OPTIONS

## Option 2: Enhanced Platform

**Includes all features of Option 1 plus:**

- Integrated booking and payment tool for space rentals, automating reservation tracking, payment processing, and calendar syncing.
- We'll update your events and event spaces for you initially and every month after that. You'll email us any details, and we'll cover the rest.

Additional Costs:

- Booking Tool: Additional $289/year
- Integration & Configuration: $2,499

**Total First-Year Investment (Includes everything in Option 1): $11,495**

**Total Ongoing Annual Cost: $4,286 (After Year 1)**

# PROJECT SCOPE & OPTIONS

## Option 3: Mobile App Integration

**Includes all features of Options 1 and 2 plus:**

- Custom mobile app for iOS and Android platforms.
- Features include:
  - Fully white  labeled native app.
  - Advanced push notification system via Klaviyo.
  - Seamless synchronization with the website.
  - Custom graphic design for app branding.
  - Priority technical support and app updates.

Mobile App Costs:

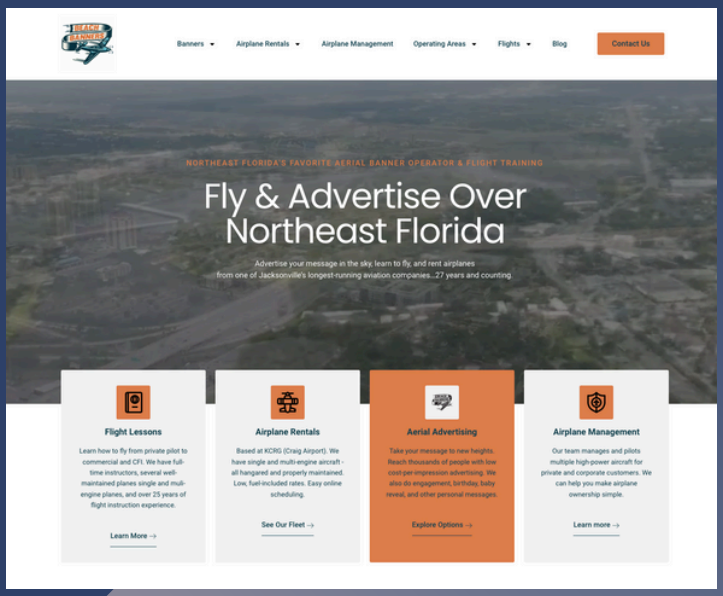
- Initial Development: $6,999
- Mobile App Only Hosting/Maintenance: $9,720/year

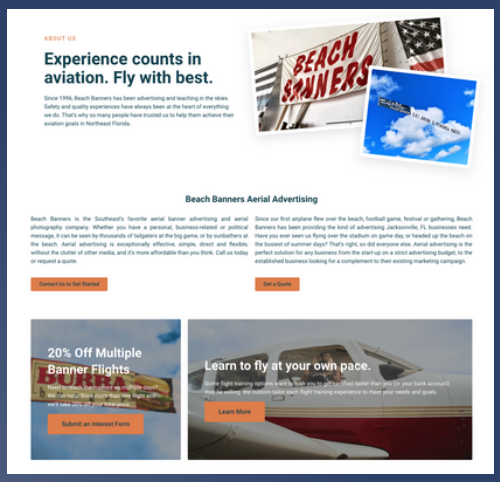
**Total First-Year Investment (Includes everything in Options 1 & 2): $28,214**

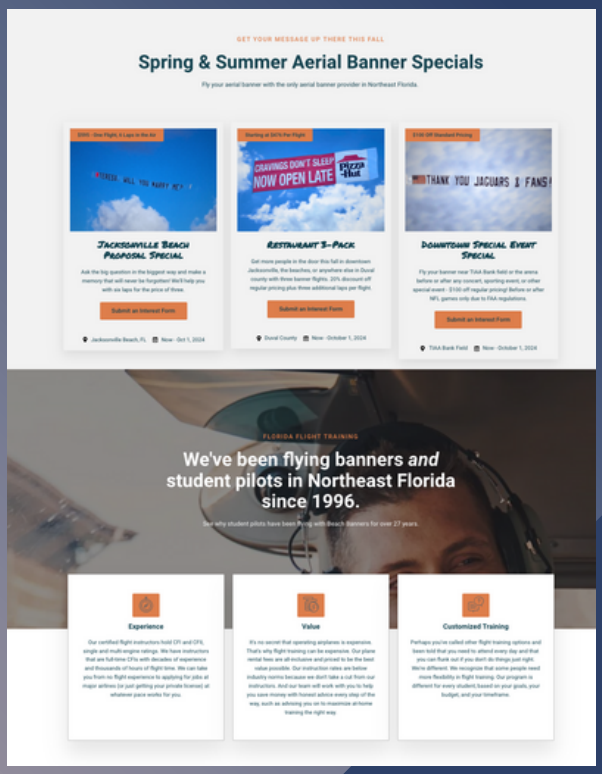
**Ongoing Annual Cost: $14,006 (After year 1)**

# PAST PROJECT SCREENSHOTS

BEACHBANNERS.COM



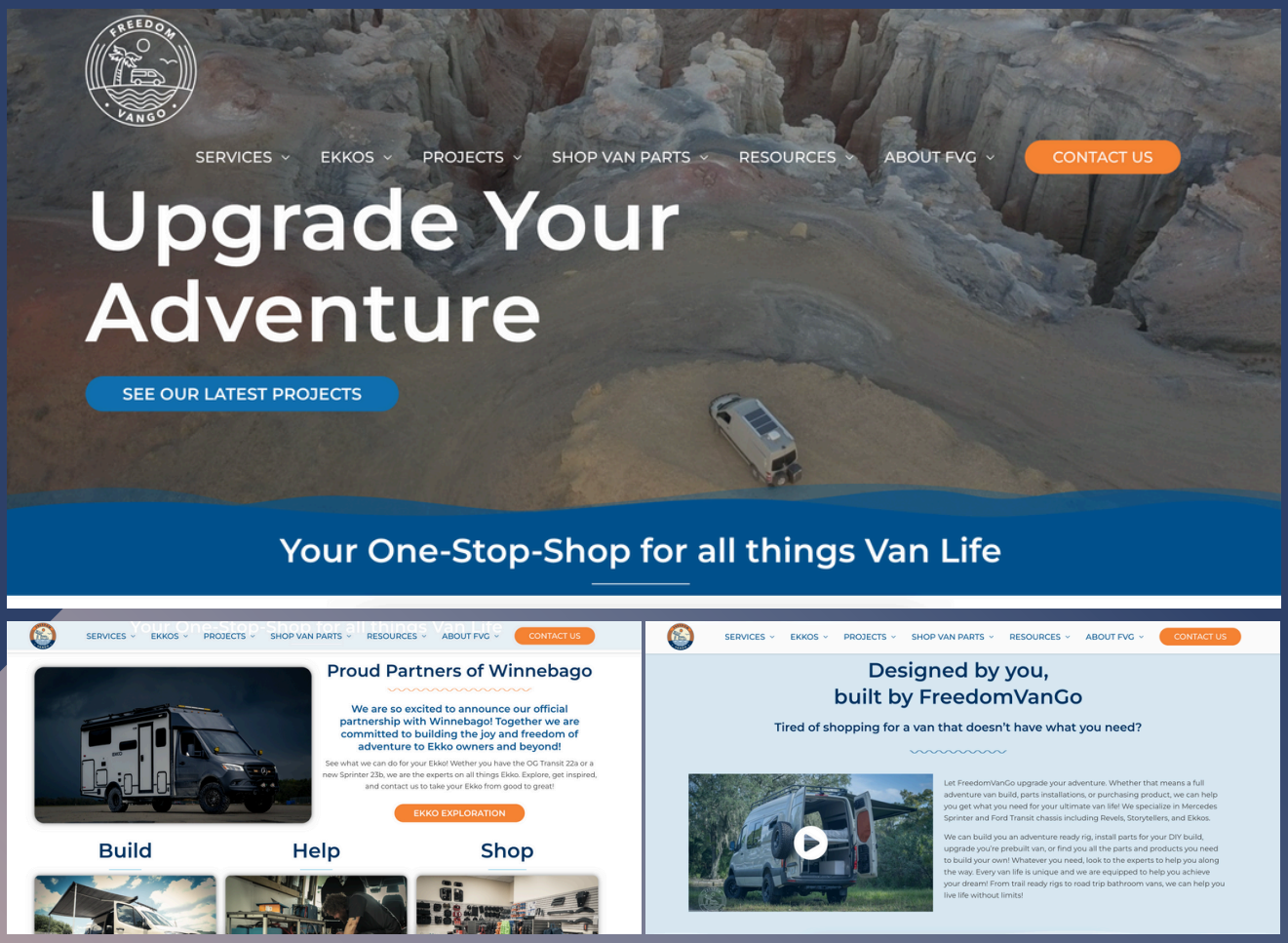






Pro Business Advice

# PAST PROJECT SCREENSHOTS

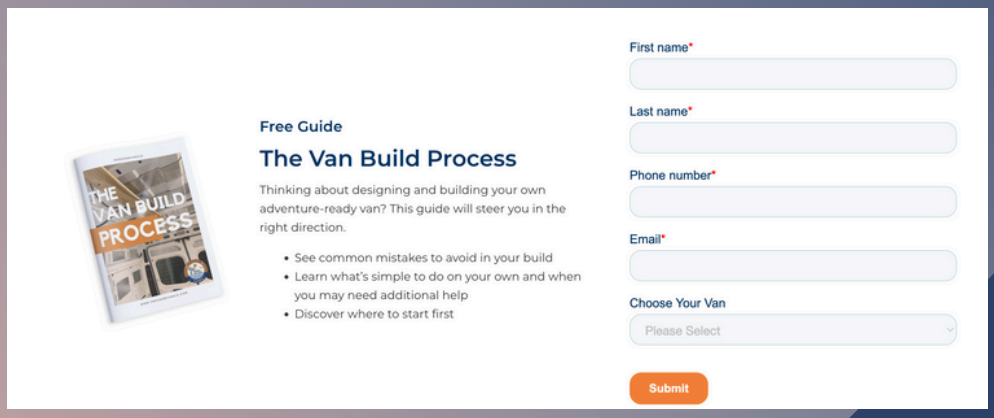
FREEDOMVANGO.COM







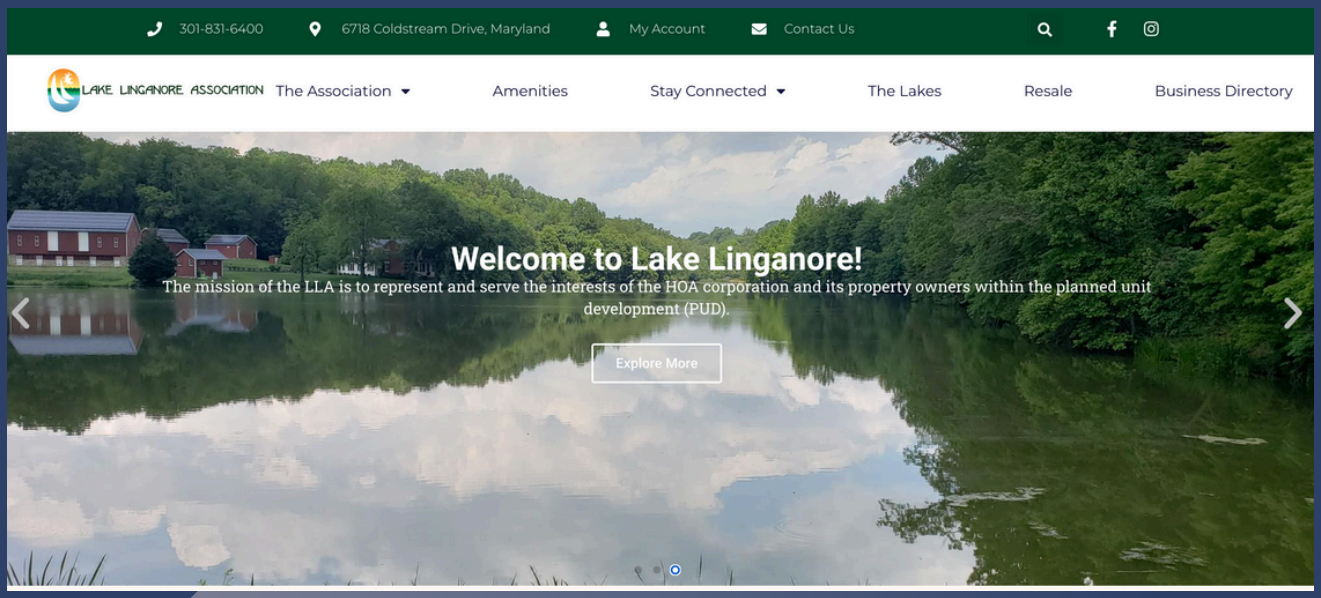


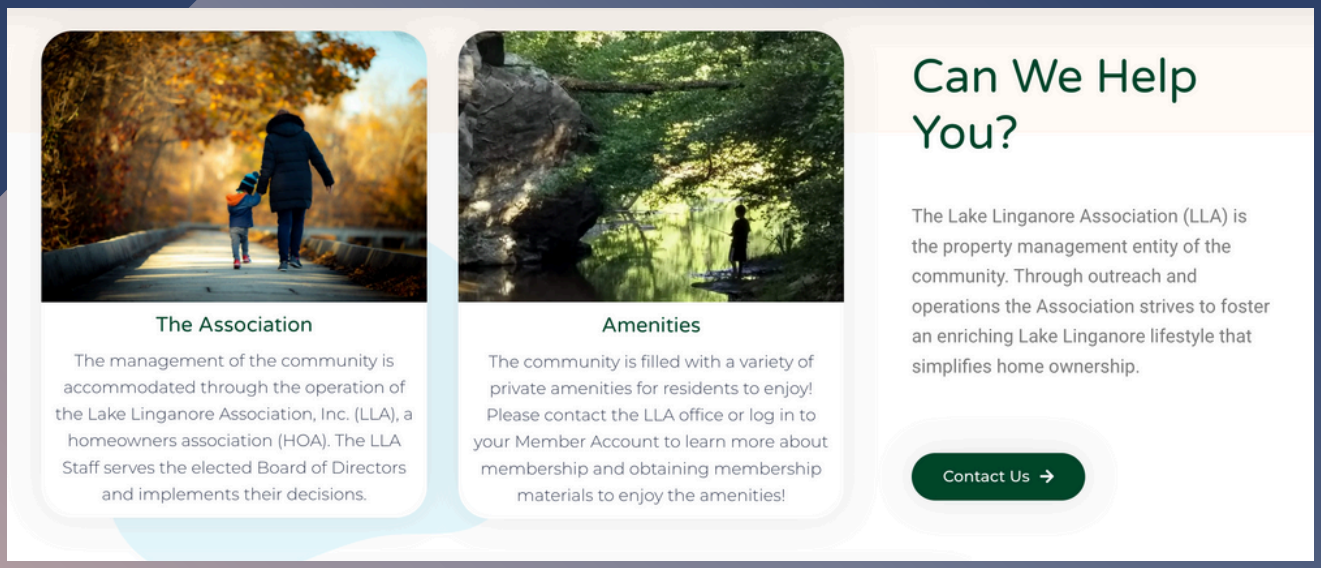



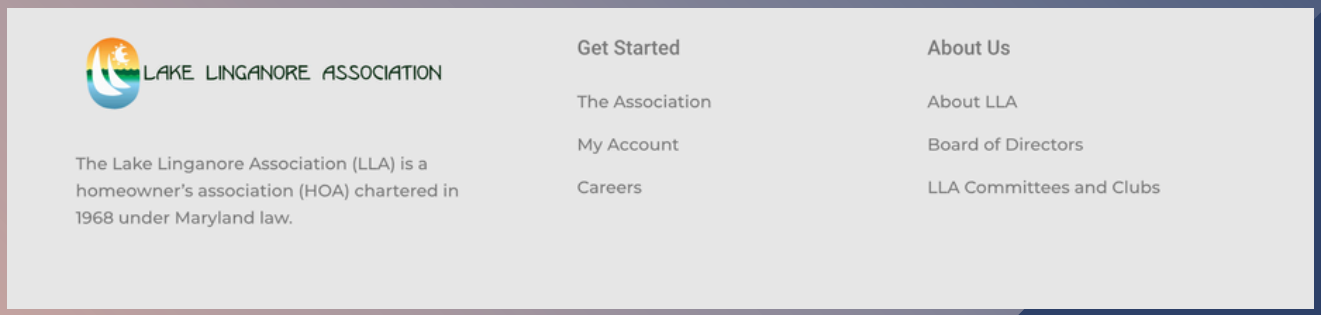

Pro Business Advice

# EXAMPLE WEBSITE SCREENSHOTS

LAKELINGANORE.ORG



# EXAMPLE WEBSITE SCREENSHOTS

LAKELINGANORE.ORG

Pro Business Advice

# CONTACT US

904-789-1276

go@probusinessadvice.com

probusinessadvice.com

# Tab 10

SYNLAWN®

## Synlawn Jacksonville
7380 Phillips Hwy Suite 103A Jacksonville FL, 32256

**Proposal #7235**
Created: 11/12/2024
From: Danny

### 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

100 Kayak Wy 32092

### Terms
Due on receipt

| ITEM DESCRIPTION | QUANTITY | UNIT PRICE | AMOUNT |
|---|---|---|---|
| **Artificial Turf:Artificial Turf**<br>- Install approximately 1295 square feet of SYNTipede243 turf<br>- Includes excavation as needed to get to 4" below grade<br>- 4" aggregate base layer (57 stone/Limestone), compacted at >90%<br>- Antimicrobial Infill<br>- Disposal Included<br>- Cap Sprinklers<br>- Limited lifetime warranty on turf<br>- 2-year workmanship warranty | 1 | $ 21,691.00 | $ 21,691.00 |
| **Pavers**<br>- 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®

# Terms and Conditions

## 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 Responsiblities

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 in 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.

SYNLAWN®

# Terms and Conditions

## 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®

# Terms and Conditions

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/scrapes, 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.

# Tab 11

Trout Creek

Speakers Proposals Overview

Hi-Tech System Associates, Inc. - **$29,468.57** ($11,925 + $17,543.57)

Optimus A/V - **$24,761.33** ($17,070 + $7,721.33)

Florida Sound Engineering Company, Inc. -**$24,580.49**

First Coast Entertainment, Inc. - **$48,887.25**

| Hi-Tech System Associates, Inc. | Optimus A/V | Florida Sound Engineering Company, Inc. | First Coast Entertainment, Inc. |
|---|---|---|---|
| $29,468.57 | $24,761.33 | $24,580.49 | $48,887.25 |
| 50% deposit required but wil work with us | 50% deposit required | 100% deposit required | 75% deposit required |
| CDD experience | CDD experience | | CDD experience |
| Only proposed what is broken around pools | Only proposed what is broken around pools | Only proposed what is broken around pools | Suggest replacing ALL speakers throughout even ones that are still working, just so they match throughout |
| Includes additional tennis bathroom security for possible community tennis access | Includes additional tennis bathroom security for possible community tennis access | | Includes additional tennis bathroom security for possible community tennis access |
| Includes additional secuirty features for Lifeguards for pool access | | | |
| Proposed speakers include **360 degrees ONLY** | Proposed speakers include **360 degrees ONLY** | Proposed speakers include **180 & 360 degrees** | Proposed speakers include **180 degrees ONLY** |
| Additional cost may be added once full inspection is completed for wire/ cable repairs if needed | Additional cost may be added once full inspection is completed for wire/ cable repairs if needed | Additional cost may be added once full inspection is completed for wire/ cable repairs if needed | Additional cost may be added once full inspection is completed for wire/ cable repairs if needed |

Hi-Tech System ASSOCIATES INC.

2498 Centerville Road
Tallahassee, FL 32308

(850)-385-7649
brian@hitechflorida.com
www.hitechflorida.com

**Project Management**
Brian Jones

# Amenity Audio System

Project # 8826-1-0

Pod Speakers

Prepared For
**Jessica Knutelsky**

**Shearwater**
100 Kayak Way
Saint Augustine, FL 32092

(904)-472-0883
Jessica.Knutelsky@FSresidential.com

Proposal Issued
**11/5/2024**

Proposal Valid To
**12/5/2024**

## ABOUT US

Hi-Tech System Associates has been customizing security and automation for over 19 years and is locally owned and operated by a licensed alarm and low-voltage contractor. We currently service customers throughout the State of Florida and South Georgia. With continued growth of the company we have developed residential, small business, and commercial divisions to serve the diverse needs of our clients.

Hi-Tech specializes in keeping your home, business, or commercial enterprise smart and secure. With custom control and alert notifications as well as state of the art services like analytic video monitoring, interactive security, environmental controls, lighting control, and access control, you'll have confidence knowing that you have the latest technology.

Even though our staff has decades of combined experience, we're up to date on the latest technologies to make your environment smarter and safer. Rest assured knowing highly skilled professionals will install the latest technology. Whether you are in need of the most advanced home alarm and automation system or seventy systems across multiple sites for your company, we are here to help.

Our most common services:

Security Systems

Fire Alarm Systems

Automation Systems

Audio & Video Systems

Network Cabling

Access Control

# OUR SERVICES

## Security Systems:

*Professionally Monitored Security* - Keep your property safe with 24/7 professional monitoring and emergency response. Hi-Tech systems are monitored by licensed central monitoring stations across the country, so you can count on help whenever you need it.
*Dedicated Connection* - Hi-Tech uses a tamper-resistant cellular connection, dedicated solely to your security system. This signaling technology is reliable, and works even if your phone line, cable, broadband and power are down.
*Intelligent Safeguards* - Our technology learns your home's unique activity patterns and quickly alerts you of unusual events like the garage door being open late at night or a door getting opened at an odd time.
*Unique User Codes* - Easily create and disable user codes. Give each user a unique code, then see who has armed or disarmed the system, and when. You can disable codes within minutes from your computer or tablet.
*Notifications* - Stay aware of important activity at your property anytime, not just when there's an emergency, with customizable text, push notifications and email alerts.

## Video Systems:

*Live Video* - HD quality and great low light performance make for crystal clear video. Use your smartphone or tablet to view live streaming video while away from your property.
*Smart Clips* - Video cameras that coordinate with your security system? That's smart. Get an automatic video clip when someone disarms the security system, unlocks the front door or sets off the alarm.
*Doorbell Camera* - See who's at the front door with a WiFi Doorbell Camera. Two-way voice through the app lets you speak to visitors at the door, from anywhere.
*Video Analytics* - Our software is able to distinguish people from animals or vehicles and enhances perimeter security and property awareness. Get a video alert if someone lingers at your door, a car enters your driveway or your pet jumps on the sofa.
*Continuous Recording* - Capture 24/7, high-definition, continuous recording with the Stream Video Recorder (SVR). The SVR is bandwidth optimized so it won't slow your internet connection.

## Automation Systems:

*Multi-Sensor Learning* - Smart security means smarter automation. With real-time data from the security sensors and connected devices, Hi-Tech can understand your activity patterns and take smarter actions on your behalf than standalone devices can. *Insights Engine* - This automatic, proactive safeguard looks after your family by learning your activity patterns, spotting unusual activity and notifying you when it happens.
*Geo-Services* - Hi-Tech's Geo-Services knows when you're coming and going. It can automatically trigger your system to send you an arming reminder, turn your outside lights on or off, or even cool your property to the perfect temperature before you arrive.
*Scenes* - Control your entire property with just one tap. Hi-Tech's Scenes allows you to adjust multiple devices simultaneously.
*Smart Energy Systems* - Hi-Tech connects your thermostats and lighting to your security system for a smarter, more responsive set of options for energy savings.
*Mobile Control* - Adjust lights and thermostats from your property or while you're away, with complete control through an app or any computer.

## Access Control:

*Smarter Locks* - Create unique lock codes for each user, and set a schedule to control when the codes can be used. You can limit access by day and time. You can even create and disable codes at any time, so there's no need to rekey or change your locks.
*Garage Doors* - Garage doors are a key entry point to a property. Now you can remotely open or close the garage door and get a notification if the door is left open when it shouldn't be.
*Notifications* - Get reminders if a door is left unlocked, and see who just unlocked or locked a door.
*Remote Control* - Remotely lock or unlock the door right from your app. You can let in a visitor or a contractor without having to be there.

## Fire Systems:

Our fire systems include the following:

- Fire Alarm Install
- Fire Alarm Service
- Service Monitoring
- Test and Inspect

## Audio Systems:

Distributed audio allows you to send audio from multiple sources to different locations in and around the house. You can also send the same music to multiple rooms.

## Network Cabling:

Our structured wiring cabling includes the following:

- Cat5e network wiring
- Cat6 network wiring
- Structured cabling
- CCTV and surveillance wiring
- Satellite
- Ethernet
- Cable installation
- Other low-voltage cabling

# PROJECT DESCRIPTION & INVESTMENT

## Client Information

**Name: Shearwater**

**Site**
100 Kayak Way
Saint Augustine, FL 32092

**Billing**
,

**Contact**
Jessica Knutelsky
**P** (904) 472-0883
**E**
Jessica.Knutelsky@FSresidential.com

## Project Description

Hi-Tech will replace all 30 existing speakers around the outdoor pool areas with new landscape speakers. We will reuse all of the existing wiring to speaker locations. Hi Tech is assuming that all wiring is in good operable conditions.

In the event any wiring repairs or replacements are needed, or if any of the customers existing equipment is found to have unforseen issues or problems, a written estimate will be submitted for approval prior to any repairs that may be needed to complete installation.

Landscape Speakers expertly blend into outdoor environments, minimizing visual impact and maximizing performance. Premium components deliver a full, natural sound and crystal-clear highs for a superior performance that's unmatched by the competition – and at a fraction of the cost, they only sound expensive. A security attachment loop at this speaker's base helps keep it out of curious hands, while the unique 360° design delivers wide dispersion and a uniform coverage area without "hot spots." For added versatility, a recessed tap switch allows the speaker to be configured for 70V or 8-ohm systems.

All Speaker Products have a Lifetime Limited Warranty. This warranty includes parts repairs on all components found to be defective in material or workmanship under normal conditions of use. This warranty will not apply to products that have been abused, modified or disassembled. Products to be repaired under this warranty must be returned to the manufacture or a designated service center with prior notification and an assigned return authorization number (RA).

# PROJECT INVESTMENT

## Estimate

| QTY | Manufacture | Part # | Description |
|---|---|---|---|
| 30 | Episode | ES-AW-360-6-BRN | 6" Landscape Series 360 Degree Speaker in Brown |

**Labor:**

| QTY | Description |
|---|---|
| 15 | Installation |

**Total Proposal Amount** **$11,925.00**

*Note: Taxes are not included and will be charged at the time of invoice.*

2498 Centerville Road
Tallahassee, FL 32308

(850)-385-7649
brian@hitechflorida.com
www.hitechflorida.com

**Project Management**
Brian Jones

# Access Control System

Project # 8828-1-0

Prepared For
**Jessica Knutelsky**

**Shearwater**
100 Kayak Way
Saint Augustine, FL 32092

(904)-472-0883
Jessica.Knutelsky@FSresidential.com

Proposal Issued
**11/11/2024**

Proposal Valid To
**12/11/2024**

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Hi-Tech specializes in keeping your home, business, or commercial enterprise smart and secure. With custom control and alert notifications as well as state of the art services like analytic video monitoring, interactive security, environmental controls, lighting control, and access control, you'll have confidence knowing that you have the latest technology.

Even though our staff has decades of combined experience, we're up to date on the latest technologies to make your environment smarter and safer. Rest assured knowing highly skilled professionals will install the latest technology. Whether you are in need of the most advanced home alarm and automation system or seventy systems across multiple sites for your company, we are here to help.

Our most common services:

Security Systems

Fire Alarm Systems

Automation Systems

Audio & Video Systems

Network Cabling

Access Control

# OUR SERVICES

## Security Systems:

*Professionally Monitored Security* - Keep your property safe with 24/7 professional monitoring and emergency response. Hi-Tech systems are monitored by licensed central monitoring stations across the country, so you can count on help whenever you need it.
*Dedicated Connection* - Hi-Tech uses a tamper-resistant cellular connection, dedicated solely to your security system. This signaling technology is reliable, and works even if your phone line, cable, broadband and power are down.
*Intelligent Safeguards* - Our technology learns your home's unique activity patterns and quickly alerts you of unusual events like the garage door being open late at night or a door getting opened at an odd time.
*Unique User Codes* - Easily create and disable user codes. Give each user a unique code, then see who has armed or disarmed the system, and when. You can disable codes within minutes from your computer or tablet.
*Notifications* - Stay aware of important activity at your property anytime, not just when there's an emergency, with customizable text, push notifications and email alerts.

## Video Systems:

*Live Video* - HD quality and great low light performance make for crystal clear video. Use your smartphone or tablet to view live streaming video while away from your property.
*Smart Clips* - Video cameras that coordinate with your security system? That's smart. Get an automatic video clip when someone disarms the security system, unlocks the front door or sets off the alarm.
*Doorbell Camera* - See who's at the front door with a WiFi Doorbell Camera. Two-way voice through the app lets you speak to visitors at the door, from anywhere.
*Video Analytics* - Our software is able to distinguish people from animals or vehicles and enhances perimeter security and property awareness. Get a video alert if someone lingers at your door, a car enters your driveway or your pet jumps on the sofa.
*Continuous Recording* - Capture 24/7, high-definition, continuous recording with the Stream Video Recorder (SVR). The SVR is bandwidth optimized so it won't slow your internet connection.

## Automation Systems:

*Multi-Sensor Learning* - Smart security means smarter automation. With real-time data from the security sensors and connected devices, Hi-Tech can understand your activity patterns and take smarter actions on your behalf than standalone devices can. *Insights Engine* - This automatic, proactive safeguard looks after your family by learning your activity patterns, spotting unusual activity and notifying you when it happens.
*Geo-Services* - Hi-Tech's Geo-Services knows when you're coming and going. It can automatically trigger your system to send you an arming reminder, turn your outside lights on or off, or even cool your property to the perfect temperature before you arrive.
*Scenes* - Control your entire property with just one tap. Hi-Tech's Scenes allows you to adjust multiple devices simultaneously.
*Smart Energy Systems* - Hi-Tech connects your thermostats and lighting to your security system for a smarter, more responsive set of options for energy savings.
*Mobile Control* - Adjust lights and thermostats from your property or while you're away, with complete control through an app or any computer.

## Access Control:

*Smarter Locks* - Create unique lock codes for each user, and set a schedule to control when the codes can be used. You can limit access by day and time. You can even create and disable codes at any time, so there's no need to rekey or change your locks.
*Garage Doors* - Garage doors are a key entry point to a property. Now you can remotely open or close the garage door and get a notification if the door is left open when it shouldn't be.
*Notifications* - Get reminders if a door is left unlocked, and see who just unlocked or locked a door.
*Remote Control* - Remotely lock or unlock the door right from your app. You can let in a visitor or a contractor without having to be there.

## Fire Systems:

Our fire systems include the following:

- Fire Alarm Install
- Fire Alarm Service
- Service Monitoring
- Test and Inspect

## Audio Systems:

Distributed audio allows you to send audio from multiple sources to different locations in and around the house. You can also send the same music to multiple rooms.

## Network Cabling:

Our structured wiring cabling includes the following:

- Cat5e network wiring
- Cat6 network wiring
- Structured cabling
- CCTV and surveillance wiring
- Satellite
- Ethernet
- Cable installation
- Other low-voltage cabling

# PROJECT DESCRIPTION & INVESTMENT

## Client Information

**Name: Shearwater**
**Site**
100 Kayak Way
Saint Augustine, FL 32092

**Billing**
,

**Contact**
Jessica Knutelsky
**P** (904) 472-0883
**E**
Jessica.Knutelsky@FSresidential.com

## Project Description

Access Control System Upgrade

Replace existing Kantech Access Control System with Alarm.com Cloud Access control. Connect system to all 26 existing operable doors. Work with manager on uploading all current residents into system, reuse

Bathroom Doors

Install controllable door lock handles with card swipe readers for entry to gym from bathroom for both mens and womens restrooms.

# PROJECT INVESTMENT

## Estimate — $16,723.70

| QTY | Manufacture | Part # | Description |
|---|---|---|---|
| 7 | ADC | ADC-AC-X1100-4PSE | HID Aero X1100 4 Door Controller and Power Kit |
| 7 | Toyo-USP | PS1270 | 12v-7 AH Back Up Battery |

**Labor:**

| QTY | Description |
|---|---|
| 21 | Installation |

## Rest Room Doors — $4,319.87

| QTY | Manufacture | Part # | Description |
|---|---|---|---|
| 1 | ADC | ADC-AC-X100 | HID Aero Door/Reader Expansion Module |
| 2 | Miscellaneous | Misc. Part | Kantech P325IO Prox Reader |
| 2 | SDC | Z7252EQ | SDC 7200 Series Electrified Handle |

**Labor:**

| QTY | Description |
|---|---|
| 16 | Installation |

## Cloud Services and Discounts — ($3,500.00)

**Supplies & Materials:**

| QTY | Description | Ext.Price |
|---|---|---|
| -1 | Alarm.com Serivce Agreement Discount | -$3,500.00 |

**Monthly Services:**

| RMR Code | Description | Term (MTHS) |
|---|---|---|
| HT Comm Access 32 | Hi-Tech Commercial Access 32 | 60 |

| | |
|---|---|
| **Total Equipment** | **$17,528.57** |
| **Total Labor** | **$3,515.00** |
| **Total Supplies & Materials** | **($3,500.00)** |
| **Total Proposal Amount** | **$17,543.57** |
| **Monthly Services** | **$249.99** |
| **Deposit Due in Advance** | **$8,771.78** |
| **Balance Due Upon Completion** | **$8,771.79** |

*Note: Taxes are not included and will be charged at the time of invoice.*

## PROJECT ACCEPTANCE

**Proposal Acceptance:**
I have read the ***General Terms and Conditions*** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the ***Customers Responsibilities*** section of the agreement as well as the ***Schedule of Equipment*** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Hi-Tech Systems is hereby authorized to perform the work as specified.

**Accepted By: Hi-Tech Systems**
**Name: Brian Jones**

**Signature:** _____

**Title:** _____

**Date:** _____

**Accepted By: Shearwater**
**Name: Jessica Knutelsky**

**Signature:** _____

**Title:** _____

**Date:** _____

# Access Control

A PROPOSAL FOR

## Trout Creek CCD-Rizzetta & Company

Belynda Tharpe
Belynda.tharpe@fsresidential.com
(904) 342-3739

100 Kayak Way
St. Augustine, FL 32092

PREPARED BY ADAM TANNER

**Optimus A/V**
(904) 485-0362 Saint Augustine, FL

## Gym Bathroom

| Items | Sell Price | Qty | Total |
|---|---|---|---|
| **Kantech KT-400**<br>KT-400 4 DOOR CNTRLR IP READY | $3,295.00 | x1 | **$3,295.00** |
| **Kantech DK-1**<br>KANTECH DOOR ACCESSORY KIT | $355.00 | x2 | **$710.00** |
| **Kantech P225KPXSF**<br>IOPROX RDR XSF MUL SIZE | $600.00 | x4 | **$2,400.00** |
| **Labor Installation**<br>Tax Exempt | $900.00 | x1 | **$900.00** |

**Gym Bathroom Total : $7,305.00**

# Financial Summary

| | |
|---|---|
| **Parts** | **$6,405.00** |
| **Parts Total** | **$6,405.00** |
| **Labor Total** | **$900.00** |
| **Subtotal** | **$7,305.00** |
| **Sales Tax** | **$416.33** |
| Parts: 6.5%<br>Labor: 6.5% | |
| **Proposal Total** | **$7,721.33** |

# Pool Audio

A PROPOSAL FOR

## Trout Creek CCD-Rizzetta & Company

Belynda Tharpe
Belynda.tharpe@fsresidential.com
(904) 342-3739

100 Kayak Way
St. Augustine, FL 32092

PREPARED BY ADAM TANNER

**Optimus A/V**
(904) 485-0362 Saint Augustine, FL

# Areas & Items

## Pool Speakers

| Items | Sell Price | Qty | Total |
|---|---|---|---|
| **Sonance LS4T SAT**<br>LS4T OUTDOOR LANDSCAPE SATELLITE SPEAKER<br>*Replacement of outdoor speakers labor included* | $360.00<br>reg ~~$420.00~~ | x30 | **$10,800.00**<br>$1,800.00 Discount |
| **Sonance LS12T SUB**<br>LS12T OUTDOOR LANDSCAPE SUBWOOFER | $2,120.00<br>reg ~~$2,420.00~~ | x2 | **$4,240.00**<br>$600.00 Discount |
| **Labor Installation**<br>Tax Exempt | $2,000.00 | x1 | **$2,000.00** |

**Pool Speakers Total : $17,040.00**

# Financial Summary

You received **$2,400.00** in discounts on this proposal.

| | |
|---|---|
| Parts | $15,040.00 |
| Parts Total | $15,040.00 |
| Labor Total | $2,000.00 |
| Subtotal | $17,040.00 |
| **Proposal Total** | **$17,040.00** |

**FLORIDA SOUND**
Engineering Company, Incorporated

PRO SOUND VIDEO AV

5570 Florida Mining Blvd., S. Suite 608 • Jacksonville, Florida 32257
Phone: 904-396-0444 • Fax: 904-396-0479 • https://floridasound.com/

# PROPOSAL

#41219-1256



December 19, 2024

TO:
Shearwater Subdivision
Attn: Jessica Knutelsky | (904) 472-0883
100 Kayak Way
St Augustine, FL 32092

JOB LOCATION:
Shearwater Subdivision
Attn: Jessica Knutelsky | (904) 472-0883
100 Kayak Way
St Augustine, FL 32092

FOR: Replacement Pool Loudspeakers

| QTY | MANUFACTURER | MODEL | DESCRIPTION |
|---|---|---|---|
| 18 | QSC | AD-DWL.360 | 5.25" 360° Two-Way Landscape Loudspeaker, Green |
| 8 | QSC | AD-DWL.180 | 5.25" 180° Two-Way Landscape Loudspeaker, Green |
| 26 | QSC | AD-DWL.BASE | Direct Burial Base Support |
| 1 | FSEC | MISC | Miscellaneous Cable, Connectors and Hardware |
| | | | *Exisitng amplification, control and cabling to be used. If anything is found to be not working correctly or damaged it will be extra. |

**NOTES:** 1) All electrical and conduit requirements by others. 2) GLOBAL SUPPLY CHAIN ISSUES: Our team is working hard to minimize the impact and reduce costs. However, we are not immune to the global issues at hand which include material and labor shortages, increased lead times, and increased shipping costs. Current delays for some equipment can be 6 months or more.

**TERMS:** Deposit of 100% equipment down (no labor down) which is due on acceptance and required before equipment will be ordered | Balance is Net 30 | 1.5% per month on past due | This proposal is bound by our "Installation and Sales Agreement" shown on the last page.

| | |
|---|---|
| **Shipping Subtotal** | **$377.86** |
| **Equipment Subtotal** | **$17,341.02** |
| **Labor Subtotal** | **$5,200.00** |
| **FL - St Johns \| Tax 7.25%** | **$1,661.62** |
| **GRAND TOTAL** | **$24,580.49** |

*Presented by:*
**FLORIDA SOUND ENGINEERING COMPANY, INC.**

By:

NC *Neil Cooper, Senior Project Manager*

*This Proposal Accepted:*
**SHEARWATER SUBDIVISION**

By: Date:

©2024 Florida Sound | FS Version: 8.6.6 | XL Version: 16.92 | Timestamp: 12.19.2024 12:56:12

## INSTALLATION AND SALES AGREEMENT

HEREINAFTER, Florida Sound Engineering Company, Inc. is referred to as SELLER and the customer is referred to as CUSTOMER.

1. Equipment warranties shall be the discretion of the respective manufacturers. The installation, or the labor and miscellaneous materials employed to assemble an installed system, shall be warranted for one year after date of installation unless otherwise specified in an addendum signed and dated by both SELLER and CUSTOMER. The installation warranty is restricted to the supply of necessary parts replacements due to bad workmanship or faulty material, but does not include repairs, adjustments or replacements made necessary by fire or water damage or accident to or misuse or abuse of the system.
2. Disclaimer: SELLER shall not be liable for failure or delay in delivery of goods sold occasioned by labor disputes, force majeure or other causes beyond SELLER'S control; nor for incidental or consequential damages arising from any breach of contract as defined in the uniform commercial code, relative to said sale. There are no other warranties. Claims shall be deemed waived unless made in writing to the SELLER within 10 days of delivery or occurrence of default. There is no warranty of merchantability. For goods which SELLER does not manufacture, the SELLER assigns to the CUSTOMER the right to proceed against the manufacturer under seller's warranties from it and others involved with the goods.
3. CUSTOMER shall pay all expenses and fees for collection or enforcement hereof, including attorney's fees of not less than 25% of CUSTOMER'S account debt, or a reasonable attorneys' fee, whichever is greater, if account is placed with counsel. Service charges accrue on CUSTOMER'S past due account at the rate of 1.5% per month. CUSTOMER hereby submits to the jurisdiction of the Courts of the State of Florida, whose laws shall govern this Agreement.
4. Venue for any action hereon, by any of the parties hereto, or in connection herewith shall be in Duval County, Florida, (except replevin or Mechanics' Lien actions, in which venue is statutory). This Agreement is made pursuant to, and shall in all respects be governed by the laws of the State of Florida.
5. CUSTOMER agrees to pay a restocking fee on all authorized returned goods of 15% for most items, although some custom-made products may not be returnable or could have a higher restocking charge from the factory and if so, that charge will be the responsibility of the CUSTOMER.
6. Anyone at the CUSTOMER'S place of business who receives SELLER'S goods or who picks up goods for CUSTOMER, wherever SELLER delivers same or causes same to be delivered, or where CUSTOMER is carrying on a business activity, is conclusively presumed to be the agent of the customer for the receipt of said goods for the customer. The SELLER retains a lien on the goods sold to the CUSTOMER and the proceeds from the sale thereof until the goods are paid for; and the CUSTOMER hereby empowers and appoints the SELLER to sign in behalf of the CUSTOMER a UCC-1 Financing Statement for filing, to perfect SELLER'S lien interest in the goods sold. However, nothing herein shall be construed as a waiver or release of any rights SELLER may have pursuant to applicable Mechanics' Lien laws.
7. The total contract price set forth is limited to the installation of the listed materials and does not include conduit, carpentry, painting, or any work typically performed by other construction trades unless specified otherwise.
8. The CUSTOMER agrees not to interrupt or delay the installation work and the wires shall be run in the most cost-effective manner, unless conduit is provided, and agrees to pay for any additional labor costs which may be caused by any such interruption or delay and for any costs incurred by CUSTOMER requesting uneconomical wire runs.
9. Permission to run wire or conduit outside premises must be secured by CUSTOMER.
10. The CUSTOMER shall be responsible for all loss of or damage to the equipment due to fire, theft, or other causes while the equipment is in the purchaser's premises.
11. The obligation of SELLER under this contract shall at all times be subject to contingencies beyond its control, including but not limited to laws or government regulations, priorities, allocations or the like, acts of God, strikes, labor difficulties, fires, accidents, pandemics, inability to secure materials or labor, war or civil disturbance.
12. This proposal is subject to immediate approval and PRICES ARE GOOD FOR FOURTEEN (14) DAYS ONLY. Stipulation of down payment as outlined in TERMS must be adhered for equipment price guarantee, otherwise an increase in cost of goods may apply and be passed on to CUSTOMER. If this proposal has not been accepted by potential CUSTOMER and acknowledged by SELLER within ninety (90) days, then this proposal is void.
13. This Agreement is not subject to oral cancellation or change. If oral cancellation or change is claimed, such must be in writing and signed by the parties to be charged, within ten (10) days from the alleged date of change or cancellation, otherwise change or cancellation shall be conclusively deemed as waived.
14. All notices relative hereto must be in writing with proof of delivery by legally recognized commercial carrier or legally acceptable electronic means and shall not take effect until received by SELLER. The rights provided for herein to SELLER are cumulative to all other rights SELLER may have though not provided for herein. THE PERSON SIGNING ON BEHALF OF THE CUSTOMER ALSO SIGNS AS GUARANTOR OF THIS AGREEMENT AND CUSTOMER'S ACCOUNT AND AGREES TO THE TERMS HEREOF.
15. Monthly billings shall be rendered based on work in place on the 25th of the month. SELLER shall reserve the right to stop work for nonpayment within terms upon ten (10) days written notification.
16. Sales Tax amount, if listed, may vary depending on invoicing options, location, and other unforeseen variables. SELLER reserves the right to invoice sales tax as required by law and CUSTOMER agrees to pay as required by law.
17. Any reproduction or transferring of SELLER'S proposal, design, concepts, programming, and/or engineering, to a third party, is strictly prohibited without the prior written consent of SELLER. The documentation or design elements represent a significant labor investment by SELLER and should be treated as intellectual property belonging solely to SELLER.
18. CUSTOMER agrees to SELLER'S "Terms of Use" and our "Privacy Policy" which both are available online at https://floridasound.com/

© 2024 FLORIDA SOUND ENGINEERING CO., INC

REVISED: 12/1/2022

**First Coast Entertainment, Inc.**
11259-1 Business Park Blvd.
Jacksonville, FL 32256
+19043344974
www.FirstCoastEntertainment.com

First Coast Entertainment
Sound Security & Video Integration

# Estimate

**ADDRESS**
Jessica
ShearWater

**ESTIMATE #** 1044
**DATE** 12/16/2024

**JOB**
Update Audio Sysyem

**SALES REP**
GS

| PRODUCT | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| C4 Core3 | Control 4 Core 3 Controller | 1 | 1,599.00 | 1,599.00T |
| MISC | Episode® Surroundscape Series Satellite Speaker | 32 | 650.00 | 20,800.00 |
| MISC | Episode® Surroundscape Stake Mount | 32 | 35.00 | 1,120.00 |
| MISC | Yamaha Pro 70V/8-ohm In-Ceiling Speaker - 8" Black | 12 | 649.00 | 7,788.00 |
| snapav EA-AMP-HYB-2D-2000 | Episode® 70V/8-ohm IP-Enabled Amplifier | 5 | 1,399.00 | 6,995.00T |
| CBLS&CNCTS | Misc Cables and Connectors for connecting new amplifiers | 349 | 0.00 | 0.00T |
| SLabor2 | Installation of the above<br>Installation is based upon reusing the existing cabling backbone.<br>If cabling has been compromised and needs to be replaced, additional charges may apply | 50 | 190.00 | 9,500.00 |
| C4 ZYA-YRD256C42-619 | Yale Assure Key Free SL Deadbolt Touch Screen (Satin Nickel)<br>Gym restrooms | 1 | 409.95 | 409.95T |

When making an online payment, select the "Review & Pay Now" Tab. If only a deposit is due, Clear the amount shown and enter the required amount due.

All overdue invoices will be charged a late fee and interest charges. Thank you for trusting your project to First Coast Entertainment. Attached is your Estimate to be reviewed and approved. Please give us a call if you have any questions.

To Move Forward...

A reply back to FCE and/or a deposit will act as your acceptance of the project. To pay your deposit, upon request, an invoice will be generated and emailed to you. A 75% deposit will be required to order

| | |
|---|---|
| SUBTOTAL | 48,211.95 |
| TAX | 675.30 |
| TOTAL | **$48,887.25** |

the equipment and proceed with scheduling.

Due to increased credit card fees, there may be a 3% fee added to all credit card payments over $5,000. The amount will be noted on the Estimate and/or invoice & payable in full. Unless otherwise noted.

A late fee of $25 per month or a 3% interest rate will be applied to all unpaid invoices, unless payment arrangements have been pre-approved.

Thank you for your business.

Gene Salano
First Coast Entertainment
Ph. (904) 880-7886
Fax (561) 244-4111

Accepted By

Accepted Date

# Tab 12

**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 15th day of January, 2025.

| | |
|---|---|
| **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 13

**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 15th day of January, 2025.

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:<br><br>Katie S. Buchanan, Esq.<br>Kutak Rock LLP<br>107 W. College Avenue<br>Tallahassee, Florida 32301 | (This space reserved for Clerk) |

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**."

## W I T N E S S E T H:

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:

_____
Print Name: _____
_____
_____

_____
Print Name: _____
_____
_____

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

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

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:<br><br>Katie S. Buchanan, Esq.<br>KUTAK ROCK LLP<br>107 W. College Avenue<br>Tallahassee, Florida 32301 | (This space reserved for Clerk) |

## 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:

_____
Print Name: _____
_____
_____

_____
Print Name: _____
_____
_____

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

**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**

**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 14

# 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 **December 18, 2024, at 6:00 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** |
| Mike Yuro | **Yuro & Associates** |
| Belynda Tharpe | **General Manager, First Service Residential** |
| Jessica Knutelsky | **Assistant Manager, First Service Residential** |
| Brett Sealy | **MBS** |

Members of the public present.

**FIRST ORDER OF BUSINESS** **Call to Order**

The meeting was called to order at 6:00 p.m. and pledge of allegiance was recited.

**SECOND ORDER OF BUSINESS** **Presentation by MBS on Bond Series 2015 Refinancing**

Mr. Sealy introduced himself and explained to the Board that he is required to first have their approval to present any information regarding possible refinancing opportunities. The board approved for MBS to present.

Mr. Sealy presented a refunding summary to provide MBS' history experience and then an overview on Series 2015 Bonds. He also reviewed refunding structures, estimated refunding results and timeline if the Board decides to engage with MBS to prepare a credit package to present at the February Board meeting. Mr. Sealy noted that once

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that package is presented the Board is not obligated to move forward if they are not satisfied with the term sheets.

Mr. Sealy then answered further questions by the Board and the audience.

After further discussion, the Board approved MBS' agreement for underwriting services for the purpose of refunding the District's outstanding Series 2015 Bonds.

> On a motion by Mr. Breslin, seconded by Ms. Murphy, by majority vote, with Ms. Loffredo opposed, the Board approved the MBS agreement for Underwriting Services for Refunding the District's Outstanding Series 2015 Bonds, for Trout Creek Community Development District.

**THIRD ORDER OF BUSINESS** **General Audience Comments (Non-Agenda Items Only)**

The audience had questions and comments in regard to assessments, future bond refinancing opportunities, additional traffic studies, water pressure issues, commercial developer request to talk to residents regarding access off Pine Tree Lane, golf cart policies, contract thresholds and amenity facility hours of operation.

**FOURTH ORDER OF BUSINESS** **Staff Reports**

**A. District Counsel**

Ms. Buchanan noted she realizes the two resolutions are back on the agenda, but she must make the Board aware that these are items required by the bonds and do need action or eventually there can be consequences.

**B. District Engineer**

**1.) Update Regarding Stormwater Outfall Repair**

Mr. Yuro stated he has reviewed some of the emails and documents regarding this matter and confirmed that the dewatering pipe was left, and he would believe this would be the fault of the contractor. He can get bids based on the current design for the Board to review to repair this issue. The Board directed Ms. Buchanan to send a letter to the contractor to state the District's position and request a meeting with the new district engineer also present.

**2.) Update Regarding Goodhope Court Underdrain Evaluation**

After discussion, the Board authorized Mr. Yuro to draft a plan and scope to then get proposals for an underdrain per ECS' recommendation. Mr. Yuro also stated he will compare the as-builts to the original design plans to confirm they match.

**Ms. Loffredo left the meeting while in progress.*

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### 3.) Consideration of ECS Proposal for Subsurface Exploration on Pond 11B

> On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the Board approved ECS' proposal, in the amount of $3,200.00, for Subsurface Exploration on Pond 11B, for Trout Creek Community Development District.

**Ms. Loffredo joined the meeting while in progress.*

### 4) Review of Yuro & Associates Traffic Study

Mr. Yuro stated he reviewed his recommendation with the county. If the county approves, the cost of the traffic signs would be paid by the District. He informed the Board that he should receive confirmation soon.

### C. Landscape Maintenance Service Reports

Ms. Tharpe updated the Board that Prestige started servicing Phase 1 on December 1st. They are expected to attend the next workshop to review remediation for Phase 1, where most of the irrigation issues have been located but they are still dealing with some after a lightning strike.

Ms. Buchanan reviewed with the Board that they need to respond back to VerdeGo's attorney after they requested to be paid the full amount of their outstanding payments. After discussion, the board authorized Jim to work on litigation matters and review this further.

### D. Pond Aquatics Service Report

### E. General Manager

Ms. Knutelsky updated the Board that the approved proposal with All Pro Asphalt, needed to have additional square footage, so the revised amount total is $17,650.00.

> On a motion by Mr. Wright, seconded by Ms. Murphy, with all in favor, the Board approved the revised proposal with All Pro Asphalt, in the amount of $17,650.00, for Trout Creek Community Development District.

### F. District Manager

### 1.) Updated Financial End of Fiscal Year 2024 Summary

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**FIFTH ORDER OF BUSINESS** **Discussion Regarding Board Member Responsibilities**

Discussion ensued. The Board agreed that each of them take on the following appointed responsibilities to work with staff for the Board to consider at future meetings.

| Board Member | Appointment |
|---|---|
| Ms. Loffredo | Traffic and School Concerns |
| Mr. Breslin | Litigation Matters |
| Ms. Loffredo | Café Usage/Lifestyle |
| Mr. Sajkowski | Security/Safety |
| Ms. Murphy | Reserve Study/Finances |
| Mr. Wright | District Engineer Matters |

**SIXTH ORDER OF BUSINESS** **Consideration of Amendment to FirstService Residential Management Agreement**

Ms. Buchanan noted this Amendment removes the POA references and requires FSR to propose an addendum each year.

**SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2025-03, Recognizing Contribution (Series 2022 Assessments)**

Tabled.

**EIGHTH ORDER OF BUSINESS** **Consideration of Resolution 2025-04, Accepting Dedication of Property (Phases 3A-3C 3G)**

Tabled.

**NINTH ORDER OF BUSINESS** **Consideration of Synthetic Turf Proposal**

The Board discussed and reviewed three proposals provided under Tab 9.

**TENTH ORDER OF BUSINESS** **Update Regarding Security Patrol at Outpost and Falls Park**

The staff noted they are adjusting security hours for these areas.

**ELEVENTH ORDER OF BUSINESS** **Discussion Regarding Cafe Options, (Including Beer & Wine License)**

Mr. Gerena suggested this topic get reviewed at the next workshop.

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**TWELFTH ORDER OF BUSINESS** **Consideration of Proposal(s) for Slide & Slide Tower Repairs**

The Board discussed and reviewed three proposals that were behind Tab 10.

**THIRTEENTH ORDER OF BUSINESS** **Consideration of Reimbursement for Staff CPO Certification**

Ms. Tharpe noted this was to reimburse Mr. Johnnie Verdell for his pool certification that he is required to have to maintain the pools. Ms. Dobbins suggested the Board make a motion to approve such reimbursement for any staff member going forward when it's required for them to have it to perform their job responsibilities.

**FOURTEENTH ORDER OF BUSINESS** **Discussion Regarding Trout Creek Academy Request for Use of Courts**

Mr. Scott Miller from the Trout Creek Tennis Academy made a request to the Board for the use of the tennis courts to hold tennis matches on Friday afternoon. Mr. Wright requested that a formal proposal get added to a future agenda for the Board to have something to review with all the details.

**FIFTEENTH ORDER OF BUSINESS** **Audience Comments on Agenda Items**

The audience had questions and comments regarding the following matters: security concerns outside the facilities, parking issues when tennis matches are held, performance bond on the stormwater weir, statute of limitations, budget tracking and managing plan for budget and reduce risk and exposure.

**SIXTEENTH ORDER OF BUSINESS** **Board Vote on Business Items**

> On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board agreed that each board member would take on the following appointed responsibilities to work with staff for the Board to consider at future meetings: Ms. Loffredo is appointed to Traffic and School Concerns, as well as Café Usage/Lifestyle; Mr. Breslin is appointed to Litigation Matters; Mr. Sajkowski is appointed to Security/Safety; Ms. Murphy is appointed to Reserve Study/Finances; and Mr. Wright is appointed to District Engineer Matters, for Trout Creek Community Development District.

> On a motion by Mr. Wright, seconded by Ms. Murphy, with all in favor, the Board approved Amendment to FirstService Residential Management Agreement, for Trout Creek Community Development District.

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> On a motion by Ms. Murphy, seconded by Mr. Sajkowski, by majority vote, with Ms. Loffredo opposed, the Board approved the Synthetic Turf Proposal, in the amount of $26,731.00, for Trout Creek Community Development District.

> On a motion by Mr. Wright, seconded by Ms. Murphy, with all in favor, the Board approved the IPS proposal for pool slide and slide tower repairs, in the amount of $29,982.99, for Trout Creek Community Development District.

> On a motion by Mr. Breslin, seconded by Mr. Wright, with all in favor, the Board approved CPO Certification reimbursement and for all future staff members that require it for their position, for Trout Creek Community Development District.

Ms. Dobbins requested the Board to confirm their next workshop date. After discussion, the Board scheduled a workshop on January 6th at 2:00 p.m.

**SEVENTEENTH ORDER OF BUSINESS** **Consent Agenda**

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**

> On a motion by Mr. Wright, seconded by Ms. Murphy, with all in favor, the Board approved the consent agenda that includes the minutes for the Board of Supervisors' workshop held on December 4, 2024, the minutes for the Board of Supervisors' regular meeting, held on November 20, 2024, and ratified the operation and maintenance expenditures for November 2024, in the amount of $190,636.28, for Trout Creek Community Development District.

**EIGHTEENTH ORDER OF BUSINESS** **Supervisor Requests**

Ms. Loffredo gave an overview of items she would like the Board to explore at future meetings including tech/communication of board meetings, updates to lifestyle calendar and activities, facility staffing/hours, pool heaters, reopening of the Nest and community options to explore with a budget plan for revenue at café/snack bar, additional parking or amenities.

**NINTEENTH ORDER OF BUSINESS** **Adjournment**

> On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board adjourned the meeting at 9:24 p.m., for Trout Creek Community Development District.

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Secretary /Assistant Secretary

Chairman / Vice Chairman

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# TAB 15

# TROUTCREEK CDD WORKSHOP MEETING MINUTES 1/6/2025

Present:

| | |
|---|---|
| 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:

| | |
|---|---|
| Belynda Tharpe | General Manager, First Service Residential |
| Audience Members | |

The workshop was called to order at 2:03 p.m.

1) **Landscaping:** Prestige landscaping company presented the board a proposal for repair of the irrigation clock for phase one at the Kayak Club. The current clock has been destroyed by lightning and requires replacement and updating to similar capacity as phase two and three. Prestige also discussed on going repairs for the irrigation system in phase one. Additionally, the board discussed landscaping priorities for phase one with regards to remediation. The board also discussed with prestige giving the recommendations for fixing ongoing issues in phase one. The Board requested Prestige present all final proposals for consideration at the Jan meeting.
2) **Communication Plan:** Board discussed district website and future communication plan. Joe from 1st Service presented his findings and recommendation along with Board member Heather. A total of three proposals will be received. The board received a presentation from RT Connect regarding the website for District. One paper proposal was also submitted to the board. However, the presenter was not present. The board gave feedback and expressed concern with the cost structure of each proposal. The board requested all three presenters be at the January meeting to give a presentation to the district with final approval.
3) **Meeting Format:** The board discussed CDD meeting times with no recommended changes.
4) **District Counsel:** The Board discussed current District Counsel and resolutions 2025-03 and 2025-04 with request for inclusion in agenda. Additionally, the board discussed getting independent legal representation for feedback for resolutions and other district manners. The board also discussed ongoing legal issues in the district and next actions.
5) **2015 Bond & Reserve Study:** The board discussed the 2015 Series Bond Plan and Reserve study and agreed to hold a workshop in February only focusing on these items.

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6) **Playground:** Board discussed the playground repair and staff updated the board.
7) **Tennis Team(Kids):** The board discussed the current tennis contract and their concerns. To date the Board has not received a contract for review.
8) **Resident Conduct to Staff:** The Board discussed on-going issues with resident conduct and recent events. The board will await recommendations for staff next actions/ recommendations.
9) **Café Operations:** Board discussed Café Operations with staff. The board agreed to include this in the upcoming CDD meeting to have a motion to go to bid on some projects.
10) **Nest Playroom:** Board discussed the Nest playroom and reopening the space again. Board will add it to Jan CDD meeting to make a formal motion for staff.
11) **Updates:** Board discussed updates with staff for ongoing projects. To include slide tower repairs, road patching, pool furniture, crosswalk/ stop sign, lazy river pump, lighting in the neighborhood, storm drainage phase 3, Good Hope court under drain, and pond 11b.

The Workshop was concluded at 5:15 p.m.

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| | |
|---|---|
| Secretary /Assistant Secretary | Chairman / Vice Chairman |

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# Tab 16

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

**Operation and Maintenance Expenditures**
**Presented For Board Approval**
**December 2024**

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2024 through December 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **$595,853.10**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2024 Through December 31, 2024

| Vendor Name | Check Numbe | Invoice Number | Invoice Description | Invoice Amount |
|---|---|---|---|---|
| AMTEC | 101398 | 6420-11-24 | Capital Improvement Revenue Bonds Series 2018 11/24 | $ 450.00 |
| Arrow Exterminators | 101429 | 58533934 | Rodent Control Services 09/24 | $ 186.00 |
| Arrow Exterminators | 101399 | 59352070 | Rodent Control Services 11/24 | $ 186.00 |
| Arrow Exterminators | 101399 | 59352331 | Monthly Pest Control Services 11/24 | $ 116.00 |
| Arrow Exterminators | 101399 | 59352332 | Pest Control Services 11/24 | $ 96.00 |
| Arrow Exterminators | 101429 | 59710888 | Monthly Pest Control Services 12/24 | $ 116.00 |
| Arrow Exterminators | 101429 | 59710997 | Monthly Pest Control Services 12/24 | $ 59.00 |
| Arrow Exterminators | 101429 | 59710998 | Rodent Control Services 12/24 | $ 35.00 |
| ASCAP | 101400 | 500826540 11/24 | License Fees 11/24-10/25 | $ 844.00 |
| AT&T | 20241216-02 | 151561791 12/24 ACH | Internet Services 12/24 | $ 32.10 |
| AT&T | 20241226-01 | 158596576 12/24 ACH | Fitroom Internet Services 12/24 | $ 30.00 |
| AT&T | 20241216-01 | 299942543 12/24 ACH | Internet Services 12/24 | $ 32.10 |
| AT&T | 20241230-03 | 323382736 12/24 ACH | TV & Internet Services 12/24 | $ 135.28 |

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2024 Through December 31, 2024

| Vendor Name | Check Numbe | Invoice Number | Invoice Description | Invoice Amount |
|---|---|---|---|---|
| AT&T | 20241201-03 | 324079257 11/24 Autopay | Phone & Internet Services 11/24 | $ 171.14 |
| AT&T | 20241231-01 | 324079257 12/24 ACH | Phone & Internet Services 12/24 | $ 171.14 |
| Boundless Network, Inc. | 101401 | INV73908 | Ladies Tops 11/24 | $ 345.43 |
| Buster's Cleaning Service | 101408 | 138 | Janitorial Services 11/24 | $ 3,400.00 |
| Buster's Cleaning Service | 101430 | 139 | Janitorial Services 12/24 | $ 3,400.00 |
| C BUSS Enterprises, Inc. | 101409 | 2673 | Pool Maintenance 12/24 | $ 3,600.00 |
| Charles Aquatics, Inc. | 101410 | 52018 | Pond Maintenance 11/24 | $ 3,511.00 |
| Charles Aquatics, Inc. | 101402 | 52066 | Additional Pond Maintenance 11/24 | $ 342.00 |
| Charles Aquatics, Inc. | 101431 | 52240 | Pond Maintenance 12/24 | $ 3,853.00 |
| Cronin Ace Hardware | 101403 | Monthly Summary 10/24 324 | Miscellaneous Supplies 10/24 | $ 417.89 |
| Cronin Ace Hardware | 101411 | Monthly Summary 11/24 324 | Miscellaneous Supplies 11/24 | $ 458.01 |
| Custom Canopies International | 101412 | 120924 Deposit | Deposit for Replacement Fabric 12/24 | $ 2,980.00 |
| Deputy Services | 20241227-01 | 1054654 | Deputy Services 12/14/24 | $ 173.25 |

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2024 Through December 31, 2024

| Vendor Name | Check Numbe | Invoice Number | Invoice Description | Invoice Amount |
|---|---|---|---|---|
| Disclosure Services, LLC | 101432 | 6 - 324 | Amortization Schedule Series 2015 11/24 | $ 100.00 |
| Disclosure Services, LLC | 101432 | 7 - 324 | Amortization Schedule Series 2018 and Series 2020 12/24 | $ 200.00 |
| ECS Florida, LLC | 101413 | 2009803 | Geotechnical Services 11/24 | $ 1,500.00 |
| EZ Event Ride Inc. | 101414 | 05 Winterfest | Trolly Services 12/24 | $ 2,200.00 |
| First Coast Vendor Village | 101433 | 120924 Winterfest | Photography, Music & Inflatables 12/24 | $ 2,965.00 |
| First Coast Vendor Village | 101433 | 2 Winterfest | Face Painters, Tattoo Artist & Horse Drawn Carriage 12/24 | $ 2,250.00 |
| FirstService Residential Florida, Inc. | 101415 | 11017924 | Management Services 10/19/24-11/01/24 | $ 22,994.55 |
| FirstService Residential Florida, Inc. | 101415 | 11019918 | Medical Insurance 11/24 | $ 4,356.00 |
| FirstService Residential Florida, Inc. | 101434 | 11020766 | Management Services 11/02/24-11/15/24 | $ 22,643.22 |
| FirstService Residential Florida, Inc. | 101404 | 11021763 | Business Cards and Name Tag 10/24 | $ 71.46 |
| FirstService Residential Florida, Inc. | 101434 | 11024102 | Management Fee - Phone Allowance 12/24 | $ 1,804.00 |
| FirstService Residential Florida, Inc. | 101434 | 11025649 | Management Services 11/16/24-11/29/24 | $ 24,726.84 |
| Florida Department of Revenue | 20241212-01 | 65-8017062725-9 11/24 ACH | 65-8017062725-9 Sales & Use Tax 11/24 | $ 1,054.68 |

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2024 Through December 31, 2024

| Vendor Name | Check Numbe | Invoice Number | Invoice Description | | Invoice Amount |
|---|---|---|---|---|---|
| Florida Natural Gas | 101435 | 1130554ES | Natural Gas Services 11/24 | $ | 15.76 |
| Florida Power & Light Company | 20241203-01 | 03602-11429 10/24 Autopay | 38 Rosemont Dr 10/24 | $ | 37.42 |
| Florida Power & Light Company | 20241227-02 | 04660-19411 ACH | Electric Services 11/24 | $ | 54.02 |
| Florida Power & Light Company | 20241221-02 | 39473-03305 11/24 ACH | 25 Ridgewind Dr #LTG 11/24 | $ | 59.18 |
| Florida Power & Light Company | 20241221-01 | 67979-76187 11/24 ACH | 574 Timberwolf Trl 11/24 | $ | 26.31 |
| Florida Power & Light Company | 20241203-02 | 98411-59305 10/24 Autopay | 37 Timberwolf Trl 10/24 | $ | 49.65 |
| Florida Power & Light Company | 20241217-01 | Monthly Summary 11/24 ACH 324 | Electric Services 11/24 | $ | 10,039.48 |
| Florida Power & Light Company | 20241218-01 | Monthly Summary A 11/24 ACH 324 | Electric Services 11/24 | $ | 101.65 |
| Gannett Florida LocaliQ | 101436 | 0006817782 | Account# 764106 Legal Advertising 11/24 | $ | 190.96 |
| Heather Marie Loffredo | 101416 | HL120424 | Board of Supervisors Workshop 12/04/24 | $ | 200.00 |
| Heather Marie Loffredo | 101437 | HL121824 | Board of Supervisors Meeting 12/18/24 | $ | 200.00 |
| Howard Services, Inc. | 101438 | C-6283 | Semi-Annual Mechanical Maintenance 12/24 | $ | 501.49 |
| IPFS Corporation | 101390 | GAA-D60191 Pmnt #3 01/25 | Liability Insurance Payment #3 01/25 | $ | 8,526.35 |

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2024 Through December 31, 2024

| Vendor Name | Check Numbe | Invoice Number | Invoice Description | Invoice Amount |
|---|---|---|---|---|
| James J. Breslin, III | 101417 | JB120424 | Board of Supervisors Workshop 12/04/24 | $ 200.00 |
| James J. Breslin, III | 101439 | JB121824 | Board of Supervisors Meeting 12/18/24 | $ 200.00 |
| JEA | 20241210-01 | 9634626977 10/24 Autopay | Water-Sewer Services 10/24 | $ 32,317.79 |
| Joseph Gerena | 101384 | JG111924 Reimbursement | Reimbursement for All Smiles Invoice 11/24 | $ 900.00 |
| Konica Minolta Premier Finance | 101440 | 543610729 | Copier Lease #500-00673850-000 12/24 | $ 488.59 |
| Kutak Rock, LLP | 101418 | 3469783 | Legal Services 09/24 | $ 6,453.10 |
| Kutak Rock, LLP | 101441 | 3485219 | Legal Services 10/24 | $ 6,910.53 |
| LIVunLtd | 101442 | 184064-F | Fitness Equipment 11/24 | $ 1,389.90 |
| LIVunLtd | 101391 | 184252 | Service Call 11/24 | $ 556.98 |
| LIVunLtd | 101405 | 184264-F | Cardio Cable Boxes - House Power and Data Cords 11/24 | $ 608.00 |
| MTMM Enterprises, LLC | 101392 | CasinoNight 241123 | Casino Night Event 11/24 | $ 6,692.00 |
| Noreast Capital Corporation | 101443 | 612175 | Cardio Fitness Equipment Lease 12/24 | $ 3,128.97 |
| Poolsure | 101444 | 131295626115 | Pool Chemicals 12/24 | $ 4,588.50 |

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2024 Through December 31, 2024

| Vendor Name | Check Numbe | Invoice Number | Invoice Description | | Invoice Amount |
|---|---|---|---|---|---|
| Poolsure | 101428 | 131295626469 | Pool Chemicals 2025 | $ | 58,585.97 |
| Prestige Landscapes of North Florida, Inc. | 101419 | 12302 | Jack Frost Ligustrum - SWPKY Island 10/24 | $ | 7,143.99 |
| Prestige Landscapes of North Florida, Inc. | 101419 | 12306 | Jack Frost Ligustrum - Seaforth Cart Path PH3 10/24 | $ | 9,580.91 |
| Prestige Landscapes of North Florida, Inc. | 101445 | 12346 | PH1 & PH3 Monthly Maintenance 12/24 | $ | 44,891.96 |
| Prosser, Inc. | 101446 | 53651 | Engineering Services - Board Meeting 10/24 | $ | 1,715.00 |
| Republic Services | 20241206-01 | 0687-001478530 Autopay | Waste Disposal Services 12/24 | $ | 882.69 |
| Richard Clinton Wright | 101420 | CW120424 | Board of Supervisors Workshop 12/04/24 | $ | 200.00 |
| Richard Clinton Wright | 101447 | CW121824 | Board of Supervisors Meeting 12/18/24 | $ | 200.00 |
| Rizzetta & Company, Inc. | 101389 | INV0000095428 | District Management Fees 12/24 | $ | 5,386.50 |
| Romulo Pine Straw, Inc. | 101421 | 110624 | Bale's of Pine Straw 11/24 | $ | 90,600.00 |
| Ronnie Murphy | 101422 | RM120424 | Board of Supervisors Workshop 12/04/24 | $ | 200.00 |
| Ronnie Murphy | 101448 | RM121824 | Board of Supervisors Meeting 12/18/24 | $ | 200.00 |
| Ruppert Landscape, LLC | 101423 | 678102 | Monthly Landscape Maintenance 10/24 | $ | 30,054.60 |

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2024 Through December 31, 2024

| Vendor Name | Check Numbe | Invoice Number | Invoice Description | Invoice Amount |
|---|---|---|---|---|
| Ruppert Landscape, LLC | 101449 | 683541 | Remove Oak Tree - Shearwater Pkwy 11/24 | $ 2,769.00 |
| Ruppert Landscape, LLC | 101449 | 683549 | Lift Oak Trees at Outpost Playground 11/24 | $ 4,420.00 |
| Ruppert Landscape, LLC | 101449 | 683550 | Irrigation Repairs 11/24 | $ 3,201.00 |
| Ruppert Landscape, LLC | 101449 | 683566 | Install Cath Basins - Shearwater Pkwy 11/24 | $ 2,528.00 |
| Ruppert Landscape, LLC | 101449 | 683576 | Replace Irrigation Clock 11/24 | $ 482.00 |
| Ruppert Landscape, LLC | 101449 | 683577 | Install French Drain - Appian Ave 11/24 | $ 4,771.00 |
| Ruppert Landscape, LLC | 101449 | 684705 | Monthly Landscape Maintenance 11/24 | $ 30,054.60 |
| Southern Breeze Outdoor Furnishings, LLC | 101393 | 2691 Deposit | Deposit for Pool Furniture & Umbrellas 11/24 | $ 71,462.38 |
| Southern Breeze Outdoor Furnishings, LLC | 101393 | 2692 Deposit | Deposit for Tennis Furniture & Umbrellas 11/24 | $ 14,279.63 |
| TECO Peoples Gas | 20241201-01 | 211011457499 10/24 Autopay | Natural Gas Services - 182 Kayak Way 10/24 | $ 48.98 |
| TECO Peoples Gas | 20241230-02 | 211011457499 11/24 ACH | Natural Gas Services - 182 Kayak Way 11/24 | $ 56.30 |
| TECO Peoples Gas | 20241201-02 | 221008807523 10/24 Autopay | Natural Gas Services - 2105 Shearwater Pkwy 10/24 | $ 38.51 |
| TECO Peoples Gas | 20241230-01 | 221008807523 11/24 ACH | Natural Gas Services - 2105 Shearwater Pkwy 11/24 | $ 44.53 |

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2024 Through December 31, 2024

| Vendor Name | Check Numbe | Invoice Number | Invoice Description | | Invoice Amount |
|---|---|---|---|---|---|
| The Chair Spot, LLC | 101450 | 0000029 | Outdoor Furniture 12/24 | $ | 1,275.00 |
| The Sherwin-Williams Co., Inc. | 101451 | 2283-8312-1 Summary 11/24 | Miscellaneous Paint Supplies 11/24 | $ | 318.29 |
| Trout Creek CDD | DC120224 | DC120224 | Debit Card Replenishment 12/02/24 | $ | 3,304.41 |
| Trout Creek CDD | DC122024 | DC122024 | Debit Card Replenishment 12/20/24 | $ | 3,129.87 |
| Vesta Property Services, Inc. | 101424 | 422928 | Lifeguard/Supervisor/Pool 10/24 | $ | 3,103.41 |
| VGlobal Tech | 101425 | 6780 | Quarterly ADA & WCAG Audits 12/24 | $ | 100.00 |
| VGlobal Tech | 101425 | 6800 | Website Maintenance 12/24 | $ | 175.00 |
| Vincent J Sajkowski | 101426 | VS120424 | Board of Supervisors Workshop 12/04/24 | $ | 200.00 |
| Vincent J Sajkowski | 101453 | VS121824 | Board of Supervisors Meeting 12/18/24 | $ | 200.00 |
| W.B. Mason Co., Inc. | 101406 | 250219256 | Miscellaneous Operating Supplies 11/24 | $ | 375.98 |
| W.B. Mason Co., Inc. | 101406 | 250296736 | Miscellaneous Operating Supplies 11/24 | $ | 241.96 |
| W.B. Mason Co., Inc. | 101406 | 250622126 | Miscellaneous Operating Supplies 11/24 | $ | 257.94 |
| W.B. Mason Co., Inc. | 101454 | 250841191 | Quarterly Sprinkler Inspection 12/24 | $ | 61.40 |

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2024 Through December 31, 2024

| Vendor Name | Check Numbe | Invoice Number | Invoice Description | Invoice Amount |
|---|---|---|---|---|
| W.B. Mason Co., Inc. | 101454 | 250935692 | Miscellaneous Operating Supplies 12/24 | $ 83.69 |
| W.B. Mason Co., Inc. | 101454 | 250935933 | Miscellaneous Operating Supplies 12/24 | $ 322.89 |
| W.B. Mason Co., Inc. | 101454 | 250961978 | Miscellaneous Operating Supplies 12/24 | $ 64.99 |
| Wayne Automatic Fire Sprinklers, Inc. | 101427 | 1176016 | Quarterly Sprinkler Inspection 10/24 | $ 100.00 |
| Wellbeats, Inc. | 101407 | EPIV00000095074 | WBC_PLUS Content Period 11/24 | $ 249.00 |

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2024 Through December 31, 2024

| Vendor Name | Check Numbe | Invoice Number | Invoice Description | Invoice Amount |
|---|---|---|---|---|
| Wellbeats, Inc. | 101455 | EPIV00000095833 | WBC_PLUS Content Period 12/24 | $ 249.00 |
| Yuro & Associates, LLC | 101456 | 3668 | Engineering Services 11/24 | $ 1,800.00 |
| **Report Total** | | | | **$ 595,853.10** |