



Rizzetta & Company

Trout Creek Community Development District

**Board of Supervisors' Meeting
January 18, 2023**

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

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

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

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

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

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

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

January 11, 2023

AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **January 18, 2023 at 3:00 p.m.** located at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092. The following is the agenda for the meeting:

- 1. CALL TO ORDER / ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on December 14, 2022.....Tab 1
 - B. Ratification of the Operation and Maintenance Expenditures for November 2022Tab 2
 - C. Ratification of Requisitions.....Tab 3
 1. CUS Series 2020; 84-92, 93-98, 99-100, 102, 104-107
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 1. Update on Tree Remediation
 - C. Construction Administrator
 - D. Landscape Manager
 1. Prestige Landscape Report.....Tab 4
 2. VerdeGo Landscape Report.....Tab 5
 - i. Consideration of VerdeGo Proposal for Falls Park Common Beds.....Tab 6
 - E. Community Director.....Tab 7
 1. Charles Aquatics Service Report.....Tab 8
 - F. District Manager
- 5. BUSINESS ITEMS**
 - A. Discussion Regarding Janitorial Services
 - B. Consideration of Maintenance ATV Golf Cart
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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

Yours kindly,
Melissa Dobbins
Melissa Dobbins

Tab 1

MINUTES OF MEETING

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

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The **special** meeting of the Board of Supervisors of Trout Creek Community Development District was held on **December 14, 2022, at 2:00 p.m.** at The Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

Present and constituting a quorum:

Mike McCollum	Board Supervisor, Chairman
Vincent Sajkowski	Board Supervisor, Vice Chairman
Clint Wright	Board Supervisor, Assistant Secretary
Frank Murphy	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Co., Inc.
Katie Buchanan	District Counsel, Kutak Rock, LLP
Brad Davis	District Engineer, Prosser Inc.
Barry Jeskewich	Community Director, CCMC

Members of the public present.

FIRST ORDER OF BUSINESS

Call to Order

Ms. Dobbins called the meeting to order at 2:08 p.m.

SECOND ORDER OF BUSINESS

**Audience Comments
Agenda Items**

Audience member commented that all comments (agenda and general) should be allowed early.

THIRD ORDER OF BUSINESS

**Administration of Oath of
Office**

Ms. Dobbins administered the oath to Mr. Sajkowski and Mr. Wright prior to the start of the meeting.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution
2023-02; Designating Officers**

The Board selected Mike McCollum as Chair, Vincent Sajkowski as Vice Chair and Clint Wright, Frank Murphy, and Ryan Stone as Assistant Secretaries. Ms. Dobbins stated that the remaining officers per the resolution are not voting positions but need to be held by staff employed by the District Management firm, Rizzetta & Company, to handle their administrative duties. The Board selected Melissa Dobbins and Lesley Gallagher as Assistant Secretaries, Bob Schleifer as Secretary, Scott Brizendine Treasurer and Shawn Wildermuth as Assistant Treasurer.

On a motion by Mr. Murphy, seconded by Mr. Wright, with all in favor, the Board adopted Resolution 2023-02; Designating Officers, for Trout Creek Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of the Minutes of
the Board of Supervisors'
Meeting held November 16, 2022**

On a motion by Mr. Murphy, seconded by Mr. McCollum, with all in favor, the Board approved the minutes of the Board of Supervisors' Meeting held November 16, 2022, for Trout Creek Community Development District.

SIXTH ORDER OF BUSINESS

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

On a motion by Mr. Murphy, seconded by Mr. Sajkowski, with all in favor, the Board ratified the Operation and Maintenance Expenditures for October 2022 in the amount of \$243,071.54, for Trout Creek Community Development District.

SEVENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
Ms. Buchanan noted she still was reviewing policies with staff to see if there are any other changes necessary.
- B. District Engineer
 - 1. Review Arborist and Soil Specialist Proposals
(under separate cover)
Mr. Davis reviewed two proposals that he received from The Branch Manager and ECS Florida, LLC in regard to Tree Assessment and Remediation. He noted he contacted a third group, but they dropped out. Discussion ensued.

The board approved moving forward with ECS Florida, LLC. (Exhibit A).

On a motion by Mr. Murphy, seconded by Mr. McCollum, with all in favor, the Board approved moving forward with ECS Florida, LLC, in the amount of \$8,250, with an additional request of including a schedule within the final agreement, for Trout Creek Community Development District.

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Mr. Wright noted that he does have a concern regarding the roads and their conditions. The Board requested the District Engineer to look at the roadways and provide an analysis.

- C. Construction Administrator
There was no report.

- D. Landscape Manager
Mr. Murphy requested VerdeGo to provide more detail in their meeting reports.

- E. Community Director
Mr. Jeskewich reviewed his report. Mr. McCollum requested that this report get added to the agenda packet.
 - 1. Charles Aquatics Service Report

- F. District Manager

EIGHTH ORDER OF BUSINESS **Ratification of Shearwater Phase 3A Change Order #4**

On a motion by Mr. Murphy, seconded by Mr. Wright, with all in favor, the Board ratified the Shearwater Phase 3A Change Order #4, for Trout Creek Community Development District.

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NINTH ORDER OF BUSINESS **Review Updated CCMC Agreement (under separate cover)**

Mr. Jeskewich provided an updated compensation breakout (Exhibit B) between the HOA and CDD which is an exhibit to the CCMC Agreement. It was noted that other exhibits regarding petty cash and process of deposits also needs to be updated within their agreement. After discussion the Board approved the revised compensation exhibit and updates to the CCMC Agreement in substantial form and authorized Mr. Murphy to review them to approve in final form for the Chair to execute.

On a motion by Mr. Murphy, seconded by Mr. McCollum, with all in favor, the Board approved the updated CCMC agreement, for Trout Creek Community Development District.

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124 **TENTH ORDER OF BUSINESS**

**Audience Comments and
Supervisor Requests**

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126 **Supervisor Requests:**
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128 Mr. Sajkowski requested that the Board consider providing comments back to residents
129 immediately instead of waiting until the end of the Audience Comment section. The
130 Board was in agreement to try it to see how it goes but were cautioned by staff that this
131 can prolong the meeting and get into several back and forth debates or conversations.
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133 **Audience Comments:**
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135 Audience had comments and concerns regarding the following:
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- 137 - Concerns regarding CCMC staff taking on more of the maintenance services,
138 especially if they had staff out and maintenance was not able to get completed.
- 139 - Reports regarding light outages at the entrance.
- 140 - Request for more staff so amenity hours are longer, and residents can use the
141 facility more.
- 142 - Request for more security.
- 143 - Comments and suggestions that plant beds should also be reviewed and
144 assessed and added to ECS scope.
- 145 - Concerns regarding roadways and truck use. Counsel did note that builders also
146 pay assessments and are contributing to the same cost for maintenance and
147 repairs and for the benefit to use the roads.
- 148 - Request for new pool cushions. The board request Mr. Jeskewich to review this
149 matter further.
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152 **ELEVENTH ORDER OF BUSINESS**
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Adjournment

On a motion by Mr. Murphy, seconded by Mr. Sajkowski, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 4:08 PM, for Trout Creek Community Development District.

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Secretary /Assistant Secretary

Chairman / Vice Chairman

DRAFT

Exhibit A



ECS Florida, LLC

Proposal for Tree Assessment and Remediation

Shearwater
100 Kayak Way, St. Augustine, Florida 32092

For: Trout Creek CDD c/o Rizzetta and Company

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

ECS Proposal Number 55:8598

December 13, 2022



December 13, 2022

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

ECS Proposal No. 55:8598

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

Dear Ms. Dobbins:

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

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

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

ECS Florida, LLC

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

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

PROJECT INFORMATION AND SCOPE OF SERVICES

Project Description

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

Scope of Services

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

Arboriculture Services

Common Areas Tree Health Assessment and Remediation

1. **Review provided documents such as: Arborist report and Landscape Architect Memo.**
2. **Field inspection of site and trees with Prosser Landscape Architect.**
3. **Evaluate and provide an opinion on the overall condition of the common area landscape with a focus on Live Oaks.**
4. **Evaluate and provide an opinion on environmental and climatic conditions including soils and landscape setting based on visual observation.**
5. **Describe any visually discernible recurring patterns of tree failure or potential tree failure.**
6. **Provide an opinion on potential mitigation/remediation options to improve the health and long-term sustainability of the tree. Address the likelihood of effectiveness, residual risk, order of magnitude cost, and the frequency of mitigation/remediation actions. The cost of any recommended improvements and their longevity will vary and must be weighed against the benefits before deciding what actions to take.**
7. **The analysis is expected to include drainage, soils and foliage analyses, as well as a root analysis, as needed to provide an understanding of existing soil conditions and root health. These analyses should be comparative in nature as it relates to the location and condition of a healthy tree vs a non-healthy tree.**
8. **Deliverables: Formal letter report including collected data, observations, evaluations, illustrating images opinions and recommended actions. Known as the Appropriate Response Process (ARP). Provide a draft ARP report for review and issue a final report with revisions as appropriate. Report will be provided electronically in PDF format (no hard copies required).**
9. **Presentation/meetings: Attend a CDD meeting to present a summary of the observations, opinions developed and recommendations and be available for subsequent questions and potential CDD meetings.**

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

Out of Scope Items

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

Safety

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

PROJECT FEES AND SCHEDULE

Project Fees*

Ecological Services

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

ECS' Standard Unit Rates

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

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

Meetings/Project Coordination

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

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

Project Schedule

Ecological Services

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

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

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

LIMITATIONS AND ASSUMPTIONS

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

We have made the following assumptions in developing this proposal:

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

- Additional field visits, if requested, will require additional fees.
- Wetland services do not include the wetland boundary surveying services by a Professional Licensed Surveyor.

PROPOSAL ACCEPTANCE

Insert applicable WordBank

PROPOSAL ACCEPTANCE

Scope of Services	Fees	Initial for Authorization
Preliminary Threatened & Endangered Species Assessment and Preliminary Wetlands Determination	\$8,250	
Phase I Environmental Site Assessment	\$	
Optional Environmental Lien and AUL Search	\$250 per parcel	

PROPOSAL INFORMATION	
ECS Proposal Number	55:8598
Scope of Work	Tree Assessment and Remediation
Location	100 Kayak Way, St. Augustine, Florida
CLIENT INFORMATION	
Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	
Date of Execution	
Proposal Addressee - Name	Melissa Dobbins
Proposal Addressee - Company	Trout Creek CDD c/o Rizzetta and Company
INVOICE INFORMATION	
Please Print or Type Below if Invoice Addressee Different Than Proposal Addressee or Special Invoicing Instructions	
Invoice Addressee - Name	
Invoice Addressee - Company	
Invoice Addressee - Street Address 1	
Invoice Addressee - Street Address 2	
Invoice Addressee - City, State, Zip Code	
Invoice Addressee - Email	





Attached to this proposal and an integral part of our proposal, are our "Terms and Conditions of Service". These terms and conditions represent the current recommendations of the Geoprofessional Business Association (GBA), the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we have a signed contract prior to the release of any information. This letter is the agreement for our services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to us.

TERMS AND CONDITIONS

Invoice Addressee - Phone Number	Client PO or Project Number

Client:

ECS ENTITY TERMS AND CONDITIONS OF SERVICE

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

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

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

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

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

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

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

4.0 CLIENT DISCLOSURES

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

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

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

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

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

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

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

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

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

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

8.0 UNDERGROUND UTILITIES

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

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

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

9.0 SAMPLES

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

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

10.0 ENVIRONMENTAL RISKS

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

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

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

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

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

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS

cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

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

12.0 SAFETY

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

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

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

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

15.0 BILLINGS AND PAYMENTS

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

16.0 DEFECTS IN SERVICE

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

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

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.
- 19.0 INDEMNIFICATION**
- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity in any lawsuit brought under this Agreement.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 21.3 Pursuant to Fla. Stat. Sections 558.002 and 558.0035, CLIENT agrees that an individual employee or agent of ECS may not be held individually liable for negligence for acts or omissions arising out of the Services.
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.
- 30.0 TITLES; ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

Exhibit B

EXHIBIT B

Community Director
(full-time)
20% TCCDD
80% HOA
Not to Exceed \$28,000 annually

Lifestyle Director
(full-time)
100% TCCDD
0% HOA
Not to Exceed \$95,000 annually

Assistant Community Director
(full-time)
20% TCCDD
80% HOA
Not to Exceed \$19,000 annually

Community Ambassador
(full-time)
50% TCCDD
50% HOA
Not to Exceed \$29,000 annually

Facilities Director
(full-time)
50% TCCDD
50% HOA
Not to Exceed \$47,000 annually

Design & Community Standards Coordinator
(full-time)
5% TCCDD
95% HOA
Not to Exceed \$4,500 annually

Maintenance Technician
(full-time)
50% TCCDD
50% HOA
Not to Exceed \$29,000 annually

Café Host
(seasonal, part-time)
100% TCCDD
0% HOA
Not to Exceed \$8,000 annually

Total Payroll Not to Exceed \$260,000 Annually

Tab 2

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures Presented For Board Approval November 2022

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2022 through November 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$99,965.98**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
AMTEC	100118	11/22/6466	Arbitrage Rebate Series 2020	\$ 450.00
Art-Z-Faces, Inc.	100132	Christmas Party 12/22	Talent for Christmas Party 12/22	\$ 700.00
ASCAP	100117	500826540	License Fees 11/22-10/23	\$ 748.44
Bouncers, Slides and More, Inc.	100113	10012022.03	Movie Screen & Popcorn Machine Rental 10/22	\$ 500.00
Bouncers, Slides and More, Inc.	100113	10292022.26	Hayride, Inflatable Rental 10/22	\$ 2,130.00
Charles Aquatics, Inc.	100098	46258	Fountain Maintenance 10/22	\$ 400.00
Charles Aquatics, Inc.	100098	46409	Pond Maintenance 10/22	\$ 1,561.00
Charles Aquatics, Inc.	100133	46644	Pond Maintenance 11/22	\$ 1,561.00
Charles David Roane	100134	DR111622	Board of Supervisors Meeting 11/16/22	\$ 200.00
Colden Company, Inc.	100120	16111	Service Call 10/22	\$ 498.33
Dante M Smalls	100099	INV-090222-1	3 Hour Photo Booth Rental 08/22	\$ 600.00
Dante M Smalls	100121	110522 Smalls	Spin Shots 360 11/22	\$ 600.00
Earth Kinship LLC	100100	17	Owl Prowl 10/22	\$ 350.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures



November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Natural Gas	100135	736594ES	Natural Gas 11/22	\$ 22.58
Frank Murphy	100101	FM101922	Board of Supervisors Meeting 10/19/22	\$ 200.00
Frank Murphy	100136	FM111622	Board of Supervisors Meeting 11/16/22	\$ 200.00
Gary Joshway Sr.	100123	110822 Joshway	Live Band 11/22	\$ 800.00
Greenway Lawn & Landscape	100102	20431	Install Mulch on Playground 09/22	\$ 1,200.00
Howard Services, Inc.	100137	S-14620	AC Repairs 10/22	\$ 7,266.65
IPFS Corporation	100124	120122 IPFS	Insurance Second Payment	\$ 5,099.22
Jani-King - First Coast Franchising	100122	JAK10220661	Janitorial Services 10/22	\$ 564.00
Kutak Rock, LLP	100103	3124402	Legal Services 09/22	\$ 4,044.69
M&G Holiday Lighting	100112	1740	Holiday Lighting 11/22- Deposit	\$ 3,729.35
Michael T. Gruber	100104	MG101922	Board of Supervisors Meeting 10/19/22	\$ 200.00
Michael T. Gruber	100138	MG111622	Board of Supervisors Meeting 11/16/22	\$ 200.00
Nadars - Arrow Exterminators Inc.	100131	48491749	Sentricon Installation 08/22	\$ 1,214.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Nadars - Arrow Exterminators Inc.	100131	48492048	Termite Services 08/22	\$ 700.00
Nadars - Arrow Exterminators Inc.	100119	48571110	Rodent Control Services 09/22	\$ 176.00
Nadars - Arrow Exterminators Inc.	100119	48646861	Pest Control Services 09/22	\$ 110.00
Nadars - Arrow Exterminators Inc.	100119	48646865	Pest Control Services 09/22	\$ 90.00
Nadars - Arrow Exterminators Inc.	100119	49026995	Pest Control Services 10/22	\$ 110.00
Nadars - Arrow Exterminators Inc.	100119	49051717	Pest Control Services 10/22	\$ 55.00
Nadars - Arrow Exterminators Inc.	100119	49051718	Rodent Control Services 10/22	\$ 33.00
	100139	SHSO22CAD257995	Deputy Services 11/22	\$ 330.00
Performance Electrical Contracting, Inc.	100126	TC-CHALET01	Electrical Services 09/22	\$ 1,371.13
Prestige Landscapes of North Florida, Inc.	100105	2566	Landscape Services 09/22	\$ 4,761.66
Rizzetta & Company, Inc.	100106	INV0000072587	District Management Fees 11/22	\$ 4,427.59
	100107	SJSO22CAD235623	Deputy Patrol 10/22	\$ 165.00
Roy Green	100127	110522 Green	Bingo 11/22	\$ 250.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ryan Scott Stone	100108	RS101922	Board of Supervisors Meeting 10/19/22	\$ 200.00
Ryan Scott Stone	100140	RS111622	Board of Supervisors Meeting 11/16/22	\$ 200.00
Surfside Pools	100141	18003	Monthly Pool Service 09/22	\$ 3,500.00
Surfside Pools	100141	181054	Monthly Pool Service 10/22	\$ 3,500.00
██████████	100109	SJSO22CAD87343	Deputy Patrol 10/22	\$ 165.00
TECO	100142	211011457499 1/2	Natural Gas Services 11/22	\$ 408.43
TECO	100114	221008207849 4/11	Natural Gas Services 08/22	\$ 362.80
TECO Peoples Gas	100115	211011457499 09/22B	Natural Gas Services 09/22	\$ 33.46
The Bank of New York Mellon	100143	252-2501372	Trustee Fees 10/01/22-09/30/23	\$ 4,100.00
The Rift VR Games and Fun LLC	100128	102222 Rift	Community Boo Bash 10/22	\$ 1,800.00
Trutech LLC	100144	2813356	Pest Control Services 08/22	\$ 122.00
Trutech LLC	100144	2871883	Pest Control Services 09/22	\$ 122.00
VerdeGo, LLC	100110	9631B	Landscape Maintenance 10/22	\$ 25,835.66

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
VerdeGo, LLC	100110	9631C	Landscape Maintenance 10/22	\$ 3,191.27
Vesta Property Services, Inc.	100111	403351	Lifeguard/Supervisor/Pool 09/22	\$ 6,969.51
Vexacor Supply Group, LLC	100145	A-564725	Coffee Bar Rental 11/22	\$ 293.21
Vexacor Supply Group, LLC	100145	M564805	Coffee Bar Rental 11/22	\$ 165.00
VGlobal Tech	100129	4355	Website Maintenance 10/22	\$ 300.00
██████████	100130	SJSO22CAD241075	Deputy Patrol 10/22	\$ 330.00
Wellbeats, Inc.	100146	EPIV00000068264	WBC-PLUS Content Period 11/01/22	\$ 249.00
William Guerrant	100116	4	Shuttle Service 10/22	\$ <u>500.00</u>
Report Total				<u><u>\$99,965.98</u></u>

Tab 3

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

October 17, 2022

RIZZETTA & COMPANY, INC.
Trout Creek, Custody Account
Attn: Bill James
2806 N. Fifth Street, Unit 403
St. Augustine, FL 32084

RE: Custody Account, Series 2020
Requisitions for Payment

Dear Bill:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA

- A. KUTAK ROCK VIA USPS**
- B. ALL OTHERS VIA UPS**

REQUISITION NO.	PAYEE	AMOUNT
CUS 84	Kutak Rock LLP	\$2,272.00
CUS 85	Prosser, Inc.	\$13,918.80
CUS 86	Vallencourt Construction Co., Inc.	\$196,457.01
CUS 87	Vallencourt Construction Co., Inc.	\$283,270.65
CUS 88	Besch and Smith Civil Group, Inc.	\$221,385.55
CUS 89	Hardscape Construction, Inc.	\$31,000.00
CUS 90	Kutak Rock LLP	\$704.00
CUS 91	Prosser, Inc.	\$6,598.75
CUS 92	Besch and Smith Civil Group, Inc.	\$236,613.96

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

Sincerely,

TROUT CREEK

COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins

Regional District Manager

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

December 21, 2022

RIZZETTA & COMPANY, INC.
Trout Creek, Custody Account
Attn: Brian L'Heureux
2806 N. Fifth Street, Unit 403
St. Augustine, FL 32084

RE: Custody Account, Series 2020
Requisitions for Payment

Dear Brian:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA

- A. PERFORMANCE ELECTRICAL VIA USPS**
- B. PROSSER, STEPHENS ADVERTISING, AND VALLENCOURT VIA UPS**

REQUISITION NO.	PAYEE	AMOUNT
CUS 93	Performance Electrical Contracting, Inc.	\$1,371.13
CUS 94	Prosser, Inc.	\$18,026.20
CUS 95	Stephens Advertising	\$6,550.00
CUS 96	Vallencourt Construction Co., Inc.	\$104,022.76
CUS 97	Vallencourt Construction Co., Inc.	\$27,538.29
CUS 98	Vallencourt Construction Co., Inc.	\$110,537.55

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

Sincerely,

TROUT CREEK

COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins

Regional District Manager

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

December 27, 2022

RIZZETTA & COMPANY, INC.
Trout Creek, Custody Account
Attn: Brian L'Heureux
2806 N. Fifth Street, Unit 403
St. Augustine, FL 32084

RE: Custody Account, Series 2020
Requisitions for Payment

Dear Brian:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA

- A. KUTAK ROCK VIA USPS**
- B. RANDY SUGGS AND VALLENCOURT VIA UPS**

REQUISITION NO.	PAYEE	AMOUNT
CUS 99	Kutak Rock, LLP	\$480.00
CUS 100	Randy Suggs Landscaping	\$43,829.55
CUS 102	Vallencourt Construction Co., Inc.	\$128,154.20
CUS 104	Vallencourt Construction Co., Inc.	\$56,366.71
CUS 105	Vallencourt Construction Co., Inc.	\$71,731.25
CUS 106	Vallencourt Construction Co., Inc.	\$28,075.23
CUS 107	Vallencourt Construction Co., Inc.	\$3,337.71

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

Sincerely,

TROUT CREEK

COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins

Regional District Manager

Tab 4

December, 2022

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

Re: Landscape Maintenance Service Report

Dear Mr. Jeskewich,

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

Bi-Weekly Maintenance

Our crews are performing detail work each site visit. With the turf now into dormancy, our crews are instructed to keep the mow height at our summer height which is 4.5". We are also hand pulling any winter turf weeds that pop up so we do not have regrowth throughout the property.

Irrigation

Our irrigation team completed the monthly inspection which included nozzle cleaning and head/nozzle adjustments as needed throughout the property. We have reduced our run times and run days to adjust for the off season. Prior to the freezing temps in mid Dec., we instructed our technician to turn off the irrigation timers. This was to ensure we were not running irrigation in freezing temps.

Agronomics

Our chem team completed the Dec. 2022 application, which will push the turf through the winter months. This application will also carry a pre-emergent for weed control.

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

Sincerely,

Chris Kenny
Owner/President
chris@pliflorida.com
904.315.8041

Tab 5

VerdeGo

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



LANDSCAPE STATUS REPORT

REPORT SUMMARY

REPORT DATE	PROPERTY NAME	PREPARED BY	MONTH OF SERVICE
January 4 2023	Shearwater	Scott Settlemares	December 2022

SERVICES SUMMARY

COMPLETED IN {{MAIN.SERVICEMONTH}}

- Full-Service Maintenance (Mowing/Edging/String Trimming/ Blowing)
- Detail Work (Weeding/Pruning)
- Irrigation Inspection Wet Check- Cut back on watering daily watering percentages

ANTICIPATED FOR NEXT MONTH

- Full-Service Maintenance (Mowing/Edging/String Trimming/ Blowing)
- Detail Work (Weeding/Pruning)
- Irrigation Inspection Wet Check
- St Augustine and Bermuda Turf Pre-Emergent Treatment

COMMENTS

TURF

Turf has entered full dormancy which means less watering and less mowing frequency. Some turf may have sustained permanent damage from the early hard freeze for consecutive days. Any permanent damage cannot be assessed at this time because of dormancy. We will begin to have an idea of any damages as the weather changes getting closer to spring.

TREES & SHRUBS

Tree and shrub growth has slowed dramatically. Some of the more delicate plants and shrubs have suffered damage from the 3 day stretch of below freezing temperatures. Any plants that need removal/cutback from the cold damage will not be removed/cutback until next month or until we don't have any forecasted freezing temperatures. Doing this now will not help the plants. The dead material above ground insulates the plants from any more damage.

PLANT BEDS

Plant beds have received mulch in the majority of the community, some areas are still outstanding. We are working with the Community Director on getting these completed. Weed suppression has improved with the application of mulch over the last 3 months.

OTHER

Ornamental grasses are being scheduled to start cutback in February, with completion before the spring.

Tab 6



PROPOSAL

Mailing Address

Trout Creek CDD
 Trout Creek CDD c/o Rizetta & Company
 3434 Colwell Ave, Suite 200
 Tampa, FL 33614

Job Address

Shearwater
 100 Kayak Way
 St. Augustine, FL 32092

Date: October 31, 2022

Phone: Tampa

Opportunity#: 9811

Job Summary:

After walking the falls park common areas on 10/26/22 with the community director, a member of the board and 2 members of the landscape group, I was asked to come up with a solution to remedy a few areas of concern regarding bed washouts onto the community walking paths around the south fields of falls park. Proposal is to add turf to bed areas that meet the walkway to prevent the washout of soil and mulch which is causing the decline of the plants in these specific areas. Remove declining plants and replace with plants to match the surrounding beds. My recommendation for adding turf and replacing plants where necessary was discussed with the group on 10/26/22.

Bench @ Boylston court @ Falls Park

Bench @ Tilden Court @ Falls Pond

Bench @ Sumter @ Falls Park

Common plant bed next to 150 Boylston Court

Landscape Enhancement

Quantity	Description	Unit	Unit Price	Ext Price
48.00	Labor and Prep	Hr	\$43.50	\$2,088.00
11.00	Viburnum Odoratissimum - (e)	7g	\$55.00	\$605.00
6.00	Walters Viburnum - (e)	3g	\$19.00	\$114.00
125.00	Pink Muhly Grass - (e)	3g	\$19.00	\$2,375.00
3.00	St Augustine Sod	Pallet	\$687.50	\$2,062.50
5.00	Mulch, Pine Bark - Installed	CY	\$65.00	\$325.00
1.00	Irrigation Allowance	LS	\$200.00	\$200.00
Landscape Enhancement Total				\$7,769.50



PROPOSAL

Proposal Total: \$7,769.50

Note: This proposal includes all labor and material necessary to complete the job.

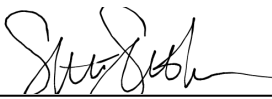
Payment due 30 days after receipt of invoice.

All material is guaranteed for one year as long as proper maintenance and landscape practices are being performed. All work to be completed in a workman-like manner according to standard practices. Any changes or additional work from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimates. Any verbal authorizations given by the customer will be treated the same as a written order even if authorization is not written.

Verdego employees are fully covered by workman's compensation insurance.

ACCEPTANCE OF PROPOSAL

I/WE have reviewed your proposal and hereby indicate our acceptance of the same, as per the scope, specifications and amounts mentioned in the proposal form. I/We agree to the proposed terms of payment and will release the funds as per agreed herein.

By 
Scott Settlemyres

Date 10/31/2022
VerdeGo

By _____

Date _____
Trout Creek CDD

Tab 7



SHEARWATER®

Trout Creek Community Development District
Board of Supervisor Meeting
January 18, 2023
CCMC Management Report

- Administrative/Operations:
 - Personnel update
 - Notification of Sharks Swim Team to consider 2023 Contract in February
- Landscaping:
 - Introduction of Landscape Club
- Maintenance:
 - Update on the replacement of porch seating cushions
- Safety & Security
 - No incidents to report
 - Monitoring proposal

Tab 8



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: December 13, 21, 2022

Biologists: Jim Charles,
Shayne Wilford, Justin Powers

Client: Trout Creek CDD

Waterways: 24 ponds

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



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



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



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



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



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



Pond 3a: This pond was a 7 (good condition). Water level is normal.



Pond 6: This pond was an 8 (good condition). Water level is normal. Checked fish barrier.



Pond 7a: Pond was an 8 (good condition). Water level is normal. Sprayed out flow area on other side of the road. Will remove dead vegetation next month.



Pond 7b: Pond was a 7 (good condition). Water level is normal. Treated perimeter for torpedo grass by boat.



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



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



Pond 9a: Pond was an 8 (good condition). Water level is normal.



Pond 9b: Pond was an 8 (good condition). Water level is normal. Noted minor erosion along shoreline.



Pond 9c: Pond was in improved condition. Water level was normal. Noted erosion issues on this pond also.



Pond 10a: Pond was a 7 (good condition). Water level is good. Treated perimeter for torpedo grass and maiden cane by boat.



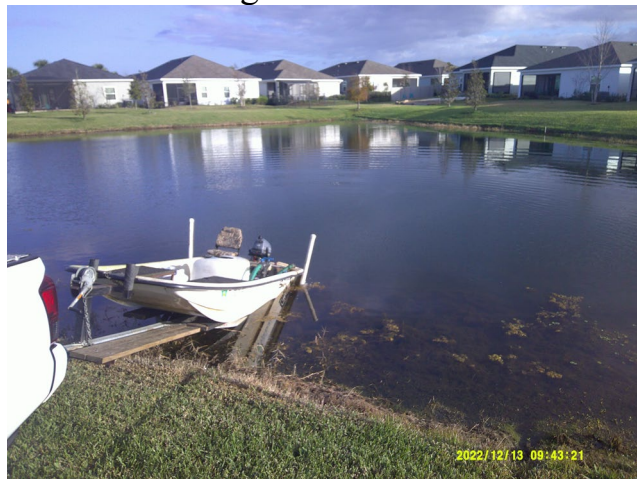
Pond 10c: Pond was an 8 (good condition). Water level is normal.



Pond 10d: Pond was a 7 (fair condition). Treated perimeter for torpedo grass.



Pond 11a: Pond was a 7 (fair condition). Checked fish barrier. Treated perimeter for submersives and algae.



Pond 11b: Pond was in poor condition due to a submersive aquatic weed, Southern naiad. Water level is good. Treated pond aggressively for naiad. Also treated for minor cattails.



Pond 11c: Pond was an 8 (good condition). Water level is normal.



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



Pond 14: Pond was in good condition. Water level is good. Treated perimeter for torpedo grass and pennywort by boat.



Pond 14b: Pond was in good condition. Water level is normal. Treated the perimeter for pennywort and torpedo grass.



Jim Charles



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: December 29, 2022
Wilford

Techs: Clayton Wilford/ Shayne

Client: Trout Creek CDD

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

Fountain Towers Before Cleaning:



Fountain Towers After Cleaning:



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