



Rizzetta & Company

Trout Creek Community Development District

**Board of Supervisors' Meeting
February 19, 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
Heather Loffredo
Jim Breslin
Ronnie Murphy
Vincent Sajkowski

Chairman
Vice Chairperson
Assistant Secretary
Assistant Secretary
Assistant Secretary

District Manager

Melissa Dobbins

Rizzetta & Company, Inc.

District Counsel

Katie Buchanan

Kutak Rock LLP

District Engineer

Mike Yuro

Yuro & Associates

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

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

February 12, 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 **February 19, 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 Court Underdrain Repair
 - 3.) Update Regarding Subsurface Exploration on Pond 11B
 - 4.) Update Regarding Traffic Signage Modifications
 - 5.) Discussion on the Review of CDD Pathways, Sidewalks and Roadways
 - 6.) Consideration of Amenity Area Parking Proposal
 - C.) Landscape Maintenance Service Reports.....Tab 2
 - 1.) Ruppert Landscaping
 - 2.) Prestige Landscaping
 - D.) Pond Aquatics Service Report.....Tab 3
 - E.) General Manager.....Tab 4
 - 1.) GM FSR Awards Nominations
 - 2.) Café Square January Report
 - 3.) Trout Creek CDD Square January Report
 - 4.) Lifestyle January Summary
 - 5.) Lifestyle January P&L
 - 6.) Maintenance January Report
 - F.) District Manager.....Tab 5
 - 1.) Financial Summary Variance Report – YTD December 2024
5. **BUSINESS ITEMS**
 - A.) Consideration of Refunding 2015 Bonds.....Tab 6
 - B.) Discussion Regarding Litigation Attorney Engagement & District Counsel Representation...Tab 7
 - C.) Further Discussion Regarding Poolside Speakers.....Tab 8
 - D.) Consideration of Tot Lot Play Feature Proposal – *(Under Separate Cover)*
 - E.) Consideration of Phase 1 Landscape Remediation Proposals.....Tab 9
 - F.) Discussion Regarding Café Operations Summer 2025.....Tab 10
 - G.) Consideration of Hub Printer Upgrades.....Tab 11
6. **AUDIENCE COMMENTS ON AGENDA ITEMS**
7. **BOARD VOTE ON BUSINESS ITEMS**

- 8. **BUSINESS ADMINISTRATION - CONSENT AGENDA**.....Tab 12
 - A.) Consideration of Minutes for the Board of Supervisors' Regular Meeting held on January 15, 2025
 - B.) Consideration of Minutes for the Board of Supervisors' Community Workshop held on February 4, 2025
 - C.) Ratification of the Operation and Maintenance Expenditures for January 2025
- 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

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

To: Trout Creek Community Development District	Contact:
Address: St. Johns, FL	Phone:
	Fax:
Project Name: Shearwater PH 3A-C (Goodhope Drive) Underdrain	Bid Number:
Project Location: Goodhope Drive	Bid Date: 12/17/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	General Conditions	1.00	LS	\$4,658.96	\$4,658.96
700	Maintenance Of Traffic (Basic Signage)	1.00	LS	\$300.00	\$300.00
1109	Flowable Fill (Compaction Under Curb At Tie Ins)	8.00	CY	\$262.63	\$2,101.04
1205	Sod Repair	400.00	SY	\$3.01	\$1,204.00
1600	Remove And Replace Driveway Pavers (10 Total)	2,400.00	SF	\$14.31	\$34,344.00
3263	Roadway Underdrain	575.00	LF	\$126.12	\$72,519.00
11000	Irrigation Repair Allowance (Within Work Area)	1.00	LS	\$1,000.00	\$1,000.00
Total Bid Price:					\$116,127.00

Notes:

- The above price excludes Landscaping & Irrigation. Valencourt is not responsible for any landscaping that needs to be removed/replaced. An allowance has been included for minor irrigation repair within our work area for work that can be completed by Valencourt.
- The above price assumes underdrain stubs have been installed at each curb inlet per county requirements.
- The above price excludes Sunday Work.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Valencourt Construction Company, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Spence Nagy (904) 291-9330 spence@valencourt.com</p>
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Highwater Site Solutions LLC

5354 County Road 209 S
Green Cove Springs, FL 32043
US
grant@highwatersitesolutions.com

Estimate

ADDRESS
David Roane
100 East Town Place
suite 200
St Augustine, FL 32092
United States

ESTIMATE 1101
DATE 02/05/2025

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Material	6" drainage sock pipe, fittings, couplers, fabric etc.	1	4,875.00	4,875.00
	Material	cleaned 57 stone backfill for drainage	1	10,800.00	10,800.00
	Services	dump truck rental	1	5,385.00	5,385.00
	Services	excavator rental	1	3,500.00	3,500.00
	Services	skid loader rental	1	3,500.00	3,500.00
	Services	equipment mobilization	1	700.00	700.00
	Services	driveway repair	10	1,250.00	12,500.00
	Services	Labor to Install drainage per plan at back of curb tie into drainage box at curb on north and south using excavator to dig, haul off spoils to desired location. stage all material at discussed lot (slick off and seeded upon completion) repair all driveways and sod to current condition, replace and repair all damaged irrigation. Pressure wash driveway and curbs at areas affected by construction. Turn key operation.	1	24,250.00	24,250.00
	Material	sod and irrigation parts for repair	1	3,150.00	3,150.00

TOTAL

\$68,660.00

Accepted By

Accepted Date



SUNDANCER SIGN GRAPHICS
11259 Business Park Blvd, Suite 3
Jacksonville, FL 32256
904-287-4949
info@sundsg.com

Estimate

ADDRESS

Trout Creek CDD
C/O Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614
St. Augustine, FL 32084

SHIP TO

Trout Creek CDD
Shearwater
St. Augustine, FL 32084

ESTIMATE # 1932

DATE 02/04/2025

ACTIVITY	QTY	RATE	AMOUNT
Services 2x - RRFB Assembly, Solar Powered, Single Sided (ONE COMPLETE CROSSWALK)	1	0.00	0.00
Street Sign Flashing Crosswalk Signs	1	12,338.00	12,338.00T
Install - Sign Installation of Street Sign per specs	1	1,000.00	1,000.00
SUBTOTAL			13,338.00
TAX			0.00
TOTAL			\$13,338.00

Accepted By

Accepted Date



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

Amenity Area Parking – Conceptual Design
For
Trout Creek CDD
St. Johns County, FL

Yuro & Associates, LLC is pleased to provide this proposal to complete a conceptual design for a potential new parking lot at the amenity area behind the tennis courts. Our efforts will include:


- Review of existing amenity center design for grading & drainage tie-in
- Limited topographic survey of area to determine limits of available area to work in
- Conceptual design to include:
 - Entry road layout
 - Parking space layout & count
 - Pedestrian connection
 - Drainage considerations
- Agency coordination to determine final permit requirements (paved -vs- non paved)
- Engineers cost estimate

We propose to complete the above referenced scope of work for a **lump sum fee of \$4,950⁰⁰**

Accepted By:

Date

Trout Creek CDD

 2/11/25

Date

Michael J. Yuro, P.E.
Yuro & Associates, LLC

The Following items are Not Included:

1. Full Topographic & Boundary Survey
2. Final Design & Details
3. Stormwater Calculations
4. Permitting

Tab 2



RUPPERT
LANDSCAPE

Trout Creek CDD: Monthly Report

January 2025

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 spring the turf will start to grow and regain its color. The weeks we aren't mowing we are focusing on detail work. We have completed all ornamental grass cutbacks throughout phase 2 and are focusing on Oak, Crape Myrtles and Viburnum trimming. Every couple week's we are hard and soft edging throughout phase 2 to in order to keep crisp bed lines. With the couple weeks of cold weather, it has burned some plant material. We will be cutting it down to promote new blooms in the spring.

Irrigation: The irrigation system is working as it should. We had the irrigation shut off for 3 weeks in January with the cold temperatures. With the weather starting to warm up we have turned the irrigation systems on, and they are running twice a week.



PRESTIGE

LANDSCAPES

OF NORTH FLORIDA, INC.

January 2025 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



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

January, 2025

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

Our maintenance crew completed detail work within ph1 in January. This includes Oak trimming, removal of dead plant material, shaping Patio Ligustrums at main entrance, clean all walk paths/nature walks, and weeding plant beds. Next on our list is to redefine plant bed edges. Currently there are no bed edges and not having this separation from turf/[plant bed will only make the growing season more difficult to control a clean plant bed.

Irrigation

We have not completed a full inspection in ph1 due to the system not working 100%. The Amenity Clock in completely down.

With the approval of the irrigation repairs at the Amenity and ph1 SWPKY, we will be working diligently in February to have both systems up and running by March 1st.

Agronomics

Fert/chem team has not applied any products due to the irrigation system being inactive in a lot of areas in ph1. We have applied a post weed application to control unwanted turf weeds. Our tech is prepared to apply fertilization and preemergent following the irrigation repairs being completed in February.

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

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



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

January, 2025

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. Ph3 is holding tight with the consistent maintenance performed prior to the dormant season. Our crews have been consistent in patrolling property looking outside the box for any maintenance issues that may arise throughout the winter months. Due to the extreme cold events we experienced in Jan.2025, there are a few plant species that are showing signs of cold stress (Eastern Red Cedars, Fashion Azaleas, Blue Daze, Agapanthus). The plants listed should flush out in the spring, but we wanted you to be prepared to replace them if needed.

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 2x per week on turf and 1x per week on plant bed areas. Due to the cold weather we experienced in Jan.2025 there was a uptick in mainline breaks. These breaks were all in joint locations where the coupler or 90 degree fitting failed. All breaks have been repaired and system is running 100%.

Agronomics

Our tech has applied spring pre-emergent/fertilizer to all St. Augustine/Bermuda sod areas within ph3. Currently we are applying shrub/tree ferritization w/pre-emergent to help reduce the plant bed weed growth during the spring flush. Spray report is below for mor details on our application.

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

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



W. O. # _____

Name Martha Ct. Common Area

Address _____

Date 1/27/2025 pg 1 of 1

Irrigation Inspection Report

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

Comments : System is properly functioning with no major issues.



W. O. # _____

Name Timberwolf Clock ph3-A

Address SWP Turf

Irrigation Inspection Report

Date 1/27/2025 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-							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS- ER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

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



W. O. # _____

Name Timberwolf Clock ph3-A

Address Timberwolf Turf

Date 1/27/2025 pg 2 of 4

Irrigation Inspection Report

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

A
B
C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

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

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



W. O. # _____

Name Timberwolf Clock ph3-A

Address SWP Shrubs/Trees

Date 1/28/2025 pg 3 of 4

Irrigation Inspection Report

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

Comments : _____



W. O. # _____

Name Timberwolf Clock ph3-A

Address Timberwolf Shrubs/Trees

Date 1/28/2025 pg 4 of 4

Irrigation Inspection Report

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

A
B
C
D

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

Program

Run Days

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

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

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



W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address SWP_Cal Turf

Date 1/29/2025 pg 1 of 4

Irrigation Inspection Report

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

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

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

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



W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address Shrubs_Trees

Date 1/29/2025 pg 2 of 4

Irrigation Inspection Report

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

A
B
C

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

Program

Run Days

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

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

ADJUSTMENTS	X						
PARTIL CLOGS							
STRAIGHTENED							

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

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



W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address Seaforth Turf

Date 1/29/2025 pg 3 of 4

Irrigation Inspection Report

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

A
B
C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

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

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



W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address Cart Path

Date 12/14/2024 pg 4 of 4

Irrigation Inspection Report

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

A
B
C
D

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

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

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

Spray Report

Customer: Prestige Landscapes of North Florida

Property: Shearwater Ph 3 CDD

Date: 1/29/25--2/3/25

Area treated +/- 13.75 acres

Total Gallons used: 1500

Product:

8-4-36 @ 12 lbs per acre

Atra 4 @ 64oz per acre

Prodiamine @ 1lb per acre

Imidacloprid @ 28 oz per acre

MSM Turf @ .3 oz per acre

Date: 2/6/25

Area treated +/- 2.75 acres

East side of Shearwater Parkway from Timberwolf Trail to Seaforth and connecting cart path that runs along all cul-de-sac and mail box kiosks.

Total Gallons used: 300

Product:

8-4-36 @ 12 lbs per acre

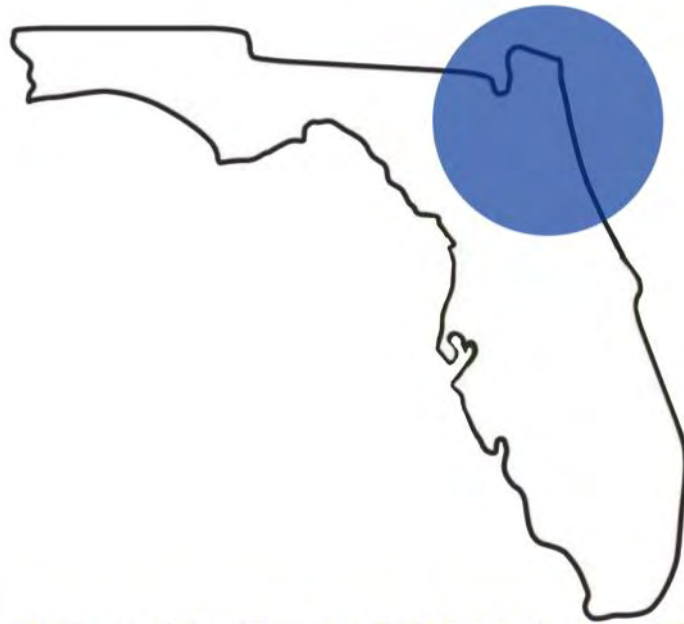
Atra 4 @ 64oz per acre

Prodiamine @ 1lb per acre

Imidacloprid @ 28 oz per acre

MSM Turf @ .3 oz per acre

The target for this application was to apply a post emergent and pre-emergent weed control combo with systemic insect control for ants and turf destroying insects, with a winter fertilizer blend. The weeds present will begin to die within 10 -days once watered in with first pre-emergent weed control for crabgrass and spring weeds has been applied before they have emerged.



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: February 4, 5, 2025

Biologists: Jim Charles
Rich Powers

Client: Trout Creek CDD

Waterways: 43 ponds

Note: First report for February.

Entry Pond: Pond was in good condition. The water level is normal.
Columns scheduled for cleaning this month.



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



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



Pond 1b: This pond was in good condition. The water level is normal. Minor perimeter algae on schedule for treatment.



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.



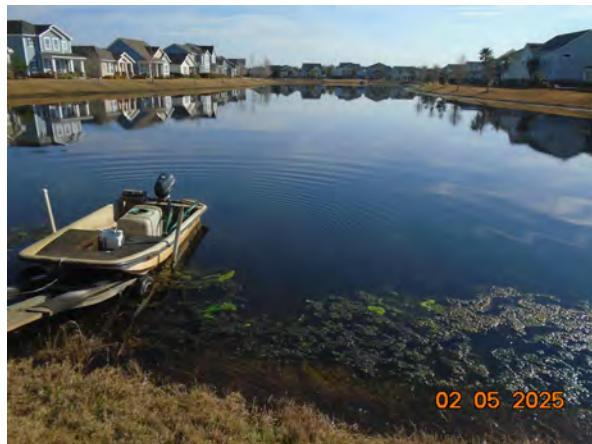
Pond 6: This pond was in good condition. The water level is normal.



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



Pond 7b: Pond was in fair condition. The water level is normal. Treated perimeter for algae.



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



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



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



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



Pond 9c: Pond was in fair condition. The water level was normal. Algae treatment scheduled for this pond.



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



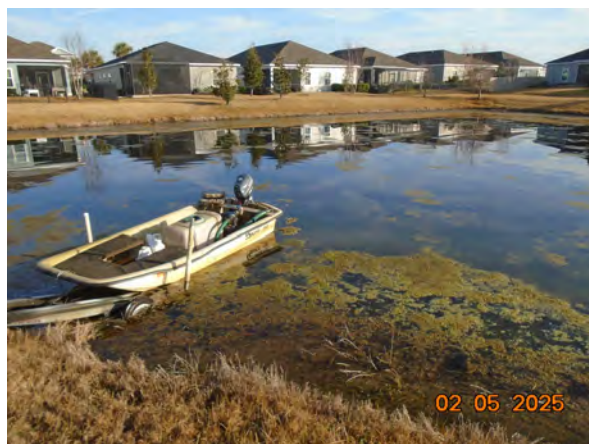
Pond 10c: Pond was in good condition. The water level is normal. Note pollen accumulation.



Pond 10d: Pond was in fair condition. The water level is normal. Treated pond for algae.



Pond 11a: Pond was in poor condition. The water level is good. Treated pond aggressively for algae by boat.



Pond 11b: Pond was in fair condition. The water level is good. Treated for algae.



Pond 11c: Pond was in 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 fair condition. The water level is normal. Pollen accumulated in corner.



Pond 20: Pond was in good condition. The water level is normal.



Pond 21A: Pond was in good condition. The water level is good.



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



Pond 22A: Pond was in fair condition. Treatment for algae scheduled.



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



Pond 23A: Pond is in good condition. 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 good condition. Water level is good.



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 poor condition. Water level is normal. Algae treatment scheduled for this pond.



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 February 19, 2025

Business Items for Discussion:

- 151 Boylston Ct. – Requesting access to use CDD common area to install pool
- 936 Windley Dr. – Requesting fence on CDD drainage easement
- Timberwolf Multiuse Path – Golf Carts

Administration:

- Meeting with Shearwater Sharks rep regarding contract changes
- Teams meeting with Konica Minolta rep regarding contract savings/ upgrades
- Meeting with Southern Recreation to discuss proposals for additional tot lot play features
- Meeting with our Regional Director to discuss new policies from FSR relating to any vendor, coach, etc. working directly with children
- Attended the CDD Workshop
- Worked with Ronnie and Reserve Advisors regarding the Reserve Study
- Lifestyle meeting with Heather Loffredo
- Attended the monthly virtual FSR Lifestyle Collaboration call
- Performed employee evaluations
- Property drive with landscape vendors
- Phase 1 landscape enhancement proposal walk with Prestige and Chairman
- Attended meeting regarding website development with Northern Helm
- Monthly meeting with Chairman Clint Wright
- Monthly meeting with Vice Chair Heather Loffredo
- Monthly meeting with Assistant Supervisor Ronnie Murphy
- Monthly meeting with Assistant Supervisor Jim Breslin
- Meeting with Assistant Supervisor Vinnie Sajkowski and Prestige owner Chris Kenny to discuss the yoga lawn options for resodding.
- Worked with All Pro Asphalt regarding Shearwater Pkwy and multipath patching
- Attended the Annual FSR Award Ceremony

Kayak Hub:

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

Lifestyle:

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

Maintenance/Vandalism/Mischief Issues:

- January 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



Overview



Legend



Parcel ID	0100150530	Physical Address	151 BOYLSTON CT SAINT AUGUSTINE	Building Value	\$312,455	Last 2 Sales							
Property Class	0100 - Single Family	Mailing Address	LAVERY JOINT REVOCABLE TRUST U/A/D:05/20/22	Extra Value	\$2,480	Date	6/10/2020	Price	\$347500	Reason	01	Qual	Q
Taxing District	Trout Creek Community Development District	Address	151 BOYLSTON CT SAINT AUGUSTINE FL 32092-0000	Feature Value			9/13/2019	\$4495000		05		Q	
Acres	0.15			Total Land Value	\$100,000								
				Just Value	\$414,935								
				Total	\$183,740								
				Deferred Assessed Value	\$231,195								
				Total	\$50,000								
				Exemptions									
				Taxable Value	\$181,195								

The St. Johns County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

Date created: 1/24/2025

Last Data Uploaded: 1/24/2025 12:15:12 AM

MAP SHOWING BOUNDARY SURVEY OF

LOT 53 BLOCK - AS SHOWN ON MAP OF

SHEARWATER PHASE 2C

AS RECORDED IN MAP BOOK 96 PAGES 40-52 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

CERTIFIED TO: DONNA MARIE LAVERY, RANDOLPH BISSON LAVERY

CALATLANTIC TITLE, INC., CHICAGO TITLE INSURANCE COMPANY

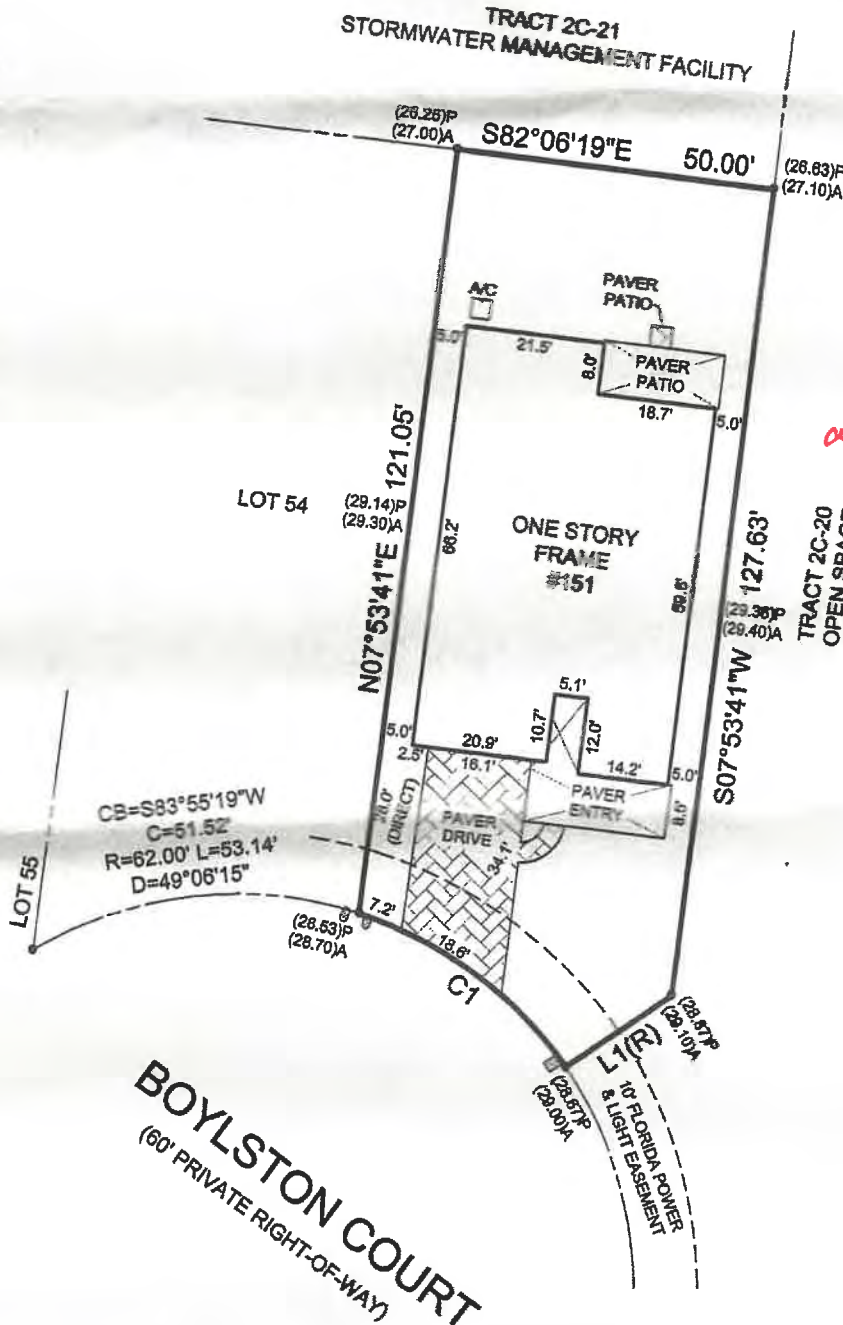
LOT ELEVATIONS SHOWN THUS (20.0)

P=PROPOSED
A=ACTUAL

NOTE: ALL HOUSE TIES ARE TO FOUNDATION

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	41.00'	62.00'	37°53'31"	N52°34'58"W	40.28'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1(R)	20.00'	S56°21'42"W



*Requesting
ACCESS to use
CDD Common
area & will replace
any landscape
damage (if required)*

UTILITY LEGEND	
	WATER METER
	RECLAIM METER

151 Boylston



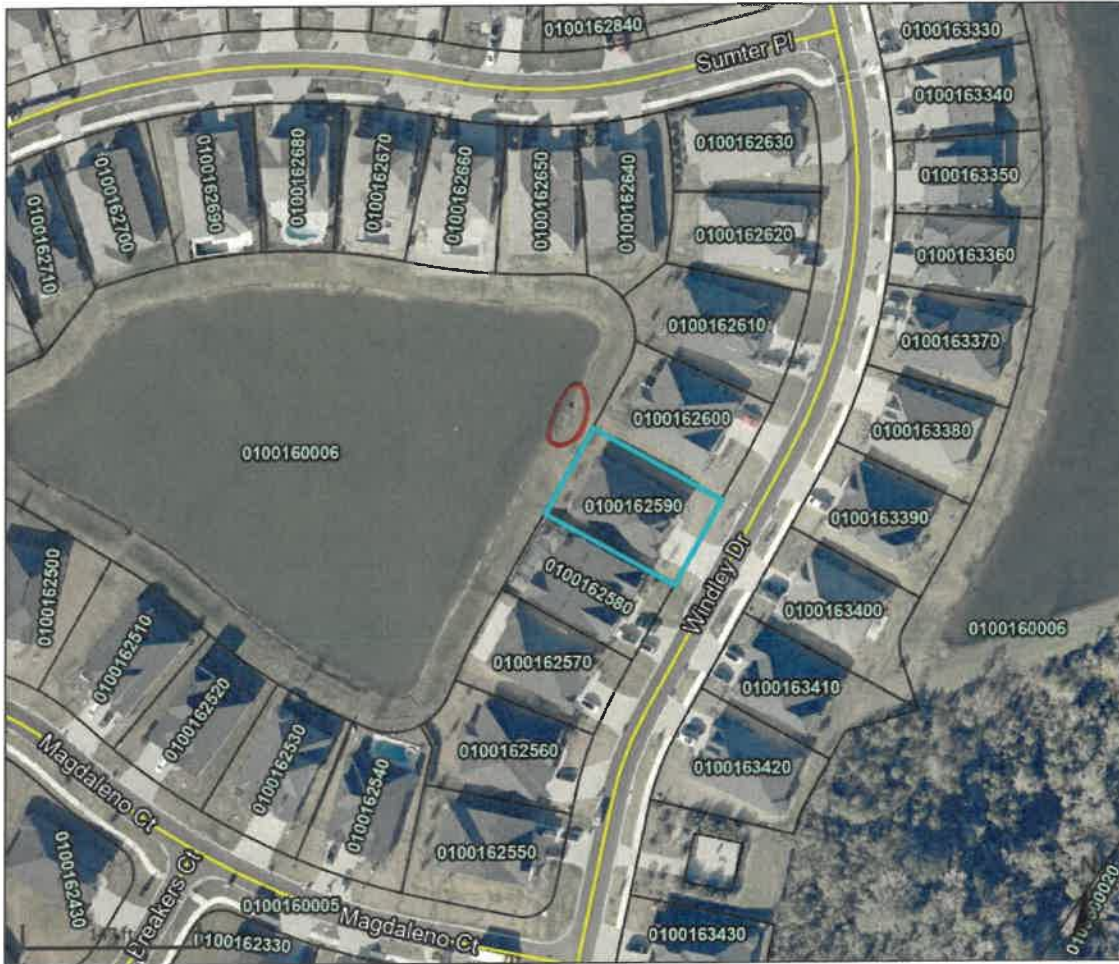












Overview



Legend

Parcels

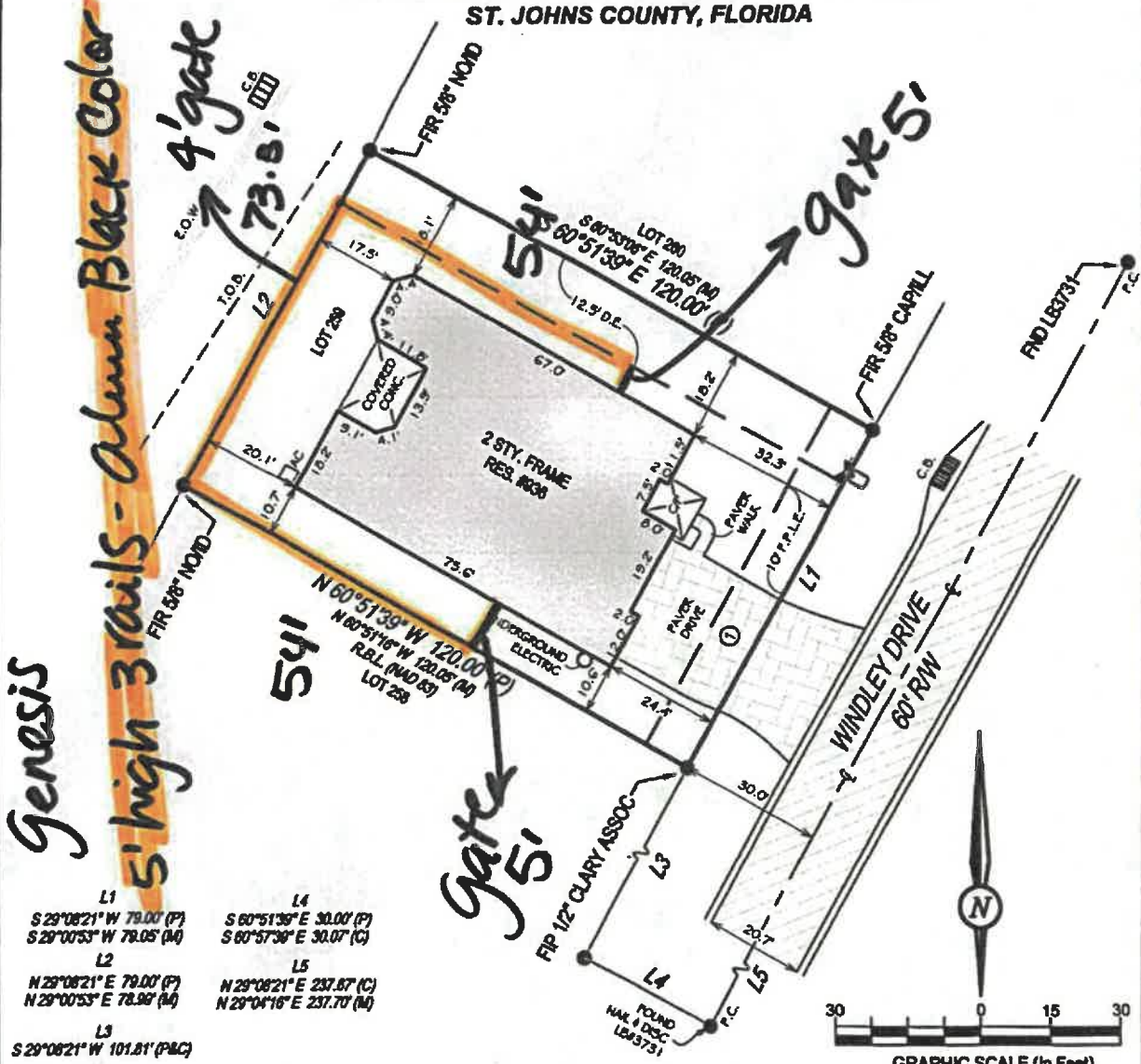
Parcel ID	0100162590	Physical Address	936 WINDLEY DR	Building Value	\$495,903	Last 2 Sales Date		Price		Reason		Qual	
Property Class	0100 - Single Family	Mailing Address	SAINT AUGUSTINE SECRETARY OF VETERANS AFFAIRS	Extra Feature Value	N/A	6/27/2023		\$711900	01			Q	
Taxing District	Trout Creek Community Development District	Address	3401 W END AVE SUITE 760W NASHVILLE TN 37203-0000	Total Land Value	\$135,000	3/4/2022		\$840000	05			Q	
Acres	0.22			Just Value	\$630,903								
				Total	N/A								
				Deferred Assessed Value	\$630,903								
				Total	N/A								
				Exemptions Taxable Value	\$630,903								

The St. Johns County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

Date created: 2/3/2025
 Last Data Uploaded: 2/1/2025 12:15:42 AM

BEARINGS BASED ON NORTH AMERICAN DATUM OF 1983 (NAD 1983) (2011) (EPOCH 2010.0000).

**BOUNDARY SURVEY OF LANDS IN:
SECTION 26, TOWNSHIP 05 SOUTH, RANGE 27 EAST
ST. JOHNS COUNTY, FLORIDA**



- L1 S 29°08'21" W 79.00' (P)
S 29°00'53" W 78.05' (M)
- L2 N 29°08'21" E 79.00' (P)
N 29°00'53" E 78.98' (M)
- L3 S 29°08'21" W 101.81' (P&C)
- L4 S 60°51'39" E 30.00' (P)
S 60°57'30" E 30.07' (C)
- L5 N 29°08'21" E 237.67' (C)
N 29°04'16" E 237.70' (M)

PROPERTY ADDRESS: 936 WINDLEY DRIVE, SAINT AUGUSTINE, FL 32092

LEGAL DESCRIPTION:
LOT 250, SHEARWATER PHASE 2E-3, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 108, PAGE 44 THROUGH 48, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

POINTS OF INTEREST:
1. PAVER DRIVE OVER 10' F.P.L.E.

FIELD WORK DATE:
01/07/2024
CAD DRAFTER:
GS
SURVEY NUMBER:
010325.05
REVISION DATE:
XXXX



SURVEYOR'S CERTIFICATION
REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH FLORIDA PSM EMBOSSED SEAL THIS SKETCH OF SURVEY OR PLAN DEPICTED HEREON CONFORMS TO THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN ACCORDANCE WITH CHAPTER 5J-17.050-17.053, PURSUANT TO CHAPTER 472, FLORIDA STATUTES, AND WAS DONE UNDER MY DIRECT SUPERVISION.



RIVER CITY
SURVEYING & MAPPING
LB#8484
904.675.8300
7220 FINANCIAL WAY
JACKSONVILLE, FL 32256

DATE SIGNED: 01/08/2025

Shearwater Phase 2E

A PORTION OF SECTIONS 28 AND 35, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 102 PAGE 86

SHEET 2 OF 10 SHEETS
SEE SHEET 3 FOR NOTES AND LEGEND

ADDITION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, WFC ASHFORD MILLS OWNER VII, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY ("OWNER") IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON WHICH SHALL HEREAFTER BE KNOWN AS SHEARWATER PHASE 2E, AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS. THE ROAD RIGHTS-OF-WAY DESIGNATED IN THE PLAT AS BREAKERS COURT, FELASOD WAY, MAGDALENE COURT, SUMNER PLACE, WINEYARD WAY AND WINDLEY DRIVE, ARE HEREBY DEDICATED TO THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT, (THE "CDD"), ITS SUCCESSORS AND ASSIGNS, IN PERPETUITY FOR MAINTENANCE OF THE RIGHT-OF-WAY, ACCESS, AND DRAINAGE IMPROVEMENTS WHICH ARE NOW OR HEREAFTER CONSTRUCTED THEREON.

THE "OWNER" HEREBY RESERVES FOR ITSELF AND GRANTS TO THE CDD A NON-EXCLUSIVE DRAINAGE EASEMENT OVER, UPON, AND UNDER THOSE EASEMENTS DESIGNATED ON THIS PLAT AS "DRAINAGE EASEMENT" FOR INSTALLATION AND MAINTENANCE (INCLUDING RIGHTS OF INGRESS AND EGRESS) OF DRAINAGE IMPROVEMENTS THAT ARE NECESSARY OR BENEFICIAL TO CURRENT OR FUTURE OWNERS OF LANDS WITHIN THE SUBDIVISION, AND FOR DRAINAGE PURPOSES. THE CDD ASSUMES ALL OBLIGATIONS OF MAINTENANCE AND OPERATION OF SAID EASEMENTS AND IMPROVEMENTS.

TITLE TO TRACTS 2E-1, 2E-2, 2E-3, 2E-4, 2E-5, 2E-6, 2E-7, 2E-8, 2E-9, 2E-10, 2E-11, 2E-12, 2E-13, 2E-14, 2E-15, 2E-16, 2E-17, 2E-18, 2E-19, 2E-20, 2E-21, 2E-22, 2E-23, 2E-24, 2E-25, 2E-26, 2E-27, 2E-28, 2E-29, 2E-30 AND 2E-31 (FUTURE DEVELOPMENT), TRACTS 2E-32, 2E-33 AND 2E-34 (STORMWATER MANAGEMENT FACILITY), TRACT 2E-35 (CONSERVATION) AND TRACT 2E-36 (OPEN SPACE), ARE HEREBY RETAINED BY THE UNDERSIGNED OWNER, ITS SUCCESSORS AND ASSIGNS; PROVIDED HOWEVER, THE UNDERSIGNED OWNER RESERVES THE RIGHT TO CONVEY TITLE TO SAID TRACTS TO AN ENTITY, INCLUDING WITHOUT LIMITATION, A PROPERTY OWNERS' ASSOCIATION, A MUNICIPAL SERVICES TAXING UNIT, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER SUCH ENTITY AS WILL ASSUME ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THE PLAT.

TITLE TO TRACT 2E-37 (LIFT STATION) IS HEREBY IRREVOCABLY DEDICATED IN FEE SIMPLE TO JEA, ITS SUCCESSORS AND ASSIGNS.

TITLE TO THE LANDSCAPE BUFFER EASEMENT SHOWN HEREON IS HEREBY RETAINED BY THE UNDERSIGNED OWNER, ITS SUCCESSORS AND ASSIGNS; PROVIDED HOWEVER, THE UNDERSIGNED OWNER RESERVES THE RIGHT TO CONVEY TITLE TO SAID EASEMENTS TO AN ENTITY, INCLUDING WITHOUT LIMITATION, A PROPERTY OWNERS' ASSOCIATION, OR OTHER THIRD PARTY THAT ASSUMES ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THIS PLAT. SUCH EASEMENTS SHALL BE HELD AND USED BY OWNER, ITS SUCCESSORS AND ASSIGNS, AS A LANDSCAPE BUFFER FOR THE ADJACENT LIFT STATION IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 536.1223, CITY OF JACKSONVILLE ORDINANCE CODE.

THE "OWNER" HEREBY DEDICATES TO JEA, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE EASEMENT ON, UPON, OVER, AND UNDER THE LANDSCAPE BUFFER EASEMENT, FOR ELECTRICAL, WATER REUSE, WATER, SEWER, AND OTHER PUBLIC UTILITIES AND INGRESS AND EGRESS IN CONNECTION WITH JEA'S USE OF THE LIFT STATION TRACT.

THE "OWNER", ITS SUCCESSORS AND ASSIGNS, SHALL FOREVER RELEASE, DISCHARGE, INDEMNIFY JEA AND SAVE IT HARMLESS FROM SUITS, ACTIONS, DAMAGES, LIABILITY AND EXPENSES THAT MAY BE INCURRED IN CONNECTION WITH PROPERTY DAMAGE OR PERSONAL INJURY, OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE LANDSCAPE BUFFER EASEMENT, OR ANY PART THEREOF, EXCEPT TO THE EXTENT ARISING FROM OR INCIDENTAL TO JEA'S USE OF THE LIFT STATION TRACT OR JEA'S EASEMENT UPON THE LANDSCAPE BUFFER EASEMENT. THE OWNER'S SUCCESSORS AND ASSIGNS SHALL BE SUBJECT TO THIS RELEASE AND INDEMNIFICATION AND THE COVENANTS HEREIN SHALL RUN WITH THE LAND DESCRIBED AND CAPTIONED HEREON. JEA SHALL REMOVE AND/OR REPLACE ANY LANDSCAPING, GROUND COVER, AND/OR IRRIGATION FACILITIES DISTURBED BY JEA IN THE EXERCISE OF ITS EASEMENT RIGHTS UPON THE LANDSCAPE BUFFER EASEMENT WITH LIKE-KIND MATERIALS; PROVIDED HOWEVER, THAT TO THE EXTENT REPLACEMENT OF ITEMS SUCH AS LARGE OR MATURE TREES IS NOT REASONABLY FEASIBLE, JEA SHALL REPLACE SAME WITH THE CLOSEST REASONABLE REPLACEMENT THEREFORE.

THOSE EASEMENTS DESIGNATED AS "JEA ACCESS & UTILITY EASEMENT" ARE HEREBY IRREVOCABLY DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE ACCESS, INSTALLATION, MAINTENANCE, AND USE OF WATER REUSE, WATER, SEWER AND/OR OTHER PUBLIC UTILITIES.

THE "OWNER", ITS SUCCESSORS AND ASSIGNS, HEREBY GRANTS TO THE PRESENT AND FUTURE OWNERS OF THE LOTS SHOWN ON THIS PLAT AND ITS SUCCESSORS AND ASSIGNS, GUESTS, INVITEES, DOMESTIC HELP, DELIVERY, PICK-UP AND FIRE PROTECTION SERVICE PROVIDERS, POLICE AND OTHER AUTHORITIES OF THE LAW, UNITED STATES POSTAL CARRIERS, REPRESENTATIVES OF THE UTILITIES AND TELECOMMUNICATION COMPANIES AUTHORIZED BY SAID OWNER IN WRITING TO SERVE THE LAND SHOWN HEREON, HOLDERS OF MORTGAGE LENS ON SUCH LANDS AND SUCH OTHER PERSONS AS MAY BE DESIGNATED, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS AND MAINTENANCE OVER AND ACROSS PRIVATE ROADWAYS SHOWN ON THIS PLAT. THE "OWNER", ITS SUCCESSORS AND ASSIGNS, RESERVES AND SHALL HAVE THE UNRESTRICTED AND ABSOLUTE RIGHT TO DENY INGRESS OR ANY PERSON WHO MAY CREATE OR PARTICIPATE IN A DISTURBANCE OR NUISANCE ON ANY PART OF THE LANDS SHOWN HEREON.

ALL EASEMENTS SHOWN ON THIS PLAT, OTHER THAN THOSE SPECIFICALLY DEDICATED HEREIN, ARE AND SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF THE UNDERSIGNED OWNER, ITS SUCCESSORS AND GRANTEES, IF ANY, OF SAID EASEMENTS. THE UNDERSIGNED OWNER RETAINS THE OBLIGATION FOR MAINTENANCE OF ALL EASEMENTS SHOWN ON THIS PLAT FOR DRAINAGE OR LANDSCAPE PURPOSES; PROVIDED HOWEVER, THE UNDERSIGNED OWNER RESERVES THE RIGHT TO ASSIGN THE OBLIGATION FOR MAINTENANCE OF SAID EASEMENTS TO A PROPERTY OWNERS' ASSOCIATION OR OTHER SUCH ENTITY AS WILL ASSUME ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THE PLAT.

ANY AND ALL EASEMENTS SHOWN ON THIS PLAT FOR WATER OR SEWER AND ACCESS THERETO, ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATIONS DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS; HOWEVER, THE UNDERSIGNED OWNER DOES HEREBY RESERVE TO ITSELF, ITS SUCCESSORS AND ASSIGNS, AN EASEMENT FOR INGRESS AND EGRESS OVER ANY ACCESS EASEMENTS TO WATER AND SEWER UTILITIES SHOWN ON THIS PLAT. IN ADDITION, ANY UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES IN THE MANNER AND SUBJECT TO THE PROVISIONS OF SECTION 177.091(20) OF THE FLORIDA STATUTES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. NOTWITHSTANDING THE FOREGOING, ONLY CABLE TELEVISION SERVICE PROVIDERS SPECIFICALLY AUTHORIZED BY THE UNDERSIGNED OWNER, ITS SUCCESSORS AND ASSIGNS, TO SERVE THE LANDS SHOWN ON THIS PLAT, SHALL HAVE THE BENEFIT OF SAID CABLE TELEVISION SERVICE EASEMENTS.

THE "OWNER" HEREBY GRANTS TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE UTILITY EASEMENT OVER, UPON AND UNDER THOSE EASEMENTS DESIGNATED ON THIS PLAT AS "FPL EASEMENT", FOR INSTALLATION AND MAINTENANCE (INCLUDING RIGHTS OF INGRESS AND EGRESS) OF ITS UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM AS NECESSARY OR BENEFICIAL TO CURRENT OR FUTURE OWNERS OF LANDS WITHIN THE SUBDIVISION.

THE "OWNER", HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATES TO JEA, ITS SUCCESSORS AND ASSIGNS, EASEMENTS OVER, UPON, AND UNDER ALL ROAD RIGHTS OF WAY DESIGNATED HEREON, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF JEA UTILITIES, TOGETHER WITH THE RIGHT OF JEA, ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS TO AND OVER SAID ROAD RIGHTS OF WAY DESIGNATED HEREON.

THE "OWNER" HEREBY RESERVES AND SHALL HAVE THE SOLE AND ABSOLUTE RIGHT, AT ANY TIME, WITH THE CONSENT OF THE GOVERNING BODY OF ANY MUNICIPALITY OR OTHER GOVERNMENT BODY POLITICAL THEN HAVING JURISDICTION OVER THE LANDS INVOLVED, TO DEDICATE TO THE PUBLIC ALL OR ANY PART OF THE LANDS OR EASEMENT REMAINING PRIVATELY OWNED BY IT.

IN WITNESS WHEREOF, WFC ASHFORD MILLS OWNER VII, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

THIS 16th DAY OF JUNE, A.D., 2020.

WFC ASHFORD MILLS OWNER VII, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY

[Signature]
AUTHORIZED REPRESENTATIVE

WITNESS: [Signature]
PRINT: HANNAH HUBER
WITNESS: [Signature]
PRINT: SADIE PIERDING

NOTARY FOR WFC ASHFORD MILLS OWNER VII, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY

STATE OF Massachusetts
COUNTY OF Suffolk

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS 16th DAY OF JUNE, A.D., 2020, BY [Signature] AUTHORIZED REPRESENTATIVE OF WFC ASHFORD MILLS OWNER VII, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY ON BEHALF OF THE COMPANY. HE IS PERSONALLY KNOWN TO ME AND DID NOT TAKE AN OATH.

[Signature]
NOTARY PUBLIC, STATE OF Massachusetts
TYPE OR PRINT NAME: SADIE PIERDING





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RE: Multi use path along Timberwolf trail Email

Good morning,

My son attends Trout Creek academy, 4th grade. We ride bikes to school every day as we have done since he was 4 and went to Timberland Creek. The stretch of multi use path from the corner of Shearwater pkwy and Timberwolf trail to the school is dangerous for biker/ walkers. Golf carts use this section to avoid the car line. Unfortunately they weave in and out of kids, the majority of which do not slow down. This morning my son was almost taken out by someone passing us while a golf cart was coming from the other direction. It was a near head on collision. It is an accident waiting to happen. I would like to say that adults using common sense would allow everyone to use this section safely but it has been a consistent issue since school began. The school is aware and has asked that golf carts use the carline. Unfortunately, they can only ask they can't enforce it since it is not school property. My hope is that you and the board consider blocking off that section to golf carts as was done in the front of the neighborhood.

Thank you,
Jill Hoffman

Shout Out and Congratulations

Last Friday, January 31st, FirstService Residential held their annual awards event at Sawgrass Marriott with approximately 100 associates in attendance. This event recognizes associates that deliver exceptional service and enhance the core values of every property in the communities we manage.

Several of your staff were nominated by their peers as well as the community nominated for community of the year.

Nominations:

5 Years of Service with FSR – Kim Mercado

Be Genuinely Helpful – Johnnie Verdell, Jessica Knutelsky

Build Great Relationships – Johnnie Verdell

Own It – Demetric Arnold

Aim High – Joe Gerena

Improve It – Karin Lucken

Hospitality Professional of the year – Moira McCarthy, Ja Nadya Shaw

Lifestyle Director of the year – Joe Gerena

Maintenance professional of the year – Johnnie Verdell, Matt Bowers

Manager of the year – Wanda Gartman, Belynda Tharpe

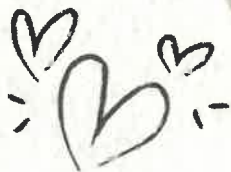
Community of the year – Shearwater/Trout Creek CDD

AND the Winners Are.....

Johnnie Verdell – Build Great Relationships - (Relationships based on respect, trust, and effective communication are the cornerstone of our success.)

Jessica Knutelsky – Rookie of the Year – (Enhances resident, guest, and coworker experiences, streamlines operations and improves efficiency.)

Join me in congratulating ALL of your staff on their nominations and the award winners!



Jan 1, 2025–Jan 31, 2025



Category Sales Report

The HUB Cafe

Category	Items Sold	Gross Sales
Uncategorized	1	\$1.50
Accessories	0	\$0.00
Candy	42	\$49.00
Chips	16	\$25.50
Cold Beverages	65	\$96.00
Hot Beverages	9	\$9.00
Ice Cream	35	\$140.00
Pizza	1	\$4.00
Snacks	15	\$41.00
Total	184	\$366.00

Jan 1, 2025–Jan 31, 2025



Category Sales Report

Trout Creek CDD

Category	Items Sold	Gross Sales
Uncategorized	0	\$0.00
Accessories	20	\$600.00
Furniture Sale	94	\$2,325.00
RENTAL FEES	58	\$8,928.00
Security Deposit	3	\$1,515.00
Special Events	7	\$1,154.70
Sponsor	1	\$150.00
Total	183	\$14,672.70

LIFESTYLE SUMMARY

January 2025

1. January 8th – Coffee and Conversation

- ☑ Coffee sponsored by Kinder Cafe. Food from Sam's Club, Publix, & Russian Club Ladies provided food and sweets. Approx. 100 attendees. Event sponsored by the Russian Speakers Club.

2. January 10th - Trivia w/ DJ

- ☑ Food and Prizes provided Zen and Ginger. DJ provided by M.E. (Maximum Entertainment). 77 Attendees.

3. January 14th – Carrabba's Night, OneBlood Donations, Music Bingo

- ☑ Only 2 orders for Carrabba's. 6 donations for OneBlood & Music Bingo w/ a DJ – matching the name of the song with the song to fill your Bingo Card.

3. January 18th – Polar Plunge

- ☑ Annual Polar Plunge and Pledge, and polar Bear - low turnout. This was a nice event one food truck on site and we provided the "extras" – approximately 25 attendees

4. January 19th – Vendor Village and Health Fair cancelled

- ☑ Event was postponed due to cold weather and rain.

5. January 7th, 14th, 21st, + 28th – Curiosity U

- ☑ Each day had between 10 to 15 people in attendance.

6. January 24th – Live Music Poolside – Rescheduled to 3/28/25

- ☑ Poor weather conditions resulted in postponement until March 28th.

7. January 29th – Movie on the Lawn – Kung Fu Panda 2

- ☑ Movie On the Event Lawn and celebrated the Year of the Dragon – a Chinese New Year. 40 attendees. Raffle off a prize for food truck purchases.

January, 2025

Lifestyle Profit & Loss



JOE GERENA
 Lifestyle Director - Trout Creek CDD
 100 Kayak Way | St. Augustine, FL | 32092
 Direct: 904.342.3739

DEMETRIC ARNOLD
 Lifestyle Coordinator - Trout Creek CDD
 100 Kayak Way | St. Augustine, FL | 32092

EVENT REVENUE/ COST

Coffee and Conervation - 01/08	Revenue	Cost
Oasis Sponsorship	\$150.00	\$0.00
Sam's Club	\$0.00	\$140.16
Costco	\$0.00	\$130.47
Publix	\$0.00	\$10.37
Total	\$150.00	\$281.00

Curiosity U - 01/07, 01/14, 01/21, 01/28	Revenue	Cost
Publix	\$0.00	\$131.92
Subscription	\$0.00	\$100.00
Total	\$0.00	\$231.92

Chinese New Year Movie Night	Revenue	Cost
Progressive Entertainment - Movie Vendor	\$0.00	\$440.00
Amazon - Raffle Gift/ DVD	\$0.00	\$32.13
Total	\$0.00	\$472.13

Events Summary	Actual
Total income	\$150.00
Total expense	\$1,383.28
Total Profit	-\$1,233.28

Polar Plunge	Revenue	Cost
Sam's - Hot Cocoa	\$0.00	\$120.04
Total	\$0.00	\$120.04

Sips Ahoy - Prize	\$0.00	\$15.00
Walmart	\$0.00	\$113.19
Total	\$0.00	\$128.19

Health Fair	Revenue	Cost
1st Pl. Running - Raffle Gift	\$0.00	\$150.00
Total	\$0.00	\$150.00

VENDOR REVENUE - 10% OF ALL SALES

Vendor	Payment Method	Income
Zumba - Songhwanara	Check	\$47.00
Full for Life	Square	\$6.50
Sips Ahoy	Square	\$34.20
Peacock Fitness	Square	\$916.00
904 Tennis	Check	\$690.00
Vendor Village	Check	\$190.00
Total		\$1,883.70

(1)



Repaired Handrails Throughout Amenities.

Created: Mon, 2/3/2025

Before

(2)



Repaired Handrails Throughout Amenities.

Created: Mon, 2/3/2025

After

(3)



Repaired Broken Deck Beam.

Created: Mon, 2/3/2025

Before

(4)



Repaired Broken Deck Beam.

Created: Mon, 2/3/2025

After

(5)



Painted Garage Doors At Maintenance And LifeStyles Storage.

Created: Mon, 2/3/2025

Before

(6)



Painted Garage Doors At Maintenance And Lifestyles Storage.

Created: Mon, 2/3/2025

After

(7)



Replaced Worn No Golf Cart Signage.

Created: Mon, 2/3/2025

Before

(8)



Replace Worn No Golf Cart Signage.

Created: Mon, 2/3/2025

After



(9)



Stained Faded Play Equipment.

Created: Mon, 2/3/2025

Before

(10)



Stained Faded Play Equipment.

Created: Mon, 2/3/2025

After

(11)



Replaced Broken Fountain Regulator At Dog Park.

Created: Mon, 2/3/2025

Before

(12)



Replaced Broken Fountain Regulator At Dog Park.

Created: Mon, 2/3/2025

After

(13)



Removed Broken Swings From Pond Overlook At Windley Dr. Due To Vandalism.

Created: Mon, 2/3/2025

1 of 2

(14)



Removed Broken Swings At Pond Overlook At Windley Dr. Due To Vandalism.

Created: Mon, 2/3/2025

2 of 2

(15)



Repaired Sunken Pavers At Pool Deck.

Created: Mon, 2/3/2025

Before

(16)



Repaired Sunken Pavers At Pool Deck.

Created: Mon, 2/3/2025

After

(17)



Clean And Label All Pool Equipment.

Created: Mon, 2/3/2025

Before

(18)



Clean And Label All Pool Equipment.

Created: Mon, 2/3/2025

After

(19)



Relocated Obstructed Crosswalk Sign.

Created: Mon, 2/3/2025

Before

(20)



Relocated Obstructed Cross Walk Sign.

Created: Mon, 2/3/2025

After

(21)



Removed Broken Overhanging Tree Branch On Trail At Outpost.

Created: Mon, 2/3/2025

Before

(22)



Removed Broken Overhanging Tree On Trail At Outpost.

Created: Mon, 2/3/2025

After

(23)



Natural Gas Meter Serviced By Teco Gas Due To Corrosion.

Created: Mon, 2/3/2025

1 of 1

(24)



Repaired Motion Sensor In Family Bathroom At Fitness Lodge.

Created: Mon, 2/3/2025

1 of 1

(25)



Adkins Electric Replaced Breaker For Light Timer At Pool Entrance.

Created: Mon, 2/3/2025

1 of 1

Completed by Johnnie verdell



Tab 5

Trout Creek YTD Revenues & Expenditures Thru 12/31/2024

SUMMARY

Presented by Supervisor Ronnie Murphy

	<u>Annual Budget</u>	<u>YTD Budget Thru 12/31/24</u>	<u>YTD Actual Thru 12/31/24</u>	<u>Better/(Worse)Variance</u>
Total Revenues - O & M	3,894,262	3,668,785	3,711,750	42,965
Total Revenues - Capital Reserve	<u>307,326</u>	<u>296,826</u>	<u>299,926</u>	<u>3,100</u>
Total General Fund Revenues	4,201,588	3,965,611	4,011,676	46,065
Total Expenditures O & M	3,894,262	1,042,332	961,145	81,187
Total Expenditures - Capital Reserve	<u>307,326</u>	<u>109,581</u>	<u>98,303</u>	<u>11,278</u>
Total General Fund Expenditures	4,201,588	1,151,913	1,059,448	92,465
Total O & M Excess of Revenues Over(Under) Expenditures	0	2,626,453	2,750,605	124,152
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>187,245</u>	<u>201,623</u>	<u>14,378</u>
Total Excess of Revenues Over(Under) Expenditures	0	2,813,698	2,952,228	138,530

Explanations of Variances

O & M Expenses - Under by \$81,187

Landscaping - Budgeted for pond mowing which is not happening, and some annual increases expected have not happened yet	26,288
Amenity Staff - Not fully staffed, some positions took time to be replaced and others not filled yet	58,464
Landscaping Replacement higher than anticipated mostly due to hurricane cleanup	(3,565)
Total of Major Variance Explantions	81,187

Trout Creek YTD Revenues & Expenditures Thru 12/31/2024

Chart of Accounts Classification	Annual Budget	YTD Budget Thru 12/31/24	YTD Actual Thru 12/31/24	Better/(Worse) Variance	Variance Explanation
O&M					
Revenues					
Interest Earnings					
Interest Earnings	0	0	1220	1,220	
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	7,500	6,282	(1,218)	
Cafe Revenue	24,970	6,242	1,406	(4,836)	Timing
Facilities Rentals	35,000	8,751	7,499	(1,252)	
HOA Reimbursement	45,000	45,000	53,485	8,485	
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	5,000	11,944	6,944	Large Sponsorship Revenue
Tennis Center Revenue Share Agreement	24,000	6,000	0	(6,000)	This is not happening as planned
Total Revenues	3,894,262	3,668,785	3,711,750	42,965	
Expenditures					
District Expenses:					
Board of Supervisor Fees	14,000	3,500	3,800	(300)	
District Management	61,404	19,826	19,826	0	
Other District Financial & Accting	38,725	18,671	19,009	(338)	
District Counsel	65,000	16,250	18,553	(2,303)	Timing of work done
District Engineer	30,000	7,500	5,345	2,155	Timing of work done
Law Enforcement - Security	35,000	8,750	9,964	(1,214)	
Total District Expenses:	244,129	74,497	76,497	(2,000)	
Staffing Related Expenses:					
Employee - Amenity Staff	860,400	215,100	156,636	58,464	Not fully staffed up yet, some staff have left and it took time to be replaced, raises done on anniversaries
Amenity Management Service Contracts	21,648	5,412	5,412	0	
Total Staffing Related Expenses	882,048	220,512	162,048	58,464	
Utilities:					
Electric Utility - Recreation Facilities	70,000	17,500	13,503	3,997	
Electric Utility - Street Lights	60,000	15,000	14,905	95	
Electric Utility Services	11,000	2,750	2,974	(224)	
Gas Utility Services	2,000	500	365	135	
Water-Sewer Utility - Reclaimed	485,000	81,064	93,243	(12,179)	Higher amount of watering days in Oct & Nov , have cut it back
Water-Sewer - Recreation Facilities	18,375	2,441	4,090	(1,649)	
Garbage/Solid Waste Control Services	8,500	2,125	3,551	(1,426)	3 months of actuals instead of 2, New fuel/environmental recovery fee not budgeted for (240/mo)
Total Utilities	654,875	121,380	132,631	(11,251)	
Landscaping & Irrigation:					
Landscape & Irrigation Maintenance	1,070,000	242,849	216,561	26,288	Pond mowing not approved (\$9,000), Ph 1 bid came in lower than anticipated(15,000), raises not happen yet
Landscape Replacement Plants, Shrubs, Tr	40,000	40,000	46,576	(6,576)	Hurricane Milton Cleanup (\$5,500)
Common Area Pinestraw Mulch	125,000	94,040	90,600	3,440	
Irrigation Repair	35,000	8,750	4,353	4,397	Timing
Total Landscaping & Irrigation	1,270,000	385,639	358,090	27,549	

Trout Creek YTD Revenues & Expenditures Thru 12/31/2024

Chart of Accounts Classification	Annual Budget	YTD Budget Thru 12/31/24	YTD Actual Thru 12/31/24	Better/(Worse) Variance	Variance Explanation
Amenity Related Expenses:					
Amenity Janitorial Services	20,000	5,000	8,400	(3,400)	Needed extra services from Janitor Service while porter was being replaced
Amenity Maintenance & Repairs	65,000	16,250	12,237	4,013	
Amenity Operating Supplies	25,000	6,250	7,562	(1,312)	Stock up on supplies at beginning of fiscal year
Pool Chemicals & Service Contract	103,400	68,600	69,135	(535)	
Lifeguard/Pool Monitors	175,000	3,103	3,103	0	
Fitness Equipment Lease & M&R	40,298	10,075	9,995	80	
Tennis Court Programs & Maint & Supplies	31,500	7,875	0	7,875	Tennis Program is not happening as planned (\$6000), no tennis maint & supplies yet
Access Control & Security Monitoring M&R	11,000	2,750	1,000	1,750	
Licenses, Fees & Permits	11,462	2,865	3,928	(1,063)	Timing
Pest Control/Termite Bond & Wildlife Mgmt	5,500	1,375	818	557	
Telephone, Internet, Cable	12,000	3,000	3,699	(699)	
Other	4,000	1,000	475	525	
Total Amenity Related Expenses	504,160	128,143	120,352	7,791	
Lifestyle Expenses:					
Shuttle Service	15,000	3,000	4,950	(1,950)	Timing of an additional shuttle
Special Events	66,550	30,550	31,729	(1,179)	
Cafe Materials	15,000	3,750	1,202	2,548	
Total Lifestyle Expenses:	96,550	37,300	37,881	(581)	
Other Shearwater Expenses:					
Aquatic Maintenance	49,000	12,250	12,017	233	
Stormwater Assessments	4,000	1,000	0	1,000	
Road & Street Facilities	5,000	1,250	0	1,250	
Entry & Walls Maintenance & Repair	4,500	1,125	0	1,125	
General Liability & Property Insurance	95,000	34,236	32,590	1,646	
Holiday Decorations	15,000	7,500	527	6,973	
Total Other Shearwater Expenses	172,500	57,361	45,134	12,227	
Misc./Contingency Expenses:					
Miscellaneous Expense	20,000	5,000	17,119	(12,119)	ECS testing of Goodhope Ct (3,000) ,Removal of trees at Outpost playground (4,420), French Drain on Appian Way (\$4,771)
Capital Improvements/Contingency	50,000	12,500	11,393	1,107	Painting of Fitness Center (\$4,305) Reserve Study deposit(\$4,150), Hardware & subscription for Fitness Equip (\$2,938)
Total Misc./Contingency Expenses	70,000	17,500	28,512	(11,012)	
Total Expenditures	3,894,262	1,042,332	961,145	81,187	
Total Excess of Revenues (Over/(Under) Expen-	0	2,626,453	2,750,605	124,152	
Total Other Financing Sources(Uses)					
Interfund Transfer					
Total Other Financing Sources(Uses)	0	0	0	0	
Fund Balance, Beginning of Period	0	0	331,722	331,722	
Total Fund Balance, End of Period	0	2,626,453	3,082,327	455,874	
Capital Reserve					

Trout Creek YTD Revenues & Expenditures Thru 12/31/2024

Chart of Accounts Classification	Annual Budget	YTD Budget Thru 12/31/24	YTD Actual Thru 12/31/24	Better/(Worse) Variance	Variance Explanation
Revenues	Annual Budget	Annual Budget	YTD Actual Thru 03/31/24	Variance	
Interest Earnings					
Interest Earnings	14,000	3,500	6,600	3,100	
Special Assessments					
Off Roll	40,699	40,699	40,699	0	
Tax Roll	252,627	252,627	252,627	0	
Total Revenues	307,326	296,826	299,926	3,100	
Expenditures					
Contingency					
Capital Outlay	307,326	109,581	98,303	11,278	
Total Contingency	307,326	109,581	98,303	11,278	
Total Expenditures	307,326	109,581	98,303	11,278	
Total Excess of Revenues Over(Under) Expenditures	0	187,245	201,623	14,378	
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	682,873	
Total Fund Balance, End of Period	0	187,245	884,496	697,251	

Trout Creek YTD Lifestyle Revenues & Expenditures Thru 12/31/2024

Chart of Accounts Classification	Annual Budget	YTD Budget Thru 12/31/24	YTD Actual Thru 12/31/24	Better/(Worse) Variance
Other Misc. Revenues				
Activity Fees	30,000	7,500	6,282	(1,218)
Cafe Revenue	24,970	6,242	1,406	(4,836)
Facilities Rentals	35,000	8,751	7,499	(1,252)
Special Events Revenue	20,000	5,000	11,944	6,944
Total Revenues	109,970	27,493	27,131	(362)
Expenditures				
Lifestyle Expenses:				
Shuttle Service	15,000	3,000	4,950	(1,950)
Special Events	66,550	30,550	31,729	(1,179)
Cafe Materials	15,000	3,750	1,202	2,548
Total Lifestyle Expenses:	96,550	37,300	37,881	(581)
Net Lifestyle Revenue/(Expense)	13,420	(9,807)	(10,750)	(943)

Tab 6



MBS CAPITAL MARKETS, LLC

Trout Creek Community Development District

Refunding Comparison

February 4, 2025

District's Series 2015 Bonds Overview

Outstanding Series 2015 Bonds Overview

Overview:

- On February 26, 2015, the District issued its \$21,215,000 Capital Improvement Revenue Bonds, Series 2015 Bonds
- The Series 2015 Bonds are currently outstanding in the par amount of \$17.165 million and are due on May 1, 2045 with an average interest rate of 5.60%
- The District's Series 2015 Bonds are callable on May 1, 2025 and eligible for a tax-exempt current refunding on January 31, 2025, 90 days in advance of the May 1, 2025 call date

Current Status:

Series	Par Outstanding	Average Coupon	Par Call Date	Maturity
Series 2015 Bonds	\$17,165,000	5.60%	May 1, 2025 @ 100%	May 1, 2045

Estimated Refunding Results

	Refund 2015 Bonds, Excess Revenues Utilized	Refund 2015 Bonds, Excess Revenues Not Utilized	Refund 2015 Bonds & New Money, Excess Revenues Not Utilized
Est. Refunded Par	\$17,165,000		
Current Average Coupon	5.60%		
Par Call Date	Callable May 1, 2025 @ 100%		
Current Maximum Annual DS ^{(1) & (8)}	\$1,390,869		
Est. Dated/Delivery Date	April 2025	April 2025	April 2025
Est. Refunding Par ^{(5) & (6)}	\$15,444,000	\$15,926,000	\$16,446,000
Est. Average Coupon ⁽⁷⁾	4.50%	4.50%	4.50%
Final Maturity ⁽⁴⁾	May 1, 2045	May 1, 2045	May 1, 2045
Est. NPV Savings⁽²⁾	\$1,206,965	\$1,200,089	\$1,191,984
Est. NPV Savings %⁽²⁾	7.03%	6.99%	6.94%
Est. Max Annual Debt Service ⁽¹⁾	\$1,171,493	\$1,208,045	\$1,247,445
Number of Units Assessed ⁽⁸⁾	1,371	1,371	1,371
Est. Max Annual Debt Service Reduction \$^{(1) & (3)}	\$219,376	\$182,824	\$143,424
Est. Maximum Annual Debt Service Reduction %⁽¹⁾	15.8%	13.1%	10.3%
General Fund Balance⁽⁹⁾	\$-	\$464,097	\$464,097
Project Funds (bond proceeds)⁽¹⁰⁾	\$-	\$-	\$500,000

1. The net annual debt service excludes 4% discount for early payment and the 2% collection fees charged by the St. John County Tax Collector and Appraiser
2. These figures are net of all costs and transfers from the existing trust estate
3. The reduction of annual debt service is calculated based upon comparing the debt service of the Series 2015 Bonds and the debt service on the proposed series of refunding bonds
4. The maturity date on the proposed series of refunding bonds is consistent with the maturity date on the Series 2015 Bonds
5. The principal amount of the refunding bonds is estimated to reduce comparative to the Series 2015 Bonds. However, to the extent there is an increase in principal there would be a necessity to undertake the Chapter 170 assessment process which includes the notification and holding of a public hearing
6. The underwriter's discount or placement agent fee is the greater of \$50,000 and 1.5% of the proposed refunding par. This fee is contingent upon the closing of the refinancing transaction. The estimated costs of issuance of the refinancing are consistent with other similarly recently closed CDD refinancing transactions. Such costs are to be negotiated between the District and the various financing team members.
7. Estimated based on current market conditions
8. Reflects the number of lots subject to the Series 2015 Bonds which excludes the fifty-five (55) lots that have prepaid the principal amount of the Series 2015 Bonds allocable to such lots
9. Excess Revenues as of 11/2/2024: \$464,097
10. Funded with bond proceeds

**Refund 2015 Bonds,
Excess Revenues Utilized**

Product Type	# Units	Series 2015 Par Amount Per Unit	Series 2015 Gross Assessment Per Unit*	Series 2025 Par Amount Per Unit	Series 2025 Gross Assessment Per Unit*	Gross Reduction Per Unit	Overall % Reduction
Townhome	241	\$10,205	\$880	\$9,703	\$741	\$139	16%
Single-Family 40'	281	\$11,365	\$980	\$10,806	\$826	\$155	16%
Single-Family 50'	395	\$12,526	\$1,080	\$11,909	\$910	\$170	16%
Single-Family 60'	226	\$13,686	\$1,181	\$13,013	\$994	\$186	16%
Single-Family 70'	163	\$14,846	\$1,281	\$14,116	\$1,079	\$202	16%
Single-Family 80'	65	\$16,007	\$1,381	\$15,219	\$1,163	\$218	16%
Total	1,371	\$17,165,000	\$1,479,647	\$15,444,000	\$1,246,269	\$233,378	16%

**Refund 2015 Bonds,
Excess Revenues Not Utilized**

Product Type	# Units	Series 2015 Par Amount Per Unit	Series 2015 Gross Assessment Per Unit*	Series 2025 Par Amount Per Unit	Series 2025 Gross Assessment Per Unit*	Gross Reduction Per Unit	Overall % Reduction
Townhome	241	\$10,205	\$880	\$9,703	\$765	\$116	13%
Single-Family 40'	281	\$11,365	\$980	\$10,806	\$851	\$129	13%
Single-Family 50'	395	\$12,526	\$1,080	\$11,909	\$938	\$142	13%
Single-Family 60'	226	\$13,686	\$1,181	\$13,013	\$1,025	\$155	13%
Single-Family 70'	163	\$14,846	\$1,281	\$14,116	\$1,112	\$168	13%
Single-Family 80'	65	\$16,007	\$1,381	\$15,219	\$1,199	\$181	13%
Total	1,371	\$17,165,000	\$1,479,647	\$15,926,000	\$1,285,154	\$194,493	13%

**Refund 2015 Bonds & New Money,
Excess Revenues Not Utilized**

Product Type	# Units	Series 2015 Par Amount Per Unit	Series 2015 Gross Assessment Per Unit*	Series 2025 Par Amount Per Unit	Series 2025 Gross Assessment Per Unit*	Gross Reduction Per Unit	Overall % Reduction
Townhome	241	\$10,205	\$880	\$9,703	\$789	\$91	10%
Single-Family 40'	281	\$11,365	\$980	\$10,806	\$879	\$101	10%
Single-Family 50'	395	\$12,526	\$1,080	\$11,909	\$969	\$111	10%
Single-Family 60'	226	\$13,686	\$1,181	\$13,013	\$1,059	\$122	10%
Single-Family 70'	163	\$14,846	\$1,281	\$14,116	\$1,149	\$132	10%
Single-Family 80'	65	\$16,007	\$1,381	\$15,219	\$1,238	\$143	10%
Total	1,371	\$17,165,000	\$1,479,647	\$16,446,000	\$1,327,069	\$152,578	10%

* The gross annual debt service includes 4% discount for early payment and 2% collection fees charged by the St. John County Tax Collector and Appraiser



Refunding Timeline

- As the District looks to execute the refunding of the Series 2015 Bonds, MBS pledges to provide our expertise in each of the stages set forth below to generate the best economic result in conjunction with the District’s stated goals
 - *Conduct an in-depth credit analysis of the District’s Series 2015 Bonds*
 - *Develop a credit and structuring strategy for the refunding bonds*
 - **Private Placement:** *Solicit term sheets/commitment letters from, and negotiate with banks*
 - **Public Offering:** *Utilize rating and credit enhancements and ultimately conduct a marketing period that culminates into an order period to determine the most advantageous pricing available to the District*



Summary of Benefits and Considerations

	Refund 2015 Bonds, Excess Revenues Utilized	Refund 2015 Bonds, Excess Revenues Not Utilized	Refund 2015 Bonds & New Money, Excess Revenues Not Utilized
Applies Excess Revenues as of 11/2/2024 (\$464,097) to create additional refunding efficiencies	✓		
Retain Excess Revenues as of 11/2/2024 (\$464,097) to be used by District for any authorized purpose (i.e. future capital projects)		✓ (est. \$464,097)	✓ (est. \$464,097)
Utilize bond proceeds to fund capital projects			✓ (est. \$500,000)
Requires Engineer's Report detailing the District's capital projects			✓
Realize annual debt service reduction	✓ (est. \$219,376)	✓ (est. \$182,824)	✓ (est. \$143,424)
Principal amount of the refunding bonds estimated to reduce comparative to the Series 2015 Bonds	✓ (est. \$15,444,000)	✓ (est. \$15,926,000)	✓ (est. \$16,446,000)
Close in April 2025 (prior to May 1, 2025 call date)*	✓	✓	✓*

* Closing of April 2025 for the New Money case requires timely identification and preparation of District's Engineer Report.

Disclosures Regarding Underwriter's Role – MSRB Rule G-17

Disclosures Concerning the Underwriter's Role

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

Disclosure Concerning the Underwriter's Compensation

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

Disclosures Regarding Underwriter's Role – MSRB Rule G-17

Conflict of Interest

- The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.
 - **Payments to or from Third Parties.** There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.
 - **Profit-Sharing with Investors.** There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.
 - **Credit Default Swaps.** There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.
 - **Retail Order Periods.** For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.
 - **Dealer Payments to District Personnel.** Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

Disclosures Concerning Complex Municipal Securities Financing

- Since the Underwriter has not recommended a "complex municipal securities financing" to the District, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.
- In accordance with the requirements of MSRB Rule G-17, if the Underwriter recommends, or if the Bonds are ultimately structured in a manner considered a "complex municipal securities financing" to the District, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and are reasonably foreseeable at that time.

Tab 7



Hans C. Wahl, Partner
*Florida Bar Board Certified in
Condominium and Planned Development Law
Community Association Law Practice Group Leader
Admitted in Florida and Georgia
hwahl@cobbgonzalez.com*

January 28, 2025

VIA EMAIL (jimbtroutcreekcdd@gmail.com)

Jim Breslin
Trout Creek Community Development District

Re: Representation by Cobb & Gonzalez, P.A.

Dear Jim Breslin:

Please find enclosed a Representation Agreement for your review and execution. The purpose of this Agreement is to confirm our engagement as counsel and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. If the Representation Agreement meets with your approval, please execute it and return a signed copy to this office.

We look forward to serving your legal needs and establishing a mutually satisfactory relationship. Please do not hesitate to contact me should you have any questions or concerns.

Very truly yours,

A handwritten signature in blue ink that reads 'H C Wahl'.

Hans C. Wahl

HCWakc
Enclosures

cc: File



REPRESENTATION AGREEMENT

PERSONAL AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

RE: TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

We appreciate your decision to retain Cobb & Gonzalez, P.A. (“Firm”) as your legal counsel. You have agreed to engage the Firm and this document will outline the terms and conditions of the representation.

Confidentiality and Related Matters

As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and a lawyer. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Nature of Representation

This Agreement confirms our agreement to represent you in the following matters:

- General business transaction, litigation, and legal affairs for the above-named client.

We understand that our representation may not be limited to any particular matter, rather, potentially encompassing many matters similar in scope. Therefore, this Agreement will serve as a **multiple matter agreement** for ease and convenience of the parties. Any changes in the scope of our representation as described in this Agreement must be approved in writing. We will expect you to provide us with the factual information and materials we require to perform the services identified, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for general business, investment, accounting or tax decisions. Cobb & Gonzalez, P.A. is not engaged to provide tax advice concerning this matter, including the tax consequences of various outcomes, or settlement proposals. We encourage you to obtain separate tax counsel to consider potential tax issues.

We cannot and will not guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Fees and Costs

Legal Fees. When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. Our internal hourly rates change periodically to account for increases in our cost of delivering legal services, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied at the end of our calendar year but will only apply to new matters. You agree to fee and cost rate increases from year-to-year without notice at the beginning of each calendar year.

We record and bill our time in one-tenth hour increments. Our fees for legal services are based on the time spent working on a particular matter, unless a flat fee arrangement is made. The firm's current billing rates and internal cost schedule is attached as an exhibit to this Agreement and by this reference incorporated herein. Payment of our fees and costs is not contingent on the ultimate outcome of our representation. You have been provided a copy of this engagement agreement and your payment of any amount of our invoices is express consent to being governed by the terms and conditions of this engagement agreement, regardless of whether it is signed by you or not.

At this time, the firm cannot accurately predict or guarantee how much your representation will ultimately cost. Any fee estimates provided are purely a courtesy and non-binding in nature, subject to change from time to time.

In certain legal proceedings, the court has the discretion to assess the payment of legal fees against any party for a variety of reasons, including, for example, one party's greater ability to pay, the other party's need, and the good or bad faith of either party in the proceeding. There is no guarantee that all or any part of your fees and expenses will be paid by your adverse party. Consequently, you remain primarily liable for payment of all fees and expenses incurred. If the firm is providing a discounted rate and the Court orders the opposing party to pay any amount of attorneys' fees, the firm may seek recovery of its standard rate or such amount as is determined by the Court as reasonable attorney fees. You agree that any amounts recovered in excess of the contracted rate as ordered by the Court shall be retained by the firm as attorney fees.

Disbursements. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and



allocated overhead expenses) for certain support activities. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, service of process, court reporters fees, exhibits, registration fees charged by governmental bodies, investigation expenses, expert witness fees and other reasonable and necessary charges incurred in the representation. Our internal charges typically include, but are not limited to, such items as toll calls, facsimile transmissions, messenger/courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use. At the commencement of the representation, we will assess a onetime Electronic Document Management fee for each matter as stated on the respective rate sheet. This fee is necessary to cover expenses associated with electronic data collection and storage during the pendency of your matter(s). You authorize the firm to front any and all necessary expenses needed to further your interests in the context of this representation, as determined by using the best judgment of the firm. We will make every effort to keep these costs at an absolute minimum consistent with the requirements of the case. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal “work product” protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

Billing. We bill periodically (monthly) throughout the engagement for a particular matter, and our periodic statements are due when rendered. Invoices will be sent to you via electronic means unless you request otherwise. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged. Payment of our monthly invoice is due within **ten (10)** days of receipt. You will be able to pay your bill via e-check, credit card, or Law Pay. In the event Cobb & Gonzalez is in possession of any funds (retainers, deposits or otherwise) held in trust for any matter in which the firm has represented you in, including but not limited to the matter described in this agreement, you agree that any outstanding invoicing issued to you, whether from this matter or otherwise, may be deducted from those funds held in trust prior to remitting the balance to you.

If a statement has not been paid within 30 days from its date, the firm may impose an interest charge of 1.5 percent per month (an 18 percent annual percentage rate) from the 20th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest



outstanding statement. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

It is the firm's policy that if an invoice remains unpaid for more than 60 days, absent extraordinary circumstances and subject to legal ethics constraints, Cobb & Gonzalez's representation may cease, and you hereby authorize us to withdraw from all representation. Any unapplied trust funds will be applied to outstanding balances. Generally, the firm will not recommence its representation or accept new work from you until your account is brought current and a new retainer deposit for fees and costs, in an amount that the firm determines, is paid to it.

If collection activities are necessary, Cobb & Gonzalez is entitled to recover all reasonable attorney's fees, expert fees, paralegal fees, research costs, printing costs, travel costs, and all other taxable and non-taxable costs incurred in such dispute prior to, during, and after alternative dispute resolution, litigation, including appeals, bankruptcy, pre-judgment collection and post-judgment collection. The prevailing party is entitled to all such fees and costs incurred during post-judgment collection. In addition, Cobb & Gonzalez shall have all general, possessory, or retaining liens, and all special or charging liens, recognized by law. Any actions premised upon this agreement shall be governed by the laws of the State of Florida, with venue and jurisdiction exclusively vested in the state court of Duval County, Florida. In the event of a payment default, the firm reserves the right to reverse any previously written off fees or costs that were provided as a client courtesy in the course of the engagement. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS REPRESENTATION.

We invite you to freely discuss with us any questions that you have concerning a fee charged for any matter. We request that all billing inquiries be submitted in written format. If at any time you are dissatisfied with the services rendered by the firm, or have any questions concerning any services rendered, disbursements incurred, or invoices generally, it is your responsibility to promptly notify the firm's accounting department or the attorney primarily responsible for the handling of your matter to discuss same. In the event the firm does not hear from you in a timely manner (e.g., within a few days of receiving an invoice), it will be assumed that the services rendered, and disbursements incurred are deemed by you to be acceptable, reasonable and necessary toward your representation.

Retainer

We will require a retainer for attorneys' fees and advances in the amount of **\$0**. Payment of this amount is a prerequisite to the commencement of our representation. This retainer is is not a minimum non-refundable amount. Any part of the retainer provided that remains unearned at such



time as the firm's representation terminates will be refunded to you. You agree that the firm, in its exclusive and absolute discretion, reserves the right to require an additional retainer or other means of financial security at a later point in time if it deems appropriate.

In the event that payment of your monthly invoice is not received on the due date and a written inquiry regarding your invoice has not been received by the firm, you expressly agree that all or part of the retainer may be applied toward payment of your invoice. Should this become necessary, you will need to provide our office with sufficient funds to replenish the retainer and bring its balance back to its original balance so that there will always be sufficient funds on retainer to cover services rendered and disbursements incurred on a going forward basis. Without a fully secured retainer at all times, the firm reserves the right to cease services and terminate the engagement.

To the extent you have entered into a flat fee arrangement with the Firm, should the Firm's representation cease prior to completion of the flat fee task, you agree that the Firm's standard rate will be applied against the flat fee for all work completed up to the date of termination. You further agree that this amount is the reasonable value of the services provide to you relating to the flat fee task and is directly beneficial to you.

Any amount of the retainer remaining after crediting the same toward the final bill must be promptly reimbursed to you. Overpayments or excess retainers will be held in trust by the firm. When you return this Agreement to us with your acceptance, please enclose your retainer if you have not already submitted it.

Document Retention

You should retain all documents, both paper and those stored electronically, which relate or which may potentially relate to this matter. Electronically stored documents include all those maintained on a computer, including all e-mails, and in most instances may include voicemails and text messages. You should suspend any document destruction procedures that could possibly affect documents relating to this matter. You must not discard or overwrite computer backup storage so as to avoid the potential loss of documents in electronic form relating to this matter. Upon request, you agree to provide all potentially relevant documents to us, including in response to any legitimate requests by the opposing party under the applicable rules of discovery.

You are advised that the destruction of relevant evidence, whether intentionally or not, could lead to liability for spoliation of evidence, the court's presumption of adverse evidence in the destroyed documents, and imposition of severe sanctions by the court, up to and including the loss of your case, if applicable.

During the course of your matter, you may be required to provide official and/or original documents to us. Unless we need these documents for evidence or during the case discovery process,



we will make copies of these records and return these original documents to you. If we must retain the original documents, we will make arrangements for the return of the records you provided at the earliest possible date. We will retain our file of your matter for a period of six years, upon which time it may be destroyed in accordance with our document retention policies. During the retention period you may request copies of documents in your file at your expense.

PERSONAL GUARANTY - In the event an individual is a requested signatory to this Agreement, but is not a represented party in the engagement, that signing individual fully guarantees and holds himself or herself personally responsible for the payment at maturity of all invoices for professional legal services provided by Cobb & Gonzalez, P.A. to the party/parties represented by the firm. This is intended to be, and shall be construed to be, an unlimited continuing guaranty applying to all invoices on the account. The terms of this guaranty are otherwise subject to this Agreement.

This agreement supersedes any and all prior oral or written agreements and understandings between and among you and Cobb & Gonzalez. This agreement contains all of the terms of our engagement.

If you find that arrangements outlined above are satisfactory, please sign below, retain a copy for your records and return a signed copy to us. Signature of this agreement is not an express condition precedent to the Firm performing work for you. If the Firm provides legal services to you, you expressly agree, even in the absence of signing below, to all of the terms and conditions stated herein. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship. If you have any questions about the contents of this Agreement or any other matter, please contact the firm.

Accepted and agreed to this date: _____.

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Client signature: _____

Print signors name: _____

Signors title: _____



2025 BILLING RATES - ASSOCIATION

Standard Assessment Collection Costs

Notice of Intent to Lien	Flat Rate \$180.00 + certified mail cost
Preparation of Assessment Lien	Flat Rate \$270.00 + recording cost
Notice of Intent to Foreclose	Flat Rate \$180.00 + certified mail cost
Tenant Receivership Letter	Flat Rate \$180.00 + certified mail cost
Satisfaction of Lien	Flat Rate \$180.00 + recording cost
Estoppel request for contested matter	Statutory Rate + certified mail cost
Standard Declaration Violation Letter	Flat Rate \$180.00 + certified mail cost
Uncontested Assessment Foreclosure	Flat Rate \$3,000 + Title search & court costs
Analyze and File Proof of Claim for Bankruptcy filing	Flat Rate \$450.00 + filing fee
Monthly Collection Report	No Charge

Hourly Rate Fees

	Rate per hour
CHRISTOPHER M. COBB	\$ 355.00
JAMES M. GONZALEZ	\$ 355.00
D. BRAD HUGHES	\$ 340.00
HANS C. WAHL	\$ 340.00
NICHOLAS J. ELDER	\$ 340.00
ADAM B. EDGECOMBE	\$ 340.00
AMANDA J. PODLUCKY	\$ 340.00
WILLIAM F. COBB	\$ 340.00
ARIEL R. SPIRES	\$ 325.00
RUBY JO "CATIE" SMITH	\$ 295.00
CATHERINE "KATIE" NORRIS	\$ 295.00
SUMMER LEE REED	\$ 275.00
BRITTANY MILLS	\$ 275.00
RACHEL KARDEN	\$ 245.00
LAW CLERK	\$ 175.00
PARALEGAL	\$ 180.00

MISCELLANEOUS COSTS

SCANNING		Complimentary
COPIES	\$.15 per page
COLOR COPIES	\$.25 per page
MEDIA CREATION (CD/DVD/Flash Drive, etc.)	\$	25.00 per item
COURIER SERVICE	\$	36.00 minimum
LEXIS(Research)	\$	100.00 for first ½ hour
PACER (Research)	\$	75.00 per ½ hour thereafter
OVERNIGHT SHIPPING	\$.25 per page
POSTAGE	\$	31.00 minimum
LONG DISTANCE CALLS	-	1st Class US Mail Rate (additional cost for Certified/Registered)
SERVICE OF PROCESS FLAT FEE	-	Complimentary
FILING FEES	\$	Flat Fee of 125.00
CREDIT CARD PROCESSING FEE	-	Actual cost plus 20% fee
STATUS REPORT PROCESSING FEE	-	As billed
INITIAL DOCUMENT MANAGEMENT & PROCESSING	-	Complimentary
ELECTRONIC DISCOVERY MANAGEMENT PLATFORM	\$	150.00 one time charge upon file open
OTHER ADVANCES	\$	As billed per outside vendor



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Excellence Is
The Foundation
We Stand On
To Reach Higher

About Us



Cobb & Gonzalez is a law firm comprised of forward thinking and technology inspired legal professionals committed to working with their clients to help achieve their business objectives. Inspired by a sense of service and a dedication to the interests of their clients, the professionals at Cobb & Gonzalez are trial-ready advocates; trained to creatively and efficiently counsel clients through the entire legal process. We handle each matter differently and develop individual case strategies to assist our clients in achieving their objectives.

Contact us to find out what solutions we can provide to your business.

Info@CobbGonzalez.com
(904) 822-8001 - Jacksonville
(407) 904-0830 - Orlando



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Construction Law

Beginning with early contract and planning through the completion of a project and post-project disputes, the attorneys at Cobb & Gonzalez have extensive experience in all phases of construction conducted throughout the southeast United States. Most construction projects are founded on a complex set of contracts and legal obligations. Our attorneys negotiate and draft the full range of construction, design and professional service contracts with the goal of employing an interactive and efficient approach designed to detect problems early and properly diagnose the solutions. From risk mitigation and insurance issues to payment clauses and project closeout, our attorneys are equally experienced in protecting our client's rights when construction disputes arise. The attorneys at Cobb & Gonzalez have been involved in a wide variety of complicated construction claims and are prepared to provide

Construction Law Services:

- Construction and Professional Licensing
- Construction Defect Claims
- Change Order and Additional Scope Disputes
- Construction Contract Payment Disputes
- Construction Contract Review and Drafting
- Construction Delay and Inefficiency Claims
- Construction Arbitration
- Federal Miller Act Claims
- Design Liability
- Construction Liens
- Payment and Performance Bond Claims



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Business Litigation

Every business has a mission. Our goal is to protect your mission. In doing so, the attorneys at Cobb & Gonzalez formulate individual litigation strategies to address the particular needs of each clients' specific situation. This custom approach allows our clients to express their concerns and assist in devising a path that meets their needs. Our attorneys understand the importance of creating cost-effective solutions. In doing so, we are prepared to work towards swift resolutions as well as advocate our clients' positions through trial. Our ultimate goal is two-fold: to create opportunities for our clients to prevail in a dispute; and provide our clients with the value that results from having efficient advocacy to address their mission.

Business Litigation Services:

- Fraud and Misrepresentation
- Civil Theft
- Breach of Fiduciary Duty
- Breach of Loyalty
- Equitable Accounting
- Corporate Dissolution
- Unfair and Deceptive Trade Practices
- Commercial Collections
- Breach of Contract
- Promissory Notes
- Security Agreements
- Shareholder Disputes
- Non-Compete Disputes



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Community Association Law

The **Community Association Group** attorneys have decades of experience throughout the entire spectrum of association legal issues presented to condominium and homeowners' associations. In addition, the practice group provides counseling to master associations, architectural review boards, fining committees, and other owner ad hoc committees. Utilizing a hands-on and active approach, our attorneys play an integral part in assisting the Board and management company in preparing for and conducting meetings, answering questions about the association documents and the pertinent law, enforcing the covenants and restrictions, and drafting and negotiating contracts for the provision of services. Truly a client-focused viewpoint, the attorneys at Cobb & Gonzalez craft innovative and creative solutions for association boards to achieve their community objectives.

Community Association Services:

- Assessment Collection and Lien
- Construction Defect Analysis
- Opinion Letters on Community Issues
- General Counsel Services
- Official Records Request Responses
- Leasing and Rental Restrictions
- ADA Service Animal Compliance
- Drafting and Amending Declarations, Bylaws, & Rules
- Covenant Enforcement and Fines
- Architectural Review Analysis
- Annual Meeting and Election Supervision
- Vendor Procurement, disputes, and contract review
- Administrative Arbitrations before the Division of Condominium
- Board Meeting Attendance
- Developer Turnover
- Lender Foreclosure Defense
- Registered Agent Services
- Architectural Review Analysis
- Vendor Procurement, disputes, and contract review
- Administrative Arbitrations before the Division of Condominium



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General Liability

Cobb & Gonzalez's General Liability Practice Group offers comprehensive representation to businesses and insurance carriers across a broad spectrum of general liability issues. Our adept team handles a wide range of general liability matters, including premises liability, negligent security, liquor liability/dram shop, foreign object/foodborne illness, automobile liability, and uninsured/underinsured motorist claims, along with coverage issues. Our attorneys are proficient in all phases of litigation, from pre-suit to trial and on appeal, and closely follow emerging legal trends and challenges affecting our clients. By building lasting relationships, we assure our clients that the specialized expertise of our General Liability practice group is always within reach.

General Liability Services:

- Automobile Liability
- Complex Litigation
- Construction Injury Litigation
- General Liability
- Liquor Liability
- Premises Liability
- Product Liability
- Rideshare Liability
- Sports & Recreation Liability
- Trucking & Transportation Liability



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Real Estate Litigation

Real estate is truly unique. As a result, each real estate case requires an individually tailored approach. When it becomes necessary to protect your land, the attorneys at Cobb & Gonzalez will create cost-effective and laser focus strategies to guard your biggest investment. You will have direct contact with your attorney every step of the way. This comprehensive approach leverages our deep knowledge in real estate complexities to ensure the picture is clear and the solution is achievable.

Real Estate Litigation Services:

- Purchase and Sale Disputes
- Lease Disputes
- Real Property Foreclosure Actions
- Failure to Disclose Claims
- Easement Disputes
- Boundary Disputes
- Survey Disputes
- Riparian Rights Claims
- Development Disputes
- Eminent Domain
- Quiet Title Actions



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Administrative Law & Licensing

Professional licensing is often the first step in our client's career path. Professionals often spend years obtaining the education and experience necessary to achieve this milestone. When our client's professional license is in jeopardy, their reputation and livelihood is likewise at peril. We defend contractors, electricians, engineers, architects, realtors and other design professional that are called before their respective governing boards. Our attorneys have a unique and comprehensive understanding of the administrative laws that govern professional boards in Florida. Our clients utilize the firm's specialized experience to protect their professional licenses and their businesses.

Administrative Services:

- Initial Licensure and Application Review
- Disciplinary Proceedings
- Additional Entity Qualification
- Declaratory Statements
- Opinions on Scope of Licensure
- Expert Witness Services on Licensure
- Unlicensed Activity Claims
- Rulemaking hearings including petitions, challenges and waivers
- Administrative Hearings including Appellate Review



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Corporate Formation

Beginning with the original corporate formation through day-to-day counseling, the attorneys at Cobb & Gonzalez keep their clients' business objectives at the forefront. Our corporate counselors understand that our clients' business success is often dependent on their ability to set clear objectives and plan carefully. We strive to understand your business in order to help you set out your business plan. Working closely with your trusted advisors, our attorneys interface with your accounting and other professional business advisors to provide the collaborative team approach to serving their businesses.

Corporate Formation and transactions services:

- Business Entity Formation
- Corporate Transactions
- Corporate Governance
- Outside General Counsel Services
- Board of Director Meetings and Elections
- Contract Review
- Consulting Agreements



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Mediation & ADR

Many times a legal dispute results in friction between two or more businesses or individuals. Having a thorough understanding of the risks associated with both sides of a dispute is critical in finding a way to bring the conflicting parties together to resolution. The mediators and arbitrators at Cobb & Gonzalez use an empathic, forward-thinking approach to addressing the parties concerns while dedicating their intellect and talents to the resolution. Through their vast trial and litigation experience, the mediators and arbitrators at Cobb & Gonzalez can see the field and identify all of the moves necessary to resolve issues and end disputes. Whether needed for single party, multi-party, complex, or technical construction, community association and business disputes, our alternative dispute resolution professionals are equipped with the innovation and experience to handle your dispute resolution needs.

Mediation & ADR Services:

- Tailored Dispute Resolution Strategies
- Constructive Environment for all Parties
- Equal Opportunity for all Parties
- Effective Communication & Collaboration
- Post-Resolution Support & Compliance
- Negotiation Process Guidance
- Dispute Resolution Guidance
- Enforcement of Awards
- Implementation of Settlement Agreements



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Professionals



Christopher M. Cobb
Managing Partner
CCobb@CobbGonzalez.com

Chris is a co-founder of Cobb & Gonzalez, P.A. and serves as the firm's managing partner. He is Board Certified in Construction Law and has extensive experience handling a variety of construction claims, community association issues, and business disputes. He specializes in handling complex construction defect and payment matters and community association matters, with a special emphasis in large construction defect and licensing cases.



James M. Gonzalez
Partner
JGonzalez@CobbGonzalez.com

James is a co-founder of Cobb & Gonzalez, P.A. and focuses his practice in construction and business litigation, business transactions, government contracts, and estate planning. He has represented architectural, engineering, and construction firms, as well as, general contractors, subcontractors, building material manufacturers, and suppliers in areas from corporate formation to contract disputes and defect claims.



Nicholas J. Elder
Partner
NElder@CobbGonzalez.com

Nick is Florida Bar Board Certified in Construction Law and has significant experience representing large developers, general contractors, design-builders, subcontractors, and owners in both state and federal courts. He assists his clients by providing crucial pre-litigation advice on potential dispute resolution, and employs calculated strategies once litigation becomes necessary.

Professionals



Hans C. Wahl

Partner

HWahl@CobbGonzalez.com

Hans's practice areas include full-service community association law, real estate development, and business and commercial litigation matters. He is licensed in both Florida and Georgia, and is Florida Bar Board Certified in Condominium and Planned Development Law. Hans represents community associations, property owners and developers throughout Florida, handling everything from complex legal issues to day-to-day operational needs.



D. Brad Hughes

Partner

BDHughes@CobbGonzalez.com

Brad practices business litigation, construction litigation, business torts, community association law, and appeals. Brad represents business, community associations and individuals in both simple and complex disputes. His experience includes prosecution and defense of construction defects, business shareholder and member disputes, business fraud, assessment disputes, developer rights and Johnson v. Davis Claims.



Adam B. Edgecombe

Partner

AEdgecombe@CobbGonzalez.com

Adam's practice is devoted to commercial and business litigation, with a focus on construction law, real estate law, and business law. Adam's clients include general contractors, subcontractors and material suppliers, property developers, property managers, landlords, homeowners, commercial real estate tenants, and numerous small businesses.

Professionals



Amanda J. Podlucky
Partner

APodlucky@CobbGonzalez.com

Amanda primarily focuses her practice on general liability, premises liability, and automobile negligence matters. Amanda defends businesses such as hotels and resorts, restaurants, bars, and nightclubs, and also represents national and local retailers, recreational facilities, multi-family housing properties, and third-party management and custodial companies.



Ruby Jo "Catie" Smith

Senior Attorney

CSmith@CobbGonzalez.com

Catie focuses her practice in the areas of construction law, business law, business transactions, and community associations. She has extensive courtroom experience, having tried dozens of jury and non-jury trials. Catie attended the University of Florida Levin College of Law, graduating Cum Laude and in the top 20% of her class.



Ariel R. Spires

Senior Attorney

ASpires@CobbGonzalez.com

Ariel practices in the areas of business litigation, community association law, construction law, and real estate litigation. Ms. Spires litigated insurance coverage issues in state and federal court for several years with a heavy emphasis on complex construction defect claims always involving a large number of parties. Ms. Spires has also litigated consumer protection claims involving the Telephone Consumer Protection Act, Florida

Professionals



Catherine "Katie" Norris
Associate Attorney

Catherine is a member of the General Liability practice group at Cobb & Gonzalez, with a focus on premises liability and automobile negligence matters. Catherine regularly represents matters on behalf of national and local businesses in the hospitality industry, such as hotels, restaurants, bars, and nightclubs. Additionally, she defends commercial and individual clients in automobile negligence matters involving personal injury and uninsured/underinsured motorist claims.



Brittany J. Mills
Associate Attorney
BMills@CobbGonzalez.com

Brittany is an experienced litigation attorney who focuses her practice in construction law and business litigation matters. She successfully resolved varying types of disputes in a wide array of practice areas ranging from probate, landlord/tenant, commercial, foreclosure, consumer, construction, and general litigation matters. Brittany also has prior experience in immigration law, including humanitarian, family-based, employer-based, and removal defense.



Summer L. Reed
Associate Attorney
SReed@CobbGonzalez.com

Summer focuses her practice on construction and business litigation, as well as complex business and community association issues in trial court and through the appellate process. She is licensed to handle cases in both Florida and Georgia. Prior to joining the firm, she worked in insurance defense and utilizes that knowledge to her advantage through her current practice. Outside of the office, Summer is active in the Jacksonville Bar Association.

Professionals



William F. Cobb
Of Counsel
WCobb@CobbGonzalez.com

William has over 44 years of business and real estate litigation experience. He primarily focuses his practice on construction, business, lending institution and real estate litigation. He has tried hundreds of non-jury cases and a dozen jury cases. William has extensive experience in mediation and arbitration, transactional matters involving wills, adoptions, estates, and more.



Contact Us

Cobb & Gonzalez, P.A.

Jacksonville Office:

4655 Salisbury Rd., Suite 200
Jacksonville, FL 32256
(904) 822-8001

Orlando Office:

111 N. Magnolia Ave Suite 1500
Orlando, FL 32801
(407) 904-0830

Info@CobbGonzalez.com
www.cobbgonzalez.com

Cobb & Gonzalez is conveniently located in Jacksonville and downtown Orlando, and serves the entire state of Florida.



COBB
GONZALEZ

Tab 8

Hi-Tech System Associates, Inc.	Optimus A/V	Florida Sound Engineering Company, Inc.	First Coast Entertainment, Inc.
\$29,468.57	\$17,040.00	\$24,580.49	\$48,887.25
50% deposit required but will work with us (\$14,734.28)	50% deposit required (\$8,520.00)	100% deposit required for all equipment (\$17,341.02)	75% deposit required (\$36,665.43)
Lifetime limited warranty for equipment and 1 year warranty for labor	1 Year warranty	3 Year warranty	5 Year warranty
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
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
Includes additional security features for Lifeguards for pool access when checking residents in			
Includes replacing existing Kantech system with Alarm.com to upload on cloud and mobile device for remote access & integration with speakers and lights for trespassers where an automated voice will announce they are trespassing and need to leave asap or authorities will be notified			



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

Pool 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 unforeseen 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

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12/11/2024

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- 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 Service 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

Accepted By: Shearwater
Name: Jessica Knutelsky

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

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 LS4T OUTDOOR LANDSCAPE SATELLITE SPEAKER <i>Replacement of outdoor speakers labor included</i>	\$360.00 reg \$420.00	x30	\$10,800.00 \$1,800.00 Discount
 Sonance LS12T SUB LS12T OUTDOOR LANDSCAPE SUBWOOFER	\$2,120.00 reg \$2,420.00	x2	\$4,240.00 \$600.00 Discount
 Labor Installation 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

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-DWL360	5.25" 360° Two-Way Landscape Loudspeaker, Green
8	QSC	AD-DWL180	5.25" 180° Two-Way Landscape Loudspeaker, Green
26	QSC	AD-DWLBASE	Direct Burial Base Support
1	FSEC	MISC	Miscellaneous Cable, Connectors and Hardware

*Existing 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.

This Proposal Accepted:
SHEARWATER SUBDIVISION

By: 
NC Neil Cooper Senior Project Manager

By: _____ Date: _____

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 to 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/>



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



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
snpav 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 Installation is based upon reusing the existing cabling backbone. 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) 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.

SUBTOTAL	48,211.95
TAX	675.30
TOTAL	\$48,887.25

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

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 9

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

Landscape Proposal

Job Name:	PH1 Shearwater PWKY Sod Replacement	Proposal #	10jx1080.102
Property Name:	Trout Creek CDD ph1	Date:	February 4, 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 replace all damaged St. Augustine grass locations along SWPKY front main entrance to amenity roundabout. Locations of severely damaged sod will be replaced only. PLI will work on greening up the existing sod that has a good canopy throughout the 2025 growing season. That said, you will see a mix of Zoysia and common Bermuda within the St. Augustine Grass locations.

Materials & Services	Quantity	Unit Price	Total
St. Augustine Grass	8,100	\$ 2.14	\$ 17,334.00
Dump Fees	5	\$ 749.00	\$ 3,745.00
TOTAL PRICE		\$	21,079.00

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:

Prepared by:
Prestige Landscapes of North Florida, Inc.

Date:

Date: February 4, 2025

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

Landscape/Irrigation Proposal

Job Name: PH1 Shearwater PWKY Landscape Enhancements
 Property Name: Trout Creek CDD ph1
 Client: Belynda Tharpe
 Address: 100 Kayak Way
 City/State/Zip: St. Augustine, FL 32092

Proposal # 10jx1080.103
 Date: February 4, 2025

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

Description

PLI proposes to replenish existing Confederate Jasmine beds along swpky that have gaps within the plant canopy. Drift Roses and Blue Daze will be installed in the existing Drift Rose beds on the island tips at swpky/school road.

Materials & Services	Quantity	Unit Price	Total
Drift Roas "Coral" 3 gal.	250	\$ 58.50	\$ 14,623.81
Blue Daze 1 gal.	500	\$ 19.29	\$ 9,645.24
Confederate Jasmine 1 gal.	500	\$ 19.29	\$ 9,645.24
Pine Straw	200	\$ 8.56	\$ 1,712.00
Labor Prep	100	\$ 45.00	\$ 4,500.00
TOTAL PRICE		\$	40,126.29

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:

Prepared by:
Prestige Landscapes of North Florida, Inc.

Date:

Date: February 4, 2025

Tab 10

	Current Cafe	Proposed 1 Year Plan for Cafe
Type	Café	Café
Menu	Hotdogs, Personal Pizza, Chips, PB&J Uncrustables, Chips & Salsa, Taquitos, Soft Pretzel, Hot Pockets, Mini Melts, Candy, Soda, Coffee, Tea, Gatorade, Powerade, Water	Chicken Tenders, Hotdogs, Spring Salad w/ Chicken, Chicken Salad Wrap, Grilled Cheese, 12" Pizza, Kids Pizza, Fries, Chips, Applesauce, Soft Pretzel, Mini Melts, Candy, Soda, Coffee, Tea, Gatorade, Water, Juice
Alcohol License	N/A	Beer and Wine License <ul style="list-style-type: none"> - \$392 for serving beer/ wine in prepackaged container. Controlled amount served EX: can/ bottle - \$1,820 for serving beer/ wine through keg/tap, where staff controls served amount
Alcohol Offerings	N/A	Beer (Cans) and Wine (Cans)
Operating Hours	Mon - Sat: 9:30am – 4:30pm Sun: Closed	Mon - Tues: Closed/ Café Takeover Wed - Thurs: 11am – 6pm Fri - Sat: 11:30am – 7:30pm Sun: 11am – 7pm
Staffing	<u>Mon – Sat:</u> 1 FT RSC & 1 PT RSC shared w/ other job duties for Hub. Support from LC, LD, AGM and GM when needed.	<u>Wed - Thurs:</u> 1 FT RSC shared w/ other job duties for Hub. Support from APC, LC, LD, AGM and GM. <u>Fri - Sun:</u> 1 PT Café Attendant. Support from RSC, APC, LC, LD, AGM and GM.
Location	Kayak Hub	Kayak Hub w/ addition of service window added for direct pool traffic access - \$7,500.00
Equipment	1 Full size residential fridge w/ bottom freezer 1 Mini Fridge 1 Chest Freezer 1 Open Beverage Fridge 2 Microwaves 1 Convection Oven 1 Mini Melts Freezer 2 Coffee Makers	1 Full size residential fridge w/ bottom freezer, 1 Chest Freezer 2 Microwaves 1 Convection Oven 1 Mini Melts Freezer 2 Coffee Makers Equipment Needed: 1 Panini Grill - \$235.99 1 Convection Air Fryer - \$299.00 2 Door Drink Fridge - \$1,929.00 Commercial Grade Food Heat Lamp - \$89.00 Condiment Cart/ Caddy - \$275.00

March 14 (Spring Break) - September 28, 2025

Employee Schedule	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	
FT Resident Services Coordinator	10am - 6:30pm	Off	Off	10am - 6:30pm	10am - 6:30pm	10am - 6:30pm	10am - 6:30pm	30 Min Lunch
FT Aquatics Program Coordinator	12 - 8pm	12 - 8pm	Off	Off	12 - 8pm	12 - 8pm	12 - 8pm	30 Min Lunch
PT Café Staff	11am - 8pm	10:30am - 7:30pm	Off	Off	Off	Off	11am - 8pm	1 Hr Lunch
TOTAL HOURS	32.00	48.00	32.00	48.00	40.00	32.00	56.00	288.00

Café Schedule	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	
Café Hours	11:30am - 7:30pm	11am - 7pm	Closed	Closed	11am - 6pm	11am - 6pm	11:30am - 7:30pm	
PT Café Staff	11am - 8pm	10:30am - 7:30pm	Off	Off	Off	Off	11am - 8pm	
RSC Coverage of Café					RSC	RSC		
TOTAL HOURS	8.00	8.00	0.00	0.00	7.00	7.00	8.00	36.00

Hub Hours: Sunday & Monday - Closed
Hub Hours: Tuesday - Saturday - 10AM - 6PM
Café Hours: Monday & Tuesday - Closed - Café Takeover/ Food Trucks
Café Hours: Wednesday & Thursday - 11AM - 6PM
Café Hours: Friday & Saturday - 11:30AM - 7:30PM
Café Hours: Sunday - 11AM - 7PM
Schedules are subject to change based on lifestyle events *

Adding additional security guard to check coolers at pool gate entrance: Wed - Sun; during café hours: \$1,140.00 total for 38 hrs (\$30 hr): 28 weeks total for \$31,920.00



MENU



BASKET/ COMBO MEALS

3 Chicken Tenders w/ Side	\$ 13.00
1 Hotdog w/ Side	\$ 7.50
2 Hotdogs w/ Side	\$ 13.00

HEALTH CONSCIOUS ITEMS

Spring Salad Mix w/ Chicken	\$ 5.99
Chicken Salad Wrap w/ Side	\$ 13.00

SINGLE ITEMS

Soft Pretzel w/ Cheese	\$ 5.00
Mini Melts Ice Cream	\$ 4.00
Candy	\$ 1.75

SIDES

Boat of Fries	\$ 4.00
Applesauce Cup	\$ 2.00
Bag of Chips	\$ 2.00

KIDS MEAL

2 Chicken Tenders w/ Side	\$ 6.00
Grilled Cheese w/ Side	\$ 6.00
Hotdog w/ Side	\$ 6.00
Personal Cheese Pizza	\$ 4.00
Personal Pepperoni Pizza	\$ 4.00

DRINKS

Coffee	\$ 1.00
Tea	\$ 2.00
Soda	\$ 2.00
Juice	\$ 1.50
Water	\$ 1.00
Gatorade	\$ 2.00

Shopping Cart



Emeril Lagasse Dual Zone 360 Air Fryer Oven Combo with French Door, 25 QT Extra Large, Cook Two Foods in Different Ways, Up to

Price
\$299.99

In Stock

FREE delivery **Mon, Feb 10** available at checkout

FREE Returns

This is a gift [Learn more](#)

1

[Delete](#)

[Save for later](#)

[Compare with similar items](#)

[Share](#)

Midamar - Halal Chicken Tenders - Fully Cooked - 10 lb case was removed from Shopping Cart.



VEVOR Commercial Panini Grill, 3600W Electric Sandwich Panini Maker, Stainless Steel Double Sandwich Press Grill, Panini Grill with

\$235.99

In Stock

FREE delivery **Mon, Feb 10** available at checkout

This is a gift [Learn more](#)

Style: 19"x 9" Grooved+Flat

1


[Delete](#)


[Save for later](#)


[Compare with similar items](#)

[Share](#)

Subtotal (2 items): \$535.98

 Search

 My Cart

 Enjoy free shipping on orders over \$500 - no promo code necessary, just sign in!

[Sign In](#)

Checkout



MoTak MGD-2DR-48-X 53 1/8" Two Section Glass Door Merchandiser - (2) Left/Right Hinge Doors, Black, 115v

Katom #: 842-CGD2DR48 | Sold By: Each

IN STOCK: Ships in 1 Business Day

Free Shipping Item


\$1,929.00

1

\$1,929.00

Item Total

\$1,929.00

 [View Accessories](#)

 Items Saved For Later

To view your items saved for later or start saving, [Sign In](#) or [Register](#).

Subtotal

\$1,929.00

1 Item

Shipping

—

[Calculate](#)

Est Total

\$1,929.00

(before tax)

Checkout

Or Use

Check out with: 



Premier Engineering, Inc.
10910 Curley Rd, San Antonio, Fl. 33576
Phone: (813) 293-7481

February 4, 2025

Jessica Knutelsky
Assistant General Manager
Shearwater HOA
100 Kayak Way
St. Augustine, FL 32092

Re: Budget Projection – Clubhouse New Sales Window

\$7500

Ms. Knutelsky,

Thank you for the opportunity to provide you with this budget projection for construction services. We have outlined our budget projection below for your review.

I. SCOPE OF SERVICES:

To install a new sales window on the clubhouse next to the bar area to serve the guests on the pool. The work will include the following activities:

1. Removal and proper disposal of one of the panes of the existing window.
2. Furnishing and installation of a new **32-in x 69-in** PVC single hung window. If the client chooses to install a sliding window (**64-in x 69 in**) instead of a single hung window (which will include the removal of both panes) this will carry out an additional cost of **\$1,050.00**.
3. Removal of the existing soil and mulch in front of the window to the end of the wall.
4. The client will remove the existing tree.
5. Placement and light compacting new sand to prepare the area for pavers.
6. Furnishing and installation of new pavers (+/- **30 SF**), matching the existing pavers as best possible.
7. Furnishing and installation of new **1.5ft x 5ft** signage (cost assumed on this budget projection **\$200.00**).
8. Furnishing and installation of a new countertop in front of the window (cost assumed on this budget projection **\$350.00**)
9. Clean area.

Additional Notes:

- a. All safety precautions and measures per **OSHA** and state regulations will be followed throughout the project duration.
- b. The budget projection assumes that we will perform the work in normal (**Mon-Fri, 8:00 AM – 5:00 PM**) business hours.
- c. The new window will match the existing color as best possible on the exterior side. The window will be white on the inside.
- d. For the countertop and the signage, if the client chooses an option more expensive than the cost assumed on this budget projection, we will discuss with the client any changes in costs.
- e. This budget projection assumes that the existing walls are of drywall and metal framing. Once we have the construction drawings of the building, we will make the necessary adjustment to the cost.

II. PROJECT CONSTRUCTION FEE SCHEDULE:

Our proposed fee for the construction of this project to include the above-referenced services is **\$7,500.00 (Seven Thousand Five Hundred Dollars and 00/100)**. A **50%** deposit of **\$3,750.00 (Three Thousand Seven Hundred Fifty Dollars and 00/100)** will be required upon the signing of this budget projection. Due to the material cost's volatility, this offer of professional services is valid for fifteen (15) days after its date.

Invoices shall be submitted by the Contractor monthly and are due upon presentation. Invoices shall be considered past due if not paid within (30) thirty calendar days of the invoice date. If the Client should fail to pay any bill within (30) thirty calendar days of the due date, the Contractor may stop work on the project.

If payment is not received by the Contractor within (60) sixty calendar days of the invoice date, the Client shall pay as interest an additional charge of one-and-one-half (1.5%) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

In the event legal action is necessary to enforce the payment provisions of this Agreement, the Contractor shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by the Contractor in connection therewith and, the reasonable value of the Contractor's time and expenses spent in connection with such collection action, computed at the Contractor's prevailing fee schedule and expense policies.

We appreciate the opportunity to offer you this budget projection and we look forward to the above-listed scope of services.

Sincerely,

Jerry Keith, P.E.

The undersigned acknowledges a full understanding of the services to be performed by Premier Engineering, Inc.

Client:
Shearwater HOA

Contractor:
Premier Engineering, Inc.

Title

Jerry Keith, P.E.
Owner

PO Number: _____

III. GENERAL TERMS AND CONDITIONS:

HIDDEN CONDITIONS

A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Contractor has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all cost necessary to correct said investigation. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the Contractor has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the Contractor shall not be responsible for the existing condition nor any resulting damages to persons or property.

OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, computer files, field data, notes and other documents and instruments produced by the Contractor as instruments of service shall remain the property of the Contractor and may not be used by this Client for any other endeavor without the written consent of the Contractor. The Contractor shall retain all common law, statutory and other reserved rights, including the copyright thereto.

LIMITATIONS OF LIABILITY

In recognition of the relative risks, rewards and benefits of the project to both the client and contractor, the risks have been allocated so that the client agrees that, to the fullest extent permitted by law, the contractor's total liability to the client, for any and all injuries, claims, losses, expenses, or damages arising out of this agreement, from any cause or causes shall not exceed the amount of the contractor's fee. Such causes include, but are not limited to claims of negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

SCHEDULE TIME OF PERFORMANCE

Work will commence upon receipt of background files, geotechnical report, other necessary information, and signed budget projection. Direction to proceed with the work whether written or oral will be deemed as acceptance of all terms and conditions contained herein. Best efforts will be used to achieve stated project design schedules provided they are reasonable and consistent with the professional care required to properly complete this work. The services and fees in this budget projection anticipate orderly and contiguous progress of the project through completion. Unless otherwise noted it is assumed this project will be completed in one phase with one set of documents.

TERMINATION OF AGREEMENT

This agreement is subject to termination by the CLIENT upon seven (7) days written notice. In the event of any termination, the CONTRACTOR will be paid for all services requested by written notice and rendered to the date of termination. Upon written notice by the owner, the CONTRACTOR will supply one copy of all documents related to the PROJECT.

Outside Vendor for Food and Alcohol – Egis Insurance Email

Allowing an outside vendor to provide food and alcohol on district property creates additional layers of liability, but these can be managed. We would recommend the following best practices for the vendor:

Third-Party Vendor Agreement for Alcohol Service:

- Any third-party vendor providing alcohol service will need to maintain comprehensive liquor liability insurance that covers any alcohol-related incidents occurring on district property or in connection with alcohol served on property. If agreements are in place and well structured, the vendor retains the alcohol related risks without significantly changing the district's own risk exposure.
- The formal agreement should require the vendor to:
 - Control all associated risk exposures, including responsible serving practices, crowd control, and security.
 - Hold harmless and indemnify the district for any alcohol-related claims or losses.
 - Meet specific insurance requirements as outlined by the district, including naming the district as an additional insured on GL and Liquor Liability policies.
 - Maintain all required licenses and permits for serving alcohol.
 - Hire and train staff on responsible alcohol service practices, including checking IDs, recognizing signs of intoxication, and refusing service to minors or intoxicated individuals.
 - Implement strict protocols for managing crowds and preventing overconsumption.
 - Obtain all necessary food handling permits and licenses.
 - Implement and maintain a comprehensive food safety management system, including proper food handling, storage, and preparation procedures.
 - Train staff on food safety and hygiene practices.

I hope this helps the district in making informed decisions about these new activities and ensuring they are implemented in a prudent and effective manner. As always, we are available to review agreements, insurance requirements, etc. and can also work with district counsel as they draft them.

Best regards,

Ryan Rupnarain, ARM CPSI

Sr. Manager, Loss Control Services

Egis Insurance & Risk Advisors

Tab 11



Order Agreement

This Order Agreement is written in "Plain English". The words **you** and **your** refer to the Customer, the words **we**, **us** and **our** refer to **Konica Minolta Business Solutions U.S.A., Inc.**, including its subsidiaries and agents.

Customer Information

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

100 Kayak Way
Saint Augustine, FL 32092-1202

Product: Device & Software

Installation Location - 1: Trout Creek Community Development Dist, 100 Kayak Way, Saint Augustine, FL 32092-1202
Delivery Contact: Jessica Knutelsky , (904) 342-3739

Product Description	Quantity	Product Configuration	Item Number
Bizhub C3351i			C3351I
	1	Bizhub C3351i	A93E017
	1	Mfp Delivery Charge - Level One	7670525506
	1	Basic Network Service - Bns02	7640018092
	2	Pf-p28 500-sheet Paper Tray	AAJUW14
	1	Dk-p05 Copy Desk	135900
	1	Pwrfilter W Line Monitoring 120v/15a	W150015120
	1	Bizhub Secure	7640015657
	1	Bizhub Secure Notifier	A006R80
	1	Lk-116 - License	AOPDAA1
	1	Bizhub Package Ps By Kmbs Per Hour	7640021935
Bizhub C3321i			C3321I
	1	Bizhub C3321i	AAJP017
	1	Printer Delivery Charge - Level Four	7670525515
	1	Basic Network Service - Bns01	7640018091
	1	Single Outlet Pwrfilter 120v/15a	W25015120
	1	Bizhub Secure Platinum Small Mfp	7640020786

Maintenance Services

Maintenance Plan: Flat Rate

Term: 48 Months

Entitlements: Toner, Digital Connected Support, Parts/Labor

Installation Location - 1: Trout Creek Community Development Dist, 100 Kayak Way, Saint Augustine, FL 32092-1202



Values shown per device

Device	Qty	Bill Plan Type	Pages Included
Bizhub C3351i	1	Flat Rate	Unlimited
	1	Digital Connected Support	

Maintenance Plan: Flat Rate

Term: 48 Months

Entitlements: Toner, Digital Connected Support, Parts/Labor

Installation Location - 1: Trout Creek Community Development Dist, 100 Kayak Way, Saint Augustine, FL 32092-1202

Values shown per device

Device	Qty	Bill Plan Type	Pages Included
Bizhub C3321i	1	Flat Rate	Unlimited
	1	Digital Connected Support	

Product: Removal & Disposition

In Process

We will remove the device(s) listed below, along with any unopened consumable items (when supplied by us), returning the device(s) and consumable items to our warehouse facility for subsequent disposition. Any device(s) requiring return to a Funding Source's designated return center will temporarily be held until Return Authorization (Shipping Instructions) have been received and will then be shipped to the address provided by the Funding Source. Any device(s) not requiring return to a Funding Source will be deemed our property upon pick up and will be disposed at our discretion. A device may not be held longer than 90 days without our prior written consent due to limited availability of long term storage space. Often the Funding Source will send Return Authorization(s) directly to you. If this happens, we ask that you immediately email any Return Authorization received to ra@kmb.konicaminolta.us to facilitate timely shipping. In the event any device(s) reaches the 90 day storage limit, Return Authorization has not been received, and there is no long term storage consent, we reserve the right to contact you to arrange the return of the device(s) to your facility at your expense.

Any device(s) requiring subsequent return to a Funding Source will be invoiced to you at our prevailing shipping rates, unless return fees are included in this Order Agreement.

Removal Location - 1: Trout Creek Community Development , 100 KAYAK WAY SAINT AUGUSTINE FL 32092-1202 US

Contact: Jessica Knutelsky , (904) 342-3739

Manufacturer or KM Material	Device	Serial Number	Device Disposition	Funding Source	Account Number
AA2M013	Bizhub C250i With Df-714	AA2M011013995	Upgrade to Keep	Us Bank	500-0673850-000
ACER011	Bizhub 4020i 42 Ppm Mo	ACER011003533	Upgrade to Keep	Us Bank	500-0673850-000
ACER011	Bizhub 4020i 42 Ppm Mo	ACER011003542	Upgrade to Keep	Us Bank	500-0673850-000



Existing Financial Considerations

Buyout/Upgrade - Direct Settlement

Only the buyout/upgrade account(s) identified below are subject to direct settlement by us as part of this Order Agreement. You must continue to make payment(s) on existing financial obligations until you have accepted installation of the new product or have been advised from your respective Funding Source that payment is no longer required. We will not be liable to you or any third party for your failure to continue to make such payment(s) to your Funding Source.

Funding Source	Account Number	Device Disposition
Konica Minolta Premier Finance	500-0673850	Upgrade to Keep

Customer Options & Verification

To ensure an excellent customer experience, please take a moment to verify the invoice mailing and accounts payable address/contact information we have on file. If changes are required to your Invoice Mailing or Accounts Payable addresses (including contact information), please contact your Sales Representative for assistance.

In Process

Invoice Mailing Address:
Trout Creek Community
 100 Kayak Way
 Saint Augustine, FL, 32092-1202

Accounts Payable Address:
Trout Creek Community
 100 Kayak Way
 Saint Augustine, FL, 32092-1202

Accounts Payable Contact:
 Jessica Knutelsky
 Phone: (904) 342-3739
 EMail: jessica.knutelsky@fsresidential.com

MyKMBS.com Customer Portal

MyKMBS is a complete and comprehensive service management tool allowing our clients to manage their Konica Minolta accounts - right from their desktop or smartphone. MyKMBS offers 24/7 access to Konica Minolta support and product resources - all in one place.

Please provide a primary contact for MyKMBS.com registration:

Account ID: 30262523

Name:

Email:

Bypass Required Entry - This can be set up at a later time.



Order Summary & Acceptance

Transaction Type: **Lease**

Your signature below constitutes your acceptance of this Order Agreement (ID: **80146489** with date/time stamp:**02/07/2025 11:33:34 AM**) including our standard terms and conditions available online at the URL link(s) provided below or in hard copy upon request, which your mark below indicates you have reviewed and accepted and which are incorporated into this Order Agreement:

Service & Solution Terms: <https://kmbs.konicaminolta.us/ServiceSolutionTerms-2501H>

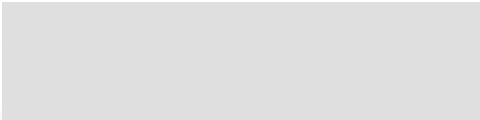
Please see and sign the separate Lease/Financing Agreement for terms and conditions governing the financing associated with this Order Agreement.

This Order Agreement is not binding upon us until signed by a Konica Minolta manager, director, vice president or executive officer.

Konica Minolta Business Solutions U.S.A., Inc.

Customer

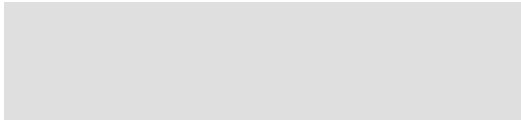
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Signature: 

Name: Jason Allen

Title: _____

Date Signed: _____

Signature: 

Name: Jessica Knutelsky

Title: _____

Date Signed: _____



Application Number	Agreement Number	Schedule Number
3160024		

Advantage Lease Agreement

This Advantage Lease Agreement ("Agreement") is written in "Plain English". In this Agreement, the words **you** and **your** refer to the customer (and its guarantors), the words **we**, **us** and **our** refer to **Konica Minolta Business Solutions U.S.A., Inc., d/b/a Konica Minolta Premier Finance**. If we assign this Agreement to a third party lessor, **Lessor** shall refer to such third party lessor assignee, and the words **we**, **us** and **our** shall also mean and include such Lessor and its assignees as to our rights, remedies and entitlements under this Agreement and any Schedule so assigned, but not our obligations.

Customer Information

Full Customer legal Name/Address:
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
 100 Kayak Way
 Saint Augustine, FL 32092-1202

Billing Name/Address:
Trout Creek Community Development D
 100 Kayak Way
 Saint Augustine, FL 32092-1202

Billing Contact Name: Jessica Knutelsky
 Phone¹: (904) 342-3739
 Email: jessica.knutelsky@fsresidential.com

Federal Tax ID²:
Do not enter Social Security Number
 Select to bypass for SS#

Term and Payment Information

Term in Months	Number of Payments	Payment Frequency	Payment(Plus Applicable Taxes)	End of Lease Purchase Option
48	48	Monthly	\$464.78	Fair Market Value

Product Description

Installation Location - 1: Trout Creek Community Development Dist, 100 Kayak Way, Saint Augustine, FL 32092-1202

Qty	Product Description	Product Configuration
1	Bizhub C3351i	(2)Pf-p28 500-sheet Paper Tray, Dk-p05 Copy Desk, Bizhub Secure Notifier, Lk-116 - License
1	Bizhub C3321i	

Maintenance & Group Pool Billing Information

Pool Group 2

Maintenance Plan: Flat Rate

Pool Group ID	Pool Name	Pages Included	Overage Charge	Overage Frequency
2	Flat -2	Unlimited	N/A	N/A

Pool Group 2 - Asset Schedule

Installation Location - 1: Trout Creek Community Development Dist, 100 Kayak Way, Saint Augustine, FL 32092-1202

Qty	Product Description	Customer Invoice Information	Text
1	Bizhub C3351i		Flat Rate

Pool Group 1

¹ By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

² To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.



Maintenance Plan: Flat Rate

Pool Group ID	Pool Name	Pages Included	Overage Charge	Overage Frequency
1	Flat -1	Unlimited	N/A	N/A

Pool Group 1 - Asset Schedule

Installation Location - 1: Trout Creek Community Development Dist, 100 Kayak Way, Saint Augustine, FL 32092-1202

Qty	Product Description	Customer Invoice Information	Text
1	Bizhub C3321i		Flat Rate

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer ONE Guarantee. A copy of the Guarantee can be obtained at your local branch or by visiting <https://kmbs.konicaminolta.us/CustomerOne>



Terms And Conditions

(THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT AND INCORPORATED INTO EACH SCHEDULE.)



1. LEASE AGREEMENT: You agree to lease from us the personal property identified herein, and additional personal property as identified in Schedules to this Advantage Lease Agreement, incorporating these TERMS AND CONDITIONS by reference - from time to time - signed by you and us (such property and any upgrades, substitutions, replacements, repairs and additions referred to as "Equipment") for business purposes only. In the event that the Equipment you selected is unavailable or cannot be supplied by the Supplier, you agree that we can substitute or upgrade your selection to equipment of equal or greater quality, function, and value, as determined by Supplier in its sole discretion, at no additional cost to you, and you agree to accept such substitution or upgrade upon delivery. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our agreement regarding the listed equipment ("Agreement") and supersede all other writings, communications, understandings, agreements, purchase orders, solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you hereunder and under the applicable Schedule unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO YOU.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement, any Schedule or the Equipment.

2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

3. OWNERSHIP OF EQUIPMENT: We are the owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the



Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.

4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that neither we nor our representatives are the Lessor's agents and none of us are authorized to modify the terms of this Agreement or any Schedule without the Lessor's consent. No representation or warranty of ours with respect to the Equipment will bind Lessor, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the Lessor, the manufacturer or supplier of the Equipment. **THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that the Customer One Guarantee is a separate and independent obligation of ours, that no Lessor or assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against us with respect to the Customer One Guarantee

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

6. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment

7. COLLATERAL PROTECTION AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but not the obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

8. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us and any Lessor harmless and reimburse us and them for loss and to defend us and them against any claim for losses or injury or death caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.

9. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$125.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN, OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment to a Lessor, such Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of such Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and us. None of Lessor or Lessor's assignees will independently verify any such costs. Lessor and Lessor's assignees will be providing funding based on the payment you have negotiated with us. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

11. DEFAULT AND REMEDIES: If (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement, any Schedule or any other agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and/or any and all Schedules and require that you pay, **AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY**, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under this Agreement and any Schedule; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of this Agreement and any Schedules, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the initial term of this Agreement and any Schedules (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us



(and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the state where we or the Lessor have our principal place of business. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. YOU AGREE THAT NEITHER WE NOR SUPPLIER WILL BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER. In no event shall Supplier's aggregate liability under this Agreement exceed the amount you paid for the products or services in question during the twelve-month period immediately preceding the event giving rise to the liability. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

12. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement or any Schedule is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

13. CONSENT TO LAW, JURISDICTION AND VENUE: This Agreement shall be deemed fully executed and performed in the state of our or the Lessor's principal place of business and shall be governed by and construed in accordance with its laws. If we or the Lessor bring any judicial proceeding in relation to any matter arising under this Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of our or the Lessor's principal place of business, or in any court or courts in your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of us or the Lessor. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by us or the Lessor in relation to such matters. If the Customer shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees to bring any such proceeding in, and that any such matter shall be adjudged or determined exclusively by, the courts in the state of the Supplier's, Lessor's or Assignee's principal place of business. In the event of litigation or other proceedings by Supplier, Lessor or Assignee to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by Supplier, Lessor or Assignee, including but not limited to, reasonable attorney's fees. BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

14. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any Schedules to us or the Lessor via overnight courier the same day you submit the facsimile or other electronic transmission of the signed Agreement and such Schedules. Both parties agree that this Agreement and any Schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 11) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any Schedules.

15. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and in accordance with paragraph 4 of this Agreement, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. YOUR LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED OR DELAYED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

16. MAINTENANCE AND SUPPLIES: Equipment services provided under this Agreement include labor and parts required to maintain covered Equipment in a normal operating condition. We will provide toner for covered Equipment on an as needed basis. Consumable supplies do not include staples unless selected. The consumable supplies provided are our property until they are consumed and are intended to be used exclusively in the covered Equipment. You bear the risk of loss for unused supplies in the event of theft, employee misconduct, fire or other mishap. We reserve the right to replace a device, at no additional cost to you, with a comparable unit when repair of the original device is not practical or economically feasible. Pricing under this Agreement is based on published and commercially reasonable expectations of supply and consumables consumption. At our discretion, we may perform an audit of supply/consumables consumption and equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, we have the right to invoice for the excess consumption. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide us access to the equipment and we will provide labor or routine, remedial and preventive maintenance service as well as remedial parts during normal business hours (defined as 8:30 am to 5:00 pm, Monday through Friday, exclusive of holidays observed by us). All part replacements shall be on an exchange basis with new or refurbished items. We are not obligated to provide services or repairs in the event of Equipment abuse/misuse or casualty. Out of scope services, including after hours, moves, modifications and abuse/misuse will be charged at our current rates. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) we (and not the Lessor or its assignees) are the sole party responsible for any service, repair or maintenance of the Equipment, and (b) we (not the Lessor or its assignees) are the party to any service maintenance agreement.

17. FLEET DEVICE MONITORING: We may ask your permission to install and maintain server-based software to monitor the printing devices on your network ("Fleet Device Monitoring"). Where the use of Fleet Device Monitoring software as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this Agreement at pre-established price levels. The added device(s) will be covered under the terms of this Agreement. You will be notified via email and may reject the addition of the device(s) by contacting us. If you agree to allow us to install and maintain Fleet Device Monitoring software on your network, and the software cannot reliably operate in your environment for any reason, we reserve the right to suspend or terminate services under this Agreement.

18. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings



are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) (if applicable) by a maximum of fifteen percent (15%) of the existing charge, or if less, the maximum amount permitted by applicable law. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under this Agreement and either purchase or return the equipment to us. Notwithstanding anything herein to the contrary, for pools designated as "One Rate" pools, escalations within the original Agreement term and Supply Freight Fees do not apply nor are meter readings required. All Agreements are subject to escalation in any renewal period.

End of Lease Options

You will have the following options at the end of the original term, provided the Agreement or applicable Schedule has not terminated early and no event of default under the Agreement and/or any Schedule has occurred and is continuing. 1. Purchase all of the Equipment as indicated in the "Term and Payment Information" section of the Agreement or any applicable Schedule ("fair market value" purchase amounts will be determined by us). 2. Renew the Agreement and/or applicable Schedule per paragraph 1 (on Agreement). 3. Return Equipment as provided in Paragraph 5 (on Agreement).

Lease Acceptance

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

Konica Minolta Business Solutions U.S.A., Inc.,
d/b/a Konica Minolta Premier Finance

Customer

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Signature: 

Name: _____

Title: _____

Date Signed: _____

Signature: 

Name: Jessica Knutelsky

Title: _____

Date Signed: _____

TAB 12

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 January 15, 2025, 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 Capital Markets, LLC

Members of the public present.

FIRST ORDER OF BUSINESS

Call to Order

The meeting was called to order at 6:00 pm by Mr. Wright and pledge of allegiance was recited.

SECOND ORDER OF BUSINESS

GENERAL AUDIENCE COMMENTS (NON-AGENDA ITEMS ONLY)

The audience had questions and comments in regard to additional landscaping and/or buffer for noise in Phase 3 Ryan Homes section, concerns regarding traffic and new highway close to community, as well as suggestions for more audience comment sections on agenda.

49 Mr. Wright stated he would reach out to the county to review concerns residents have
 50 regarding the berm and noise. He also will invite the developer representatives from
 51 Freehold to attend a meeting.

52

53 **THIRD ORDER OF BUSINESS**

STAFF REPORTS

54

55 **A. District Counsel**

56

57 There was a question regarding if the commercial parcel at the north entrance could be
 58 assessed. Ms. Buchanan stated for the district to assess the commercial parcel it must
 59 be within the district boundaries, which she did not believe it was.

60

61 **B. District Engineer**

62

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

64

65 Ms. Buchanan updated the board that the contractor is willing to have another meeting
 66 with the district's new District Engineer. The board approved for Mr. Yuro to attend the
 67 meeting but requested that he also start getting additional bids to make repairs. Mr.
 68 Yuro stated he will inspect the area once more to see if there has been any additional
 69 settling.

70

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

72

73 Mr. Yuro updated the board that he has not received any responses yet from bidders on
 74 this repair, but he believes the developer is also trying to reach out to contractors. The
 75 board authorized Supervisor Wright to take lead on this matter, but still directed Mr.
 76 Yuro to request bids.

77

78 **3.) Update Regarding Subsurface Exploration on Pond 11B**

79

80 Mr. Yuro updated the board that staff is still waiting for ECS's report on the meter
 81 readings.

82

83 **4.) Update Regarding Traffic Signage Modifications**

84

85 Mr. Yuro updated the board that staff was getting proposals for additional signs that
 86 were approved by the county. Ms. Knutelsky stated she received one proposal and
 87 waiting on others. Discussion ensued.

88

On a motion by Ms. Murphy, seconded by Mr. Wright, with all in favor, the Board approved a not-to-exceed amount in the amount of \$5,000.00 for the purchase of approved county traffic signs, for Trout Creek Community Development District.

89

90 Mr. Wright updated the board that the developer of a commercial parcel at the north end
 91 of the community would like to attend a future meeting to request access to Shearwater
 92 Parkway. The board agreed that this request may be best to review at the next
 93 workshop.

94

95 Mr. Wright also noted that he wants to work with the county to have them assist with
96 adding crosswalks for the park and school locations.

97
98 Mr. Yuro stated he was requested to look at parking options at the facilities. He did a
99 preliminary review but believes that it maybe best to review options at the back of the
100 facilities and move golf cart parking in the front to another location. The board requested
101 Mr. Yuro to provide a proposal for him to proceed with doing an official study for
102 additional parking at the Kayak Club.

103
104 **C. Landscape Maintenance Service Reports**

105
106 **D. Pond Aquatics Service Report**

107
108 **E. General Manager**

109
110 **1.) Review Security and Conduct Policy Violation Protocol**

111
112 Ms. Tharpe stated this item needs to be tabled.

113
114 **F. District Manager**

115
116 **1.) Financial Summary Report – YTD November 2024**

117
118 Ms. Dobbins updated the board that the first quarter invoice for the shared water
119 utility cost was sent to the HOA in the amount of \$11,423.87. She also noted that the Dec.
120 financials have not been finalized, but reported that as of December 19th, the district
121 received a large deposit from the county over \$1.1 million of assessments.

122
123 Ms. Dobbins requested the board to confirm their next workshop date. The board set their
124 next workshop for February 4th, at 2pm. The board confirmed they will review topics
125 regarding the bond re-financing, reserve study, new development request at front entrance
126 and concerns from Ryan Homes residents with a developer representative.

127
128 The board also discussed if they should move the March regular meeting dates due to
129 conflicting with spring break.

130

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board approved rescheduling the March meeting date to March 26 th , for Trout Creek Community Development District.
--

131
132 **FOURTH ORDER OF BUSINESS**

133
134 **CONSIDERATION OF SHARKS
135 SWIM TEAM 2025 RENEWAL
136 AGREEMENT**

137
138 The board and staff did not have any further concerns or changes to the renewal
139 agreement.

140 **FIFTH ORDER OF BUSINESS**

**CONSIDERATION OF
PRESTIGE LANDSCAPE
IRRIGATION CLOCK
PROPOSAL (KAYAK CLUB
AND ADJACENT PROPERTY**

141
142
143
144
145

146 Mr. Wright stated this is a replacement due to damage from a storm, but also an
147 upgrade. Ms. Dobbins stated if she could find out a date of the storm she will work on a
148 claim with the insurance carrier. Ms. Tharpe said she will try to see if she can find out a
149 range of time the storm may have happened.

150

151 **SIXTH ORDER OF BUSINESS**

**CONSIDERATION OF
PRESTIGE PH 1 LANDSCAPE
IRRIGATION REPAIR
PROPOSAL**

152
153
154
155

156 Mr. Wright stated these are repairs that are needed and would be an approval for an
157 “not to exceed” amount.

158

159 **SEVENTH ORDER OF BUSINESS**

**CONSIDERATION OF
PRESTIGE PH 1 LANDSCAPE
REMEDATION PROPOSAL**

160
161
162

163 Mr. Wright asked the board for him to take the lead on reviewing this proposal so he
164 could work with staff and Prestige to trim the cost down.

165

166 **EIGHTH ORDER OF BUSINESS**

**CONSIDERATION OF
DISTRICT’S AMENITY
WEBSITE COMMUNICATION
PROPOSALS**

167
168
169
170

171 It was noted that this website could have a login for only reservations with all other
172 areas meeting the public requirement. The board discussed the two proposals behind
173 Tab. 9 of the agenda.

174

175

176 **NINTH ORDER OF BUSINESS**

**FURTHER CONSIDERATION
OF SYNTHETIC TURF
APPROVED PROPOSAL**

177
178
179

180 It was stated this item was approved at the December meeting, but since that time
181 board members have requested it to be discussed again and were opposed it.
182 Discussion ensued to only move forward with the paver portion of the proposal instead.
183 The board also designated Supervisor Sajkowski to take the lead on reviewing other
184 areas that may need remediation with staff.

185

186

187

188 **TENTH ORDER OF BUSINESS**

**CONSIDERATION OF OUTDOOR
POOL DECK SPEAKERS
PROPOSALS**

189
190
191

192 The board tabled this discussion, but appointed Supervisor Breslin to review access
193 control options with staff.

194
195 **ELEVENTH ORDER OF BUSINESS**

**DISCUSSION REGARDING USE OF
GOLF CART PATH FROM NORTH
CREEK ENTRANCE TO 210**

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197
198

199 The board tabled this discussion so staff can review further with District Counsel,
200 District Engineer and the District Manager regarding county requirements and insurance
201 concerns.

202
203 **TWELFTH ORDER OF BUSINESS**

**DISCUSSION REGARDING STAFF
PERFORMING EXPLORATORY
OPTIONS OF REOPENING OF THE
NEST FACILITY**

204
205
206
207

208 Mr. Wright stated this agenda item is for the board to give Supervisor Loffredo authority
209 to explore this topic further for it to be discussed at the March meeting.

210
211 **THIRTEENTH ORDER OF BUSINESS**

**DISCUSSION REGARDING STAFF
PERFORMING EXPLORATORY
OPTIONS OF CAFÉ/EATERY
OPTIONS**

212
213
214
215

216 Mr. Wright stated this is also listed for the board to give Supervisor Loffredo authority to
217 explore this topic further for it to be discussed at the March meeting.

218
219 **FOURTEENTH ORDER OF BUSINESS**

**DISCUSSION REGARDING RFP OF
DISTRICT COUNSEL SERVICES**

220
221
222

222 Mr. Wright stated he recommends that the refinancing matter get resolved first if the
223 board wants to move forward with this RFP.

224
225 **FIFTEENTH ORDER OF BUSINESS**

**CONSIDERATION OF
RESOLUTION 2025-03,
RECOGNIZING CONTRIBUTION
(SERIES 2022 ASSESSMENTS)**

226
227
228
229

**CONSIDERATION OF
RESOLUTION 2025-04,
ACCEPTING DEDICATION OF
PROPERTY (Phases 3A-3C, 3G)**

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235 Discussion ensued regarding the board having an outside attorney review both of these
236 resolutions. Ms. Buchanan did explain to the board she had Bond Counsel, who was

237 involved with the district’s bond issuances, review them and confirm the property noted in
238 the resolutions needed to be owned by the district since the infrastructure on the property
239 are CDD owned improvements. The adoption of these resolutions and acceptance of the
240 property is required so the district complies and is following tax law.

241
242 However, Ms. Buchanan stated if the board wanted to table these resolutions again, that
243 instead of the board hiring an outside attorney at this time, these resolutions should get
244 reviewed by District Counsel if there is going to be a change, since they will need to review
245 them as part of their due diligence working for the district. The board agreed to hold off on
246 reaching out to an outside counsel until the District Counsel RFP process concluded.

247
248 **SIXTEENTH ORDER OF BUSINESS**

**AUDIENCE COMMENTS ON
AGENDA ITEMS**

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250
251 The audience had questions and comments regarding the opening of the pathway to golf
252 carts, request to see cost for any new amenities first, inquiry on warranty on pool speakers
253 and concerns regarding ages of children that may be using the “nest”.

254
255 **SEVENTEENTH ORDER OF BUSINESS**

**BOARD VOTE ON BUSINESS
ITEMS**

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257
258 **A. CONSIDERATION OF SHARKS SWIM TEAM 2025 RENEWAL AGREEMENT**
259

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board approved the Sharks Swim Team 2025 Renewal Agreement, for Trout Creek Community Development District.

260
261 **B. CONSIDERATION OF PRESTIGE LANDSCAPE IRRIGATION CLOCK
262 PROPOSAL (KAYAK CLUB AND ADJACENT PROPERTY)**
263

On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the Board approved Prestige Landscape Irrigation Clock proposal for Kayak Club and Adjacent Property, for Trout Creek Community Development District.

264
265 **C. CONSIDERATION OF PRESTIGE PH 1 LANDSCAPE IRRIGATION REPAIR
266 PROPOSAL**
267

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board approved Prestige PH 1 Landscape Irrigation Repair proposal, for Trout Creek Community Development District.

268
269 **D. CONSIDERATION OF PRESTIGE PH 1 LANDSCAPE REMEDIATION
270 PROPOSAL**

271
272 Board tabled and authorized Clint to review further with staff and Prestige.
273

274
275
276

E. CONSIDERATION OF DISTRICT'S AMENITY WEBSITE COMMUNICATION PROPOSALS

On a motion by Ms. Loffredo, seconded by Ms. Murphy, by majority vote, with Mr. Breslin opposed, the Board approved Northern Help proposal for an Amenity Website, for Trout Creek Community Development District.

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F. FURTHER CONSIDERATION OF SYNTHETIC TURF APPROVED PROPOSAL

On a motion by Mr. Wright, seconded by Mr. Breslin, by majority vote, with Ms. Loffredo opposed, the Board rescinded their approval from the December meeting and approved to only move forward with the paver portion with a not-to-exceed amount of \$5,040.00, for Trout Creek Community Development District.

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G. CONSIDERATION OF OUTDOOR POOL DECK SPEAKERS PROPOSALS

Board tabled item.

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H. DISCUSSION REGARDING USE OF GOLF CART PATH FROM NORTH CREEK ENTRANCE TO 210

Board tabled item.

I. DISCUSSION REGARDING STAFF PERFORMING EXPLORATORY OPTIONS OF REOPENING OF THE NEST FACILITY and CAFÉ/EATERY OPTIONS

On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the Board authorized Supervisor Loffredo to explore options of reopening of the nest facility and café/eatery options, for the board to discuss further at the March meeting, for Trout Creek Community Development District.

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J. DISCUSSION REGARDING RFP OF DISTRICT COUNSEL SERVICES

On a motion by Ms. Loffredo, seconded by Mr. Breslin, with all in favor, the Board directed the District Manager to request proposals to be reviewed at the March meeting regarding RFP of District Counsel Services, for Trout Creek Community Development District.

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K. CONSIDERATION OF RESOLUTION 2025-03, RECOGNIZING CONTRIBUTION (SERIES 2022 ASSESSMENTS)

Board tabled item.

305 **L. CONSIDERATION OF RESOLUTION 2025-04, ACCEPTING DEDICATION OF**
306 **PROPERTY (Phases 3A-3C, 3G)**

307
308 Board tabled item.

309
310 **EIGHTEENTH ORDER OF BUSINESS**

CONSENT AGENDA

- 311
312 **A.) Consideration of Minutes for the Board of Supervisors' Regular Meeting**
313 **held on December 18, 2024**
314 **B.) Consideration of Minutes for the Board of Supervisors' Workshop held**
315 **on January 6, 2025**
316 **C.) Ratification of the Operation and Maintenance Expenditures for**
317 **December 2024**
318

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board approved the consent agenda, including December 18, 2024 and January 6, 2025 set of minutes and December 2024 operations and maintenance expenditures, in the amount of \$595,853.10, for Trout Creek Community Development District.

319
320 **NINTEENTH ORDER OF BUSINESS**

SUPERVISOR REQUESTS

321
322
323 Mr. Sajkowski inquired if there was a fee for anyone that wanted to use the
324 Garden Facility. It as confirmed there was not a fee. Mr. Wright stated he has on
325 his list to meet with the Garden Club to review the use and operation of that
326 facility.
327

328 **TWENTIETH ORDER OF BUSINESS**

ADJOURNMENT

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board adjourned the meeting at 9:02 p.m., for Trout Creek Community Development District.

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Secretary /Assistant Secretary

Chairman / Vice Chairman

DRAFT

TROUT CREEK CDD WORKSHOP MINUTES 02/04/2024

1 Present:

2

3 Clint Wright **Board Supervisor, Chairman**

4 Heather Loffredo **Board Supervisor, Vice Chairperson**

5 Jim Breslin **Board Supervisor, Assistant Secretary**

6 Ronnie Murphy **Board Supervisor, Assistant Secretary**

7 Vincent Sajkowski **Board Supervisor, Assistant Secretary**

8 Also Present were:

9 Belynda Tharpe General Manager, First Service Residential

10 Audience Members

11

12 Meeting called to order at 2:02PM

13 **Item 1) Developer Update:** David Roane and Andy Smith from Freeholder Communities gave
14 update regarding remaining community and district buildout. Ryan Homes residents were
15 given an opportunity to ask questions and get feedback. Additionally, they stated that the
16 fence along the property of Ryan Holmes was installed by Ryan Holmes and not developer
17 or CDD property. Andy from Freeholders Communities stated it was approved by the HOA.

18 **Item 2) 210 Commercial Lot:** The board received a presentation from the owner of the Goddard
19 School (Sam) who is currently in talks to purchase the 210 commercial lot from Freeholder
20 communities. The board and resident were able to provide feedback.

21 **Item 3) 2015 Series Bond Plan:** Board received a presentation from MBS Capital representative
22 Brett Sealy regarding the current bond Refi proposals and options for the 2015 series bond
23 plan. The board discussed each of the option and allowed resident feedback.

24 **Item 4) Reserve Study:** Board member Ronnie Murphy provided the Board an update regarding
25 the Reserve Study. The board discussed each of the options and allowed resident feedback.

26 **Supervisor Comments:** Board members comments with staff feedback

27 Meeting adjourned at 4:14 pm

28

29

30 _____
Assistant Secretary

Chairman/Vice Chairman

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 January 2025

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2025 through January 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$395,457.69**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2025 Through January 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
All Weather Contractors, Inc.	101481	181337	Service Call 07/24	\$ 380.00
Arrow Exterminators	101482	60139318	Rodent Control Services 01/25	\$ 186.00
Arrow Exterminators	101482	60139581	Monthly Pest Control Services 01/25	\$ 116.00
Arrow Exterminators	101482	60139582	Pest Control Services 01/25	\$ 96.00
AT&T	20250116-02	151561791 01/25 ACH	Internet Services 01/25	\$ 32.10
AT&T	20250123-01	158596576 01/25 ACH	Fitroom Internet Services 01/25	\$ 30.00
AT&T	20250116-01	299942543 01/25 ACH	Internet Services 01/25	\$ 32.10
AT&T	20250105-03	323382736 01/25 ACH	TV & Internet Services 01/25	\$ 135.48
Atlantic Security	101483	372064	Service Call and Key Fob's 01/25	\$ 2,076.75
Buster's Cleaning Service	101484	141	Janitorial Services 01/25	\$ 3,400.00
C BUSS Enterprises, Inc.	101485	2806	Pool Maintenance 01/25	\$ 4,100.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2025 Through January 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
C BUSS Enterprises, Inc.	101512	2947	Pool Maintenance 02/25	\$ 3,600.00
Charles Aquatics, Inc.	101486	52107	Fountain Maintenance 12/24	\$ 400.00
Charles Aquatics, Inc.	101466	52437	Pond Maintenance 01/25	\$ 3,853.00
Colden Company, Inc.	101458	19028	Quarterly Voice & Phone Services 01/25-03/25	\$ 938.97
Cronin Ace Hardware	101487	Monthly Summary 12/24 324	Miscellaneous Supplies 12/24	\$ 645.43
FirstService Residential Florida, Inc.	101459	11026923	Management Services 11/30/24- 12/13/24	\$ 26,042.22
FirstService Residential Florida, Inc.	101459	11028628	Medical Insurance 12/24	\$ 3,630.00
FirstService Residential Florida, Inc.	101459	11029698	Mileage, Business Cards and Name Tags 11/24	\$ 797.47
FirstService Residential Florida, Inc.	101467	11030838	Management Services 12/14/24- 12/27/24	\$ 25,996.71
FirstService Residential Florida, Inc.	101488	11031955	Management Fee - Phone Allowance 01/25	\$ 1,854.00
FirstService Residential Florida, Inc.	101505	11033373	Management Services 12/28/24- 01/10/25	\$ 27,624.76

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2025 Through January 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
FirstService Residential Florida, Inc.	101513	11035201	Medical Insurance 01/25	\$ 5,516.00
FirstService Residential Florida, Inc.	101513	11037222	Name Tags 12/24	\$ 20.00
Florida Department of Revenue	20250120-01	65-8017062725-9 12/24 ACH	65-8017062725-9 Sales & Use Tax 12/24	\$ 399.86
Florida Natural Gas	101506	1149788ES	Natural Gas Services 12/24	\$ 34.31
Florida Power & Light Company	20250105-02	03602-11429 11/24 ACH	38 Rosemont Dr 11/24	\$ 40.42
Florida Power & Light Company	20250127-01	39473-03305 12/24 ACH	37 Timberwolf Trl 12/24	\$ 69.26
Florida Power & Light Company	20250127-02	67979-76187 12/24 ACH	574 Timberwolf Trl 12/24	\$ 26.71
Florida Power & Light Company	20250105-01	98411-59305 11/24 ACH	37 Timberwolf Trl 11/24	\$ 52.86
Florida Power & Light Company	20250121-01	Monthly Summary 12/24 ACH 324	Electric Services 12/24	\$ 10,540.10
Florida Power & Light Company	20250122-01	Monthly Summary A 12/24 ACH 324	Electric Services 12/24	\$ 192.66
Gannett Florida LocalIQ	101489	0006884246	Account# 764106 Legal Advertising 12/24	\$ 134.56

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2025 Through January 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
HD Supply, Inc.	101514	16426561 Summary 01/25	Miscellaneous Supplies 01/25	\$ 1,118.20
HD Supply, Inc.	101476	16426561 Summary 12/24	Miscellaneous Supplies 12/24	\$ 3,401.24
Heather Marie Loffredo	101468	HL010625	Board of Supervisors Workshop 01/06/25	\$ 200.00
Heather Marie Loffredo	101490	HL011525	Board of Supervisors Workshop 01/15/25	\$ 200.00
Hush Hush Headphones, LLC	101460	0002395	Teen Silent Disco Event 12/24	\$ 700.00
IPFS Corporation	101461	GAA-D60191 Pmnt #4 02/25	Liability Insurance Payment #4 02/25	\$ 8,526.35
James J. Breslin, III	101469	JB010625	Board of Supervisors Workshop 01/06/25	\$ 200.00
James J. Breslin, III	101491	JB011525	Board of Supervisors Workshop 01/15/25	\$ 200.00
JEA	20250106-02	9634626977 11/24 ACH	Water-Sewer Services 11/24	\$ 34,861.28
Konica Minolta Premier Finance	101477	545750374	Copier Lease #500-00673850-000 01/25	\$ 1,115.03
Kutak Rock, LLP	101478	3511576	Legal Services 11/24	\$ 7,643.07

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2025 Through January 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
LIVunLtd	101492	184739	Monthly Gold Plan 12/24	\$ 249.00
Maximum Entertainment Trivia	101493	5 Trivia	Trivia Night 01/10/25	\$ 200.00
Maximum Entertainment Trivia	101493	6 Bingo	Music Bingo 01/14/25	\$ 200.00
Mini Melts of America, Inc.	101494	621868	Ice Cream Precup 01/25	\$ 267.90
Noreast Capital Corporation	101495	613941	Cardio Fitness Equipment Lease 01/25	\$ 3,128.97
OnSight Industries LLC	101511	422408	Custom Exterior Signs 10/24	\$ 822.20
OptimusAV	101507	01229	Installation Control/Access/Cameras & Door Transfer Switch 01/25	\$ 565.00
Prestige Landscapes of North Florida, Inc.	101462	12318	Hurricane Milton Clean-Up 10/24	\$ 5,500.00
Prestige Landscapes of North Florida, Inc.	101470	12360	PH3 Monthly Maintenance 01/25	\$ 20,953.17
Prestige Landscapes of North Florida, Inc.	101470	12366	PH1 Monthly Maintenance 01/25	\$ 23,938.79
Progressive Entertainment, Inc.	101515	12955578	Winter Movie - Chinese New Year Event 12/24	\$ 150.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2025 Through January 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Progressive Entertainment, Inc.	101515	12955579	Winter Movie - Chinese New Year Event 12/24	\$ 155.00
Prosser, Inc.	101471	53946	Engineering Services 11/24	\$ 1,080.00
Republic Services	20250105-04	0687-001486631 ACH	Waste Disposal Services 01/25	\$ 911.26
Richard Clinton Wright	101472	CW010625	Board of Supervisors Workshop 01/06/25	\$ 200.00
Richard Clinton Wright	101496	CW011525	Board of Supervisors Workshop 01/15/25	\$ 200.00
Rizzetta & Company, Inc.	101457	INV0000096189	District Management Fees 01/25	\$ 5,386.50
Ronnie Murphy	101473	RM010625	Board of Supervisors Workshop 01/06/25	\$ 200.00
Ronnie Murphy	101497	RM011525	Board of Supervisors Workshop 01/15/25	\$ 200.00
Ruppert Landscape, LLC	101508	681368	Irrigation Repairs 11/24	\$ 480.00
Ruppert Landscape, LLC	101463	689415	Sod Replacement 12/24	\$ 1,389.00
Ruppert Landscape, LLC	101463	689416	Sod Replacement 12/24	\$ 4,235.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2025 Through January 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ruppert Landscape, LLC	101498	689608	Refreshed Landscape at Outpost 12/24	\$ 7,863.00
Ruppert Landscape, LLC	101463	690517	Monthly Landscape Maintenance 12/24	\$ 30,054.60
SESAC, INC.	101499	10806759	Music Contract Account #69732 01/25-12/25	\$ 386.00
Southern Breeze Outdoor Furnishings, LLC	101520	2691-2 Balance	Balance for Pool Furniture & Umbrellas 01/25	\$ 71,462.37
Southern Breeze Outdoor Furnishings, LLC	101520	2692-2 Balance	Balance for Tennis Furniture & Umbrellas 01/25	\$ 14,279.62
Synlawn Jacksonville	101516	7235 Deposit	Installation of Pavers 01/25	\$ 2,782.50
TECO Peoples Gas	20250129-02	211011457499 12/24 ACH	Natural Gas Services - 182 Kayak Way 12/24	\$ 72.49
TECO Peoples Gas	20250129-01	221008807523 12/24 ACH	Natural Gas Services - 2105 Shearwater Pkwy 12/24	\$ 68.19
The Sherwin-Williams Co., Inc.	101500	2283-8312-1 Summary 12/24	Miscellaneous Paint Supplies 12/24	\$ 60.44
Tony J. Matus	20250106-01	1054670 ACH	Deputy Services 12/14/24	\$ 173.25
Tri-County Safety and Security	101464	B-1059	Public Safety Services 11/24	\$ 2,942.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2025 Through January 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Tri-County Safety and Security	101479	B-1097	Public Safety Services 12/24	\$ 3,098.52
Tri-County Safety and Security	101517	B-1118	Public Safety Services 01/25	\$ 1,894.52
Trout Creek CDD	DC011325	DC011325	Debit Card Replenishment 01/13/25	\$ 2,086.87
Trout Creek CDD	DC013025	DC013025	Debit Card Replenishment 01/30/25	\$ 2,224.90
VGlobal Tech	101474	6914	Website Maintenance 01/25	\$ 175.00
Vincent J Sajkowski	101475	VS010625	Board of Supervisors Workshop 01/06/25	\$ 200.00
Vincent J Sajkowski	101501	VS011525	Board of Supervisors Workshop 01/15/25	\$ 200.00
W.B. Mason Co., Inc.	101465	251287250	Miscellaneous Operating Supplies 12/24	\$ 159.98
W.B. Mason Co., Inc.	101502	251448782	Miscellaneous Operating Supplies 01/25	\$ 270.55
W.B. Mason Co., Inc.	101502	251453402	Miscellaneous Operating Supplies 01/25	\$ 79.98
W.B. Mason Co., Inc.	101503	251578266	Miscellaneous Operating Supplies 01/25	\$ 5.99

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2025 Through January 31, 2025

<u>Vendor Name</u>	<u>Check Numbe</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
W.B. Mason Co., Inc.	101509	251657607	Miscellaneous Operating Supplies 01/25	\$ 260.90
W.B. Mason Co., Inc.	101509	251726880	Miscellaneous Operating Supplies 01/25	\$ 49.98
W.B. Mason Co., Inc.	101509	251741145	Miscellaneous Operating Supplies 01/25	\$ 311.56
W.B. Mason Co., Inc.	101509	251787553	Miscellaneous Operating Supplies 01/25	\$ 163.90
W.B. Mason Co., Inc.	101518	251907446	Miscellaneous Operating Supplies 01/25	\$ 210.89
Wayne Automatic Fire Sprinklers, Inc.	101480	1188059	Service Call 12/24	\$ 1,000.00
Wellbeats, Inc.	101510	EPIV00000096587	WBC_PLUS Content Period 01/25	\$ 249.00
Zerorez, Inc.	101504	134958	Tile Clean - Rubber Floors in Gym 11/24	<u>\$ 1,100.00</u>
Report Total				<u>\$ 395,457.69</u>