



Rizzetta & Company

# **Trout Creek Community Development District**

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**Board of Supervisors' Meeting  
March 20, 2024**

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

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

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

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

## **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](http://www.troutcreekcdd.org)

Board of Supervisors  
Trout Creek Community  
Development District

March 13, 2024  
Rev. 3.19.2024

## REVISED FINAL AGENDA

Dear Board Members:

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

1. **CALL TO ORDER / ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on February 21, 2024.....Tab 1
  - B. Ratification of the Operation and Maintenance Expenditures for February 2024.....Tab 2
4. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
    - 1.) Stormwater Outfall Repair Update
    - 2.) Discussion of Proposed Change of Use to Property Adjacent to Shearwater
  - C. Construction Administrator
  - D. Landscape Reports
    - 1.) Phase 1 – The Greenery.....Tab 3
    - 2.) Phase 2 – Tree Amigos.....Tab 4
      - a.) Consideration of Landscape Enhancement Proposals
        - i.) Playground Mulch at Falls Park
        - ii.) Playground Mulch at Outpost
    - 3.) Phase 3 – Prestige.....Tab 5
  - E. Charles Aquatics Service Report.....Tab 6
  - F. General Manager.....Tab 7
    - 1.) General Manager Operation Report
    - 2.) Café Sales Report
    - 3.) Expense Report
  - G. District Manager
5. **BUSINESS ITEMS**
  - A. Consideration of Sharks Swim Team Revised Schedule.....Tab 8
  - B. Consideration of Charles Aquatics Amendment Proposal.....Tab 9
  - C. Discussion Regarding Landscape Turnover.....Tab 10
    - 1.) Phase 1 Greenery – Remediation Report & Proposals
    - 2.) Phase 2 Tree Amigos – Remediation Reports & Proposals
  - D. Consideration of Shearwater Phase 3F - Roadway Easement and Shearwater Phase 3D.....Tab 11
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 meeting of the Board of Supervisors of Trout Creek Community Development District was held on **February 21, 2024, at 3:00 p.m.** at The Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

Present and constituting a quorum:

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

Also present were:

Melissa Dobbins	<b>District Manager, Rizzetta &amp; Co., Inc.</b>
Katie Buchanan	<b>District Counsel, Kutak Rock, LLP</b>
Matt Melchiori	<b>District Engineer, Prosser Inc. (Speakerphone)</b>
Belynda Tharpe	<b>General Manager, First Service Residential</b>
Tiffany Brun	<b>Assistant Manager, First Service Residential</b>
Jeremy Loar	<b>Maintenance Supervisor, First Service Residential</b>
Zach Higginbotham	<b>Account Manager, The Greenery</b>
Jim Proctor	<b>Account Manager, Tree Amigos (Speakerphone)</b>
David Roane	<b>Construction Administrator</b>

Members of the public present.

## FIRST ORDER OF BUSINESS

## Call to Order

Mr. McCollum called the meeting to order at 3:02 p.m.

## SECOND ORDER OF BUSINESS

Audience Comments on  
Agenda Items

No comments.

**THIRD ORDER OF BUSINESS****Consideration of the Minutes of  
the Board of Supervisors'  
held on January 17, 2024**

On a motion by Mr. Murphy, seconded by Mr. Wright, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held on January 17, 2024, for Trout Creek Community Development District.

**FOURTH ORDER OF BUSINESS****Ratification of the Operation  
and Maintenance Expenditures  
for January 2024**

On a motion by Mr. Murphy, seconded by Mr. Sajkowski, with all in favor, the Board ratified the Operation & Maintenance Expenditures for January 2024, in the amount of \$183,303.35, including Reserve Funds in the amount of \$12,300.00, for Trout Creek Community Development District.

**FIFTH ORDER OF BUSINESS****Staff Reports****A. District Counsel**

*\*The Board moved to agenda item 5C.*

**SIXTH ORDER OF BUSINESS****Discussion Regarding  
Landscape Turnover**

Ms. Buchanan updated the board that VerdeGo is holding tight until the new landscaper's audits are completed.

It was also brought to the Board's attention that there is a Stormwater Outfall that has failed and is being reviewed by the contractor and the District Engineer. An audience member noted that due to the failure a pump was continuously running outside his home for several months. The Board directed the staff to keep this item on the agenda so the District Engineer can provide updates to the Board until it's resolved.

**SEVENTH ORDER OF BUSINESS****Staff Reports****B. District Engineer****1.) Review of Updated Tree Amigos Drainage Proposal**

On a motion by Mr. Murphy, seconded by Mr. Wright, with all in favor, the Board approved Tree Amigo's drainage proposal, in the amount of \$14,380.00, for Trout Creek Community Development District.

**C. Construction Administrator**

Mr. Roane updated the Board that March 11<sup>th</sup> is the target date to pave Timberwolf Trail with a potential open date of April 1<sup>st</sup>.

**D. Landscape Reports****1.) Phase 1 - The Greenery**

Ms. Tharpe reminded the board that audits are due by Feb. 29th from both new landscape contractors.

Mr. Higginbotham reviewed maintenance updates with the Board for Phase 1 landscaping.

**2.) Phase 2 - Tree Amigos****i.) Irrigation Repair Proposal**

Mr. Proctor noted they have been on property about 15 days and have been doing a lot of clean up. They are working on their audit for Phase 2.

Mr. Proctor also noted the irrigation proposal is part of their audit inspection and is needed to keep the system running efficiently.

On a motion by Mr. Murphy, seconded by Mr. Sajkowski, with all in favor, the Board approved Tree Amigos' irrigation proposal, in the amount of \$9,654.00, for Trout Creek Community Development District.

**3.) Phase 3 – Prestige**

It was stated that the sulfur treatment will be put down once the weather temps are more stable.

**E. Charles Aquatics Service Report**

Mr. Loar will review pond 9C erosion issue that is mentioned in the report.

**F. General Manager**

Ms. Tharpe announced that they have hired a new Lifestyle Coordinator, Demetric Arnold.

She also updated the Board that they are moving forward as of March 1<sup>st</sup> with announcing to the community that anyone 14 or older will require a picture to get a fob to access the facilities. After a certain amount of time if a resident has not come in to do so, a temporary hold will be placed on their access until this is completed.

**1.) January 2024 Café Sales**

After discussion, the Board requested if staff could look at breaking out the “uncategorized” amount in the square system.

**2.) TicketLeap Reports****3.) Monthly Event Expense Report****4.) Review the “Nest” Use of Space**

Ms. Tharpe explained to the Board that staff is sharing office space and are at max capacity. The nest area could be converted to office space (without construction) to hold a couple desks for the staff.

Discussion ensued.

On a motion by Mr. Murphy, seconded by Mr. McCollum , with all in favor, the Board approved staff to convert the Nest area into office space, for Trout Creek Community Development District.

**5.) Update on Café Window**

Item was tabled to be reviewed next fiscal year.

**6.) Update on Amenity Center Perimeter Fence**

The Board reviewed the amenity fence proposal from Posey Family Outdoor Services, (Exhibit A), to install a 6-foot fence around the amenity area. The Board requested Mr. Loar to review where the current fence could be possibly used elsewhere on district property.

On a motion by Mr. Murphy, seconded by Mr. Sajkowski, with all in favor, the Board approved the Posey Family Outdoor Services Fence proposal in the amount of \$51,425.50, with a 50% deposit and to fund through the Reserve Account, for Trout Creek Community Development District.

**7.) Discussion Regarding Fundraising & Revenue Sharing Programs**

The Board reviewed allowing groups to fundraise on district property. It was stated if they allow one group to fundraise, they would be required to allow all groups. After discussion, the Board agreed to stay consistent and not take any further action to approve any fundraising on district property.

Mr. Wright requested counsel to review if there are districts that have approved fundraising and if so, to provide a copy of their policies as an example for possible alternative options.

**G. District Manager**

Ms. Dobbins updated the board that she will review possible dates in April with them next month for a budget workshop.

Also, she requested Ms. Tharpe to review cost of training for First Service Residential staff and reimbursement. Ms. Tharpe noted that Mr. Loar's position requires him to be CPO certified. She requested that the Board approve First Service Residential to be reimbursed \$369.00 for this training.

On a motion by Mr. McCollum, seconded by Mr. Sajkowski, with all in favor, the Board approved First Service Residential reimbursement for CPO training, in the amount of \$369.00, for Trout Creek Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Prestige  
Phase 3B-A Landscape  
Maintenance Proposal**

Ms. Dobbins noted this is the next area in Phase 3 that landscaping has been conveyed over to the CDD to maintain. Prestige did the original install and while maintaining the area will allow the district to keep its warranty.

On a motion by Mr. Murphy, seconded by Mr. McCollum, with all in favor, the Board approved Prestige's maintenance proposal for Phase 3B-A, in the amount of \$4,300.00 monthly effective February 1<sup>st</sup>, for Trout Creek Community Development District.

**NINTH ORDER OF BUSINESS**

**Discussion Regarding Fitness  
Equipment Options**

Mr. Wright reviewed his presentation on Gym Update/Revitalization, (Exhibit B). After discussion the Board approved purchasing items under Priority 1 and 2, not to exceed \$5,000.00 and to use Reserve Funds for the purchases.

On a motion by Mr. Murphy, seconded by Mr. Wright, with all in favor, the Board approved purchasing items under Priority 1 and 2, not to exceed \$5,000.00 and to fund through the Reserve Account, for Trout Creek Community Development District.

**TENTH ORDER OF BUSINESS**

**Supervisor Requests & Audience  
Comments**

**Supervisor Requests**

Mr. Wright reviewed an exploratory proposal for splash pad options at the amenities. The Board noted further research should be done but also a possible survey to the community should be sent out once true cost is determined to build and maintain, along with many other factors, this type of facility, which should be disclosed in the survey to be a part of the Board's and residents' consideration.

### Audience Comments

Comments and concerns were made regarding additional cost for a splash pad, true impact versus cost of sulfur treatments, county park plans not being approved yet, suggestions to lease fitness equipment, questions on new amenity fence and how effective it would be.

### ELEVENTH ORDER OF BUSINESS

### Adjournment

On a motion by Mr. McCollum, seconded by Mr. Sajkowski, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 5:28 p.m., for Trout Creek Community Development District.

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Secretary /Assistant Secretary

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Chairman / Vice Chairman

# **Exhibit A**

## Posey Family Outdoor Services

228 Little Owl Lane  
Saint Augustine, FL 32086 US  
904-347-9915  
poseyfamily1925@gmail.com  
<https://poseyfos.com>



## Estimate

### ADDRESS

Shearwater  
100 Kayak Way  
St Augustine, FL 32092

### SHIP TO

Shearwater  
100 Kayak Way  
St Augustine, FL 32092

### ESTIMATE

193833

### DATE

02/20/2024

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	Dump Trailer	Dump Trailer and Dump fees included in line 2 cost	0.00T
	Fence Removal	Remove existing fencing and disposal	2,500.00T
	Black Three Rail Aluminum Fencing	Install 6' High Commercial Grade Thickness Black Three Rail Aluminum Fencing	35,043.42T
	Fence Gate	Lockable Steel Gate to Slide Grey Powder Coated	6,500.00T
	Fence Gate	Custom black powder coated gates with push to open hardware from inside. Commercial grade hinges and latches 5'x6' : 1 4'x6' : 3	5,947.50T
	Warranty Information	Lifetime Workmanship Warranty Provided By Posey Family Outdoor Services	0.00

### MATERIALS

LIFETIME LIMITED  
WARRANTY  
WHAT IS  
COVERED BY  
THIS LIMITED  
WARRANTY . . .

Master Halco  
warrants the  
original purchaser  
and not any other  
purchaser, or  
subsequent owner,  
that its

Aluminum®  
Ornamental Fence  
System is free from  
defects in material  
or workmanship  
including cracking,  
peeling,

blistering and  
rusting. The  
Lifetime Limited  
Warranty applies  
only to living  
entities. Non-living  
entities shall  
include but not  
be limited to  
governments,  
municipalities,  
corporations, and  
commercial  
operations. All  
non-living entities  
shall receive a  
30-year limited  
warranty from the  
date of purchase.

This Limited  
Warranty applies  
only to systems  
constructed  
entirely of  
components  
manufactured  
and/or supplied by  
Master Halco.

Should your  
Aluminum  
Ornamental Fence  
System not  
conform to this  
Limited Warranty,  
Master Halco will  
repair  
or replace the  
nonconforming

component of the system, or refund an amount equal to the replacement component, at the sole option of Master Halco, which remedy is exclusive.

**WHAT IS NOT COVERED BY THIS LIMITED WARRANTY . . .**

Damage from abnormal or improper use or design, accident, neglect, abuse, abrasion, air pollutants, improper service or installation, or damage caused by flood, fire or act of God is not covered by this limited warranty. Use in harsh industrial environments is not warranted.

Fence installation	Install black aluminum fencing to the small wall area near fire pit entertainment area.	1,437.58T
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SUBTOTAL	51,428.50
TAX	3,342.85
<b>TOTAL</b>	<b>\$54,771.35</b>

Accepted By

Accepted Date

# **Exhibit B**

## **GYM Update/ Revitalization**

**Scope:** Based off resident feedback and ongoing issues with equipment, the 1<sup>st</sup> service team was tasked with seeking a bid to bridge shortfalls in exercise equipment, and gaps identified by the residents for a full body workout that is all inclusive to a diverse group of residents. In addition, the bid will seek to replace current equipment with a gym redesign (if necessary) to facilitate the new or replaced equipment, and a new maintenance contract to meet upkeep needs of a growing community.

**Supervisor Wright/ Jemery Proposal:** Would recommend that we purchase more strength training equipment at minimum two items this year (Decline Bench and Leg curl/ leg ext. The board should investigate cost of replacing all cardio with either a lease and do it all at once, or we could investigate replacing machines as large repairs are needed instead of spending hundreds of dollars on repairs. Most cardio equipment life span is 3 to 5 years with heavy use. Also, with request from residents, they are looking for a couple of spin bikes and 2 good stair machines (the current one is worn as is all the cardio equipment in the gym). Based off this recommendation, besides the weight equipment I would purchase a new or additional stair machine.

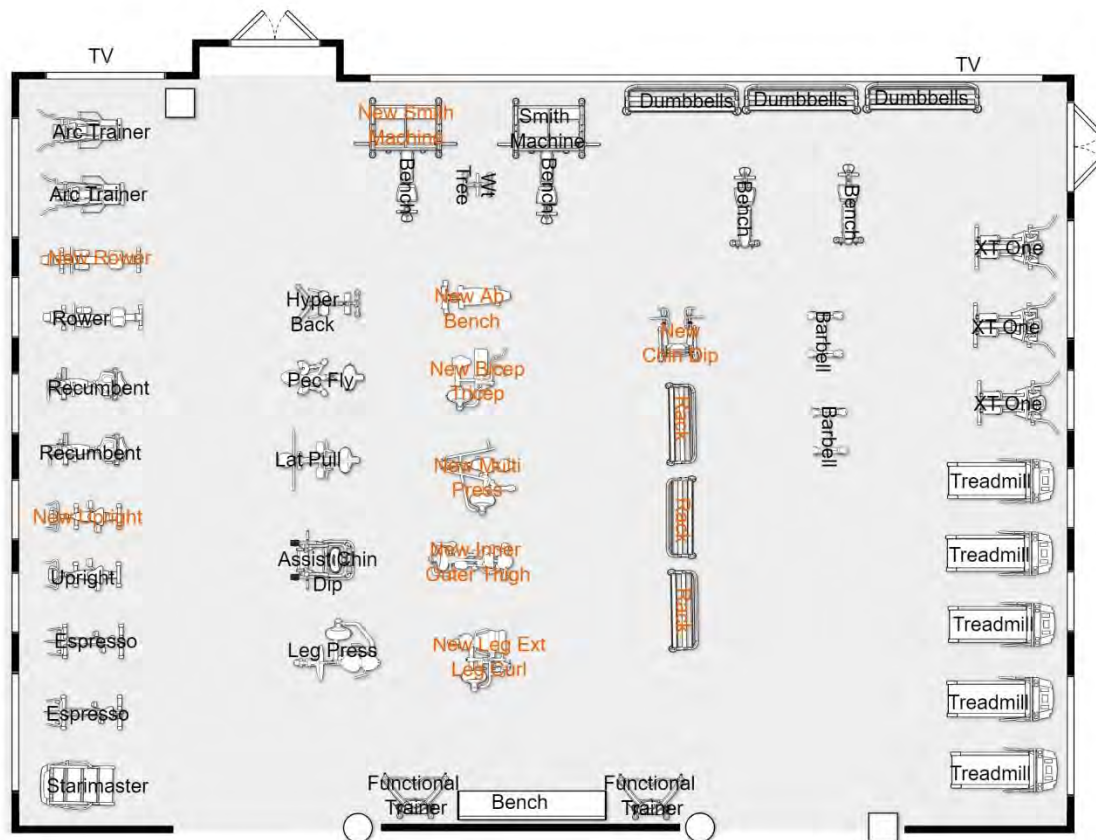
**Today:** I would give 1<sup>st</sup> service the go ahead to buy a decline bench and leg curl system that does not go beyond \$5000 dollars. Starting today I would replace any broken cardio equipment with new equipment, as to not waste funds. This would continue concurrently while we are awaiting feedback to pursue a lease for future cardio or outright purchase.











**Bidder: 1)** First Place Fitness Equipment, Inc.

2) Awaiting receipt

3) Awaiting receipt

**Gym Layout for complete update per First Place Fitness Equipment, Inc recommendations based on scope and purpose provided (*Red equipment is new equipment proposed and Black is existing equipment*)**



Current Equipment	Quantity	Replace/Remove	Do Not Replace/Remove	
Dumbbells	3		X	
Smith Machine	1		X	
Barbell	2		X	
Bench	4		X	
Assit Chin/Dip	1		X	
XT one	3		X	
Tread Mill	5	X		
Espresso	2	X		
Stairmaster	1	X		
Recumbent	1	X		
Rower	1		X	
Recumbent bike	2	X		
Hyper Back	1		X	
Pec Fly	1		X	
Leg Press	1		X	
Functional Trainer	2		X	
Lat Pull	1		X	
TR X Rig	1	X		
Arc Trainer	2		X	
New Equipment	Cost	Order of Priority	Current Fitness Capability	Example Pictures
True Fitness C5900 Upright Bike. Self-Generating Capability. Dual Stage Drive System. 3-Piece Forged	3,515.00	9	YES	
Concept2 RowErg Part Number: 2712	1,980.00	8	YES	
SEATED MID ROW HOIST® ROC-IT™ SELECTORIZED (RS) - COMPETITION WEIGHT STACK	4,599.00	4	YES	
AB BENCH HOIST FITNESS	999.00	2	NO	
BICEPS/TRICEPS HOIST® DUAL SERIES™ (HD)	3,399.00	3	NO	
MULTI-PRESS HOIST® DUAL SERIES™ (HD)	3,399.00	5	NO	
INNER/OUTER THIGH HOIST® DUAL SERIES™ (HD)	3,599.00	6	NO	
LEG EXTENSION/ LEG CURL HOIST® DUAL SERIES™ (HD)	3,599.00	1	NO	
Smith Machine Power Rack	2,899.00	7	Yes	
SRPT3 Plate Tree	249.00		Yes	
Rubber Grip Olympic Weight Plates per lb	800.00		YES	
X Create Rack, Single Storage Bay with 5 Tiers and 2 Suspension Training Bays	1,699.00	10	NO	

## **Tab 2**

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

## **Operation and Maintenance Expenditures Presented For Board Approval February 2024**

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2024 through February 29, 2024. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$252,271.22**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
10-S Tennis Supply & Dinkshot Pickleball	100876	162881	Tennis Net 02/24	\$ 931.69
Arrow Exterminators	100868	54894244	Rodent Control Service 01/24	\$ 181.00
Arrow Exterminators	100877	55244906	Monthly Pest Control Services 02/24	\$ 113.00
Arrow Exterminators	100877	55245030	Monthly Pest Control Services 02/24	\$ 57.00
Arrow Exterminators	100877	55245031	Monthly Pest Control Services 02/24	\$ 34.00
AT&T	ACH	151561791 02/24 Autopay	Internet Services 02/24	\$ 32.10
AT&T	ACH	299942543 02/24 Autopay	Internet Services 02/24	\$ 32.10
AT&T	ACH	323382736 02/24 Autopay	TV & Internet Services 02/24	\$ 134.88
Buster's Cleaning Service	100878	117	Janitorial Service 02/24	\$ 1,800.00
Charles Aquatics, Inc.	100909	50103	Pond Maintenance 02/24	\$ 3,051.00
Colden Company, Inc.	100869	17800	Service Call 01/24	\$ 450.00
CRN Jax	100879	0000760	Service Call - Wellbeats PC in Gym 01/24	\$ 333.84

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CRN Jax	100879	0000775	Service Call 01/24	\$ 200.00
Deputy Services	ACH	634903	Deputy Services 01/26/24	\$ 173.25
Deputy Services	ACH	635569	Deputy Services 01/27/24	\$ 173.25
Deputy Services	ACH	640393	Deputy Services 02/02/24	\$ 173.25
Deputy Services	ACH	640787	Deputy Services 02/03/24	\$ 173.25
Deputy Services	ACH	640790	Deputy Services 02/03/24	\$ 173.25
Deputy Services	ACH	641048	Deputy Services 02/03/24	\$ 173.25
Deputy Services	ACH	645909	Deputy Services 02/09/24	\$ 173.25
Deputy Services	ACH	646570	Deputy Services 02/10/24	\$ 173.25
Deputy Services	ACH	651353	Deputy Services 02/16/24	\$ 173.25
Deputy Services	ACH	651979	Deputy Services 02/17/24	\$ 173.25
Fenwick Home Services	100890	304073	Cleared Urinal Drain Line 06/23	\$ 361.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
First Place Fitness Equipment, Inc	100916	39272	Flex Disinfectant Wipes 02/24	\$ 239.92
First Place Fitness Equipment, Inc	100870	WO-41829	Service Call 01/30/24	\$ 149.95
FirstService Residential Florida, Inc.	100880	10942648	Management Services 01/24	\$ 1,725.00
FirstService Residential Florida, Inc.	100905	10945218	Management Services 12/30/23-01/12/24	\$ 20,259.95
FirstService Residential Florida, Inc.	100880	10950343	Management Services 01/13/24-01/26/24	\$ 20,319.98
FirstService Residential Florida, Inc.	100880	10951311	Management Services 02/24	\$ 1,725.00
FirstService Residential Florida, Inc.	100907	10953524	Management Services 01/27/24-02/09/24	\$ 22,352.98
FirstService Residential Florida, Inc.	100907	10954014	Cell Phone Reimbursement 01/24	\$ (410.00)
FirstService Residential Florida, Inc.	100920	10955666	Medical Insurance 02/24	\$ 3,630.00
Florida Department of Revenue	100891	65-8017062725-9 Sales & Use Tax 01/24	Sales & Use Tax 01/24	\$ 627.50
Florida Janitor & Paper Supply	100895	368563	Janitorial Supplies 02/24	\$ 105.42
Florida Janitor & Paper Supply	100908	369033	Janitorial Supplies 02/24	\$ 654.64

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Power & Light Company	ACH	03602-11429 12/23 ACH	38 Rosemont Dr 12/23	\$ 43.18
Florida Power & Light Company	ACH	06081-09518 01/24 ACH	315 Rosemont Dr #IRR 01/24	\$ 29.10
Florida Power & Light Company	ACH	39473-03305 01/24 ACH	25 Ridgewind Dr #LTG 01/24	\$ 72.15
Florida Power & Light Company	ACH	49571-83074 01/24 ACH	204 Chalet Ct #IRR 01/24	\$ 26.09
Florida Power & Light Company	ACH	92236-52372 01/24 ACH	23 Calcutta Dr #IRR 01/24	\$ 52.09
Florida Power & Light Company	ACH	98411-59305 12/23 ACH	37 Timberwolf Trl 12/23	\$ 45.52
Florida Power & Light Company	ACH	Monthly Summary 01/24 ACH	Electric Services 01/24	\$ 9,488.75
Frank Murphy	100910	FM022124	Board of Supervisors Meeting 02/21/24	\$ 200.00
Gannett Florida LocaliQ	100881	0006201468	Account #764106 Legal Advertising 01/24	\$ 81.60
Howard Services, Inc.	100896	S-17593	Service Call - Reach In Cooler 02/24	\$ 430.00
Innovative Fountain Services	100897	2025086	Inspect Pillars and Fountain Equipment 02/24	\$ 670.00
IPFS Corporation	100871	GAA-D40542 03/24	Liability Insurance Payment 5 03/24	\$ 7,505.98

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
JEA	ACH	9634626977 12/23 ACH	Water-Sewer Services 12/23	\$ 20,668.02
Konica Minolta Premier Finance	100882	521228486	Copier Lease #500-00673850-000 02/24	\$ 422.33
Kutak Rock, LLP	100873	3342502	Legal Services 12/23	\$ 5,001.50
Leisure Creations	100883	00084149	Replacement Seat Sling 01/24	\$ 1,176.21
Marine Rescue Products, Inc.	100911	158216A	Waterpark Tube w/Reach Assist Loop 02/24	\$ 2,093.00
OptimusAV	100884	78785	Extract Footage - Gym Service Door Lock 01/24	\$ 125.00
Poolsure	100898	131295619789	Pool Chemicals 02/24	\$ 4,588.50
Prestige Landscapes of North Florida, Inc.	100885	12014	Landscape Maintenance 12/23	\$ 13,009.75
Prestige Landscapes of North Florida, Inc.	100885	12033	Landscape Maintenance 01/24	\$ 13,009.75
Prestige Landscapes of North Florida, Inc.	100885	12040	Landscape Maintenance 10/23	\$ 1,469.90
Prestige Landscapes of North Florida, Inc.	100899	12059	Landscape Maintenance 02/24	\$ 13,009.75
Prestige Landscapes of North Florida, Inc.	100906	12069	Plant Material, Muhly Grass/Mini Pine Bark Shearwater Outpost - Center	\$ 7,771.50

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Prestige Landscapes of North Florida, Inc.	100912	12072	Landscape Maintenance 01/24	\$ 300.00
Prestige Landscapes of North Florida, Inc.	100912	12073	Landscape Maintenance 02/24	\$ 195.00
Prestige Landscapes of North Florida, Inc.	100912	12074	Landscape Maintenance 01/24	\$ 455.00
Prestige Landscapes of North Florida, Inc.	100885	AA-0007	Landscape Maintenance 11/23	\$ 11,066.95
Prosser, Inc.	100924	51952	Engineering Services 01/24	\$ 1,260.00
Republic Services	ACH	0687-001391587 Autopay	Waste Disposal Services 02/24	\$ 705.22
Richard Clinton Wright	100913	CW022124	Board of Supervisors Meeting 02/21/24	\$ 200.00
Rizzetta & Company, Inc.	100867	INV0000087071	District Management Fees 02/24	\$ 4,585.09
Romulo Pine Straw, Inc.	100917	022324	1,610 Bale's of Pine Straw 02/24	\$ 8,050.00
Springfield Workshop, Inc.	100892	54754	Easter Eggs for Spring Fling 02/24	\$ 3,065.00
Sterling Specialties, inc.	100926	15699	Gage Repairs 02/24	\$ 950.00
Surfside Pools	100900	196329	Pool Maintenance 02/24	\$ 3,500.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Surfside Pools	100900	298010	Pool Chemicals 01/24	\$ 8.50
TECO Peoples Gas	100886	211011457499 01/24	Natural Gas Services - 182 Kayak Way 01/24	\$ 45.14
The Bank of New York Mellon	100927	252-2611677	Trustee Fees 02/26/24 to 02/25/25	\$ 4,400.00
The Greenery of North Florida, Inc.	100901	744574	Landscape Maintenance Contract #59056 02/24	\$ 17,681.82
The Home Depot Pro	100874	787123405	Miscellaneous Supplies 01/31/24	\$ 11.21
The Home Depot Pro	100887	787862374	Miscellaneous Supplies 02/05/24	\$ 72.51
The Home Depot Pro	100887	787862663	Miscellaneous Supplies 02/05/24	\$ 90.45
The Home Depot Pro	100887	787863406	Miscellaneous Supplies 02/05/24	\$ 13.34
The Home Depot Pro	100887	788294692	Miscellaneous Supplies 02/05/24	\$ 19.94
The Home Depot Pro	100887	788375541	Miscellaneous Supplies 02/07/24	\$ 26.40
The Home Depot Pro	100893	789320868	Miscellaneous Supplies 02/13/24	\$ 29.29
The Home Depot Pro	100918	790922306	Miscellaneous Supplies 02/22/24	\$ 20.94

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
The Home Depot Pro	100918	791113087	Miscellaneous Supplies 02/23/24	\$ 62.54
The Home Depot Pro	100918	791142136	Miscellaneous Supplies 02/23/24	\$ 48.73
The Home Depot Pro	100919	791401680	Miscellaneous Supplies 02/26/24	\$ 29.97
The Home Depot Pro	100919	791401730	Miscellaneous Supplies 02/26/24	\$ 9.85
The Home Depot Pro	100928	791576978	Miscellaneous Supplies 02/27/24	\$ 310.03
The Home Depot Pro	100928	791593890	Miscellaneous Supplies 02/27/24	\$ 21.51
The Home Depot Pro	100928	791629686	Miscellaneous Supplies 02/27/24	\$ 28.72
The Sherwin-Williams Co., Inc.	100894	3233-7	Paint Adjustment Orig Inv 7180-1 10/23	\$ (49.37)
The Sherwin-Williams Co., Inc.	100894	6404-1	Paint 01/24	\$ 36.00
The Sherwin-Williams Co., Inc.	100894	8450-3	Paint Fitness Center 01/24	\$ 430.47
The Sherwin-Williams Co., Inc.	100894	9192-0	Paint Pool Deck 01/24	\$ 180.00
The Sherwin-Williams Co., Inc.	100894	9286-0	Paint Pool Deck 01/24	\$ 918.94

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
The Sherwin-Williams Co., Inc.	100894	9287-8	Paint Adjustment Orig Inv 9286-0 01/24	\$ (270.94)
The Sherwin-Williams Co., Inc.	100894	9435-3	Paint Pavilion Columns 01/24	\$ 103.27
The Sherwin-Williams Co., Inc.	100894	9923-8	Paint Pool Deck 02/24	\$ 561.00
Trout Creek CDD	DC 020224	DC 020224	Debit Card Replenishment	\$ 2,844.77
Trout Creek CDD	DC 022224	DC 022224	Debit Card Replenishment	\$ 4,382.69
Vesta Property Services, Inc.	100902	417182	Lifeguard/Supervisor/Pool Monitor 01/24	\$ 103.71
Vexacor Supply Group, LLC	100903	C1555	Coffee Bar Supplies 02/24	\$ 180.00
Vexacor Supply Group, LLC	100872	M575793	Original Mini Creamer, Dome Lid for Hot Cup 01/24	\$ 63.20
VGlobal Tech	100904	5847	Website Maintenance 02/24	\$ 300.00
Vincent J Sajkowski	100915	VS022124	Board of Supervisors Meeting 02/21/24	\$ 200.00
Welch Tennis Courts, Inc.	100875	74394	Installation of Windscreens 11/23	\$ 1,356.22
Welch Tennis Courts, Inc.	100888	75071	Love One Tennis Scoreboard 02/24	\$ 1,379.66

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Welch Tennis Courts, Inc.	100888	75072	Clean Court / Baskets 02/24	\$ 225.33
Wellbeats, Inc.	100889	EPIV00000086916	WBC_PLUS Content Period 02/24	<u>\$ 249.00</u>
<b>Report Total</b>				<u><b>\$ 252,271.22</b></u>

## **Tab 3**



**the greenery, inc.®**

— EMPLOYEE OWNED —

# **TROUT CREEK CDD MONTHLY LANDSCAPING REPORT**

**Phase 1**





the greenery, inc.®

— EMPLOYEE OWNED —

**Prepared by: Zachary Higginbotham**  
Customer Relations Manager  
904 776 9483  
zhigginbotham@thegreeneryinc.com

**Trout Creek CDD**  
**First Service Residential**  
**Belynda Tharpe, Community Director**

## **Trout Creek CDD Phase 1 Landscape Report**

**March 11, 2024**

### Landscape Maintenance:

Maintenance crews focused on catching up on detail work to try and get back to a manageable level of expectations with regard to weeds and shrub height. Dead shrubs inside pool area were pulled, weeds at pool area and clubhouse were sprayed where possible and pulled where needed. The team mowed (if needed), edged, and weed-eated phase 1. Shrubs at the pool and clubhouse areas have been pruned back to a more uniform appearance. Removal of the hardwood mulch in the pool area has been started.

### Irrigation:

The initial audit has been completed. There are multiple issues that need to be discussed at length. Much of the original system has either been pulled off the current system or is not responding to the clock.

### Plant Health Care:

A pre- and post-emergent weed control was applied to the turf. We are scheduled for our first round of fertilizer for turf and shrubs on March 25<sup>th</sup> and 26<sup>th</sup>.

### Additional:

Audits for maintenance and irrigation issues have been sent in. We will be working on tree lifts and mulch prep across the phase.

# Landscape Maintenance Schedule



RED = Monday Service Day  
YELLOW = Tuesday Service Day



# MAINTENANCE UPDATE

## PUNCH ITEMS - Completed this week

Area	Type	Description	Follow up
Common Area	Irrigation	Need to finish inspection, clock was not responding but issue resolved	
Clubhouse	Enhancement opp	Need to measure mulch removal to prep for pinestraw	
Common Area	Enhancement opp	Site Audit of deficiencies	
Common Area	Weeds	HOA Entrances	

## PUNCH ITEMS - OPEN

Area	Type	Description	Follow up
Clubhouse	Enhancement opp	Boulder issue at playground	
Common Area	Irrigation	Cap bubblers on pine trees by 84 Archway	
Common Area	Weeds	JEA stations and Gazebo	
Common Area	Weeds	Center island weeds (specifically in jasmine)	

## PUNCH ITEMS - HISTORICAL (1 month trailing)

Area	Type	Description	Follow up
Common Area	Plant Health Care	Soil Test Completed	
Clubhouse	Shrubs	Grasses in parking lot have been trimmed	
Clubhouse	Weeds	Parking lot weeds sprayed, crack weeds sprayed	
Clubhouse	Weeds	Weeds in Blue Daze pulled	
Clubhouse	Tree	Ligustrums trimmed and evened out	
Clubhouse	Shrubs	Dead shrubs in parking lot removed, pool started	
Clubhouse	Mowing	Concrete, beds, boxes all edged	
Entrance	Shrubs	Hawthorn evened out at entrance	
Entrance	Weeds	Weeds in shrubs pulled, beds sprayed	
Entrance	Mowing	Concrete, beds, boxes all edged	
Entrance	Shrubs	Dead srhubs pulled	
Common Area	Mowing	St Augustine was mowed throughout property	
Clubhouse	Weeds	Everything in pool has been sprayed except for island in lazy river	
Clubhouse	Weeds	Lazy river island has been sprayed	
Clubhouse	Shrubs	Continue trimming and removing dead shrubs in clubhouse	
Common Area	Shrubs	Need to clean up coontie debris in roundabout	
Entrance	Weeds	Weeds at entrance and rose beds have been removed/sprayed	

	Working on proposal. Not yet submitted.
	Proposal delivered. Waiting on reply
	Work not approved (declined)
	Work approved. Ones with completed date are finished

## **Tab 4**



# Tree Amigos

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## Outdoor Services

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### **Trout Creek CDD: Monthly Report**

February 2024

**Fungus/Pest/Fertilizer:** Herbicide has been applied to all landscape beds and tree rings throughout Trout Creek CDD. Pre-emergent and sulfur coated granular fertilizer have also been applied to landscape beds to improve overall plant health.

**Maintenance:** All areas throughout Trout Creek have been mowed, edged and weedeated. The ornamental grasses have been trimmed down to promote healthy growth in the Spring. We have started cutting back all the dead out of the roses, Flax lilies, as well as the street trees. This will improve the overall appearance and health of the plants.

**Irrigation Report:** An irrigation audit has been performed throughout Trout Creek. We have started fixing any leaning or broken heads to insure proper coverage on all plant material and turf.

**Notes:** Moving into March we plan to keep cutting the dead out of plant material and working on improving the overall appearance of the property.



## Quotation

Quote #: 202659

Date: 03/14/2024

**Billed To:** Trout Creek CDD co Rizzetta and Co  
2806 N. 5th Street  
Unit 403  
St. Augustine FL 32084

**Project:** 32289  
Trout Creek Enhancements  
3434 Colwell Ave  
STE 200  
Tampa FL 33614

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**This quote is valid until:** 04/13/2024

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Description	Common Name	Quantity	Price	Ext Price
Landscape enhancement at Falls Park for playground mulch				
(60) yds of ADA playground mulch at 6-inch depth		1.00	4,500.00	4,500.00
<b>Notes</b>				
<b>Total:</b>				<b>\$4,500.00</b>

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

5000-18 Highway 17 No. 235 Fleming Island, FL 32003 Office: (904) 778-1030 Fax: (904) 778-1045

Email: [cryan@treeamigosoutdoor.com](mailto:cryan@treeamigosoutdoor.com)  
website: [www.TreeAmigosOutdoor.com](http://www.TreeAmigosOutdoor.com)



## Quotation

Quote #: 202651

Date: 03/13/2024

**Billed To:** Trout Creek CDD co Rizzetta and Co  
2806 N. 5th Street  
Unit 403  
St. Augustine FL 32084

**Project:** 32289  
Trout Creek Enhancements  
3434 Colwell Ave  
STE 200  
Tampa FL 33614

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**This quote is valid until:** 04/12/2024

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Description	Common Name	Quantity	Price	Ext Price
Landscape Enhancement at Outpost for Playground Mulch				
(180) yds of ADA playground mulch at 6-inch in depth		1.00	13,500.00	13,500.00

### Notes

**Total:** \$13,500.00

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

## **Tab 5**



# PRESTIGE LANDSCAPES

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OF NORTH FLORIDA, INC.

*February 2024 Maintenance Report*

*Shearwater Phase 3*

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



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

February, 2024

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

**Re: Landscape Maintenance Service Report**

Below is the landscape maintenance report for Shearwater Ph 3.

**Weekly Maintenance**

Maintenance crews are focused on mowing (if needed), edging, string trimming, hedge pruning, plant bed weed control, blowing. Our crews have focused on removing all tree strap kits from landscape area on trees that have been planted for 1yr or more. During this process we are also removing any declining plant material within the landscape area to create plant separation. The majority of the material declining is in or around trees that have expanded in width and are now interfering with sundering material.

**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. This month we have had 2 stuck valves in zones 35 and 39 along Timberwolf. This valves have been repaired. Our tech also repaired a irrigation mail line break within the CDD area in ph3 townhomes behind 97 Carmella. This break has also been repaired.

**Agronomics**

We completed the spring fertilization and pre-m within the ph3 CDD areas February 26, 2024. Our spray techs also spot treated for turf weeds during this application. Fourteen days after the spring fertilization we completed the Sulphur application within the ph3 CDD turs areas. Our team pulled soil samples prior to this application so we can track the ph adjustment in 60-90 days.

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

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



## Spray Report

Customer: Prestige Landscapes of North Florida

Property: Shearwater Phase 3 Roadway

Date: 02/26/24-02/27/24

Total Gallons used: 2100

### Product:

Dimension 2EW @ 2 pints per acre

Imidacloprid @ 28oz per acre

MSM @ 0.6oz per acre

12-0-0 w/micros @ 128oz per acre

This application we applied a blanket pre and post emergent weed control to start killing weeds present in 10-21 days once watered in. Dimension was used as the pre-emergent due to the high volume of spurge that develops. Applied insect control for ants, grubworms, mole crickets and other turf destroying insects. Applied liquid fertilizer with micronutrients to attempt to begin bringing grass out of dormancy.



W. O. # \_\_\_\_\_

Name Martha Ct. Common Area

Address \_\_\_\_\_

**Irrigation Inspection Report**Date 2/15/2024 pg 1 of 1

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

A  
B  
C

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

Program

Run Days

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

ZONE #	#1 - 14						
TYPE (S,R,B,D)	R						
RUN TIME	45min ea.						
PROGRAM	A						

ADJUSTMENTS	X						
PARTIL CLOGS							
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

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W. O. # \_\_\_\_\_

Name Timberwolf Clock ph3-A

Address \_\_\_\_\_

Date 2/15/2024 pg 1 of 4

### Irrigation Inspection Report

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

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 \_\_\_\_\_

### Irrigation Inspection Report

Date 2/15/2024 pg 2 of 4

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							

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

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W. O. # \_\_\_\_\_

Name Timberwolf Clock ph3-A

Address \_\_\_\_\_

Date 2/15/2024 pg 3 of 4

### Irrigation Inspection Report

START TIME(S)	
START TIME(S)	
START TIME(S)	11pm

A  
B  
C

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

Program

Run Days

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

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

Comments : Zone 35 and 43 each had stuck valves. Both valves have been replaced.

Diaphragm in each valve was worn causing the valve to not close when triggered by clock.

System ran great otherwise.



W. O. # \_\_\_\_\_

Name Timberwolf Clock ph3-A

Address \_\_\_\_\_

**Irrigation Inspection Report**Date 2/15/2024 pg 4 of 4

START TIME(S)		A	Water Source	Reclaim
START TIME(S)		B	Clock Type	Hunter ACC2
START TIME(S)		C	Rain/Freeze Switch	Yes
START TIME(S)	12am	D		

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 NOZZLE							
CHANGE TO 6"							
CHENG 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

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W. O. # \_\_\_\_\_

Name Shearwater Parkway Clock ph3B-A

Address \_\_\_\_\_

Date 2/15/2024 pg 1 of 4**Irrigation Inspection Report**

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

Water Source ReclaimClock Type Hunter ACC2Rain/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							

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 \_\_\_\_\_

Date 2/15/2024 pg 2 of 4**Irrigation Inspection Report**

START TIME(S)	
START TIME(S)	11pm
START TIME(S)	

A

B

C

Water Source ReclaimClock Type Hunter ACC2Rain/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	X						
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHENG 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 \_\_\_\_\_

### Irrigation Inspection Report

Date 2/15/2024 pg 3 of 4

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						
PARTIAL CLOGS	X						
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHANGE 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 \_\_\_\_\_

**Irrigation Inspection Report**Date 2/15/2024 pg 4 of 4

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

A  
B  
C  
D

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

Program

Run Days

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

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

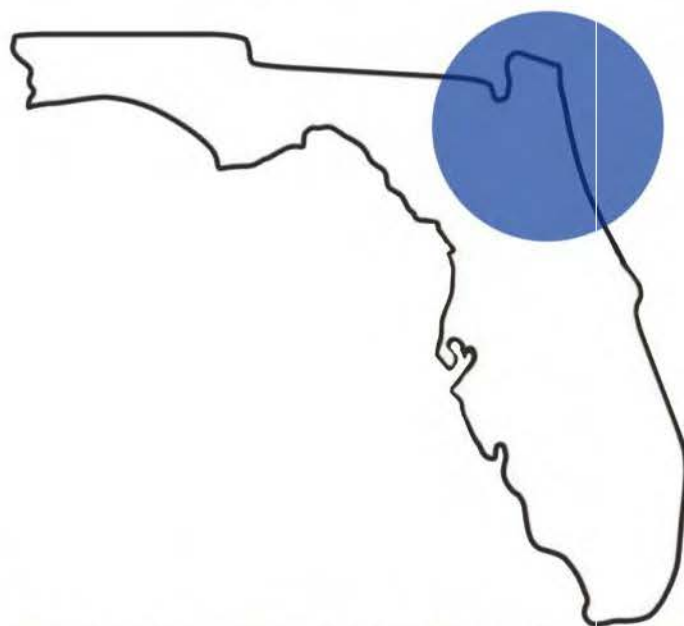
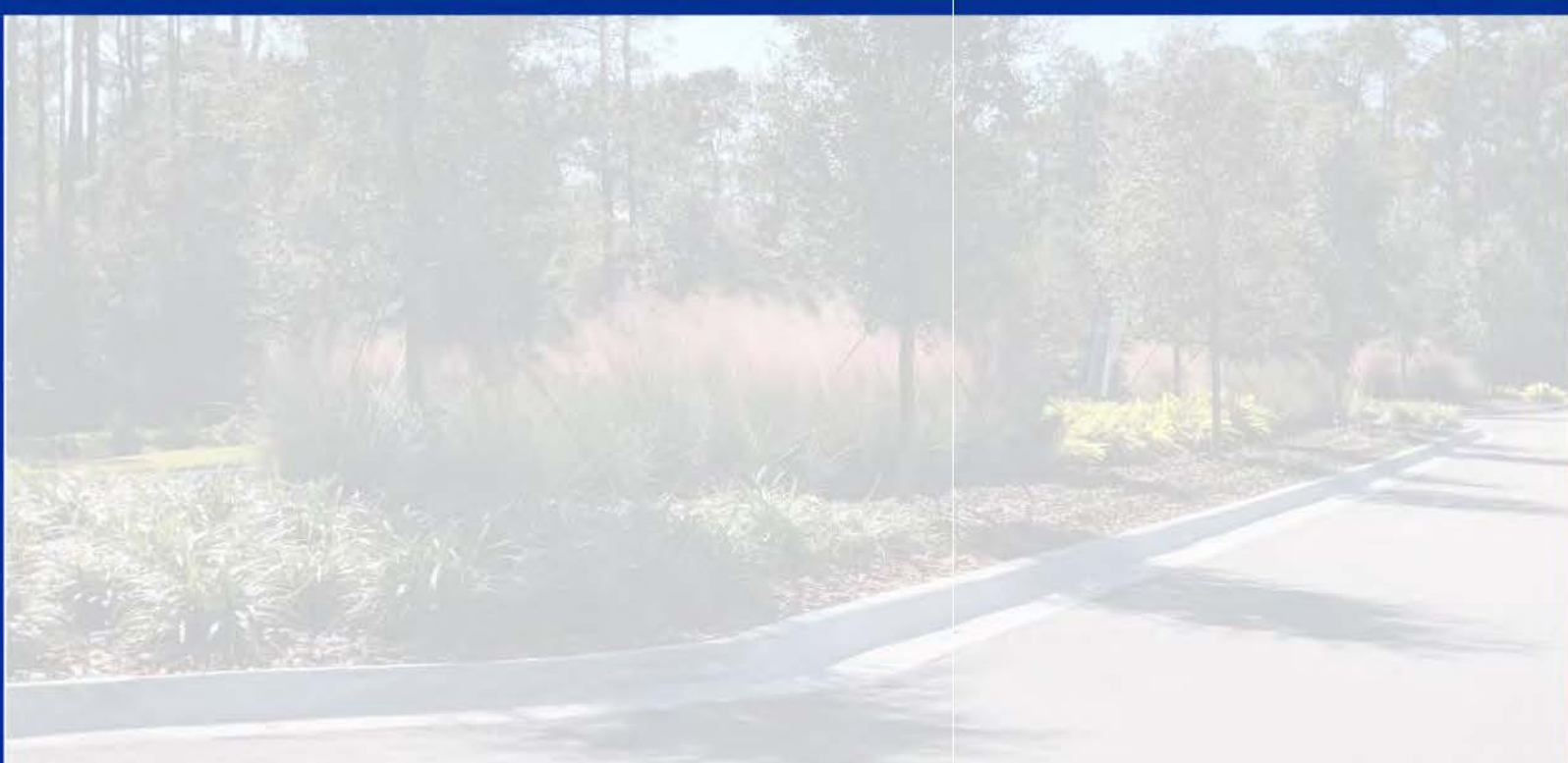
ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

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

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

\_\_\_\_\_

\_\_\_\_\_



# PRESTIGE

## LANDSCAPES

---

OF NORTH FLORIDA, INC.

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

## **Tab 6**



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6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

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## Service Report

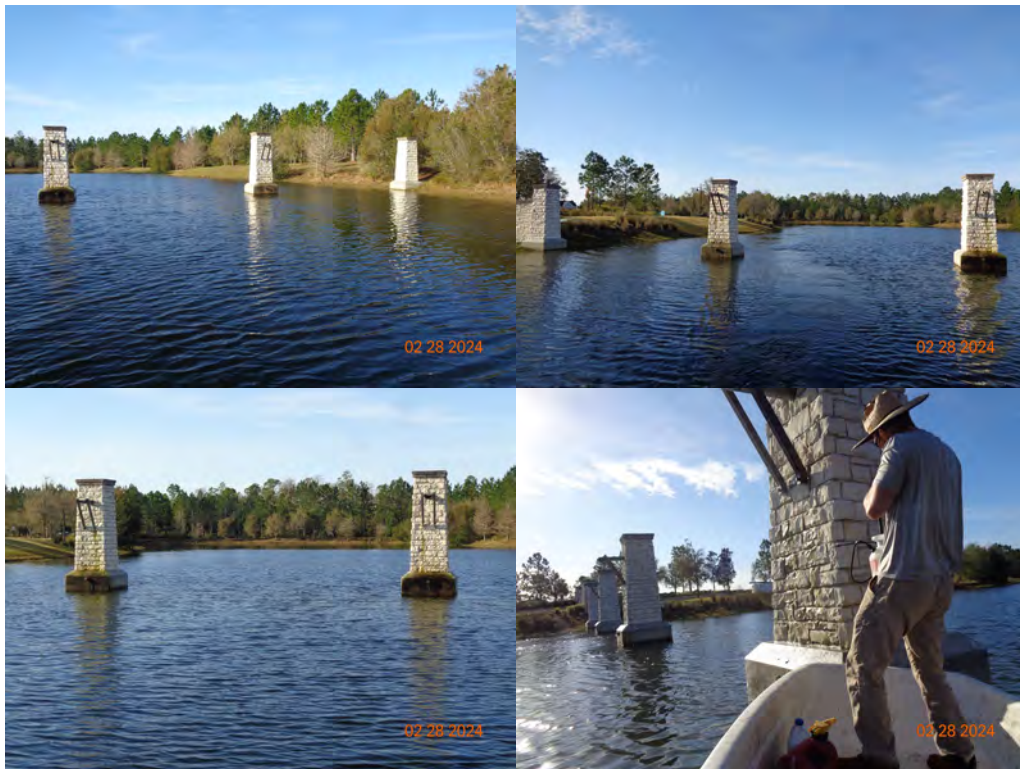
**Date:** February 28, 2024

**Techs:** Justin Powers/ Richard Powers

**Client:** Trout Creek CDD

The Fountain Towers in Pond 1 were cleaned. Applied bleach as requested by Shearwater maintenance manager, We lightly pressure washed the Towers.

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



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



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

**Please contact our office with any further questions or comments.**

**Charles Aquatics 904-997-0044**



---

6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

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## Service Report

**Date:** March 7 & 8, 2024

**Biologists:** Jim Charles,  
Rich Powers, Justin Powers

**Client:** Trout Creek CDD

**Waterways:** 37 ponds

**Note:** We will be out at least two more times this month to treat multiple ponds as needed.

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



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



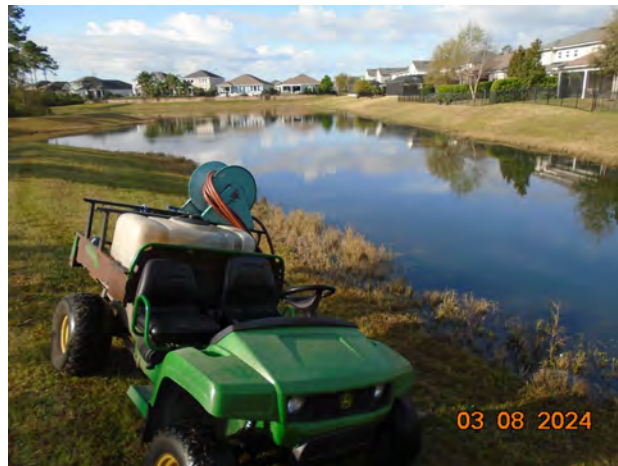
**Pond 1a:** This pond remains in very good condition. The water level is normal.



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



**Pond 2a:** This pond was in fair condition. The water level is normal. Treated perimeter for torpedo grass and pennywort.



**Pond 2b:** This pond was in fair to good condition. The pond level is normal. Treated perimeter for torpedo grass, water lilies and alligator weed by boat.





**Pond 3a:** This pond was in fair condition. The water level is normal. Treated perimeter for bacopa and water lilies by boat.



**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 good condition. The water level is normal.



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



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



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



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



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



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



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



**Pond 10d:** Pond was in improving condition. The water level is normal.



**Pond 11a:** Pond was in fair condition. The water level is good. Will treat this pond next week.

Missed picture.

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



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



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



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



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



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



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



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



**Pond 22A:** Pond was in good condition. The water level is low due to pond being pumped down for work on the outflow structure.



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



**Pond 23A:** Pond is in fair condition. The water level is good.



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



Treated minor stand of cattails on this pond.



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



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



Treated cattails around perimeter.



**Pond 24c:** Pond was in fair condition. The water level is good. Treated perimeter for cattails and torpedo grass.



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



**Pond 33:** Pond was in good condition. The water level is low (connected to Pond 22a).



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



Jim Charles

## **Tab 7**

**Trout Creek CDD**  
**GM Operations Report for March 20, 2024**  
**(Feb 10<sup>th</sup> – March 10<sup>th</sup>)**

**Discussion Notables:**

- Nest Conversion Timeline – A notice will be included in The Stream 3/28
- Staffing – Hiring FT Res. Services Coord.
  - Having difficulties filling position at the current hourly rate (qualified individuals have turned down offer)
- Access Fob verbiage in P&P updated ([attached](#))
  - Current process vs written policy

**Administration:**

- Meeting with Little Pizza Truck (Owner Initiated)
- Meeting with Lionheart Fitness (youth, teen and adult fitness offerings)
- Tennis meeting with approximately 25 players to discuss weekend social (April 26-28)
- Monthly meeting with landscape club
- FSR quarterly manager's meeting at corporate office
- Meeting with Community Garden Club volunteers
- Zoom meeting with 360 staff to discuss fob procedures and money owed from 2023
- Meeting with Elite Amenities to discuss on-site pro options to elevate the tennis program and assist with court maintenance
- Phase 3 landscape walk through with Chris and Amy (account manager)
- Phase 1 and 2 property drive (landscape)
- Creating a Lifestyle and Amenities Survey for distribution to the community mid-April

**Kayak Hub:**

- Mini Melts Ice Cream added to the menu
- February 2024 Café Sales ([attached](#))

**Lifestyle Highlights:**

**Sponsorships and Partnerships**

- Coffee and Conversation Sponsor secured \$150 from resident Angelica Kaplan, owner of Hair Erase Studio, a local laser hair removal business.
- Three paid Lifestyle Newsletter advertisements secured, totaling \$175.
- Partnered with Little Pizza Truck (Monday evenings at the Outpost) 10% of weekly sales paid to district.

**Wellness Initiative**

- Partnered with a resident CPR instructor, Laura Comas, to provide First Aid and CPR training instruction classes in the Kayak Club.

### **Projects In Progress:**

- Researching Yoga Instructors and resident interest in adding Yoga classes to the fitness schedule.
- Lionheart Fitness Partnership
- Pups N Pints
- Spring Break Events
- Glow Golf Event
- Tween Glow Hunt Event
- Spring Fling Event
- Spring Vendor Village
- Markets on the Move Farmers Market

### **Lifestyle Events:**

- February Monthly Lifestyle Event Expenses ([attached](#))
- Winterfest Attendance: 2,000 residents
- One Day University
  - 2/6 Attendance: 16
  - 2/13 Attendance: 22
  - 2/20 Attendance: 19
  - 2/27 Attendance: 14
- The Not So New Newlywed Game Show Event Attendance: 36
- Coffee and Conversation *Valentine* Mardi Gras Event Attendance: 60
- Friday Night Live Tween Pajama Party and Donut Decorating Attendance: 31

### **Maintenance:**

- Power washed Pool Deck
- Reset approximately 30 more pavers
- Repaired tire swing bolts
- Scheduled vendor to repair the cooler at café for refrigerant leak
- Replaced old life rings on the pool deck, and painted support post
- Repaired 20 lounge chair slings
- Assist with repairs at community garden irrigation
- Assist with obtaining materials for garden compost bin construction
- Scheduled vendor for repairs to the fire hydrants and backflows at amenity center
- Installed new scoreboards, nets, and trash cans on all tennis courts
- Fire extinguishers annual service.
- Repair damaged pavers at retaining wall at pavilion
- Paint concrete blocks at lap pool
- Install new tv at fitness center
- Repair multiple issues with wellbeats program and screen display

- Had another semi of pine straw installed in phase 3
- replaced spigot at dog park
- replaced fan switch in fitness center



#### Vandalism/Mischief Issues:

- The day after the fire extinguishers were recharged and inspected one was discharged the next day at the grill area @ the Outpost
- Fort structure built between the Outpost and Kayak Launch in the preserve/conservation area



**BELYNDA THARPE**

General Manager-**Trout Creek CDD**

100 Kayak Way| St. Augustine, FL

32092

Direct 904.342.3739

Email [belynda.tharpe@fsresidential.com](mailto:belynda.tharpe@fsresidential.com)

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# Cafe Sales

## Feb 1, 2024–Feb 29, 2024

### Category

Uncategorized	\$563.00
Accessories	\$1,750.00
Candy	\$135.75
Chips	\$30.00
Cold Beverages	\$138.00
Hot Beverages	\$60.50
RENTAL FEES	\$2,185.00
Security Deposit	\$3,075.00
Snacks	\$36.00
<b>Total</b>	<b>\$7,973.25</b>

Business Card E-Blast (March)	\$50.00
Deposit	\$205.00
February's Coffee and Conversation	\$150.00
Full For Life-(January 10%)	\$8.00
Half Page Ad- E-Blast (March)	\$50.00
Sponsor	\$100.00
Key Fob	\$540.00
Outpost	\$1,210.00

# 1-Feb

## INCOME

TOTAL INCOME	Estimated		Actual
	\$0.00		\$635.00

### ADMISSIONS TEEN EVENT

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
	31	Tween	\$10.00		\$310.00

Total				\$0.00	\$310.00
-------	--	--	--	--------	----------

### ADS IN NEWSLETTER

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
		Covers @		\$0.00	\$0.00
		Half-pages @	\$50.00	\$0.00	\$150.00
		Quarter-pages @	\$25.00	\$0.00	\$25.00

Total				\$0.00	\$175.00
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### VENDORS

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00

Total				\$0.00	\$0.00
-------	--	--	--	--------	--------

### SPONSORSHIPS

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
		Coffee & Conversation	Items @		\$150.00

	Items @	\$0.00	\$0.00
	Items @	\$0.00	\$0.00
	Items @	\$0.00	\$0.00
<b>Total</b>		<b>\$0.00</b>	<b>\$150.00</b>

# Feb-24

## EXPENSES

TOTAL EXPENSES			Estimated	Actual
			\$0.00	\$2,565.07

Winterfest	2/3/2024	Actual
Facepainters		\$720.00
Craft supplies		\$107.51
Food/Ice		\$113.14
Total	\$0.00	\$940.65

Not So New Newlywed Ev	2/9/2024	Actual
Bartender		\$435.75
Décor/Supplies		\$276.21
Food/Drinks		\$110.22
Prizes		\$129.81
Total	\$0.00	\$951.99

Coffee & Convo	2/14/2024	Actual
Breakfast Items		\$115.98
Gambinos Bakery		\$226.00
Total	\$0.00	\$341.98

Tween Donut Event	2/16/2024	Actual
Craft Supplies		\$209.80
Food/Drinks		\$90.65
Prizes		\$30.00
Total	\$0.00	\$330.45

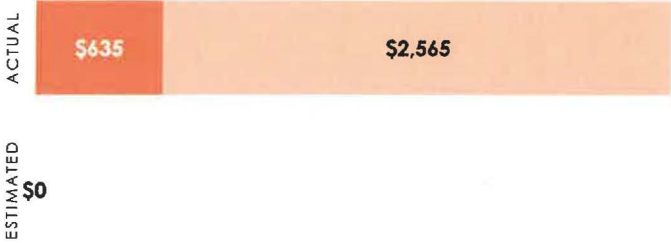
Column1	Estimated	Actual
Total	\$0.00	\$0.00

Column1	Estimated	Actual
Total	\$0.00	\$0.00

Column1	Estimated	Actual
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LOSS SUMMARY		Total income
		Total expenses

	Estimated	Actual
Total income	\$0.00	\$635.00
Total expenses	\$0.00	\$2,565.07
Total profit (or loss)	\$0.00	(\$1,930.07)



## **Tab 8**

**2024 AGREEMENT BETWEEN THE TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT AND SHEARWATER SHARKS SWIM TEAM  
FOR USE OF THE AQUATIC FACILITIES**

THIS AGREEMENT is made and entered into as of this 20<sup>th</sup> day of March 2024, by and between:

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

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

**RECITALS**

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

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

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

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

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

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

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

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

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

material part of this Agreement.

2. **TERM.** This Agreement shall commence upon the 20th day of March 2024, and shall terminate on July 28, 2024 unless cancelled earlier in accordance with Section 12 below. However, the covenants and obligations of Swim Team contained herein shall survive termination for acts and omissions which occurred during the effective term of this Agreement.
3. **USAGE BY SWIM TEAM.**
  - A. **USAGE, GENERALLY.** The Swim Team may use the Aquatic Facilities for practices and swim meets as provided for herein. There shall be no non-resident participation during practice during the 2024 season; participants must be residents of the District to register and remain residents to continue to participate on the Swim Team. The Swim Team's practice schedule shall be coordinated with the District, through its Designee, at all times. The Swim Team agrees that such use shall be in conjunction with the use of the recreation center facilities by other Patrons of the District and Swim Team's use shall not interfere with the operation of the recreation center facilities as a public improvement. Swim Team agrees that all use of the District's facilities shall be subject to the policies and regulations of the District, including but not limited to, the Guidelines for Swim Team Usage which are incorporated herein and attached as **Exhibit A**. Swim Team further agrees that the District shall have the right to take such actions as are necessary to preserve the health, safety and welfare of its residents, landowners, lands and facilities, including the temporary closure of the Aquatic Facilities due to weather conditions. The District and Swim Team agree that in consideration of the Swim Team's acceptance of the covenants and obligations contained in this Agreement, the persons identified as coaches by Swim Team may participate on the Swim Team and make use of the District's Aquatic Facilities only during Swim Team practices and meets, regardless of the coach's status as a paid user of the facilities. The Swim Team shall provide to the District a complete roster of swimmers on the Swim Team at prior to commencing swimming practices. The license granted herein only includes use of the pool decks, lap pool, pavilion, event lawn and designated restrooms in case of emergencies.
  - B. **WAIVER AND RELEASE.** Each participant, and in the case of a participant under 18 years of age, each participant's parent or legal guardian shall execute a waiver and release in the form attached hereto as **Exhibit B**.
  - C. **PARKING PROTOCOLS.** The Swim Team shall coordinate with the General Manager or his/her on site management designee to develop and implement parking protocols, attached hereto as **Exhibit C**. Should the District determine that onsite parking is unsatisfactory in connection with practices and swim meets, the Swim Team will coordinate with the General Manager or his/her onsite management designee to update the parking protocols.
4. **SCHEDULING.** Swim Team shall coordinate services directly with the General Manager or his/her on-site management designee. This Agreement does not grant Swim Team exclusive use of the facilities or any part thereof. Swim Team shall schedule all practices and swim meets in advance pursuant to the means and methods set forth by the General Manager and his/her on-site management designee, who shall have final and absolute discretion with respect

to matters related to scheduling.

5. **COMPENSATION.** Swim Team shall be entitled to charge and collect a fee directly from Patrons participating in the program. Swim Team is a 501c3 comprised of paid facility users. Swim Team shall pay to the District ten percent (10%) of all team registration fees collected from Patrons participating in the program.
6. **FDLE CRIMINAL BACKGROUND CHECKS.** Swim Team shall require a Florida Department of Law Enforcement criminal background check for all Swim Team coaching staff prior to using the District's facilities. Swim Team shall be solely responsible for any costs associated with conducting and providing such criminal background check. Should any report reveal any criminal history that would endanger the health, safety and welfare of the District and its residents, such individual shall not enter the District facilities pursuant to this Agreement. Furthermore, Swim Team hereby agrees to adhere to the Youth Program Safety Guidelines attached hereto as **Exhibit D** and incorporated herein by this reference.
7. **CARE OF THE PROPERTY.** Swim Team agrees to use all due care to protect the property of the District, its residents and landowners from damage, and to require any meet participants invited to the District's recreation center facilities to do the same. Swim Team agrees that it shall assume responsibility for any and all damage to the District's facilities or lands as a result of Swim Team's use under this Agreement other than damage which may be attributable to ordinary wear and tear as determined by the District. In the event that any damage to the District's facilities or lands occurs, the District shall notify Swim Team of such damage. Swim Team agrees that the District may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as is necessary to preserve the health, safety and welfare of the District's lands, facilities, residents and landowners. Swim Team agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Section.
8. **SALES AND ADVERTISEMENTS.** The Swim Team agrees that while on the District's property, it will abide by and sales will be consistent with **Exhibit A**, "Guidelines for Swim Team Usage". Furthermore, any and all advertisements naming the District or its facilities, including any derivation of such facilities, shall include the following statement in legible font: "This is not a TCCDD endorsed activity."
9. **ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Notwithstanding this, the Swim Team's right to recover damages from the District on any and all claims of any type shall be limited in all instances to no more than Five Hundred Dollars (\$500).
10. **INDEMNIFICATION AND INSURANCE.** Swim Team agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the use of the District's facilities and lands by Swim Team and its guests, including litigation or any appellate proceedings with respect thereto, and specifically including but not limited to claims arising out of or connected to alleged or actual exposure to the COVID-19 virus. In the event legal representation or defense is provided pursuant this Agreement, the Swim Team shall be responsible for all costs

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

11. **RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.
12. **CANCELLATION.** Both Parties shall have the right to cancel this Agreement at any time without cause. However, the covenants and obligations of Swim Team contained in sections 3, 4, 6, 7, 8, & 9 shall survive cancellation for acts and omissions which occurred during the effective term of the agreement.
13. **ENTIRE AGREEMENT.** This instrument, together with the attached **Exhibit A**, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. This Agreement shall supersede all other previous agreements related to the terms and conditions of this Agreement.
14. **AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both Parties hereto.
15. **ASSIGNMENT.** Neither the District nor the Swim Team may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other. Any attempted assignment without such written approval shall be void.
16. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in St. Johns County, Florida.
17. **NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight delivery service or First-Class Mail, postage prepaid, to the Parties, as follows:

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

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

Tampa, FL 33614  
Attn: District Manager

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

18. **PUBLIC RECORDS.** Swim Team understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law and the District's Records Retention Policy.
19. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
20. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

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

**ATTEST:**

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_  
Print Name of Witness

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

**ATTEST:**

**SHEARWATER SHARKS SWIM TEAM**

\_\_\_\_\_  
\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
James Hale, President

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

## **EXHIBIT A**

### **GUIDELINES FOR SWIM TEAM USAGE 2024**

1. All Swim Team usage of District Facilities must be pre-scheduled with the General Manager or his/her on-site management designee at least fifteen (15) days prior to the beginning of practices.
2. Usage of the District facilities is limited to the facilities named in the Agreement and this exhibit ONLY.
3. All Swim Team members must be District Patrons at the time of registration and remain District Patrons throughout swim season.
4. Swim Team is responsible for ensuring that Swim Team members abide by all facility rules and policies.
5. Swim Team will continue to share storage area underneath the water slide. Swim Team is responsible for securing and locking storage items. Swim Team will take reasonable care to avoid damage to any District items stored under the water slide and may be responsible for the costs of damage to or loss of such items if Swim Team fails to use reasonable care.
6. Swim Team may utilize starting blocks provided by the Swim Team. Two (2) starting blocks will be installed in Lane 3 and 4 no earlier than the first swim practice and will remain in place until the end of the season in mid-July. These blocks will be installed in lanes that straddle either side of the lifeguard post or other lanes specified by the District as to minimize impacts to aesthetics. Blocks shall be covered and secured when not in use with signage indicating they are not to be used. Blocks will only be uncovered and used when coaches are on deck. Four (4) additional starting blocks will be installed and used during home swim meets and including the Mock Meet. Blocks will be stored beneath the District's Slide Tower when not in use. Swim Team will use caution when installing and removing starting blocks and shall be responsible for damage to District Facilities.
7. The Swim Team will host (1) Mock Meet. The Mock Meet will be a practice meet with no visiting team and will run no more than 5 hours. The Mock Meet will occur on Saturday, May 11<sup>th</sup> from 7am-11am utilizing the lap pool, pavilion, and Event Lawn. The Mock Meet will utilize all six (6) lanes and run the timing/starting systems. The Mock Meet will be residents only and will utilize parking marshals.
8. The Swim Team will host up to three (3) swim meets during the 2024 season. Swim meets will occupy all six (6) lap lanes, adjacent pool deck, pavilion, and adjacent grass field. Weekend Meets will start at 8am with warmups beginning at 7am and setup beginning after hours the night before. The opposing, non-resident teams will attend up to three (3) swim meets. Swim meet schedule is as follow and approved by the General Manager:
  - Saturday, June 1<sup>st</sup> (7am-1pm)
  - Saturday, June 15<sup>th</sup> (7am-1pm)
  - Saturday, June 29<sup>th</sup> (7am-1pm)

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

A. April 15<sup>th</sup> - May 23<sup>rd</sup>

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

B. May 28<sup>th</sup> – July 13<sup>th</sup>

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

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

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

10. Any changes to the meet or practice schedules that are required due to facilities scheduling conflicts, weather, and other unforeseen circumstances will be coordinated between the Swim Team and the General Manager in a timely manner. No practices will be held on holiday or holiday weekends. The District reserves to cancel practices in its sole discretion, but will use its best efforts to reschedule practices if requested by the Swim Team.
11. The Swim Team shall be responsible for straightening equipment on the pool deck, such as chairs, tables, or umbrellas that may be used by swimmers or coaches, in addition to disposing trash within the pool deck trash receptacles.
12. The Swim Team may operate a concessions booth as a fundraising effort to benefit the non-profit 501c3 organization during swim meets. It is expected the concessions booth will be placed under the pavilion and comply with necessary Department of Health requirements. GLASS is NOT ALLOWED.
13. The Swim Team may permit select team sponsors to attend (spectate) swim meets, set up a booth, and interact with swim parents. Sponsors with a booth or interactive activities must provide a certificate of insurance and add the District and FirstService Residential as an additional insured.
14. All Swim Team swimmers must be capable of swimming a minimum of twenty-five yards continuously.
15. During Swim Team practice, one (1) swimming lane will be available for general resident recreation swimming. In addition, one (1) flex lane will be reserved for use by either the Swim Team or general residents. A sign will be placed at the lane asking the resident swimmer to notify a coach. The coach will then forfeit the lane to the resident and move the swimmers to other lanes. The Swim Team will post signs provided by the District at these available lanes during practice and remove them at the end of practice. For any Swim Team practices that occur during the FAST Swim Program, the FAST Swim Program will utilize one (1) lane and the Swim Team will utilize four (4) lanes, with one (1) lane available for general resident recreation swimming.
16. Swim Team will ensure that, prior to registration and/or payment with the Swim Team, each prospective Swim Team member demonstrates proof of residency or has new home build contract in place. Additionally, it shall be the responsibility of the Swim Team to ensure that all Swim Team members are covered by the Swim Team's insurance policy.

17. A Swim Team roster will be provided to the District at the beginning of the season prior to the first day of practice, and on a monthly basis until the end of swim season. The roster must include all registered swimmers, coaching staff, and volunteers.
18. Proof of insurance must be provided to the District prior to the first scheduled practice.
19. Swim Team contract with the District must be signed prior to the first scheduled practice.
20. Swim Team agrees that any and all advertisements naming the District or its facilities, including any derivation of such facilities, shall include the following statement in legible font: "This is not a TCCDD endorsed activity."
21. The Swim Team is required to have a person certified in CPR/AED on deck, supervising the Swim Team swimmers, at all times during Swim Team practices and meets. The swim team will provide necessary first aid equipment during practice and will have a first aid booth setup during meets with capable personnel.
22. The Swim Team does not permit swim coaches to provide private instructions outside of scheduled swim practice or swim meet operating hours on District property unless coordinated directly between the coach and the District.
23. The Swim Team will host the following events throughout the season with dates and times coordinated with the General Manager.
  - A. Parent Information Session (1.5 hours, Kayak Club Room)
  - B. (2) New Swimmer Evaluation (2 hours, Lap Pool, 2 dedicated lanes)
  - C. Kick-off Cookout (Pavilion or Outpost)
  - D. Pep Rally (Pavilion)
  - E. End of Year Banquet (Kayak Club Room and Pavilion)

Each event will utilize the Pavilion and/or the indoor Kayak Club room. No glass will be permitted inside the pool fence during these events. The events will run no longer than 4 hours each and will be pre-scheduled with the General Manager or his/her on-site management designee at least fifteen (15) days prior.

24. The Parties agree to provide any and all concerns occurring during the swim season within five (5) business days of said concern. The Parties agree to use best efforts to resolve concerns in an expeditious manner
25. The Swim Team agrees to have a representative attend the District's meetings during Swim Team season to address questions or concerns. Additionally, within 4-6 weeks of the conclusion of swim season, the General Manager shall meet with Swim Team Board members to review the overall effectiveness of the existing contract with the goal of improving operations for future seasons.

## EXHIBIT B

### WAIVER AND RELEASE

I, \_\_\_\_\_, on behalf of myself, my personal representatives, my

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

## **EXHIBIT C**

### **Shearwater Shark Parking Plan for Home Meets- 2024**

The Shearwater Sharks will offer the following parking plan to be utilized during the (3) home meets (June 1<sup>st</sup>, 15<sup>th</sup>, and 29<sup>th</sup>) in 2024 when visiting teams are in attendance.

Prior to the start of the meet and no later than 30 minutes before the end of the meet, the Swim Team will place cones and signs restricting swim team vehicles from parking in parking spaces otherwise reserved for non-swim team vehicles and/or Amenity Center Staff and Lifeguards. To make this additional space available, the Swim Team will utilize shuttles. Shuttles will be contracted and utilized for home meets during the 2024 season.

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

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

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

The continued use of shuttles will be utilized for the 2024 season. This plan and its financial viability will be reviewed annually by the swim team.

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

Signs directing Visiting Team vehicles to the off-site parking location will be placed on the morning of each Home Meet (2) and be removed prior to event completion.

Our Team:

Highly encouraged to walk, use golf cart parking, take advantage of drop-off area or utilize shuttle.

Visiting Team:

Drop-off area, then park at off-site location and be shuttled back to the event.

Marshalls:

Ensure safety of those in parking lot and parking in proper areas for benefit of other residents desiring to use amenities. Place restrictive cones in designated spots for lifeguard and staff use only.

## Parking

### Type

- Swim Meet Parking (32)
- Reserved for Other Residents (50)
- Golf Cart Space



## **EXHIBIT D**

### **YOUTH PROGRAM SAFETY GUIDELINES**

#### Introduction

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

#### Purpose

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

- Provide a safe and secure environment for children, youth, adults, members, volunteers, visitors, and Swim Team and its paid staff.
- Satisfy the concerns of parents and staff members with a screening process for Swim Team staff and volunteers overseeing youth programs at the District.
- Provide a system to respond to alleged victims of sexual abuse and their families, as well as the alleged perpetrator.
- Reduce the possibility of false accusations of sexual abuse made against Swim Team, its paid staff, and volunteers.

#### Protection and Prevention

##### *Volunteer and Employee Screening Procedures:*

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

#### Supervision Procedures

Unless an extenuating situation exists, Swim Team:

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

- Will endeavor to release minors (here, minors is defined as children ages 15 and younger) only to a parent, guardian, or provided list of emergency contacts consented to in writing by parent/guardian.
- Will obtain written parental permission, including a signed medical treatment form and emergency contacts, before taking minors on trips and should provide information regarding the trip.
- Will use two screened staff or volunteers when transporting minors in vehicles unless the parent(s)/guardian(s) sign a waiver allowing for a single screened staff or volunteer to transport his/her minor.
- Minors under five should be accompanied to the restroom and the paid staff or volunteer wait outside the facility to escort the child back to the activity. Whenever possible, the escort will be the same sex as the child.
- Provide periodic monitoring of restroom facilities and encourage minors to report any inappropriate behavior they may hear or witness to paid staff or volunteer.
- Will encourage minors to use a "buddy system" whenever minors go on trips off of District property.
- Will screen all paid staff and volunteers and approve those individuals in advance for any overnight activities that include oversight and control of minors.
- Will designate a "confidential counselor" to whom any minor can go at any time, without special permission, to discuss any problems he or she is having.

#### Behavioral Guidelines for Paid Staff and Volunteer

All volunteers and paid staff will observe the following guidelines:

- Do not provide alcoholic beverages, tobacco, drugs, contraband, or anything that is prohibited by law to minors.
- Whenever possible, at least two unrelated paid staff or volunteers will be in the room when minors are present. Doors will be left fully open if one adult needs to leave the room temporarily and during arrival to the practice or event before both adults are present. Speaking to a minor or minors one-on-one should be done in public settings where staff or volunteers are in sight.
- Avoid all inappropriate touching with minors. All touching shall be based on the needs of the individual being touched, not on the needs of the volunteer or paid staff. In the event a minor initiates physical contact and/or inappropriate touching, it is appropriate to inform the minor that such touching is inappropriate.

- Never engage in physical discipline of a minor. Volunteers and paid staff shall not abuse minors in any way, including but not limited to physical abuse, verbal/mental abuse, emotional abuse, and sexual abuse of any kind.
- If you recognize an inappropriate relationship developing between a minor and adult, report such suspicions immediately to the confidential counselor or other with supervisory authority.
- Maintain clear professional boundaries with all minors and if you feel uncomfortable, refer the minor to another individual with supervisory authority.
- If one-on-one coaching or instruction is necessary, avoid meeting in isolated environments.
- Anyone who observes abuse of a minor will take appropriate steps to immediately intervene and provide assistance. Report any inappropriate conduct to the proper authorities and to the District, through its counsel, immediately.
- Provide clear expectations of behavior for both adult-athlete and athlete-athlete interactions for the protection of all persons involved.
- Use of audio or visual recording devices, including a cell phone camera, is not allowed in restrooms or changing areas.

### Disqualification

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

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

## **Tab 9**



6869 Phillips Parkway Dr S  
Jacksonville, FL 32256  
904-997-0044

## Aquatic Management Agreement

This Agreement dated February 22, 2024 is made between Charles Aquatics, Inc., a Florida Corporation, and

Name Trout Creek CDD c/o Melissa Dobbins, Rizzetta & Company

Property Address 126 Kayak Way, St. Augustine, FL 32092

Billing Address 3434 Colwell Ave, Ste 200, Tampa, FL 33614


Phone Number 904-436-6270 Cell Number \_\_\_\_\_ E-Mail mdobbins@rizzetta.com

Hereinafter called "CLIENT"

The parties hereto agree to the following:

- Charles Aquatics, Inc. agrees to provide monthly visual inspections of the waterway(s) and application of herbicides or algaecides, as needed, in accordance with the terms and conditions of this Agreement and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this Agreement at the following location:  
**Addition of Ponds 35 & 36 for a total of 39 Ponds located in St Johns County, FL.**
- CLIENT agrees to pay Charles Aquatics, Inc. the following sum(s) for the listed aquatic management services:
  - Current Monthly Aquatic Management for 37 Ponds **\$3,051.00**
  - Monthly Aquatic Management Services for Ponds 35 & 36 **\$ 228.00**
    - Total for 39 Ponds **\$ 3,279.00**
  - Permitting for Triploid Grass Carp **\$ No Charge**
  - Triploid Grass Carp Stocking (Upon Approval) **\$ 8.00/fish**
  - Fabrication and Installation of Aluminum Fish Barriers **\$ 55.00/s.f.**
  - Physical Removal using Weedrake (floating weeds only) **\$ 150.00/hour**
- The terms and conditions in this Agreement (pages 1-3) form an integral part of this Agreement and CLIENT hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned signed and in its entirety to be considered valid.
- The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CLIENT to Charles Aquatics, Inc. within 30 days of issuance.
- The Effective Date of this Agreement is the first day of the month in which aquatic management services are first provided.
- CLIENT warrants he is authorized to execute this Agreement on behalf of the riparian owner and to hold Charles Aquatics, Inc. harmless for consequences of such service not arising out of the sole negligence of Charles Aquatics, Inc. This would include injury or death to humans or animals who swim, drink, boat or fish in waterways. Recreational activities may result in ingesting or coming into contact with harmful, pathogenic microorganisms.
- CLIENT agrees to reimburse Charles Aquatics, Inc. for all processing fees for registering with third party companies for compliance monitoring services.

Charles Aquatics, Inc.

  
James H. Charles, III

CLIENT

Sign \_\_\_\_\_

Print \_\_\_\_\_

Date \_\_\_\_\_

## **Terms & Conditions**

1. Control Methods: Aquatic Management Services will be provided by environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this Agreement for the control of non-native, invasive or noxious species of aquatic weeds:
  - a. Chemical Control: this method consists of periodic applications of aquatic herbicides and algaecides to control aquatic weeds and filamentous or macrophytic algae. When necessary and prior to treatment with aquatic herbicides or algaecides, dissolved oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for the oxygen testing. Planktonic algae, Spikerush and Cyanobacteria will be an additional fee to control. Shoreline weeds that border the water's edge, such as torpedo grass, alligator weed and cattails, will be controlled with herbicide treatments. Many of these species take several months or longer to fully decompose. CLIENT is responsible for any desired physical removal at an additional cost.
  - b. Biological Control: this method consists of stocking of weed-eating fish, primarily Triploid Grass Carp. CLIENT acknowledges that prior to fish stocking, governmental permits may be required and there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking.
  - c. Mechanical Removal: this method consists of the physical removal of floating aquatic weeds from waterways. The disposal site of the removed weeds will be determined by mutual agreement between Charles Aquatics, Inc. and the CLIENT. This service is available for an additional fee but is not included in this Agreement.
  - d. Trash: Trash and light debris floating within and from the areas immediately surrounding the waterway(s) may be collected during the regularly scheduled service. Trash and light debris is defined as litter such as cups, plastic bags and other man-made materials that will fit into a 5 gallon bucket. Large or dangerous items such as biohazards, landscape debris or construction debris will not be included. Styrofoam materials are excluded. Removal of 100% of lake trash is not guaranteed.
2. Disclaimer - Neither party to this Agreement shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
3. Damages - Charles Aquatics, Inc. agrees to hold CLIENT harmless from any loss, damage or claims arising out of the sole negligence of Charles Aquatics, Inc. However, Charles Aquatics, Inc. shall in no event be liable to the CLIENT or to others, for indirect, special or consequential damages to property resulting from normal activities performed in a responsible manner.
4. Access: CLIENT agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Access should be on an unobstructed utility or drainage easement and allow for 10' wide by 10' high, provide a firm surface for passage of boat, boat trailer and towing vehicles, have a grade of no greater than 45°, and not require crossing bulkheads surrounding waterway(s). In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this Agreement may be terminated or renegotiated.
5. Time-Use Restrictions: When Federal and State regulations require water time-use restrictions following the application of aquatic herbicides, Charles Aquatics, Inc. will notify the CLIENT in writing of such restrictions at the time of treatment. It shall be the responsibility of the CLIENT to comply with the restrictions throughout the required period of time-use restrictions. CLIENT understands and agrees that notwithstanding any other provisions of this Agreement, Charles Aquatics, Inc. does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
6. Insurance: Charles Aquatics, Inc. shall maintain the following insurance coverage: Automobile Liability, General Liability, and Pollution Liability. Workers' Compensation coverage is also provided at statutory limits. Charles Aquatics, Inc. will submit certificates of insurance upon request.
7. Payment terms: CLIENT understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CLIENT places their account on hold, an additional start-up fee may be required due to aquatic re-growth. All invoices will be paid within 30 days of the date of the invoice. Payments made after 30 days will be considered in arrears and will be assessed interest charges in the amount of 1.5% for each month payment is late. CLIENT agrees to reimburse Charles Aquatics, Inc. for any bank charges and handling fees resulting from a returned check.
8. Non-payment/Default: In the case of non-payment by the CLIENT, Charles Aquatics, Inc. reserves the right, following written notice to the CLIENT, to terminate this Agreement and reasonable attorneys' fees and costs of collection shall be paid by the CLIENT, whether suit is filed or not.
9. Renewal: Upon completion of this Agreement or any extension thereof, this Agreement shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of Charles Aquatics, Inc., CLIENT agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.

10. Termination: Termination of this Agreement may be made in writing at any time by Charles Aquatics, Inc. or by the CLIENT. The effective date of any termination will be the last day of the month during which written notice is received and acknowledged by the recipient. In the event CLIENT terminates the Agreement prior to the end of the initial year, CLIENT agrees to pay Charles Aquatics, Inc. for the balance of the agreement.
11. Assignment of this Agreement: This Agreement is not assignable by the CLIENT except upon prior written consent by Charles Aquatics, Inc.
12. Alterations and Modifications: This three (3) page Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both Charles Aquatics, Inc. and the CLIENT.
13. Disclosure: CLIENT agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this Agreement and any extension(s) thereof.

	YES	NO	INITIALS
a) Water used for irrigating landscaping around pond is effluent or reclaimed water			
b) Water from the treated waterway(s) is used for irrigation			
c) Water from the treated waterway(s) is used for human or animal consumption			
d) Treated waterway(s) are not used for swimming by humans or pets			
e) Treated waterway(s) have been mitigated (government required aquatic planting) or are scheduled to be mitigated.			
f) Any special use of treated waterway(s) which may conflict with treatments			
g) The presence of fish such as Triploid Grass Carp, Tilapia or Koi in the treated waterway(s)			
h) Restrictions on the use of any aquatic herbicides or algacides in the waterway(s) to be treated			
i) Existence of other aquatic management programs being conducted in the same waterway(s) which Charles Aquatics, Inc. is treating			

14. For any condition(s) checked "YES" above, please provide additional details below:

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15. CLIENT agrees that its failure to disclose any conditions listed above may compromise Charles Aquatics, Inc.'s capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the Agreement. Any failure disclose any condition which hinders or significantly changes Charles Aquatics, Inc.'s ability to provide their services does not relieve CLIENT's obligation to pay for the services provided under the terms and conditions of this Agreement.

## **Tab 10**



# Shearwater Entrance

Thursday, February 1, 2024

37 Items Identified

Zachary Higginbotham  
The Greenery, Inc.

Good afternoon, all,

I hope this email finds you well. Attached is our site audit of deficiencies from our property walk. Much of this are things you are already aware of, i.e., sparse beds, declining oaks, etc. Part of this list is also bringing up questions that we had that may not fall under deficiencies depending on how the board or management company would like to move forward. This list also includes things we regard as items outside of a normal maintenance visit or timely request. We were not concerned with every weed or misplaced limb across the community, but rather time-consuming items that have not been properly addressed for an extended period.

We prefer these to be discussion points on how to move forward before the heat of summer sets in. Our goal is not to remedy every issue with proposals or pricings. The team wants to work with you and develop a plan on what is best for the community. Some of these items may require no action or at least no action at this time. Others you may already have discussed, and plans have been made.

Plant Health Care: Fertilizers are made of 3 macro components, nitrogen, phosphorus, and potassium. Nitrogen is hard to measure as it can change on a weekly basis. This is why almost all fertilizers we throw out have nitrogen built in. The phosphorus levels seem decent in most places, and Florida can be very strict on adding more to the soils. Our plan is to enhance the plants' ability to take up the phosphorous already in the soils. Finally, potassium is much needed. There is very little currently available in the soil. Our plan is to try and correct the soil on a long-term basis. We will be using sulfate compounds in our fertilizers to try and bring the pH down. Even in places where pH is in range, the buffer pH tells us that we should be proactive in working on bringing that down. Our first fertilizer application will be a 15-0-15 with ammonia sulfate. This will add the sulphate and bring a fair balance of potassium to the soil, which is desperately needed. We are recommending an additional sulfate of potassium treatment 0-0-50, which is a liquid application. We recommend a spring application, but we could incorporate it into a later summer application while we are administering other rounds. An early application would be \$5,115. We also recommend an application of Greens-Edge 6-3-0 granular fertilizer with bio-solids. This helps with root uptake efficiency, which in turn allows more potassium and phosphorous to be absorbed through the root system. The phosphorous levels seem in line, but we believe that calcium and other elements are binding up the root absorption. That would be an additional \$5,195. During the CDD meeting we mentioned that a micronutrient spray would be beneficial and that is built into our summer liquid application as is. I will be sending over the proposals tomorrow; I wanted you to have the information first.

Irrigation: The system is in rough shape. The clock at the pool has been having its issues just turning on to run zones, the clock at the entrance had to have zones removed to run through it, and we are still trying to track down certain zones that have been taken off long ago. We will be sending over the inspection and our findings, but we do want to bring something else before the board. These systems have a general lifespan of 7 years, and that is not including the toll that reclaim and pulling from ponds will do on the system as well. We are going to propose having a budget set aside each year to replace a certain section or number of zones with new heads and valves. This is a preventative maintenance idea that will help with volatile repair costs as the system reaches its life expectancy. The team is still working on these numbers and how best to split the zones up.

Please let me know if you would like to meet to discuss any of these in person. If you happened to receive five of the same email, I apologize. The file was rather large, and it took me a couple of attempts. Thank you for your time,





**Spray/Clean Up**



**Remove Dead**



**WAIT UNTIL SPRING FLUSH -  
We Need To Trim This Side Off Of  
Sidewalk**



**Remove Dead**



**Remove Dead And Even Out**



**Suckers On Trees**



**Spray This Area, It's Going To Be Demolished**



**Make Sure There Is Space Around Lights**



**Check Area**



**Clean Up Around Roses**



### **Cut Back Flax Lillies**

Cut back hard, remove dead fronds



### **Check Weeds And Trash**



**Trim Off Of Sidewalk**

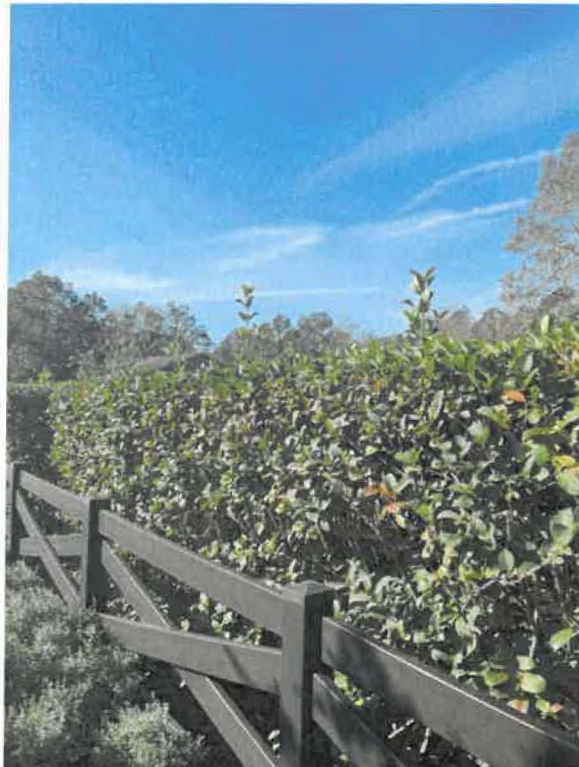


**Trim Off Sidewalk And Fence**



### **Tip The Shrubs**

Don't trim too much, just even it out



### **Even Out Shrubs**



**Remove Dead Tree**



**Spray Bed. Add Some Pine Straw**



**Look At Evening Out**



**Cut Tree Back**



**Lift Oak Limbs If We Can Reach**



**Weed eat Or Edge**

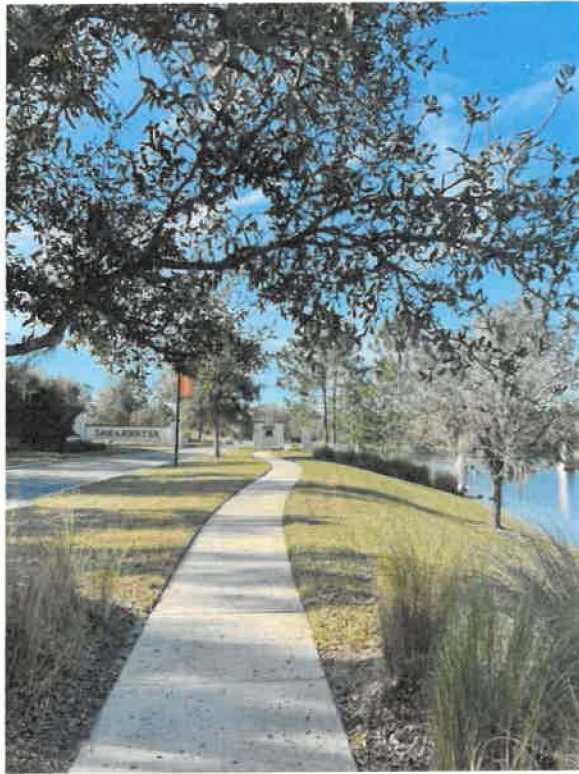


### **Clean Up Shrubs**

Even them out and separate shrubs



### **Cut Wax Myrtle Out**



**Cut Oak Limbs If Too Low**



**Clean Up In Front Of Monument  
Sign**



**Trim Grasses Off Of Turf Lines**



**Edge Grass And Jasmine. Pull Weeds**



**Trim Jasmine Around Pipes And  
Box**  
Be super careful



**Separate The Shrubs**



**Pull Weeds**



**Trim Around Light**

Be super careful of wires



**Even Out Jack Frost**



**Even Out Jack Frost**



**Pull Grass Out Of Grass**



**Even The Shrubs**



**Just Clean Up Area Best We Can**

## Work Order Proposal



**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:**

**Proposal Date:** 3/8/2024  
**Proposal Work Order #:** 63728  
**Prepared By:** ZACHARY HIGGINBOTHAM

Sod at Tennis Court- Mar24

Replace 1 pallet of Bermuda sod at Tennis Court area.

*Remediation Item*

DESCRIPTION	QTY	SIZE	TOTAL PRICE
<b>Sod Replacement</b>			<b>\$850.43</b>
Bermuda 419 Sod	450.00	SF	
<b>Total for Work Order #63728</b>			<b>\$850.43</b>

## Work Order Proposal



**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:**

**Proposal Date:** 3/11/2024  
**Proposal Work Order #:** 63820  
**Prepared By:** ZACHARY HIGGINBOTHAM

Sulfate of Potassium Application

*Remediation Item*

This proposal is for an additional sulfate of potassium treatment 0-0-50 (19% sulfur). We need to continuously work on the pH for the soil in the community as the buffer pH tells us that natural state of the soil is alkaline. Even in areas where the pH may currently be sufficient, this will be beneficial.

### DESCRIPTION

<b>Plant Health Care</b>	<b>\$5,115.00</b>
Sulfate of Potassium 0-0-50	
<b>Total for Work Order #63820</b>	<b>\$5,115.00</b>

## Work Order Proposal



**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:**

**Proposal Date:** 3/11/2024  
**Proposal Work Order #:** 63822  
**Prepared By:** ZACHARY HIGGINBOTHAM

### Greens-Edge Application

This proposal is for an application of Greens-Edge 6-3-0 granular fertilizer with bio-solids. This helps with root uptake efficiency, which in turn allows more potassium and phosphorous to be absorbed through the root system. Even if the phosphorous levels are inline, we believe that calcium and other elements are binding up the root absorption.

#### DESCRIPTION

<b>Plant Health Care</b>	<b>\$5,195.00</b>
Greens-Edge 6-3-0	
<b>Total for Work Order #63822</b>	<b>\$5,195.00</b>



# Soil Analysis

**Waters Agricultural Laboratories, Inc**

257 Newton Hwy | Camilla, GA 31730- | Phone (229) 336-7216

*"Improving Growth...  
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<b>Customer: 22650</b>				<b>Sample ID: 1</b>							
THE GREENERY  P O BOX 6569 HILTON HEAD ISLAND, SC 29938- UNITED STATES				Grower: THE GREENERY Farm ID: THE GREENERY Field ID: Lab Number: 713404BC Layer ID:				Received: 2/7/2024 Processed: 2/9/2024			
<b>Test Method: Mehlich I</b>				<b>Soil Laboratory Data (lbs/a)</b>						<b>Target pH 6.5</b>	
<b>P</b> Phosphorus	<b>K</b> Potassium	<b>Mg</b> Magnesium	<b>Ca</b> Calcium	<b>Soil pH</b>	<b>Buffer pH</b> Adams-Evans	<b>S</b> Sulfur	<b>B</b> Boron	<b>Zn</b> Zinc	<b>Mn</b> Manganese	<b>Fe</b> Iron	<b>Cu</b> Copper
34 <b>L</b>	33 <b>L</b>	135 <b>A</b>	6965 <b>VH</b>	7.6	7.85			5.7 <b>A</b>	17 <b>L</b>		
<b>Al</b> Aluminum	<b>Na</b> Sodium	<b>NO3-N</b> Nitrate-N	<b>NH4</b> Ammonia	<b>Cl</b> Chloride	<b>Soluble Salts</b>	<b>Organic Matter</b>	<b>ENR</b>	<b>Mo</b> Molybdenum	<b>Ni</b> Nickel	<b>BiCarbs</b>	
		ppm	ppm		mmhos/cm	%		ppm	ppm	meq/L	
<b>Soil Analysis Ratings</b>								<b>Cation Exchange Capacity</b>			
								19.2 meq/100g			
								<b>Base Saturation</b>			
								<b>K:</b> 0.2 %	<b>K/Mg:</b> 0.07		
								<b>Ca:</b> 90.6 %	<b>Ca/K:</b> 453.0		
								<b>Mg:</b> 2.9 %	<b>Ca/Mg:</b> 31.2		
								<b>H:</b> 6.2 %			
								<b>Na:</b> %			
<b>Crop: ORNAMENTAL</b>				<b>Fertility Recommendations (lbs/1000SqFt)</b>						<b>Yield: SHRUBS AND TREE</b>	
<b>Lime</b>	<b>Gypsum</b>	<b>N</b> Nitrogen	<b>P205</b> Phosphate	<b>K20</b> Potash	<b>Mg</b> Magnesium	<b>S</b> Sulfur	<b>B</b> Boron	<b>Zn</b> Zinc	<b>Mn</b> Manganese	<b>Fe</b> Iron	<b>Cu</b> Copper
		2.8	3.4	5.5					0.18		

\* = Maintenance Recommendation

## Comments

SPLIT APPLICATIONS OF NITROGEN AND POTASSIUM RECOMMENDED. PLANT SAMPLES SHOULD BE TAKEN DURING THE GROWING SEASON. ADDITIONAL OR SUPPLEMENTAL NUTRIENTS MAY BE NEEDED.



# Soil Analysis

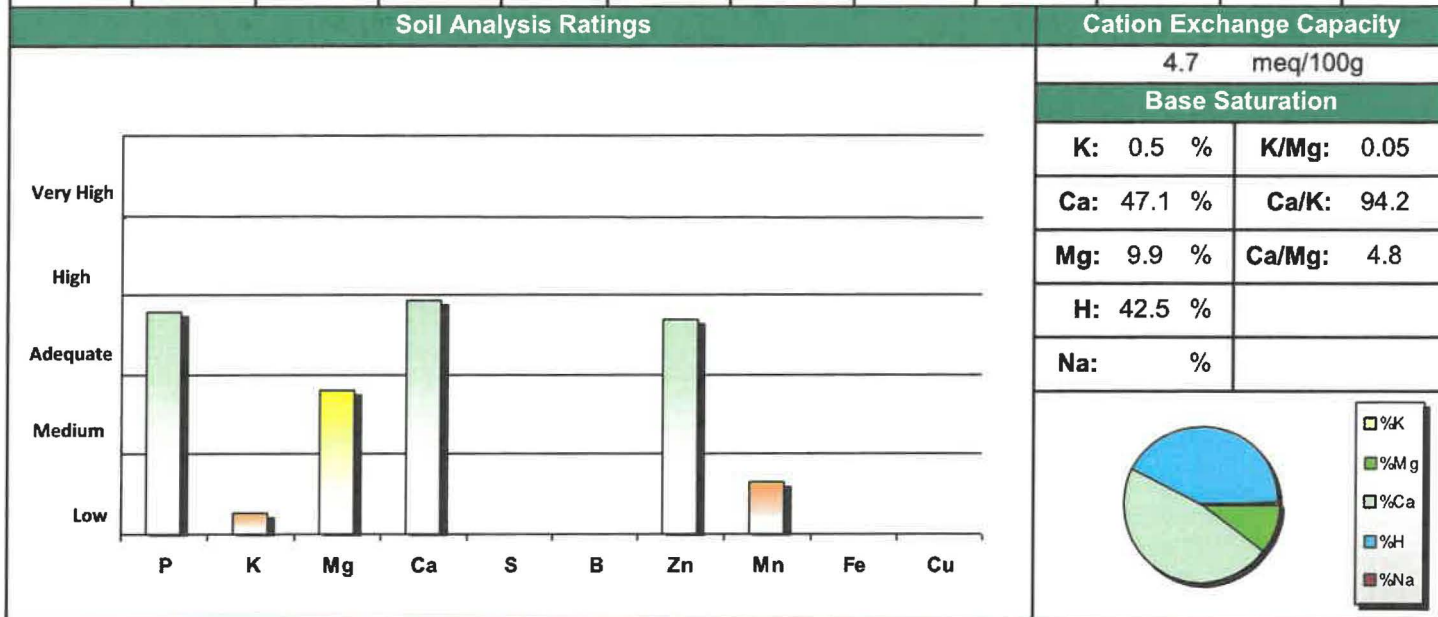
Waters Agricultural Laboratories, Inc

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<b>Customer: 22650</b>	<b>Sample ID: 2</b>
THE GREENERY P O BOX 6569 HILTON HEAD ISLAND, SC 29938- UNITED STATES	Grower: THE GREENERY Farm ID: THE GREENERY Field ID: Lab Number: 713405BC Layer ID: Received: 2/7/2024 Processed: 2/9/2024

Test Method: Mehlich I				Soil Laboratory Data (lbs/a)						Target pH 6.5	
P	K	Mg	Ca	Soil pH	Buffer pH	S	B	Zn	Mn	Fe	Cu
Phosphorus	Potassium	Magnesium	Calcium		Adams-Evans	Sulfur	Boron	Zinc	Manganese	Iron	Copper
112 A	19 L	112 M	888 A	6.0	7.75			7.1 A	13 L		
Al	Na	NO3-N	NH4	Cl	Soluble Salts	Organic Matter	ENR	Mo	Ni	BiCarbs	
Aluminum	Sodium	Nitrate-N	Ammonia	Chloride				Molybdenum	Nickel		
		ppm	ppm		mmhos/cm	%		ppm	ppm	meq/L	



Crop: ORNAMENTAL		Fertility Recommendations (lbs/1000SqFt)								Yield: SHRUBS AND TREE			
Lime		Gypsum		N Nitrogen	P205 Phosphate	K20 Potash	Mg Magnesium	S Sulfur	B Boron	Zn Zinc	Mn Manganese	Fe Iron	Cu Copper
27.6				2.8	1.6	5.9	0.2				0.23		

\* = Maintenance Recommendation

## Comments

SPLIT APPLICATIONS OF NITROGEN AND POTASSIUM RECOMMENDED. PLANT SAMPLES SHOULD BE TAKEN DURING THE GROWING SEASON. ADDITIONAL OR SUPPLEMENTAL NUTRIENTS MAY BE NEEDED. IF DOLOMITE LIME HAS BEEN APPLIED RECENTLY - MAGNESIUM RECOMMENDATION CAN BE CUT IN HALF.



# Soil Analysis

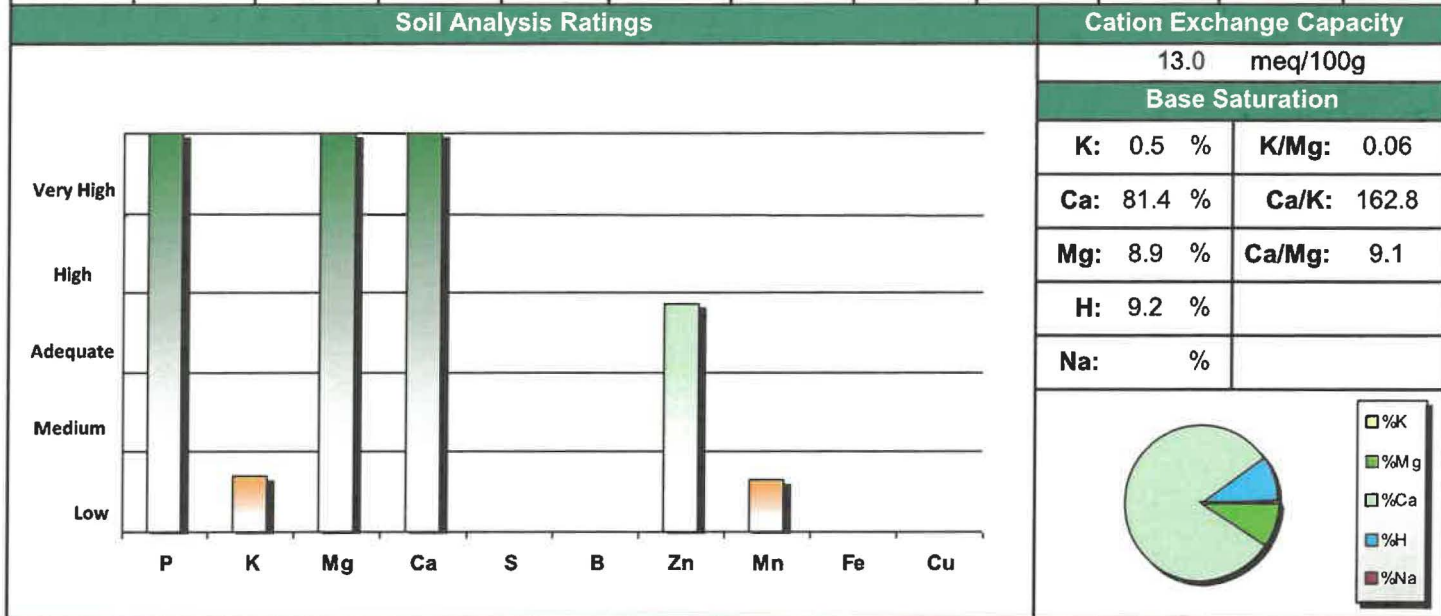
**Waters Agricultural Laboratories, Inc**

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<b>Customer: 22650</b>	<b>Sample ID: 3</b>
THE GREENERY  P O BOX 6569 HILTON HEAD ISLAND, SC 29938- UNITED STATES	Grower: THE GREENERY Farm ID: THE GREENERY Field ID: Lab Number: 713406BC Layer ID: Received: 2/7/2024 Processed: 2/9/2024

Test Method: Mehlich I				Soil Laboratory Data (lbs/a)						Target pH 6.5	
P	K	Mg	Ca	Soil pH	Buffer pH	S	B	Zn	Mn	Fe	Cu
Phosphorus	Potassium	Magnesium	Calcium		Adams-Evans	Sulfur	Boron	Zinc	Manganese	Iron	Copper
162 <b>VH</b>	48 <b>L</b>	279 <b>VH</b>	4246 <b>VH</b>	7.0	7.85			7.6 <b>A</b>	13 <b>L</b>		
Al	Na	NO3-N	NH4	Cl	Soluble Salts	Organic Matter	ENR	Mo	Ni	BiCarbs	
Aluminum	Sodium	Nitrate-N	Ammonia	Chloride				Molybdenum	Nickel		
		ppm	ppm		mmhos/cm	%		ppm	ppm	meq/L	



Crop: TURF GRASS SOD		Fertility Recommendations (lbs/1000SqFt)						Yield: MAX			
Lime	Gypsum	N	P205	K20	Mg	S	B	Zn	Mn	Fe	Cu
		Nitrogen	Phosphate	Potash	Magnesium	Sulfur	Boron	Zinc	Manganese	Iron	Copper
		5.3	0.9 *	4.7					0.16		

\* = Maintenance Recommendation

## Comments

NITROGEN AND POTASSIUM SHOULD BE APPLIED IN SPLIT APPLICATIONS - PREFERABLY 3 TO 5 TIMES - PREDICATED ON THE TYPE OF NITROGEN USED. PLANT SAMPLES (GRASS CLIPPINGS) SHOULD BE TAKEN DURING THE GROWING SEASON TO MONITOR ALL NUTRIENTS. ADDITIONAL NUTRIENTS MAY BE NEEDED ESPECIALLY NITROGEN AND POTASSIUM.



# Soil Analysis

**Waters Agricultural Laboratories, Inc**

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<b>Customer: 22650</b>	<b>Sample ID: 4</b>
THE GREENERY  P O BOX 6569 HILTON HEAD ISLAND, SC 29938- UNITED STATES	Grower: THE GREENERY Farm ID: THE GREENERY Field ID: Lab Number: 713407BC Layer ID: Received: 2/7/2024 Processed: 2/9/2024

Test Method: Mehlich I				Soil Laboratory Data (lbs/a)						Target pH 6.5	
P	K	Mg	Ca	Soil pH	Buffer pH	S	B	Zn	Mn	Fe	Cu
Phosphorus	Potassium	Magnesium	Calcium		Adams-Evans	Sulfur	Boron	Zinc	Manganese	Iron	Copper
16 L	73 M	354 VH	9949 VH	7.4	7.80			3.8 M	6 L		
Al	Na	NO3-N	NH4	Cl	Soluble Salts	Organic Matter	ENR	Mo	Ni	BiCarbs	
Aluminum	Sodium	Nitrate-N	Ammonia	Chloride				Molybdenum	Nickel		
		ppm	ppm		mmhos/cm	%		ppm	ppm	meq/L	

Soil Analysis Ratings										Cation Exchange Capacity																							
<table border="1"><thead><tr><th>Element</th><th>Rating</th></tr></thead><tbody><tr><td>P</td><td>Low</td></tr><tr><td>K</td><td>Medium</td></tr><tr><td>Mg</td><td>Very High</td></tr><tr><td>Ca</td><td>Very High</td></tr><tr><td>S</td><td>-</td></tr><tr><td>B</td><td>-</td></tr><tr><td>Zn</td><td>High</td></tr><tr><td>Mn</td><td>Low</td></tr><tr><td>Fe</td><td>Low</td></tr><tr><td>Cu</td><td>Low</td></tr></tbody></table>										Element	Rating	P	Low	K	Medium	Mg	Very High	Ca	Very High	S	-	B	-	Zn	High	Mn	Low	Fe	Low	Cu	Low	28.0 meq/100g	
										Element	Rating																						
										P	Low																						
										K	Medium																						
										Mg	Very High																						
										Ca	Very High																						
S	-																																
B	-																																
Zn	High																																
Mn	Low																																
Fe	Low																																
Cu	Low																																
Base Saturation																																	
K: 0.3 %	K/Mg: 0.06																																
Ca: 88.7 %	Ca/K: 295.7																																
Mg: 5.3 %	Ca/Mg: 16.7																																
H: 5.7 %																																	
Na: %																																	
<table border="1"><thead><tr><th>Cation</th><th>Percentage</th></tr></thead><tbody><tr><td>%K</td><td>0.3 %</td></tr><tr><td>%Mg</td><td>5.3 %</td></tr><tr><td>%Ca</td><td>88.7 %</td></tr><tr><td>%H</td><td>5.7 %</td></tr><tr><td>%Na</td><td>-</td></tr></tbody></table>										Cation	Percentage	%K	0.3 %	%Mg	5.3 %	%Ca	88.7 %	%H	5.7 %	%Na	-												
Cation	Percentage																																
%K	0.3 %																																
%Mg	5.3 %																																
%Ca	88.7 %																																
%H	5.7 %																																
%Na	-																																

Crop: TURF GRASS SOD			Fertility Recommendations (lbs/1000SqFt)							Yield: MAX		
Lime	Gypsum		N	P205	K20	Mg	S	B	Zn	Mn	Fe	Cu
			Nitrogen	Phosphate	Potash	Magnesium	Sulfur	Boron	Zinc	Manganese	Iron	Copper
			5.3	2.6	4.1					0.23		

\* = Maintenance Recommendation

## Comments

NITROGEN AND POTASSIUM SHOULD BE APPLIED IN SPLIT APPLICATIONS - PREFERABLY 3 TO 5 TIMES - PREDICATED ON THE TYPE OF NITROGEN USED. PLANT SAMPLES (GRASS CLIPPINGS) SHOULD BE TAKEN DURING THE GROWING SEASON TO MONITOR ALL NUTRIENTS. ADDITIONAL NUTRIENTS MAY BE NEEDED ESPECIALLY NITROGEN AND POTASSIUM.



# Soil Analysis

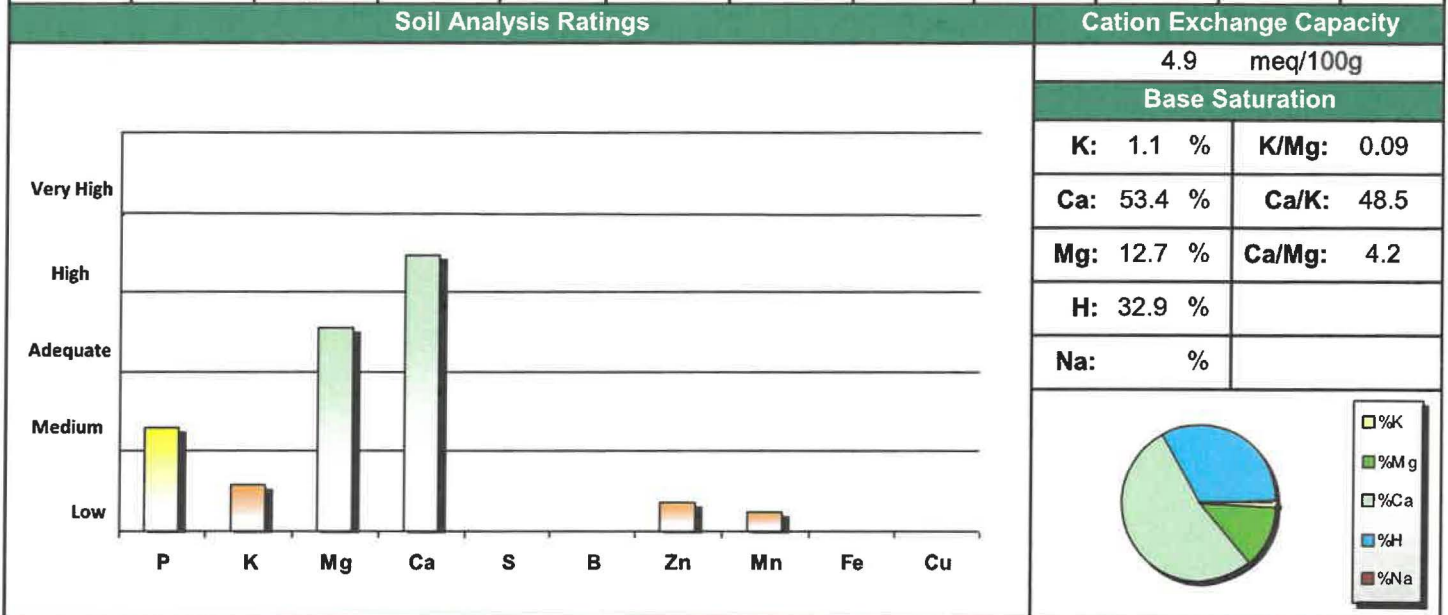
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<b>Customer: 22650</b>	<b>Sample ID: 5</b>
THE GREENERY  P O BOX 6569 HILTON HEAD ISLAND, SC 29938- UNITED STATES	Grower: THE GREENERY Farm ID: THE GREENERY Field ID: Lab Number: 713408BC Layer ID: Received: 2/7/2024 Processed: 2/9/2024

Test Method: Mehlich I				Soil Laboratory Data (lbs/a)						Target pH 6.5	
P	K	Mg	Ca	Soil pH	Buffer pH	S	B	Zn	Mn	Fe	Cu
Phosphorus	Potassium	Magnesium	Calcium		Adams-Evans	Sulfur	Boron	Zinc	Manganese	Iron	Copper
52 <b>M</b>	40 <b>L</b>	148 <b>A</b>	1038 <b>H</b>	7.1	7.80			1.1 <b>L</b>	5 <b>L</b>		
Al	Na	NO3-N	NH4	Cl	Soluble Salts	Organic Matter	ENR	Mo	Ni	BiCarbs	
Aluminum	Sodium	Nitrate-N	Ammonia	Chloride				Molybdenum	Nickel		
		ppm	ppm		mmhos/cm	%		ppm	ppm	meq/L	



Crop: TURF GRASS SOD		Fertility Recommendations (lbs/1000SqFt)							Yield: MAX		
Lime	Gypsum	N	P205	K20	Mg	S	B	Zn	Mn	Fe	Cu
		Nitrogen	Phosphate	Potash	Magnesium	Sulfur	Boron	Zinc	Manganese	Iron	Copper
		5.3	1.8	4.8				0.05	0.23		

\* = Maintenance Recommendation

## Comments

NITROGEN AND POTASSIUM SHOULD BE APPLIED IN SPLIT APPLICATIONS - PREFERABLY 3 TO 5 TIMES - PREDICATED ON THE TYPE OF NITROGEN USED. PLANT SAMPLES (GRASS CLIPPINGS) SHOULD BE TAKEN DURING THE GROWING SEASON TO MONITOR ALL NUTRIENTS. ADDITIONAL NUTRIENTS MAY BE NEEDED ESPECIALLY NITROGEN AND POTASSIUM.



# Soil Analysis

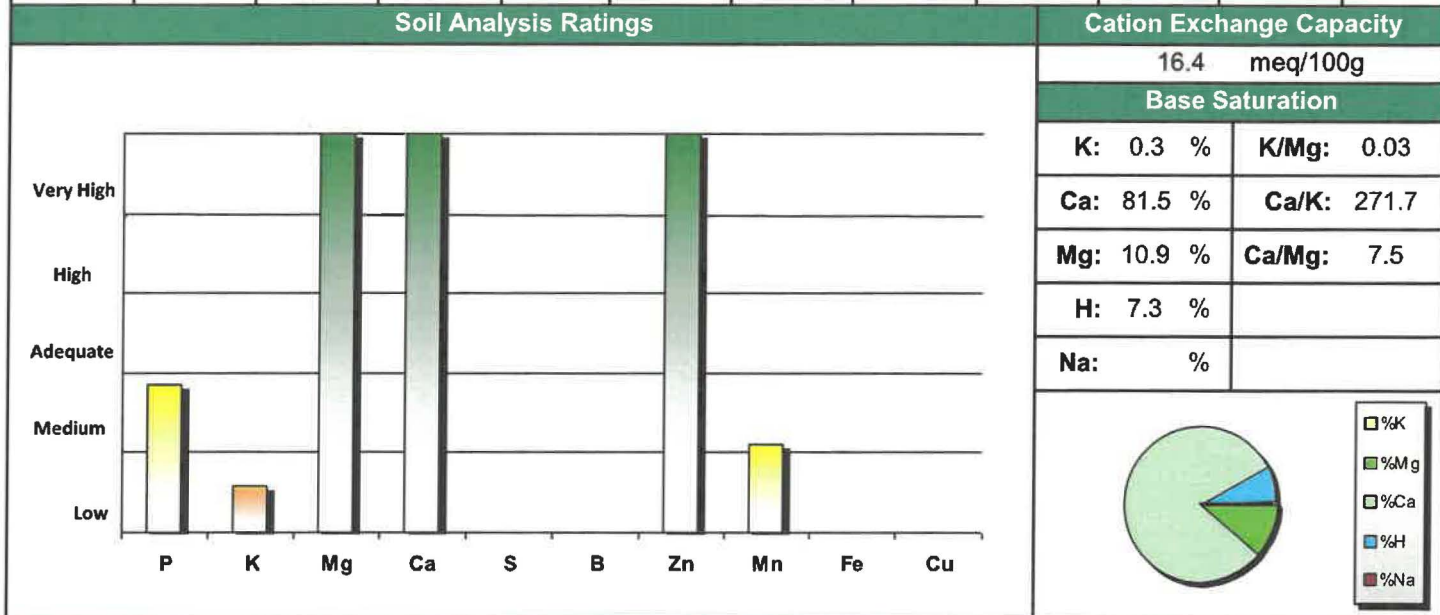
## Waters Agricultural Laboratories, Inc

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"Improving Growth...  
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<b>Customer: 22650</b>	<b>Sample ID: 6</b>
THE GREENERY  P O BOX 6569 HILTON HEAD ISLAND, SC 29938- UNITED STATES	Grower: THE GREENERY Farm ID: THE GREENERY Field ID: Lab Number: 713409BC Layer ID:  Received: 2/7/2024 Processed: 2/9/2024

Test Method: Mehlich I		Soil Laboratory Data (lbs/a)								Target pH 6.5	
P	K	Mg	Ca	Soil pH	Buffer pH	S	B	Zn	Mn	Fe	Cu
Phosphorus	Potassium	Magnesium	Calcium		Adams-Evans	Sulfur	Boron	Zinc	Manganese	Iron	Copper
74 <b>M</b>	40 <b>L</b>	429 <b>VH</b>	5362 <b>VH</b>	7.5	7.85			18.8 <b>VH</b>	21 <b>M</b>		
Al	Na	NO3-N	NH4	Cl	Soluble Salts	Organic Matter	ENR	Mo	Ni	BiCarbs	
Aluminum	Sodium	Nitrate-N	Ammonia	Chloride				Molybdenum	Nickel		
		ppm	ppm		mmhos/cm	%		ppm	ppm	meq/L	



Crop: TURF GRASS SOD		Fertility Recommendations (lbs/1000SqFt)								Yield: MAX	
Lime	Gypsum	N	P205	K20	Mg	S	B	Zn	Mn	Fe	Cu
		Nitrogen	Phosphate	Potash	Magnesium	Sulfur	Boron	Zinc	Manganese	Iron	Copper
		5.3	1.4	4.8							

\* = Maintenance Recommendation

### Comments

NITROGEN AND POTASSIUM SHOULD BE APPLIED IN SPLIT APPLICATIONS - PREFERABLY 3 TO 5 TIMES - PREDICATED ON THE TYPE OF NITROGEN USED. PLANT SAMPLES (GRASS CLIPPINGS) SHOULD BE TAKEN DURING THE GROWING SEASON TO MONITOR ALL NUTRIENTS. ADDITIONAL NUTRIENTS MAY BE NEEDED ESPECIALLY NITROGEN AND POTASSIUM.



# Soil Analysis

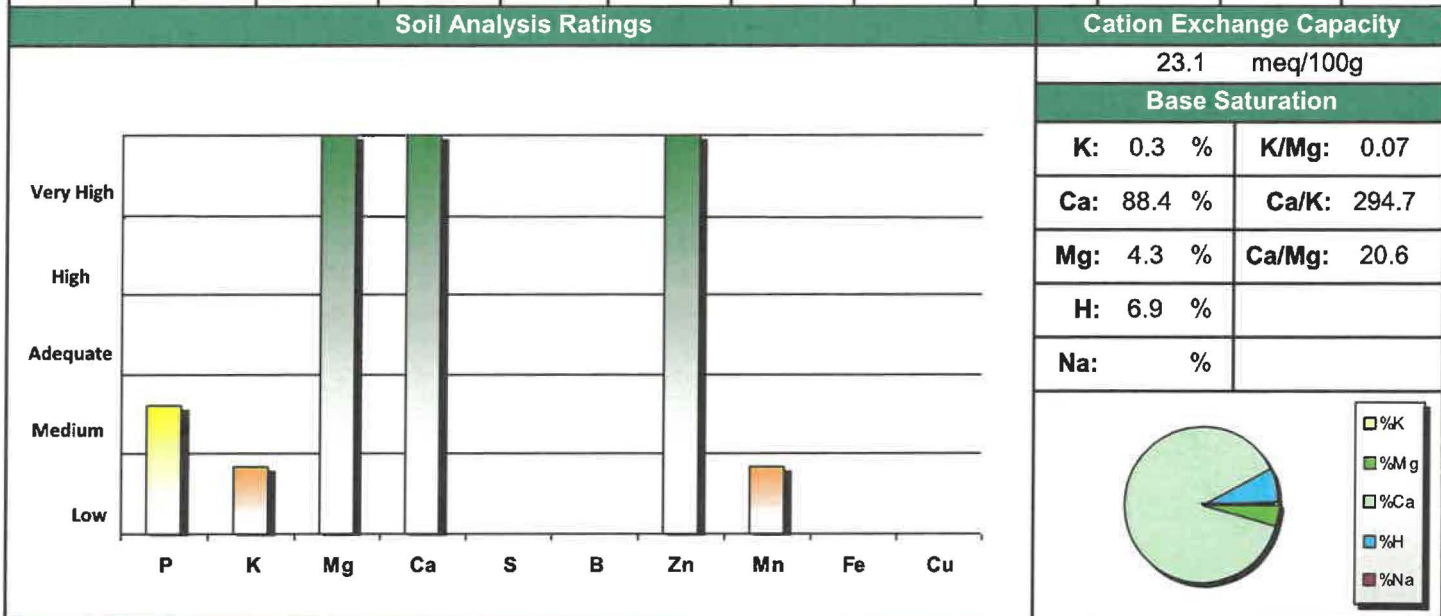
**Waters Agricultural Laboratories, Inc**

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Customer: 22650	Sample ID: 7
THE GREENERY  P O BOX 6569 HILTON HEAD ISLAND, SC 29938- UNITED STATES	Grower: THE GREENERY Farm ID: THE GREENERY Field ID: Lab Number: 713410BC Layer ID: Received: 2/7/2024 Processed: 2/9/2024

Test Method: Mehlich I				Soil Laboratory Data (lbs/a)						Target pH 6.5	
P	K	Mg	Ca	Soil pH	Buffer pH	S	B	Zn	Mn	Fe	Cu
Phosphorus	Potassium	Magnesium	Calcium		Adams-Evans	Sulfur	Boron	Zinc	Manganese	Iron	Copper
64 <b>M</b>	59 <b>L</b>	240 <b>VH</b>	8167 <b>VH</b>	7.3	7.80			22.2 <b>VH</b>	17 <b>L</b>		
Al	Na	NO3-N	NH4	Cl	Soluble Salts	Organic Matter	ENR	Mo	Ni	BiCarbs	
Aluminum	Sodium	Nitrate-N	Ammonia	Chloride				Molybdenum	Nickel		
		ppm	ppm		mmhos/cm	%		ppm	ppm	meq/L	



Crop: ORNAMENTAL		Fertility Recommendations (lbs/1000SqFt)								Yield: SHRUBS AND TREE		
Lime		Gypsum	N	P205	K20	Mg	S	B	Zn	Mn	Fe	Cu
			Nitrogen	Phosphate	Potash	Magnesium	Sulfur	Boron	Zinc	Manganese	Iron	Copper
			2.8	2.8	4.9					0.18		

\* = Maintenance Recommendation

## Comments

SPLIT APPLICATIONS OF NITROGEN AND POTASSIUM RECOMMENDED. PLANT SAMPLES SHOULD BE TAKEN DURING THE GROWING SEASON. ADDITIONAL OR SUPPLEMENTAL NUTRIENTS MAY BE NEEDED.



# Soil Analysis

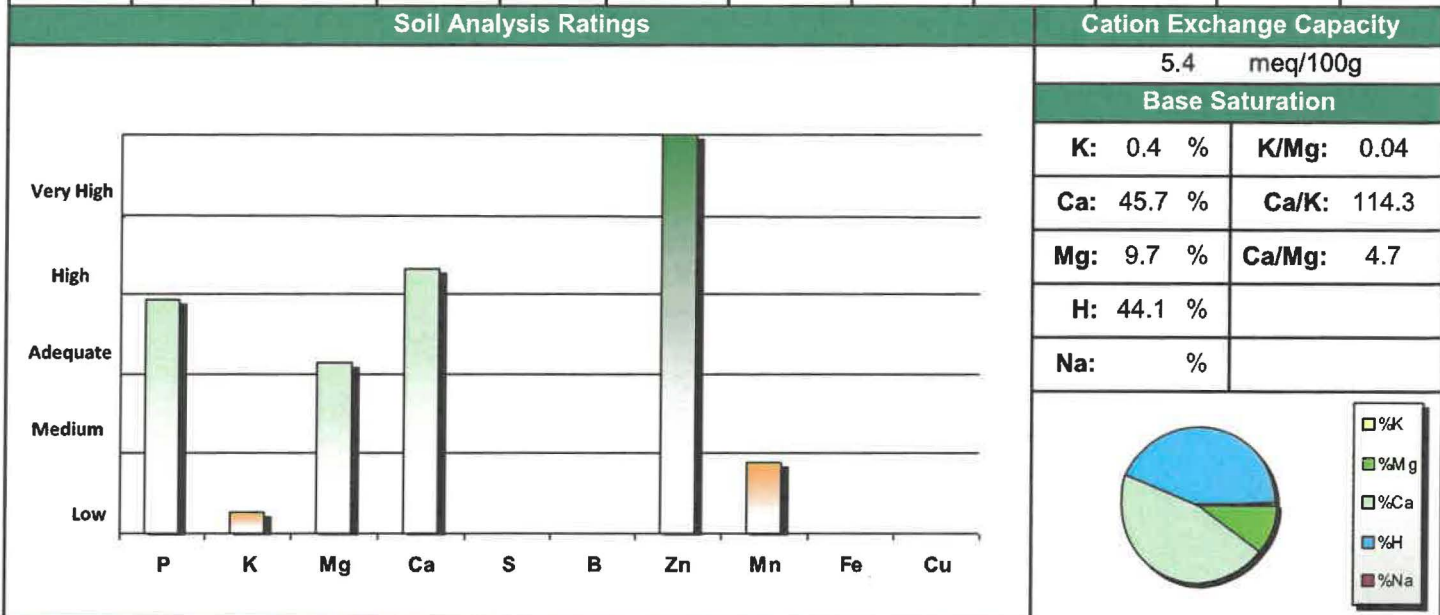
**Waters Agricultural Laboratories, Inc**

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Customer: 22650	Sample ID: 8
THE GREENERY  P O BOX 6569 HILTON HEAD ISLAND, SC 29938- UNITED STATES	Grower: THE GREENERY Farm ID: THE GREENERY Field ID: Lab Number: 713411BC Layer ID: Received: 2/7/2024 Processed: 2/9/2024

Test Method: Mehlich I				Soil Laboratory Data (lbs/a)						Target pH 6.5	
P	K	Mg	Ca	Soil pH	Buffer pH	S	B	Zn	Mn	Fe	Cu
Phosphorus	Potassium	Magnesium	Calcium		Adams-Evans	Sulfur	Boron	Zinc	Manganese	Iron	Copper
117 A	18 L	127 A	995 H	6.1	7.70			11.2 VH	18 L		
Al	Na	NO3-N	NH4	Cl	Soluble Salts	Organic Matter	ENR	Mo	Ni	BiCarbs	
Aluminum	Sodium	Nitrate-N	Ammonia	Chloride				Molybdenum	Nickel		
		ppm	ppm		mmhos/cm	%		ppm	ppm	meq/L	



Crop: ORNAMENTAL		Fertility Recommendations (lbs/1000SqFt)								Yield: SHRUBS AND TREE		
Lime	Gypsum	N	P205	K20	Mg	S	B	Zn	Mn	Fe	Cu	
		Nitrogen	Phosphate	Potash	Magnesium	Sulfur	Boron	Zinc	Manganese	Iron	Copper	
23.0		2.8	1.5	5.9					0.16			

\* = Maintenance Recommendation

## Comments

SPLIT APPLICATIONS OF NITROGEN AND POTASSIUM RECOMMENDED. PLANT SAMPLES SHOULD BE TAKEN DURING THE GROWING SEASON. ADDITIONAL OR SUPPLEMENTAL NUTRIENTS MAY BE NEEDED.



# Soil Analysis

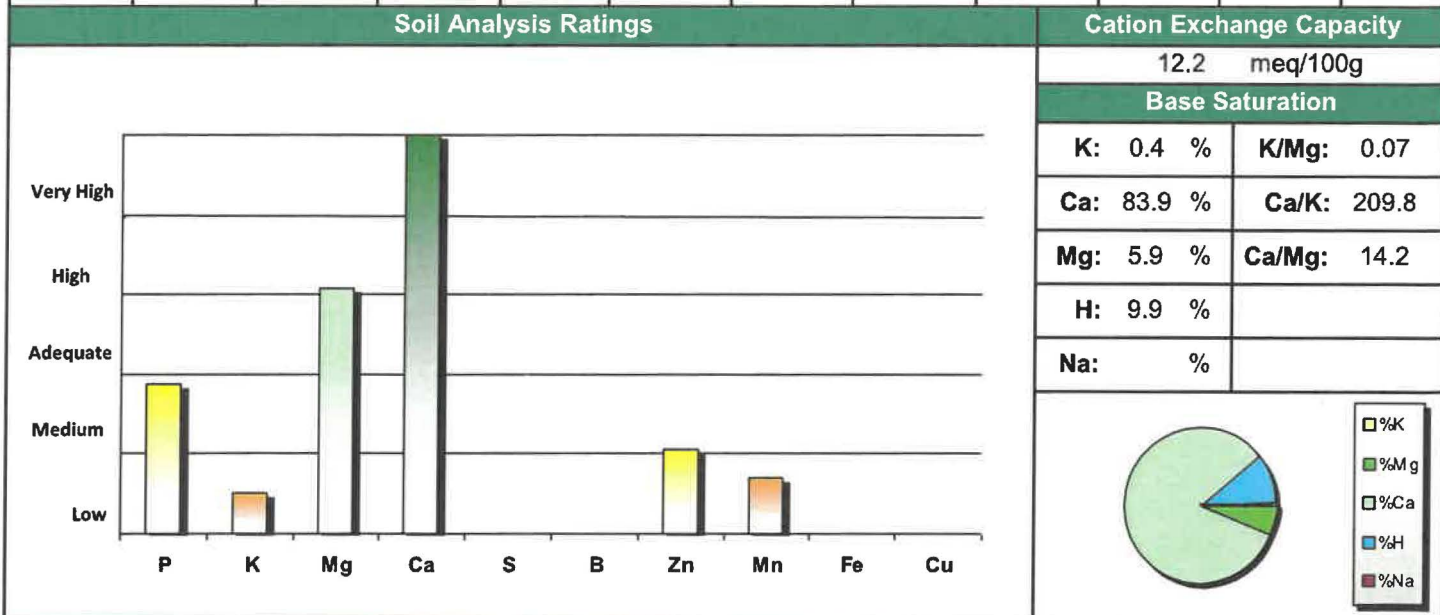
**Waters Agricultural Laboratories, Inc**

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*"Improving Growth...  
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<b>Customer: 22650</b>	<b>Sample ID: 9</b>
THE GREENERY  P O BOX 6569 HILTON HEAD ISLAND, SC 29938- UNITED STATES	Grower: THE GREENERY Farm ID: THE GREENERY Field ID: Lab Number: 713412BC Layer ID: Received: 2/7/2024 Processed: 2/9/2024

Test Method: Mehlich I				Soil Laboratory Data (lbs/a)						Target pH 6.5	
P	K	Mg	Ca	Soil pH	Buffer pH	S	B	Zn	Mn	Fe	Cu
Phosphorus	Potassium	Magnesium	Calcium		Adams-Evans	Sulfur	Boron	Zinc	Manganese	Iron	Copper
75 <b>M</b>	36 <b>L</b>	172 <b>H</b>	4078 <b>VH</b>	7.6	7.85			3.1 <b>M</b>	14 <b>L</b>		
Al	Na	NO3-N	NH4	Cl	Soluble Salts	Organic Matter	ENR	Mo	Ni	BiCarbs	
Aluminum	Sodium	Nitrate-N	Ammonia	Chloride				Molybdenum	Nickel		
		ppm	ppm		mmhos/cm	%		ppm	ppm	meq/L	



Crop: ORNAMENTAL		Fertility Recommendations (lbs/1000SqFt)								Yield: SHRUBS AND TREE			
Lime		Gypsum		N Nitrogen	P205 Phosphate	K20 Potash	Mg Magnesium	S Sulfur	B Boron	Zn Zinc	Mn Manganese	Fe Iron	Cu Copper
				2.8	2.4	5.4					0.23		

\* = Maintenance Recommendation

## Comments

SPLIT APPLICATIONS OF NITROGEN AND POTASSIUM RECOMMENDED. PLANT SAMPLES SHOULD BE TAKEN DURING THE GROWING SEASON. ADDITIONAL OR SUPPLEMENTAL NUTRIENTS MAY BE NEEDED.

## Work Order Proposal



**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:**

**Proposal Date:** 2/5/2024  
**Proposal Work Order #:** 62521  
**Prepared By:** ZACHARY HIGGINBOTHAM

*Remediation Item*

### Magnolia Replace

Proposal is to pull out existing stump and install a new tree. Instead of four separate proposals, we thought it would be easier to have all options on one page. Price includes install, clean up, water bag and staking.

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE
<b>Planting</b>				
Magnolia 'Bracken's Brown Beauty' - 45g - 10-12'	1.00	10-12 FT	\$1,747.00	\$1,747.00
Magnolia 'Bracken's Brown Beauty' - 4" Caliper - 17-19'	1.00	16-18 FT	\$2,857.00	\$2,857.00
Magnolia 'DD Blanchard' - 3' caliper - 12-14'	1.00	12-14 FT	\$1,930.00	\$1,930.00
Magnolia 'DD Blanchard' - 3.75" Caliper - 13-15'	1.00	14-16 FT	\$2,295.00	\$2,295.00
<b>Total for Work Order #62521</b>				<b>\$8,829.00</b>

## Work Order Proposal



**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:**

**Proposal Date:** 3/8/2024  
**Proposal Work Order #:** 63732  
**Prepared By:** ZACHARY HIGGINBOTHAM

Main Entrance Replacements - Mar24

*Remediation Item*

Main entrance Islands Cleanup and Plant replacement. Up to School Entrance

DESCRIPTION	QTY	SIZE	TOTAL PRICE
<b>Plantings</b>			<b>\$14,948.94</b>
Ilex 'Schillings Dwarf' - 7 Gal	13.00	7 Gallon	
Ligustrum 'Jack Frost' - 7 Gal	28.00	7 Gallon	
Podocarpus 'Pringles Dwarf' - 3 Gal	8.00	3 Gallon	
Asiatic Jasmine - 1 Gal	225.00	1 Gallon	
Perennial Peanut - 1 Gal	350.00	1 Gallon	
<b>Total for Work Order #63732</b>			<b>\$14,948.94</b>

District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

- b. **Acceptance of Site.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the bid, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. Alternatively, the Contractor will have a period of thirty (30) days from the date of the Agreement to perform a thorough landscape audit of the entire site and prepare a listing of items that need repair/replacement and provide to the District a proposal of the work necessary to bring the site conditions to industry standard. Upon agreement as to and performance of the work necessary to bring the site to industry standard conditions, the Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping. Additionally, the Contractor shall have a period of thirty (30) days from the date of the Agreement to perform a thorough audit of the entire irrigation system and prepare a listing of items that need repair/replacement and provide the District a proposal of work necessary to in order for the system to operate properly. Assuming the District approves the repairs listed in the 30-day audit and after such repairs have been made, after the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume, at no additional cost to the District, responsibility for any and all maintenance deficiencies, including parts and labor, associated with the irrigation system, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings.
- c. **Manner of Contractor's Performance.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (defined herein) issued in connection with this

## Work Order Proposal



**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:**

**Proposal Date:** 3/8/2024

**Proposal Work Order #:** 63725

**Prepared By:** ZACHARY HIGGINBOTHAM

*Acceptance of Site*

### Pond Cleanup - Main Pond on Right just inside Entrance- Mar24

Cleanup pond that was left unmaintained and return to a maintainable state.

Re-establish bed lines

Re-establish Tree Rings

Trim Pond Bank

DESCRIPTION	QTY	SIZE	TOTAL PRICE
Pond Cleanup			\$2,275.67
Maintenance Labor	40.00	HR	
Total for Work Order #63725			\$2,275.67

## Work Order Proposal



**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:**

**Proposal Date:** 3/8/2024

**Proposal Work Order #:** 63726

**Prepared By:** ZACHARY HIGGINBOTHAM

Grass Pruning- Mar24

Acceptance  
of  
Site

This is labor to clean up and Prune grasses throughout the property that we were told would be done prior to us starting the contract.

DESCRIPTION	QTY	SIZE	TOTAL PRICE
Pond Cleanup			\$2,275.67
Maintenance Labor	40.00	HR	
Total for Work Order #63726			\$2,275.67

## Work Order Proposal



**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:**

**Proposal Date:** 3/8/2024  
**Proposal Work Order #:** 63731  
**Prepared By:** ZACHARY HIGGINBOTHAM

*Acceptance  
of Site*

**Pruning Cleanup - Mar24**

**General Cleanup to bring shrubs back down to maintainable height.**

DESCRIPTION	QTY	SIZE	TOTAL PRICE
<b>Pruning Cleanup</b>			<b>\$6,827.01</b>
Maintenance Labor	120.00	HR	
<b>Total for Work Order #63731</b>			<b>\$6,827.01</b>

## Work Order Proposal



**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:**

**Proposal Date:** 3/8/2024  
**Proposal Work Order #:** 63729  
**Prepared By:** ZACHARY HIGGINBOTHAM

Countie Palm Replacement- Mar24

Round About

Replace Coontie Palms that were mowed down and are likely Dead

### DESCRIPTION

DESCRIPTION	QTY	SIZE	TOTAL PRICE
Countie Palm Replacement			\$46,690.02
Zamia Coontie Palm - 3 Gal	738.00	3 Gallon	
Total for Work Order #63729			\$46,690.02

VerdeGO WAS ASKED to trim palms. They cut them back + nubs last day on property. I do not recommend Re-planting 738 palms.  
PT  
GM

## Work Order Proposal



**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:**

**Proposal Date:** 3/8/2024  
**Proposal Work Order #:** 63727  
**Prepared By:** ZACHARY HIGGINBOTHAM

### Pond Cleanup - Parking Lot Islands- Mar24

There are 11 Oak parking lot island at the clubhouse. All are about 11x16'. Install Perennial Peanut in each of them on 8" Centers.

DESCRIPTION	QTY	SIZE	TOTAL PRICE
<b>Parking Island- Perennial Peanut install</b>			<b>\$19,693.91</b>
Perennial Peanut - 1 Gal	1,452.00	1 Gallon	
<b>Total for Work Order #63727</b>			<b>\$19,693.91</b>

# Work Order Proposal



**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:**

**Proposal Date:** 3/13/2024  
**Proposal Work Order #:** 64105  
**Prepared By:** JASON CATHER

## Irrigation Repairs Trout Creek CDD

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE	TOTAL PRICE
Phase 1					\$68,539.19

Phase 1-

Repair all electronics on the system.

- Install 2 Weathermatic Smart Controllers
- Replace all 96 Decoders
- Locate and repair wire path throughout systems

Controller (Clock) will warrantied for as long as we maintain the system against:

- Lightning
- Theft
- Vandalism

Weathermatic Irrigation Controllers	2.00	EA	\$5,295.45	\$10,590.89
Weathermatic Decoder	120.00	EA	\$359.94	\$43,192.91
Lightning Arrester	12.00	EA	\$227.50	\$2,729.97
Wire Path Repairs	1.00	LS	\$12,025.42	\$12,025.42

Phase 2					\$72,897.78
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-Phase 2- Entrance from hwy 210 to Wall

- Replacing estimated 38 Valves
- Replace estimated 750 heads (Assuming 1/2 will be

leaking/broken and absolutely have to be replaced

Electric Valve 2"	38.00	EA	\$491.65	\$18,682.61
Sprinkler Head Replacement	750.00	EA	\$72.29	\$54,215.17

<b>Phase 3</b>				<b>\$80,445.29</b>
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Phase 3- Amenity Area

- Replacing 46 Valves
- Replace an 800 heads based on condition

Electric Valve 2"	46.00	EA	\$491.65	\$22,615.79
Sprinkler Head Replacement	800.00	EA	\$72.29	\$57,829.50

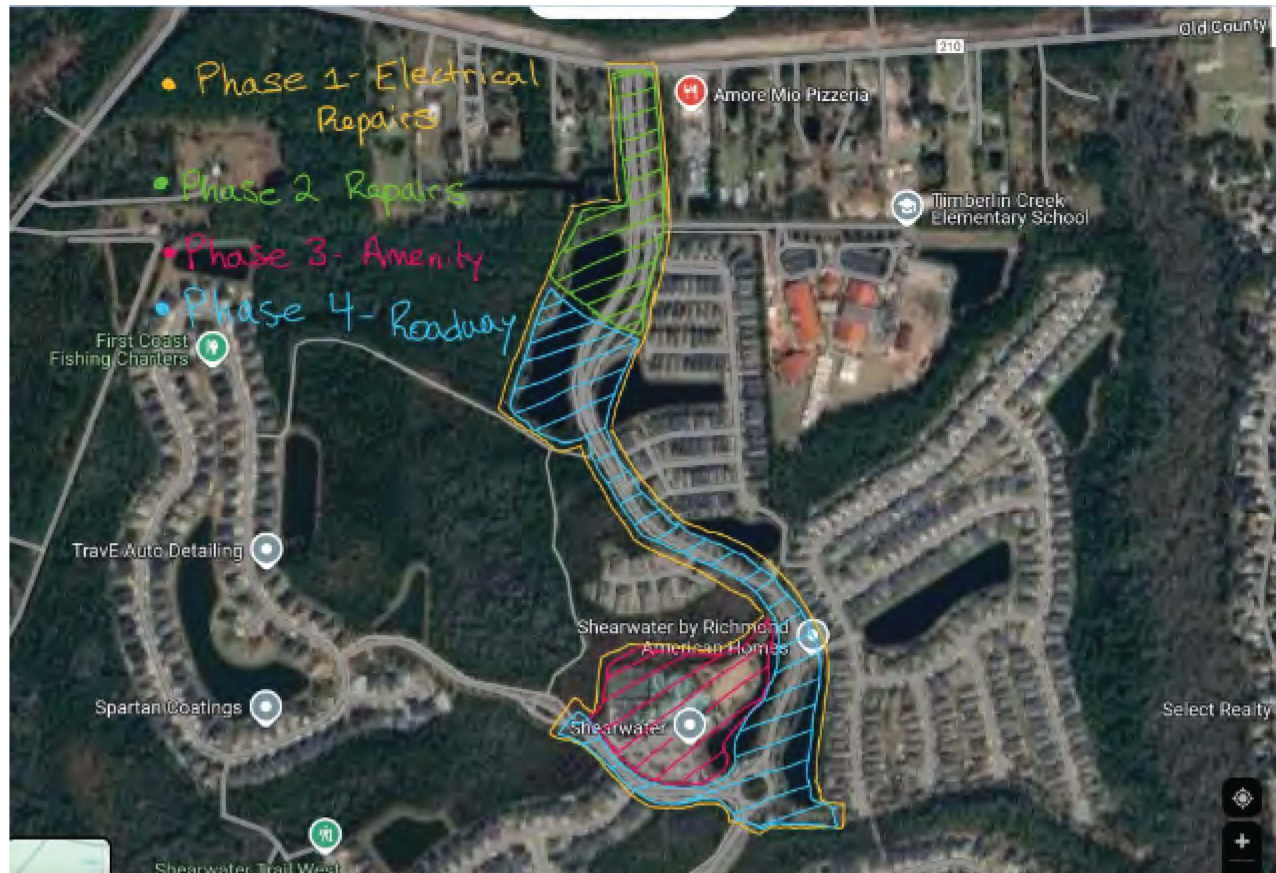
<b>Phase 4</b>				<b>\$112,368.34</b>
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Phase 4- Wall to Roundabout

- Replacing 58 Valves
- Replace an 1160 heads based on condition

Electric Valve 2"	58.00	EA	\$491.65	\$28,515.56
Sprinkler Head Replacement	1,160.00	EA	\$72.29	\$83,852.78

<b>Total for Work Order #64105</b>				<b>\$334,250.60</b>
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# TERMS & CONDITIONS

1. Deposit. A 30% Deposit is required prior to commencement of work.
2. Proposal Pricing. This bid is valid for 30 days from proposal date unless otherwise approved by the Greenery, Inc.
3. Plant Guarantee. The Greenery, Inc. guarantees all plantings we supply and install for one year that are covered under an automated irrigation system and maintained under a continuous maintenance agreement by the Greenery, Inc.. This guarantee does not apply to plants that are lost due to abuse, vandalism, animals, fire, lightning, hail, vehicular damage, freeze, neglect, nor Acts of God.
4. Exclusions. Transplanted materials, annuals and flowers, plants in pots and planters, and all types of Sod are EXCLUDED from the Plant Guarantee.
5. Deer. Damage to or loss of plants due to deer is not covered by any guarantee, expressed or implied. The Greenery, Inc. makes every effort to use deer resistant material; however, due to the increase in their population and their changing habits, the Greenery, Inc. is not responsible for any resultant damage.
6. Tree Work. Stumps from tree removal will be cut to within approximately twelve inches above ground level. Stump grinding or removal is not included unless otherwise specified in this proposal. Wood will be left on the premises where lowered and dropped and will be cut into firewood length (approximately 16 to 24 inches lengthwise) unless specified otherwise in this proposal. Splitting, moving or hauling of wood or wood chips will be performed only if specifically stated in this proposal.
7. Utility Locates. The Greenery Inc. will call in the utility locates before starting the job. It is the responsibility of the Client/Owner to call in any private utilities that are outside normal location utilities. The Greenery Inc. is not responsible for damage to underground irrigation lines, wiring, pipes, utilities, invisible fencing, or lighting systems whose locations are not properly marked.
8. Irrigation Pricing. The existing automated irrigation system is checked at new landscaping areas, adjusted for proper coverage and broken heads and nozzles are replaced as needed. Irrigation adjustments, repairs and additions are billed on a Labor and Materials basis. Labor Rate is \$ 75 / hour. Any irrigation prices included in this bid are an estimation only.
9. New Construction Irrigation Installation. Sleeves under roads and sidewalks must be accurately marked and no deeper than 4 feet below surface grade. A water source must be provided by Client/Owner/Developer prior to commencement of irrigation installation. Any temporary irrigation pipe that needs to be installed to access water source, will be billed in addition. The connection of the backflow device to the water meter is the responsibility of the Client/Owner.
10. Drainage. Any drainage installation is meant to improve conditions, but does not guarantee a complete elimination of issues. Standing water, puddling, saturated soils and washouts may still occur. Additional work may be needed after initial work is completed. Standing water for up to 48 hours after a significant rainfall is typical for the Lowcountry.
11. Access to Jobsite. Client/Owner is to provide all utilities to perform the work. Client/Owner will furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for the performance of the work.
12. Invoicing. Client/Owner will make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event that the completion of work requires more than thirty (30) days, a progress bill will be presented by month end and will be paid within fifteen (15) days upon receipt of invoice.
13. Disclaimer. This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time the proposal was prepared. The price quoted in this proposal for the work described is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering and/or certified landscape architectural design services are not included in this agreement and are not provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. Promotional Clause. The client hereby assigns the Contractor the irrevocable and unrestricted right to use and publish photographs of the work performed for editorial, trade, advertising, educational and any other purpose in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The Client releases all claim to profits that may arise from use of images.

15. Payment. All unpaid balances over 30 days from date of invoice will be subject to the maximum finance charge allowable by law. The Greenery will be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year) or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing. Failure to make payment when due for completed work may result in a mechanic's lien on the title of your property. Credit card payments are subject to a 3% processing fee.

**Property Name:** Shearwater - Trout Creek CDD  
**Address:** 100 Kayak Way, St. Augustine, FL 32092  
**Client Contact:** Melissa Dobbins mdobbins@rizzetta.com  
**Client Phone #:**

**Proposal Date:** 3/13/2024  
**Proposal Work Order #:** 64105  
**Prepared By:** JASON CATHER

**Total: \$334,250.60**

**By** JASON CATHER  
**Date** JASON CATHER  
3/13/2024  
**The Greenery, Inc.**

**By** \_\_\_\_\_  
**Date** \_\_\_\_\_



# Shearwater Clubhouse

Thursday, February 1, 2024

54 Items Identified

Zachary Higginbotham  
The Greenery, Inc.



**Trim Grasses, Pull Weeds**



**Trim Ligustrum Trees**

Do not trim too hard, just even them out



**Cut Straps Off Of Magnolia Trees**  
Or any trees



**Pull Weeds In Bed**



**Trim Grasses Off Of Sidewalk And  
Bed Lines**



**Weeds Behind Trees**



**Weeds In Beds And Even Shrubs**



**Tip Tree Tops**



**Just Pull These If It Looks Like  
Crap**



**Edge The Beds, Concrete And Boxes**



**Crack Weeds**



**Just Lightly Trim**



**Remove Tree/shrubs That Are Not  
Supposed To Be There**



**Trim Grasses Off Of Curb Lines**



**Remove Dead Shrubs**



**Weeds In Beds**



**Trim Grasses Off Of Other Shrubs**



**Hand Snip The Tall Crazy Ones**



**Clip Palms Out Of Jasmine**



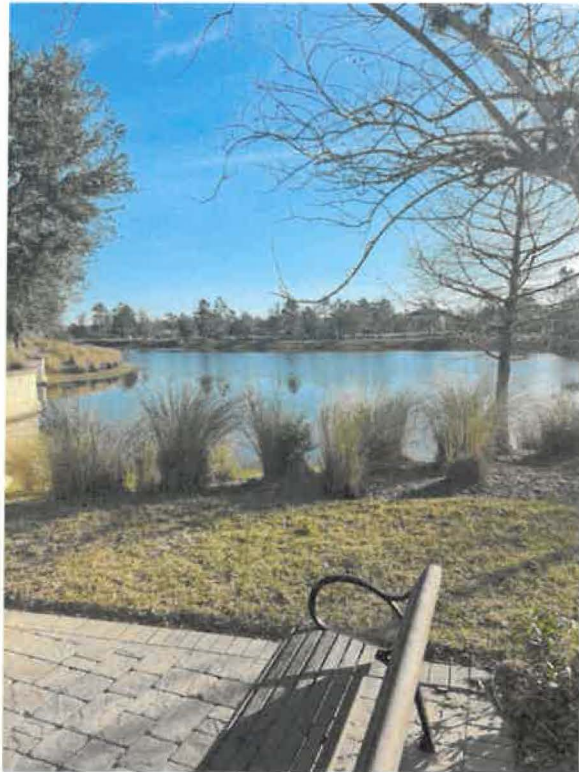
**Trim Grasses**



**Take Your Hands And Snap Off The  
Dead Limbs**



**Trim Off Of Sidewalk**



**Lift Crepe Tree Off Of  
Bench/walking Area**



**Just Spray This Whole Bed For Now**



**Remove Weeds From Blue Daze**



**Trim Crepes Off Of Building**



**Item 33**



**Trim Ligustrum Off Of Pillars**



**Item 35clean Up This Corner**



**Trim Suckers Off Ligustrums**



**Clean Up Dead Branches**



**Clip Dead Out Of Oleander**



**Trim Grasses So We Can Read The Sign**



**Remove Wax Myrtle**



**Spray And Remove Dead Shrubs**



**May Just Need To Remove This Tree**



**Remove Suckers Off Of Tree**



**Remove Palm Fronds/boots**



**Remove Tree**



**Just Even Put Shrub**



**Just Even Shrub Out**



**Remove Wax Myrtle's**



**Even Out Shrubs, Give Them A  
Proper Angle Cut**



**Cut 1/3 Off Of The Purple Shrubs**



**Trim Suckers And Remove Dead**



**Item 53**



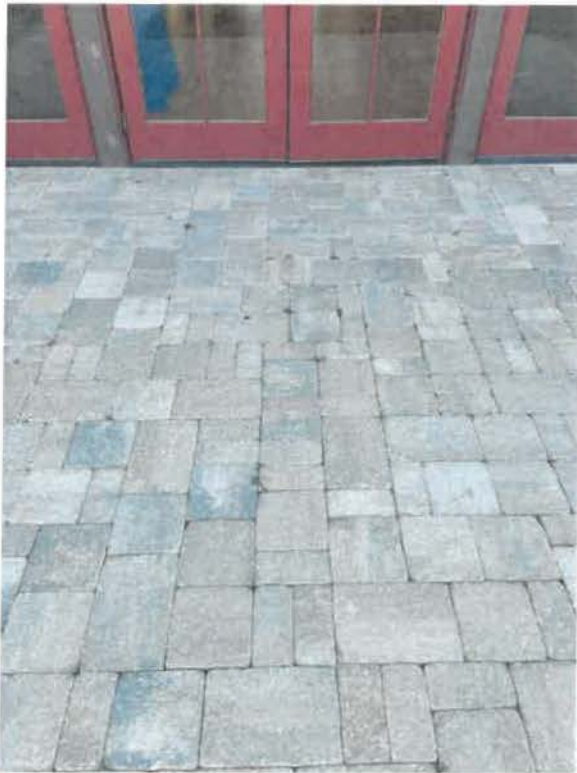
**Weeds And Palm Debris**



**Need To Trim Roses In Half But  
Wait Another Month**



**Even Out Shrubs On Wall**



**Crack Weeds**



**Clean Up And Get Off Pillar**



**Weeds And Pull Dead**



**Even Shrubs**



**Spray And Trim**



# Tree Amigos

Outdoor Services

## Quotation

Quote #: 202629

Date: 03/07/2024

**Billed To:** Trout Creek CDD co Rizzetta and Co  
2806 N. 5th Street  
Unit 403  
St. Augustine FL 32084

**Project:** 30065  
Shearwater Maint O/S  
3434 Colwell Ave  
STE 200  
Tampa FL 33614

This quote is valid until: 04/06/2024

*Remediation*

Description	Common Name	Quantity
Landscape Enhancement at Fall Park Pond Bank		
(39,600)sq ft Floratam St Augustine Sod		39,600.00
Demo / Prep		1.00
Equipment		1.00
Dump / Disposal		1.00
Delivery		1.00

### Notes

**Total:** \$58,560.00

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

5000-18 Highway 17 No. 235 Fleming Island, FL 32003 Office: (904) 778-1030 Fax: (904) 778-1045

Email: [cryan@treeamigosoutdoor.com](mailto:cryan@treeamigosoutdoor.com)  
website: [www.TreeAmigosOutdoor.com](http://www.TreeAmigosOutdoor.com)



































# Tree Amigos

Outdoor Services

## Quotation

Quote #: 210809

Date: 02/28/2024

**Billed To:** Trout Creek CDD  
2806 N. 5th Street  
Unit 403  
St. Augustine FL 32084

**Project:** 32289  
Trout Creek Enhancements  
3434 Colwell Ave  
STE 200  
Tampa FL 33614

This quote is valid until: 03/29/2024

*Remediation Item*

Description	Common Name	Quantity	Price	Ext Price
Landscape enhancement to replace dead Podocarpus on Appleton Court				
(20) 15 gal Podocarpus		1.00	2,400.00	2,400.00
Delivery Fee		1.00	50.00	50.00

### Notes

**Total:** \$2,450.00

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

5000-18 Highway 17 No. 235 Fleming Island, FL 32003 Office: (904) 778-1030 Fax: (904) 778-1045

Email: [cryan@treeamigosoutdoor.com](mailto:cryan@treeamigosoutdoor.com)

website: [www.TreeAmigosOutdoor.com](http://www.TreeAmigosOutdoor.com)





# Tree Amigos

Outdoor Services

## Quotation

Quote #: 202491

Date: 02/19/2024

**Billed To:** Trout Creek CDD  
2806 N. 5th Street  
Unit 403  
St. Augustine FL 32084

**Project:** 32289  
Trout Creek Enhancements  
3434 Colwell Ave  
STE 200  
Tampa FL 33614

This quote is valid until: 03/20/2024

*Remediation*

Description	Common Name	Quantity	Price	Ext Price
Landscape enhancement in roundabout and (3) triangle Islands @ The Outpost				
(24) 7 gallon Lavender Formosa Azalea		24.00	45.00	1,080.00
(96) 3 gallon Dwarf Bottlebrush		96.00	24.00	2,304.00
(144) 3 gallon Arbocola Scheffeler		144.00	18.50	2,664.00
(300) 1 gallon Liriope		300.00	8.50	2,550.00
(120) 1 gallon Blue Daze		120.00	8.50	1,020.00
(378) 4" Annual flowers		378.00	2.85	1,077.30
(6) yards Landscape soil		6.00	115.00	690.00
Grade / Prep / Demo		1.00	2,400.00	2,400.00
Irrigation		1.00	750.00	750.00

### Notes

**Total:** **\$14,535.30**

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

5000-18 Highway 17 No. 235 Fleming Island, FL 32003 Office: (904) 778-1030 Fax: (904) 778-1045

Email: [cryan@treeamigosoutdoor.com](mailto:cryan@treeamigosoutdoor.com)

website: [www.TreeAmigosOutdoor.com](http://www.TreeAmigosOutdoor.com)

Page

1 of 1

Round About - Outpost



# Round About - Outpost



STATE OF Florida  
COUNTY OF St. Johns

Preparer's name: and address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grantee's Address

BellSouth Telecommunications, LLC, d/b/a AT&T Florida

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ROADWAY EASEMENT  
SHEARWATER PHASE 3F

For and in consideration of Ten and 00/100 dollars (\$ 10.00 ) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to **BELLSOUTH TELECOMMUNICATIONS, LLC., a Georgia limited liability company, d/b/a AT&T Florida**, and its parent and its parent's direct and indirect and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns (hereinafter referred to as "Grantee"), a non-exclusive easement to construct, operate, maintain, add, and/or remove such systems of communications (including broadcast), facilities, standby generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, and related items as the Grantee may from time to time deem necessary in the conduct of its business upon, over, and under a portion of the lands described in Map Book 122, page 9-24, St. Johns County, Florida Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 34, Township 5 South Range 27 East,  
Meridian, St. Johns County, State of Florida, consisting of a ( ☐ strip ) ( ☐ parcel ) of land \_\_\_\_\_  
SEE ATTACHED EXHIBIT "A"

The following rights are also granted: the non-exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for communications (including broadcast) or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate (to a location mutually agreeable to the Grantor and Grantee) said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements, the right to test and maintain generators and associated equipment; and the right to allow any other person, firm, or corporation to provide for fuel/energy distribution to equipment placed on the site.

To have and to hold the above granted non-exclusive easement unto BellSouth Telecommunications, LLC., d/b/a AT&T Florida, and its parent and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns forever and in perpetuity.

Grantor warrants that Grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

Additionally, Grantee agrees that, after any construction, operation, maintenance, additions or removal contemplated by this Easement, (the "Easement Work"), Grantee shall return the property, including any and all improvements located thereon to the condition existing prior to the Easement Work.

To the extent required by law, Grantee will indemnify, save, and hold Grantor harmless and shall defend Grantor from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions related to the Easement Work of Grantee or its officers, directors, agents, assigns, or employees, which cause harm to persons or property. Grantee agrees that nothing in this Easement shall serve as or be construed as a waiver of Grantor's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulation(s) shall control in the event of conflict with any of the foregoing easement (servitude):

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In witness whereof, the following undersigned has/have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered in the presence of:

Witness \_\_\_\_\_  
(Print Name \_\_\_\_\_  
and Address) \_\_\_\_\_

Witness \_\_\_\_\_  
(Print Name \_\_\_\_\_  
and Address) \_\_\_\_\_

TROUT CREEK COMMUNITY DEVELOPMENT  
DISTRICT, a local unit of special purpose  
government established pursuant to chapter 190,  
Florida statutes

Grantor \_\_\_\_\_  
(Print Name 2806 N. Fifth Street  
and Address) Unit 403  
St. Augustine, Florida 32804

By: \_\_\_\_\_

Michael K. McCollum  
Chairman, Board of Supervisors

STATE OF \_\_\_\_\_  
COUNTY (PARISH) OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Michael K. McCollum, Chairman of the Board of Supervisors of Trout Creek  
Community Development District on behalf of the District.

\_\_\_\_\_  
Notary Public  
(Print Name) \_\_\_\_\_

Personally Known ☐ OR Produced Identification

\_\_\_\_\_ Physically present

Notary Number \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_ Online notarization

EXHIBIT A”

BEING THE PLATTED ROAD RIGHTS-OF-WAY OF BELFORT COURT, HOGAN COURT  
AND CRAIG COURT AS SHOWN ON THE PLAT OF SHEARWATER PHASE 3D AS  
RECORDED IN MAP BOOK 122, PAGES 9-24 PUBLIC RECORDS OF ST.  
JOHNS COUNTY, FLORIDA.

STATE OF Florida  
COUNTY OF St. Johns

Preparer's name: and address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grantee's Address

BellSouth Telecommunications, LLC, d/b/a AT&T Florida

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ROADWAY EASEMENT  
SHEARWATER PHASE 3D

For and in consideration of Ten and 00/100 dollars (\$ 10.00 ) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to **BELLSOUTH TELECOMMUNICATIONS, LLC., a Georgia limited liability company, d/b/a AT&T Florida**, and its parent and its parent's direct and indirect and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns (hereinafter referred to as "Grantee"), a non-exclusive easement to construct, operate, maintain, add, and/or remove such systems of communications (including broadcast), facilities, standby generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, and related items as the Grantee may from time to time deem necessary in the conduct of its business upon, over, and under a portion of the lands described in Map Book 122, page 9-24, St. Johns County, Florida Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 34, Township 5 South Range 27 East,  
Meridian, St. Johns County, State of Florida, consisting of a ( ☐ strip ) ( ☐ parcel ) of land \_\_\_\_\_  
SEE ATTACHED EXHIBIT "A"

The following rights are also granted: the non-exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for communications (including broadcast) or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate (to a location mutually agreeable to the Grantor and Grantee) said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements, the right to test and maintain generators and associated equipment; and the right to allow any other person, firm, or corporation to provide for fuel/energy distribution to equipment placed on the site.

To have and to hold the above granted non-exclusive easement unto BellSouth Telecommunications, LLC., d/b/a AT&T Florida, and its parent and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns forever and in perpetuity.

Grantor warrants that Grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

Additionally, Grantee agrees that, after any construction, operation, maintenance, additions or removal contemplated by this Easement, (the "Easement Work"), Grantee shall return the property, including any and all improvements located thereon to the condition existing prior to the Easement Work.

To the extent required by law, Grantee will indemnify, save, and hold Grantor harmless and shall defend Grantor from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions related to the Easement Work of Grantee or its officers, directors, agents, assigns, or employees, which cause harm to persons or property. Grantee agrees that nothing in this Easement shall serve as or be construed as a waiver of Grantor's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulation(s) shall control in the event of conflict with any of the foregoing easement (servitude):

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In witness whereof, the following undersigned has/have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered in the presence of:

Witness \_\_\_\_\_  
(Print Name \_\_\_\_\_  
and Address) \_\_\_\_\_

Witness \_\_\_\_\_  
(Print Name \_\_\_\_\_  
and Address) \_\_\_\_\_

TROUT CREEK COMMUNITY DEVELOPMENT  
DISTRICT, a local unit of special purpose  
government established pursuant to chapter 190,  
Florida statutes

Grantor \_\_\_\_\_  
(Print Name 2806 N. Fifth Street  
and Address) Unit 403  
St. Augustine, Florida 32804

By: \_\_\_\_\_

Michael K. McCollum  
Chairman, Board of Supervisors

STATE OF \_\_\_\_\_  
COUNTY (PARISH) OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Michael K. McCollum \_\_\_\_\_, Chairman of the Board of Supervisors of Trout Creek  
Community Development District on behalf of the District.

\_\_\_\_\_  
Notary Public  
(Print Name) \_\_\_\_\_

Personally Known ☐ OR Produced Identification

\_\_\_\_\_ Physically present

Notary Number \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_ Online notarization

EXHIBIT A”

BEING THE PLATTED ROAD RIGHTS-OF-WAY OF BELFORT COURT, HOGAN COURT  
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