



Rizzetta & Company

Trout Creek Community Development District

**Board of Supervisors' Meeting
April 17, 2024**

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

www.troutcreekcdd.org

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

www.troutcreekcdd.org

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

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

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

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

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

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors
Trout Creek Community
Development District

April 10, 2024

FINAL AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **April 17, 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 March 20, 2024.....Tab 1
 - B. Ratification of the Operation and Maintenance Expenditures for March 2024.....Tab 2
4. **STAFF REPORTS**
 - A. District Counsel.....Tab 3
 - 1.) Update on Proposed Changes to Shearwater 210 PUD
 - B. District Engineer.....Tab 4
 - 1.) Stormwater Outfall Repair Update
 - 2.) Update Regarding Landscape Remediation/Turnover
 - C. Construction Administrator
 - D. Landscape Reports
 - 1.) Phase 1 – The Greenery.....Tab 5
 - a.) Consideration of North Creek Playground Mulch Proposal
 - b.) Consideration of Pine Straw Proposal
 - 2.) Phase 2 – Tree Amigos.....Tab 6
 - a.) Consideration of Mulch Proposal
 - 3.) Phase 3 – Prestige.....Tab 7
 - a.) Consideration of Prestige Phase 3B Part B and Part C Maintenance Proposals
 - E. Charles Aquatics Service Report.....Tab 8
 - F. General Manager.....Tab 9
 - 1.) General Manager Operation Report
 - 2.) Sales Summary (Income/Profit)
 - 3.) Sales by Item
 - 4.) March Café Sales
 - G. District Manager
5. **BUSINESS ITEMS**
 - A. Consideration of Fitness Equipment Proposal(s).....Tab 10
 - B. Consideration of Lazy River East Accelerator Motor Proposal(s) – *(Under Separate Cover)*
 - C. Discussion of Fob Policies.....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 March 20, 2024, at 3:00 p.m. at The Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

Present and constituting a quorum:

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

Also present were:

- Melissa Dobbins District Manager, Rizzetta & Co., Inc.
Katie Buchanan District Counsel, Kutak Rock, LLP
Matt Melchiori District Engineer, Prosser Inc. (Speakerphone)
Belynda Tharpe General Manager, First Service Residential
Tiffany Brun Assistant Manager, First Service Residential
Chris Kenny Account Manager, Prestige
Zach Higginbotham Account Manager, The Greenery
Jim Proctor Account Manager, Tree Amigos
David Roane Construction Administrator

Members of the public present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. McCollum called the meeting to order at 3:06 p.m.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

Comments and objections were made regarding Shearwater 210 PUD to rezone and change the future land use from Open Rural to Commercial which would then have access to Shearwater Parkway.

Request was made for an update regarding the stormwater outfall repair and the pump that is still being used.

51
52 **THIRD ORDER OF BUSINESS** **Consideration of the Minutes of**
53 **the Board of Supervisors'**
54 **held on February 21, 2024**
55

On a motion by Mr. Murphy, seconded by Mr. Sajkowski, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held on February 21, 2024, for Trout Creek Community Development District.

56
57 **FOURTH ORDER OF BUSINESS** **Ratification of the Operation**
58 **and Maintenance Expenditures**
59 **for February 2024**
60

On a motion by Mr. Murphy, seconded by Mr. McCollum, with all in favor, the Board ratified the Operation & Maintenance Expenditures for February 2024, in the amount of \$252,271.22, for Trout Creek Community Development District.

61
62 **Board moved to agenda item 5A.*

63
64 **FIFTH ORDER OF BUSINESS** **Consideration of Sharks Swim**
65 **Team Revised Schedule**
66

67 Discussion ensued regarding keeping the practice schedule as is and keeping a lane
68 open for residents.
69

On a motion by Mr. Stone, seconded by Mr. McCollum, with all in favor, the Board approved the Sharks Swim Team Agreement as presented under Tab 8 of the agenda, for Trout Creek Community Development District.

70
71 **SIXTH ORDER OF BUSINESS** **Staff Reports**
72

73 **A. District Counsel**
74

75 No Report.
76

77 **B. District Engineer**
78

79 **1.) Stormwater Outfall Repair Update**
80

81 Mr. Melchiori reviewed a ECS Proposal (Exhibit A) to perform Subsurface Exploration
82 and Geotechnical Engineering Services on Shearwater Pond 22A.
83

84 Mike noted that it is believed to be a warranty issue and there was waterpipe found that
85 failed. Board requested updates as they come in and if a report is ready prior to the next
86 meeting to be able to review as soon as possible. Discussion ensued.
87

On a motion by Mr. McCollum, seconded by Mr. Stone, with all in favor, the Board approved the ECS proposal for Pond 22A in the amount of \$8,400.00, for Trout Creek Community Development District.

88
89 **2.) Discussion of Proposed Change of Use to Property Adjacent to**
90 **Shearwater**

91
92 The Board discussed concerns regarding sharing access to Shearwater Parkway with a
93 new commercial property and how traffic and landscaping would impact the district.
94 After discussion, the Board requested Counsel to draft one letter for the Board members
95 who do not support the proposed change to the PUD to then sign to send to the county.
96 A reminder to the community would be sent regarding the April 18th, 1:30 pm Planning
97 and Zoning Agency meeting when the Shearwater 210 PUD will be reviewed.

98
99 **C. Construction Administrator**

100
101 Mr. Roane provided a report that by the end of April Timberwolf Trail should be open.

102
103 Mr. Wright requested Mr. Roane to get actual cost to pave Shearwater Pkwy so the
104 Board could get an idea of how much it would be in today's dollars.

105
106 **D. Landscape Reports**

107
108 **1.) Phase 1 - The Greenery**

109
110 Mr. Higginbotham reviewed report under Tab 3.

111
112 **1.) Phase 2 - Tree Amigos**

113 **a.) Consideration of Landscape Enhancement Proposals**

114 **i.) Playground Mulch at Falls Park**

115 **ii.) Playground Mulch at Outpost**

116
117 Mr. Collins reviewed report under Tab 5.

118
On a motion by Mr. Murphy, seconded by Mr. Wright, with all in favor, the Board approved Tree Amigo's mulch proposals; for Falls Park Playground in the amount of \$4,500.00 and for Outpost Playground in the amount of \$13,500.00, for Trout Creek Community Development District.

119
120 **2.) Phase 3 – Prestige**

121
122 Mr. Kenny stated he will pull soil samples to monitor sulfate application. He also noted
123 that weekly service will start next week, and the irrigation system is running great.

124
125 **E. Charles Aquatics Service Report**

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127 Mr. Sajkowski requested that a representative from Charles Aquatics attend the next
128 meeting.

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F. General Manager

- 1.) General Manager Operation Report**
- 2.) Café Sales Report**
- 3.) Expense Report**

Ms. Tharpe updated the Board that they are down two staff positions. It was discussed possibly hiring at higher hourly rates due to not being competitive in the market. It was stated as long as the total annual staffing budget is under for the year, there is no amendment needed for FY 2024, however, if there will be an increase to the total annual staffing budget for FY 2025, then an amendment will be necessary for the board to review.

Ms. Tharpe stated that policies need to be reviewed and revised prior to updating the fob access system. The Board requested her to review the policies to then bring a red line to the April meeting.

Ms. Tharpe updated the Board she is looking into updating some of the pool signs so they match current policies.

Mr. Sajkowski requested the Board get a weekly report on vandalism to district property.

G. District Manager

Ms. Dobbins discussed setting a budget workshop in April. The Board set the budget workshop for Wednesday, April 24th at 10 am at the Kayak Club.

SEVENTH ORDER OF BUSINESS **Consideration of Charles Aquatics Amendment Proposal**

Ms. Dobbins explained that the proposal behind Tab 9 is to add the last 2 ponds to the maintenance agreement.

On a motion by Mr. Stone, seconded by Mr. McCollum, with all in favor, the Board approved the Charles Aquatic Amendment to add Pond 35 and 36 for an additional \$228 per month, for Trout Creek Community Development District.

**Board moved to agenda item 5D.*

EIGHTH ORDER OF BUSINESS **Consideration of Shearwater Phase 3F - Roadway Easement and Shearwater Phase D**

On a motion by Mr. Stone, seconded by Mr. McCollum, with all in favor, the Board approved Phase 3D and 3F Roadway Easements, for Trout Creek Community Development District.

172 *Mr. Stone left the meeting.

173
174 **NINTH ORDER OF BUSINESS** **Discussion Regarding Landscape**
175 **Turnover**
176

177 **1.) Phase 1 Greenery – Remediation Report & Proposals**
178

179 After discussion, Mr. McCollum recommended that a Landscape Architect and the District
180 Engineer work to review these proposals with Ms. Tharpe and staff to then provide
181 Counsel a remediation summary so she can send an official response to VerdeGo.
182

183 The Board requested current vendors to separate cost to remediate existing plant material
184 verse enhancements. Mr. Stone suggested Mr. Wright work with Ms. Tharpe to review
185 some of the landscape areas and possibly Mr. Murphy to work with Ms. Tharpe to review
186 trees, if necessary.
187

188 The Greenery representatives reviewed concerns to Phase 1 (1st Clock) irrigation zones
189 that are not working currently. Mr. McCollum requested that these areas be reviewed by
190 the District Engineer with staff to determine if irrigation is still needed since some areas
191 may have been only connected for purposes to irrigate during the initial install.
192

193 **2.) Phase 2 Tree Amigos – Remediation Reports & Proposals**
194

195 **TENTH ORDER OF BUSINESS** **Supervisor Requests & Audience**
196 **Comments**
197

198 **Supervisor Requests**
199

200 No supervisor comments.
201

202 **Audience Comments**
203

204 There were questions regarding the Swim Team’s ability to fundraise per their agreement.
205

206 There were comments regarding the urgency of getting letters to the county prior to
207 meetings being held to discuss and review proposed changes to the Shearwater 210 PUD
208 and that the final vote would most likely happen at the County Commission Meeting on
209 May 21st.
210

211 **ELVENTH ORDER OF BUSINESS** **Adjournment**
212

On a motion by Mr. Murphy, seconded by Mr. McCollum, with all in favor, the Board adjourned the meeting at 6:00 p.m., for Trout Creek Community Development District.

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Secretary /Assistant Secretary

Chairman / Vice Chairman

DRAFT

Exhibit A



ECS Florida, LLC

Proposal for Subsurface Exploration and Geotechnical
Engineering Services

Shearwater Pond 22A

Timberwolf Trail
St. Johns County, Florida

ECS Proposal Number 35:21901-GP

March 20, 2024





March 20, 2024

Trout Creek CDD
c/o Mr. Brad Davis, P.E.
Prosser, Inc.
13901 Sutton Park Drive
Suite 200
Jacksonville, Florida 32224

ECS Proposal No. 35:21901-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
Shearwater Pond 22A
Timberwolf Trail
St. Johns County, Florida

ECS Florida, LLC (ECS) is pleased to submit this proposal to provide subsurface exploration and geotechnical engineering services for the above referenced project. This proposal contains our project understanding, proposed scope of services, lump sum fee for the exploration, hourly rates for key personnel should our presence be requested at CDD meetings, schedule of work, and authorization instructions.

Project Description

Project information was obtained during discussions and correspondence with representatives of Freehold Communities, Prosser, Inc., and Besch and Smith Civil Group, Inc. Based on the information provided to us, we understand that the dispersion swale and flumes have experienced two incidents of failures. The area was reconstructed after the first failure; however, additional erosion subsequently occurred. We were requested to evaluate whether measures should be taken to enhance the stability of the dispersion swale and flume structures prior to repair.

Scope of Services

Our services will include advancing Standard Penetration Test and hand auger borings, laboratory testing of representative soil samples for pertinent engineering properties, various engineering analyses, and preparation of an engineering report. The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. Upon completion of drilling operations, the samples will be returned to our laboratory in Jacksonville, Florida for further identification and testing. The following field services are proposed:

Location	Number of Tests	Depth of Tests Below Ground Surface, feet
Adjacent to Flumes	4 SPT* (2 at each flume)	15
Dispersion Swale	4 Auger	6

*Standard Penetration Test

Probes performed with a steel-tipped probe rod will be performed every 5 feet (horizontally) within the swales and adjacent to the flumes.

We also propose to perform a Ground Penetrating Radar (GPR) survey within the limits of the swale and flume areas to attempt to locate potential anomalies below the surface that could impact the support characteristics of the subgrade. The effective depth of the GPR survey will be limited based on the subsurface conditions and depth to groundwater at the time of the survey.

Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained from the exploration.

The results of the exploration and engineering evaluation will then be documented in a report containing the following:

1. A presentation of the field and laboratory test procedures used and the data obtained.
2. A presentation of the existing on-site conditions, such as topography, surface vegetation, etc. as they relate to the planned reconstruction.
3. A presentation of the encountered subsurface conditions, including subsurface profiles and measured groundwater levels, estimated seasonal high groundwater levels, and estimated geotechnical engineering properties (as necessary).
4. Recommendations to reduce the potential for future erosion of the dispersion swale.
5. Recommendations for support of the flumes located north of the dispersion swale.

Proposal Assumptions

ECS has made the following assumptions in developing this proposal:

1. Two full business days are needed for utility mark-up prior to the start of drilling operations.
2. Drilling operations will last approximately 1 business day.
3. The GPR survey will last approximately 1 business day.
4. Client will provide the right of access to the property.

Fee

ECS will provide the proposed geotechnical base scope of services for a lump sum fee of **\$8,400**. If additional services are required because of unexpected field conditions encountered in our field exploration program, or because of a request for additional services, they would be invoiced in

accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

If project engineers are required to attend CDD or HOA meetings to discuss the findings and recommendations presented in our report, the following hourly rates will apply (including travel time):

Senior Engineer = \$190/hour

Principal Engineer = \$250/hour

Chief Engineer = \$320/hour

Schedule

We can begin our exploration within 2 weeks of authorization. The exploration will take a week to complete. We will be able to provide verbal recommendations within a few days of completion of field work. The written report will be issued within 2 weeks of completion of field service.

Utility Clearance

We will contact Sunshine 811 to locate underground utilities at the site; however, our experience indicates that Sunshine 811 will not locate utilities beyond the point of distribution (meters or gauge points) on private property. We will coordinate the location of our exploration in an attempt to avoid any underground utilities indicated by the Sunshine 811 locating system. However, we will not be responsible for any private utilities not pointed out to us by the land owner or client prior to drilling activities. As previously mentioned, this proposal includes a fee for a GPR survey, which would identify private utilities located within the project area.

Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified, but a service that is offered to lower the risk of the owner/client. ECS and our clients have had success in avoiding utility conflicts by augmenting the Sunshine 811 services with a private utility locator service. Private utility locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include but not be limited to most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines).

Where a private locator service identifies a potential risk that is not traceable through conventional methods, ECS will notify the client immediately and work to resolve the issue. Additional costs related to the resolution of these potential utility conflicts will be invoiced out per our unit rates, as identified in this proposal, or as negotiated and approved at the time of the occurrence.

Site Repair

Upon completion of the subsurface exploration procedures, we will backfill each of the excavations with the excavated soil and mound the excess spoil back up over the test location(s). In pavement

areas, we will patch the asphalt surface with a cold mix asphalt patch. Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted. Alternatively, we will remove excess spoils from job sites and dispose of them in an approved manner for a negotiated fee.

Please note that some disturbance to off-pavement/gravel covered the surface areas, including the possible cutting of trees, running over of brush and understory in wooded areas might occur. We will attempt to limit such disturbance; however, we have not budgeted for site repairs including filling of tire ruts, seeding of lawn areas, or the planting of trees. If necessary, additional site restoration can be provided at an additional cost.

Closing

We require written authorization prior to initiation of work. Your acceptance of this proposal may be indicated by signing and returning the enclosed Proposal Acceptance Form. Our work will be done in accordance with the attached Terms and Conditions which is made a part of this proposal.

Thank you for the opportunity to submit this proposal to provide services and serve as your consultant. We look forward to working with you on this project, and to hopefully serve as your consultant in the future. If you have any questions, or if we can be of any additional service, please contact us at (904) 880.0960.

Respectfully submitted,

ECS FLORIDA, LLC



Jared Pitts, P.E.

Geotechnical Department Manager

JPitts@ecslimited.com



Chris M. Egan, P.E.

Principal Engineer

CEgan@ecslimited.com

Attachments: Proposal Acceptance Form
ECS Terms and Conditions of Service

**PROPOSAL ACCEPTANCE FORM
ECS FLORIDA, LLC**

Project Name: Shearwater Pond 22A

Location: Timberwolf Trail, St. Johns County, Florida

Fee: **\$8,400**

Private Utility Locator

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

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

CLIENT AND BILLING INFORMATION

Name of Client: _____

Contact Person: _____

Telephone No.: _____

E-mail: _____

Responsible for Payment

Approval of Invoice (if different)

Contact Name: _____

Company Name: _____

Address: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____

Fax No: _____

E-mail Address: _____

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

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

Special Instructions: _____

Client Signature: x _____ Date: _____



ECS FLORIDA, LLC TERMS AND CONDITIONS OF SERVICE

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

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

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

3.0 STANDARD OF CARE

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

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

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

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

4.0 CLIENT DISCLOSURES

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

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

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

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

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

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

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

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

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

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

8.0 UNDERGROUND UTILITIES

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

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

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

9.0 SAMPLES

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

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

10.0 ENVIRONMENTAL RISKS

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

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

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

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

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

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

11.0 OWNERSHIP OF DOCUMENTS

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

12.0 SAFETY

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

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

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

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

15.0 BILLINGS AND PAYMENTS

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

limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

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

16.0 DEFECTS IN SERVICE

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

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

18.0 LIMITATION OF LIABILITY

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

- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.

- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent

acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

21.3 For projects located in Florida, the parties agree that **PURSUANT TO FLA. STAT. SECTIONS 558.002 AND 558.0035, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT OF ECS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ACTS OR OMISSIONS ARISING OUT OF THE SERVICES.**

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project.

The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

Tab 2

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures Presented For Board Approval March 2024

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

The total items being presented: **\$233,198.55**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Adkins Electric, Inc.	100963	1193	Street Light causing Breaker to Trip 03/24	\$ 1,415.00
Arrow Exterminators	100959	55651195	Rodent Control Services 03/24	\$ 186.00
Arrow Exterminators	100980	55651484	Monthly Pest Control Services 03/24	\$ 116.00
Arrow Exterminators	100959	55651485	Monthly Pest Control Services 03/24	\$ 96.00
AT&T	20240318-01	151561791 03/24 Autopay	Internet Services 03/24	\$ 32.10
AT&T	20240318-01	299942543 03/24 Autopay	Internet Services 03/24	\$ 32.10
AT&T	20240326-01	323382736 03/24 Autopay	TV & Internet Services 03/24	\$ 134.88
AT&T	20240301-01	324079257 02/24 Autopay	Phone & Internet Services 02/24	\$ 170.43
Atlantic Security	100947	332780	Service Call 03/24	\$ 168.75
Atlantic Security	100971	335381	Key Fob's 03/24	\$ 2,025.00
BAB Tennis Courts	100981	2142024	Balance - Har-Tru Court Resurfacing 02/24	\$ 12,300.00
Bold City Brewery	100948	000011	Beer for Pups N Pints 03/24	\$ 531.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Buster's Cleaning Service	100960	119	Janitorial Services 03/24	\$ 1,600.00
Charles Aquatics, Inc.	100930	49958	Fountain Maintenance 02/24	\$ 400.00
Charles Aquatics, Inc.	100949	50319	Pond Maintenance 03/24	\$ 3,051.00
Charles Aquatics, Inc.	100949	50371	Fish Barrier Installation in Ponds 03/24	\$ 2,294.05
Chillula	100950	001 Pups N Pints	Musical Performance for Pups N Pints Event 03/24	\$ 1,200.00
Colden Company, Inc.	100931	17898	Voice & Phone Services 03/24	\$ 351.55
CRN Jax	100951	0000788	Service Call 02/24	\$ 150.00
Cronin Ace Hardware	100964	7124/1	Miscellaneous Supplies 01/08/24	\$ 25.34
Cronin Ace Hardware	100964	007172/1	Miscellaneous Supplies 01/24/24	\$ 8.99
Cronin Ace Hardware	100964	7176/1	Miscellaneous Supplies 01/26/24	\$ 20.10
Cronin Ace Hardware	100964	7186/1	Miscellaneous Supplies 01/29/24	\$ 27.28
Cronin Ace Hardware	100964	007197/1	Miscellaneous Supplies 02/05/24	\$ 34.16

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Cronin Ace Hardware	100964	7205/1	Miscellaneous Supplies 02/09/24	\$ 26.25
Cronin Ace Hardware	100964	007214/1	Miscellaneous Supplies 02/14/24	\$ 61.18
Cronin Ace Hardware	100964	007215/1	Miscellaneous Supplies 02/14/24	\$ 25.18
Cronin Ace Hardware	100964	007235/1	Miscellaneous Supplies 02/27/24	\$ 26.08
Cronin Ace Hardware	100964	A06122/1	Miscellaneous Supplies 01/24/24	\$ 8.99
Deputy Services	20240301-01	656480 ACH	Deputy Services 02/23/24	\$ 173.25
Deputy Services	20240301-02	657174 ACH	Deputy Services 02/24/24	\$ 173.25
Deputy Services	20240315-01	662067 ACH	Deputy Services 03/01/24	\$ 173.25
Deputy Services	20240315-02	662750 ACH	Deputy Services 03/02/24	\$ 173.25
Deputy Services	20240315-03	667679 ACH	Deputy Services 03/08/24	\$ 173.25
Deputy Services	20240315-04	668265 ACH	Deputy Services 03/09/24	\$ 173.25
Deputy Services	20240327-01	673848 ACH	Deputy Services 03/16/24	\$ 173.25

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Deputy Services	20240327-04	678786 ACH	Deputy Services 03/22/24	\$ 173.25
Deputy Services	20240327-02	679163 ACH	Deputy Services Pups N Pints 03/23/24	\$ 231.00
Deputy Services	20240327-03	679165 ACH	Deputy Services Pups N Pints 03/23/24	\$ 231.00
Deputy Services	20240327-05	679490 ACH	Deputy Services 03/23/24	\$ 173.25
Elevate Staffing & Events	100972	1048	Promo Models Pups N Pints 03/24	\$ 330.00
Elevate Staffing & Events	100972	1059	Promo Model Pups N Pints 03/24	\$ 80.56
EZ Event Ride Inc.	100952	02 Pups N Pints	Trolley Service for Pups N Pints Event 03/24	\$ 1,650.00
EZ Event Ride Inc.	100952	03 Spring Fling	Trolley Service for Spring Fling Event 03/24	\$ 1,650.00
First Coast Fire & Safety Equipment	100932	4571021524	Service Call & Annual Maintenance 02/24	\$ 704.70
First Coast Trimlight, LLC	100933	2003	Electrical Services to Shearwater Amenity Center 12/23	\$ 1,290.00
First Place Fitness Equipment, Inc	100969	38524	Flex Disinfectant Wipes 11/23	\$ 239.92
First Place Fitness Equipment, Inc	100965	38953	Misc Parts 01/24	\$ 106.03

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 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	100969	39134	Flex Disinfectant Wipes 02/24	\$ 239.92
First Place Fitness Equipment, Inc	100965	39214	Flex Disinfectant Wipes 02/24	\$ 239.92
First Place Fitness Equipment, Inc	100953	39410	Misc Parts 03/24	\$ 294.94
First Place Fitness Equipment, Inc	100969	39521	Flex Disinfectant Wipes 03/24	\$ 239.92
First Place Fitness Equipment, Inc	100969	WO-41333	Service Call 12/23	\$ 149.95
First Place Fitness Equipment, Inc	100965	WO-42255	Service Call 03/24	\$ 149.95
FirstService Residential Florida, Inc.	100934	10956606	Management Services 02/10/24-02/23/24	\$ 22,473.64
FirstService Residential Florida, Inc.	100973	10957785	Medical Insurance 01/24	\$ (726.00)
FirstService Residential Florida, Inc.	100943	10958444	Management Fee - Phone Allowance 03/24	\$ 1,725.00
FirstService Residential Florida, Inc.	100966	10959823	Management Services 02/24/24-03/08/24	\$ 19,492.71
FirstService Residential Florida, Inc.	100973	10961591	Medical Insurance 03/24	\$ 3,630.00
Florida Dept of Revenue	20240311-01	65-8017062725-9 Sales & Use Tax 02/24 ACH	Sales & Use Tax 02/24	\$ 320.45

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Janitor & Paper Supply	100974	369877	Janitorial Supplies 03/24	\$ 219.23
Florida Janitor & Paper Supply	100974	370025	Janitorial Supplies 03/24	\$ 209.20
Florida Natural Gas	100954	989452ES	Natural Gas Services 02/24	\$ 6.84
Florida Power & Light Company	20240305-01	03602-11429 01/24 ACH	38 Rosemont Dr 01/24	\$ 46.81
Florida Power & Light Company	20240328-01	06081-09518 02/24 AutoPay	315 Rosemont Dr #IRR 02/24	\$ 28.55
Florida Power & Light Company	20240326-02	39473-03305 02/24 AutoPay	25 Ridgewind Dr #LTG 02/24	\$ 64.57
Florida Power & Light Company	20240328-01	49571-83074 02/24 AutoPay	204 Chalet Ct #IRR 02/24	\$ 25.66
Florida Power & Light Company	20240328-01	92236-52372 02/24 AutoPay	23 Calcutta Dr #IRR 02/24	\$ 48.65
Florida Power & Light Company	20240305-01	98411-59305 01/24 ACH	37 Timberwolf Trl 01/24	\$ 48.75
Florida Power & Light Company	20240326-01	Monthly Summary 02/24 AutoPay	Electric Services 02/24	\$ 8,812.22
Flylock Security Solutions	100944	003-1617174	Service Call 01/24	\$ 275.59
Frank Murphy	100982	FM032024	Board of Supervisors Meeting 03/20/24	\$ 200.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Gannett Florida LocaliQ	100945	0006269115	Account# 764106 Legal Advertising 02/24	\$ 81.60
Glow Vibe Event Planners	100935	1213	Mini Glow Golf Event 03/24	\$ 2,500.00
IPFS Corporation	100921	GAA-D40542 04/24	Liability Insurance Payment 6 04/24	\$ 7,505.98
JEA	20240306-01	9634626977 01/24 Autopay	Water-Sewer Services 01/24	\$ 13,271.51
Konica Minolta Premier Finance	100946	523545770	Copier Lease #500-00673850-000 03/24	\$ 422.64
Kutak Rock, LLP	100936	3355850	Legal Services 01/24	\$ 5,996.99
Mini Melts of America, Inc.	100961	415292	Ice Cream Precup 03/24	\$ 695.60
Mini Melts of America, Inc.	100961	416231	Ice Cream Precup 03/24	\$ 117.50
Mini Melts of America, Inc.	100975	418912	Ice Cream Precup 03/24	\$ 580.45
Poolsure	100922	131295620206	Pool Chemicals 03/24	\$ 4,588.50
Prestige Landscapes of North Florida, Inc.	100937	12086	Landscape Maintenance 03/24	\$ 13,009.75
Prestige Landscapes of North Florida, Inc.	100962	12094	Irrigation Repair 02/24	\$ 150.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Prestige Landscapes of North Florida, Inc.	100968	12096	Plant Material 03/24	\$ 14,480.91
Prestige Landscapes of North Florida, Inc.	100967	12097	Main Line Break Repair - Plant Material 03/24	\$ 530.34
Progressive Entertainment, Inc.	100923	12810378	Pups N Pints 03/24	\$ 150.00
Progressive Entertainment, Inc.	100923	1298855	Spring Fling 03/24	\$ 4,974.00
Prosser, Inc.	100983	52089	Engineering Services 02/24	\$ 1,580.00
Puzzle Room Escape	100938	033024 Escape Room	Escape Room for Spring Fling 03/24	\$ 1,295.00
Republic Services	20240307-01	0687-001402292 Autopay	Waste Disposal Services 03/24	\$ 712.99
Richard Clinton Wright	100984	CW032024	Board of Supervisors Meeting 03/20/24	\$ 200.00
Rizzetta & Company, Inc.	100942	INV0000087895	District Management Fees 03/24	\$ 4,585.09
Roy Green	100925	3124	Host/DJ Egg Hunt & Spring Fling 03/24	\$ 500.00
Roy Green	100925	3124 Glow Golf	DJ Glow Golf 03/24	\$ 375.00
Roy Green	100925	3124 Spring Break Bingo	Spring Fling Bingo 03/24	\$ 375.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Roy Green	100925	3124 Spring Break Trivia	Spring Fling Trivia 03/24	\$ 250.00
Ryan Scott Stone	100985	RS032024	Board of Supervisors Meeting 03/20/24	\$ 200.00
Sarah C. Krawczyk	100986	100 Pups N Pints	Photos for Pups N Pints Event 03/24	\$ 200.00
Surfside Pools	100939	197264	Pool Maintenance 03/24	\$ 3,500.00
Surfside Pools	100939	299256	Pool Chemicals 02/24	\$ 506.75
The Greenery of North Florida, Inc.	100955	746413	Landscape Maintenance Contract #59056 03/24	\$ 17,681.82
The Home Depot Pro	100970	773723242	Credit Memo - Misc Supplies 11/23	\$ (31.40)
The Home Depot Pro	100956	792513012	Miscellaneous Supplies 03/04/24	\$ 45.51
The Home Depot Pro	100956	792733099	Miscellaneous Supplies 03/05/24	\$ 66.97
The Home Depot Pro	100956	792770232	Miscellaneous Supplies 03/05/24	\$ 36.09
The Home Depot Pro	100956	793035049	Miscellaneous Supplies 03/06/24	\$ 27.96
The Home Depot Pro	100970	793782913	Miscellaneous Supplies 03/11/24	\$ 39.28

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 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	100970	794019281	Miscellaneous Supplies 03/12/24	\$ 25.00
The Home Depot Pro	100970	794051524	Miscellaneous Supplies 03/12/24	\$ (25.00)
The Home Depot Pro	100977	795148576	Miscellaneous Supplies 03/19/24	\$ 200.05
The Home Depot Pro	100977	795630508	Miscellaneous Supplies 03/21/24	\$ 229.32
The Home Depot Pro	100987	796104248	Miscellaneous Supplies 03/25/24	\$ 87.74
The Morgan Company	100929	030124 The Morgan Company	Job# 15340-KS Pint Glasses for Pups N Pints Event 03/24	\$ 1,626.00
The Sherwin-Williams Co., Inc.	100978	7810-8	Paint 02/24	\$ 177.13
The Sherwin-Williams Co., Inc.	100978	7811-6	Paint 02/24	\$ (13.23)
The Tree Amigos Outdoor Services, LLC	100957	202621	Monthly Landscape Maintenance 02/24	\$ 30,054.60
Trout Creek CDD	DC 031424	DC 031424	Debit Card Replenishment	\$ 1,834.41
Vak Pak Inc. Manufacturing	100979	24-00337	Motor, Impeller 03/24	\$ 3,665.36
Vexacor Supply Group, LLC	100940	C1655	Coffee Bar Supplies 03/24	\$ 180.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
VGlobal Tech	100941	5928	Website Maintenance 03/24	\$ 300.00
VGlobal Tech	100941	5929	Quarterly ADA & WCAG Audits 03/24	\$ 400.00
Vincent J Sajkowski	100988	VS032024	Board of Supervisors Meeting 03/20/24	\$ 200.00
Wellbeats, Inc.	100958	EPIV00000087946	WBC_PLUS Content Period 03/24	<u>\$ 249.00</u>
Report Total				<u>\$ 233,198.55</u>

Tab 3

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 3434 Colwell Avenue · SUITE 200 · TAMPA, FLORIDA 33614

April 1, 2024

Planning and Zoning Agency
c/ St. Johns County Planning and Zoning
4040 Lewis Speedway
St. Augustine, Florida 32084

St. Johns County Commission
500 San Sebastian View
St. Augustine, Florida 32084

Re: Comments and Objections to Shearwater 210 PUD (PUD 2023-22 and CPA 2023-11)

Dear Commissioners:

As resident members of the Board of Supervisors of the Trout Creek Community Development District (“CDD”), we are writing to express our strong concerns relating to the:

- Request to rezone approximately 6.04 acres of land from Open Rural (OR) to Planned Unit Development (PUD) to allow for a maximum 72,480 square feet of commercial, retail, and/or office uses.
- Request for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation of approximately 6.04 acres of land from Rural/Silviculture to Community Commercial.

As CDD representatives, we have attended the informational presentation by the applicant, conferred with an expert hired by the applicant to navigate the proposed land use changes, and/or received voluminous feedback from residents within the CDD. All these opportunities to review and discuss the proposed actions led to the CDD Board providing this letter to emphasize concerns of the Shearwater community. Specific concerns are as follows.

Objections and Concerns

- 1. The CDD does not agree to or support any modification to the residential driveway which currently attaches to Shearwater Parkway.** A commercial parcel utilizing the turn lane on Shearwater Parkway is likely to increase traffic turning right onto Shearwater Parkway only to then utilize the left turn lane at the intersection of Pine Tree Lane and Shearwater Parkway to make a U-turn and return to the signalized intersection of Shearwater Parkway and CR 210. This span of Shearwater Parkway already faces intense congestion with morning, evening, and school traffic. Opening up Shearwater Parkway to non-neighborhood traffic will cause an increase in congestion which will be borne by Shearwater residents. Additionally, the CDD bears the burden of maintaining Shearwater Parkway, and routing commercial traffic on its roads will increase the CDD’s maintenance costs without the opportunity for cost recovery.

2. **The CDD requests that the site plan for any commercial development be reoriented so that the back of the commercial buildings are not adjacent to Shearwater Parkway, or be adequately buffered so that the integrity and character of the Shearwater Parkway is preserved.** CDD residents chose to live within Shearwater in part because of the aesthetic appeal of the community. The CDD has invested hundreds of thousands of dollars in the installation of landscaping to ensure that it improves the community's overall aesthetic, creates a high-end perception, and creates spaces that people want to use. The CDD would request that adequate buffering including both landscaping and hardscaping be incorporated into the site development approvals to ensure that the aesthetic integrity of the Shearwater community is not damaged.

3. **The CDD requests that there be no drive-through restaurants or services authorized for this site.** As noted above, the CDD currently experiences significant traffic delays and congestion during peak travel hours, and to add a drive-up restaurant would likely increase traffic congestion, and make it difficult for the residents of Shearwater to access the community.

The CDD urges you to take into consideration the concerns of the Board and the residents who we represent. Thank you for your continued service and support of the Shearwater community.


Best Regards,



Vincent Sajkowski, Vice-Chairman



Frank Murphy, Supervisor



Ryan Stone, Supervisor



Clint Wright, Supervisor

Tab 4

Work Order Proposal



Proposal Date: 4/4/2024
Proposal Work Order #: 65302
Prepared By: ZACHARY HIGGINBOTHAM

Property Name: Shearwater - Trout Creek CDD
Address: 100 Kayak Way, St. Augustine, FL 32092
Client Contact: Melissa Dobbins mdobbins@rizzetta.com
Client Phone #: 904-436-6270 ext 0034

DD Blanchard Magnolia Replace

Proposal is to pull out existing stump and install a new tree. Price includes install, clean up, water bag and staking.

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE	TOTAL PRICE
Planting					\$2,295.00
Magnolia 'DD Blanchard' - 3.75" Caliper - 13-15'	1.00	14-16 FT	\$2,295.00	\$2,295.00	
Total for Work Order #65302					\$2,295.00

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 #: 904-436-6270 ext 0034

Proposal Date: 4/4/2024
Proposal Work Order #: 65302
Prepared By: ZACHARY HIGGINBOTHAM

Total: \$2,295.00

By ZACHARY HIGGINBOTHAM
Date ZACHARY HIGGINBOTHAM
4/4/2024
The Greenery, Inc.

By _____
Date _____

Work Order Proposal



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

Property Name: Shearwater - Trout Creek CDD
Address: 100 Kayak Way, St. Augustine, FL 32092
Client Contact: Melissa Dobbins mdobbins@rizzetta.com
Client Phone #: 904-436-6270 ext 0034

Sod at Yoga Lawn Replacement

Replace 1 pallet of Bermuda sod at Tennis Court area.

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE
Sod Replacement				
Bermuda 419 Sod	450.00	SF	\$1.89	\$850.43
Total for Work Order #63728				\$850.43

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.
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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.

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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 #: 904-436-6270 ext 0034

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

Total: \$850.43

By ZACHARY HIGGINBOTHAM

Date ZACHARY HIGGINBOTHAM
3/8/2024

The Greenery, Inc.

By _____
Date _____

Work Order Proposal



Proposal Date: 4/4/2024
Proposal Work Order #: 65307
Prepared By: ZACHARY HIGGINBOTHAM

Property Name: Shearwater - Trout Creek CDD
Address: 100 Kayak Way, St. Augustine, FL 32092
Client Contact: Melissa Dobbins mdobbins@rizzetta.com
Client Phone #: 904-436-6270 ext 0034

Parking Lot Islands - Perennial Peanut

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	UNIT PRICE	EXT PRICE	TOTAL PRICE
Parking Island- Perennial Peanut install					\$14,875.00
Perennial Peanut - 1 Gal	1,300.00	1 Gallon	\$8.35	\$10,855.00	
Bed Prep, Install, Clean Up	60.00	HR	\$67.00	\$4,020.00	
Total for Work Order #65307					\$14,875.00

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.
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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.
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Property Name: Shearwater - Trout Creek CDD
Address: 100 Kayak Way, St. Augustine, FL 32092
Client Contact: Melissa Dobbins mdobbins@rizzetta.com
Client Phone #: 904-436-6270 ext 0034

Proposal Date: 4/4/2024
Proposal Work Order #: 65307
Prepared By: ZACHARY HIGGINBOTHAM

Total: \$14,875.00

By ZACHARY HIGGINBOTHAM

Date ZACHARY HIGGINBOTHAM
4/4/2024

The Greenery, Inc.

By _____
Date _____

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 #: 904-436-6270 ext 0034

Proposal Date: 4/4/2024
Proposal Work Order #: 65318
Prepared By: ZACHARY HIGGINBOTHAM

Main Entrance Replacements

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

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE
Plantings				
Ilex 'Schillings Dwarf' - 7 Gal	13.00	7 Gallon	\$67.25	\$874.25
Ligustrum 'Jack Frost' - 7 Gal	28.00	7 Gallon	\$56.35	\$1,577.80
Podocarpus 'Pringles Dwarf' - 3 Gal	8.00	3 Gallon	\$27.15	\$217.20
Asiatic Jasmine - 1 Gal	225.00	1 Gallon	\$5.84	\$1,314.00
Perennial Peanut - 1 Gal	350.00	1 Gallon	\$8.35	\$2,922.50
Bed Prep, Install, Clean Up	100.00	HR	\$67.00	\$6,700.00
Total for Work Order #65318				\$13,605.75

TERMS & CONDITIONS

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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.
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Address: 100 Kayak Way, St. Augustine, FL 32092
Client Contact: Melissa Dobbins mdobbins@rizzetta.com
Client Phone #: 904-436-6270 ext 0034

Proposal Date: 4/4/2024
Proposal Work Order #: 65318
Prepared By: ZACHARY HIGGINBOTHAM

Total: \$13,605.75

By ZACHARY HIGGINBOTHAM
Date ZACHARY HIGGINBOTHAM
4/4/2024
The Greenery, Inc.

By _____
Date _____



— P. Peanut
— Podocarpus Pringles

— Jasmine Fill in
— Schilling Fill in

— Jack Frost

Site : Shearwater

Controller: Entrance Clock

Created: 03/01/2024 5:32 am

All Programs	
--------------	--

Omit Days	N/A
Omit Dates	N/A
Omit Times	N/A
SLW Delay	0 hours
Rain Delay	0 days
Zone/Zone Delay	0 minutes
MV On Delay	00:02
MV Off Delay	00:05
Min Deficit	0.15"

Mode

Sensor Mode

DST Enabled	Disabled
DST Start Day	Sunday
DST Start Week	2nd Week
DST Start Month	March
DST Stop Day	Sunday
DST Stop Week	1st Week
DST Stop Month	November

	Name
--	------

Zone 1	Error
Zone 2	Error
Zone 3	Error
Zone 4	Error
Zone 5	Error
Zone 6	Error
Zone 7	Clock Skipped
Zone 8	Sprays Exit Side Turf

Zone 9	Sprays exit side turf and shrubs
Zone 10	Fault
Zone 11	Fault
Zone 12	Fault
Zone 13	Fault
Zone 14	Fault
Zone 15	Fault
Zone 16	Error
Zone 17	Error
Zone 18	Fault
Zone 19	Error
Zone 20	Error
Zone 21	Error
Zone 22	Sprays on right side of Pine Tree Lane Grasses
Zone 23	Sprays on right side sidewalk at Pine Tree Lane Grasses
Zone 24	Sprays shrub area at Pine Tree Lane
Zone 25	Sprays & Bubblers, Shrubs and turf & half the center island
Zone 26	Rotors/Sprays turf on right side of sidewalk
Zone 27	Sprays in neighborhood at Island
Zone 28	Sprays Grasses
Zone 29	Rotors 2nd Island & in front of entrance sign Turf
Zone 30	Sprays Grasses
Zone 31	Rotors next to house and down by pond grasses
Zone 32	Rotors grass area by homes
Zone 33	Error
Zone 34	Rotors grasses by homes and around pond
Zone 35	Bubblers
Zone 36	Drip & Bubblers & Rotors in grasses
Zone 37	Rotors in turf area around pond
Zone 38	Didn't find
Zone 39	Error
Zone 40	Sprays by clock turf
Zone 41	Error
Zone 42	Did not find
Zone 43	Did not find
Zone 44	Did not find
Zone 45	Error
Zone 46	Error
Zone 47	Error
Zone 48	Error
Zone 49	Error
Zone 50	Error
Zone 51	Error
Zone 52	Error
Zone 53	Error
Zone 54	Error
Zone 55	Error

Zone 56	Did not find
Zone 57	Did not find
Zone 58	Rotors around pond
Zone 59	Rotors across from pond
Zone 60	Rotors across from pond
Zone 61	Sprays turf
Zone 62	Sprays shrubs low pressure, 1 break found
Zone 63	Spray along walk path by JEA Station Shrubs
Zone 64	Sprays along walk path behind JEA Station
Zone 65	Did not find
Zone 66	Sprays/Bubblers in turf area, 1 broken bubbler
Zone 67	Sprays turf and grasses
Zone 68	Did not find
Zone 69	Sprays down Sand Grass Tr shrubs
Zone 70	Sprays down Sand Grass Tr Island
Zone 71	Did not find
Zone 72	Did not find
Zone 73	Did not find
Zone 74	Did not find
Zone 75	Did not find
Zone 76	
Zone 77	
Zone 78	
Zone 79	
Zone 80	
Zone 81	
Zone 82	
Zone 83	
Zone 84	
Zone 85	
Zone 86	
Zone 87	
Zone 88	
Zone 89	
Zone 90	
Zone 91	
Zone 92	
Zone 93	
Zone 94	
Zone 95	
Zone 96	

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.					
<ul style="list-style-type: none"> • Install 2 Weathermatic Smart Controllers • Replace all 96 Decoders • Locate and repair wire path throughout systems 					
<i><u>Controller (Clock) will warrantied for as long as we maintain the system against:</u></i>					
<ul style="list-style-type: none"> • <u>Lightning</u> • <u>Theft</u> • <u>Vandalism</u> 					
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

-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

Phase 3 **\$80,445.29**

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

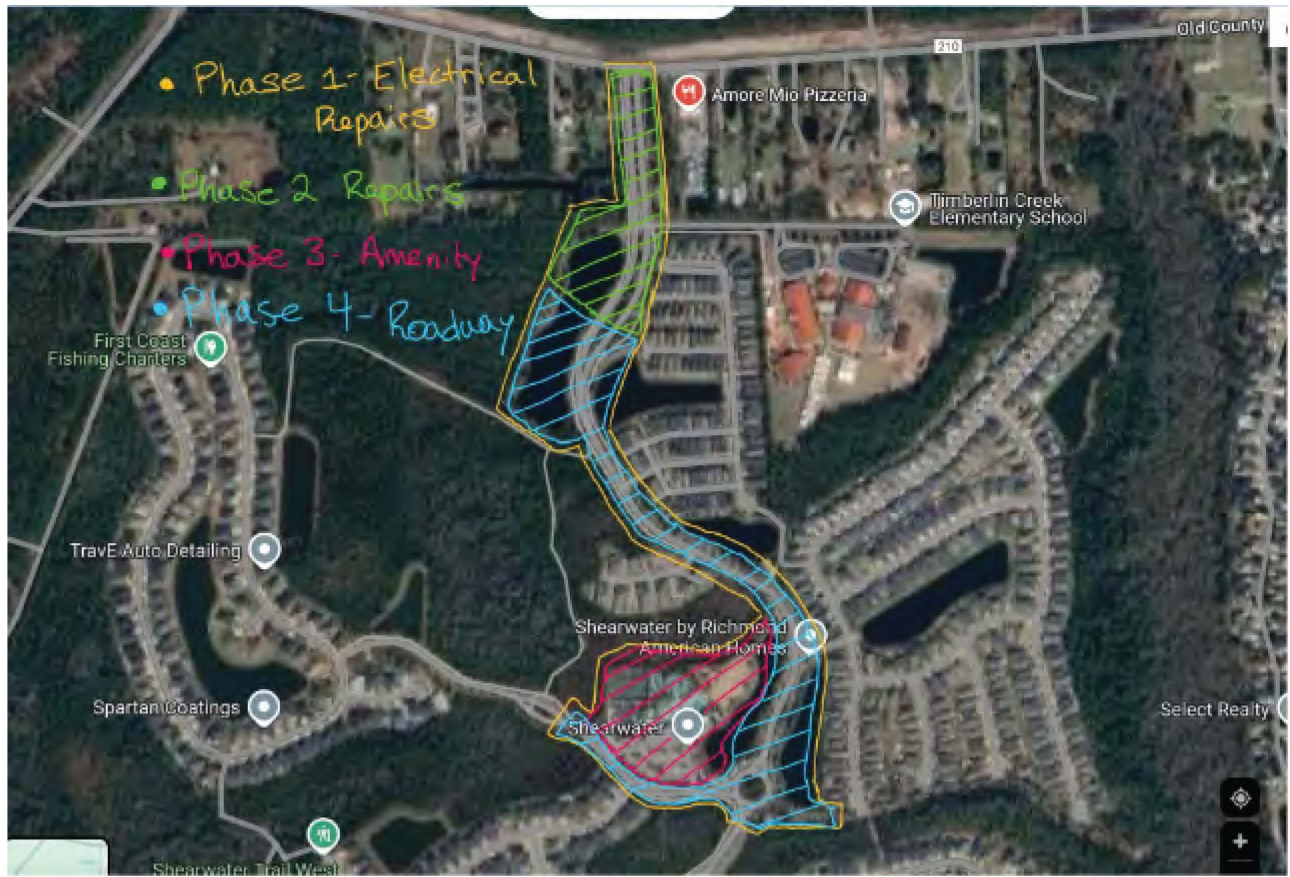
Phase 4 **\$112,368.34**

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

Total for Work Order #64105 **\$334,250.60**



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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 _____



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

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
website: www.TreeAmigosOutdoor.com



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

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
website: www.TreeAmigosOutdoor.com



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

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
website: www.TreeAmigosOutdoor.com

Tab 5



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

April 11, 2024

Landscape Maintenance:

Maintenance crews have been working on mowing and edging the community as a whole. Edging and reestablishing beds around the ponds and common areas is our goal for the month of April. We sprayed and pulled weeds at the clubhouse and entrances to the HOAs. The weeds in the common area down the main boulevard will be treated by 4/12.

Plant Health Care:

March 25th and 26th:

St. Aug and Zoysia - Granular Fertilizers with broadleaf & sedge post emergence herbicides.

Bahia – ONLY broadleaf & sedge post emergence herbicides.

Ornamental shrub applications were started 4/8. This includes fertilizer and fungicides, as well as a systematic insecticide and pre-emergent weed application to the beds.

Additional:

Proposals for mulch have been submitted.

Work Order Proposal



Proposal Date: 4/5/2024
Proposal Work Order #: 65393
Prepared By: ZACHARY HIGGINBOTHAM

Property Name: Shearwater - Trout Creek CDD
Address: 100 Kayak Way, St. Augustine, FL 32092
Client Contact: Melissa Dobbins mdobbins@rizzetta.com
Client Phone #: 904-436-6270 ext 0034

North Creek Playground Mulch

Installation of ADA playground mulch. Current mulch will be raked and evened out before new mulch is installed.

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE
Pinestraw & Mulch				
Certified Playground Mulch	40.00	CY	\$65.00	\$2,600.00
Raking Out, Install, Clean Up	30.00	HR	\$67.00	\$2,010.00
Total for Work Order #65393				\$4,610.00

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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 #: 904-436-6270 ext 0034

Proposal Date: 4/5/2024
Proposal Work Order #: 65393
Prepared By: ZACHARY HIGGINBOTHAM

Total: \$4,610.00

By ZACHARY HIGGINBOTHAM

Date ZACHARY HIGGINBOTHAM
4/5/2024

The Greenery, Inc.

By _____
Date _____

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 #: 904-436-6270 ext 0034

Proposal Date: 4/5/2024
Proposal Work Order #: 65399
Prepared By: ZACHARY HIGGINBOTHAM

Pine Fines in Ground Cover Beds

Adding pine fines in jasmine and any possible juniper beds. Pine fines help with the weed control and moisture retaining aspects similar to mulch or straw, while still allowing the groundcover to expand horizontally.

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE
Pinestraw & Mulch				
Pine Fines	20.00	CY	\$65.00	\$1,300.00
Install of Pine Fines	15.00	HR	\$67.00	\$1,005.00
Total for Work Order #65399				\$2,305.00

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.
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Proposal Date: 4/5/2024
Proposal Work Order #: 65399
Prepared By: ZACHARY HIGGINBOTHAM

Total: \$2,305.00

By ZACHARY HIGGINBOTHAM
Date ZACHARY HIGGINBOTHAM
4/5/2024
The Greenery, Inc.

By _____
Date _____

Tab 6



Tree Amigos

Outdoor Services

Trout Creek CDD: Monthly Report

March 2024

Fungus/Pest/Fertilizer: Herbicide and pre-emergent has been applied to all landscape beds and tree rings throughout Trout Creek CDD. Pre and post herbicides were applied to all turf areas to kill any broad leaf weeds. Sulfur coated granular fertilizer was applied to all turf areas, as well as Ammonium sulfate. The target for the Ammonium sulfate is to help lower the PH in the soil and helps the turf to green up.

Maintenance: All areas throughout Trout Creek phase 2 have been mowed, edged and line trimmed as needed. We have been removing any dead or deficient plant material throughout the property. Ligustrum trees with sparse growth have been cut back to promote new growth and a fuller appearance. Knock out roses in the middle median of Shearwater Pkwy have been trimmed down and fertilized to promote new and healthy blooms. Viburnum throughout property has been cut back and fertilized. Weeds have been hand pulled in Jasmine beds and Indian Hawthorne.

Irrigation Report: All irrigation throughout Phase 2 is working as should and has proper coverage and run times.

Notes: Moving into April we look to continue to improve the overall health and appearance of plant material and turf.

REPORT TO: 11128
 SITEONE LANDSCAPE
 105 INDUSTRIAL LOOP N
 ORANGE PARK, FL 32073

TURF AND ORNAMENTAL SOIL TEST AND RECOMMENDATION REPORT

SUBMITTED BY/FOR: TREE AMIGOS
 6759
 02/27/2024

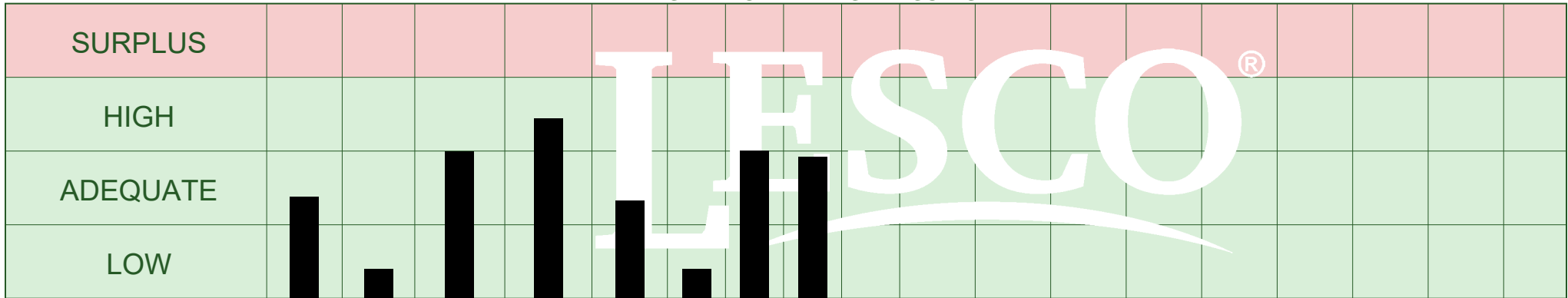
Spectrum Analytic

1087 Jamison Road NW
 Washington Court House, OH 43160-8748

www.spectrumanalytic.com

Line Number	RESULTS OF ANALYSIS							CALCULATED VALUES					RESULTS OF ANALYSIS												
	LAB NO	Soil pH	Buffer pH	Pounds per Acre Available Nutrient				CEC	% Base Saturation				Pounds per Acre Available Nutrient									Soluble Salts mmhos/cm	O.M. %		
				P	K	Ca	Mg		K	Ca	Mg	Na	S	B	Cu	Fe	Mn	Zn	Na						
1	J41912	7.3		58	92	5976	732	14.0	0.7	80	19														
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11	AVERAGE RESULTS																								

DISPLAY OF AVERAGE RESULTS



Line Number	SAMPLE INFORMATION				FERTILIZER RECOMMENDATIONS IN LBS PER 1000 SQ FT									
	SAMPLE IDENTIFICATION	PLANT TYPE	AREA TYPE	MAINT LEVEL	LIME	Type	NITROGEN	Freq	P2O5	K2O	Mg	Fe	Mn	Zn
1	5	SHRUB	LANDSCAPE	MED.	0		2.00 - 4.00	S	1.00	2.00	0.00			
2														
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4														
5														
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8														
9														
10														
11	RECOMMENDATIONS FOR AVERAGE RESULTS													

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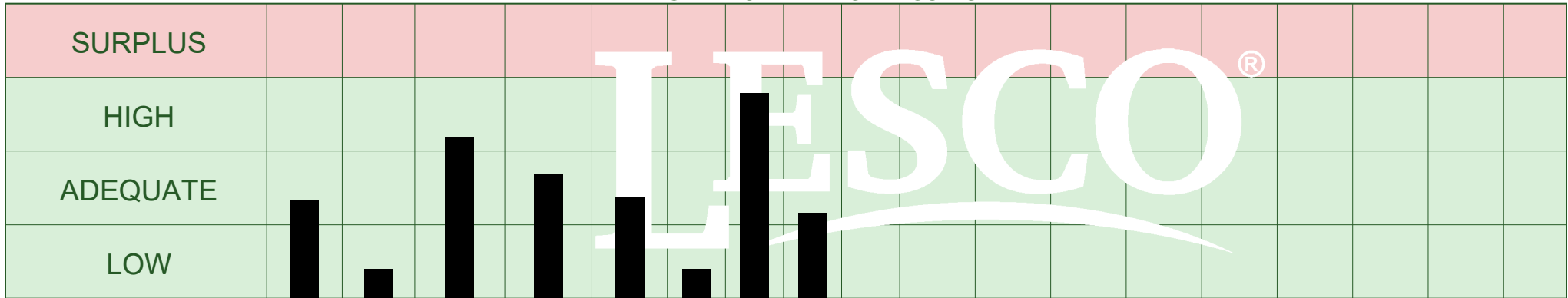
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				P	K	Ca	Mg		K	Ca	Mg	Na	S	B	Cu	Fe	Mn	Zn	Na						
1	J41913	8.1		56	66	6770	458	14.4	0.5	88	12														
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4																									
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11	AVERAGE RESULTS																								

DISPLAY OF AVERAGE RESULTS



Line Number	SAMPLE INFORMATION				FERTILIZER RECOMMENDATIONS IN LBS PER 1000 SQ FT									
	SAMPLE IDENTIFICATION	PLANT TYPE	AREA TYPE	MAINT LEVEL	LIME	Type	NITROGEN	Freq	P2O5	K2O	Mg	Fe	Mn	Zn
1	6	SHRUB	LANDSCAPE	MED.	0		2.00 - 4.00	S	1.00	2.00	0.00			
2														
3														
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8														
9														
10														
11	RECOMMENDATIONS FOR AVERAGE RESULTS													

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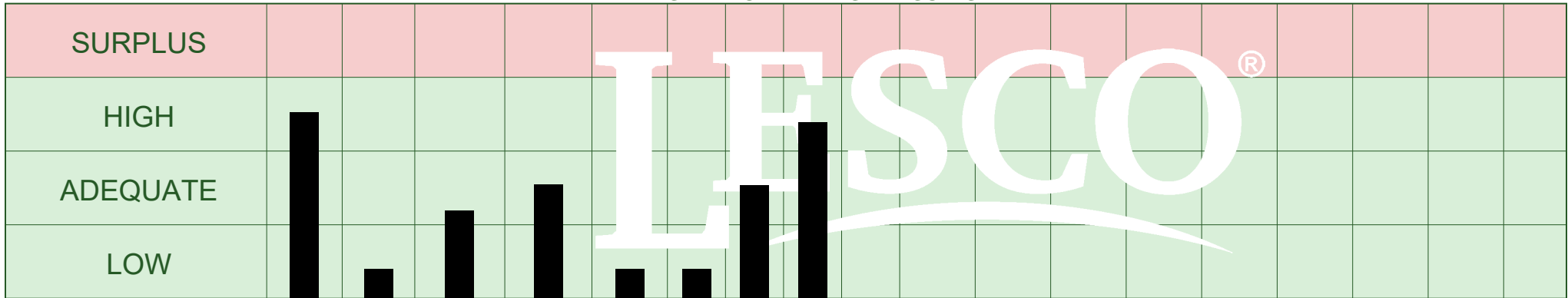
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	LAB NO	Soil pH	Buffer pH	Pounds per Acre Available Nutrient				CEC	% Base Saturation				Pounds per Acre Available Nutrient								Soluble Salts mmhos/cm	O.M. %		
				P	K	Ca	Mg		K	Ca	Mg	Na	S	B	Cu	Fe	Mn	Zn	Na					
1	J41914	7.6		148	70	1972	398	5.2	1.4	71	28													
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8																								
9																								
10																								
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DISPLAY OF AVERAGE RESULTS



Line Number	SAMPLE INFORMATION				FERTILIZER RECOMMENDATIONS IN LBS PER 1000 SQ FT									
	SAMPLE IDENTIFICATION	PLANT TYPE	AREA TYPE	MAINT LEVEL	LIME	Type	NITROGEN	Freq	P2O5	K2O	Mg	Fe	Mn	Zn
1	7	ST. AUGUSTINE	LAWN	MED.	0		4.50 - 5.50	S	0.00	4.50	0.00			
2														
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8														
9														
10														
11	RECOMMENDATIONS FOR AVERAGE RESULTS													

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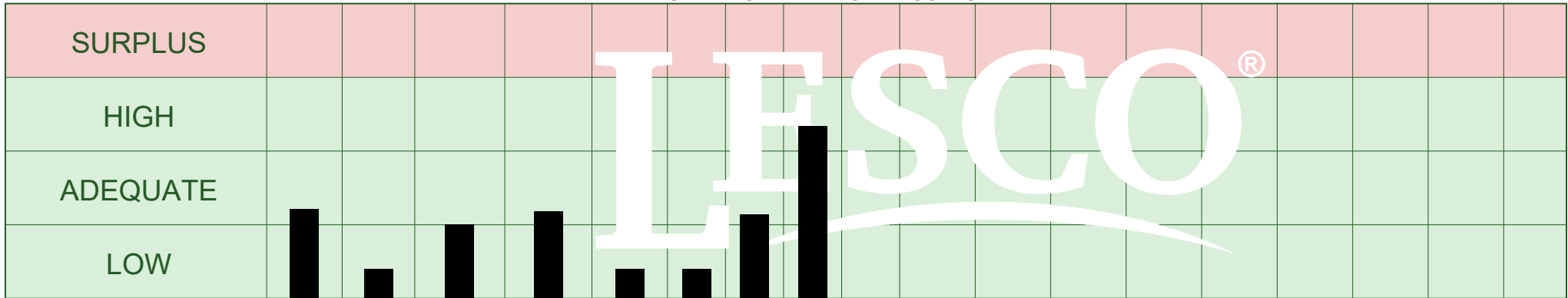
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	LAB NO	Soil pH	Buffer pH	Pounds per Acre Available Nutrient				CEC	% Base Saturation				Pounds per Acre Available Nutrient								Soluble Salts mmhos/cm	O.M. %		
				P	K	Ca	Mg		K	Ca	Mg	Na	S	B	Cu	Fe	Mn	Zn	Na					
1	J41915	7.1		50	38	1052	230	3.1	1.3	63	27													
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	SAMPLE IDENTIFICATION	PLANT TYPE	AREA TYPE	MAINT LEVEL	LIME	Type	NITROGEN	Freq	P2O5	K2O	Mg	Fe	Mn	Zn
1	8	ST. AUGUSTINE	LAWN	MED.	0		4.50 - 5.50	S	0.75	6.00	0.00			
2														
3														
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5														
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8														
9														
10														
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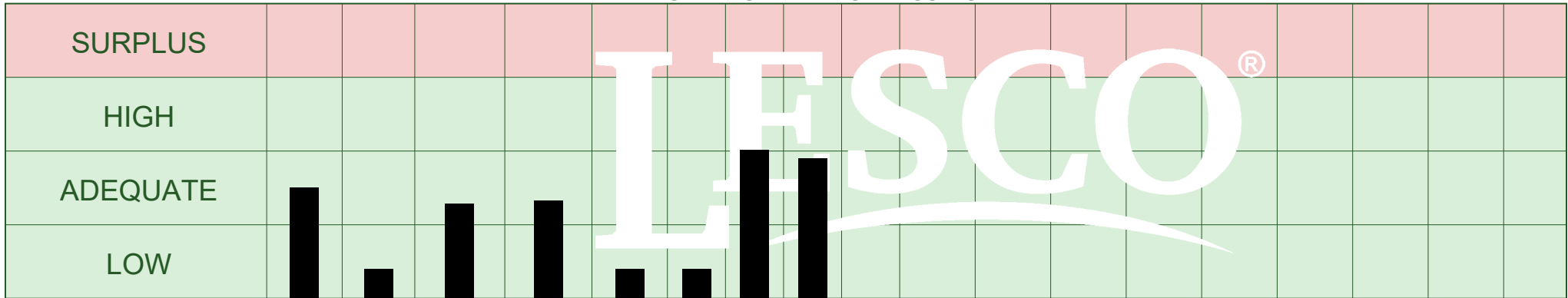
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	LAB NO	Soil pH	Buffer pH	Pounds per Acre Available Nutrient				CEC	% Base Saturation				Pounds per Acre Available Nutrient								Soluble Salts mmhos/cm	O.M. %		
				P	K	Ca	Mg		K	Ca	Mg	Na	S	B	Cu	Fe	Mn	Zn	Na					
1	J41916	7.8		64	40	2458	298	5.7	0.7	80	19													
2																								
3																								
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7																								
8																								
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1	9	PEREN. FLOWERS	LANDSCAPE	MED.	0		2.00 - 3.00	S	0.75	4.00	0.00			
2														
3														
4														
5														
6														
7														
8														
9														
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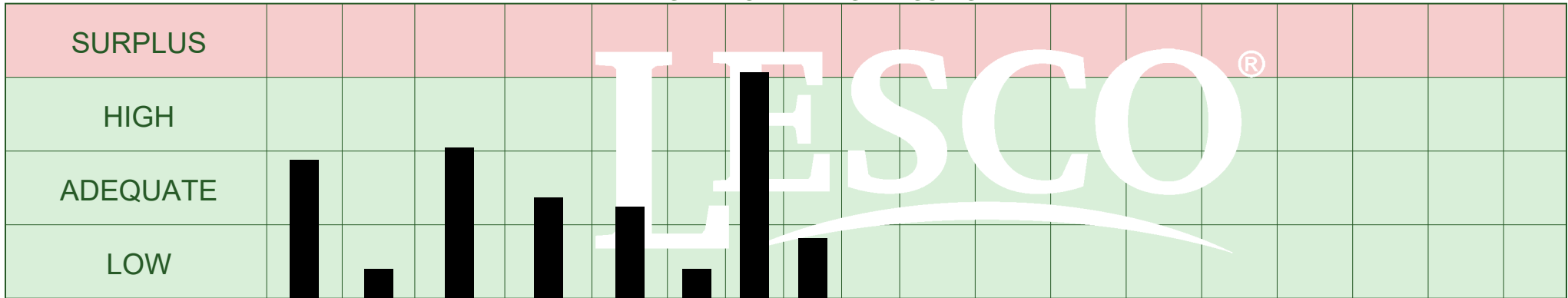
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				P	K	Ca	Mg		K	Ca	Mg	Na	S	B	Cu	Fe	Mn	Zn	Na						
1	J41917	8.1		82	50	6208	318	12.9	0.4	91	9														
2																									
3																									
4																									
5																									
6																									
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1	10	ST. AUGUSTINE	LAWN	MED.	0		4.50 - 5.50	S	0.00	6.00	1.50				
2															
3															
4															
5															
6															
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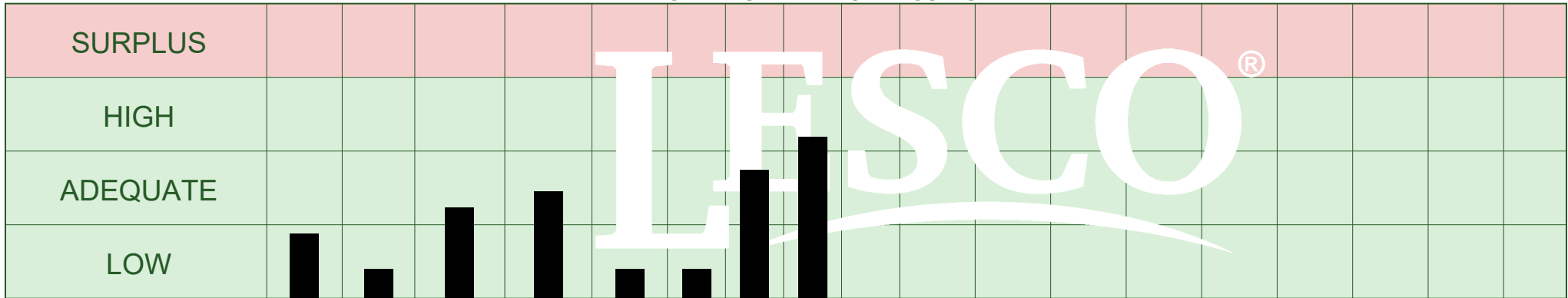
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				P	K	Ca	Mg		K	Ca	Mg	Na	S	B	Cu	Fe	Mn	Zn	Na						
1	J41918	7.6		38	62	2166	352	5.4	1.2	75	24														
2																									
3																									
4																									
5																									
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1	11	TREE-MATURE	LANDSCAPE	MED.	0		2.00 - 3.00	S	1.50	4.00	0.00				
2															
3															
4															
5															
6															
7															
8															
9															
10															
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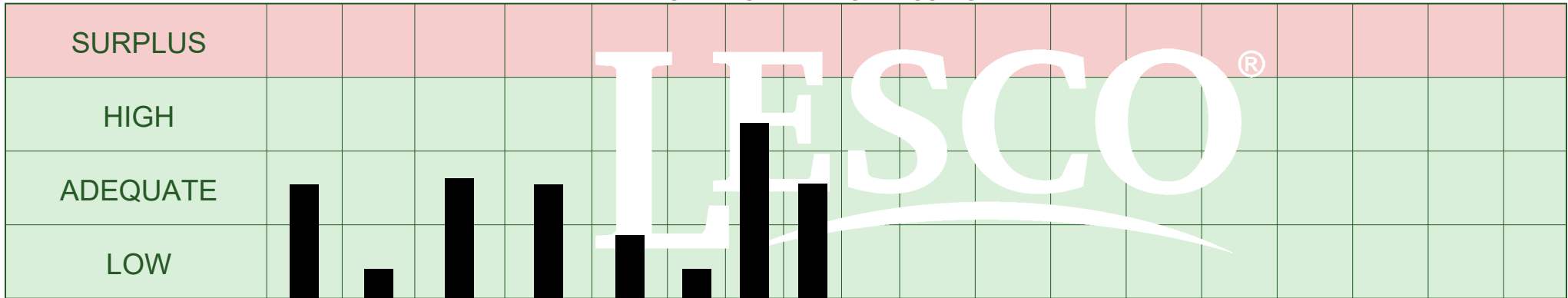
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	LAB NO	Soil pH	Buffer pH	Pounds per Acre Available Nutrient				CEC	% Base Saturation				Pounds per Acre Available Nutrient								Soluble Salts mmhos/cm	O.M. %			
				P	K	Ca	Mg		K	Ca	Mg	Na	S	B	Cu	Fe	Mn	Zn	Na						
1	J41920	7.8		66	54	4132	394	9.3	0.6	84	16														
2																									
3																									
4																									
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DISPLAY OF AVERAGE RESULTS



Line Number	SAMPLE INFORMATION				FERTILIZER RECOMMENDATIONS IN LBS PER 1000 SQ FT									
	SAMPLE IDENTIFICATION	PLANT TYPE	AREA TYPE	MAINT LEVEL	LIME	Type	NITROGEN	Freq	P2O5	K2O	Mg	Fe	Mn	Zn
1	13	SHRUB	LANDSCAPE	MED.	0		2.00 - 4.00	S	1.00	4.00	0.00			
2														
3														
4														
5														
6														
7														
8														
9														
10														
11	RECOMMENDATIONS FOR AVERAGE RESULTS													

REPORT TO: 11128
 SITEONE LANDSCAPE
 105 INDUSTRIAL LOOP N
 ORANGE PARK, FL 32073

TURF AND ORNAMENTAL SOIL TEST AND RECOMMENDATION REPORT

SUBMITTED BY/FOR: TREE AMIGOS
 6759
 02/27/2024

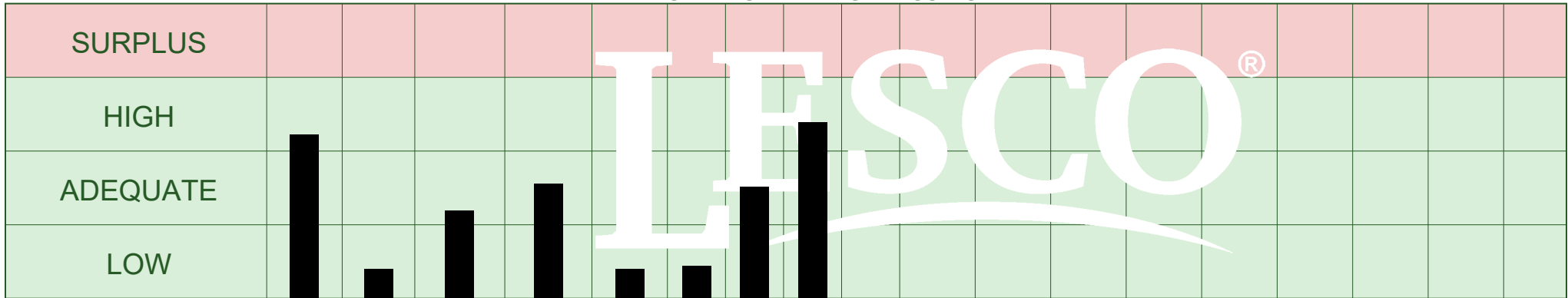
Spectrum Analytic

1087 Jamison Road NW
 Washington Court House, OH 43160-8748

www.spectrumanalytic.com

Line Number	RESULTS OF ANALYSIS							CALCULATED VALUES					RESULTS OF ANALYSIS											
	LAB NO	Soil pH	Buffer pH	Pounds per Acre Available Nutrient				CEC	% Base Saturation				Pounds per Acre Available Nutrient								Soluble Salts mmhos/cm	O.M. %		
				P	K	Ca	Mg		K	Ca	Mg	Na	S	B	Cu	Fe	Mn	Zn	Na					
1	J41923	7.4		114	90	1978	400	5.3	1.8	70	28													
2																								
3																								
4																								
5																								
6																								
7																								
8																								
9																								
10																								
11	AVERAGE RESULTS																							

DISPLAY OF AVERAGE RESULTS



Line Number	SAMPLE INFORMATION				FERTILIZER RECOMMENDATIONS IN LBS PER 1000 SQ FT									
	SAMPLE IDENTIFICATION	PLANT TYPE	AREA TYPE	MAINT LEVEL	LIME	Type	NITROGEN	Freq	P2O5	K2O	Mg	Fe	Mn	Zn
1	3	TREE-YOUNG	LANDSCAPE	MED.	0		3.00 - 4.00	S	0.75	2.00	0.00			
2														
3														
4														
5														
6														
7														
8														
9														
10														
11	RECOMMENDATIONS FOR AVERAGE RESULTS													

REPORT TO: 11128
 SITEONE LANDSCAPE
 105 INDUSTRIAL LOOP N
 ORANGE PARK, FL 32073

TURF AND ORNAMENTAL SOIL TEST AND RECOMMENDATION REPORT

SUBMITTED BY/FOR: TREE AMIGOS
 6759
 02/27/2024

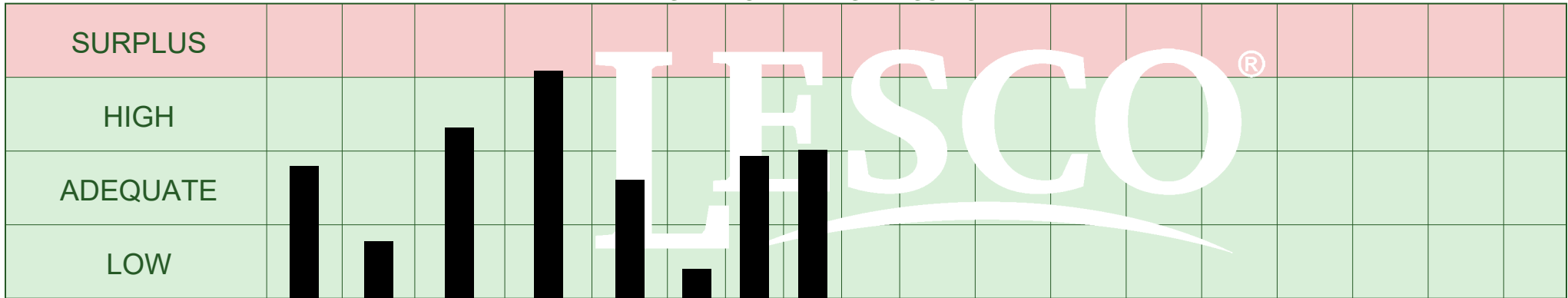
Spectrum Analytic

1087 Jamison Road NW
 Washington Court House, OH 43160-8748

www.spectrumanalytic.com

Line Number	RESULTS OF ANALYSIS							CALCULATED VALUES					RESULTS OF ANALYSIS											
	LAB NO	Soil pH	Buffer pH	Pounds per Acre Available Nutrient				CEC	% Base Saturation				Pounds per Acre Available Nutrient								Soluble Salts mmhos/cm	O.M. %		
				P	K	Ca	Mg		K	Ca	Mg	Na	S	B	Cu	Fe	Mn	Zn	Na					
1	J41924	7.6		78	152	7252	960	17.3	0.9	79	20													
2																								
3																								
4																								
5																								
6																								
7																								
8																								
9																								
10																								
11	AVERAGE RESULTS																							

DISPLAY OF AVERAGE RESULTS



Line Number	SAMPLE INFORMATION				FERTILIZER RECOMMENDATIONS IN LBS PER 1000 SQ FT										
	SAMPLE IDENTIFICATION	PLANT TYPE	AREA TYPE	MAINT LEVEL	LIME	Type	NITROGEN	Freq	P2O5	K2O	Mg	Fe	Mn	Zn	
1	2	ST. AUGUSTINE	LAWN	MED.	0		4.50 - 5.50	S	0.25	3.50	0.00				
2															
3															
4															
5															
6															
7															
8															
9															
10															
11	RECOMMENDATIONS FOR AVERAGE RESULTS														

REPORT TO: 11128
 SITEONE LANDSCAPE
 105 INDUSTRIAL LOOP N
 ORANGE PARK, FL 32073

TURF AND ORNAMENTAL SOIL TEST AND RECOMMENDATION REPORT

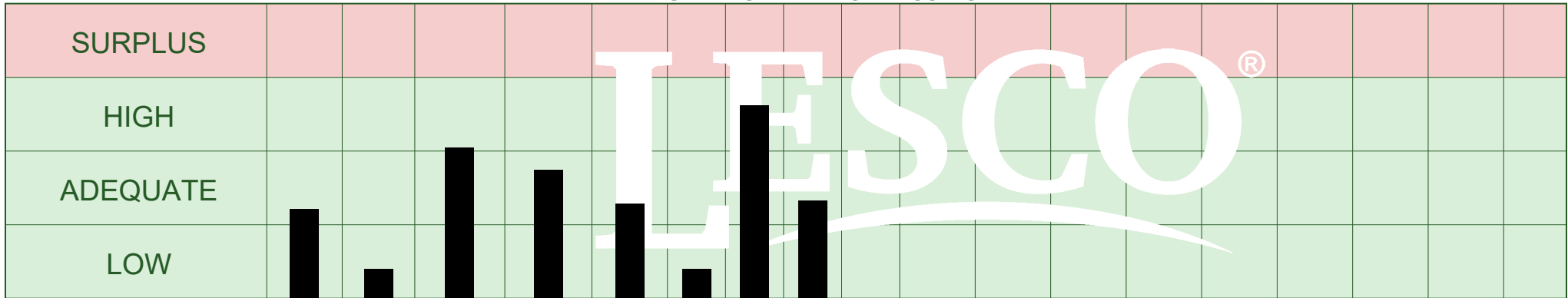
SUBMITTED BY/FOR: TREE AMIGOS
 6759
 02/27/2024

Spectrum Analytic
 1087 Jamison Road NW
 Washington Court House, OH 43160-8748

www.spectrumanalytic.com

Line Number	RESULTS OF ANALYSIS							CALCULATED VALUES					RESULTS OF ANALYSIS											
	LAB NO	Soil pH	Buffer pH	Pounds per Acre Available Nutrient				CEC	% Base Saturation				Pounds per Acre Available Nutrient								Soluble Salts mmhos/cm	O.M. %		
				P	K	Ca	Mg		K	Ca	Mg	Na	S	B	Cu	Fe	Mn	Zn	Na					
1	J41925	8.1		50	58	6168	486	13.4	0.5	86	13													
2																								
3																								
4																								
5																								
6																								
7																								
8																								
9																								
10																								
11	AVERAGE RESULTS																							

DISPLAY OF AVERAGE RESULTS



Line Number	SAMPLE INFORMATION				FERTILIZER RECOMMENDATIONS IN LBS PER 1000 SQ FT										
	SAMPLE IDENTIFICATION	PLANT TYPE	AREA TYPE	MAINT LEVEL	LIME	Type	NITROGEN	Freq	P2O5	K2O	Mg	Fe	Mn	Zn	
1	1	SHRUB	LANDSCAPE	MED.	0		2.00 - 4.00	S	1.00	4.00	0.00				
2															
3															
4															
5															
6															
7															
8															
9															
10															
11	RECOMMENDATIONS FOR AVERAGE RESULTS														

Soil Sample Location

1. Kayak Club and Seahill Drive (Indian Hawthorne)
2. St. Augustine grass on Shearwater Parkway
3. Oak trees on Shearwater Parkway
4. Bermuda field in the Falls
5. Shrub bed on Apian and Lombard
6. JEA lift station in the Falls
7. St. Augustine grass (Ridgewind and Field)
8. Roundabout on Shearwater Parkway
9. Roses (Shearwater Parkway and Ladson Ct)
10. St. Augustine grass (Ladson Ct and Crescendo Ave)
11. Pond bank cypress trees (Windswept Way)
12. Bermuda field (Luna Drive and Longtail Drive)
13. Shrub bed (Luna Drive and Longtail Drive)



Quotation

Quote #: 202875

Date: 04/03/2024

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

Project: 20065
Shearwater Maintenance
3434 Colwell Ave
STE 200
Tampa FL 33614

This quote is valid until: 05/03/2024

Description	Common Name	Quantity	Price	Ext Price
Landscape Enhancement to Mulch Jasmine and Roses in Medians on Shearwater Pkwy				
(40) yds mini pine nuggets at 2 inch depth		1.00	2,800.00	2,800.00
Delivery		1.00	150.00	150.00
Total:				\$2,950.00

Notes

Approved: _____

Date: _____

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

Email: cryan@treeamigosoutdoor.com
website: www.TreeAmigosOutdoor.com

Tab 7



PRESTIGE
LANDSCAPES
OF NORTH FLORIDA, INC.

March 2024 Maintenance Report

Shearwater Phase 3

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



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

March, 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. In preparation for the growing season, our crews started redefining bed lines throughout ph3. We have also completed pruning the Oak canopy along the roadsides.

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 3x per week on turf and 2x per week on plant bed areas. This month there were only a few minor repairs done to the system.

Agronomics

We are seeing great results from our pre-emergent application earlier this year. There have been little to no weed flush during the March rains /seasonal transition. You will notice the color is currently off on the turf is off in ph3. This is ok, our focus have been pushing weed control pre and post, and applying the Sulphur application. Currently we are applying our granular fertilizer application. This product is also Sulphur coated with Humic acid which will green up.

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

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



W. O. # _____

Name Martha Ct. Common Area

Address _____

Irrigation Inspection Report

Date 3/4/2024 pg 1 of 1

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

A
B
C

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

Program

Run Days

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

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

ADJUSTMENTS	X						
PARTIL CLOGS							
STRAIGHTENED	X						

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

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



W. O. # _____

Name Timberwolf Clock ph3-A

Address SWP Turf

Date 3/5/2024 pg 1 of 4

Irrigation Inspection Report

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

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

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

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

ADJUSTMENTS	x						
PARTIL CLOGS	x						
STRAIGHTENED	x						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED 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 Timberwolf Turf

Date 3/4/2024 pg 2 of 4

Irrigation Inspection Report

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

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

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

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

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



Irrigation Inspection Report

W. O. # _____

Name Timberwolf Clock ph3-A

Address SWP Shrubs/Trees

Date 3/4/2024 pg 3 of 4

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

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

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

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

Comments : _____



W. O. # _____

Name Timberwolf Clock ph3-A

Address Timberwolf Shrubs/Trees

Date 3/4/2024 pg 4 of 4

Irrigation Inspection Report

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

A
B
C
D

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

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

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

ADJUSTMENTS	x						
PARTIL CLOGS	x						
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED 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 SWP_Cal Turf

Date 3/4/2024 pg 1 of 4

Irrigation Inspection Report

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

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED 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 Shrubs_Trees

Date 3/4/2024 pg 2 of 4

Irrigation Inspection Report

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

A
B
C

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

Program

Run Days

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

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

ADJUSTMENTS	x						
PARTIL CLOGS							
STRAIGHTENED							

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

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



W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address Seaforth Turf

Date 3/4/2024 pg 3 of 4

Irrigation Inspection Report

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

A
B
C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

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

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



W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address Carh Path

Date 3/4/2024 pg 4 of 4

Irrigation Inspection Report

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

A
B
C
D

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

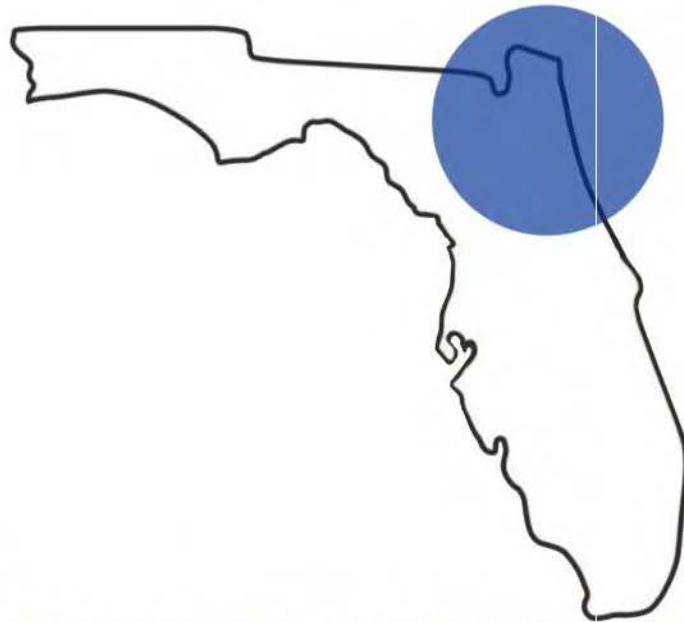
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S
D	S	M	T	W	TH	F	S

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

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

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



PRESTIGE

LANDSCAPES

OF NORTH FLORIDA, INC.

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



PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

Phase 3B-B&C at Shearwater Landscape Maintenance Proposal

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



PH₃B- B at Shearwater

4-5-24

Exhibit "A"

Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing \$8,453.90
Includes mowing, edging, string-trimming and cleanup.

Detailing \$862.79
Includes shrub pruning, tree pruning, and weeding.

IPM – Fertilization & Pest Control \$2,793.02
Fertilization/fungicide/insecticide/herbicide/etc.

Irrigation Inspection \$5,400.00

Annual Core Total

\$17,509.70

Additional Services

Pine Straw \$1,386.00

GRAND TOTAL ANNUAL \$18,895.70

MONTHLY \$1,574.64

SERVICES	VISITS
Mowing	
Mow, Hard Edge, String Trim & Cleanup (St. Augustine)	42
Soft Edge (St. Augustine)	21
Etc.....	-
Detailing	
Weeding (by hand)	42
Weeding (roundup)	21
Shrub Pruning	As needed
Small Tree Pruning	As needed
Etc....	
IPM – Fertilization & Pest Control	
<i>Fertilization</i>	
St. Augustine	8
Shrubs	4
Small Trees	4
Palm Trees	4
Etc....	
<i>Chemical – Turf</i>	
St. Augustine Insecticide	8
St. Augustine Herbicide	8
Etc....	as needed
<i>Chemical – Shrubs/Trees</i>	
Shrubs – Fungicide	as needed
Shrubs – Insecticide	as needed
Small /Medium Tree - Fungicide	as needed
Small /Medium Tree – Insecticide	as needed
Palm Tree – Insecticide	as needed
Irrigation Inspections	
# of Checks	12
Palm Pruning	
Standard Palms	-
Tropical Palms	-
Specialty Palms	-
Mulch	
Mulch Application – Mini Pine Park	-
Mulch Application – Pine Straw	1
Annual Flowers	
Standard Annual Flower Installation	-
Deluxe Annual Flower Installation	-
Holiday/Perennial Flower Installation	-
Annual Bed Soil Replenishment	-
Annual Flower Bed Maintenance	-

What you can expect from us as our valued Client!

Communication

- **You need to know what's going on.** Most frustration comes from not knowing. We've confronted this issue head on—our systems put communication first. Clients have a single point of contact regardless of the stage of their job. There are regular updates and we always welcome lots of feedback. It is always our policy to be honest and responsive and our objective is complete customer satisfaction.

Customization

- **One size doesn't fit all.** Every property we service has its own set of needs and issues. Our experienced staff and integrated approach allow us to find unique solutions to meet most property or budget constraints. It is our focus to be as flexible as possible so that we find the best solution and our customer experience is stress free.

Proactivity

- **We'll fix it before it's a problem.** The last thing we want is for our clients to point out something we've missed. We've built our service programs around proactivity and our professionals strive to catch every detail before someone else does. Procedures, checklists and training all focus on one result—making sure our customers don't have to manage our work.

Personnel

- We understand that our personnel are perceived as your representatives while on your property; rest assured in knowing they will conduct themselves in an efficient, well-mannered, well-groomed and workman-like manner.
- All our services are coordinated to minimize disruption and maximize safety to people and vehicular traffic.
- We provide all labor, transportation and supervision necessary except in circumstances where we may use a reputable subcontractor (e.g. palm pruning, mulch, and irrigation) to carry out the task.
- Should we accidentally damage anything on your property, we will promptly make repairs at no cost to you.

Our Vehicles and Equipment

- Our service vehicles are well maintained, registered, insured, and operated only by responsible licensed personnel.
- All trailers, storage facilities, and maintenance equipment are in good condition and present a clean and neat appearance.
- Tools and equipment will be perfectly suited to the task at hand and used with safety gear when necessary.

Additional Services

- We will gladly provide extra services (such as irrigation repair and plant material replacement), special services and/or landscape enhancements at an additional charge with written approval from one of your authorized representatives. Our landscape design team and enhancement crews are ready when you are!

Additional Provisions

- Your personal Account Manager will conduct inspections on a monthly basis to assess and remedy landscape maintenance deficiencies as soon as possible.
- We offer a 24-hour contact list for use in case of emergencies.
- Removal of all landscape debris generated on the property during landscape maintenance is our sole responsibility, at no additional expense to you.
- Access to a water source on your property must be provided for use in spray applications.
- All products will be applied as directed by the manufacturers' instructions and in accordance with all state and federal regulations.
- We will frequently assess, identify, and notify you of any landscape conditions that affect long-term health including our suggestions regarding the best course of action. While we can't guarantee the survival of plant material, since it is a living thing, any plant material that dies as a direct and identifiable result of improper maintenance practices will be replaced at no additional cost to you.



PH₃B-C at Shearwater

4-5-24

Exhibit "A"

Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing \$9,201.21
Includes mowing, edging, string-trimming and cleanup.

Detailing \$549.05
Includes shrub pruning, tree pruning, and weeding.

IPM – Fertilization & Pest Control \$1,080.00
Fertilization/fungicide/insecticide/herbicide/etc.

Irrigation Inspection \$1,800.00

Annual Core Total

\$12,630.25

Additional Services

Pine Straw \$882.00

GRAND TOTAL ANNUAL \$13,512.25

MONTHLY \$1,126.02

SERVICES	VISITS
Mowing	
Mow, Hard Edge, String Trim & Cleanup (St. Augustine)	42
Soft Edge (St. Augustine)	21
Etc.....	-
Detailing	
Weeding (by hand)	42
Weeding (roundup)	21
Shrub Pruning	As needed
Small Tree Pruning	As needed
Etc....	
IPM – Fertilization & Pest Control	
<i>Fertilization</i>	
St. Augustine	-
Shrubs	-
Small Trees	4
Palm Trees	-
Etc....	
<i>Chemical – Turf</i>	
St. Augustine Insecticide	-
St. Augustine Herbicide	-
Etc....	as needed
<i>Chemical – Shrubs/Trees</i>	
Shrubs – Fungicide	as needed
Shrubs – Insecticide	as needed
Small /Medium Tree - Fungicide	as needed
Small /Medium Tree – Insecticide	as needed
Palm Tree – Insecticide	as needed
Irrigation Inspections	
# of Checks	12
Palm Pruning	
Standard Palms	-
Tropical Palms	-
Specialty Palms	-
Mulch	
Mulch Application – Mini Pine Park	-
Mulch Application – Pine Straw	1
Annual Flowers	
Standard Annual Flower Installation	-
Deluxe Annual Flower Installation	-
Holiday/Perennial Flower Installation	-
Annual Bed Soil Replenishment	-
Annual Flower Bed Maintenance	-

What you can expect from us as our valued Client!

Communication

- **You need to know what's going on.** Most frustration comes from not knowing. We've confronted this issue head on—our systems put communication first. Clients have a single point of contact regardless of the stage of their job. There are regular updates and we always welcome lots of feedback. It is always our policy to be honest and responsive and our objective is complete customer satisfaction.

Customization

- **One size doesn't fit all.** Every property we service has its own set of needs and issues. Our experienced staff and integrated approach allow us to find unique solutions to meet most property or budget constraints. It is our focus to be as flexible as possible so that we find the best solution and our customer experience is stress free.

Proactivity

- **We'll fix it before it's a problem.** The last thing we want is for our clients to point out something we've missed. We've built our service programs around proactivity and our professionals strive to catch every detail before someone else does. Procedures, checklists and training all focus on one result—making sure our customers don't have to manage our work.

Personnel

- We understand that our personnel are perceived as your representatives while on your property; rest assured in knowing they will conduct themselves in an efficient, well-mannered, well-groomed and workman-like manner.
- All our services are coordinated to minimize disruption and maximize safety to people and vehicular traffic.
- We provide all labor, transportation and supervision necessary except in circumstances where we may use a reputable subcontractor (e.g. palm pruning, mulch, and irrigation) to carry out the task.
- Should we accidentally damage anything on your property, we will promptly make repairs at no cost to you.

Our Vehicles and Equipment

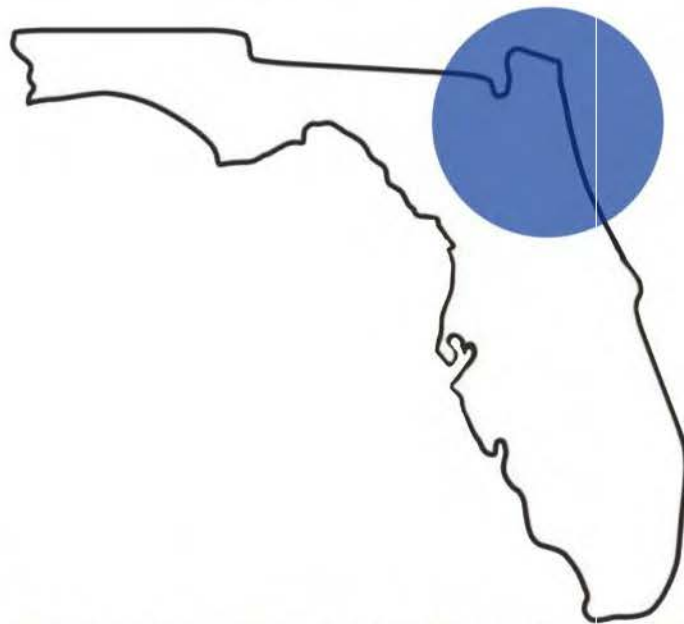
- Our service vehicles are well maintained, registered, insured, and operated only by responsible licensed personnel.
- All trailers, storage facilities, and maintenance equipment are in good condition and present a clean and neat appearance.
- Tools and equipment will be perfectly suited to the task at hand and used with safety gear when necessary.

Additional Services

- We will gladly provide extra services (such as irrigation repair and plant material replacement), special services and/or landscape enhancements at an additional charge with written approval from one of your authorized representatives. Our landscape design team and enhancement crews are ready when you are!

Additional Provisions

- Your personal Account Manager will conduct inspections on a monthly basis to assess and remedy landscape maintenance deficiencies as soon as possible.
- We offer a 24-hour contact list for use in case of emergencies.
- Removal of all landscape debris generated on the property during landscape maintenance is our sole responsibility, at no additional expense to you.
- Access to a water source on your property must be provided for use in spray applications.
- All products will be applied as directed by the manufacturers' instructions and in accordance with all state and federal regulations.
- We will frequently assess, identify, and notify you of any landscape conditions that affect long-term health including our suggestions regarding the best course of action. While we can't guarantee the survival of plant material, since it is a living thing, any plant material that dies as a direct and identifiable result of improper maintenance practices will be replaced at no additional cost to you.



PRESTIGE

LANDSCAPES

OF NORTH FLORIDA, INC.

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

Tab 8



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: March 14, 2024

Biologists: Jim Charles,
Rich Powers, Justin Powers

Client: Trout Creek CDD

Waterways: 37 ponds

Note: This is second report for March.

Pond 9c: Pond was in poor condition. The water level was normal. Treated perimeter for torpedo grass and pennywort.



Pond 10a: Pond was in fair condition. The water level is good. Treated perimeter for torpedo grass and pennywort by boat.



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



Pond 11a: Pond was in poor condition. The water level is good. Treated pond aggressively for algae and submersive weeds.



Pond 12a: Pond was in good condition. The water level is normal. Picked up trash around perimeter.



Pond 14b: Pond was in fair condition. The water level is normal. Treated pond for algae by boat.



Pond 34: Pond was in fair condition. The water level is good. Treated pond for algae and torpedo grass along perimeter.



Jim Charles

Tab 9

Trout Creek CDD
GM Operations Report for April 17th, 2024
(March 11th- April 7th)

Administration:

- Creating a Lifestyle and Amenities Survey for distribution to the community mid-May not April as noted last month.
- Tennis player Q&A meeting with the GM
- Meeting with 904 Tennis owner to discuss contract requirements vs current offerings.
- Implemented USTA tennis court reservations.
- Meeting with Elite Amenities to discuss tennis social/contract.
- Property tour (phase 3) with Prestige
- Conducted four Interviews for RSC (3 FT/1PT)
- Landscape Club volunteer club meeting with landscape vendors (Tree Amigo's & The Greenery). Prestige had a prior meeting and couldn't attend.
- Attended FSR Jacksonville lifestyle collaboration workshop at Everlake Mandarin community.
- Monthly managers' meeting at FSR corporate office.
- TEAMS meeting with Prosser and district staff to discuss Phase One irrigation.

Kayak Hub:

- March 24 TCCDD Sales Summary ([attached](#))
- March TCCDD Sales by Item ([attached](#))
- March Café Sales ([attached](#))

Lifestyle Highlights:

- March lifestyle P&L ([attached](#))

Sponsorships and Advertisement

- Coffee and Conversation Sponsor: secured \$150 from Astrawatt Solar, a local solar power company.
- Five paid Lifestyle Newsletter advertisements secured, totaling \$200.
- Title Sponsor secured, \$3K from resident Erica Pitkat, owner of HelloVet Mobile Veterinarian, Pups N Pints Event.
- Pups N Pints added seven additional sponsors, Right Ride Golf Carts for \$250 plus a gift basket giveaway valued at \$200 and PRP Wine for \$250, samples at the event and a gift basket giveaway valued at \$200, Elevate Events for staffing services valued at \$500, Freshie Tequila Seltzer for product, supplies and staffing services valued at \$500, Horse Soldier Bourbon for product, supplies and staffing services valued at \$1,000, Luc Belaire Champagne and Bumbu Rum for product, supplies and staffing services valued at \$1,000.

Fitness Instruction 10%

- Total Body Tone \$10.00
- Zumba \$48.00
- Personal Training \$4.00

Wellness Initiative

- Partnered with Ronald Cullum, a Tai Chi instructor, to bring an Introductory Tai Chi Session to residents to gauge interest in bringing regular classes to the community.
- Partnered with local business, Cycle Bar, to offer an offsite Shearwater Community Ride Night, where residents received a complimentary indoor bike ride.

Lifestyle & Vendor Collaborations

- Partnered with resident and Small Business Administration employee, Jeff Salzer, to provide seminar on how to navigate the challenges of business ownership in the Kayak Club.
- Partnered with resident and business owners, Lucinda and Tony Sierra to bring “Mangia Monday’s” with the Little Pizza Truck of St. Augustine and community activities to the Outpost on Monday nights. (\$528.10 total month’s revenue)
- Partnered with resident business owners, Jaime and Tony Cockey to bring their Italian Ice Truck, Sunset Slush, to the Pups N Pints event as well as on the schedule Saturdays Poolside in April and additional lifestyle events going forward. Pups N Pints generated \$44 total revenue from sales.
- Ticket sales from Glow Golf and Glow Egg Hunt totaled \$1,020.

Projects In Progress:

- Researching Yoga Instructors and resident interest in adding Yoga classes to the fitness schedule.
- Tennis Grand Re-Opening XGlosive Tennis Social 5/18
- Lionheart Fitness Partnership
- Spring Vendor Village
- Markets on the Move Farmers Market
- Memorial Weekend Luau with Prince Pele’s Polynesian Revue



Maintenance:

- Rake and roll tennis courts 3 times a week and sweep in between.
- Adjust tennis courts sprinklers multiple times a week to try and get them/keep them dialed in.
- Replaced nozzles on tennis court irrigation heads.
- Added 20 bags of clay in addition to court resurfacing.
- Repaired gate at back entrance by tennis courts.
- Painted rusted railing at slide tower.
- Main recirculation pump at lazy river replaced by vakpak.
- Replaced fill flow valve and other valves on filters.
- Cleaned and inflated the inner tubes for lazy river.
- Repaired bench at falls park.
- Repaired well beats issues multiple times in the group fitness studio.
- Worked on the front door handle multiple times after contractor took weeks to come out and still unable to repair it.
- Filled in multiple holes around property in the grass.
- Repaired playground equipment at tot lot, falls park, and outpost.
- Repaired faucets in hub.
- Repaired faucets in gym.
- Replaced batteries in multiple faucets.
- Removed a vandalized broken bench at falls park.
- Repaired fence picket that was broken at the hub.

Vandalism/Mischief Issues:

Pool Deck Shower



Tennis Gate Exit



Falls Park Picnic Table



BELYNDA THARPE

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



31-Mar

INCOME

TOTAL INCOME	Estimated	Actual
	\$0.00	\$8,504.10

EVENT ADMISSIONS

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
		Glow Golf	\$5.00		\$450.00
		Tween Glow Hunt	\$15.00		\$570.00
Total					\$1,020.00

ADS IN PROGRAM

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
		Covers @			\$0.00
		Half-pages @	\$50.00		\$150.00
		Quarter-pages @	\$25.00		\$50.00
Total					\$200.00

SPONSORSHIPS

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
		Coffee & Conversation			\$150.00
		Pups N Pints			\$6,500.00
					\$0.00
Total					\$6,650.00

VENDOR REVENUE

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
Total Body Tone					\$10.00

Zumba	\$48.00
Personal Training	\$4.00
Sunset Slush	\$44.00
Mangia Monday's @ Outpost	\$528.10
Total	\$634.10

45352

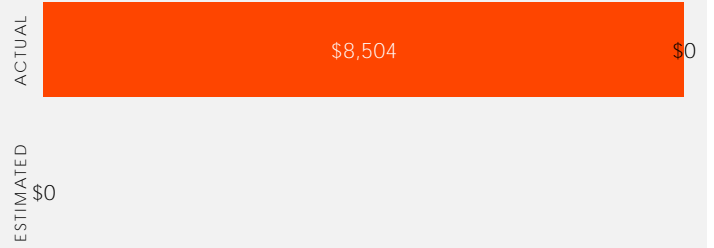
PROFIT

LOSS SUMMARY

■ Total income

■ Total expenses

	Estimated	Actual
Total income	\$0.00	\$8,504.10
Total expenses	\$0.00	\$25,895.86
Total profit (or loss)	\$0.00	(\$17,391.76)





Mar 1, 2024–Mar 31, 2024

Item Sales Report

Trout Creek CDD

Item	GTIN	SKU	Category	Unit	Items Sold	Units Sold	Gross Sales
percent CDD Vendor Fee			Uncategorized	ea			\$.
Regular		W		ea			\$.
Business Card E-Blast (April)			Uncategorized	ea			\$.
Regular				ea			\$.
Full For Life February			Uncategorized	ea			\$.
Regular		M		ea			\$.
Half Page Ad- E-Blast (March)			Uncategorized	ea			\$.
Regular				ea			\$.
Pups N Pints Sponsor			Uncategorized	ea			\$.
Regular				ea			\$.
Total				multiple			\$, .

Café Sales

Mar 1, 2024–Mar 31, 2024

Top 5 Categories: Gross Sales

Security Deposit	\$3,975.00
RENTAL FEES	\$1,850.00
Accessories	\$1,615.00
Ice Cream	\$1,312.00
Uncategorized	\$1,113.30

Uncategorized	13	\$1,113.30
Accessories	24	\$1,615.00
Candy	185	\$214.25
Chips	74	\$111.00
Cold Beverages	169	\$278.00
Hot Beverages	24	\$38.00
Ice Cream	328	\$1,312.00
Pizza	6	\$24.00
RENTAL FEES	10	\$1,850.00
Security Deposit	15	\$3,975.00
Snacks	36	\$59.00
Category	Items Sold	Gross Sales
	884	\$10,589.55

Item	GTIN	SKU	Category	Unit	Items Sold	Units Sold	Gross Sales
Outpost			Accessories	hr			\$, .
Regular				hr			\$, .
Club Room - Weekday			RENTAL FEES	hr			\$.
Regular				hr			\$.
Club Room - Weekend			RENTAL FEES	hr			\$.
Regular				hr			\$.
Pavilion			RENTAL FEES	hr			\$, .
Regular				hr			\$, .
Alcohol Security Deposit			Security Deposit	ea			\$, .
Regular				ea			\$, .
Security Deposit			Security Deposit	ea			\$, .
Regular				ea			\$, .
Total				multiple			\$, .

Tab 10

Fitness Equipment

We submitted 3 quotes/proposals from fitness equipment representatives. Kelly Spivey, LIV Unlimited representing LifeFitness brand equipment provided 36 pages of proposal, equipment specifications, and quoted prices. John Marcotte of Advantage Sport & Fitness representing Precor and Peloton submitted a 28-page proposal with specs and quoted prices. Scott Green from Strength Depot provided some quotes in a 3-page report. In addition to these 67 pages we submitted a 22-page report of the equipment history and relevant information we gathered and some recommendations going forward. **The following pages are the cliff notes.**

HISTORY The fitness center equipment was installed on March 17, 2016. There was a lease / purchase agreement that included 30 months of leasing and then October 15, 2018, we began to make ten quarterly purchase payments through January 15, 2021, at which time we owned the equipment. Our population in 2021 was 1289 homes, so we know that from 2016 to 2021 the equipment did not get used as much as it does today or will get in the years to come. So, even though the equipment is 8 years old, it is fair to say it did not get 8 years of use. At the same time, it is fair to say the equipment was not maintained or properly cleaned from January 2021 through mid-2023 (over 2 of the 8 years). The professionals tell us that this lack of preventative maintenance and proper cleaning has reduced the life expectancy of the equipment. Specifically, cardio equipment. To what degree? I use the analogy of a car that does not get an oil change or new filter for 2 ½ years. What is the impact of this on the engine? There is no black or white answer. We do know that some of the pieces are showing rust and other signs of wear. Treads on the treadmills have lost their traction.

We reached out to 4 fitness equipment companies to get preliminary proposals and quotes. Three reports/proposals are referred to above. The 4th company has yet to respond. All the representatives agreed that we have quality equipment in our fitness center. In the conversations I emphasized that we want to continue with quality equipment. I asked the representatives to provide equipment prices and lease and purchase finance options. The following are the quoted prices to replace each of the 16 pieces of cardio equipment.

In the interim, I learned that we had not accessed the usage data available for all electronic fitness equipment. We set out to gain access and read the usage hours history. We are still working on it. The following is the list of the 30 pieces of fitness equipment we have and the usage hours of most of the cardio equipment.

FITNESS CENTER EQUIPMENT We have a total of 30 pieces of fitness equipment plus Kettle weights, medicine balls, aerobics class mats, exercise balls, and various other items.

		Hours in use	Miles registered		
1.	Treadmill #1 Cybex 770T	as of 3/7/24	5,599	23,483	Treadmills
2.	Treadmill #2 Cybex 770T	as of 3/7/24	6,160	26,025	estimated
3.	Treadmill #3 Cybex 770T	as of 3/7/24	3,849	15,576	useful life
4.	Treadmill #4 Cybex 770T	as of 3/7/24	6,373	26,262	expectancy
5.	Treadmill #5 Cybex 770T	as of 3/7/24	7,887	31,818	5 yrs or 30,000 miles

6.	Expresso Bike	HDU00025173	4/3/24	1,051	12,189	Ex Bikes
7.	Expresso Bike	HDU00025174	4/3/24	927	10,682	5 years
8.	Elliptical (left)		4/5/24	3,109		Ellipticals
9.	Elliptical					5 years
10.	Elliptical (right)		4/5/24	1,955		
11.	ARC Trainer					
12.	ARC Trainer					5 years
13.	Recumbent Bike (left)		4/5/24	3,219		Recumbent bikes
14.	Recumbent Bike (right)		4/5/24	2,499		5 years
15.	Step Climber					Step Climber 5 years
16.	Upright Bike		4/5/24	2,607		Upright bike 5 years
17.	Resistance Rower (hours are not recorded)					Rower 10 years

Strength

18. Smith machine
19. VR1 leg press
20. VR1 dip chin
21. VR1 lat pull
22. VR1 Fly/Rear Delt
23. Cybex FT 325
24. Cybex FT 325

***This list does not include a leg curl or a decline bench.**

Free weights muscle building

25. Hoist 4-sided multi-jungle or torque station
26. Rack of dumb bells 5 lbs. to 75 lbs.
27. Rack of dumb bells 5 lbs. to 75 lbs.
28. Rack of dumb bells 5 lbs. to 75 lbs.
29. Rack of bar bells
30. Rack of bar bells

The **strength equipment** has a 10 year plus life expectancy. Required repairs have been nil. This equipment has fewer moving parts compared to the cardio equipment and is fully functional. However, any preventative maintenance and/or cleaning agreement must include this strength equipment.

Free weights do not wear out. Again, this equipment needs to be part of any cleaning (not maintenance agreement. There is a question about the center “torque station”. It is 14’ by 19’ and takes up a lot of space. It has been recommended that we remove all or a portion of the torque station and reconfigure the equipment into workout zones.

Cardio equipment We recommend that for 2024-2025 budget and planning purposes the focus be on our cardio equipment.

What equipment is broken?

We have 3 treadmills that do not provide pulse rate.

We have 1 treadmill that does not elevate.

EQUIPMENT PRICE QUOTES Prices are increasing at 5-7% every year.

Vendor	LIV Unlimited	Advantage	Strength Depot
Cardio equipment	LifeFitness	Precor	True Fitness
5 treadmills	\$51,000	\$39,975	\$39,750
3 Ellipticals	\$22,440	\$26,985	\$20,700
2 ARC Trainer	\$18,496	\$17,990	
2 Recumbent Bikes	\$11,696	\$ 9,190	\$ 7,500
1 Step Climber	\$ 9,302	\$ 5,995	\$ 7,400
1 Upright Bike	\$ 5,440	\$ 4,295	\$ 3,100

LifeFitness

2 Espresso bikes (what we have now) \$18,290

Incl 3 yr. user subscription

Precor

2 Peloton V1 bikes not the same quality \$ 4,595

Incl unlimited user subscription

Cost of 16 new pieces of cardio * \$136,664* \$109,025*

The difference in pricing between LifeFitness and Precor is the treadmills and bikes. The quoted Peloton bikes are lower quality compared to Espresso.

Additional charges for shipping, delivery, and installation **are approximately \$10,000.**

*Preventative maintenance agreements to maintain warranties and extended warranties will vary depending on monthly vs quarterly maintenance.

LifeFitness is the #1 provider of fitness equipment in North America and best known for commercial fitness centers. 75% of this LifeFitness representative’s business are First Residential clients. This relationship could serve to our advantage. Also, she is equally a consultant and a sales rep. and has been very helpful in this process.

Lease vs Purchase and Financing

A **Lease Agreement** means that we would pay a fixed monthly charge for five years. a total of 60 months. At the end of 60 months there is a \$1.00 buyout, and we own the equipment. Terms are first and last month’s payment are required up front prior to ordering and installation. For leasing we are required to provide insurance on the equipment naming the lease company as Named Insured. A lease agreement has been quoted at **9.5%** interest. This adds tens of thousands of dollars to what we would pay. Owning the equipment after the lease period means we become financially responsible for maintenance and repairs when the equipment is in its’ last year(s).

A **Fair Market Value Purchase (FMV) agreement** We buy the equipment; 50% down to place the equipment order and 50% due at delivery. All money up front. We need to get financing to

support the purchase. At the end of five years, we do not own the equipment. The company picks up the equipment and gives us a check for the resale value for the five-year-old equipment, 10% to 15% of the original purchase price. The money from the resale can be applied against the cost of new equipment. Representatives have presented estimates to make monthly “purchase” payments at an interest rate that also adds tens of thousands of dollars to our cost. A good feature of FMV is the resale credit. We do not have to worry about the cost of removing the equipment. We do have to plan ahead and order new equipment in advance of the five years to avoid a gap.

Information This is what we have been told by the professionals.

- Quality of equipment decreases with time. Technology is advancing at a rapid pace. Espresso bikes at an even faster rate.
- As equipment ages, manufacturers stop making the parts. Cybex is out-of-business. Parts are no longer made. Older equipment parts are hard to find and are getting more and more expensive.
- If you are going to replace equipment, do not replace it haphazardly. This means if you are replacing one Espresso bike, replace them both. If you are replacing one treadmill, replace them all together. Having one or two older treadmills and 3 or 4 new models “looks cheap”.
- It is best to get on a planned cycle for replacing equipment with preventative maintenance and cleaning agreement in place. It is not possible to estimate the cost of repairs on older this equipment.

SHEARWATER AT TROUTCREEK – CARDIO FITNESS 2024-2025

NARRATIVE

★ *Fitness equipment proposed is in keeping with a best-in class facility.*

- *Best Brands*
- *Quality Equipment with long lifespan*
- *Selected to complement existing equipment*
- *Entertainment includes Touchscreen Consoles with Streaming content and Virtual Platforms (Instructors, Scenery)*

OVERVIEW

CARDIO EQUIPMENT

Heartline Fitness/LIV UnLtd has access to most major cardio brands: LifeFitness, StarTrac, Stairmaster, Schwinn, True, FreeMotion, Octane, SciFit...as well as budget brands like, Spirit, and BodyCraft. Additionally, all the major brands have tiers of cardio. (Equate to Ford SUVs – Escape, Edge, Expedition, Excursion). We are offering top-tier cardio that you would see in any full-commercial gym. This ensures peak performance and longevity. And quality comes with a higher price tag.

LIFEFITNESS. Your community has been well-served by the Cybex brand of Cardio. LifeFitness acquired Cybex in 2016 and integrated the best of Cybex into the LifeFitness product lines. This is why we are recommending the LifeFitness line of cardio for most cardio updates. The **INTEGRITY +** line of cardio was introduced in 2023. This is what we've quoted.

Treadmills. Video says it best: [Life Fitness Integrity+ Cardio \(youtube.com\)](https://www.youtube.com/watch?v=...)

Ellipticals: Since your facility has Cybex Arc Trainers, I've proposed that at least one of the ellipticals comes from the ARC Trainer product line. Ellipticals can be "fixed stride", meaning the machine dictates the stride length, or "adjustable stride", meaning the user decides what type of stride to take. The ARC Trainer has an adjustable stride so users can "walk", "jog", or "run". Some ellipticals, like Octane have an option for "stepping" too.

Bikes. Both the upright bike and recumbent bikes are from the LifeFitness line.

Consoles. The Integrity + Line has an option for either a 24" or 16" Touchscreen console. We have proposed a 24" console on the treadmills and a 16" on all other cardio. The smaller console will save approximately \$1,000 per unit.

Comment: It is important to note that new cardio is becoming available in Q3 and Q4 of 2024. For example, LifeFitness is launching the **SYMBIO Cardio line**. This high-end cardio line would also be a great fit for your community. Octane ellipticals also have a completely redesigned console. We have been through the product trainings and have seen the products but do not have any costs or spec sheets yet. May be worth considering as we get closer to purchase.

STAIRMASTER. There are many brands of Step Mill, but just like *Band-aid* and *Kleenex*, most refer to any stepmill as a Stairmaster. Stairmaster has been the king of stepping for over 40 years. In 2022, they reinvented their stepmill to make it even more reliable. We quoted the 8G with a 16" touchscreen console. You currently have an older Stairmaster with a 10" touchscreen console. The larger console – though more expensive – provides a better user experience.

Open Hub Technology | WiFi Streaming | On-demand Fitness Programs | Scenic Views | Mirror any Smartphone

[\(1\) OpenHub Cardio Console - YouTube](#)

VIRTUAL CARDIO EQUIPMENT

EXPRSSO BIKES. The company was purchased by a company named Blue Goji, This is a software company. They have added many features to the console. The bike frame has also shrunk, providing a sleeker look and feel. Since residents are accustomed to this bike, I see no reason to change.

VIRTUAL ROWER. Again, there are many virtual rowers (Echelon, Aviron, Hydrow) but we've had the most support from Echelon. It is a durable rower with many virtual options from entertainment to motivating instructors. An annual subscription is necessary. We provided a 3-year subscription because that automatically extends the warranty from a 2/1 parts and labor warranty to 3/2...and lowers the annual cost of the subscription by \$100/year. Win/Win!

IMPORTANT TO NOTE: There are a few companies that have virtual content but no annual subscription. Equipment usually is more expensive, but the cost of ownership is at a break-even point somewhere in year 3 or 4. We can provide details if necessary.

PRODUCT DELIVERABLES

Product lead times at the end of the year can increase lead times due to a surge in product requests. October orders have shorter lead times than late November.

Brand	Current Lead Times
LifeFitness Cardio	6-10 Weeks
Expresso	2-4 Weeks
Stairmaster	2-4 Weeks
Echelon	Available immediately

PRICING

Because Heartline Fitness – now LIV UnLtd – is the largest dealer network in North America, we have the best available pricing of any dealer. We work with most of the major manufacturers and service every make and model.

All items on the quote are listed as MSRP. A single line-item discount is provided at the bottom of the quote. No one ever should pay MSRP.

Additionally, FirstService Residential is one of our key accounts. You will notice an additional discount calculated for properties managed by FSR. **When comparing apples to apples – exact same equipment line/make/model – we cannot be beat!**

IMPORTANT TO NOTE: We can remove and dispose of the existing cardio. There is no re-sale value for equipment that is 8+ years old. Part availability is limited, and repairs can be expensive. We may be able to donate to a not-for-profit entity, but Heartline/LIV has no market for older equipment. ***We suggest that you do not try to sell the equipment on your own. You can consult with your attorney, but since your company is not in business providing fitness equipment, there may be some liability if something goes wrong with the equipment. Factor in removal of equipment and any damage that can be caused by inexperienced movers, and it is not worth the cost/savings.***

LEASING

BENEFITS: Leasing can conserve cash, preserve credit and can improve cash flows. If you lease, you pay only the monthly lease payments out of pocket and still get to deduct the full purchase price on your taxes with a Section 179 election. (See more details in equipment proposal.)

There are two main options for equipment leasing: **\$1 Buyout** and **Fair Market Value (FMV)**

\$1 Buyout: At the end of the lease term, you pay the leasing company \$1 and then you own the equipment.

FMV: At the end of the lease term, the leasing company will remove the equipment and pay you a fair market value for the equipment. (Usually 10-15% of the purchase price.)

RATIONALE: The \$1 Buyout is common when purchasing STRENGTH equipment because the lifespan of strength can be 10-years or longer. Cardio is often turned over every 5 years due to advances in technology, excessive wear and tear, or increased costs associated with repairs.

TERMS: Common terms are 24-, 36-, 48-, or 60-months. There is NO PREPAYMENT PENALTY if you'd like to pay off the equipment earlier than the original agreed-upon lease duration. All terms are quoted in the equipment proposal.

IMPORTANT TO NOTE: Leasing equipment does not eliminate the need for regular preventive maintenance. This is the responsibility of the party leasing the equipment. Not all leasing companies will include the costs of PM into the lease, but we can offer that.

WARRANTY

All cardio proposed comes with a 3/3 Parts and Labor Warranty. You can reach out to the service team at LIV via an online portal, through our mobile app, or via telephone.

EXTENDED WARRANTY. If you'd like 100% warranty coverage for the duration of the lease, the cost would be \$7,365 to bring warranty to a full 5/5 parts and labor. Therefore, no unexpected costs would be incurred for five years.

CONTACT INFORMATION

Kelly Spivey

Mobile: 813-410-4413

KSpivey@LIVUnLtd.com

www.LIVUnLtd.com

Continue reading for Equipment Layout and Move:

FITNESS ZONES

Based on conversations with team members, volunteers, and several walkthroughs, the Fitness Center layout could be improved with a few simple changes.



There are currently two zones for cardio machines. Current cardio placement is along the windows. This is the most common placement so cardio users can look outside. Since all cardio proposed has entertainment options, most users will likely be distracted by the content found on the touchscreen vs. what is outside.

Moving the “tennis court cardio” to the poolside area of the fitness center, may provide a view of the pool, but users mostly have the first row of cardio in their immediate line of site. Direct line of site to outdoors is typically preferred.

OUTLETS. There are floor receptacles that may allow for containing all cardio to one section of the gym, but that is TBD based on type of receptacle. For example, every treadmill needs a dedicated 20AMP, NEMA receptacle. This means that treadmills cannot share a circuit. If cardio is moved to create two rows, we would have to evaluate the power situation. It has already been confirmed that a second row would not impede traffic flow and there is ample room behind each treadmill for the recommended **4' safety zone**. To be determined based on community input...



The current placement of the freeweights is a bit random. This is one area where we can consolidate. Dumbbells, barbells, benches and racks can be assembled in close proximity, taking full advantage of the mirrors. We would also eliminate any freeweights in walkways. This will increase safety and ease of use.



STRENGTH/SELECTORIZED ZONE

All Cybex circuit machines are bolted to the floor. To rearrange the machines, we would have to unbolt each machine, patch the floor, and re-bolt equipment in the new location. NOTE: In Florida, machines are not required to be bolted; that is a California law. Bolting does prevent machines from shifting, as is common.

The current layout is good, and we could easily make room for one additional strength piece (Leg Extension/Leg Curl).



FUNCTIONAL ZONE

The current functional training zone, centered around the Torque multi-jungle provides sufficient storage for accessories as well as a variety of training areas for multiple residents to utilize. Given that functional training is on the rise and continues to be among the topmost popular fitness trends, this area will continue to be relevant. Additional storage shelves could be added or changed around depending on usage. Removing one to two sections may compromise the integrity of the entire apparatus. We can evaluate fully if there is consensus to lessen this space. At the very least, accessories should be updated for safety and aesthetic reasons.

To create more room on the fitness floor, one of the Cybex Dual Adjustable Pulleys can fit into one of the corners of the unit. This will open up about 60 square feet of usable space; 120 square feet if we move both. We could add a stretch bench and maybe a small, elevated mat table for those who want a dedicated stretching area. OR.....



STRETCH/RECOVERY ZONE

Given the fact that the Fitness Room floor is full, and the group exercise room has a light schedule, anyone who wants to stretch/recover can do so in the group fitness room. It is out of the way of swinging kettlebells and noisy treadmills. It is strongly recommended to purchase new exercise mats (as the existing ones are "chewed up"). Stability balls should also be replaced, per recommendations of a 1- to 2-year replacement plan.

ASSOCIATED COSTS: New Layout + Equipment Move

To provide a new layout and the manpower to move around the equipment, add \$1,200 to the equipment package. If no new equipment is purchased, the cost will be \$2300.

PHASED PURCHASE

Bud: *“We are looking at a 3-year plan vs a 5-year plan for purchase and replace vs lease.”*

Purchasing: Costs of fitness equipment and associated services have had a steady rise of 5-10% per year. Therefore, this proposed equipment package may cost an additional \$7,500 to \$15,000 next year.

Equipment depreciation according to the IRS can take up to 7 seven years. The reality is that equipment resale prices drop quickly. Most equipment is purchased through a re-seller who has to 1) extract from facility; 2) transport equipment; 3) store until a buyer comes along.

Years Old	Value*
1 Year	40-50%
2 Years	35-45%
3 Years	30-35%
4 Years	20-30%
5 Years	10-20%

*Value based on equipment brand and quality, regular maintenance and upkeep, technology, and availability of parts.

Bud: *“In order to have a complete picture of our monthly, quarterly and annual costs, we need the purchase quote to breakout and include a maintenance agreement to support a 3 year and a 5 year turnover / replacement plan”.*

Calculations:

- Each item on quote is MSRP
- Product Discount plus FSR discount is 32% = Cost for each item, estimated.
- Lease calculations are based on good credit, and rate of approximately 9.5%.
- 3-year turnover of cardio equipment is a bit premature. 60-months is ideal.

Replacement of equipment in 2030 would be close to \$208,342 based on an average equipment increase of 7% per year. That is how much you'd need in capital reserves if you opted to purchase vs. lease next go-around.

PROPOSAL

Kelly Spivey | Amenity Specialist



LIVunLtd



INTEGRITY+SE4 TREADMILL



EXPERIENCE PREMIUM CARDIO

Combines eye catching design with immersive experiences provided by the vivid Discover SE4 console.



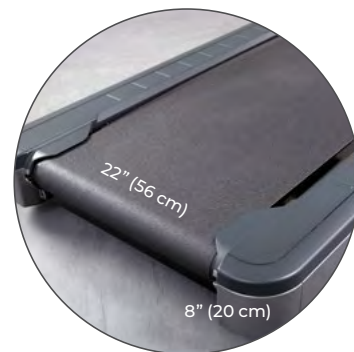
CONSOLE INNOVATION

The vivid Discover SE4 Console has a large 24" screen (16" also available) that offers an incredibly immersive workout experience and access to hundreds of workouts through Life Fitness™ On Demand+.



FLEX DECK SHOCK ABSORPTION SYSTEM

Reduces knee and joint stress by up to 30% more than non-cushioned surfaces. Eight incredibly durable Lifespring™ shock absorbers deliver consistent cushioning.



ROOM TO RUN

A low step-up height of just 8" (20 cm) and a wide running surface of 22" (56 cm) is inviting to both experienced runners and new exercisers.

Life Fitness

INTEGRITY+SE4 TREADMILL

CONSOLE OPTIONS

Choose from the immersive experiences provided by the Discover SE4 Console (available in 24" and 16" sizes) or the get-on-and-go functionality of the SL Console.



DISCOVER SE4 CONSOLE



SL CONSOLE

SPECIFICATIONS

BASE FEATURES	
DX3™ Belt and Deck System (belt tracking system)	•
FlexDeck® 2.0 Shock Absorption System (8 Lifespring shock absorbers)	•
Speed Range	0.5 - 14 mph (0.8 - 23 kph)
Rollers: 3.5" (9 cm) precision crowned steel rollers, front and back	•
Incline	0-15%
Motor System: 4-HP AC Continuous Duty (8-HP Peak Duty) Motor. Motor efficiency rated IE2 at 2-HP	•
Side handrails	24" (61 cm)
Removable locking cup holders	2
Integrated accessory tray	•
Remote speed and incline controls	•
FRAME	
Cast aluminum lower side rails and end caps	•
Front wheels for easy mobility	•
Stride Sensor	•
Adjustment levelers for product stability	•
Quick-release removable shroud for simple serviceability	•
Robust paint (corrosion, stain, and chemical resistant coating)	•
Arctic Silver, Titanium Storm, Diamond White, Matte Black, and Black Onyx Frames	•
Optional service wheel for routine maintenance and ease of mobility	•

TECHNICAL SPECIFICATIONS	
Running surface	22 x 60" (56 x 152 cm)
Step-up height	8" (20 cm)
Max user weight	400 lbs (181 kg)
Length	82" (209 cm)
Width	36" (92 cm)
Height	56" (142 cm)
Unit weight	434 lbs (197 kg)
POWER REQUIREMENTS	
120V, 20A or 230V, 10A (varies by country) outlet	•
Japan: 100V, 20A or 200v, 10A outlet	•
WARRANTY*	
Parts and Labor	3 Years

* Visit [LifeFitness.com/warranties](https://www.lifefitness.com/warranties) for full warranty details.

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INTEGRITY + SE4 ELLIPTICAL



EXPERIENCE PREMIUM CARDIO

Combines eye catching design, an extremely natural feeling, and immersive experiences provided by the vivid Discover SE4 console.



CONSOLE INNOVATION

The vivid Discover SE4 Console has a large 24" screen (16" also available) that offers an incredibly immersive workout experience and access to hundreds of workouts through Life Fitness™ On Demand+.



NATURAL STRIDE

The 20" (50.8 cm) stride has a smooth and fluid motion developed from years of research. A large area of knee clearance makes it comfortable for tall exercisers.



OVERSIZED FLEX FORM PEDALS

The large 15" (38 cm) Flex Form™ crowned pedal helps reduce numb foot. The non-slip pedal surface is easy to clean (available on Deluxe Base only).

Life Fitness

INTEGRITY+ SE4 ELLIPTICAL

CONSOLE OPTIONS

Choose from the immersive experiences provided by the Discover SE4 Console (available in 24" and 16" sizes) or the get-on-and-go functionality of the SL Console.



DISCOVER SE4 CONSOLE



SL CONSOLE

SPECIFICATIONS

BASE FEATURES		TECHNICAL SPECIFICATIONS	
20" (50.8 cm) ergonomic fixed stride	•	Max user weight	400 lbs (181 kg)
Multigrip handles with remote resistance controls	•	Length	86" (218 cm)
Resistance levels	0-25	Width	29" (73 cm)
Oversized 15" (38 cm) FlexForm™ pedals	•	Height	64" (163 cm)
Removable locking cup holders	1	Unit weight	301 lbs (137 kg)
Low step-up height	•	POWER REQUIREMENTS	
FRAME		Self-powered (SL console only)	•
Generator drive system	•	120V, 20A or 230V, 10A (varies by country) outlet	•
Rear wheels for easy mobility	•	Japan: 100V, 20A or 200v, 10A outlet	•
Stride Sensor	•	WARRANTY*	
Adjustment levelers for product stability	•	Parts and Labor	3 Years
Quick-release removable shroud for simple serviceability	•	* Visit LifeFitness.com/warranties for full warranty details.	
Robust paint (corrosion, stain, and chemical resistant coating)	•		
Arctic Silver, Titanium Storm, Diamond White, Matte Black, and Black Onyx Frames	•		

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ARC TRAINER

EFFECTIVE AND VERSATILE CARDIO TRAINER

The Arc Trainer is an alternative-motion cross-trainer that provides a low-impact training solution for users ranging from rehabilitation clients and deconditioned members up to professional athletes. Up to 1200 watts of available power allows the Arc Trainer to be used for strength and power training, expanding its use from just cardio workouts. It provides all of this with less knee stress than walking.



UNIQUE POWER WORKOUTS

Constant Power allows users to maintain a consistent effort level without worrying about their speed.

Adaptive Power allows for easy interval or power training simply by moving faster or slower. Resistance scales with speed.



BACKED BY SCIENCE

An arc motion engages the glutes and hamstrings, very similar to running. Research also shows the Arc to be gentler on the joints than walking, while providing more calorie burn than similar machines.



CONSOLE INNOVATION

The vivid Discover SE4 Console has a large 24" screen (16" also available) that offers an incredibly immersive workout experience and access to hundreds of workouts through Life Fitness™ On Demand+.

LifeFitness

ARC TRAINER

CONSOLE OPTIONS

Choose from the immersive experiences provided by the Discover SE4 Console (available in 24" and 16" sizes) or the get-on-and-go functionality of the SL Console.



DISCOVER SE4 CONSOLE



SL CONSOLE

SPECIFICATIONS

CONFIGURATIONS



Moving arms with curved multigrip handles provide a total body workout and added versatility.



Stationary arms let exercisers focus on power, intense interval training and high calorie burn.

BASE FEATURES

Resistance range	Up to 1200 Watts at 180 SPM (100 resistance levels)
Incline levels	0-21
Stride length	24" (61 cm)
Curved multigrip handlebars with remote resistance and incline buttons	•
Cruiser grips	•
Remote heart rate	•
Robust paint	Corrosion, stain, and chemical resistant coating
Frame colors	Arctic Silver, Black Onyx, Diamond White, Titanium Storm, Matte Black

ENTERTAINMENT FEATURES

Attachable TV Available for SL Console

USER FEATURES

Adjustable user options	Resistance, Body Weight, Incline, Strides Per Minute (SPM), Hand and body position
Incline level (muscles activated)	0-6 (calves, glutes, hamstring) 7-14 (calves, glutes, hamstring and quads) 15-21 (quads)
Heart rate monitoring	Integrated heart rate monitoring on contact handles

TECHNICAL SPECIFICATIONS

	TOTAL BODY CONFIGURATION	LOWER BODY CONFIGURATION
Max user weight	400 lbs (181 kg)	
Length	76.5" (194 cm)	
Width	36.25" (93 cm)	33" (83 cm)
Height	62.5" (159 cm)	
Unit weight	412 lbs (187 kg)	

POWER REQUIREMENTS

Power	SL console is self powered, SE4 available in standard AC voltages, optional AC adapter for full time display
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WARRANTY*

Parts and Labor	3 Years
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* Visit [LifeFitness.com/warranties](https://www.lifefitness.com/warranties) for full warranty details.

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INTEGRITY+SE4 RECUMBENT EXERCISE BIKE



BIKE WITH CLASS

Ergonomic grips, pedals and handles combined with the immersive experiences provided by the vivid Discover SE4 console make the Lifecycle® upright an enjoyable ride.



CONSOLE INNOVATION

The vivid Discover SE4 Console has a large 24" screen (16" also available) that offers an incredibly immersive workout experience and access to hundreds of workouts through Life Fitness™ On Demand+.



A COMFORTABLE RIDE

Seat includes a back rest, lumbar support, and a wraparound adjustment lever for easy positioning. Resistance controls on side handles make in-workout adjustments easy.



GET-ON-AND-GO ACCESSIBILITY

Step-through design and front assist handle allow for easy entry and exit. Wide, self-leveling pedals with simple buckle straps allow exercisers to get started quickly.

Life Fitness

INTEGRITY+ SE4 RECUMBENT EXERCISE BIKE

CONSOLE OPTIONS

Choose from the immersive experiences provided by the Discover SE4 Console (available in 24" and 16" sizes) or the get-on-and-go functionality of the SL Console.



DISCOVER SE4 CONSOLE



SL CONSOLE

SPECIFICATIONS

BASE FEATURES	
Step-through design	•
Front assist handle for easy entry and exit	•
Remote resistance controls	•
Easy adjust pedal straps	•
Self-leveling Wide Ride™ pedals	•
Comfort Curve™ seat with lumbar support	•
Wrap-around seat adjustment lever	•
Fine-tuned seat adjustment positions	38
Resistance levels	0-25
Maximum resistance (Watts)	900+
Removable locking cup holders	2
Integrated accessory tray	•
FRAME	
Generator Drive System	•
Front wheels for easy mobility	•
Adjustment levelers for product stability	•
Quick-release removable shroud for simple serviceability	•
FRAME	
Robust paint (corrosion, stain, and chemical resistant coating)	•
Arctic Silver, Titanium Storm, Diamond White, Matte Black, and Black Onyx Frames	•

TECHNICAL SPECIFICATIONS	
Max user weight	400 lbs (181 kg)
Length	67" (179 cm)
Width	51.5" (131 cm)
Height	54.5" (138 cm)
Unit weight	215 lbs (97.5 kg)
POWER REQUIREMENTS	
Self-powered (SL Console only)	•
Auto Start: Brings power to console when user begins pedaling	•
120V, 20A or 230V, 10A (varies by country) outlet	Required for Attachable TV and Discover Consoles
Japan: 100V, 20A or 200V, 10A outlet	Required for Attachable TV and Discover Consoles
WARRANTY*	
Parts and Labor	3 Years
* Visit LifeFitness.com/warranties for full warranty details.	

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INTEGRITY+SE4 UPRIGHT EXERCISE BIKE



BIKE WITH CLASS

Ergonomic grips, pedals and handles combined with the immersive experiences provided by the vivid Discover SE4 console make the Lifecycle® upright an enjoyable ride.



CONSOLE INNOVATION

The vivid Discover SE4 Console has a large 24" screen (16" also available) that offers an incredibly immersive workout experience and access to hundreds of workouts through Life Fitness™ On Demand+.



A COMFORTABLE RIDE

Easy adjustment for a fine-tuned and ergonomically sound seat position. Wide, self-leveling pedals with simple buckle straps allow exercisers to get on and go.



ERGONOMIC RACING HANDLEBARS

Handlebars are designed to offer cruising, hybrid and race positions. The deluxe base offers integrated resistance controls, to make in-workout changes easy, and elbow pads for added comfort.

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INTEGRITY PRO+SE4 UPRIGHT EXERCISE BIKE

CONSOLE OPTIONS

Choose from the immersive experiences provided by the Discover SE4 Console (available in 24" and 16" sizes) or the get-on-and-go functionality of the SL Console.



DISCOVER SE4 CONSOLE



SL CONSOLE

SPECIFICATIONS

BASE FEATURES		TECHNICAL SPECIFICATIONS	
Deluxe racing handlebars (ergonomic design with elbow support)	•	Max user weight	400 lbs (181 kg)
Remote resistance controls	•	Length	41.5" (105 cm)
Easy adjust pedal straps	•	Width	24.5" (62 cm)
Self-leveling Wide Ride™ pedals	•	Height	54.5" (138 cm)
Improved Comfort Curve™ seat	•	Unit weight	169 lbs (76.5 kg)
Height position adjustment (easy to reach lever while on or off the product)	•	POWER REQUIREMENTS	
Fine-tuned seat adjustment positions	38	Self-powered (SL Console only)	•
Resistance levels	0-25	Auto Start: Brings power to console when user begins pedaling	•
Maximum resistance (Watts)	900+	120V, 20A or 230V, 10A (varies by country) outlet	Required for Attachable TV and Discover Consoles
Removable locking cup holders	2	Japan: 100V, 20A or 200V, 10A outlet	Required for Attachable TV and Discover Consoles
Integrated accessory tray	•	WARRANTY*	
FRAME		Parts and Labor	3 Years
Generator Drive System	•	* Visit LifeFitness.com/warranties for full warranty details.	
Front wheels for easy mobility	•		
Adjustment levelers for product stability	•		
Quick-release removable shroud for simple serviceability	•		
FRAME			
Robust paint (corrosion, stain, and chemical resistant coating)	•		
Arctic Silver, Titanium Storm, Diamond White, Matte Black, and Black Onyx Frames	•		

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THE ALL NEW 2022 STAIRMASTER 8Gx

Introducing the all new StairMaster 8Gx! This powerhouse product provides a superior combination of cardio and strength training with features like a deeper, wider step surface, durable, rust free polypropylene construction, ergonomic handrails to support multiple climbing positions and an all new drive train that delivers smooth, quiet performance. Its combination of quality and innovation delivers a workout that's quite literally a step up compared to everything else in the gym.



DEVICE CONNECTIVITY

OpenHub LCD and 15" Embedded consoles connect directly with Apple Watch and Samsung Galaxy Watch for real-time data sharing between the equipment and watch using NFC technology to allow a simple tap to pair connection.



PRODUCT DESIGN FEATURES

Available with a variety of OpenHub console options, step-up assist for easy mount or dismount, and a redesigned handrail system that supports multiple climbing positions and includes integrated speed and stop controls for a better user experience. Additionally, the service panel removes with 4 fasteners, allowing for easy access to drive train and electronics.



8Gx

BASE FEATURES

STEP SURFACE	10in (25 cm) Deep x 22in (56cm) Width
STEP HEIGHT	8in (20cm)
STEP RATE	25 Levels ranging from 24-190 steps per minute
STEP UP HEIGHT	9in (23cm)
RECOMMENDED CEILING HEIGHT	10' (305cm)
HEART RATE MEASUREMENT SYSTEM	Telemetry and contact HR (Bluetooth with embedded display)
CONTROLS	New handrail design features integrated speed and elevation controls, stop button and contact heart rate grips
DISPLAY	Choose from LCD, 10" or 15" OpenHub display options
ACCESSORIES	Multiple bottle and accessory holders, LCD and 10" displays pre-wired for 8 Series PVS entertainment, 800/900MHz receivers, and tablet holder
MAX USER WEIGHT	400lb (181kg)
DRIVE SYSTEM	Generator
ELECTRICAL REQUIREMENTS	12 V/5 Amp power supply
ADDITIONAL FEATURES	Landmark Challenge

FRAME

MATERIAL	Powder Coated Steel Frame
CUSTOMIZABLE	Paint color options approval required
STANDARD COLOR OPTIONS	Matte Black (-60)
LENGTH	58in (147cm)
WIDTH	34in (86cm)
HEIGHT	80in (203cm)
PRODUCT WEIGHT	498lbs (226kg)
SHIPPING DIMENSIONS	52in x 38in x 50in (133cm x 96cm x 128cm)
SHIPPING WEIGHT	597lbs (271kg)

ADDITIONAL SKUS

9-5345-8Gx-LCD-60BLK

9-5345-8Gx-10-60BLK

9-5345-8Gx-15-ATSC-60BLK

9-5345-8Gx-15-PAL-60BLK



CONSOLES

DISPLAY	15" StairMaster	LCD	10"
DISPLAY TYPE	Capacitive Touchscreen	Static LCD	Resistive Touchscreen
MULTI-LANGUAGE OPTIONS	English, German, Spanish, Dutch, Portuguese, French, Italian, Swedish, Russian, Finnish, Danish, Chinese, Japanese, Turkish, Polish, Russian, Hebrew, Czech, Slovak	English, German, Spanish, Dutch, Portuguese, French, Italian, Swedish, Katakana, Russian, Finnish	English, German, Spanish, Dutch, Portuguese, French, Swedish
PRE-PROGRAMMABLE WORK OUTS	Yes, 16+	Yes, 14+	Yes, 11+
QUICK START OPTIONS	Yes, single button start options	Yes, single button start options	Yes, single button start options
TV TUNER ENABLED	Yes (Global tuner options)	No	No
ETHERNET AND WIFI ENABLED	Yes	No	No
BLUETOOTH DATA TRACKING/APP CONNECTIVITY	Yes	Yes	Yes
BLUETOOTH HEADPHONES	Yes	No	No
BLUETOOTH HEART RATE	Yes	No	No
APPLE GYMKIT/SAMSUNG GALAXY WATCH CONNECTIVITY	Yes	Yes	No
ADVAGYM COMPATIBLE	Yes	Yes	Yes
RUNTV INTEGRATED WORKOUT VIDEOS	Yes	No	No
EGYM COMPATIBLE	Yes	No	No
INTEGRATED WEB-BASED APPS	Yes	No	No
CUSTOMIZABLE HOME SCREEN	Yes	No	No
HDMI STREAMING	Yes; cables not included	Yes, HDMI streaming available with PVS option; cables not included	Yes, HDMI streaming available with PVS option; cables not included
USB	USB port for software updates and device charging; cables not included	USB port for software updates and device charging; cables not included	USB port for software updates and device charging; cables not included
RFID	Optional	No	No
IPTV/SET TOP BOX COMPATIBLE	Yes, add-on accessories required	Yes, with PVS	Yes, with PVS
ANT+ FOR GROUP DISPLAY	Yes	Yes	Yes
PERSONAL FAN	Yes, programmable auto start	Yes, programmable auto start	Yes, programmable auto start
ASSET MANAGEMENT	Ecofit Optional	Ecofit Optional	Ecofit Optional
TABLET HOLDER	Integrated front	Integrated front, optional top add-on	Integrated front, optional top add-on
PVS	No	Optional	Optional
800/900 MHZ RECEIVER	No	Optional	Optional



PVS FEATURES

PVS	10/8/4 Series
DISPLAY TYPE	15.6" HD LED
RESOLUTION	1366 x 768
TUNER OPTIONS	"1) ATSC/NTSC/QAM 2) PAL/DVB-T/DVB-C"
DIGITAL AND ANALOG SUPPORT	Yes
SIGNAL INPUTS	Coax, HDMI
INPUT RF SIGNAL RANGE	-70 dBm(Min) ~ - 10 dBm(Max)
CLOSE CAPTION	Yes
HEADPHONE JACK	3.5mm on Display

SKUS

- 700-0386-13: SILVER MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/SILVER TR MOUNT
- 700-0386-16: BLACK MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/QS TR MOUNT
- 700-0386-20: BLACK MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/SILVER TR MOUNT
- 700-0387-13: SILVER MYE PVS SCREEN, 2016, PAL TUNER w/SILVER TR MOUNT
- 700-0387-16: BLACK MYE PVS SCREEN, 2016, PAL TUNER w/QS TR MOUNT
- 700-0387-20: BLACK MYE PVS SCREEN, 2016, PAL TUNER w/SILVER TR MOUNT
- 700-0388-13: SILVER MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/SILVER TH MOUNT
- 700-0388-16: BLACK MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/QS TH MOUNT
- 700-0388-20: BLACK MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/SILVER TH MOUNT
- 700-0389-13: SILVER MYE PVS SCREEN, 2016, PAL TUNER w/SILVER TH MOUNT
- 700-0389-16: BLACK MYE PVS SCREEN, 2016, PAL TUNER w/QS TH MOUNT
- 700-0389-20: BLACK MYE PVS SCREEN, 2016, PAL TUNER w/SILVER TH MOUNT
- 700-0390-13: SILVER MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/SILVER BCG MOUNT
- 700-0390-16: BLACK MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/QS BCG MOUNT
- 700-0390-20: BLACK MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/SILVER BCG MOUNT
- 700-0391-13: SILVER MYE PVS SCREEN, 2016, PAL TUNER w/SILVER BCG MOUNT
- 700-0391-16: BLACK MYE PVS SCREEN, 2016, PAL TUNER w/QS BCG MOUNT
- 700-0391-20: BLACK MYE PVS SCREEN, 2016, PAL TUNER w/SILVER BCG MOUNT
- 700-0392-13: SILVER MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/SILVER FC MOUNT
- 700-0392-16: BLACK MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/QS FC MOUNT
- 700-0392-20: BLACK MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/SILVER FC MOUNT
- 700-0393-13: SILVER MYE PVS SCREEN, 2016, PAL TUNER w/SILVER FC MOUNT
- 700-0393-16: BLACK MYE PVS SCREEN, 2016, PAL TUNER w/QS FC MOUNT
- 700-0393-20: BLACK MYE PVS SCREEN, 2016, PAL TUNER w/SILVER FC MOUNT
- 700-0489-20 BLACK PVS, PAL TUNER w/ 4-TR MOUNT
- 700-0489-74 PVS, PAL TUNER w/ 4-TR MOUNT
- 700-0490-20 BLACK PVS, ATSC/NTSC TUNER w/ 4-TR MOUNT
- 700-0490-74 PVS, ATSC/NTSC TUNER w/ 4-TR MOUNT
- 700-0491-20 BLACK PVS, PAL TUNER w/ 4-CT/UB/RB MOUNT
- 700-0491-74 PVS, PAL TUNER w/ 4-CT/UB/RB MOUNT
- 700-0492-20 BLACK PVS, ATSC/NTSC TUNER w/ 4-CT/UB/RB MOUNT
- 700-0492-74 PVS, ATSC/NTSC TUNER w/ 4-CT/UB/RB MOUNT
- 700-0496-16: BLACK MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/QS 10TR MOUNT
- 700-0500-16: BLACK MYE PVS SCREEN, 2016, PAL TUNER w/QS 10TR MOUNT

Core Health & Fitness is more than gym equipment, we offer innovative solutions for all your facility needs. This is why we've brought together five of the most recognizable fitness brands to ensure our customers can offer their members authentic fitness experiences. Whether working with us directly or through our partners and distributors worldwide, we provide the highest quality equipment backed by a service and support team that will always go the extra mile to get you what you need, when you need it. Partner with us and see how our Core Values motivate our every decision.



xRide®

Offer comfortable challenges and variety in workouts with the unique Xride® recumbent elliptical, which delivers incredible effectiveness to exercisers of different ages and fitness levels.

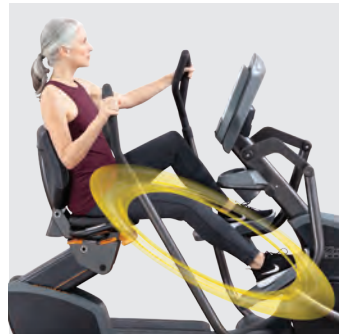
OCTANE ADVANTAGES

- +/- 210 degree swivel seat
- Powerstroke Technology
- Side platforms
- Upper/lower body isolation
- Active Seat Position
- Step through design
- Simple start up



SWIVEL SEAT

To maximize ease of entry and exit, the swivel seat turns +/- 105 or 210 degrees to comfortably accommodate exercisers.



POWERSTROKE

Facilitates leg extension to engage more muscles, burn calories and help achieve optimal results from a seated position.



CUSTOMIZED COMFORT

The Active Seat Position is designed for different size exercisers by offering multiple tilt and height adjustments for the perfect fit and superior comfort.



UPPER-AND LOWER-BODY ISOLATION

Users can complete total-body workouts, or exclusively target their upper or lower body during intervals for variety.

xR6000s Specifications

• Standard ○ Optional

Swivel seat	•
Side platforms	•
Oversized platform	•
Step-through design	•
Oversized soft grip pedals	•
Stationary footpegs	•
Seat height adjustments	20
Seat tilt adjustments	•
MultiGrip handlebars	•
Stationary handlebars	•
Phone holder	•
Water bottle holder	•
Tablet/reading rack*	•
Transport wheels	•
Pedal straps	○
Apple Gym Kit**	○
Resistance levels	30
Digital contact heart rate on stationary handlebars	•
Wireless heart rate ready	ANT+* and Polar*
Fingertip controls on stationary handles	•
Console fan (3 speeds)	•
Self-powered (standard console only)	•
Mobile device charging via USB port	•
Replaceable headphone jack	•
CSAFE	•
Smart	10" (25.4 cm) capacitive touch screen
Standard	Large LED display with integrated capacitive buttons

*Smart console only
**Standard console only

LG TV	○
Wireless 900 Mhz**	○
Number of programs	14
Manual	•
Random	•
Interval	•
Hill	•
Distance goal	•
Calorie goal	•
Fat Burn	•
Heart Rate Interval	•
Heart Rate Hill	•
Heart Rate Speed Interval	•
30:30 Interval	•
MMA	•
Constant Watts	•
Constant METs	•
X-Mode	•
Leg Press	•
Chest Press	•
Max user weight	400 lbs (181 kg)
Footprint (W x L)	39" x 72" (98 cm x 182 cm)
Product weight	339 lbs (154 kg)
Frame	10 years
Parts	3 years
Labor	1 year



+ / 210° swivel seat & side platforms

Octane

888-OCTANE-4 octanefitness.com

©2022 Octane Fitness, LLC. In a continual effort to improve our products specifications are subject to change.

BROCH22OCXR6000S

New Espresso & CyberCycle Bikes for Embodied HealthA



Blue Goji has updated and upgraded both Espresso® and CyberCycle® bikes. Running GojiPlay®, these bikes are now EmbodiedA Gaming & eSports devices that provide unparalleled embodied experiences for riders of all ages and abilities. Riders will re-centerA and focus on their physical, cognitive, mental, and social well-being - the essence of Embodied Health!A



*Smart Handlebars

GO-U2A

EXPRESSO UPRIGHTA

Featuring GojiPlay® and redesigned handlebars with a new game controllers, GO-U2 now supports a newA range of Embodied Games as well as our traditional, A well-loved Espresso Trails! AWith the dynamic magneticA resistance control completing this immersiveA environment, GO-U2 is no longer just a stationary bike, A but a new Embodied Gaming device that will transportA the rider to many fantastical, virtual worlds, from being aA pugnacious boxer to a daredevil jumping over aA mountain pass! AThe new bike also features improvedA computing specs to run these new games smoothly. A

TECHNICAL INFORMATIONA

DIMENSIONS 47" x 24" x 62" A
WEIGHT 165 lbsA
SCREEN SIZE 25.5" – 1080p resolutionA
WEIGHT LIMITS 350 lbsA



*Smart Handlebars

GO-R2A

EXPRESSO RECUMBENTA

GO-R2 provides low-impact exercise and features theA signature GojiPlay® to give every rider the EmbodiedA Health experience. AEquipped with unique spring-loadedA handlebars, GO-R2 will engage riders more immersivelyA as they push and pull them rigorously during gameplay, A enjoying a full-body workout while having fun. AJust likeA GO-U2, GO-R2 is now a new Embodied Gaming device. AThe bike is ergonomically comfortable with an adjustableA seated position to accommodate your entire community, A from youth to active older adults. A GO-R2 also featuresA improved computing specs, supporting current and futureA Embodied Games. A

TECHNICAL INFORMATIONA

DIMENSIONS 70" x 27" x 53" A
WEIGHT 232 lbsA
SCREEN SIZE 25.5" – 1080p resolutionA
WEIGHT LIMITS 350 lbsA



*Smart Handlebars

CC4A

CYBERCYCLE® RECUMBENTA

CyberCycling has been shown to delay the onset of A dementia better than traditional exercise (Based on A independent research studies). Now upgraded with A GojiPlay® and Embodied Games, the bike is more A effective in challenging and re-integrating older active A riders' physical, cognitive, mental, and social faculties. A Cybercycle is built with a larger adjustable seat and A larger supportive foot pedal, providing comfort for the A entire ride. Similar to the GO-R2, the bike's unique A spring-loaded handlebars offer more immersive, A stimulating, and embodied gameplay and movements A that promote healthy aging. A

TECHNICAL INFORMATIONA

DIMENSIONS 70" x 27" x 53" A
WEIGHT 232 lbsA
SCREEN SIZE 25.5" – 1080p resolutionA
WEIGHT LIMITS 350 lbsA

Blue Goji Embodied Gaming equipment, supported by GojiPlay®, provides the ultimate Embodied Health™ experience.



BLUE GOJIA

4201 S Congress Ave, Ste. #323, Austin, TX 78745A
EMAIL sales@bluegoji.com | PHONE (888) 528-8589A
BLUEGOJI.COMA

Embodied Health™ is the unique vision of a health and well-being developed by Blue Goji. We promote such an ideal state of health by providing embodied experiences that allow riders to re-center and re-integrate their physical, cognitive, mental, and social faculties.

PHYSICAL



Physical activity and exercise strengthen our bodies and bolsters the neuromuscular circuitries in our brains.

COGNITIVE



Cognitive & physical stimulations promote and maintain our brain health and slow cognitive decline.

MENTAL



Physical and mental stimulations improve neuroplasticity by forming new neural networks and disrupting maladaptive ones that underpin common mental conditions.

SOCIAL



Maintaining good social connections not only contributes to brain health but also plays a crucial role in keeping us HAPPY!

Playing Embodied Games on Espresso and CyberCycle bikes with friends and family, riders will enjoy the embodied moments and truly engage with the world as ONE -- the perfect antidote to a myriad of disembodied stresses of modern-day life!

GojiPlay® is Blue Goji's signature innovative technology platform that advances the Embodied Health mission. GojiPlay® supports our Embodied Gaming equipment (Espresso & CyberCycle Bikes), and hosts Embodied Games and eSports Tournaments. Paired with fun and motivating challenges, everyone will get involved, moving, and competing. GojiPlay® strengthens our commitment to the social well-being of your members with community-building tools that allow you to set up and manage all community types to motivate members (eSports teams, shared activities/interests, dieting, etc.). GojiPlay® will feature regular updates and game releases, creating a more robust Embodied Gaming environment for all to enjoy.

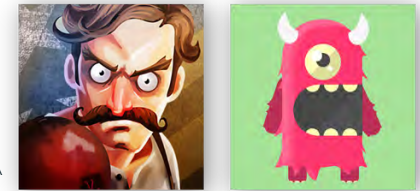


GAMES & ESPORTS

Challenge your physical, cognitive, mental, and social faculties with Blue Goji Embodied Games

Provides a broad range of Blue Goji games with regular updates and new game releases

Promote intergenerational gaming and connection with fun games everyone will love



APP (MEMBER TOOL)

Participate in challenges of all kinds, Embodied Gaming & beyond

Connect with your friends & communities, supporting each other in the Embodied Health quests

Apple Health & Google Fit Integration



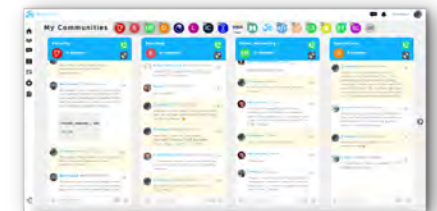
PORTAL

Host Embodied Games & eSports tournaments

Manage and support Communities with motivating & fun Challenges

Host live, interactive GojiTalk video sessions

Offers virtual membership opportunities



With GojiPlay®, Espresso & CyberCycle bikes are now transformed into fully immersive Embodied Gaming devices. Contact us today to learn more.



BLUE GOJIA

4201 S Congress Ave, Ste. #323, Austin, TX 78745A
EMAIL sales@bluegoji.com | PHONE (888) 528-8589A

BLUEGOJI.COMA

ECHELON[®] ROW-7s

COMMERCIAL POWER

THE ROW-7s LETS YOU REACH YOUR FITNESS GOALS WITH OUR LIVE AND ON-DEMAND CLASSES.

FEATURES

Live & On-Demand Fitness Classes with Pro Coaches On and Off the Rower

Global Leaderboard with Great, Licensed Music to Keep You Rowing

Dozens of Virtual Rowing Experiences to Tour the World

Dual-Rail Frame for a Stable Smooth Glide for Years

22" HD Touch Screen Display

32 Levels of Resistance for all Fitness Levels

Built-In Speakers & Bluetooth[®] Audio

Silent Magnetic Resistance with Toggle Thumb Controls on the Handlebar

- Easily Hear the Class Instructor and Music
- Quick, Easy Resistance Adjustment for Following Class Instruction

Easy In/Out Foot Straps for Cross-Training Workouts

Commercial Grade with 2 Years Parts and 2 Years Labor Warranty



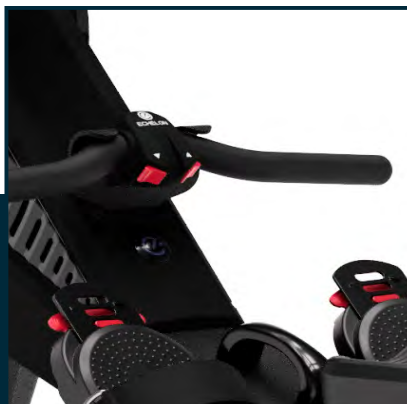
ONE SUBSCRIPTION THOUSANDS OF CLASSES

LIVE & ON-DEMAND CLASSES

Connected Fitness with Live and On-Demand Classes. We Coach On and Off the Rower.

JOIN THE FITNESS COMMUNITY

Row Live with the Echelon Community and Inspire Each Other to Climb the Leaderboard.



Resistance Toggle on Handlebar



Easy In/Out Footstraps for Cross-Training



22" HD Touch Screen & Thousands of Classes



THE ROW-7s IS PERFECT FOR...

Hotels & Resorts
 Multi-Family Residential Developments
 Corporate Gyms
 Golf, Athletic, & Country Clubs

SPECIFICATIONS

MODEL #	ECH-ROW-7S
POWER	110V AC Includes Power Switch on Front Frame
INTERNET CONNECTION	WiFi / Ethernet (Port at Front of Frame)
TOUCH SCREEN	22" HD Touch Screen with 180° Pivot Adjustment
RESISTANCE	32 Levels with Adjustment Toggle Control on Handlebar
AUDIO FEATURES	Built-In Speakers Bluetooth® Audio
ADJUSTABILITY	Foot Platform Adjusts to Foot Size
WATER BOTTLE HOLDERS	2
PRODUCT DIMENSIONS	
IN USE	85" L x 24" W (216 cm L x 61 cm W) / Seat Height: 18" (46 cm)
FOLDED	48" L x 24" W x 69" H (122 cm L x 61 cm W x 175 cm H)
UNIT WEIGHT	108 lbs (49 kg)
MAX USER WEIGHT	350 lbs (159 kg)
WARRANTY	2 Years Parts / 2 Years Labor Commercial or Home Use



LIVunLtd
 7520 Standish Pl
 Suite 250
 Rockville, MD 20855

Quote #102321

03/14/2024

Bill To

Shearwater at Trout Creek
 100 Kayak Way
 Saint Augustine FL 32092
 United States

Ship To

Shearwater at Trout Creek
 100 Kayak Way
 Saint Augustine FL 32092
 United States

Contact Name - Phone Number - Email	Terms	Submitted By
Belynda Tharpe - (904) 342-3732 - Belynda.Tharpe@FSResidential.com	50% Deposit/50% Net 15	451 KELLY SPIVEY

Item	Qty	Description	Rate	Amount
Note		LIFEFITNESS CARDIO		
		WARRANTY INFORMATION: 3/3 on Parts & Labor Extended Warranty Available (5/5)		
INT-SE424-XF-13	5	LifeFitness Integrity+ Treadmill w/SE4 Touchscreen Console (24")	\$14,999.00	\$74,995.00
INX-SE416-XF-13	2	LifeFitness Integrity+ Elliptical Cross-Trainer w/SE4 Touchscreen Console (16")	\$10,999.00	\$21,998.00
INA-TSE416-XF-13	1	LifeFitness Total Body Arc Trainer w/ SE4 Touchscreen Console (16")	\$13,599.00	\$13,599.00
INR-SE416-XF-13	2	LifeFitness Integrity+ Recumbent Lifecycle Bike w/SE4 Touchscreen Console (16")	\$8,599.00	\$17,198.00
INC-SE416-XF-13	1	LifeFitness Integrity+ Upright Lifecycle Bike w/SE4 Touchscreen Console (16")	\$7,999.00	\$7,999.00
112250-001/8019437	2	Octane xR6000 Recumbent Elliptical w/Swivel Seat and Smart Console	\$9,499.00	\$18,998.00
Note		VIRTUAL CARDIO* Annual Subscription Required		
GO-U2	2	Expresso GO Upright	\$7,295.00	\$14,590.00
SP-2	2	Expresso Surge Protector (2 Outlet) Required to maintain warranty coverage	\$55.00	\$110.00
Basic-3	2	Expresso 3-Year Basic Certificate Savings of \$290 over the course of three years	\$1,795.00	\$3,590.00
ECH-ROW-7s-24	1	Echelon Row-7s w 24" touchscreen console	\$2,999.00	\$2,999.00
3YRSUB	1	3-Year Commercial Subscription Includes extended warranty: 3 yrs parts & 2 yrs labor	\$1,799.00	\$1,799.00
Note		SERVICES		



<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Rate</u>	<u>Amount</u>
Installation Services - HL	1	Delivery & Installation Services	\$4,340.00	\$4,340.00
Installation Services - HL	1	Courtesy Removal and Disposal of Existing Cardio Equipment	\$0.00	\$0.00
Sales Misc	60	Monthly PREVENTIVE MAINTENANCE* For Duration of Lease Agreement; Includes all equipment in facility (Strength & Functional)	\$299.00	\$17,940.00
*Refer to Scope of Services in Attachment				
Note	ADDITIONAL DISCOUNT Provided to Properties Managed by FirstService Residential Savings of \$6005			

Subtotal	\$200,155.00
Discount	(\$64,049.60)
Shipping Cost	\$3,794.60
Tax Total (6.5%)	\$0.00
Total	\$139,900.00

60 Month \$1 Out Lease Estimate \$3,165.94

[Download Lease Application](#)

Email Approved quotes to your sales rep: kspivey@livunltd.com

Standard Terms and Conditions:

Install labor is estimated and may vary depending on underlying issues, customer approval will be requested if additional install labor is required. All unit prices are F.O.B. Destination. These prices are subject to change after 30 days from the document date. Post-installation entertainment (television) requirements will be handled as a billable service visit. Equipment bolt-down requirements and additional safety signage are the client's responsibility to follow per the manufacturer's recommendations. The above quotation is computed to be performed during regular business hours. Clerical errors subject to correction. All prices and agreements are contingent upon strikes, accidents, and other causes unavoidable or beyond our control. Buyer agrees to promptly file a claim for all goods damaged in transit. There will be a 20% restocking charge on all merchandise ordered but not accepted. A preventative Maintenance Agreement is available for all equipment. An equipment lease is available with approved credit. We accept all major credit cards for payment, however, there is a nominal 3% processing fee for invoices over \$1000.00.

Hold and Storage: Should an install be delayed by the client more than 30 days from the initial install date, LIVUnLtd reserves the right to charge the client a storage fee until the install is completed. If the future estimated install date exceeds 60 days LIVUnLtd reserves the right to require an additional deposit of up to 100% of the order.

Proposals must be signed and emailed to your sales rep for processing: kspivey@livunltd.com

Approval Signature:

Name: _____ Date: _____



LIVunLtd Site Survey (To be completed and returned with signed approval)

LIVunLtd will contact customers prior to delivery & installation. Please provide two contact names and numbers.

Primary contact name & number: _____ (____) _____

Secondary contact name & number: _____ (____) _____

Facility Name: _____

Complete ship to address: _____

City: _____ State: _____ Zip Code: _____

Is this location under construction? **Yes / No** If Yes: When is the construction scheduled for completion? _____

Can the location accommodate a 28' box truck? **Yes / No**

On what floor level will the equipment be installed? _____

Is there an elevator available for the delivery? **Yes / No** If Yes: Weight limit: _____ Door dimensions: _____

Will the equipment need to be carried through any stairs? (Please include both inside & outside stairs) **Yes / No**

What is the narrowest measurement of the stairs? _____

What is the narrowest width of the door the equipment must pass through? _____

Does the ceiling height meet or exceed the minimum required 94"? **Yes / No**

Please describe anything unusual about your facility that could affect delivery:

What are the best days/hours for delivery? Days: **M T W T F** Hours: _____

Deliveries can take up to several hours to complete depending on the amount of equipment and challenges of the facility.

All equipment is shipped directly from our manufacture's factory

Our warehouses specialize in delivery & installation of all commercial fitness equipment. You Should receive your shipment in approximately 7 - 10 business days from ship date.

Requirements:

110/120V Power supply (Dedicated circuit and NEMA 5-20R outlet receptacle required for treadmills)



Acknowledgement of power requirement

Initials: _____

Site Survey Completed by: _____



102321

NOREAST CAPITAL CORPORATION
BRENDAN CERNIGLIA
March 15, 2024

428 Fourth St, Suite 1 Annapolis, MD 21403
Office: 800-268-1038 ext. 218
Cell: 410-320-5032



HEARTLINE
FITNESS

FITNESS EQUIPMENT LEASE PROPOSAL

For

Shearwater at Trout Creek

Q2 2024 PROMOTION

Noreast Capital is offering customers \$0 payments for the first 3 months. Please contact Brendan Cerniglia at Noreast Capital (Brendan.Cerniglia@noreastcapital.com) to take advantage of this opportunity

WHY LEASING? Noreast Capital's leasing program offers 100% financing for equipment, with no down payment required. Leasing can conserve cash, preserves credit and can improve cash flows. If you lease, you pay only the monthly lease payments out of pocket and still get to deduct the full purchase price on your taxes with a Section 179 election.

Thank you for choosing Heartline Fitness and Noreast Capital Corporation. Heartline and Noreast have been partnering together since 2011, offering our customers the most aggressive, innovative, and cost-effective options to leasing and financing fitness equipment.

The information contained in this document regarding our company is confidential and intended only for use by those individuals at Shearwater at Trout Creek that are directly involved in the decision-making and proposal evaluation process. This letter is not intended to address all of the legal matters relating to this Lease. The lease documentation will represent the final legal agreement and will be furnished by the Lessor.

Founded in 1998, Noreast Capital Corporation quickly emerged as a leader in the equipment financing and leasing marketplace. As a direct lender, we provide nationwide finance & leasing solutions to a network of customers. Over the last 20+ years, we've provided competitive financing to customers ranging from small fledging businesses to Fortune 500 Corporations, totaling over \$1B in assets financed. Noreast Capital has a centralized credit and documentation department, which increases efficiencies and therefore lowers costs for our customers.

NOREAST CAPITAL CORPORATION
BRENDAN CERNIGLIA
March 15, 2024

428 Fourth St, Suite 1 Annapolis, MD 21403
Office: 800-268-1038 ext. 218
Cell: 410-320-5032

LESSEE: Shearwater at Trout Creek
LESSOR: Noreast Capital Corporation
VENDOR: Heartline Fitness
EQUIPMENT COST: \$139,900.00
TERM: 60 months max

\$1 BUYOUT:	<u>Term</u>	<u>Monthly Payment</u>
	12 Months	\$12,315.71
	24 Months	\$6,471.83
	36 Months	\$4,530.62
	48 Months	\$3,565.05
	60 Months	\$2,989.70

Fair Market Value:	<u>Term</u>	<u>Monthly Payment</u>
	12 Months	\$11,213.05
	24 Months	\$5,948.61
	36 Months	\$4,199.88
	48 Months	\$3,330.05
	60 Months	\$2,811.75

The above rentals are based on Equipment Cost as stated above and will be adjusted proportionately based on the final Equipment Cost. All payments are monthly in advance. First and last payment required at signing of lease. Lease payments are based on Like Term Treasuries as of the date of this Lease Proposal and will be adjusted accordingly at time of documentation.

PAYMENT OPTIONS: We offer Deferred and Seasonal payment plan options. Qualification is based on customers credit profile, and can range from 1 to 6 months for Deferred Payments.

END OF TERM OPTIONS: Return all of the Equipment to the Lessor in accordance with the terms of the Lease, or purchase the Equipment for \$1.00

INSURANCE: Lessee must provide continuing comprehensive and liability Insurance coverage on the Equipment, naming Lessor as loss payee and additional insured.

MAINTENANCE: Lessee will maintain the Equipment leased so that it remains in good operating condition (ordinary wear and tear excepted) and in compliance with any and all applicable laws, regulations and state inspections.

Sincerely,
Brendan Cerniglia
Noreast Capital Corporation



LIVunLtd
 7520 Standish Pl
 Suite 250
 Rockville, MD 20855

Quote #102208

03/12/2024

Bill To

Shearwater at Trout Creek
 100 Kayak Way
 Saint Augustine FL 32092
 United States

Ship To

Shearwater at Trout Creek
 100 Kayak Way
 Saint Augustine FL 32092
 United States

Contact Name - Phone Number - Email	Terms	Submitted By
Belynda Tharpe - (904) 342-3732 - Belynda.Tharpe@FSResidential.com	50% Deposit/50% Net 15	451 KELLY SPIVEY

Item	Qty	Description	Rate	Amount
Note		2024 FITNESS UPDATE .		
SADB	1	LifeFitness Signature Adjustable Decline/Abdominal Crunch -30 degrees to + 10 MSRP: \$1528	\$1,353.00	\$1,353.00
OP-LCE	1	LifeFitness Axiom Dual Leg Curl/Extension MSRP: \$4523	\$4,006.00	\$4,006.00
CF-3755	1	HOIST Dual Angle Smith Machine 0 degrees to 7 degree angle MSRP: \$4499	\$3,536.00	\$3,536.00
Note		CARDIO .		
9 - 5 3 4 5 - 8 G x - 1 5 - ATSC-60BLK	1	Stairmaster 8 SERIES GAUNTLET X, W/15" EMBEDDED TOUCHSCREEN DISPLAY, ***NEW*** MSRP: 15,649	\$9,302.00	\$9,302.00
ECH-ROW-7s-24	1	ECHELON Row-7s Virtual Rower w 24" touchscreen* *Annual Subscription Required MSRP: \$2999	\$1,658.00	\$1,658.00
3YRSUB	1	ECHELON 3-Year Commercial Subscription Includes no-cost extended warranty: 3 yrs parts & 2 yrs labor	\$1,799.00	\$1,799.00



<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Rate</u>	<u>Amount</u>
Note		SERVICES Calculations based on following: Install 6% of Line Item* Freight 4% of Line Item* *Calculated before FSR Discounts .		
Installation Services - HL	1	Delivery & Installation Services	\$1,270.00	\$1,270.00
Partner Discount		ADDITIONAL Discount Provided to FirstService Residential-managed properties	(\$1,146.00)	(\$1,146.00)
Note		LEASE CALCULATION IS AN AVERAGE; Range is \$498 - \$595 60-month \$1 Buyout Term		

Subtotal	\$21,778.00
Discount	
Shipping Cost	\$910.00
Tax Total (6.5%)	\$0.00
Total	\$22,688.00

60 Month \$1 Out Lease Estimate \$513.43
[Download Lease Application](#)

Email Approved quotes to your sales rep: kspivey@livunltd.com

Standard Terms and Conditions:

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Complete ship to address: _____

City: _____ State: _____ Zip Code: _____

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What are the best days/hours for delivery? Days: **M T W T F** Hours: _____

Deliveries can take up to several hours to complete depending on the amount of equipment and challenges of the facility.

All equipment is shipped directly from our manufacture's factory

Our warehouses specialize in delivery & installation of all commercial fitness equipment. You Should receive your shipment in approximately 7 - 10 business days from ship date.

Requirements:

110/120V Power supply (Dedicated circuit and NEMA 5-20R outlet receptacle required for treadmills)



Acknowledgement of power requirement

Initials: _____

Site Survey Completed by: _____




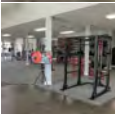
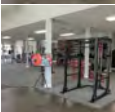



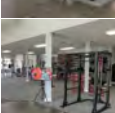

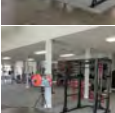



102208

Strength Depot

FITNESS EQUIPMENT SUPERSTORE

4266 Eldridge Loop Orange Park, FL 32073 • (904) 747-0789

Quote Shearwater Fitness Center
Date 3/29/2024
Rep Scott
 scott@str3ngthdepot.om

	Item	Quantity	Subtotal
1	 True Fitness TCS650 Treadmill w/ Envision 16 Console • Retail: \$8745 / Quote: \$7950	5	\$39,750.00
2	 True Fitness XC900 Elliptical w/ Envision 16 Console • Retail: \$7590 / Quote: \$6900	5	\$34,500.00
3	 True RCS900 Recumbant Bike w/ Emerge Console • Retail: \$4125 / Quote: \$3750	2	\$7,500.00
4	 True UCS900 Upright Bike w/ Emerge Console • Retail: \$3460 / Quote: \$3100	3	\$9,300.00
5	 True Palisade Climber w/ Emerge Console • Retail: \$7900 / Quote: \$7400	1	\$7,400.00
6	 True SF 1000 Adj Incline Decline Bench • Retail: \$687 / Quote: \$625	4	\$2,500.00
7	 True XFW-6800 Smith Machine • Retail: \$5170 / Quote: \$4700	1	\$4,700.00
8	 True-1000 Pec Fly Rear Delt Machine • Retail: \$5060 / Quote: \$4600	1	\$4,600.00
9	 True XFW-1100 Lat Pulldown Machine • Retail: \$5060 / Quote: \$4600	1	\$4,600.00
10	 True XFX-4000 Dip/Chin Assist Machine • Retail: \$5390 / Quote: \$4900	1	\$4,900.00
11	 True XFW-0300 Leg Press Machine • Retail: \$6270 / Quote: \$5700	1	\$5,700.00
12	 DELIVERY & INSTALL Delivery & Installation • Retail: \$7400 / Quote: \$7400	1	\$7,400.00

13



5 Years Parts / 2 Year Labor
• Retail: \$0 / Quote: \$0

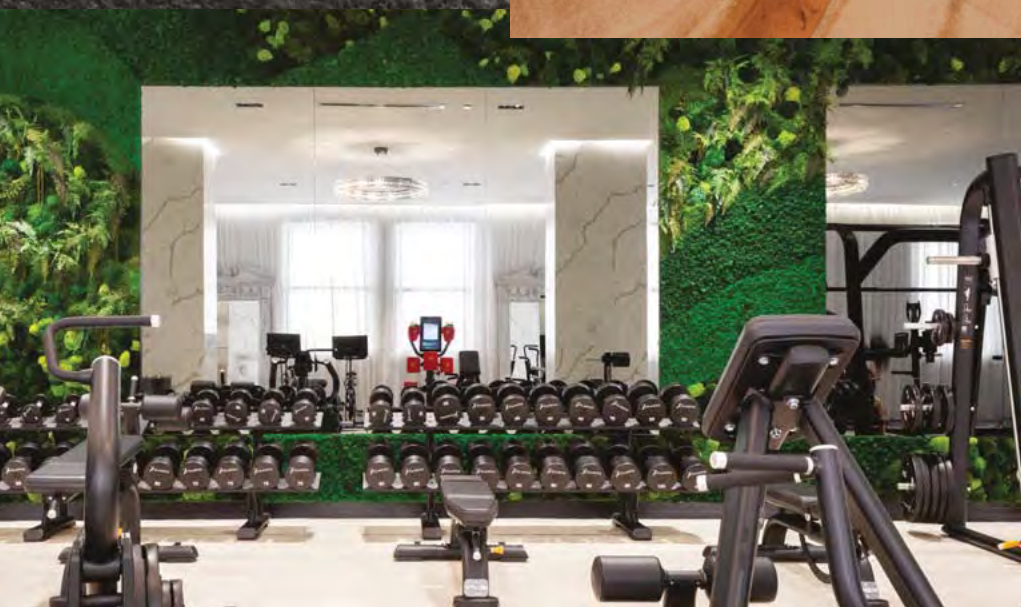
1

\$0.00

Shipping Shearwater Fitness Center
Bud Laudenslager
100 Kayak Way

St. Augustine , FL 32092
904-293-1139
sjlaudenslager@gmail.com

Total Retail	\$145,303.00
Discounts	\$12,453.00
Total Quote	\$132,850.00
Shipping	Free
Est. Tax	Exempt
Total	\$132,850.00



Advantage
Sport & Fitness Inc.

PROPOSAL PREPARED FOR

SHEARWATER CDD
Cardio Equipment Replacement Proposals
March 20, 2024



Fitness Facility Planning + Design by **Advantage Sport & Fitness**



EXPERIENCE MATTERS.

Advantage Sport & Fitness provides professional fitness space design consultations and a premium selection of fitness equipment from the best brands in the industry. Since our company was founded in 1987, we've grown to become more than just a fitness equipment distributor – we are the full-service partner you can trust to create, equip, maintain and support your fitness space.



SUPPORTING YOUR FACILITY IN EVERY PHASE

PRE-CONSTRUCTION

DESIGN

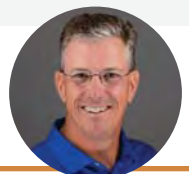
BUILDING

INSTALLATION

IN OPERATION

Advantage
Sport & Fitness Inc.

JOHN MARCOTTE
VICE PRESIDENT OF SALES & MARKETING
919-943-1699 | JSMARCOTTE@ADVANTAGEFITNESS.COM





PROPOSAL

A

P31 - LED Consoles

Corporate Office:		Quote Provided by:	
Advantage Sport & Fitness, Inc. 2255 N Triphammer Rd Ithaca, NY 14850-1576 Phone: (607)-257-2107 Fax: 919-882-1864		John Marcotte jsmarcotte@advantagefitness.com Phone: 919-943-1699	
		Quote Date:	3/20/2024
		Valid Until:	4/19/2024
		Quote Amount:	\$95,510.00

This quote was produced for:	
Ship To: Shearwater Trout Creek CDD 100 Kayak Way St. Augustine, FL 32092	Bill To : Shearwater Trout Creek CDD 100 Kayak Way St. Augustine, FL 32092
Jeremy Loar Phone: 219-455-3321 Email: jeremy.loar@fsresidential.com	Jeremy Loar Phone: 219-455-3321 Email: jeremy.loar@fsresidential.com

QTY	Product Number	Product Description	MSRP	Discount Price/Unit	Extended Price
PROPOSAL A					
CARDIOVASCULAR PRODUCTS					
<i>W/ P31 - BASIC LED CONSOLES</i>					
PRECOR TREADMILLS					
5	PRE-BP-TRM731P31/120	Precor BP TRM731 P31 Tread/120V 120V / 20 AMP Dedicated Circuit 5-20R NMEA Receptacle	\$8,995.00	\$5,695.00	\$28,475.00
PRECOR ELLIPTICALS					
3	PRE-BP-EFX835P31	Precor BP EFX835 P31 TB Elliptical Self Powered	\$9,445.00	\$6,295.00	\$18,885.00
PRECOR ADAPTIVE MOTION TRAINERS					
2	PRE-BP-AMT835P31/OS	Precor BP AMT835 P31 OS Self Powered	\$11,245.00	\$6,995.00	\$13,990.00
PRECOR STAIR CLIMBER					
1	PRE-BP-SCL835P31	Precor BP SCL835 P31 Stair Climber 120V Standard Outlet Required	\$9,945.00	\$6,895.00	\$6,895.00
PRECOR CYCLES					
1	PRE-BP-UBK635P31	Precor BP UBK635 P31 Upright Bike	\$3,145.00	\$1,995.00	\$1,995.00
2	PRE-BP-RBK635P31	Precor BP RBK635 P31 Recumbent Bike Self Powered	\$3,445.00	\$2,295.00	\$4,590.00
PELTON COMMERCIAL BIKE PACKAGE					
2	PRE-PCB-V1	Peloton Commercial Bike V1	\$2,995.00	\$2,295.00	\$4,590.00
2	PRE-PCB-MAT	Peloton Bike Mat 36"x72" - Black	\$75.00	Included	\$0.00
2	PRE-PCB-DB2	Peloton 2lb Neoprene Hand Weights/Pr Power Requirements: 120V Standard Outlet Required Bandwidth: 5-10 Mbps download and 1 Mbps upload	\$25.00	Included	\$0.00
PELTON COMMERCIAL ROW PACKAGE					
1	PRE-PCR-ROW	Peloton Commercial Row w/24" Touchscreen	\$4,995.00	\$3,995.00	\$3,995.00

1	PRE-PCR-MAT	Peloton Row Mat 36"x102" - Black	\$85.00	Included	\$0.00
		Power Requirements: 120V Standard Outlet Required			
		Download: >100 Mbps recommended			
		PELOTON SUBSCRIPTIONS			
		<i>For 5 Years</i>			
6	PRE-PCB-SUB1	Peloton Subscription (1 Year Prepaid)	\$528.00	\$528.00	\$3,168.00
3	PRE-PCB-SUB3	Peloton Subscription (3 Year Prepaid)	\$1,584.00	\$1,584.00	\$4,752.00
		SAFWARE PROTECTION PROGRAM			
		<i>For 5 Year Fair Market Value Lease Only</i>			
11	SAFE-PRE-55/10K	Safeware Precor Protection Plan 5&5	\$845.00	FREE!	\$0.00
3	SAFE-PRE-55/3K	Safeware Precor Protection Plan 5&5	\$390.00	FREE!	\$0.00
2	SAFE-STD22/3K	Safeware - Manufacturer 3&3 to 5&5	\$224.00	FREE!	\$0.00
1	SAFE-STD22/4K	Safeware - Manufacturer 3&3 to 5&5	\$255.00	FREE!	\$0.00
		Extends Warranty to 5 Years Parts & Labor			
		TRADE-IN EQUIPMENT			

We are extending you a trade-in credit on the equipment below as part of a new equipment proposal.
This trade-in value has already been established as part of a resale proposal to a third party.
Changes can no longer be made once your order is confirmed.

1	\TRADE-IN	Per Attached Worksheet	(\$3,800.00)	(\$3,800.00)	(\$3,800.00)
		All Trade-in Equipment must be in working condition, marked accordingly, and extracted on the same day as delivery of new.			

NOTE: Quote valid until: 4/19/2024

Estimated Delivery Date: 4-6 weeks from receipt of order confirmation

Total Discount Applied: (\$54,803.00)

Product Total After Discount:	\$87,535.00
Inbound Freight:	\$4,075.00
Delivery & Installation:	\$3,900.00
Est. Tax:	\$0.00
TOTAL AMOUNT:	\$95,510.00

Payment Terms:
50% Down to Book, 50% Due with Company Check at Delivery

Customer Acceptance of Quote

Quote #: Q.000030750

Grand Total: \$95,510.00

Signature

Print Name
Date



PROPOSAL

B

P84 - Touchscreen Consoles

Corporate Office:		Quote Provided by:	
Advantage Sport & Fitness, Inc. 2255 N Triphammer Rd Ithaca, NY14850-1576 Phone: (607)-257-2107 Fax: 919-882-1864		John Marcotte jsmarcotte@advantagefitness.com Phone: 919-943-1699	
		Quote Date:	3/20/2024
		Valid Until:	4/19/2024
		Quote Amount:	\$127,810.00

This quote was produced for:	
Ship To: Shearwater Trout Creek CDD 100 Kayak Way St. Augustine, FL 32092	Bill To : Shearwater Trout Creek CDD 100 Kayak Way St. Augustine, FL 32092
Jeremy Loar Phone: 219-455-3321 Email: jeremy.loar@fsresidential.com	Jeremy Loar Phone: 219-455-3321 Email: jeremy.loar@fsresidential.com

QTY	Product Number	Product Description	MSRP	Discount Price/Unit	Extended Price
PROPOSAL B					
CARDIOVASCULAR PRODUCTS					
<i>W/ P84 - 16" Touchscreen / Networked Consoles</i>					
PRECOR TREADMILLS					
5	PRE-BP-TRM781P84/120-S	Precor BP TRM781 P84 Tread/120v 120V / 20 AMP Dedicated Circuit 5-20R NMEA Receptacle	\$12,450.00	\$7,995.00	\$39,975.00
PRECOR ELLIPTICALS					
3	PRE-BP-EFX885P84-S	Precor BP EFX885 P84 TB Elliptical 120V / 15 AMP Standard Outlet Required	\$12,870.00	\$8,595.00	\$25,785.00
PRECOR ADAPTIVE MOTION TRAINERS					
2	PRE-BP-AMT885P84-S	Precor BP AMT885 P84 120V / 15 AMP Standard Outlet Required	\$14,640.00	\$8,995.00	\$17,990.00
PRECOR STAIR CLIMBER					
1	PRE-BP-SCL885P84-S	Precor BP SCL885 P84 Stair Climber 120V / 15 AMP Standard Outlet Required	\$13,350.00	\$8,595.00	\$8,595.00
PRECOR CYCLES					
1	PRE-BP-UBK685P84-S	Precor BP UBK685 P84 Upright Bike	\$6,770.00	\$4,295.00	\$4,295.00
2	PRE-BP-RBK685P84-S	Precor BP RBK685 P84 Recumbent Bike 120V / 15 AMP Standard Outlet Required	\$7,040.00	\$4,595.00	\$9,190.00
PELTON COMMERCIAL BIKE PACKAGE					
2	PRE-PCB-V1	Peloton Commercial Bike V1	\$2,995.00	\$2,295.00	\$4,590.00
2	PRE-PCB-MAT	Peloton Bike Mat 36"x72" - Black	\$75.00	Included	\$0.00
2	PRE-PCB-DB2	Peloton 2lb Neoprene Hand Weights/Pr Power Requirements: 120V Standard Outlet Required Bandwidth: 5-10 Mbps download and 1 Mbps upload	\$25.00	Included	\$0.00
PELTON COMMERCIAL ROW PACKAGE					
1	PRE-PCR-ROW	Peloton Commercial Row w/24" Touchscreen	\$4,995.00	\$3,995.00	\$3,995.00

1	PRE-PCR-MAT	Peloton Row Mat 36"x102" - Black	\$85.00	Included	\$0.00
		Power Requirements: 120V Standard Outlet Required			
		Download: >100 Mbps recommended			
		PELOTON SUBSCRIPTIONS			
		<i>For 5 Years</i>			
6	PRE-PCB-SUB1	Peloton Subscription (1 Year Prepaid)	\$528.00	\$528.00	\$3,168.00
3	PRE-PCB-SUB3	Peloton Subscription (3 Year Prepaid)	\$1,584.00	\$1,584.00	\$4,752.00
		SAFWARE PROTECTION PROGRAM			
		<i>For 5 Year Fair Market Value Lease Only</i>			
11	SAFE-PRE-55/10K	Safeware Precor Protection Plan 5&5	\$845.00	FREE!	\$0.00
3	SAFE-PRE-55/3K	Safeware Precor Protection Plan 5&5	\$390.00	FREE!	\$0.00
2	SAFE-STD22/3K	Safeware - Manufacturer 3&3 to 5&5	\$224.00	FREE!	\$0.00
1	SAFE-STD22/4K	Safeware - Manufacturer 3&3 to 5&5	\$255.00	FREE!	\$0.00
		Extends Warranty to 5 Years Parts & Labor			
		TRADE-IN EQUIPMENT			

We are extending you a trade-in credit on the equipment below as part of a new equipment proposal.
This trade-in value has already been established as part of a resale proposal to a third party.
Changes can no longer be made once your order is confirmed.

1	\TRADE-IN	Per Attached Worksheet	(\$3,800.00)	(\$3,800.00)	(\$3,800.00)
		All Trade-in Equipment must be in working condition, marked accordingly, and extracted on the same day as delivery of new.			

NOTE: Quote valid until: 4/19/2024
Estimated Delivery Date: 4-6 weeks from receipt of order confirmation

Total Discount Applied: (\$72,363.00)

Product Total After Discount:	\$118,535.00
Inbound Freight:	\$4,075.00
Delivery & Installation:	\$5,200.00
Est. Tax:	\$0.00
TOTAL AMOUNT:	\$127,810.00

Payment Terms:
50% Down to Book, 50% Due with Company Check at Delivery

Customer Acceptance of Quote	Quote #: Q.000030895	Grand Total: \$127,810.00
Signature	Print Name	Date



LEASE PROPOSAL



MACROLEASE

185 Express Street, Suite 100, Plainview, NY 11803 Tel: 800-645-3535 Fax: 516-576-1100 www.macrolease.com

March 20, 2024

Prepared by:
Victoria Grillo
p. 516.576.9000 x22125
c. 631.275.7458
vgrillo@macrolease.com

Lease quote prepared for:

Shearwater Trout Creek CDD
100 Kayak Way
St. Augustine, FL 32092

In cooperation with John Marcotte of Advantage Sport & Fitness, we are pleased to provide you with our lease proposal. The terms and conditions are as follows:

FAIR MARKET VALUE	LEASE PROPOSAL	
EQUIPMENT:	Quote #Q.000030750	Quote #Q.000030895
EQUIPMENT COST:	\$95,510.00 (pre-tax)	\$127,810.00 (pre-tax)
TERM:	5 years	5 years
ANNUAL PAYMENT:	\$22,406 plus tax	\$30,088 plus tax
ADVANCE RENTAL:	First year	First year
PURCHASE OPTION:	Fair Market Value	Fair Market Value

Fair Market Value Option: At the end of the lease term, Lessee may (1) return the lease equipment with no further obligation, (2) return the leased equipment & acquire new equipment under a new operating lease, (3) purchase the equipment for the then Fair Market Value, or (4) finance the Fair Market Value purchase option for an additional term.

The monthly rental payments (the “Monthly Payment”) indicated above have been calculated using a fixed spread over the Federal Home Loan Bank Boston Amortizing Debt Rate with similar maturity (the “Benchmark Rate”) and are presented for planning purposes only. The final Monthly Payment will be set at transaction funding and will be based on the same fixed spread over the then current Benchmark Rate. Once fixed, the Monthly Payments will remain unchanged for the entire term of the transaction.

If you are interested in applying for a lease, please complete and return the attached lease application along with a copy of your most recent business tax return or Year End Audited Financial Statement. If the financials are more than six months old, please also include an interim P&L and Balance Sheet.

Thank you,

Victoria Grillo

This proposal is for informational purposes only and should not be considered an offer to lend. The prices quoted are not a guarantee to lend based on this quote and are subject to credit approval. All rights reserved.



PRODUCT SPEC SHEETS

P31

LED CONSOLE

PROPOSAL
A
CONSOLE

Product Highlights

An LED console that works harder for you, your servicers, and your exercisers. Get integrated asset management to supercharge your service techs with extra information, right at their fingertips and yours. Exercisers will enjoy the well-placed hand holds indentations at grip-height sculpted into the back. The black color on the P31 looks great with the full range of Experience™ Series 600, 700 and 800 Line cardio equipment, so you can mix and match consoles and bases with confidence.

Product Features

Asset Management

Supercharge your service techs with extra information about equipment status, to provide efficient and timely service. Network the P31 and enable your technicians to receive operational status about the cardio lower directly to their mobile phone.

Choice of Entertainment

The integrated reading rack, placed at just the right height, securely holds phones and tablets. Exercisers can keep the tunes, video, or audio books flowing, while our mobile device charger keeps devices powered. An optional personal viewing system brings a 15.6-in wide screen television to the P31.

Thoughtful and Informed Design

We carefully observe exercisers using Precor equipment, and we know gripping the console provides a helpful assist, especially during tough workouts. That's why we added indentations at grip-height and key pad and workout buttons within thumb's reach.



Specifications

Dimensions: 17.7 x 12.7 x 6 in / 45 x 32.3 x 15.2 cm

Asset Management: Optional with Preva® Sync™ Module

Languages: English, French, German, Italian, Hebrew, Japanese, Portuguese, Russian, Spanish

Console Features: Optional - 15 in / 38.1 cm Personal Viewing System (PVS)

Accessories: Integrated Reading Rack, Audio Jack Port and Mobile Device Charger

Warranty: Visit www.precor.com/warranty

P94/P84

TOUCHSCREEN CONSOLES

Product Highlights

The bright, high-definition P94 (22") and P84 (16") touchscreen consoles provide the perfect blend of performance, fitness, and entertainment that your exercisers expect. With access to a full content suite of engaging workouts, streaming TV, and wireless casting, exercisers can easily access thousands of third-party workout and media apps without signing in.

Product Features

Peak Performance

Designed to stand up to the demands of exercisers today and in the future, lightning-fast touchscreens with split-second response, have the power to deliver a premium fitness experience that is always at the forefront of innovation.

Enhanced Discovery

Thoughtful user experience with compelling graphics and fitness-focused navigation surfaces new workouts and entertainment options, allowing exercisers to keep their workouts fresh and exciting.

Integrated Content Solutions

Best-in-class visual graphics, exerciser insights, integration of the Pluto TV streaming service, exclusive HIIT and Heart Rate workouts, and RunTV give a cohesive fitness and media experience, that motivates your exercisers and keeps them on track with their goals.

PrecorCast

Exercisers enjoy the ultimate choice in workouts and entertainment without the need to sign-in; by casting content directly from their phone to the large display, they have access to thousands of fitness and media apps.

Your Gym, Your Message

With customizable rotating images, the Screensaver Reel will help build your brand, allowing you to communicate to exercisers about facility activities and services, and keeping exercisers informed of new console features.

Specifications

P94 Touchscreen Console

Console Size: 23 x 21.7 x 4 in / 58 x 55 x 10 cm

Visible Screen Size: 10.5 x 18.7 in / 26 x 47 cm

Product Configurations: TRM and SCL

P84 Touchscreen Console

Console Size: 20.2 x 16.6 x 4 in / 51 x 42 x 10 cm

Visible Screen Size: 7.6 x 13.6 in / 19 x 35 cm

Product Configurations: TRM, SCL, EFX, AMT, RBK, UBK



PROPOSAL
B
CONSOLE

Display Type: LCD capacitive touchscreen

Power Requirements: 100v-240v

Global TV Support: NTSC, ATSC, PAL, SECAM, DVB-T/T2/C, DTMB, ISDB-T

Wi-Fi: Dual-band 802.11 a/b/g/n

Minimum Download Speed Per Console: 5 Mbps

Minimum Upload Speed Per Location: 10 Mbps

Languages: English, Chinese, Danish, Dutch, French, Finnish, German, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Spanish, Swedish, Turkish

Regulatory: FCC, CE, IEC CB Scheme, TUV NRTL, US/CA

Warranty: Visit www.precor.com/warranty

TRM 781

Experience™ Series

Treadmill

Product Highlights

The TRM 781 combines essential reliability and ease-of-use with touchscreen technology at a value just right for you. This treadmill is designed to optimize performance and maintenance for you while providing a comfortable and effective workout for your exercisers. The simple, clean design holds up under heavy commercial use, ensuring your investment will last into the future.

Product Features

1. P84 Touchscreen Console

The P84 console offers a brilliant 16-inch touchscreen that provides the best blend of performance, fitness, and entertainment that your exercisers expect. It's designed to deliver a best-in-class content suite with engaging workouts, wireless casting with access to thousands of third-party workout and media apps, and integrated Pluto TV, so exercisers always have the content they want, right at their fingertips.

2. Motor Drive System

The motor drive system improves performance, efficiency, and reliability through improved internal cooling, a wider operating range, and unique input current averaging to identify more precisely when a running belt requires replacement.

3. Integrated Footplant Technology™

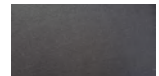
Recognizes exercisers' natural foot speed and matches every stride for an ultra-smooth feel that enhances their workout experience.

4. Ground Effects® Impact Control System

Our patented system combines ideal cushioning, support, and stability for exercisers. Precor decks are designed to provide more absorption in the front where exercisers' feet hit the belt and added rigidity at the back for a firm push-off.

5. Active Status Light

To increase uptime, an external status light lets you and your staff know at a glance the operating condition of your treadmill and when to perform life-extending maintenance.



Storm Grey

Refined colorways with dark Tungsten covers and two frame color options, Storm Grey and Black Pearl.



Black Pearl

Specifications

Dimensions (L x W x H): 83 x 35 x 68 in / 211 x 89 x 173 cm

Equipment Weight: 412 lb / 187 kg

Step-Up Height: 9.5 in / 24 cm

Handrail Length: 18 in / 46 cm

Running Surface: 60 x 22 in / 153 x 56 cm

Power: 120 volt, 20 amp individual branch circuit

Total Workouts: 27

Elevation Range: 0% to 15% incline in 0.5% increments

Speed Range: 0.5 - 12 mph / 0.8 - 19.2 km/h

Motor Drive: Capable of 4HP operation with 8HP peaks

Language: English, Danish, Dutch, French, Finnish, German, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Simplified Chinese, Spanish, Swedish, Traditional Chinese, Turkish

Console Features: 16 in / 40.6 cm LCD Capacitive Touchscreen with wireless charging, audio jack, and Bluetooth® headphones

Accessories: Integrated Reading Rack
Optional - Cable Management

Warranty: Visit www.precor.com for warranty terms.

EFX® 885

Experience™ Series

ELLIPTICAL

Product Highlights

The EFX® 885 with Converging CrossRamp® combines essential reliability and ease-of-use with a natural, low-impact stride to add value to your facility. Design enhancements ensure easy cleaning and maintenance for you, while the unique adjustable Converging CrossRamp® technology and upper body moving handlebars deliver a total body workout for your exercisers.

Product Features

1. Handlebars

With moving handlebars, exercisers can push and pull with their upper body to achieve a total body workout.

2. P82 Touchscreen Console Connects to Apple Watch®

The P82 console offers a brilliant 15 inch screen that's ergonomically positioned to deliver crystal clear entertainment viewing for exercisers in motion. When networked, it is also a direct-to-exerciser communication portal allowing you an opportunity to build your brand, share information about activities and services, and strengthen the sense of community within your facility. Available with the optional Precor Smart Watch Connector for Apple Watch®.

3. Converging CrossRamp®

Patented converging footpath design and incline adjustments between 10 - 35 degrees, along with 20 levels of resistance, give exercisers a challenging workout with a more natural feeling stride.

4. Covered Rear Drive Housing

Maintenance is easy with a covered ramp and rear drive housing that enable quick access for cleaning.

5. Active Status Light

Alerts staff at a glance when the EFX needs maintenance or service.

Specifications

Dimensions (L x W x H): 80 x 28 x 72 in / 203 x 71 x 183 cm

Equipment Weight: 340 lb / 154 kg

Step-up Height: 8 in / 20 cm (pedal at lowest point)

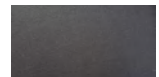
Power: 120 volt, 15 amp circuit

Total Workouts: 22

Resistance Levels: 20

Ramp Angle: 10-35 degrees

Language: English, Danish, Dutch, French, Finnish, German, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Simplified Chinese, Spanish, Swedish, Traditional Chinese, Turkish



Storm Grey

Refined colorways with dark Tungsten covers and two frame color options, Storm Grey and Black Pearl.



Black Pearl



Apple Watch is a trademark of Apple Inc., registered in the U.S. and other countries and regions.

Console Features: 15 in / 38.1 cm LCD Capacitive Touch Screen with mobile device charger, audio jack and optional Smart Watch Connector for Apple Watch®

Network Capabilities: Preva® network capable

Accessories: Integrated Reading Rack
Optional - Cable Management

Warranty: Visit www.precor.com for warranty terms.

SCL 895

Experience™ Series

StairClimber

Product Highlights

The Precor SCL® 835 far exceeds the status quo and invites you to step up to an experience that will delight. Made from durable, high-performance parts and tested beyond industry standards, the StairClimber is built for reliability. The thoughtful design prevents sweat, dirt, and fluid ingress to deliver an ultra-smooth operation and effective cleaning in a single pass. It invites exercisers to step on and off with ease, exercise with confidence, and stay motivated with engaging content.

Product Features

P94 Touchscreen Console

The P94 console offers a brilliant 22-inch touchscreen that provides the best blend of performance, fitness, and entertainment that your exercisers expect. It's designed to deliver a best-in-class content suite with engaging workouts, wireless casting with access to thousands of third-party workout and media apps, and integrated Pluto TV, so exercisers always have the content they want, right at their fingertips. Geographically-inspired milestone workouts entice exercisers to climb 30 well-known global landmarks like the Empire State Building in New York City or the Great Pyramid of Giza.

Low Maintenance Step Chain

To decrease downtime, service panels can be removed in under one minute to easily access internal components. Constructed of high-strength steel, the 428 O-ring motorcycle step chain requires no planned maintenance – simply inspect annually. Clean and lubricate only if needed.

Tested Beyond Industry Standards

The StairClimber has exceeded industry standards, withstanding over 30 different tests, conducted over 10,000 hours in the lab and field for reliability that operators can trust.

Dynamic Step Control

The Dynamic Step Control™ system, with an industry-leading tolerance of +/- 0.5 steps per minute, ensures an accurate, consistent step rate, whether slow or fast, for exercisers of all sizes.

Specifications

Dimensions (L x W x H): 59 x 31.7 x 84 in / 150 x 81 x 213 cm

Equipment Weight: 375 lb / 170 kg

Power: 120 volt, 15 amp circuit

Recommended Ceiling Height: 9 ft 9 in / 3 m

Step Height: 8 in / 20 cm

Step Dimensions (D x W): 11 in x 20.8 in / 28 cm x 53 cm

Step Rate Range: 20 to 165 steps / minute (SPM)

Total Workouts: 10

Fit Tests: WFI and CPAT

Language: English, Danish, Dutch, French, Finnish, German, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Simplified Chinese, Spanish, Swedish, Traditional Chinese, Turkish

Console Features: 22 in / 55.8 cm LCD Capacitive Touch Screen with wireless charging, audio jack and Bluetooth® headphones

Accessories: Integrated Reading Rack
Optional - Cable Management

Warranty: Visit www.precor.com for warranty terms.



Storm Grey



Black Pearl

Refined colorways with dark Tungsten covers and two frame color options, Storm Grey and Black Pearl.

AMT® 885

Experience™ Series

ADAPTIVE MOTION TRAINER®

Product Highlights

Like every piece of equipment in our Experience™ Series 880 Line, the AMT® 885 combines essential reliability and ease-of-use with smooth, flowing, and precise motion to add value to your facility. The AMT with Open Stride™ is the only variable stride cardio equipment with adjustable step height, allowing exercisers to train in a variety of stride paths, including running, jogging, and stepping. With one piece of equipment that creates an array of movement patterns, you can maximize valuable floor space and help exercisers stay engaged in their workouts.

Product Features

1. P84 Touchscreen Console

The P84 console offers a brilliant 16-inch touchscreen that provides the best blend of performance, fitness, and entertainment that your exercisers expect. It's designed to deliver a best-in-class content suite with engaging workouts, wireless casting with access to thousands of third-party workout and media apps, and integrated Pluto TV, so exercisers always have the content they want, right at their fingertips.

2. Open Stride™

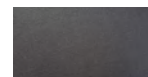
Open Stride™ is a unique feature that allows exercisers not only to dynamically adapt their stride length from zero to 36 inches (0 to 91 cm), but also to adjust their stride height from 6.8 to 10 in (17 to 25 cm), providing an infinite range of stride paths to engage several muscle groups. Open Stride™ can be adjusted from level 1 to 5 with the tactile motion controls.

3. Handlebars Fit Everyone

The tapered moving handlebars provide a comfortable fit for nearly every exerciser. The stationary grip has a heart rate sensor* built-in that provides monitoring and a stable, comfortable position when focusing on the lower body.

4. Total Body Workout in One Piece of Equipment

Exercisers can go from short stride to long stride, walking to running, and climbing to striding, allowing them to target different muscle groups. Pushing and pulling the moving handlebars will engage the upper body, resulting in a total body workout.



Storm Grey

Refined colorways with dark Tungsten covers and two frame color options, Storm Grey and Black Pearl.



Black Pearl

Specifications

Dimensions (L x W x H): 80 x 35 x 73 in / 203 x 89 x 186 cm

Equipment Weight: 422 lb / 191 kg

Power: 120 volt, 15 amp circuit

Total Workouts: 12

Resistance Levels: 20

Adjustable Stride Length: 0 - 36 in / 0 - 91 cm

Stride Height: 6.8 - 10 in / 17 - 25 cm (Five levels)

Language: English, Danish, Dutch, French, Finnish, German, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Simplified Chinese, Spanish, Swedish, Traditional Chinese, Turkish

Console Features: 16 in / 40.6 cm LCD Capacitive Touchscreen with wireless charging, audio jack, and Bluetooth® headphones

Accessories: Integrated Reading Rack
Optional - Cable Management

Warranty: Visit www.precor.com for warranty terms.

*The heart rate feature is intended for reference only. They may not be accurate for every user or at every intensity and are not intended for use as a medical device.

UBK 685

Experience™ Series

UPRIGHT BIKE

Product Highlights

The UBK 685 Upright Bike features custom-designed handlebars with integrated touch heart rate for an efficient workout experience with maximum comfort. One-handed seat adjustment on or off the bike, a redesigned saddle for riding comfort, and improved knee over pedal spindle (KOPS) geometry for efficient pedaling all provide a smooth, comfortable workout.

Product Features

1. P84 Touchscreen Console

The P84 console offers a brilliant 16-inch touchscreen that provides the best blend of performance, fitness, and entertainment that your exercisers expect. It's designed to deliver a best-in-class content suite with engaging workouts, wireless casting with access to thousands of third-party workout and media apps, and integrated Pluto TV, so exercisers always have the content they want, right at their fingertips.

2. Over-molded Handlebars

The over-molded style adds comfort and durability while offering dual heart rate contacts and three ergonomic riding positions: upright, cruising, and road.

3. Seat Adjustment and Improved Saddle Design

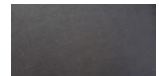
The intuitive pop pin seat adjustment allows users to easily change seat height.

4. Pedals

The extra wide pedals comfortably accommodate feet of all sizes and feature integrated, adjustable straps to ensure proper pedaling form.

5. Ease of Maintenance

The easy-to-remove shrouds ensure quick access to the belt-drive system for maintenance and servicing without removing the pedals or crank arms.



Storm Grey

Refined colorways with dark Tungsten covers and two frame color options, Storm Grey and Black Pearl.



Black Pearl

Specifications

Dimensions (L x W x H): 48 x 21 x 59 in / 122 x 53 x 150 cm

Product Weight: 144 lb / 65 kg

Power: 120 volt, 15 amp circuit

Total Workouts: 12

Resistance Levels: 25

Minimum Watts: 22 (level 1 at 20 RPM)

Maximum Watts: 500 (level 25 at 150 RPM)

Languages: English, Danish, Dutch, French, Finnish, German, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Simplified Chinese, Spanish, Swedish, Traditional Chinese, Turkish

Console Features: 16 in / 40.6 cm LCD Capacitive Touchscreen with wireless charging, audio jack, and Bluetooth® headphones

Accessories: Reading Rack, Water Bottle Holder
Optional - Cable Management

Warranty: Visit www.precor.com for warranty terms.

RBK 685

Experience™ Series

RECUMBENT BIKE

Product Features

1. P84 Touchscreen Console

The P84 console offers a brilliant 16-inch touchscreen that provides the best blend of performance, fitness, and entertainment that your exercisers expect. It's designed to deliver a best-in-class content suite with engaging workouts, wireless casting with access to thousands of third-party workout and media apps, and integrated Pluto TV, so exercisers always have the content they want, right at their fingertips.

2. Step-through Design

Designed for easy entry, the recumbent bike has a step-through design (14 in / 36 cm wide) with a low step-over height (4 in / 10 cm).

3. Air Flex Seat Back

The custom-designed air flex seat features a ventilated panel and unique suspension system for a cool, cushioned ride.

4. Seat Adjustment

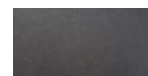
The simple seat adjustment allows the exerciser to change the position of the seat with one hand, either on or off the bike.

5. Ease of Maintenance

The easy-to-remove shrouds ensure quick access to the belt-drive system for maintenance and servicing without removing the pedals or crank arms.

6. Pedals

The extra wide pedals comfortably accommodate feet of all sizes and feature integrated, adjustable straps to ensure proper pedaling form.



Storm Grey

Refined colorways with dark Tungsten covers and two frame color options, Storm Grey and Black Pearl.



Black Pearl

Specifications

Dimensions (L x W x H): 67 x 23 x 53 in / 170 x 58 x 135 cm

Product Weight: 179 lb / 81 kg

Power: 120 volt, 15 amp circuit

Total Workouts: 12

Resistance Levels: 25

Minimum Watts: 22 (level 1 at 20 RPM)

Maximum Watts: 500 (level 25 at 150 RPM)

Languages: English, Danish, Dutch, French, Finnish, German, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Simplified Chinese, Spanish, Swedish, Traditional Chinese, Turkish

Console Features: 16 in / 40.6 cm LCD Capacitive Touchscreen with wireless charging, audio jack, and Bluetooth® headphones

Accessories: Reading Rack, Dual Water Bottle Holder
Optional - Cable Management

Warranty: Visit www.precor.com for warranty terms.

PELOTON FOR BUSINESS

PUT PELOTON TO WORK FOR YOU

**MOTIVATING CARDIO,
LOVED BY MILLIONS.**

**ENHANCED FOR YOUR
FITNESS FACILITY.**

Content they crave

Designed to fit any mood, schedule, or starting point—beginner to bootcamp—Peloton's thousands of classes keep its millions of Members coming back.

Unlimited Riders = Unlimited Potential

Peloton's commercial software is made for everyone visiting your facility. Anyone can create an account, take a ride, and track their stats at no cost to them.*

Consumer sought, commercial packaged

The signature Peloton experience meets hardware enhancements and dedicated commercial support for a smooth ride for your exercisers and for you.

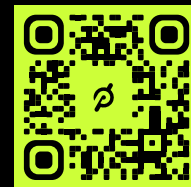
*Age, height, and weight restrictions apply to the use of the Peloton Bike.

PELOTON BIKE COMMERCIAL PACKAGE

- Access to exclusive commercial software for unlimited riders
- Commercial limited warranty
- Dedicated commercial support
- Pair of 2 lb Bike weights, Bike mat, and dual sided pedals that allow for use with athletic shoes or cycling shoes

LEARN MORE

business.onepeloton.com



SPECIFICATIONS

CONSTRUCTION

Frame	Welded steel, ED & powder coated
Resistance	Magnetic with mechanical adjustment
Drive	Poly V® power transmission belt drive
Pedals	Dual-sided with both SPD-compatible clips and cages to allow for use with bike shoes or athletic shoes
Warranty	3-year commercial limited warranty for touchscreen, components and labor (with standard 12 mo limited warranty for pedals and 5 year limited warranty for frame), see details at business.onepeloton.com/warranty-for-commercial-use

TECHNOLOGY

Screen	21.5" (55 cm) Full HD Multitouch
Camera	5 megapixel front-facing camera
Sound	Supports standard headphones
Network Requirements	Compatible with Bluetooth® headphones Wired (preferred)
Connectivity	Wireless (WiFi with WPA2; 2.4Ghz or 5Ghz band) WiFi 802.11 a/b/g/n/ac ANT+ wireless Bluetooth® 4.0
Device Pairing	100 Mbps ethernet Connect heart rate monitors and smart watches to track
Download/Upload Speeds	performance Download: >10 Mbit/s
Power Requirements	Upload: >1 Mbit/s 100 V to 240 V, 50 Hz to 60 Hz, 1.2 A Max

MEASUREMENTS

Dimensions	59 L x 53 H x 23 W in (150 L x 135 H x 58 W cm)
Weight	135 lb (61 kg)
Rider Height & Weight Limits	The Bike is built and tested for users between 4'11" and 6'4" (148 to 193 cm) in height and under 297 lbs (135 kg) in weight.
Age Minimum	14+

NETWORK REQUIREMENTS

The Peloton Bike will work on a wireless connection, but a wired connection is recommended. If using a wireless connection, place the Bike as close as possible to a WiFi access point. The touchscreen supports both 2.4Ghz and 5Ghz frequencies over WiFi. Where proximity allows, we recommend utilizing the less-congested 5Ghz WiFi band.



Network Parameter	Recommended Requirements	Intermediate Requirements	Minimum Requirements
Physical Connection	Wired connection	WiFi with WPA2 5Ghz band	WiFi with WPA2 2.4Ghz band
Download Speed Upload Speed	>10 Mbit/s >1 Mbit/s	>10 Mbit/s >1 Mbit/s	>5 Mbit/s >512 Kbit/s
Firewall	All outbound traffic is allowed No Captive Portal No URL Filtering Direct Internet Access (No Proxy)		
IP Address Assignment	Static DHCP	Dynamic DHCP	Dynamic DHCP

PELOTON FOR BUSINESS

CUTTING-EDGE ROWER



UNBEATABLE EXPERIENCE

Why choose Peloton Row?



Innovative technology

Designed for any level with Form Assist for real-time feedback and personalized pace targets.



More than a machine

Unmatched content, inspiring instructors, and a community of Members to row with on the Leaderboard.



Optimized for businesses

Commercial software that allows unlimited users to Row for free and dedicated commercial support for your business.



PELOTON ROW SPECIFICATIONS

CONSTRUCTION

Rail	Anodized and powder-coated aluminum
Hub	Molded plastic with embossed logo
Belt	Woven strap with contrasting red centerline
Handle	Easy-grip molded plastic and TPE
Warranty	Commercial limited warranty. For more details visit business.onepeloton.com/warranty-for-commercial-use

TECHNOLOGY

Screen	23.8" (60.5 cm) HD touchscreen with 45° swivel
Camera	8 megapixel still photo, 1080P video camera with privacy cover
Sound	4 digital microphone array
Connectivity	WiFi 802.11 a/b/g/n/ac, MIMO 2x2 antenna ANT+ wireless Bluetooth® 5.0 Not ethernet compatible
Device pairing	Uses the Peloton Watch App to pair with Apple® or Wear OS watches
Download speed	Download: >100 Mbps recommended
Power requirements	100-240 VAC, 50-60 Hz, 0.65A-1.50A

MEASUREMENTS

Dimensions	7'10" L x 24" W (239 L x 61 W cm)
Weight	157 lb (71 kg)
Foot stretcher	Women's size 5, Men's size 13.5
Height range	4'11" - 6'5" (150 - 196 cm)
Weight maximum	300 lbs (136 kg)
Age minimum	16+

NETWORK REQUIREMENTS



Network parameter	Requirements		
Physical connection	2.4GHz & 5GHz WiFi running on WiFi 802.11 a/b/g/n/ac		
Download speed	100 Mbps recommended		
Firewall	Row will not support "hidden" WiFi networks		
IP address assignment	Static DHCP	Dynamic DHCP	Dynamic DHCP

ELITE EQUIPMENT PROTECTION PLAN FEATURES:

- Parts and labor coverage
- Mechanical & electrical failure
- Damage from power surge
- Failures and breakdowns resulting from normal use including wear and tear *
- Manufacturer's defects
- No deductibles on covered claims
- Professional on-site service
- No-lemon guarantee
- All plans are fully insured by an AM Best™ Rated Insurer

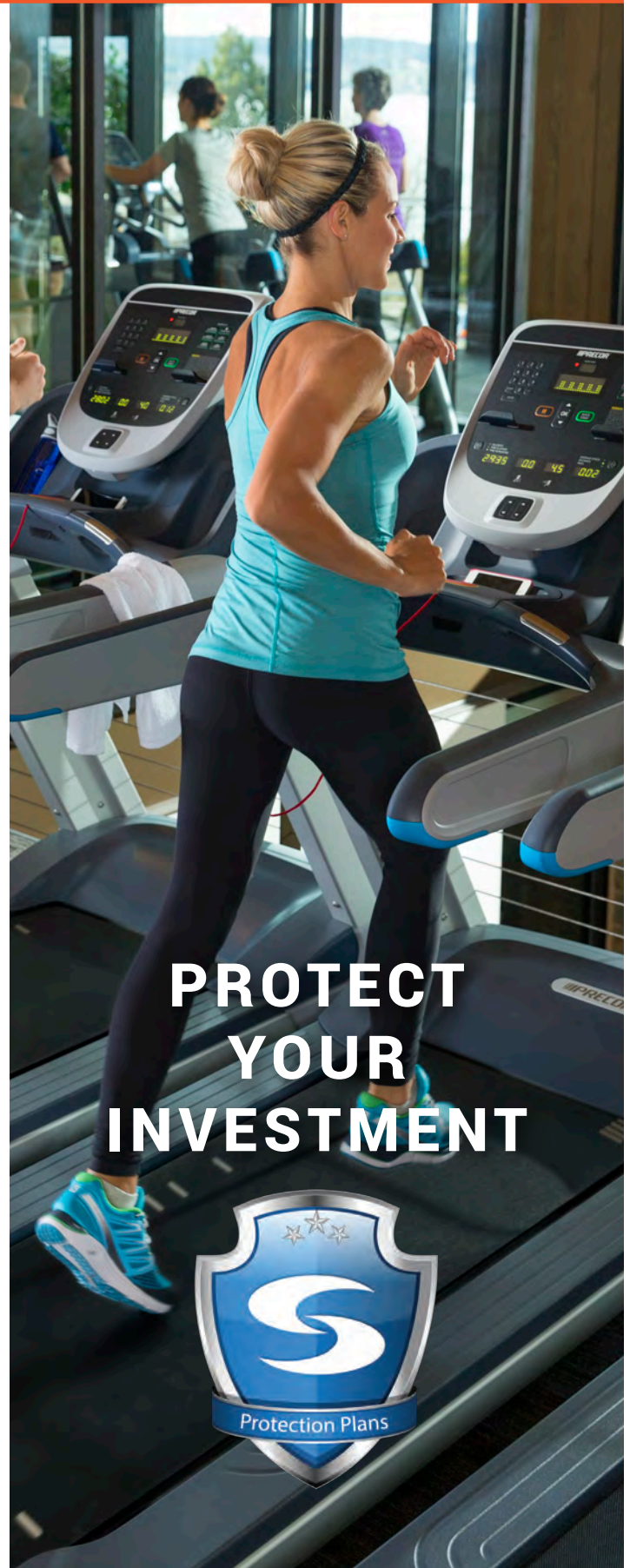
WHAT'S NOT COVERED?*

Upholstery/Foam Pads | Plastic Parts | Batteries
Spills/Liquid Damage | Accidental Damage
Software Updates | Cosmetic Damage
Rust or Corrosion | Damage caused by improper maintenance | Additional Accessories

LIMIT OF LIABILITY

The total amount that we will pay for repairs or replacement made in connection with all claims that you make pursuant to this plan shall not exceed the original purchase price of your product, less taxes. In the event we make payments for repairs, which in the aggregate, are equal to the original product purchase price or we replace your product, we will have no further obligations under this plan. In no event shall the total of all claims or replacements exceed the original price paid by you for the covered product, less taxes.

* Exclusions apply. See terms and conditions for full coverage details. Terms are available upon request.



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Treadmills



AMTs



Ellipticals



Steppers



Bikes



Recumbent Steppers



Upper Body Ergometers



Indoor Cycles



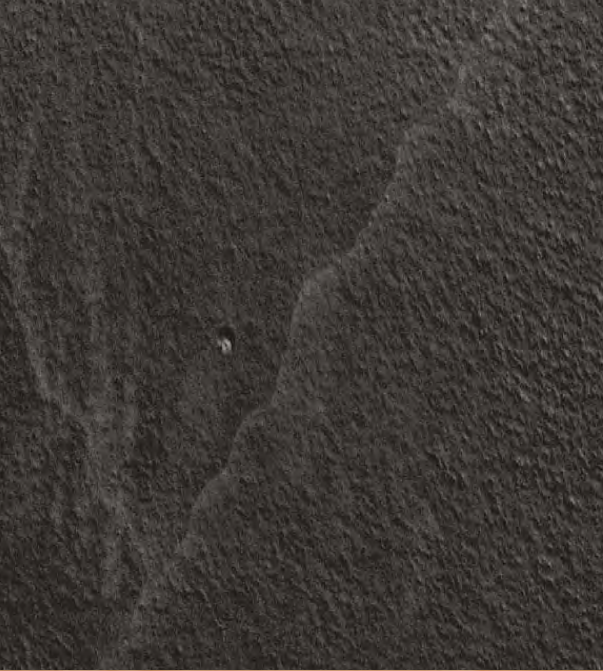
Rowers



PROFESSIONAL ON-SITE SERVICE FOR:

- Motors
- Decks
- Belts
- Wheels
- Displays
- Pulleys
- Consoles
- Headphone Jacks
- Drives
- And More!

** Exclusions apply. See terms and conditions for full coverage details. Terms are available upon request.*

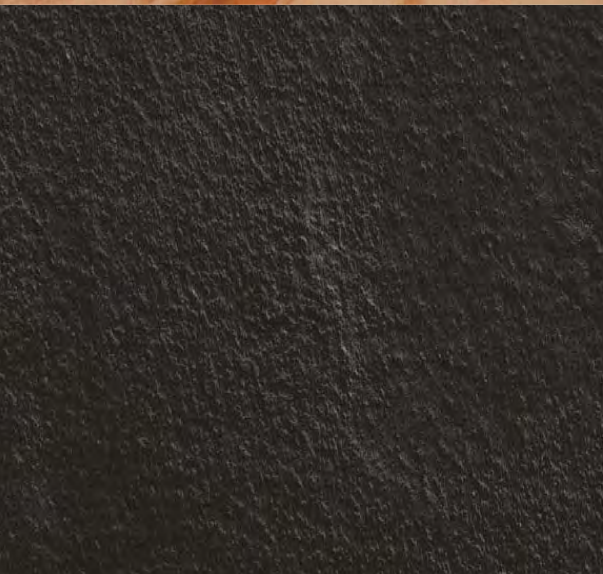


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PRODUCT OFFERING, AND PORTFOLIO OF WORK
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AND

FOLLOW ALONG



Tab 11

Staff Recommendations for Access Fobs

An audit of fobs has not ever happened to our knowledge.

There is 7-8 years' worth of fobs that are still floating around.

1. All current owners are required to update contact information in person with an appropriate ID.
2. Sign Waiver and Release forms.
3. DEADLINE to update information before key fob access is paused is 5/31/24.
4. Beginning 6/1/24 any fob that has not been updated will be paused.
5. Moving forward, this process will be done on a yearly basis beginning in January with a deadline early - mid-March.

Policies & Procedures

- # of fobs for tenants and residents. Tenants state 2 only/without the option of purchasing additional. Several rentals have 3-4 adults on lease.
- Current procedure vs policy (2 plus purchase of 2 no matter if only 1 person resides in the dwelling)
- # guests defined – currently p&p state 4 guests. Is that per person or per household?
- Remove children and grandchildren who do not reside within district can be given access.
- What items will we accept as identification (ie. Driver's License, Utility Bill)

Monitoring Access/Security

- Tennis gate 4am – 11pm (once inside the gate, you can stay as long as you want)
- Main Pool Gate 6:30am – 7pm (Same as above)
- Emergency exit gate (between fitness hub and pool gate) and the event lawn gate will no longer have entry access. Exit only.
- Pool Monitor hours (see attached schedule). Any person with a fob has access to the aquatic facility (pools) the following hours prior to monitor arrival:
 - ❖ 7.5 hours prior to and shift and 2 hours post shift (6-8pm however the pool gate currently allows access until 7pm) . The tennis gate allows access until 11pm.

Vesta Property Services Trout Creek FY '24 Lifeguard Schedule

Season	Dates	Days of Week	Time
Spring Break	3/09-3/17	Tuesday-Sunday	Tue-Sun 12:00pm - 6:00pm (5 Guards, 1 Supervisor, 1 Pool Monitor)
Pre-Summer Break	3/23-5/19	Saturday-Sunday	Sat-Sun 12:00pm - 6:00 pm (5 Guards, 1 Supervisor, 1 Pool Monitor)
Summer Break	05/24-8/04	Tuesday-Sunday	Tue-Sun 10:00am - 7:00pm (6 Guards, 1 Supervisor, 1 Pool Monitor)
Post-Summer Break	8/10-09/29	Saturday-Sunday	Sat-Sun 12:00pm - 6:00pm (5 Guards, 1 Supervisor, 1 Pool Monitor)

(Memorial Day and Labor Day Are Included in Staffing)

Addendum '23	Dates	Days of Week	Time
Mondays In Summer Season	05/24-08/04	Monday (Tuesday if Holiday)	Mon- 1:00pm - 7:00pm (6 Guards, 1 Supervisor, 1 Pool Monitor)

For any additional detail please contact Aquatics Director Sean Smith (Ssmith@VestaPropertyServices.com) or
Regional Amenity Director Dan Fagen (Dfagen@VestaPropertyServices.com)