

Trout Creek Community Development District

Board of Supervisors'
Meeting
September 17, 2025

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

www.troutcreekcdd.org

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Kayak Club, 100 Kayak Way, St. Augustine, FL 32092 www.troutcreekcdd.org

Board of Supervisors Clint Wright Chairman

Heather Loffredo Vice Chairperson
Jim Breslin Assistant Secretary
Ronnie Murphy Assistant Secretary
Vincent Sajkowski Assistant Secretary

District Manager Melissa Dobbins Rizzetta & Company, Inc.

District Counsel Chris Loy Kilinski Van Wyk

Jennifer Kilinski Kilinski Van Wyk

District Engineer Mike Yuro Yuro & Associates

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

Please refer to the final agenda for Audience Comment sections of the meeting. This will include **General Audience Comments** (for non-agenda items only) and **Audience Comments on Agenda Items**. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments. **All Public Comments or Public Hearing Comments will also be limited to a total of three (3) minutes.**

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

September 10, 2025 Rev. 9.16.2025

REVISED FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on September 17, 2025, at 6:00 p.m. located at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092. The District Board will also conduct an attorney-client shade session at 5:30 p.m. This session will commence prior to the regular meeting.

SHADE SESSION AGENDA:

- **CALL TO ORDER / ROLL CALL** 1.
- **AUDIENCE COMMENTS (ONLY ON SHADE SESSION MATTER)** 2.
- 3. ATTORNEY-CLIENT SHADE SESSION

The attorney-client shade session, which is closed to the public, is being held pursuant to Section 286.011(8), Florida Statutes, and relates to advice on pending litigation expenditures and litigation strategy related to VerdeGo vs. Trout Creek Community Development District, Case Number 2025CA000937, pending in the Circuit Court for St. Johns County.

CONCLUSION OF SHADE SESSION/MOTIONS RELATED TO SAME 4.

<u>KEG</u>	ULAR MEETING AGENDA:
1. 2. 3. 4.	CALL TO ORDER / ROLL CALL PLEDGE OF ALLEGIANCE NON-AGENDA AUDIENCE COMMENTS (Comments Limited to 3 Minutes Each) STAFF REPORTS
	A.) District CounselTab 1
	1.) Update on County Regarding School Traffic Concerns
	2.) Update on Developer Negotiations
	Consideration of Besch and Smith Enforcement
	4.) Memo Regarding Committees and Sunshine Law
	B.) District EngineerTab 2
	1.) Stormwater Outfall Repair Proposals
	2.) County Crosswalk Proposals
	3.) Discussion Regarding Use of Paths
	C.) Landscape Maintenance Service Reports
	D.) Pond Aquatics Service Reports
	E.) General Manager Tab 5
	1.) Survey Update
	F.) District ManagerTab 6
_	1.) Variance Report Presented by Supervisor Murphy
5.	BUSINESS ITEMS – Part A
	A.) Consideration of St. Johns County Polling Place Lease Agreement
	B.) Consideration of Pergola Proposals Tab 8

	1.) Consideration of Resolution 2025-15, Pool Resurfacing RFP	
	D.) Discussion Regarding Lap Pool Heater Proposal	Tab 10
	E.) Discussion Regarding Fishing Policy and Stocking of Ponds	Tab 11
	F.) Discussion Regarding Falls Park Recreation Enhancements	Tab 12
	G.) Consideration of C BUSS Pool Maintenance Amendment	Tab 13
	H.) Consideration of Resolution 2025-14, Designating Meetings for Fiscal	
	Year 2025-2026	Tab 14
6.	AUDIENCE COMMENTS ON AGENDA ITEMS	
7.	BUSINESS ITEMS Part B - BOARD PROPOSED MOTIONS	
8.	BUSINESS ADMINISTRATION - CONSENT AGENDA	
	A.) Consideration of Minutes for the Board of Supervisors' Meeting held on	
	August 20, 2025	
	B.) Consideration of Minutes for the Workshop held on September 9, 2025	Tab 16
	C.) Ratification of the Operation and Maintenance Expenditures	
	for August 2025	Tab 17
	D.) Ratification of Series 2025 Capital Project Fund	
	Requisitions CR 01, 02 & 03	Tab 18
9.	SUPERVISOR REQUESTS	
10.	ADJOURNMENT	
	We look forward to seeing you at the meeting. In the meantime, if you have any	
quest	tions, please do not hesitate to call us at 904-436-6270.	

Yours kindly,

Melissa Dobbins

District Manager

Tab 1



517 E. College Avenue Tallahassee, Florida 32301 877-350-0372

MEMORANDUM

To: Board of Supervisors; Committee Members

From: Kilinski | Van Wyk PLLC

Re: Committees, Advisory Boards, Working Groups, and Sunshine Law

This memorandum provides guidance regarding the use of committees, advisory boards, and working groups to assist the Board of Supervisors of a community development district. While these groups can be useful tools for a district to make the most of its community resources, it is important to be mindful that if the group serves a decision-making role, its members will be subject to the Sunshine Law in the same manner as members of the Board of Supervisors.

Sunshine Law, Generally

The Government in the Sunshine Law applies to all formal or informal gatherings of two or more members of the same board or commission to discuss matters that may foreseeably come before that board or commission for official action. Section 286.011, *Florida Statutes*, contains three requirements for such meetings: (1) the meetings must be open to the public; (2) the meetings must be noticed; and (3) minutes of the meetings must be taken. Consistent with the Florida Supreme Court's broad interpretation of the Sunshine Law, the Sunshine Law extends to any discussion or exchange by two or more board or committee members regarding that board's or commission's business, regardless of the means of communication, including but not limited to inperson communication, email, phone calls, social media websites, blogs, and communication through third-party liaisons.

Committees, Advisory Boards, and Working Groups

No matter the name, groups which are created by the District to advise on topics brought before the Board may be subject to the Sunshine Law if the group has "decision-making authority." "Decision-making authority" is interpreted broadly. Notably, if a committee is sorting through options (e.g., prospective bids or service proposals) and making recommendations to the Board, the committee is deemed to have decision-making authority, thus subjecting it to the Sunshine Law. A limited exception applies if a group has only "information-gathering or fact-finding authority," but this is applied very narrowly.

Examples of groups with decision-making authority include, but are not limited to, the following:

- Committee established by agency purchasing director to consider and rank various contract proposals (*Silver Express Company v. District Board of Lower Tribunal Trustees*, 691 So. 2d 1099 (Fla. 3d DCA 1997)).

- Transition team appointed by mayor to make recommendations regarding governmental reorganization (Inf. Op. to Lamar, August 2, 1993).
- Committee established to review and recommend school textbooks (*Sarasota Citizens for Responsible Government v. City of Sarasota*, 48 So. 3d 755 (Fla. 2010)).
- Citizen planning committee appointed by a city council to assist in revision of zoning ordinances (*Town of Palm Beach v. Gradison*, 296 So. 2d 473 (Fla. 1974)).
- Citizen advisory committee appointed by city council to make recommendations to the council regarding city government and city service (AGO 98-13).

The Sunshine Law applies to such groups regardless of whether the recommendations are binding, whether the group is composed of volunteers rather than appointed members, or whether the group is created by a single Board member or the Board as a whole.

Consequences for Sunshine Law Violations

Violations of the Sunshine Law can result in the following penalties:

- Criminal penalties (a knowing violation of the Sunshine Law is a second-degree misdemeanor, which can result in imprisonment up to 60 days and/or a fine of up to \$500)
- Removal from office
- Noncriminal infractions (subject to a fine of up to \$500)
- Payment of attorney's fees, both against the District as a body and against individual members
- Civil actions for injunctive or declaratory relief

Conclusion

Unless a committee, advisory board, or working group serves a purely fact-finding or information-gathering function, members of the group will be subject to the Sunshine Law and its meetings must comply with all requirements of the Sunshine Law. This determination is fact-specific and turns on the functions performed by the group. Because violations of the Sunshine Law can result in serious penalties, care should be taken to clarify the role of committees, advisory boards, and working groups, and to ensure compliance with the Sunshine Law when necessary.

Tab 2

Trout Creek CDD - Outfall Repairs

Contractor Bids

Contractor	Base Bid	Comments
Highwater Site Solutions	\$80,549	using non-excavatable flowable fill to fill void under spillwaybringin in additional riprap to level work area. Includes (\$13,840) for re-grading slopes within limit of rip-rap
Tigris	\$41,025	using an injection resin (chemical grout) that will fill voids and harden once curedincludes (\$6,750 for) for re-grading slope and installing sod within limits of rip rap
Baggs Construction	\$40,850	38cy of flowable filldoesn't include re-grading other slopes

ESTIMATE

Highwater Site Solutions LLC 5354 County Road 209 Green Cove Springs, FL 32043 grant@highwatersitesolutions.com +1 (904) 412-7257



Bill to

Mike Yuro Yuro & Associates 145 Hilden Road unit 108 Ponte Vedra, FL 32081 Ship to

Mike Yuro Yuro & Associates 145 Hilden Road unit 108

Ponte Vedra, FL 32081

Estimate details

Estimate no.: 1160

Estimate date: 08/18/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Services	Provide and install non excavatable Flowable fill to fill void under undermined ex-flow spill way. Concrete pump will be necessary. Along with core drilling spill way to make access for concrete vibrator and pump access.	1	\$17,557.50	\$17,557.50
2.		Services	provide and install head wall forms to hold in flowable fill front and sides. Move rip rap clean face of wall to allow form work to sit flush with spill way. drive piles for kickers and brace with 4x4s. forms to extend down either side of spill way to ensure all voids are filled	1	\$14,230.00	\$14,230.00
3.		Services	Provide 6 inch double diaphragm pump with t float and discharge hose to pump down lake to ensure dry working area for the duration of the project.	1	\$4,896.00	\$4,896.00
4.		Services	Skid loader rental	1	\$4,280.00	\$4,280.00
5.		Services	Excavator rental with vibratory head	1	\$7,233.00	\$7,233.00
6.		Material	load of 3" rip rap to make level working pad in large riprap area	3	\$1,800.00	\$5,400.00

	Material	Crane matts for ground protection where needed for duration of project. culdesac, entry to work area, cover rip rap in excavator work area	1	\$5,872.00	\$5,872.00
8.	Material	Portalet, dumpster, fuel, job site mobilization	1	\$7,240.00	\$7,240.00
9.	Services	Cut new grade & Re sod slopes on banks of rip rap limits, also re sod work area and travel path.	1	\$13,840.00	\$13,840.00
10.	Note	If allowed to use access at culdesac of good hope court we would incur some cost savings. less restoration of sod, less concrete pump hose, less washout etc.	1	\$0.00	\$0.00
11.	Note	this quote does not include any silt fence or a tick bag for water discharge, those can be added for additional cost,	1	\$0.00	\$0.00
12.	Services	If desired wing walls can be added to either side of the spill way to further protect erosion of the sides of the banks. We could do this with a wooden bulkhead style wall. Using pilings tie backs to dead men, top and bottom waler, and 2x8 vertical boards. All construction will use stainless steel hardware and all lumber will be marine grade. each side with cost approximately 5800. for labor and materials. Please let me know if you would like to adjust the estimate to reflect these added items.	1	\$0.00	\$0.00

Total \$80,548.50

Accepted date

Accepted by

Contact Us

TIGRIS Aquatic Services LLC

11232 Saint Johns Industrial Parkway North Ste 4

Jacksonville, Florida 32246 smetzger@tigrisusa.com 904-714-5815



Quote: 311349

Quote Date: 09/05/2025 Expiration Date: 10/05/2025

Bill To:

Shearwater/Trout Creek CDD Goodhope Court Outfall St. Augustine, Florida 32259

Customer: Shearwater/Trout Creek CDD

Goodhope Court Outfall St. Augustine, Florida 32259

Description Unit Price Qty Amount

Repair, Restoration and Rehabilitation

The following proposal is based on the engineering recommendations and our site visit. We are proposing a chemical grout that is designed to fill the void and turn all the surrounding dirt under the structure into a solid that would be stronger than crystalline bedrock.

Tigris proposes to:

Solution: Install AP Fill 700 is a single component, water-activated, hydrophobic, low viscosity, closed cell polyurethane injection resin. And will fill void and once cured turn solid along with everything that it has encapsulated.

Step 1: Mobilize with material, pumps, equipment, and injection pipes.

Step 2: Drill and install 12 to 14 injection ports in a 2' grid pattern.

Step 3: Inject and monitor other ports moving along the sides voids and stabilize the soil.

Step 4: Seal ports with Hydraulic Cement

Step 5: Clean up of site and de-mobilization.

Mobilization / Setup / drilling ports / pumping / sealing ports w/ Hydraulic cement / Clean up Pricing *\$34,275.00

*Pricing is based on injecting 80 Gallons AP 700.

Option: Re-slope the bank on the one side with hand tools, filter fabric and sod with Bahia, sod will be pinned to the slope (approximate area is estimated at 200 Sq' or a 10'x20' area.

Pricing for this option on one side of bank erosion \$6,750.00

\$41,025.00 1 \$41,025.00

Total Project Cost with both items \$41,025.00

Outfall Structure Repair Please Note: Any revisions or modifications to the specifications, on proposal (accordingly). Additional AP-700 if needed above the base gallon of material and labor. You will be notified by our onsite team if structures. This overage amount is based on installing the additional work quoted.	bid amounts stated above will be installed at \$205.00 per f the voids are larger than estimated under the slab
The following notes apply to this proposal:	
If the following terms are acceptable, this project will commence with on good weather.	h three weeks' notice once project is awarded and is based
Project will be scheduled upon receipt of a signed contract. Deposit	of 50% with balance due at completion.
Prices quoted are good for twenty-five (25) days from date of quote fuel.	due to the rising costs of materials and the fluctuating cost of
All materials, equipment, and labor to be supplied by Tigris.	
Repairs will take approximately two (2) days to complete (weather p	permitting).
Tigris reserves the right to postpone any project in the event of a na putting the welfare of the community first.	tural disaster (hurricane, tornado, flood, etc.) or act of terror,
Safety will be taken by all employees. IMPORTANT: AT NO TIME S PORTS ARE UNDER PRESSURE AND CAN CAUSE SERIOUS DA BLINDNESS). WE WILL REMOVE ALL PORTS AT THE PROPER T	AMAGE TO PERSON OR PROPERTY (INCLUDING
Deposit & Payment	Summary

Deposit Required: 50% (\$20,512.50)	Subtotal: \$41,025.00
Deposit Due: 50% (\$20,512.50)	Total: \$41,025.00

Terms & Conditions

TERM AND TERMINATION: THIS AGREEMENT HAS AN AUTOMATIC RENEWAL CLAUSE. The term of the Agreement for annual services and/or annual product as described above shall commence on the date when both parties have executed this Agreement and shall continue for twelve consecutive months (the "Initial Term"). Unless either party hereto provides the other party with written notice at least ninety (90) days prior to the end of the Initial Term or any subsequent renewal term, this Agreement shall automatically renew for subsequent additional terms, with each subsequent term having a duration equal to the Initial Term. Notwithstanding anything set forth herein to the contrary, either party may terminate this Agreement upon 30 days written notice to the other party; provided that in the event the Customer terminates this Agreement, the Customer must provide payment to TIGRIS Aquatic Services, LLC (TIGRIS) for all services rendered prior to the effective date of termination.

PRICE INCREASE: Following the initial term, the prices listed above can be increased by a percentage which shall not exceed five (5%) percent. TIGRIS may petition Customer at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator. New areas to be covered will be pro-rated to the program cost at the rates in effect at the time.

PAYMENT: All payments for services rendered under this contract are due within 30 days from the invoice date. If payment is past due 60 days or more, TIGRIS reserves the right to postpone service until the total amount due, including finance charges, is paid in full. Upon receipt of payment TIGRIS will inspect the service area; if conditions have changed significantly due to the interruption of service, additional fees will be incurred to return it to normal status.

Credit card payments incur a 3.5% service fee. An annual rate of 18% will be assessed on all accounts over 30 days. Should it become necessary for TIGRIS to bring action for collection of monies due and owing under this Agreement, Customer agrees to pay costs incurred by TIGRIS from such collection

VENDOR COMPLIANCE: An additional fee will be charged if customer requires specific Vendor Portal Sites or vendor compliance memberships.

PROPERTY DAMAGE/LIMITATION ON CLAIMS: Allegations of property damage resulting from the services rendered by TIGRIS must be submitted in a written report with pictures included, filed directly with respective Account Manager within fifteen (15) days. TIGRIS will review the report, determine a fair and equitable resolution, and respond within a timely manner. Customer agrees that any claims Customer has against TIGRIS must be filed within one (1) year from the date of termination of this Agreement.

LIMITATION OF LIABILITY: Neither party will be liable to the other party for any special, indirect, consequential, or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption, based on any claim under this agreement, even if such party has been advised of the possibility of such damages. Customer hereby agrees to indemnify, defend and hold harmless TIGRIS from and against any and all liabilities, obligations, damages, penalties, fines, loss, awards, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs), relating to any claim, action or proceeding initiated or threatened by a third party (collectively "Losses") incurred by or imposed upon TIGRIS as a result of Customer's negligence or intentional misconduct. TIGRIS hereby agrees to indemnify, defend and hold harmless the Customer from and against all Losses incurred by or imposed upon the Customer as a result of TIGRIS's negligence or intentional misconduct provided however that TIGRIS shall not be responsible for any Losses due in whole or in part to Customer's negligent acts or omissions.

INSURANCE: TIGRIS shall carry Worker's Compensation and Employer Liability, Commercial General Liability, Professional Liability, and Property Damage Insurance which shall remain in full effect throughout this Agreement. Customer will be an insurance certificate holder and named as an additional insured. Copies of certificates of insurance naming the Customer as additionally insured will be provided upon request.

EQUIPMENT: TIGRIS will furnish all labor, equipment, materials, supervision and taxes and has provided proper instruction of all safety measures to its personnel. TIGRIS is licensed and registered by the State of service for the use of aquatic herbicides.

ENTIRE AGREEMENT: This Agreement constitutes the complete understanding between the parties hereto and supersedes any prior understandings whether written or oral between the parties relating to the subject matter hereof. SIGNING AND RETURNING this document authorizes TIGRIS to perform the services and/or have product(s) delivered as stipulated within this agreement. This agreement is based on current Federal, State and local rules and regulations. Any changes to these rules that affect how our operations are carried out may require changes to this Agreement. The property representative would be notified in writing in the event of any such changes. By signing this document, I acknowledge I have the authority to authorize TIGRIS to perform the services outlined in this agreement.

Cus	Customer Approval		
			_
Customer Signature	Name	Date	

BAGGS CONSTRUCTION

Control Structure Repair Proposal

Baggs Construction LLC

Prepared by:

Adam Dilg, Adam.Dilg@gmail.com, 904-251-5727

[)evel	oper/	Cont	ractor	

Michael Yuro

Project Name		
Control Structure Repair		
Date		
Thursday, September 4, 2025		
Contact		

Plan Date	8/13/2025
Soils Report Company & Date	NA

Inclusions

Bid Item	QTY	UNIT	Unit Price	Total
Mobilization/General Conditions	1	LS	\$5,500.00	\$5,500.00
Erosion Control	1	LS	\$1,500.00	\$1,500.00
Pump Flowfill into Void(first 10 CY)	10	CY	\$775.00	\$7,750.00
Remove select rip rap-Install and remove forms	1	LS	\$5,000.00	\$5,000.00
Bypass water flow	1	LS	\$3,200.00	\$3,200.00
Dress up shoulders of structure and install sod	1	LS	\$1,100.00	\$1,100.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			Total	\$24,050.00

	Bid Item			QTY	UNIT	Unit Price	Total
Pump Flov	vfill into Void(additiona	ıl yards)		28	CY	\$600.00	\$16,800.00
					Total	\$16,800.00	
YES	Mobilizations are for or Construction will be on			se. Additional	mobilizations	for any reason be	yond the control of Baggs
YES	It is assumed that all on-site soils, are suitable (no unsatisfactory soils) for site grading.						
YES	Baggs Construction will underground installation unmarked private utilitie	ns that are "pr	ivately owned" and n	ot available th	_		s, wiring, and other s well as the cost of repairs of
YES	Sequencing and phasing	Sequencing and phasing of the work will be determined by Baggs Construction.					
YES	All Water, sewer and room	of drains s sto	op 5' from building. P	lumber makes	connection.		
YES		•		•	•		_

Valid yes/no	Exclusions
YES	Demolition and removal of structures not shown on plans
YES	Demolition and removal of hidden or buried structures, items, debris, or contaminated, unsuitable or hazardous soils or materials.
YES	All underdrain or underdrain evaluation testing
YES	Soil testing /engineering. All material testing to be provided by others
YES	Permitting or associated fees

YES	Lot drilling, underdrain assessment or other exploritory geotechnical investigations
YES	Seeding, Mulch, fertilizer etc.
YES	All aspects of structural excavation, backfill, structure grading
YES	Impact or development fees
YES	Water meters
YES	Electric, Gas or telecom purchase or installation
YES	Textura Fees
YES	Screen Wall or any other walls
YES	Landscaping or irrigation
YES	Import of topsoil
Valid	
yes/no	Terms
YES	The state of the s
ILJ	Jurisdiction for any disputes is project location, State of Florida.
ILS	Subcontract language acceptable to Baggs Construction. This proposal is for items specifically listed in the inclusions above, and
123	Subcontract language acceptable to Baggs Construction. This proposal is for items specifically listed in the inclusions above, and the inclusions, exclusions, stipulations and terms contained herein shall become an attachment to the contract that defines our scope
YES	Subcontract language acceptable to Baggs Construction. This proposal is for items specifically listed in the inclusions above, and the inclusions, exclusions, stipulations and terms contained herein shall become an attachment to the contract that defines our scope of work. Any additional work not specifically listed above is assumed to be excluded from this proposal. In the event of conflicting
	Subcontract language acceptable to Baggs Construction. This proposal is for items specifically listed in the inclusions above, and the inclusions, exclusions, stipulations and terms contained herein shall become an attachment to the contract that defines our scope
YES	Subcontract language acceptable to Baggs Construction. This proposal is for items specifically listed in the inclusions above, and the inclusions, exclusions, stipulations and terms contained herein shall become an attachment to the contract that defines our scope of work. Any additional work not specifically listed above is assumed to be excluded from this proposal. In the event of conflicting terms between this scope and any other contract documents, the terms and exclusions shown herein shall prevail.
YES YES	Subcontract language acceptable to Baggs Construction. This proposal is for items specifically listed in the inclusions above, and the inclusions, exclusions, stipulations and terms contained herein shall become an attachment to the contract that defines our scope of work. Any additional work not specifically listed above is assumed to be excluded from this proposal. In the event of conflicting terms between this scope and any other contract documents, the terms and exclusions shown herein shall prevail. All schedules and schedule modifications must be mutually agreed upon or they shall be considered invalid
YES YES YES	Subcontract language acceptable to Baggs Construction. This proposal is for items specifically listed in the inclusions above, and the inclusions, exclusions, stipulations and terms contained herein shall become an attachment to the contract that defines our scope of work. Any additional work not specifically listed above is assumed to be excluded from this proposal. In the event of conflicting terms between this scope and any other contract documents, the terms and exclusions shown herein shall prevail. All schedules and schedule modifications must be mutually agreed upon or they shall be considered invalid Delays outside of the control of subcontractor shall not be used to hold subcontractor at fault for a schedule or project delay We ask that retainage be limited to 5% and stored materials are paid promptly If at any time, changes are made to the project plan or specification data, revisions are to be forwarded without request to Baggs
YES YES YES	Subcontract language acceptable to Baggs Construction. This proposal is for items specifically listed in the inclusions above, and the inclusions, exclusions, stipulations and terms contained herein shall become an attachment to the contract that defines our scope of work. Any additional work not specifically listed above is assumed to be excluded from this proposal. In the event of conflicting terms between this scope and any other contract documents, the terms and exclusions shown herein shall prevail. All schedules and schedule modifications must be mutually agreed upon or they shall be considered invalid Delays outside of the control of subcontractor shall not be used to hold subcontractor at fault for a schedule or project delay We ask that retainage be limited to 5% and stored materials are paid promptly
YES YES YES YES	Subcontract language acceptable to Baggs Construction. This proposal is for items specifically listed in the inclusions above, and the inclusions, exclusions, stipulations and terms contained herein shall become an attachment to the contract that defines our scope of work. Any additional work not specifically listed above is assumed to be excluded from this proposal. In the event of conflicting terms between this scope and any other contract documents, the terms and exclusions shown herein shall prevail. All schedules and schedule modifications must be mutually agreed upon or they shall be considered invalid Delays outside of the control of subcontractor shall not be used to hold subcontractor at fault for a schedule or project delay We ask that retainage be limited to 5% and stored materials are paid promptly If at any time, changes are made to the project plan or specification data, revisions are to be forwarded without request to Baggs

BAGGS CONSTRUCTION

Soils Report Company & Date

Crosswalk installation Proposal

Baggs Construction LLC

Prepared by:

904-251-5727

NA

Adam Dilg, Adam.Dilg@gmail.com,

Developer/Contractor:	Project Name
Michael Yuro	Crosswalk insatllation
	Date
	Friday, September 5, 2025
	Contact
Plan Date	8/1/2025

Inclusions

Bid Item	QTY	UNIT	Unit Price	Total
Mobilization/General Conditions	1	LS	\$10,450.00	\$10,450.00
Install 5' Wide concrete curb ramp	2	EA	\$6,050.00	\$12,100.00
Install 10' wide crosswalk striping	1	LS	\$6,875.00	\$6,875.00
Signs	1	LS	\$8,250.00	\$8,250.00
Grading/Cleanup/restoration	1	LS	\$2,750.00	\$2,750.00
				\$0.00
				\$0.00
				\$0.00

YES Mobilizations are for one time only, unless stated otherwise. Additional mobilizations for any reason beyond the control of Baggs Construction will be on a T&M basis.

Baggs Construction will notify 811 for utility locates. Location marking of underground utilities, services, wiring, and other underground installations that are "privately owned" and not available through the "one-call state law" as well as the cost of repairs of unmarked private utilities shall be by Developer or General Contractor.

YES Sequencing and phasing of the work will be determined by Baggs Construction.

Valid yes/no	Exclusions
YES	Demolition and removal of structures not shown on plans
YES	Demolition and removal of hidden or buried structures, items, debris, or contaminated, unsuitable or hazardous soils or materials.
YES	As-built data and drawings
YES	Soil testing /engineering. All material testing to be provided by others
YES	Textura Fees
Valid	
yes/no	
y C3/110	Terms
YES	Terms Jurisdiction for any disputes is project location, State of Florida.
YES	Jurisdiction for any disputes is project location, State of Florida. Subcontract language acceptable to Baggs Construction. This proposal is for items specifically listed in the inclusions above, and the inclusions, exclusions, stipulations and terms contained herein shall become an attachment to the contract that defines our scope of work. Any additional work not specifically listed above is assumed to be excluded from this proposal. In the event of conflicting
YES	Jurisdiction for any disputes is project location, State of Florida. Subcontract language acceptable to Baggs Construction. This proposal is for items specifically listed in the inclusions above, and the inclusions, exclusions, stipulations and terms contained herein shall become an attachment to the contract that defines our scope of work. Any additional work not specifically listed above is assumed to be excluded from this proposal. In the event of conflicting terms between this scope and any other contract documents, the terms and exclusions shown herein shall prevail.

YES	If at any time, changes are made to the project plan or specification data, revisions are to be forwarded without request to Baggs Construction for price and schedule revisions
YES	Baggs Construction reserves the right to withdraw this bid at any time prior to contract execution
YES	This proposal is confidential and may not be released without written consent of Baggs Construction

Tab 3



August 2025 Maintenance Report

Trout Creek CDD Phase 1
Trout Creek CDD Phase 3

PRESTIGE LANDSCAPES OF NORTH FLORIDA
CHRIS KENNY - OWNER
904-315-8041
St. Johns, Florida 32260
chris@pliflorida.com



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

August, 2025

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

Re: Landscape Maintenance Service Report

Below is the landscape maintenance report for Trout Creek CDD Ph 1.

Weekly Maintenance

Maintenance crew is focused on completing our weekly maintenance program within ph1. Our detail personal has been busy preforming weekly weed control within plant beds, removing fallen limbs from tree canopies, removing vine that exposes through plant materials.

Detail crew completed trimming all Viburnum shrub lines that border the CDD and homeowners property.

Irrigation

From a mechanical stand point the ph1 irrigation system is fully operational. Our team has repaired all vales that were not operating properly and uncovered all valve boxes (most were buried up to 12" in dirt/leaf debris). Currently we have all turf zones operating on battery timers, and will be holding on repairing the 2wire until the entry construction is complete. There are far to may zones that are affected by the construction area to bring the 2wire path online. Bringing the path online will only cause more issues each time the 2wire is compromised by construction.

Agronomics

Fert/chem has completed all turf fertilization, post weed applications, and pre-m in all turf/shrub areas within ph1. Our team manually water the turf zones after fertilization was applied. Please see attached reports.

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

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



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

August, 2025

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

Re: Landscape Maintenance Service Report

Below is the landscape maintenance report for Trout Creek CDD Ph 3.

Weekly Maintenance

Maintenance crew is focused on completing our weekly maintenance program within ph3. Our detail personal has been busy preforming weekly weed control within plant beds, removing fallen limbs from tree canopies, removing vine that exposes through plant materials.

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 1x per week on plant bed areas.

Agronomics

Fert/chem has completed all turf fertilization, post weed applications within ph3. Our team manually waters the turf zones after fertilization was applied. Please see attached reports.

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

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



LAI	1 D	SC	APE	5	W. O. #	_		<u>-</u>
Irrigation Inspection Report				Name	Martha	a Ct. Comm	on Area	
					Address	_		
				Date	8/4/2025	pg1_	_of1	
START TIME(S) 7pm		А		Water Sou	ırce	Reclaim		
START TIME(S)			В				Rain Bir	d ESP-ME3
START 1	ΓΙΜΕ(S)		С		Rain/Free:			No
Program				Run Day	S			
А	S	M	Т	W	TH	F	S	
В	S	M	Т	W	TH	F	S	
С	S	М	Т	W	TH	F	S	
		T			1			
ZON	IE#	#1 - 14						
TYPE (S	,R,B,D)	S, R						
RUN TIME		14hr						
PROG	iRAM	А						
ADJUST	MENTS	Yes						
PARTIL CLOGS								
STRAIGH	HTENED	Yes						
		I						
BROKE	N PIPE							
BROKEN								
BROKEN SEVERLY CLC								
ZL ZL								
CHANG	E TO 6"							
CHENGE								
CHANGE POI								
RAISE I	HEADS							
MISSING	HEADS							_
NON TURN	ING HEADS							
VALVE F	AILUER				1			
ZONE	GOOD	Х						
Comments	:	System is p	properly fu	nctioning	with no maj	jor issues.		

DI		ST	T		W. O. #	-		
LA	ND	50	AP	ES	Name	Timbe	rwolf Clock	ph3-A
					Address	SWP Turf		
	Irrigation	Inspection I	Report		Date	8/4/2025	pg1	of4
START	TIME(S)	7pm	А		Water Sou	rce	Recl	aim
	TIME(S)		В		Clock Type	!	Hunter	ACC2
	TIME(S)		С		Rain/Freez		Υe	25
Program				Run Days				
Α	S	M	T	W	TH	F	S	
В	S	М	Т	W	TH	F	S	
С	S	М	Т	W	TH	F	S	
								-
ZON	NE#	3,5,6,8,9,1	0,11,13,14,	.15,16,17,1	19,20,21,23	,27,30,33,34	1,36,37,40	
TYPE (S,R,B,D)		R						
RUN	TIME	9 hr.						
PROG	GRAM	Α						
ADJUST	MENTS	Х						
PARTIL	. CLOGS	х						
STRAIG	HTENED	х						
BROKE	N PIPE							
BROKEN	N HEADS							
	NOZZLES							
	OGGED NOZ- LE							
CHANG	E TO 6"							

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

CHENGE TO 12"

CHANGE POP UP TO RIS-

RAISE HEADS
MISSING HEADS
NON TURNING HEADS
VALVE FAILUER
ZONE GOOD

Х

PRESTIC	JE
LANDSCAP	

PI	3 F.	ST	TC	TE	W. O. #	_	-	-
LA	ND	SC	AP	ES	Name	Timber	wolf Clock	ph3-A
OFN	JORTH	+ FLOR	RIDA,	ING.	Address	Tiı	mberwolf Tu	rf
	Irrigation I	nspection R	Report		Date	8/4/2025	pg2	of4
START	ΓΙΜΕ(S)		Α		Water Sou	rce	Recl	aim
START 1		7pm	В		Clock Type	!	Huntei	ACC2
START	ΓΙΜΕ(S)		С		Rain/Freez	e Switch	Υe	es
Program				Run Days	5			_
Α	S	M	T	W	TH	F	S	
В	S	М	Т	W	TH	F	S	
С	S	М	Т	W	TH	F	S	
ZON	IE#	1	18,50,53,5	4,56,57,58	3,59,60,62,6	3,64,71,73,7	74,76,77,78	,79
TYPE (S	,R,B,D)	R						
RUN TIME		10.3 hr.						
PROG	SRAM	В						
		.,						1
ADJUST		X						
PARTIL		X						
STRAIGI	TIENED	Х						
BROKE	N PIPF							
BROKEN								
BROKEN								
SEVERLY CLC								
Zl								
CHANG								
CHENGE CHANGE PO								
E								
RAISE I								
(COVE								
MISSING								
NON TURN					+			
VALVE F		V						
ZONE	GUUD	Х		<u> </u>				<u> </u>
Comments	•	System run	ning good	no maior	issues as of	f now		
201111111111111111111111111111111111111	•	System run	6 6000	,	.55465 45 0			



ANDSCAPES					Name	Timberwolf Clock ph3-A		
OF NORTH FLORIDA, INC.					Address	SWP Shrubs/Trees		ees
	Irrigation I	nspection	Report		Date	8/5/2025	pg3	_of4
START 1	TIME(S)		Α		Water Sou	rce	Red	claim
START 1			В		Clock Type	-		er ACC2
START 1		11pm	С		Rain/Freez	-		es
	, ,	•			•	-		
Program				Run Days				-
Α	S	М	Т	W	TH	F	S	
В	S	М	T	W	TH	F	S	
С	S	М	Т	W	TH	F	S	
ZON	IE#		12,18,22,2	4,25,26,28,	29,31,32,3	5,38,39		T
TYPE (S	5,R,B,D)	S						
RUN	TIME	6 hr.						
PROG	SRAM	С						
	1							
ADJUST		Х						
PARTIL		Х						
STRAIG	HTENED							
DDOVE	N DIDE							
BROKE BROKEN								
BROKEN								
SEVERLY CLC								
ZL								
CHANG	E TO 6"							
CHENGE								
CHANGE POI								
RAISE I								
(COVE								
MISSING	HEADS							
NON TURN	ING HEADS							
VALVE F	AILUER							
ZONE	GOOD	Х						
Comments	:							



Irrigation Inspection Report

W. O. #	
Name	Timberwolf Clock ph3-A
Address	Timberwolf Shrubs/Trees
Date	8/5/2025 pg4of4_

START TIME(S)	Α
START TIME(S)	В
START TIME(S)	C

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

12am START TIME(S) Program

> VALVE FAILUER ZONE GOOD

Program		Run Days								
Α	S	М	Т	W	TH	F	S			
В	S	М	Т	W	TH	F	S			
С	S	М	Т	W	TH	F	S			
D	S	М	Т	W	TH	F	S			

	Т					
ZONE #	43,45,47,4	9,52,56,61	,65,66,68,6	9,70,72,75	,80	
TYPE (S,R,B,D)	S					
RUN TIME	5.45 hr.					
PROGRAM	D					
ADJUSTMENTS	Х					
PARTIL CLOGS	Х					
STRAIGHTENED						
BROKEN PIPE						
BROKEN HEADS						
BROKEN NOZZLES						
SEVERLY CLOGGED NOZ-						
ZLE						
CHANGE TO 6"						
CHENGE TO 12"						
CHANGE POP UP TO RIS-						
RAISE HEADS						
MISSING HEADS						
NON TURNING HEADS						

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



PI	RE	ST	IG	E	W. O. #		-	<u>-</u>
LA	ND	SC	AP RIDA,	ES	Name	Shearwater	Parkway C	lock ph3B-A
		_			Address	S	WP_Cal Tu	rf
	Irrigation I	nspection F	Report		Date	8/6/2025	pg1	_of4
START T	TIME(S)	5pm	А		Water Sou	rce	Red	claim
START	ΓΙΜΕ(S)		В		Clock Type	-	Hunte	er ACC2
START ⁻	ΓΙΜΕ(S)		С		Rain/Freez	e Switch	Υ	'es
Program				Run Days		_		7
A	S	M	T	W	TH	F	S	
В	S	M	T	W	TH	F -	S	
С	S	М	Т	W	TH	F	S	
ZON	NE #	3,5,7,10,12	,15,16,17,	18,20,21,2	2,25,30,31,	32		
TYPE (S		R						
RUN		11 hr.						
PROG	RAM	Α						
ADJUST	MENTS	х						
PARTIL	CLOGS	х						
STRAIGI	HTENED	х						
	-				<u> </u>	· ·		
BROKE	N PIPE							
BROKEN								
	NOZZLES							
SEVERLY CLC								
CHANG	E TO 6"							
CHENGE	TO 12"							
CHANGE PO	P UP TO RIS-							
RAISE	HEADS							
MISSING								
NON TURN								
VALVE F								
ZONE		х						
Comments	:	System run	ning good,	no major	issues as of	now		



Irrigation Inspection Report

Х

START TIME(S)

START TIME(S)

START TIME(S)

ZONE# TYPE (S,R,B,D)

RUN TIME

PROGRAM

ADJUSTMENTS

PARTIL CLOGS STRAIGHTENED

BROKEN PIPE BROKEN HEADS BROKEN NOZZLES SEVERLY CLOGGED NOZ-ZLE CHANGE TO 6" CHENGE TO 12"

CHANGE POP UP TO RIS-

RAISE HEADS MISSING HEADS NON TURNING HEADS VALVE FAILUER ZONE GOOD

S

S

Program Α

В

ST	[G	E	W. O. #		<u>-</u>	
SC/ FLORI	DA, II	5	Name	Shearwater	Parkway Cl	ock ph3B-A
			Address	S	hrubs_Tree	S
nspection	spection Report			8/6/2025	pg2	_of4
	Α		Water Sou	rce	Rec	laim
8pm	В		Clock Type	_	Hunte	r ACC2
	С		Rain/Freez	e Switch	Υ	es
		Devis Dis				
М	Т	Run Days W	TH	F	S	7
M	T	W	TH	F	S	_
М	Т	W	TH	F	S	
						_
1,4,6,8,9,1	1,14,19,23 	,24,26,28, <u>:</u> 	29,32,35 			
S 7.7 hr.						
B						
В						
Х						
		ı		<u> </u>		T

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



START TIME(S) START TIME(S)

START TIME(S)

ZONE #

TYPE (S,R,B,D)

RUN TIME

PROGRAM

ADJUSTMENTS

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

Program

Α

В

С

RE	ST	TG	11	W. O. #			-
NORTH	SC	AP	ES	Name	Shearwater	Parkway Cl	ock ph3B-A
		,,		Address		Seaforth Tur	f
Irrigation I	nspection	Report		Date	8/6/2025	pg3	_of4
TIME(S)		Α		Water Sou	rce	Rec	laim
TIME(S)		В		Clock Type	<u> </u>	Hunte	r ACC2
TIME(S)	430am	С		Rain/Freez		Υ	es
			Run Days	i			
S	М	Т	W	TH	F	S	
S	М	Т	W	TH	F	S	1
S	М	Т	W	TH	F	S	1
NE#	37,38,39,4	0,41,42,43		•			
S,R,B,D)	R						
TIME	2.15hr						
GRAM	С						
	T	1		T	1	ı	
TMENTS	Х						
L CLOGS	Х						
HTENED	Х						
	T	T		1	1	T	1
EN PIPE							
N HEADS							
NOZZLES							
OGGED NOZ-							
GE TO 6"							
E TO 12"							
OP UP TO RIS-							
HEADS							
G HEADS							
NING HEADS		_				_	
FAILUER							
_							

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

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.					W. O. #	<u> </u>		
					Name	Shearwater Parkway Clock ph3B-A		
					Address	Cart Path		
Irrigation Inspection Report				Date	8/6/2025	pg4_	_of4	
START TIME(S)		A			Water Sou	irce	Reclaim	
START TIME(S)			В		Clock Type Rain/Freeze Switch		Hunter ACC2	
START TIME(S)			С				Yes	
START TIME(S)		3am	D					
Program Run Days							_	
Α	S	М	T	W	TH	F	S	
В	S	М	T	W	TH	F	S	
С	S	М	T	W	TH	F	S	
D	S	М	Т	W	TH	F	S	
				I.		L		
ZON	IE#	44,45,46,4	7,48,49,50	,51,52,53				
TYPE (S,R,B,D)		S						
RUN TIME		2.2 hr						
PROGRAM		D						
					•			
ADJUSTMENTS		х						
PARTIL CLOGS		Х						
STRAIGHTENED								
BROKEN PIPE								
BROKEN HEADS								
BROKEN NOZZLES								
SEVERLY CLOGGED NOZ-								
ZLE CHANGE TO 6"								
CHENGE TO 12"								
CHANGE POP UP TO RIS-								
ER								
RAISE HEADS								
(COVERAGE)								
MISSING HEADS								
NON TURNING HEADS								
VALVE FAILUER								
ZONE GOOD		Х						
Comments	:	System rur	ning good	, no major	issues as o	f now		



Prestige Landscapes of North Florida, Inc.

Shearwater Phase 1 CDD

Date: 8/19/25-8/21/25

Total Gallons Used: 16

Square footage- +/- 8 Acres

-Products Applied24-2-11 @ 1 lb N per 1000 Sqft
Avenue South @ 1.5 oz per 1,000 sq ft
Dismiss @ 7 oz per acre

Performed granular fertilizer application to turf areas after core removal aeration to add to the growth, health, and color. Once watered in, expect to see results in the next 10-21 days. Applied liquid weed control as spot treatment to start killing weeds present in 10-21 days once watered in.



Prestige Landscapes of North Florida, Inc.

Shearwater Phase 3 CDD

Date: 8/12/25-8/15/25

Total Gallons Used: 36

Square footage- +/- 27 Acres (106 Bags)

-Products Applied24-2-11 @ 1 lb N per 1000 Sqft
Avenue South @ 1.5 oz per 1,000 sq ft
Dismiss @ 7 oz per acre

Performed granular fertilizer application to turf areas after core removal aeration to add to the growth, health, and color. Once watered in, expect to see results in the next 10-21 days. Applied liquid weed control as spot treatment to start killing weeds present in 10-21 days once watered in.





PRESTIGE

OF NORTH FLORIDA, INC.

PRESTIGE LANDSCAPES OF NORTH FLORIDA CHRIS KENNY - OWNER 904-315-8041 St. Johns, Florida 32260 chris@pliflorida.com



Trout Creek CDD: Monthly Report

August 2025

Fungus/Pest/Fertilizer:

- Herbicide applied to landscape beds
- Weeds hand pulled in landscape beds and plant material
- Granular Fertilizer applied to st. Augustine grass all over phase 2
- Turf has been treated for weeds and a fertilizer has been applied

•

Maintenance:

- Weekly mowing service throughout phase 2
- Weekly trail maintenance (mowing)
- Bushes at the outpost have been trimmed, and weeds sprayed
- Trimming of roses at outpost
- Jasamine at outpost round about trimmed and beds weeded
- Warranty sod at the outpost (more coming)
- Trimming of hedges between ashbury st. and falls dr.
- New sod in green space in the hammock community between gilchrist and blue bonnet way. (14 pallets)
- 1037 bales of pine straw installed in the 360 communities to cover all CDD maintained areas in this community
- We have continued to trim privacy hedges on shearwater blvd.

Upcoming month:

- continued trimming of privacy hedges in PH2
- weed control in the landscape beds
- As the temperatures drop in the coming months we will start the seasonal cut backs of trees and ornamental grasses
- Cutting of roses in middle medians.
- More warranty sod coming at outpost as well as the jea on Windley, beside 999 windley dr.

Irrigation:

- All irrigation has proper run times and coverage
- Running three times a week (Tuesday and Friday and Sunday)
- We have new sod throughout shearwater, until the new grass is firmly rooted there will be multiple zones running more than normal.
- We changed the run times on some zones and we are seeing less damaged irrigation heads from "vandalism"
- We are seeing a lot of struggling turf through phase two, we feel this is because there is no water pressure at night when the system is set to run. We are manually running zones when we can to try to combat this but just wanted to report what we are seeing. Hoping the recent fertilizer is going to help.



Spray Report

Customer: Tree Amigos

Property: Shearwater

Date: 8/13-8/21/25

Area treated +/- 25 acres

Total Gallons used: 3000

Product:

6-0-0 @ 3lbs per acre

Princep @ 64oz per acre

Barricor @ 12oz per acre(IPM)

24D @ 10oz per acre(IPM)

MSM @ .3oz per acre (IPM)

Cryder @ 1oz per acre(IPM)

The target for this application was to improve overall health, color and growth of the turf. Curative Insecticides were applied to eliminate any turf damaging insects as needed. Pre and post emergent herbicides were used to eliminate/ prevent Broadleaf weeds as needed.

Application must be watered within 24hrs. Expect to see results in 10-14 days.

Tab 4



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Phone: 904-997-0044

Service Report

Date: August 28, 2025 **Biologists:** Jim Charles

Justin Powers, Rich Powers

Client: Trout Creek CDD

Waterways: 43 ponds

Note: Second report for August.

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

boat.



Pond 9c: Pond was in poor condition. One of the homeowners at the access point asked us to refrain from using that access in the future. I will discuss this issue with you.



Pond 10a: Pond was in fair condition. The water level is good. Treated algae and perimeter weeds by boat.



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



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



Pond 11c: Pond was in good condition. The water level is normal. Treated for minor perimeter weeds.



Jim Charles



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Phone: 904-997-0044

Service Report

Date: August 29, 2025 Technician: Justin/ Rich Powers

Client: Shearwater Pillars

Conditions: Overcast, 85 F.

Technicians pressure washed all sides of the pillars targeting the mold, mildew, feces, algae, webs, etc. Mineralization is slowly happening on pillars, primarily on front face and foundations.

Before Cleaning:





After Cleaning:





6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Phone: 904-997-0044

Service Report

Date: September 8, 10, 2025 **Biologists:** Jim Charles

Justin Powers, Rich Powers

Client: Trout Creek CDD

Waterways: 43 ponds

Note: First report for September.

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



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



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



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



Pond 2a: This pond was in fair condition. The water level is normal. Scheduled for perimeter treatment. Turf too wet today.



Pond 2b: This pond was in good condition. The pond level is normal.



Pond 3a: This pond was in fair condition. The water level is normal.



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



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

grass.



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



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



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



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



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



Pond 9c: Pond was in poor condition. The water level was normal. Treated for algae and submersive weeds.





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



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



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



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





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



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



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



Pond 14: Pond was in fair condition. The water level is good. Treated perimeter for torpedo grass..



Pond 14b: Pond was in fair to good condition. The water level is normal. Treated for algae.



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



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



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



Pond 22A: Pond was in fair to good condition.



Pond 22B: Pond was in fair condition. The water level is good. Scheduled for perimeter treatment next week.



Pond 23A: Pond is in good condition. The water level is good. Treatment of perimeter for Duck potato last month had good results.



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



Pond 24a: Pond was in fair to good condition. Pond level is good.



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



Pond 24c: Pond has filled but very turbid.



Pond 28A: Pond was in good condition. The water level is good.



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



Pond 29B: Pond was in poor condition. The water level is good. Treated Duck potato and torpedo grass.



Pond 29A: Pond was in fair condition. Water level is normal. Treated for Duck potato.



Pond 31: Pond is in improved condition. The water level is normal.



Pond 33: Pond was in fair condition. The water level is normal. Treated perimeter for Duck

potato by boat.



Pond 34: Pond was in poor condition. The water level is good. Treated for algae.



Pond 35: Pond is in fair condition. Water level is normal. Treated perimeter for cattails, Duck potato and torpedo grass by boat.



Pond 36: Pond was in improved condition. Water level is good. Treated for minor cattails. Missed picture.

Jim Charles

Tab 5

Trout Creek CDD GM/AGM Operations Report for September 17, 2025

Administration:

- Assisted Colden Company and Hi-Tech Systems with the camera's installation due to lightning strike
- Property drive with Ruppert Landscape
- Property drive with Prestige Landscape
- Boardwalk inspection with staff
- Monthly meeting with Chairman Clint Wright
- Monthly meeting with Assistant Supervisor Ronnie Murphy
- Monthly meeting with Assistant Supervisor Vincent Sajkowski
- Monthly meeting with Vice Chairperson Heather Loffredo
- Conducted budget meeting with staff and all departments
- Conducted weekly staff meeting (every Thursday)
- Maintenance inspection with maintenance supervisor (bi-weekly)
- Attended the monthly FSR lifestyle collaboration call
- Worked with vendor Southern Breeze on multiple projects
- Assisted Northern Helm with website development and survey
- Attended meeting with Regional Director and Vice President of FirstService Residential regarding budget/ contract
- Attended FirstService Residential HR training session
- Worked with Beachside High School swim team regarding using district pool, their coach decides not to move forward with this as it would conflict with their desired hours
- Conducted appreciation lunch for staff to boost morale and show managements thanks
- Attended RecNet collaboration meeting
- Attended Jacksonville Engagement Committee meeting with FirstService Residential
- Attended meeting with County Commissioner Sarah Arnold and Vice Chairperson Heather Loffredo regarding TCA traffic and golf cart usage
- Assisted Lifestyle with Labor Day weekend events

Kayak Hub:

- August Square Café Category Sales Report (attached)
- August TCCDD Square Sales Report (attached)
- August Square Café Sunday Category Sales Report (attached)

Lifestyle:

- August Profit & Loss Report (attached)
- August Lifestyle Summary Report (attached)

Maintenance/Vandalism/Mischief Issues:

Maintenance August Report (attached)

BELYNDA THARPE

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

JESSICA KNUTELSKY

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



Category	Items Sold	Gross Sales
Uncategorized	25	\$44.75
CANDY	194	\$228.50
CHIPS	37	\$74.00
CHIPS & COOKIES	71	\$125.50
DRINKS	386	\$655.00
EXTRAS	10	\$6.00
HOT DRINKS	10	\$13.00
ICE CREAM	113	\$452.00
KIDS MEAL	27	\$184.50
PIZZA	41	\$276.50
SANDWICHES	23	\$170.00
SINGLE ITEMS	24	\$108.50
TREATS	113	\$444.50
WRAPS/BURGERS	59	\$462.00
Total	1,133	\$3,244.75

TCCDD

Category	Items Sold	Gross Sales
Uncategorized	33	\$6,962.82
FOBS	19	\$570.00
TCCDD Reservations	95	\$6,799.00
Total	147	\$14,331.82

Category	Items Sold	Gross Sales
CHIPS & COOKIES	3	\$6.00
DRINKS	4	\$6.00
ICE CREAM	4	\$16.00
SINGLE ITEMS	1	\$5.00
WRAPS/BURGERS	3	\$22.00
Total	15	\$55.00

Category	Items Sold	Gross Sales
CHIPS & COOKIES	3	\$6.00
DRINKS	5	\$6.50
ICE CREAM	2	\$8.00
PIZZA	2	\$10.00
SINGLE ITEMS	2	\$10.00
WRAPS/BURGERS	4	\$26.00
Total	18	\$66.50

Category	Items Sold	Gross Sales
CANDY	6	\$4.50
CHIPS	5	\$10.00
DRINKS	10	\$17.00
HOT DRINKS	1	\$1.00
KIDS MEAL	8	\$54.00
SINGLE ITEMS	2	\$9.00
TREATS	10	\$40.00
WRAPS/BURGERS	1	\$8.00
Total	43	\$143.50

Category	Items Sold	Gross Sales
CANDY	15	\$18.75
CHIPS	6	\$12.00
DRINKS	10	\$17.50
EXTRAS	1	\$0.60
HOT DRINKS	1	\$2.00
PIZZA	1	\$5.00
SANDWICHES	1	\$9.50
SINGLE ITEMS	2	\$8.00
TREATS	7	\$28.00
Total	44	\$101.35

Category	Items Sold	Gross Sales
Uncategorized	2	\$3.25
CANDY	8	\$14.00
CHIPS	1	\$2.00
DRINKS	18	\$32.00
KIDS MEAL	1	\$6.50
PIZZA	2	\$10.00
SANDWICHES	2	\$14.50
TREATS	15	\$60.00
WRAPS/BURGERS	4	\$32.00
Total	53	\$174.25

August, 2025

Lifestyle Profit & Loss

Summary	Estimated	Actual
Total income	\$0.00	\$3,863.52
Total expense	\$0.00	\$12,504.08
Total profit	\$0.00	(\$8,640.56)

FirstService

JOE GERENA

Lifestyle Director -Trout Creek CDD 100 Kayak Wayl St. Augustine, FL | 32092 Direct: 904.342.3739 Email: Joe.Gerena@fsresidential.com

DEMETRIC ARNOLD

Lifestyle Coordinator -Trout Creek CDD 100 Kayak Way| St. Augustine, FL | 32092 Direct: 904.342.3739 Email: Demetric.Arnold@fsresidential.com

EVENT	REVENUE/ COST
1 1-	D F

Labor Day Event	Revenue	Cost
FCVV		\$2,700.00
Progressive Ent.		\$3,755.00
Weekend DJ - ROY		\$900.00
Total	\$0.00	\$7,355.00

Kids Back to School 8/9	Revenue	Cost
FCVV - Inflatables		\$600.00
DJ - Mark		\$450.00
Craft - Jazzy J		\$750.00
Total	\$0.00	\$1,800.00

Coffee and Convo/ CU	Revenue	Cost
Sam's		\$179.51
Software		\$100.00
Deritas		\$25.00
Total	\$0.00	\$304.51

Mimosa 4 mom 8/11	Revenue	Cost
Alcohol event Ins.		\$180.00
Walmart - Mixers		\$61.87
Publix - Ice		\$12.38
Total	\$0.00	\$254.25

80's adult party 8/16	Revenue	Cost
Alcohol event insurance	\$1,500.00	\$180.00
Total Wine and More		\$396.45
Publix - Lemonade/Ice		\$34.50
DJ - Mark		\$600.00
Shores - Wine		\$89.93
Taps on Wheels Service/bartender		\$150.00
Sams wine		\$68.63
5 below - candy		\$144.65
Amazon - Decorations		\$133.71
Sams - cupcakes		\$32.96

Music by the pool	Revenue	Cost
ME Ent - 8/1, 8/8, 8/15		\$850.00
Publix - Gift cards		\$50.00
Total Wine - Bingo prizes		\$59.49

Total	\$1,500.00	\$1,830.83	Total	\$0.00	\$959.49
Events Summary		Actual	Shuttle Service	Revenue	Cost
Total income		\$1,500.00	Weekend Shuttle services		\$7,200.00
Total expense		\$12,504.08			
Total Profit		-\$11,004.08			
			Total	\$0.00	\$7,200.00

VENDOR REVENUE - 10% OF ALL SALES

Vendor	Payment Method	Income
904 Tennis	Check	\$743.00
Planet Pizza	Square	\$192.92
Soccer Shots	Check	\$118.50
Sunset Slush	Square	\$802.60
Aqua Fitness	Square	\$92.50
Tetiana Vorontsova	Square	\$180.00
SOCA	Square	\$164.50
Zumba - Songhwanara	Check	\$24.50
Acme Volleyball	Check	\$45.00
Total		\$2,363.52

Shearwater Lifestyle Summary Report – August 2025

August 1st & 8th - Music by the pool Event - ME entertainment

Attendance was minimal. Roughly 100 attendees per event. Family friendly music.

August 5th – Café Takeover – Derita Italian Deli

✓ Last takeover event of the summer. Lightly attended. 25 sandwiches sold.

August 6th to 8th Peacock Fitness Backpack Bash

Summer Fitness Camp was well attended – about 20 campers. Great response from parents/kids.

August 6th - Hurricane educational seminar with Mike Buresh

22 attendees. EXCELLENT speaker and presentation. Mike Buresh presented trends and history of our hurricanes in Florida. He provided some preventative safety best practices and how forecasting is done.

August 9th - Back to School Party W/DJ Mark - Golf Cart Legalization station

Weather impacted attendance but it did not end up raining, so we had about 200 attendees throughout the day. Moved art project to Labor Day event. Music was provided by DJ Mark, and we hosted a variety of poolside games. Legal Cart LLC. was on hand to provide residents with insight into how to legalize their carts in leu of the restrictions at Trout Creek Academy.

August 11th - Back to School Brunch

85 rsvp's w/ about 75 attendees. Partnered with Resident Jenny Feinmel to host this previously resident-ran event here at the Kayak Club. Mimosa station w/ appetizers and regular beverages were provided. Excellent feedback from residents.

August 15th & August 21st - Adult Bingo + Family Trivia

Bingo was adult only. Residents who attended enjoyed the prizes and the host was exceptional from ME entertainment. Family Trivia was hosted by Demetric Arnold. We had 75 RSVPs in total, but actual attendance was closer to 90 people.

August 16th – Adult 80's Party

Smashing success with the residents. Taps on Wheels served Beer & Wine purchased by Total Wine & More. Residents came dressed in theme. Over 150 attendees, exceeding RSVP totals. Utilized Event lawn and Kayak Club.

August 19th – New Paint and Sip Class

35 RSVPs. This is now a 10% vendor, and we will continue this going forward. Providing 2 art options for participants.

August 26th - Game Club Meeting

Lifestyle now has a new Game Club; it is hosted by Lifestyle Coordinator, Demetric Arnold. 7 attendees. Meeting agenda to discuss interests of the community, and what type of schedule of games to roll out going forward to transition to a monthly Game Night.

August 27th – Goddard School Story Time

5 attendees. Hosted in the Kayak Club.

August 29th - Line Dancing Class w/ open dance

16 attendees to the dance class. Not much for the open dance. Converting this to a weekly class with our instructor from "If the shoe fits" who is a resident and now 10% vendor. DJ Mark played music, but the attendance was just not worth the cost going forward.

August 30th to Sept 1st – Labor Day Carnival themed Weekend Celebration

August 30th was our Carnival Day and Vendor Village. We had game booths in addition to the vendor booths with an emphasis on food/snacks fitting the theme. We had Funnel Cakes, Stilt Walker, Henna tattoos, a mechanical bull, rock wall, and lawn games. Weather threatened the entire weekend, so attendance was not as high as anticipated. We used all 150 canvases from the art project we rolled over from the Back-to-School party. In total we had about 1300 attendees, ran 4 shuttles, and over 50 booths. We had a new resident, Chris, DJ by the pool, and I received well over 20 compliments that I NEVER receive about our DJ's. Sunday the 31st was Jimmy Buffet Day. Only a few people came dressed but everyone enjoyed the Lei's, décor, and music from DJ Roy. We played a few poolside games. Monday, we included outdoor lawn games, played a few pool games, and had Mark DJ by the pool as well. Joe Gerena served as shuttle dispatch, and we reduced the number of total shuttles by 4. We should be able to reduce some of the shuttles for the next year based on this experiment and reduction.

Additional Activities

Bookmobile at the Outpost Every Monday – According to staff we are the most attended location this summer. Curiosity U every Tuesday, attendance about 9 per event this month. OneBlood Donation truck on site 8/12 with 14 donations made. Also, on 8/14 we hosted Coffee and Conversations sponsored by Florida Financial Advisors. 70 attendees. New Macrame Class is gaining traction with about 12 participants. First Aid Class had 4 participants, including Joe Gerena. Brought on 3 new classes (2 fitness and 1 arts/crafts) in August as 10% vendors.

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Changing Station Created: Mon, 9/1/2025

Installed new changing station at outpost. (Before)

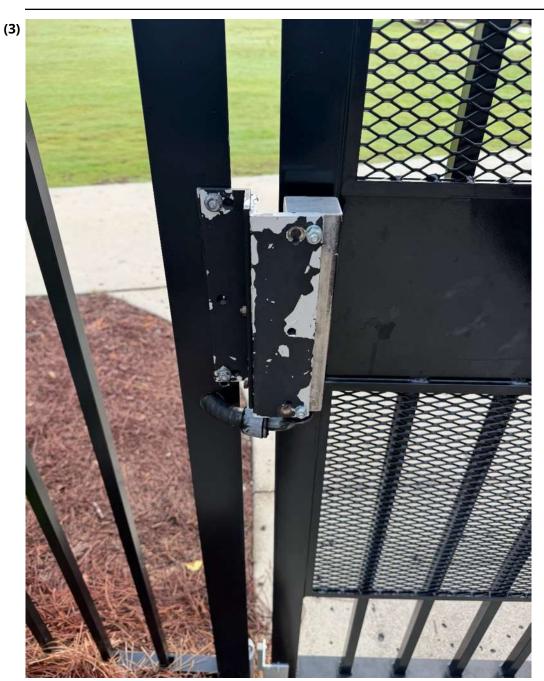
Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Changing Station Created: Mon, 9/1/2025

Installed new changing station at outpost (after)

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Entry Gates

Created: Mon, 9/1/2025

Painted magnetic latch brackets throughout amenities (before)

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Entry Gates

Created: Mon, 9/1/2025

Painted magnetic latch brackets throughout amenities. (After)

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Stop Sign Not Visible Created: Mon, 9/1/2025

Relocated obstructed stop sign. (before)

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Stop Sign Not Visible Created: Mon, 9/1/2025

Relocated obstructed stop sign. (After)

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Drinking Fountain Created: Mon, 9/1/2025

Replaced button on drinking fountain at dog park. (Before)

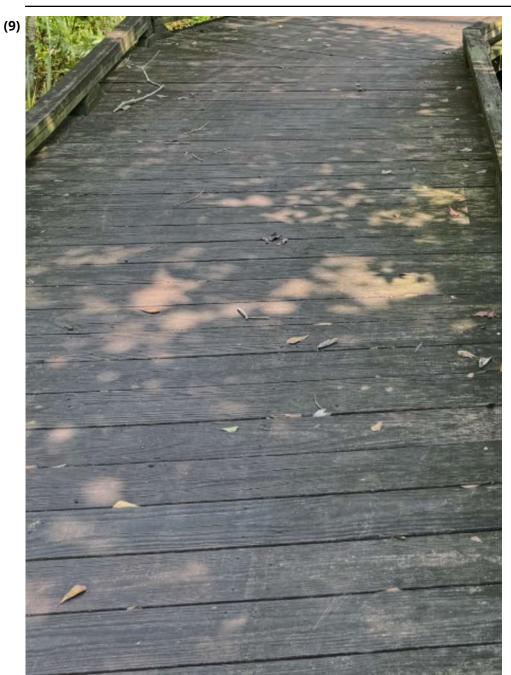
Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Drinking Fountain Created: Mon, 9/1/2025

Replaced button on drinking fountain at dog park. (After)

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26

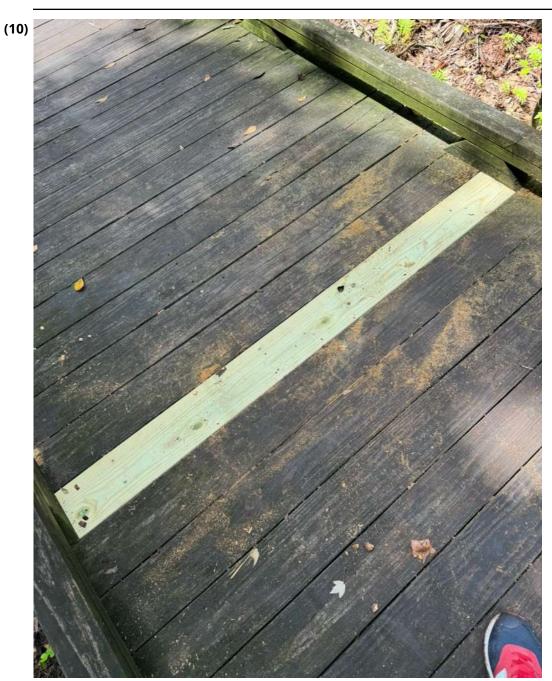


Boardwalk

Created: Mon, 9/1/2025

Replaced water damage board at Northcreek trail. (Before)

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26

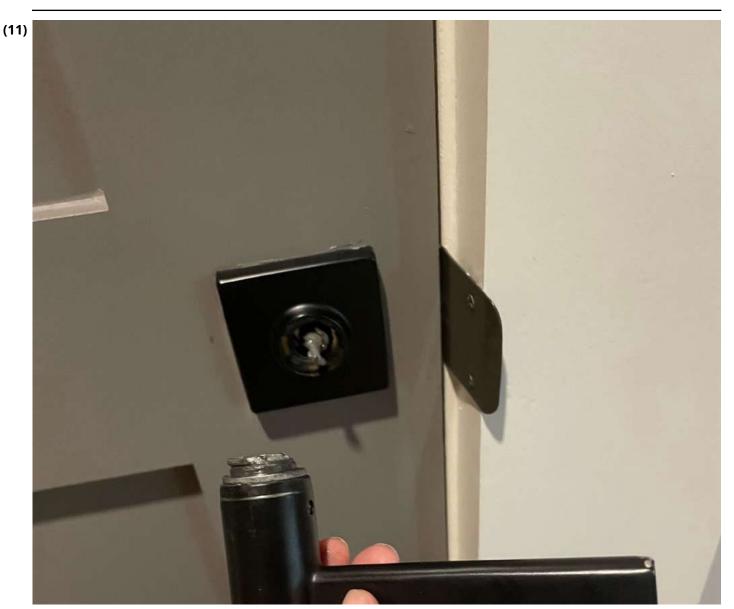


Boardwalk

Created: Mon, 9/1/2025

Replaced water damage board at Northcreek trail. (After)

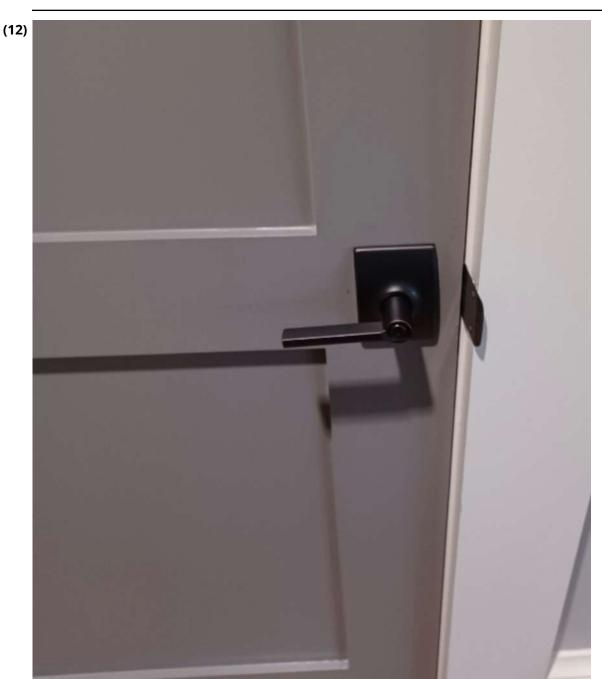
Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Door Handle Created: Mon, 9/1/2025

Replaced door handle at family bathroom, fitness lodge. (Before)

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26

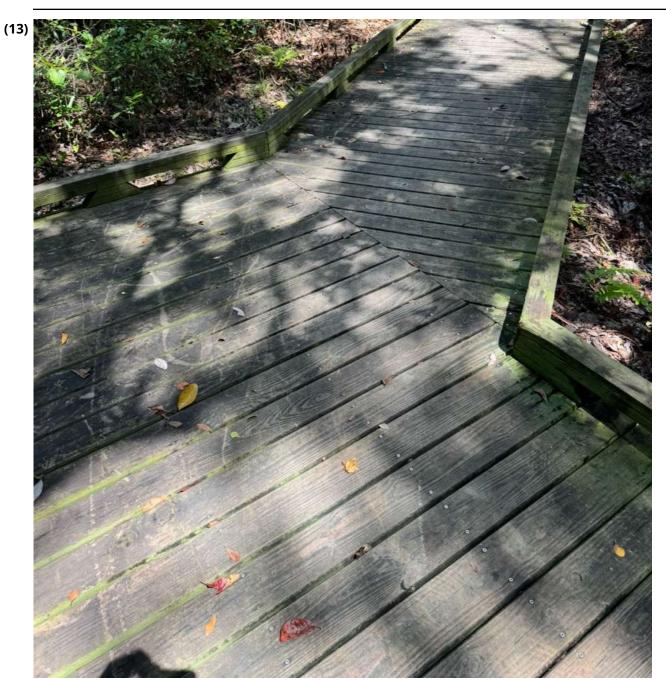


Door Handle

Created: Mon, 9/1/2025

Replaced door handle At family bathroom, fitness lodge.(after)

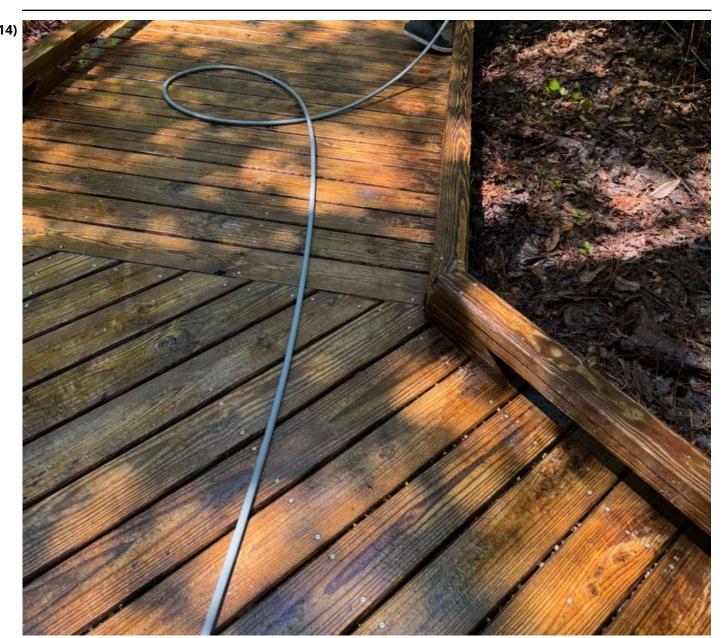
Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Boardwalk Cleaning Created: Mon, 9/1/2025

Power washed boardwalk at Northcreek path. (Before)

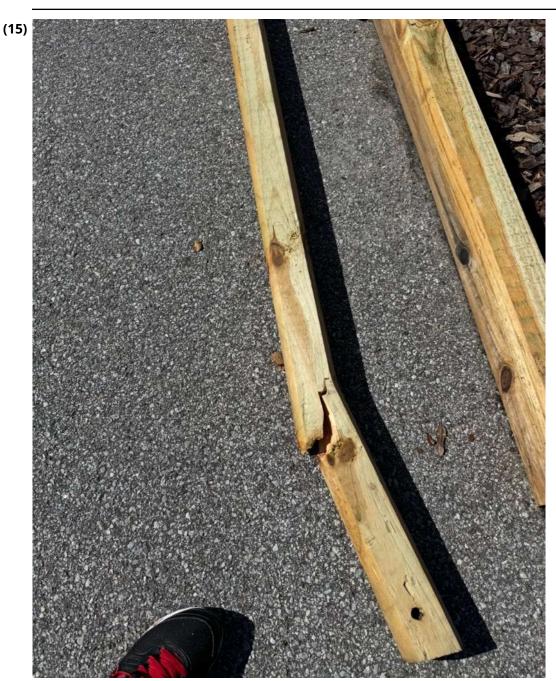
Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Boardwalk Cleaning Created: Mon, 9/1/2025

Power washed boardwalk at Northcreek path. (After)

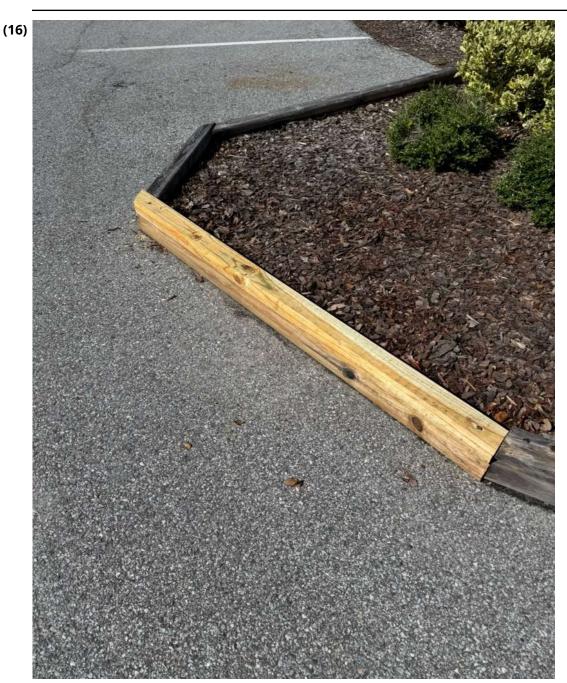
Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Landscape Timbers Created: Mon, 9/1/2025

Replaced broken landscape Timbers At outpost. (before)

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Landscape Timbers Created: Mon, 9/1/2025

Replaced broken landscape Timbers At outpost. (After)

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Fallen Tree

Created: Mon, 9/1/2025

Removed fallen tree at Northcreek trail. (Before)

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Fallen Tree Created: Mon, 9/1/2025

Removed fallen tree at Northcreek trail. (after)

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Shutoff Switch Created: Mon, 9/1/2025

Replaced broken fire pit switch at pavilion. (Before)

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Shutoff Switch Created: Mon, 9/1/2025

Replaced broken fire pit switch at pavilion. (After)

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Light Fixture

Created: Mon, 9/1/2025

Replaced broken light fixture at outpost. (Before)

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Light Fixture Created: Mon, 9/1/2025

Replaced broken light fixture at outpost. (After)

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Outpost Bathrooms Created: Mon, 9/1/2025

Tinted windows at outpost bathrooms. (Before)

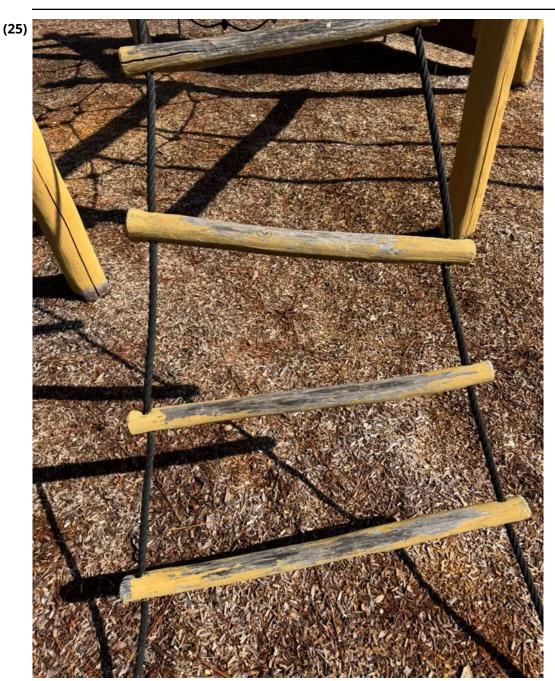
Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Outpost Bathrooms Created: Mon, 9/1/2025

Tinted windows at outpost bathrooms. (After)

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26



Play Equipment Created: Mon, 9/1/2025

Sanded and stained play equipment at tot lot. (Before

Contact: Johnnie Verdell **Title:** Report: 9/1/2025 16:25 **No. Items:** 26

(26)

2:09







Done











Play Equipment

Created: Mon, 9/1/2025

Sanded and stained play equipment at tot lot. (After)

Completed by Johnnie verdell

Tab 6

SUMMARY

	Annual Budget	YTD Budget Thru 07/31/25	YTD Actual Thru 07/31/25	Better/(Worse) Variance
Total Revenues - O& M	3,894,262	3,871,934	3,951,305	79,371
Total Revenues - Capital Reserve	307,326	304,993	312,425	7,432
Total General Fund Revenues	4,201,588	4,176,927	4,263,730	86,803
Total Expenditures O & M	3,894,262	3,234,914	3,220,326	14,588
Total Expenditures - Capital Reserve	<u>307,326</u>	<u>307,326</u>	<u>250,123</u>	<u>57,203</u>
Total General Fund Expenditures	4,201,588	3,542,240	3,470,449	71,791
Total O & M Excess of Revenues Over(Under) Expenditures	0	637,020	730,979	93,959
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	(2,333)	62,302	64,635
Total Excess of Revenues Over(Under) Expenditures	0	634,687	793,281	158,594

Explanations of Variances

O & M Expenses - (Over)/Under by 14,588

Landscaping - Budgeted for pond mowing which is not happening, annual increases expected have not happened yet, Phase 1 Bid lower than budgeted	126,707
Reclaimed Water - Less watering than anticipated due to water restrictions and many sprinklers in Phase 1 not working	96,336
Amenity Staff - Not fully staffed from beginning of year, some positions took time to be replaced, some annual raises given in March	58,193
Tennis Program not happening as planned and some more repairs	19,507
Holiday Decorations - less spending than anticipated	12,501
Licenses, Fees & Permits - Fees for Debit/Credit Card Income through Square not budgeted for	(3,148)
Distict Engineeer -Parking Study	(5,075)
Shuttle - more events than budgeted	(7,200)
Café Materials - buying more quantity of food options (offset by more income)	(7,284)
Access Control & Security Monitoring M&R - Hi-Tech - software upgrade & Door Controller Installation	(8,569)
Stormwater Assesments - French Drain for pond 11B - needs to be reclassified	(9,581)
Other District Financial & Accting - Advertising & Mass Mailing & Trustee Fees related to Bond Refunding	(12,282)
Operating Supplies -more supplies needed than budgeted (this line includes Janitorial and office supplies)	(17,688)
Misc Exp -French Drain on Appian Way (\$4,771), Tree Removal (\$12,820)	(19,705)
Law Enforcement Security - more security than anticipated	(23,090)
Special Events - more activities, not charging residents for most activities	(24,765)
Contingency - Patching Shearwater(\$17,650), Tenting Furnigation for termites (\$23,512)	(26,684)
Irrigation Repair -Hunter Clock and Conversion in Phase 1, and other sprinkler repairs in Phase 1 on Shearwater Parkway	(35,308)
Landscape Replacement Plants, etc - Hurricane Milton Cleanup, Sod Replacement, Plant replacement on Shearwater Pkwy and Ph 3	(94,435)
Other	(3,842)
Total of O&M Variance Explantions	14,588

		11000	CICKTIDI	tevenues & Expe	inditates Till a 7/51/2025
Chart of Accounts Classification	Annual Budget		YTD Actual Thru 07/31/25	Better/(Worse)	Variance Explanation
	O&M	ı	1		
Revenues					
Interest Earnings			20.021	20.021	
Interest Earnings	0	0	20,831	20,831	Interest not budgeted for
Special Assessments	402.520	402.520	402.520	0	
Off Roll Tax Roll	492,539 3,097,753	492,539	492,539 3,146,303	19.550	
Contributions & Donations from Private	3,097,733	3,097,753	3,140,303	48,550	
Sources					
HOA Capital Transfer	125,000	125,000	86,800	(38 200)	Did not receive funds for 2nd Qtr 2025
Other Misc. Revenues	123,000	123,000	80,800	(38,200)	Did not receive funds for 2nd Qtr 2023
Activity Fees	30,000	25,000	22,137	(2,863)	
Cafe Revenue	24,970	20,808	25,824	5,016	More food options being offered
Facilities Rentals	35,000	29,167	31,606	2,439	iwore rood options being offered
HOA Reimbursement	45,000	45,000	83,906	38,906	More reimbursement from HOA than estimated (\$50K from prior year)
Insurance Proceeds	45,000	45,000	7,600	7,600	Irrigation Timer Damage & Auto Damage Claims
Misc Revenue	0	0	4,667	4,667	Parents reimburse for firepit damage
Special Events Revenue	20,000	16 667		12,425	
	20,000	16,667	29,092		Large Sponsorship Revenue
Tennis Center Revenue Share Agreement Total Revenues	24,000 3,894,262	20,000	3,951,305	(20,000) 79,371	This is not happening as planned
Total Revenues	3,894,202	3,871,934	3,951,305	/9,3/1	
Expenditures					
District Expenses:					
Board of Supervisor Fees	14,000	11,667	17,600	(5,933)	Only budgeted for 2 workshops in total for the year, currently having one per month
District Management	61,404	52,164	52,265	(101)	only sudgeted for 2 workshops in total for the year, currently having one per month
Other District Financial & Accting	38,725	36,208	48,490	(12,282)	Advertising & Mass Mailing & Trustee Fees related to Bond Refunding
Counsel	65,000	54,167	63,733	(9,566)	
Engineer	30,000	25,000	30,075		
Law Enforcement - Security	35,000	29,167	52,257	(23,090)	More Security hours than anticipated
Total District Expenses:	244,129	208,373	264,420	(56,047)	into becarity notifs than and pated
Tour District Expenses.	211,122	200,070	201,120	(30,017)	
Staffing Related Expenses:					
					Not fully staffed up from beginning, some staff have left and it took time to be replaced, raises not approved
Employee - Amenity Staff	860,400	717,000	658,807	58,193	until March, not all staff receiving insurance
Amenity Management Service Contracts	21,648	18,040	18,440	(400)	,
Total Staffing Related Expenses	882,048	735,040	677,247	57,793	
Utilities:					
Electric Utility - Recreation Facilities	70,000	58,333	46,629	11,704	Lower than anticipated usage
Electric Utility - Street Lights	60,000	50,000	50,536	(536)	
Electric Utility Services	11,000	9,167	9,769	(602)	
Gas Utility Services	2,000	1,666	1,200	466	
Water-Sewer Utility - Reclaimed	485,000	366,660	270,324	96,336	Less watering than anticipated due to water restrictions and many sprinklers in Phase 1 not working
Water-Sewer - Recreation Facilities	18,375	13,304	16,647	(3,343)	
					New fuel/environmental recovery fee not budgeted for (240/mo), required 2 times per week for a couple of
Garbage/Solid Waste Control Services	8,500	7,083	10,797	(3,714)	months due to residents putting their garbage, that has been stopped
Total Utilities	654,875	506,213	405,902	100,311	
Landscaping & Irrigation:					
Landscape & Irrigation Maintenance	1,070,000	883,966	757,259	126,707	Pond mowing not approved (30,000), Ph 1 bid lower than anticipated (83,000), yr 2 increases not happen yet
					Hurricane Milton Cleanup (\$5,500), Sod Replacement (\$37,900), Replace plants on Shearwater Pkwy
Landscape Replacement Plants, Shrubs, Tr	40,000	40,000	134,435	(94,435)	(\$40,126) and in Phase 3 (\$35,070)

	I		I		
		YTD Budget	YTD Actual		
	Annual	Thru	Thru	Better/(Worse)	
Chart of Accounts Classification	Budget	07/31/25	07/31/25	Variance	Variance Explanation
Common Area Pinestraw Mulch	125,000	118,120	122,613	(4,493)	More has been purchased, will be on budget
Irrigation Repair	35,000	29,166	64,474	(35,308)	Hunter Clock and Conversion in Phase 1 (\$28,500) plus additional sprinkler issues in Phase 1
Miscellaneous Expense	20,000	16,667 1,087,919	36,372	(19,705)	French Drain on Appian Way (\$4,771), Tree Removal (\$12,820)
Total Landscaping & Irrigation	1,290,000	1,067,919	1,115,153	(27,234)	
Amenity Related Expenses:					
Amenity Janitorial Services	20,000	16,666	21,452	(4,786)	Needed extra services from Janitor Service while porter was being replaced
Amenity Maintenance & Repairs	65,000	54,167	57,575	(3,408)	More repairs than anticipated
Amenity Operating Supplies	25,000	20,834	38,522	(17,688)	More purchases than anticipated (Janitorial and Office Supplies also in this number - split out next year)
Pool Chemicals & Service Contract	103,400	95,666	97,910	(2,244)	Marro Dairo Davis
Lifeguard/Pool Monitors Fitness Equipment Lease & M&R	175,000 40,298	119,769 33,582	103,291 32,645	16,478 937	Many Rain Days
Tennis Court Programs & Maint & Supplies	31,500	26,250	6,743	19,507	Tennis program is not happening as planned (\$20,000)
Access Control & Security Monitoring M&R	11,000	9,167	17,736	(8,569)	Hi-Tech Door Controller Installation (\$6,600), payback HOA for Key Fob Income received(\$3,200)
Licenses, Fees & Permits	11,462	9,552	12,700	(3,148)	Fees for Debit/Credit Card Income through Square not budgeted for
Pest Control/Termite Bond & Wildlife Mgmt	5,500	4,583	4,428	155	
Telephone, Internet, Cable	12,000	10,000	13,952	(3,952)	Firewall (\$1,025), extra service calls due to lightning strike
Other	4,000	3,333	4,655	(1,322)	
Total Amenity Related Expenses	504,160	403,569	411,609	(8,040)	
Lifestyle Expenses:					
Enterty to Emperiors.					
Shuttle Service	15,000	15,000	22,200	(7,200)	Did not budget enough shuttles for events and busy summer weekends (uly 4th 3day weekend was \$7,200)
Special Events	66,550	62,550	87,315	(24,765)	Providing more events (offset by sponsorship and other misc income)
Cafe Materials	15,000	12,500	19,784	(7,284)	More food purchases for summer
Total Lifestyle Expenses:	96,550	90,050	129,299	(39,249)	
Other Shearwater Expenses:					
Aquatic Maintenance	49,000	40,833	39,788	1,045	
Stormwater Assessments	4,000	3,334	12,915		French Drain for pond 11B for \$9,714.66, needs to be reclassified
Road & Street Facilities	5,000	4,166	2,849	1,317	Replace LED in Street Lights
Entry & Walls Maintenance & Repair	4,500	3,750	0	3,750	No maintenance required thus far
General Liability & Property Insurance	95,000	95,000	90,294	4,706	Insurance increased higher than budget anticipated
Holiday Decorations	15,000	15,000	2,499	12,501	Lower than anticipated holiday supplies, will be stocking up before year end
Total Other Shearwater Expenses	172,500	162,083	148,345	13,738	
Misc./Contingency Expenses:					
Mise, Contingency Expenses.					Painting of Fitness Center (\$4,305) Reserve Study (\$8,300), Hardware & subscription for Fitness Equip
					(\$2,938),Patching of Shearwater Pkwy(\$17,650), Signs(\$4,445), Tenting Fumigation for
Capital Improvements/Contingency	50,000	41,667	68,351	(26,684)	termites(\$23,512),Other misc items (\$7,200)
Total Misc./Contingency Expenses	50,000	41,667	68,351	(26,684)	
Total Expenditures	3,894,262	3,234,914	3,220,326	14,588	
	-,,,	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-,==0,020	11,000	
Total Excess of Revenues (Over/(Under) Expen-	0	637,020	730,979	93,959	
Total Other Financing Sources(Uses)					
Interfund Transfer			(15)	(15)	
			(13)	(13)	
Total Other Financing Sources(Uses)	0	0	(15)	(15)	
Fund Balance, Beginning of Period	0	0	337,309	337,309	
Total Fund Balance, End of Period	0	637,020	1,068,273	431,253	
				l	

Chart of Accounts Classification	Annual Budget	YTD Budget Thru 07/31/25	YTD Actual Thru 07/31/25	Better/(Worse) Variance	Variance Explanation
Ca	apital Reserve				
Revenues	Annual Budget	YTD Budget Thru 07/31/25	YTD Actual Thru 07/31/25	Better/(Worse) Variance	
Interest Earnings	Duuget	07/01/25	07/01/25	v ur unce	
Interest Earnings	14,000	11,667	19,099	7,432	More interest than anticipated
Special Assessments					
Off Roll	40,699	40,699	40,699	0	
Tax Roll	252,627	252,627	252,627	0	
Total Revenues	307,326	304,993	312,425	7,432	
Expenditures					
Contingency					
Capital Outlay	307,326	307,326	250,123	57,203	Fitness Strength Equip Balance - \$9,581
Total Contingency	307,326	307,326	250,123	57,203	Pool & Tennis Furniture -\$171,484
Total Expenditures	307,326	307,326	250,123		Replacement Fabric for Canopy - \$5,960
Total Excess of Revenues Over(Under) Expen-	0	(2,333)	62,302	64,635	Water & Tower Slide Repairs & Paint - \$29,983
ditures					Hi-Tech- access security system - \$15,776
Total Other Financing Sources(Uses)					Hi-Tech door controller security updates - \$14,020
Interfund Transfer (Revenue)					Other Misc Items - \$3,320
Interfund Transfer(Expense)	0	0	0	0	
Total Other Financing Sources(Uses)	0	0	0	0	
Fund Balance, Beginning of Period	0	0	682,873	682,873	
Total Fund Balance, End of Period	0	(2,333)	745,175	747,508	

2024/2025 Capital Expenditures

O & M - Capital Improvements - Contingency

Painting of Fitness Center	4,305
Reserve Study	8,300
Shearwater Pkwy Patching	17,650
Signs	4,445
Fitness Equipment Hardware & Subscription Costs	2,938
Tent Fumigation for Termites	23,512
Other	<u>7,201</u>
Total	68,351

Capital Reserve - Capital Improvements

Total	250,123
Other	<u>14,838</u>
Hi -Tech Access Security System	15,296
Fabric for Shade Cover on Canopy	8,940
Water & Tower Slide	29,983
Fitness Equipment - Strength (2nd half)	9,581
Pool & Tennis Furniture	171,485

Current YTD Actuals

Annual	Actual	atural Artural		No	let Reserve		ortfall From	Eisaal Waar
Annual	Actual		Actual			Kes	serve Plan	Fiscal Year
Assessment	Interest	L	xpenses		Funds			
\$ 289,600		\$	94,600	\$	195,000	\$	(135,321)	2021/2022
\$ 295,392	\$ 892	\$	17,524	\$	473,760	\$	(156,614)	2022/2023
\$ 301,300	\$ 16,365	\$	108,552	\$	682,873	\$	(209,665)	2023/2024
\$ 293,326	\$ 19,099	\$	250,123	\$	745,175	\$	(437,815)	2024/2025

*Based on YTD, not Y/E

Capital Expenditures

			Year in Cap
_	Amount	Year Spent	Plan
Retaining Wall by P3 Bridge	86,000	2022	never
Kayak Club HVAC	4,000	2022	2028
Pool Furniture	16,200	2023	2024
Tennis Court Resurface	24,600	2024	2025
Pool Fence	60,000	2024	2036
Kayak Club HVAC	14,400	2024	2036
Fitness Equipment Purchase	19,162	2024	never
Pool & Tennis Furniture	171,485	2025	over several years
Fabric for Shade Cover on Canopy	5,960	2025	2024
Water & Slide Repair & Paint	29,983	2025	2030
Hi-Tech- access security system	15,296	2025	2031
Other Misc	23,713		
Total	470,799		

RESERVE EXPENDITURES

Trout Creek Community Development District

Plan YTD Actual Projected Projected Actual Variance 2024-2025 8/1-9/30/25 Reserve Component Inventory 7/31/25 2024-2025 **Property Site Elements** Asphalt Pavement, Patch Repairs, Neighborhoods, Phase 1 9,000 (9,000) to be spent in a later year Asphalt Pavement, Patch Repairs, Shearwater Parkway, Phase 1 (Incl. Kayak Clu 17.650 0 17,650 17.650 0 Is being moved from O&M Pipes, Subsurface Utilities, Drain Repair, Phase 3 -Good Hope Ct 70,000 0 73,716 73,716 3,716 against \$500K Playground Equipment, Tot Lot (Incl. Kayak Club Exterior Wooden Furniture) (2024) 50,000 0 46,993 46,993 (3,007) against \$500K Signage, Replacement, Street and Traffic (2024 is Planned) 0 13,400 0 (13,400) not spent yet Sport Courts, Tennis, Furniture (2024 is Planned) 28,600 28,484 0 28,484 (116)Pond 11B Bank (planned for 2024/2025) 9,715 will be moved from O&M 0 9,715 9,715 Fitness Center Elements 0 0 Exercise Equipment, Strength, Phased 9,581 9,581 0 9,581 0 **Kayak Club Elements** 0 Kitchen, Equipment, Amenity Café Updates (2024 and 2027 is Planned), Phased 14,000 3,320 0 3,320 (10,680) all not spent Security System, Access System, Amenity Area (2024 is Planned) 15,300 15,776 0 15,776 476 **Pool Elements** 143,000 Furniture (Incl. Shade Structures, Canvas) (2024 is Planned) 148,960 5,960 spent more than planned 0 148,960 Furniture, Outdoor Pool Games (2024 is Planned) 16,400 (9,950) against \$500K 6,450 6,450 Sound System, Pool (2024 is Planned) 16,500 14,020 0 14,020 (2,480) spent less than planned Water Slide, Fiberglass, Refinishing (2024 is Planned) 30,000 29,983 0 29,983 (17)TOTAL 433,431 250,124 154,524 404,648 (28,783)

Chart of Accounts Classification	Annual Budget	YTD Budget Thru 07/31/25	YTD Actual Thru 07/31/25	Better/(Worse) Variance
Lifestyle Revenues:	20,000	25 000	22 127	(2.962)
Activity Fees Facilities Rentals	30,000	25,000	22,137	(2,863)
T WOTHING TOTAL	35,000	29,167	31,606	2,439
Special Events Revenue Total Lifestyle Revenues	20,000 85,000	16,667 70,834	29,092 82,835	12,425 12,001
1 our Enestyle revenues		70,001	02,000	12,001
Lifestyle Expenses:				
Shuttle Service	15,000	15,000	22,200	(7,200)
Special Events	66,550	62,550	87,315	(24,765)
Total Lifestyle Expenses	81,550	77,550	109,515	(31,965)
Net Lifestyle Revenue/(Expense)	3,450	(6,716)	(26,680)	(19,964)
Café Revenue vs Expense				
Cafe Revenue	24,970	20,808	25,824	5,016
Cafe Materials	15,000	12,500	19,784	(7,284)
Net Café Revenue/(Expense)	9,970	8,308	6,040	(2,268)

Tab 7



August 25, 2025

Thank you for permitting the St. Johns County Supervisor of Elections Office to use your facility as a polling location for the 2026 gubernatorial election! Your support helps ensure that voters in the precinct have a convenient and accessible place to cast their ballots. We are grateful for your contribution to the democratic process.

Listed below are the dates for the Primary & General Election, including delivery and pick-up dates for equipment. Please make sure to enter these dates on your calendar to avoid confusion. We will be sending out periodic reminders. Specific delivery times will be arranged as we approach election day.

Also enclosed is the Polling Place Lease Agreement for your review and signature. If you have any questions regarding this contract, please feel free to contact my office through any of the means listed below. Once executed our office will mail you a fully signed hard copy for your records.

PRIMARY ELECTION

Equipment Delivery August 17, 2026

Election Day
August 18, 2026
(Polls Open 7 AM to 7 PM)
Staff arrives 6 AM

Equipment Pick-Up August 19, 2026

GENERAL ELECTION

Equipment Delivery November 2, 2026

Election Day
November 3, 2026
(Polls Open 7 AM to 7 PM)
Staff arrives 6 AM

Equipment Pick-Up November 4, 2026

Amanda Sims, Poll Worker Coordinator

Main Office: 904-823-2238 Direct Line: 904-342-5870 asims@votesjc.gov

St. Johns County Supervisor of Elections Polling Place Lease Agreement

THIS AGREEMENT made and entered into this day of	2025 between the
hereinafter referred to as LANDLO	ORD, and in her official
capacity as St. Johns County Supervisor of Elections, Vicky Oakes, he	reinafter referred to as
TENANT. The premises will be used as a polling place for the voters of St.	Johns County, Florida.
Lease Period: <u>January 1, 2026</u> , to <u>December 31, 2026</u> .	

It is hereby agreed:

- 1. That the **TENANT** agrees to notify the **LANDLORD** of the dates of the elections at least one hundred and eighty (180) days prior to any scheduled election except in the event of special called elections.
- 2. That the **TENANT** shall be permitted access to the premises beginning 24 hours prior to any scheduled election for the delivery and setup of election supplies and voting equipment. If the equipment is stored in a secure room other than the designated polling room, the **TENANT** shall have access to said room as needed. The **TENANT** shall remove the equipment with the 24-hour period following the conclusion of the election.
- 3. That poll workers, designated by the TENANT, be permitted to occupy the premises between the hours of 6 AM and 9 PM on Election Day, and that the LANDLORD will (check one):
 [] provide TWO (2) access devices to the TENANT which will be securely stored by the TENANT for access to the facility as needed
 [] provide a person specified by LANDLORD with a key to provide access as needed
- 4. That the **TENANT** will provide general liability insurance covering St. Johns County, a political subdivision of the State of Florida, to be extended so as to cover all liability for negligence arising out of **TENANT's** use and occupancy of the premises under this agreement.
- 5. That the **LANDLORD** recognizes that on Election Day under this agreement, the facility is considered public property and as such, solicitation is allowed. This includes petition seeking, distribution of campaign literature, posting campaign signs, etc. Since this is a First Amendment right as decreed by the courts, it is not optional and must be allowed. A 150-foot "No Solicitation" zone in front of the polling place door, also required by law, will be created, and monitored by a Poll Deputy during an election.
- 6. The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Section 119, Florida Statutes, and made or received in conjunction with this Agreement.
- 7. That the **TENANT** will provide, as required by law, a poll deputy to maintain order at the polling location during an election. This includes the areas designated as the 150-foot "No Solicitation" zone and the polling room and adherence to all election laws in regard to political advertisement and solicitation will be strictly enforced.
- 8. That the **LANDLORD** understands that, by law, only persons permitted to enter the polling room on Election Day are poll workers, voters of the precinct, the Supervisor of Elections and deputized/authorized staff of the Elections Office, persons assisting voters or caregivers of voters, and emergency law enforcement or medical personnel requested by the poll workers.

St. Johns County Supervisor of Elections Polling Place Lease Agreement

9.	room for use by election officials during El	ection Day. If WILL, please indicate
	# of Tables: (suggested 6) # of	of Chairs: (suggested 15)
10.		without the prior written consent of the other. This lified in any manner except by written instrument
11.	this Agreement in conflict therewith shall b	The State of Florida and any provisions contained in the void and of no effect. Any suit, action or Agreement shall be brought in St. Johns County,
12.	other party on account of any loss or damaged obligations hereunder (other than the obligations majeure, unforeseen event, circumstant moratorium, law or regulation or any other	contrary, neither party will incur any liability to the ge resulting from any delay or failure to perform its ation of payment) as a result of any acts of God, nees, or conditions, governmentally-imposed matter beyond the reasonable control of that party, by for its failure to perform until the cessation of
13.	will be considered a waiver thereof. This immunity and is not waiving that protection be invalid or unenforceable, such determ remainder of this Agreement. The obligation	se or enforce any right or provision of this Agreement includes the fact that the TENANT has sovereign a. If any provision of this Agreement is determined to mination shall not affect, impair, or invalidate the ns under this Agreement which by their nature would run of this Agreement shall survive termination or
14.	matter of this Agreement. This Agreement	anding between the parties with respect to the subject may be executed in one or more counterparts all of sidered one and the same agreement. A complete, inforceable as an original.
15.	± •	that it has the lawful authority to enter into this ation of this Agreement by the party's authorized
	Vicky C. Oakes	Full Name: Melissa Dobbins
	Supervisor of Elections	Title:
	St. Johns County, FL	I ANDI ODD
	TENANT_	LANDLORD

St. Johns County Supervisor of Elections

ADDENDUM TO POLLING PLACE AGREEMENT

This addendum modifies the St. Johns County Supervisor of Elections Polling Place Lease Agreement ("Lease Agreement") between **Shearwater Amenities Center** ("LANDLORD") and the **St. Johns County Supervisor of Elections Office** ("TENANT"). The Lease Agreement shall be effective as of the date of the last signature on this addendum.

Lease is hereby amended as follows:

- a. Location to be leased is 100 Kayak Way
- b. In the event of a special election being called, the TENANT shall give the LANDLORD twenty (20) calendar days of prior notice
- c. In addition to the general liability insurance coverage for St. Johns County, a separate Certificate of Coverage for general liability insurance will be provided naming **Shearwater Amenities Center** as the Certificate Holder and an additional insured.
- d. LANDLORD should not be responsible for any damages that may occur to the election supplies or voting equipment
- e. TENANT acknowledges and agrees that the LANDLORD uses the premises for the operation of a recreation facility and the LANDLORD staff shall be entitled to have access to the premises as necessary to operate LANDLORD facility as long as such access does not materially interfere with TENANT's ability to conduct an election.
- f. *Indemnification*. In consideration for LANDLORD agreeing to the terms herein, TENANT, its employees, agents and subcontractors shall defend, hold harmless and indemnify LANDLORD and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the acts or omissions of TENANT and her persons employed or utilized by TENANT in connection with TENANT's use of the premises. Obligations under this provision shall include the payment of all settlements, judgements, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

Vicky C. Oakes	Full Name: Melissa Dobbins
Supervisor of Elections	Title:
St. Johns County, FL	Phone:
TENANT	LANDLORD
Date	Date

Tab 8



ESTIMATE ESTIMATE DATE	#87 Sep 15, 2025
TOTAL	\$44,016.00

Sunshine State Solutions of North FL

Jessica Knutelsky 100 Kayak Wy St. Augustine, FL 32092

iessica.knutelsky@fsresidential.com

CONTACT US

5823 Pine Ave

FL

(904) 401-5517

rdm.fl.904@gmail.com

ESTIMATE

Wooden Pergola	10	\$44,016.00	\$44.016.00
Services	qty	unit price	amount

This proposal included labor, material and equipment to provide the following scopes of work per Ervin, Lovett & Miller INC. Dated 11/21/14.

The proposed metadot, material and equipment to provide the following scopes of work per civili, cover a while five. Dated The Private

An alternate bid will be provided at a later date for just the cedar roof.

-provide and construct one 25ft x 32ft wood pergola. All hardware and materials will be per plans.

We will confine our work to as small an area as possible, however, we cannot be responsible for damages to grass, irrigation, landscaping, concrete, septic systems, etc. However, we will do our best to avoid any such damages.

Services subtotal: \$44,016.00

Total

\$44,016.00

We thank you for your trust in us!

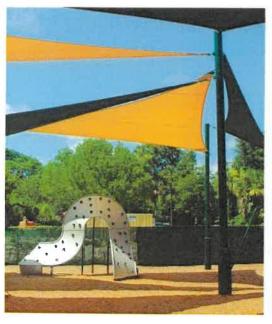
Sunshine State Solutions of North FL

1 of 1





FABRIC STRUCTURE DESIGNER AND MANUFACTURER









QUOTE

SAFEST UNDER THE SUN

PROJECT: Shearwater

Cantilevered Flat Sail

BILLING: Trout Creek CDD

3434 Colwell Ave., #200, Tampa, FL 33614

Custom Canopies Inc. 11815 Burke Street

Santa Fe Springs, CA 90670

888-776-3350 July 25, 2025

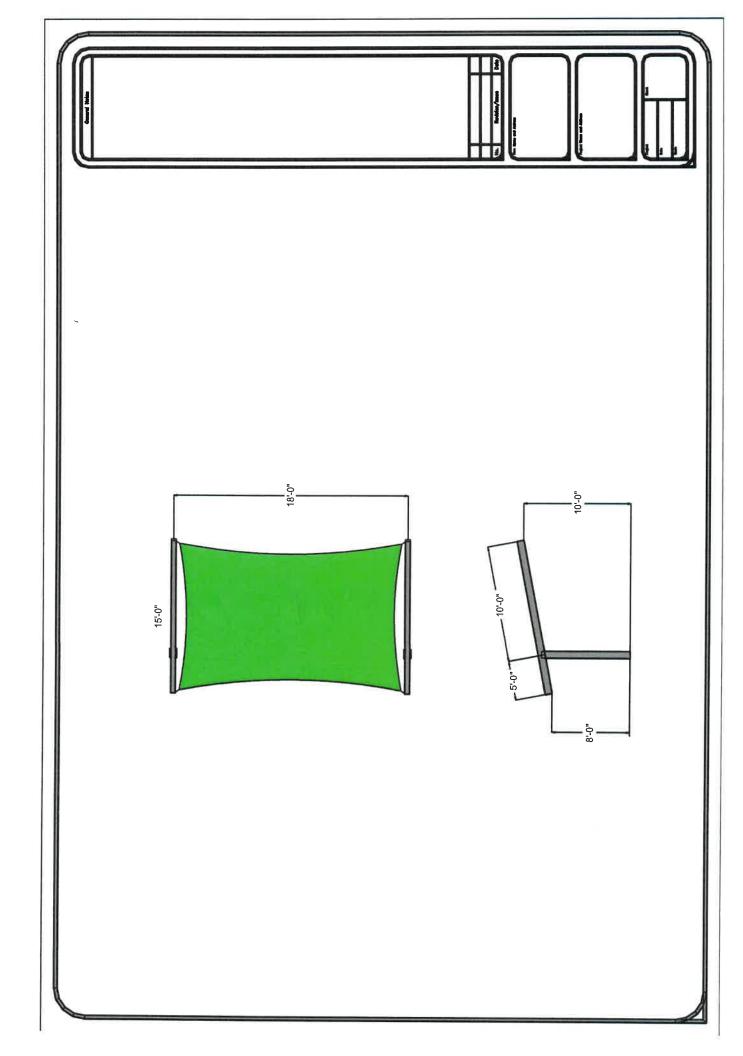
QUOTE EXPIRES 10/23/2025

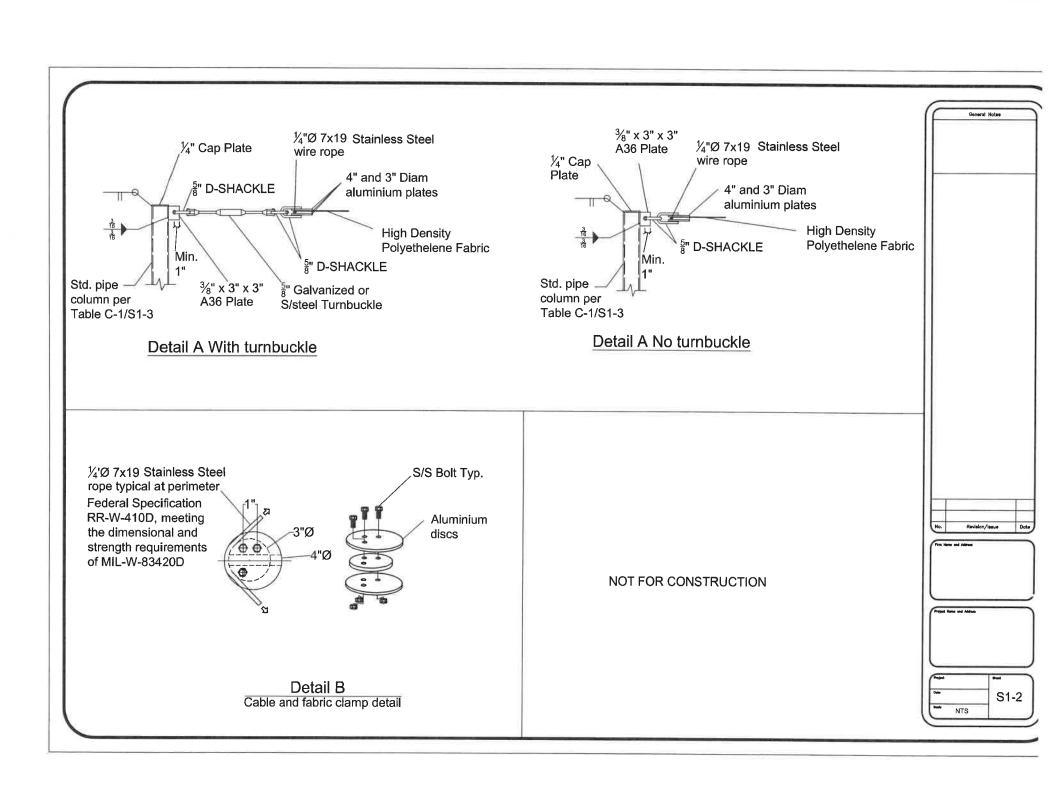
SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Chris Smith	Cantilevered Flat Sail	100% Due at Time of Order	Time of Order

QUANTITY	DESCRIPTION	- 1	JNIT PRICE		LINE TOTAL
1.00	18' x 15' Cantilevered Flat Sail, 1 Sail, 2 Posts, 2 Cant. Arms	\$	13,200.00	\$	13,200.00
	Eave Height at lowest point is 8', Rising up to 10' at highest point				3774
1.00	Engineering	\$	980.00	\$	980.00
2.00	Rebar & Anchor Bolt Assemblies	\$	575.00	\$	1,150.00
1.00	Freight - Shipping to Shearwater Clubhouse, 100 Kayak Way,	\$	6,000.00	\$	6,000.00
	St. Augustine, FL 32092			1017	
	HDPE Fabric - TBD				ISP SANIER
	Installation NOT Included. Installation by Others.				
	EST. Installation \$16,800.00				
For permitting	yes ☑ No □				
Engineering	yes ☑ No □				7 - 1 - 7
Footing cages	yes 🗵 No 🗌				AND TAYES
	Quote is valid for 90 days				
To accept this	proposal, please Sign, Date, and Remit Payment to:		SUBTOTAL	\$	21,330.00
Custom Canop			SALES TAX		0.00%
11815 Burke St			TOTAL	5	21,330.00

Print name :	
Sign:	Date :

*Please note Engineering price is for <u>either Spread or Deep Footers</u>. If <u>both Spread & Deep Footers</u> are required for Engineering, additional Engineering Fees will Apply. Fabric must be removed in the event of expected inclement weather, such as Hurricanes, Tropical Storms, Snow Fall, per Supplied Engineering. Additional freight charges will apply and freight will need to be re-quoted if shipping to a residential address.





General Notes NOT FOR CONSTRUCTION Finished grade 1½" Non-Shrink Grout Pad (f'c = 5000 psi) sloped to drain 3 - #3 Ties 2" o.c. Baseplate per Table C-1 1 ½" Typ. #3 Ties 10" o.c. deep Finished Surface -Revision/Issue 19-1 8 - #4 Verticals Eq. Spaced w/ std. 90° hooks at top typ. -1 of 4-A36 threaded rods (1 each corner, galvanized) 2'-0" thick 2500 psi concrete footing Reinf. eq. spaced each 6'-0" x 6'-0" x 24" deep Min. 3" reinforcing clearance to soil Min. 3" ¼"x3"x3" Plate washer with double nut typical each anchor bolt clr cover 2500 psi concrete with 1½" max. course aggregate Compacted subgrade below footprint of footing 36" - Boseplate bolt hole ø shall not exceed anchor bolt ø + å! - Provide std. hardened washer for each anchor bolt Ø baseplate -Column baseplate and anchor bolte to be encased in 2500 concrete w/ 3" cover S1-3 NTS Detail D - Spread Footing Option Detail D - Deep Foundation Option



Custom Canopies Intl. Inc. "SAFEST UNDER THE SUN"

POWDERCOAT COLORS





Designed for strength and durability, Alnet's Extrablock shadecloth protects against all of nature's extremes. It meets the highest standards and is knitted to be dimensionally stable for easy fabrication. Extrablock also comes in 16 California Fire Marshall approved colors and is backed by a 10-year warranty to demonstrate our dedication to quality, durability and safety.

— CERTIFICATIONS ———















ALNET is the leading innovator in synthetic textile and netting material production for the world's *architectural*, *agricultural*, *aquacultural* and *industrial* industries.

For more information, please contact **protect@AlnetAmericas.com** or visit us at **www.AlnetAmericas.com**





EXTRABLOCK

Properties	Mass ASTM 3776 9.6 92/yd	Thickness	Fabric Width	Strip Tensile		Elongation at Break		Tearing Strength		Burst Strength	Burst Strength	Temp. Stability			
Test Method		ASTM 3776	ASTM 3776	ASTM 3776	ASTM 1777	ASTM 3774	ASTM D. 5034		ASTM D 4595-87		ASTM D 2261		ASTM 3787 Ball	ASTM 3786 Mullen	
REFIGE				SAME	Warp	Weft	Warp	Weft	Warp	Weft		DC Utal	District of		
US		50.4 mil	118 in.	278 lbf	278 lbf	278 lbf	278 lbF	278 lbf	340 lbf	71% 745	% 74% 33 lbs		36 lbs	363 lb	460 psi
Metric	325 gsm	1.28 mm	3 m	1236 N	1512 N	71%	74%	147 N	160 N	1615 N	3172 kPa	-25°C/+80°C			



Colors	UPF	UVR	Shade Factor	Fire Retardancy	Fire Resistance
Cream	13	92%	74%	Yes	ASTM E-84
Beige	33	97%	87%	Yes	ASIM E-84
True Blue	14	93%	89%	Yes	CA 12370 Title 19 - CSFM NEPA-701 #2
Forest Green	24	96%	94%	Yes	CA 1237:1 Title 19 - C5FM NFPA-701 r/2
Silver	19	95%	93%	Yes	CA 12371 Title 19 - CSFM NFPA-701 #2
Sunblaze	14	94%	91%	AR:	CA 12371 Title 19 - C5FM NFPA 701 #2
Latte	18	95%	90%	Yes	CA 12371 Title 19 - CSFM NFPA-701 #2
Bottle Green	16	94%	91%	Yes	CA 12371 Title 19 - CSFM NFPA-701 #2
Charcoal	20	96%	94%	Yes	CA 1237.1 Title 19 - CSFM NFPA-701 #2
Midnight	33	98%	98%	Yes	CA 1237:1 Title 19 - CSFM NFPA-701 #2
Mint Green	13	95%	93%	Yes	CA 12371 Title 19 - C5FM NFPA-701 #2
Dove Blue	13	93%	90%	Yes	CA 1237.1 Title 19 - CSFM NFPA-701 #2
Oxide Red	14	93%	91%	Yes	CA 1237.1 title 19 C5FM NFPA-701 H2
Pearl Onyx	76	94%	86%	Yes	CA 1237.1 Title 19 - C5FM NFPA-701 42
Purple	16	94%	86%	Yes	CA 12371 Title 19 - CSFM NFPA-701 #2
Olive	26	97%	96%	YES	CA 1237.1 Fitle 19 - CSFM NFPA+701 #2
Yellow	16	94%	76%	Yes	ASTM E-84
Red	29	97%	85%	Yes	ASTM E-84
Brown	19	95%	93%	Ves	CA 12371 Title 19 - CSFM NFPA-701 #2
Navy Blue	23	96%	96%	Yes	CA 12373 Title 19 - CSFM NFPA-701 π2



STANDARD SHADE SAIL & SHADE STRUCTURE SPECIFICATIONS

Quality Assurance

All shade structures & shade sails shall be installed and rigged by a trained competent person.

All equipment shall be free of sharp edges and corners, or extremely rough surfaces.

All materials shall be new and conform to all standards as specified.

The steel frame and concrete foundations for the shade structures or shade sails shall be designed by an engineer licensed in the state of installation.

The steel frames and related concrete foundations for the shade structure to be designed in conformance with the latest version IBC or per local requirement.

Wind Design Speed: 80 to 130 miles per hour or per

local requirement.

Basic live load: 5 psf **Exposure:** C

Coatings

Non-galvanized steel

Where size of structure or determined loads require larger structural steel members or greater than 7 gauge thickness, carbon steel may be substituted. Cleaning and coating of carbon steel shall conform to the following:

- Degrease with mild alkaline cleaner at 140 degrees.
- Iron phosphate rinse to create a conversion layer on the steel.
- Prebake in oven at 350-400 degrees to burn off additional contaminants.
- Powdercoat with a TGIC polyester powder top coat.
- Min. of 2.5 millimeters thick.

Pre-galvanized steel

Steel already has a triple layer of zinc protection with a polymer clear coat, which acts as a primer.

- Clean with a mild alkaline solution.
- Prebake in oven at 350-400 degrees to burn off additional contaminants.
- Powdercoat with a TGIC polyester powder top coat.
- Min. of 2.5 millimeters thick.



Materials

Steel:

- All carbon structural steel shall be ASTM A-36, except steel pipe columns, which shall be ASTM A-53, grade B, unless otherwise noted.
- All welds are performed using E70XX electrodes or gas metal arc welding using ER 70S3 wire.
- All fillet welds shall be a minimum of threesixteenths (3/16) inch unless otherwise noted.

Tensioning cable & hardware:

- Shall conform to FED. Spec. RR-W-410
- Steel cable is determined based on calculated engineering load. For high and medium loads, ¼" (minimal) S/Steel 7x19 cable is to be used. For heavy loads, 5/16 3/8" (minimal) S/Steel 7x19 cable is to be used.
- Cable connectors and fabric hardware shall be stainless steel or galvanized.

Shade structure fabric shall meet the following list of requirements:

- High-density polyethylene to block out 90% of ultra violet rays
- Monofilament and tape construction giving a stable material.
- Rachell knitted to ensure material will not unravel if cut.

Strip tensile Strength:

Warp lb/inch 278 lbs Per ASTM D5034 Weft lb/inch 340 lbs Per ASTM D5034

Fabric Mass Minimum: 9.6 oz / sq. yd.

Fading: Minimum fading

allowed after 5 years.

Temperature stability: Minimum temp. -13 ° F

Maximum temp. 176° F

Fire rating: CAFM Title 19 CFSM,

Section 1237 NFPA-701 #2

Weatherability: ASTM G53

All corners shall be strengthened with 13-16 oz

non-tear vinyl material.

Thread:

- Gortex Tenara thread
- Shall be high density, low shrinkage, abrasion resistant, UV radiation immune, unaffected by cleaning agents, acid rain, mildew, chlorine, saltwater, and industrial pollutants.
- Should be warranted for a period of ten (10) years.



Installation:

Install shade structures in a timely manner and coordinate with the work of other trades.

Securely fasten all parts to be attached. Make sure all parts interact freely and smoothly without binding, sticking or excessive clearance.

Install each shade structure and hardware item in compliance with the manufacturers' instructions and recommendations.



Warranty:

The structural integrity of the steel shall be warranted for twenty (20) years.

The fabric and sewn composite shade covering shall have a limited warranty for 10 years.

The product, when used in its designed capacity, must be guaranteed for a period of 10 years from original installation against:

- The steel frame corroding or deteriorating under normal conditions.
- The steel frame from deteriorating from faulty workmanship.
- Inappropriate design of supporting structure.
- All fabric tops shall be warranted for winds and gusts up to engineering requirement. The fabric warranty is void if winds or gusts are in excess of engineering.
- Excessive loss of color in the fabric under normal exposure conditions, including sunlight, rot and normal atmospheric chemicals that may render it unserviceable.
- Any wearing or blowouts due to wind caused by improper installation or design. Under extreme wind conditions that exceed our design capacity, it is advisable to remove the shade fabric from the structure.
- Structures are not warranted for damages caused by snowfall, cyclones, typhoons, or other acts of God. For canopies not engineered for snow loads, the fabric must be removed during months when snow or heavy wind and storms are expected.

The contractor reserves the right to repair or replace any item covered by the warranty.

Shade structures located in areas where they may be subject to damage during construction by handling, cleaning, etc. (i.e. painting, cleaning of concrete block) shall be protected and or removed from the location until the hazardous condition is terminated.

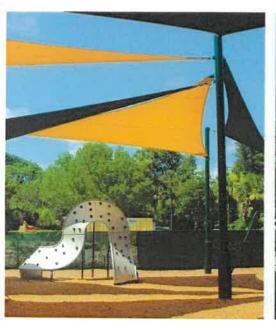
Maintenance:

Canopies and shade sails must be inspected and maintenance must be done at least once a year. Refer to the maintenance book supplied.

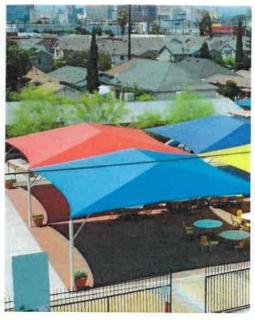




FABRIC STRUCTURE DESIGNER AND MANUFACTURER









QUOTE

SAFEST UNDER THE SUN

PROJECT: Shearwater

SALESPERSON

Sign:

Triangular Shade Sails

BILLING: Trout Creek CDD

3434 Colwell Ave., #200, Tampa, FL 33614

Custom Canopies Inc. 11815 Burke Street

Santa Fe Springs, CA 90670

DUE DATE

888-776-3350

July 25, 2025

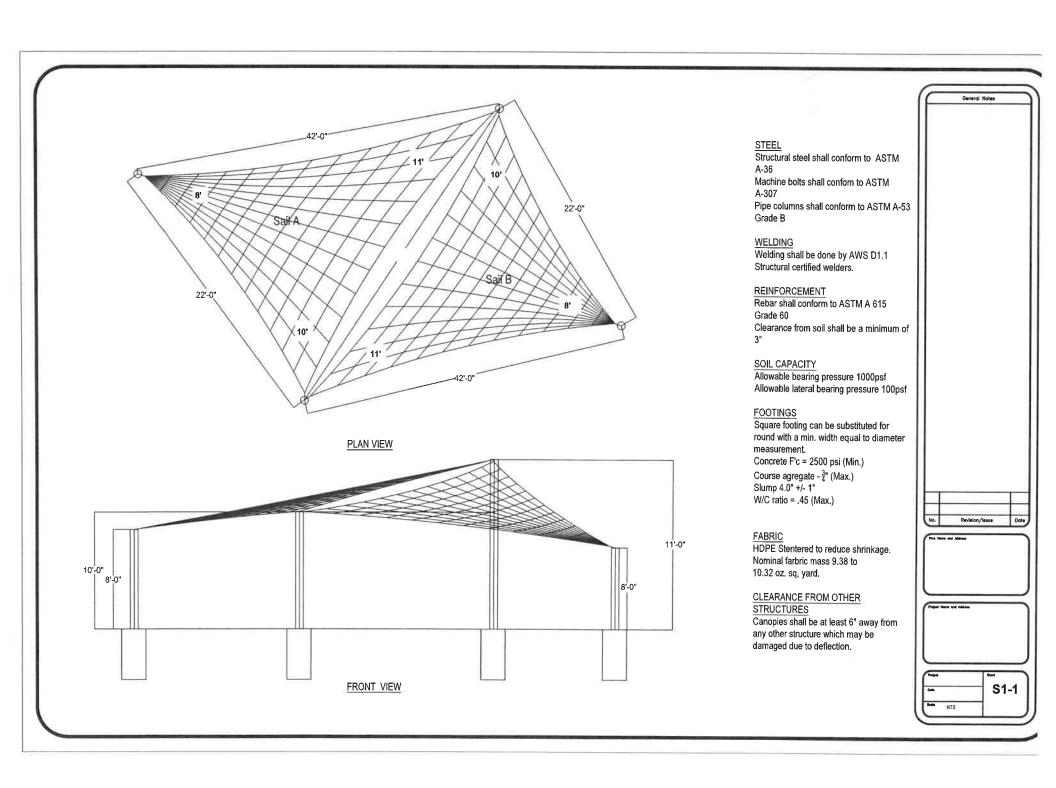
QUOTE EXPIRES 10/23/2025

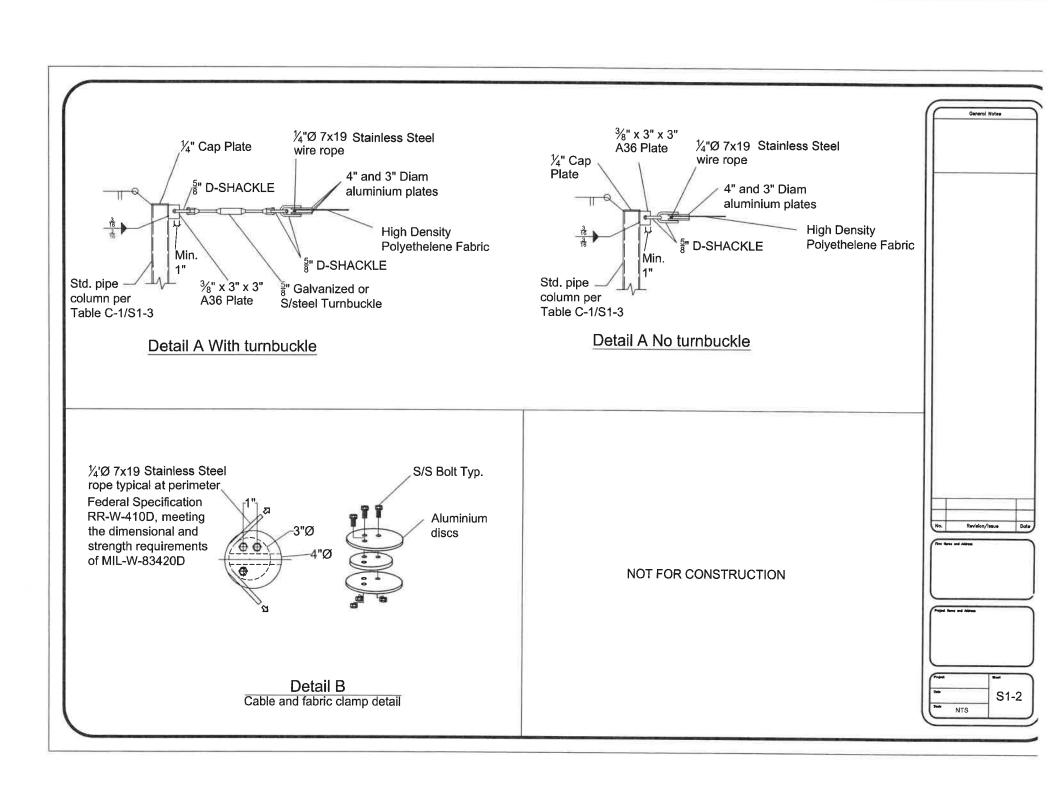
PAYMENT TERMS

SALESPE	ALESPERSON JOB PAYMENT TERMS		110	DUE DATE					
Chris Smith		Triangular Shade Sails	100% Due at Time	of Order		Time of Order			
QUANTITY		DESC	CRIPTION		UNIT PRICE		LINE TOTAL		
1.00	Double Tria	angular Shade Sails		\$	22,400.00	\$	22,400.00		
			ost Heights: 8' - 11'	<u> </u>	22, 100.00	7	22,100.00		
1.00	Engineering		oscinaigor o	\$	980.00	\$	980.00		
4.00		nchor Bolt Assembli	es	\$	575.00	\$	2,300.00		
1.00	Freight - Sł	nipping to Shearwa	ter Clubhouse, 100 Kayak Way,	\$	6,000.00	\$	6,000.00		
		ne, FL 32092					F#7 ZJ934		
	HDPE Fabr	ic - TBD			32.5				
	Installation	n NOT Included. Ir			fin.				
		Istallation -			4				
For permitting	yes [2 No 🗆				1			
Engineering	yes [No 🗆							
Footing cages	yes [Z No □					THE PERSON		
		Quote is va	lid for 90 days			7/10	ISO STEELIN		
To account this	nuonosal ule	ness Sien Data and	Description of the second of t		SUBTOTAL	\$	31,680.00		
Custom Canopi		ease sign, Date, and	Remit Payment to:		SALES TAX		0.00%		
11815 Burke St					TOTAL	\$	31,680.00		
Santa Fe Spring	•				#				
Print name :		-			153	3,1	80.00		

*Please note Engineering price is for <u>either Spread or Deep Footers</u>. If <u>both Spread & Deep Footers</u> are required for Engineering, additional Engineering Fees will Apply. Fabric must be removed in the event of expected inclement weather, such as Hurricanes, Tropical Storms, Snow Fall, per Supplied Engineering. Additional freight charges will apply and freight will need to be re-quoted if shipping to a residential address.

Date:





NOT FOR CONSTRUCTION Finished grade 1½" Non-Shrink Grout Pad (f'c = 5000 psi) sloped to drain 3 - #3 Ties 2" o.c. Baseplate per Table C-1 -1 ½" Typ. #3 Ties 10" o.c. 8'-6" deep Finished Surface 8 - #4 Verticals -1 of 4-A36 threaded rods Eq. Spaced w/ std. 90' hooks at top typ. (1 each corner, galyanized) 2'-0" thick 2500 psi concrete footing Reinf, eq. spaced each 6'-6" x 6'-6" x 24" deep Min. 3" Min. 3" reinforcing clearance to soil cir cover ¼"x3"x3" Plate washer with double nut typical each anchor bolt 2500 psi concrete with 1½" max. course aggregate Compacted subgrade below footprint of footing Baseplate bolt hole ø shall not exceed anchor bolt ø + † -Provide std. hardened washer for each anchor bolt & baseplate -Column baseplate and anchor bolts to be encased in 2500 concrete \(\psi/3\)" cover NTS Detail D - Spread Footing Option Detail D — Deep Foundation Option



Custom Canopies Intl. Inc. "SAFEST UNDER THE SUN"

POWDERCOAT COLORS





EXTRABLOCK

Designed for strength and durability, Alnet's Extrablock shadecloth protects against all of nature's extremes. It meets the highest standards and is knitted to be dimensionally stable for easy fabrication. Extrablock also comes in 16 California Fire Marshall approved colors and is backed by a 10-year warranty to demonstrate our dedication to quality, durability and safety.

— CERTIFICATIONS ————















ALNET is the leading innovator in synthetic textile and netting material production for the world's *architectural*, *agricultural*, *aquacultural* and *industrial* industries.

For more information, please contact **protect@AlnetAmericas.com** or visit us at **www.AlnetAmericas.com**





EXTRABLOCK

Properties	Mass ASTM 3776	Thickness	Fabric Width	Strip Tensile			Elongation at Break		Tearing Strength		Burst Strength	Temp. Stability		
Test Method		ASTM 3776	ASTM 3776	ASTM 1777	ASTM 3774	ASTM D 5034		ASTM D 4595-87		ASTM D 2261		ASTM 3787 Ball	ASIM 3786 Mullen	Length (despitation Links to 100 to 1
1179-17			DATE		Warp	Weft	Warp	Weft	Warp	Weft			****	
US	9.6 oz/yd	50.4 mil	118 in.	278 lbf	340 lbf	71%	74%	33 lbs	36 lbs	363 lb	460 psi	-13°F/+176°F		
Metric	325 gsm	1.28 mm	3 m	1236 N	1512 N	71%	74%	147 N	160 N	1615 N	3172 kPa	-25°C/+80°C		



Colors	UPF	UVR	Shade Factor	Fire Retardancy	Fire Resistance
Cream	13	92%	74%	Yes	ASTM C-84
Beige	33	97%	87%	Yes	ASIM E-84
True Blue	14	93%	89%	Yes	CA 12371 Title 19 - CSFA NFPA-701 #2
Forest Green	24	96%	94%	Yes	CA 12373 Title 19 - CSFA NFPA-701 #2
Silver	19	95%	93%	Yes	CA 1237.1 Title 39 - CSFA NFPA-701 #2
Sumblaze	14	94%	91%	Yes	CA 12371 Title 19 - CSFA NFPA-701 #2
Latte	18	95%	90%	Yes	CA 12373 Title 19 - CSFA NFPA-701 #2
Bottle Green	1 16	94%	91%	Yes	CA 12373 Title 19 - CSFN NFPA-701 #2
Charcoal	20	96%	94%	Yes	CA 12371 Title 19 - CSFN NFPA-701 #2
Midnight	33	98%	98%	Yes	CA 12373 Title 19 - CSFN NFPA-701 #2
Mint Green	18	95%	93%	Y62	CA 12373 Title 19 - CSFW NFPA-701 #2
Dove Blue	13	93%	90%	Yes	CA 1237.1 Title 19 - CSFN NFPA-701 #2
Oxide Red	14	93%	91%	Yes	CA 1237.1 Title 19 - C5FN NFPA-701 #2
Pearl Onyx	16	94%	86%	Yes	CA 12373 Title 19 - CSFW NFPA-701 #2
Purple	16	94%	86%	Yes	CA 12373 Title 19 - CSFM NFPA-701 #2
Otive	26	97%	96%	Yes	CA 1237:1 Title 19 - CSFM NFPA-701 #2
Yellow	16	94%	76%	Yes	ASTM E-84
Red	29	97%	86%	Yes	ASTM E-84
Brown	19	95%	93%	Yes	CA 12371 Title 19 - CSFM NFPA-701 #2
Navy Blue	23	96%	96%	Yes	CA 12371 Title 19 - CSFM NFPA-701 H2



STANDARD SHADE SAIL & SHADE STRUCTURE SPECIFICATIONS

Quality Assurance

All shade structures & shade sails shall be installed and rigged by a trained competent person.

All equipment shall be free of sharp edges and corners, or extremely rough surfaces.

All materials shall be new and conform to all standards as specified.

The steel frame and concrete foundations for the shade structures or shade sails shall be designed by an engineer licensed in the state of installation.

The steel frames and related concrete foundations for the shade structure to be designed in conformance with the latest version IBC or per local requirement.

Wind Design Speed: 80 to 130 miles per hour or per

local requirement.

Basic live load: 5 psf **Exposure:** C

Coatings

Non-galvanized steel

Where size of structure or determined loads require larger structural steel members or greater than 7 gauge thickness, carbon steel may be substituted. Cleaning and coating of carbon steel shall conform to the following:

- Degrease with mild alkaline cleaner at 140 degrees.
- Iron phosphate rinse to create a conversion layer on the steel.
- Prebake in oven at 350-400 degrees to burn off additional contaminants.
- Powdercoat with a TGIC polyester powder top coat.
- Min. of 2.5 millimeters thick.

Pre-galvanized steel

Steel already has a triple layer of zinc protection with a polymer clear coat, which acts as a primer.

- Clean with a mild alkaline solution.
- Prebake in oven at 350-400 degrees to burn off additional contaminants.
- Powdercoat with a TGIC polyester powder top coat.
- Min. of 2.5 millimeters thick.



Materials

Steel:

- All carbon structural steel shall be ASTM A-36, except steel pipe columns, which shall be ASTM A-53, grade B, unless otherwise noted.
- All welds are performed using E70XX electrodes or gas metal arc welding using ER 70S3 wire.
- All fillet welds shall be a minimum of threesixteenths (3/16) inch unless otherwise noted.

Tensioning cable & hardware:

- Shall conform to FED, Spec. RR-W-410
- Steel cable is determined based on calculated engineering load. For high and medium loads, ¼" (minimal) S/Steel 7x19 cable is to be used. For heavy loads, 5/16 3/8" (minimal) S/Steel 7x19 cable is to be used.
- Cable connectors and fabric hardware shall be stainless steel or galvanized.

Shade structure fabric shall meet the following list of requirements:

- High-density polyethylene to block out 90% of ultra violet rays
- Monofilament and tape construction giving a stable material.
- Rachell knitted to ensure material will not unravel if cut.

Strip tensile Strength:

Warp lb/inch 278 lbs Per ASTM D5034 Weft lb/inch 340 lbs Per ASTM D5034

Fabric Mass Minimum: 9.6 oz / sq. yd. **Fading:** Minimum fading

allowed after 5 years.

Temperature stability: Minimum temp. -13 ° F

Maximum temp. 176° F

Fire rating: CAFM Title 19 CFSM,

Section 1237 NFPA-701 #2

Weatherability: ASTM G53

All corners shall be strengthened with 13-16 oz

non-tear vinyl material.

Thread:

- Gortex Tenara thread
- Shall be high density, low shrinkage, abrasion resistant, UV radiation immune, unaffected by cleaning agents, acid rain, mildew, chlorine, saltwater, and industrial pollutants.
- Should be warranted for a period of ten (10) years.



Custom Canopies Intl. Inc. "SAFEST UNDER THE SUN"

Installation:

Install shade structures in a timely manner and coordinate with the work of other trades.

Securely fasten all parts to be attached. Make sure all parts interact freely and smoothly without binding, sticking or excessive clearance.

Install each shade structure and hardware item in compliance with the manufacturers' instructions and recommendations.



Warranty:

The structural integrity of the steel shall be warranted for twenty (20) years.

The fabric and sewn composite shade covering shall have a limited warranty for 10 years.

The product, when used in its designed capacity, must be guaranteed for a period of 10 years from original installation against:

- The steel frame corroding or deteriorating under normal conditions.
- The steel frame from deteriorating from faulty workmanship.
- Inappropriate design of supporting structure.
- All fabric tops shall be warranted for winds and gusts up to engineering requirement. The fabric warranty is void if winds or gusts are in excess of engineering.
- Excessive loss of color in the fabric under normal exposure conditions, including sunlight, rot and normal atmospheric chemicals that may render it unserviceable.
- Any wearing or blowouts due to wind caused by improper installation or design. Under extreme wind conditions that exceed our design capacity, it is advisable to remove the shade fabric from the structure.
- Structures are not warranted for damages caused by snowfall, cyclones, typhoons, or other acts of God. For canopies not engineered for snow loads, the fabric must be removed during months when snow or heavy wind and storms are expected.

The contractor reserves the right to repair or replace any item covered by the warranty.

Shade structures located in areas where they may be subject to damage during construction by handling, cleaning, etc. (i.e. painting, cleaning of concrete block) shall be protected and or removed from the location until the hazardous condition is terminated.

Maintenance:

Canopies and shade sails must be inspected and maintenance must be done at least once a year. Refer to the maintenance book supplied.



100% Recycled Plastic Lumber Furniture & Game Options

St. Augustine, Florida * www.southernbreezeof.com * (904) 315-3944

Proudly Made in the USA - Commercial Warranty 5 years



Hanging Swing
Overall Dims: 66"W x 25"H x 23"D
Seat Dims: 59"W x 6"H x 19"D, Weight: 81 lbs.
\$707.00



Game Table (Stores Balls, Pickleball Paddles, Cornhole Bags, Drinks, & More) 25"W x 36"H x 25"D, Weight: 45 lbs. \$297.00



Bench with Arms.1 Overall Dims: 66"W x 35"H x 23"D Seat Dims: 59"W x 6"H x 19"D, Weight: 83 lbs. \$676.00



Bench with Arms.2 Overall Dims: 60"W x 33"H x 21"D Seat Dims: 55"W x 17"H x 18"D, Weight: 90 lbs. \$707.00



Giant Connect 4

53"W x 62"H x 30"D, Weight: 100 lbs. \$1,257.00



Corn Hole Board Set (2 Boards)

24"W x 48"H x 12"D: Weight 44 lbs. each \$589.00



100% Recycled Plastic Lumber Furniture & Game Options

St. Augustine, Florida * www.southernbreezeof.com * (904) 315-3944

Proudly Made in the USA - Commercial Warranty 5 years

\$2,525.00



Octagon Picnic Table

Depth: 98"
Width: 98"
Height: 38"
Weight: 580 lbs.
Seat Width: 42"
Seat Height: 19.5"
Seat Depth: 13.5"

\$1,275.00



30" x 72" Picnic Table with Bench Dining Height

Depth: 72"
Width: 78"
Height: 30"
Weight: 254 lbs.
Seat Width: 72"
Seat Height: 16.75"
Seat Depth: 15.5"



48" Square Picnic Table Expanded Steel, Powdercoat Frame

St. Augustine, Florida * www.southernbreezeof.com * (904) 315-3944

48" Square Picnic Table with Game Board: \$1,475.00 + freight + tax



Game Board Tabletop:

Game board insert is 14 ga. steel with black powder coat. After game decal is applied, the insert is sealed with a clear coat finish. The standard game decal is red/black checkerboard.

- * Square table creates intimate setting and fits into more compact areas.
- * Nontip, nontrip, walk-through design. Bends are tightly formed to prevent tipping when weight is on one side.
- * All welded corner frames are fabricated from 1-1/2" diameter steel pipe.
- * Nominal table height is 30-1/2" and nominal seat height is 18-1/16".
- * Top is supported and attached to corner frames by two 1-3/4" x 1-3/4" x 1/8" die formed steel angles.
- * Corner braces square up the corner frames and strengthen the table. The corner frames are connected by two cross braces constructed of 1-5/16" O.D. steel pipe.
- * Table top and seats are one-piece welded construction, fabricated from 3/4"-#9 expanded steel welded to 1/8" x 2" formed steel edge bands and reinforced by 1/8" steel bars and 1-1/4" x 1/8" angle.
- * Thermo-plastic coating heat fused to expanded steel top and seats for durability and is formulated with U.V. stabilizers for ultraviolet protection. It is impact resistant and does not support mold or mildew.



Square Table, Contour Seats with backrests & Game Board Table \$2,000.00 *Freight & tax not included.



Round Table with Contour Seats & Game Board Table \$1.525.00

Powdercoat Finish



Blue



Black



Red



Yellow



Green



Grav



Expanded Steel













Brown









Gray

Light Green



Channel Bench Powder Coated Frame with Recycled Plastic Slats

St. Augustine, Florida * www.southernbreezeof.com * (904) 315-3944

Proudly Made in the USA - Warranty 50 years - material decomposition; 5 Years - recycled plastic components; 5 Years - Bench Frame; 1 year - Powdercoat

4' Bench: \$495.00 + freight + tax 6' Bench: \$734.00 + freight + tax



- * Extra heavy design to be stronger and more stable with a simple, clean design.
- * Sturdy, formed and welded steel frame construction.
- * Frames are either hot dip galvanized or powder coated.
- * 100% Recycled plastic seat and back planks with solid color and U.V. stabilizer for ultraviolet protection.
- * Precision drilled planks.
- * End frames are one-piece, welded construction with a back and seat bracket of 2-3/8" x 1-1/2" x 1/8" nominal sized, die-formed channel, and a 2.375" (2-3/8") O.D. post and foot to meet 2" nominal steel pipe specifications.
- * Bench leg is designed to be permanently embedded in concrete footings.
- * 4' bench has two frames; 6' bench has three frames.
- * All fasteners provided for assembly.





Tab 9

RESOLUTION 2025-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR POOL RESURFACING CONSTRUCTION PROJECT; APPROVING NOTICE OF THE REQUEST FOR PROPOSAL PROJECT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Trout Creek Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (the "Act"); and

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain certain public improvements; and

WHEREAS, the District Board of Supervisors ("Board") hereby finds that it is in the District's best interests to competitively solicit pool resurfacing construction services (the "Project") through a Request for Proposals ("RFP") process; and

WHEREAS, the Board desires to authorize the distribution and issuance of the RFP for the Project, and desires to approve the RFP Notice, Instructions to Proposers, and Evaluation Criteria to be included therein in substantially the form attached hereto as Composite Exhibit A; and

WHEREAS, the Board desires to authorize the Chairperson or Vice Chairperson, in consultation with District staff, to effectuate any further revisions to the Project Manual, including the documents attached as Composite Exhibit A to this Resolution, as is in the best interests of the District; provided, however, no changes may be made to the Evaluation Criteria without action of the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. All of the representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby approves the distribution and issuance of the RFP for the Project, and approves in substantial form the RFP Notice, Instructions to Proposers, and Evaluation Criteria as attached hereto as **Composite Exhibit A**, which documents may be subject to further review and revision by District staff, as finally approved by the District's Chairman or Vice Chairman. The Board further authorizes the Chairman or Vice Chairman, in consultation with District staff, to finalize the RFP Project Manual and authorizes issuance of the publication of the RFP Notice as finally approved.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 17th day of September 2025.

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
Chairman, Board of Supervisors

Composite Exhibit A: RFP Notice

Instructions to Proposers Evaluation Criteria

COMPOSITE EXHIBIT A

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT NOTICE OF REQUEST FOR PROPOSALS TROUT CREEK COMMUNITY DEVELOPMENT POOL RESURFACING

St. Johns County, Florida

Trout Creek Community Development District ("**District**" or "**CDD**"), located in St. Johns County, Florida, hereby announces that it is soliciting proposals to provide labor, materials, equipment and construction services in connection with the resurfacing of the District's swimming pools. This project primarily consists of pool resurfacing work, including but not limited to draining, surface preparation, repairs, resurfacing, and related pool improvement work (the "**Project**").

The "Project Manual," consisting of instructions to Proposers, technical information, contract forms, proposal forms, construction plans, and other materials, will be available upon request from Melissa Dobbins at MDobbins@rizzetta.com and are expected to be available beginning September 22, 2025 at 12 p.m. (EST). The District reserves the right in its sole discretion to make changes to the Project Manual up until the Proposal Deadline (defined herein), and to provide notice of such changes only to those Proposers who have provided their contact information to the District Manager via e-mail at MDobbins@rizzetta.com.

To be eligible to submit a proposal, and in addition to any other requirements set forth in the Project Manual, an interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in St. Johns County and the State of Florida. Additionally, interested firms must have successfully executed at least three projects in the last five years of substantially similar scope that exceeded one hundred thousand dollars (\$100,000) in contract amount and have a minimum bonding capacity of two hundred and fifty thousand dollars (\$250,000), along with being able to meet all other conditions of the Request for Proposal package. **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECT.**

Firms desiring to provide services for the Project must submit an original copy and one (1) electronic copy (PDF format and all documents included on a USB flash drive) of the required Proposal no later than **October 6, 2025 at 12:00 p.m. (EST) ("Proposal Deadline"**), at the offices of the District Manager, c/o Rizzetta & Company, Inc., 3434 Colwell Avenue Suite 200 Tampa, FL 33614 (**"District Manager's Office"**) (or at an alternative location to be determined and announced).

Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope, marked with a notation "PROPOSAL FOR TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT POOL RESURFACING." The District reserves the right to return unopened to the Proposer any Proposals received after the time and date stipulated above. Each Proposal shall remain binding for a minimum of one hundred twenty (120) days after the Proposal opening.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. The District reserves the right to reject any and all Proposals, make modifications to the work, award the contracts in whole or in part with or without cause, and waive minor or technical irregularities in any Proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District's best interests to do so. Any protest of the Project Manual, including, but not limited to the terms and specifications, must be filed with the District within 72 hours of posting of the Project Manual, together

with a protest bond in a form acceptable to the District and in the amount of \$10,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law.

The successful Proposer will be required upon award to furnish payment and performance bonds for one hundred percent (100%) of the value of the contract (as described in the Project Manual), with a surety acceptable to the District, and in accordance with Section 255.05, *Florida Statutes*.

NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS

Pursuant to Section 255.0518, Florida Statutes, the proposals will be publicly opened at a special meeting of the District to be held at the Proposal Deadline and at the District Manager's Office. The purpose of the special meeting will be to announce the names of the proposers and pricing. No decisions of the District's Board of Supervisors ("Board") will be made at that time. A copy of the agenda for the meeting can be obtained from Rizzetta & Company, Inc., the District Manager, at MDobbins@rizzetta.com. The date of the special meeting is October _____, 2025.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A Microsoft Teams link will be provided to all proposers that received a Project Manual so that Proposers, any member of the Board Supervisor or staff member or the public can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Manager's Office at 904-436-6270, at least three business days before the meetings. 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), for aid in contacting the District Office.

Any and all questions relative to this procurement shall be directed in writing by e-mail only to Rizzetta & Company, Inc., the District Manager, at MDobbins@rizzetta.com with e-mail copies to jennifer@cddlawyers.com and chrisl@cddlawyers.com. No phone inquiries please.

INSTRUCTIONS TO PROPOSERS

ANY PROTEST OF THIS PROJECT MANUAL MUST BE FILED WITH THE DISTRICT WITHIN 72 HOURS OF POSTING OF THE PROJECT MANUAL, TOGETHER WITH A PROTEST BOND IN A FORM ACCEPTABLE TO THE DISTRICT AND IN THE AMOUNT OF \$10,000 AND FOLLOWED WITHIN SEVEN (7) CALENDAR DAYS BY A FORMAL WRITTEN PROTEST STATING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH SUCH PROTEST IS BASED. FAILURE TO TIMELY FILE A PROTEST, OR FAILURE TO TIMELY POST A PROTEST BOND, WILL RESULT IN A WAIVER OF PROCEEDINGS UNDER CHAPTER 190, FLORIDA STATUTES, AND OTHER LAW.

General Instructions

- 1. OVERVIEW. Trout Creek Community Development District ("District" or "CDD"), located in St. Johns County, Florida, is a special purpose unit of local government established under Chapter 190, Florida Statutes, for the purposes of financing, constructing, acquiring, operating and maintaining public infrastructure improvements. The District is soliciting (i.e., this "Request for Proposals" or "RFP") proposals ("Proposal(s)") for contractors ("Proposer(s)") to provide labor, materials, equipment and construction services in connection with the resurfacing of the District's swimming pools. This project primarily involves pool resurfacing work, including draining the pools, preparing the surfaces through cleaning and repairs, applying new surfacing materials, and completing any necessary upgrades to surrounding features such as coping, tile, plumbing, and filtration systems to ensure the pools are fully restored and operational (the "Project").
- 2. **DUE DATE.** Firms desiring to provide services for the Project must one (1) original and one (1) electronic copy (PDF format, and all documents included on a USB flash drive) of the required Proposal no later than **October 6, 2025 at 12:00 p.m. (EST)** ("**Proposal Deadline**"), at the offices of the District Manager, c/o Rizzetta & Company, Inc. at 3434 Colwell Avenue Suite 200 Tampa, FL 33614 ("**District Manager's Office**") (or at an alternative location to be determined and announced). Proposals will be publicly opened at that time.
- **3. SUMMARY OF SCHEDULE.** The District anticipates the following schedule for the procurement, though certain dates may be subject to change:

DATE/TIME	EVENT
September 18, 2025	RFP Notice is issued.
September 22, 2025	RFP Project Manual available upon request.
September 29 through October 3, 2025	Site inspections available. (Notify District Manager.)
October 3, 2025 at 12:00 p.m.	Deadline for questions.
October 6, 2025 at 12:00 p.m.	Proposals submittal deadline.

4. **FAMILIARITY WITH THE LAW.** By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

5. INTERPRETATIONS AND ADDENDA; ZONE OF SILENCE. Any and all questions relative to this RFP or the Project shall be directed in writing by e-mail only to Rizzetta & Company, Inc., the District Manager, at MDobbins@rizzetta.com, with copies to jennifer@cddlawyers.com, and chrisl@cddlawyers.com. No phone inquiries please. All questions must be received no later than October 3, 2025 at 12:00 p.m. to be considered. Interpretations or clarifications considered necessary by the District in Proposal to such questions will be issued by addenda e-mailed, faxed or otherwise delivered to all parties recorded as having received the Project Manual. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers via email and, accordingly, all Proposers should email the District Manager at MDobbins@rizzetta.com and request to be placed on the distribution list.

Except as set forth in this Section, Proposers (including Proposer's officers, directors, employees, agents, representatives, contractors, affiliates, subsidiaries or anyone else acting on a Proposer's behalf) should not communicate during the submission and evaluation process with any District Supervisor, Evaluation Committee member, staff member, or other representative of the District, or any Commissioner, director, officer, staff member, employee or other representative of the City. ANY COMMUNICATION CONTRARY TO THE REQUIREMENTS OF THIS SECTION MAY CAUSE AN INDIVIDUAL FIRM, OR TEAM, TO BE DISQUALIFIED FROM PARTICIPATING.

Completing the Proposal

- 6. **PROPOSAL FORM.** All blanks in the Project Manual must be completed in ink or typewritten. The Proposal shall contain an acknowledgement of receipt of all documents and addenda (the number of which must be filled in on the Affidavit Regarding Proposal). In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents.
- **7. PROPOSAL REQUIREMENTS.** All Proposals shall include the following information in addition to any other requirements of the Project Manual:
 - A. A narrative description of the Proposer's approach to completing the Project described in the scope of work provided herein.
 - B. A completed Proposal Form, including but not limited to, the forms addressing: General Information, Personnel & Equipment, Experience, Financial Capacity, Pricing, Construction Schedule, Sworn Statement on Public Entity Crimes, Sworn Statement Regarding Scrutinized Companies, Anti-Human Trafficking Affidavit, and Affidavit Regarding Proposal.
 - C. In connection with completing the Proposal Form, Proposer shall:

- 1. List position or title and corporate responsibilities of key management or supervisory personnel. For each manager and/or supervisor who will work on the Project:
 - i. Proposer should include resumes with applicable certifications.
 - ii. Proposer should supply information regarding the Project manager's / supervisor's background and experience with projects similar to the Project. (Supply at least 3 examples of experience on similar projects.)
 - iii. Proposer should supply at least 3 references for each Project manager/supervisor from someone other than individuals affiliated with the Proposer.
 - iv. Proposer shall include information about office location for each of the individuals provided in this section.
- 2. Describe proposed equipment that will be used for the Project. Among other things, provide the following:
 - i. The age of the equipment.
 - ii. Quantity of each piece of equipment to be used.
 - iii. Whether the equipment is owned or leased/rented.
 - iv. Whether the equipment will be pledged to only the Project or also to other projects and, if the latter, what percentage of time the equipment will be available to the Project.
 - v. The availability of the equipment to be mobilized on an expedited schedule and the timing associated with the same.
- 3. Provide a list of all subcontractors and suppliers that will be hired by Proposer for the Project. For each subcontractor / supplier, provide the following:
 - i. A description of the subcontractor / supplier's role in the Project.
 - ii. A description of the subcontractor / supplier's background and experience, as it relates to the Project.
 - iii. The subcontractor / supplier's geographic location.
 - 1. For suppliers, identify also the location where the goods will be produced and shipped.
 - iv. At least three references, including identifying the name, address and phone number for the reference.
 - v. For all major subcontractors / suppliers, information regarding the financial capability of the subcontractor / supplier.
- 4. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, available for the Project. Identify the amount of each person's time that will be devoted to the Project.
- 5. Describe at least three projects of similar size and scope to the Project that Proposer has undertaken within the last three years along with relevant project

information, including original contract amount, change order values, final contract amount and information related to starting and finishing schedule. For the project, Proposer shall supply the contact person for the client along with all contact information. They may be called and asked for a reference of the firm.

- Describe previous or currently contracted work with other community development districts along with contact information from that community development district.
- D. Related Experience: A detailed list of projects that best illustrate the experience of the Proposer and staff which will be assigned to the Project. List at least (3) projects and include only projects which were completed within the last five years. Provide the following information for each project:
 - 1. Name and location of the project
 - 2. The nature of the Proposer's responsibility on this project including project delivery method
 - 3. Provide the name, address, phone number, and e-mail address of an Owner's representative who can be contacted to provide a reference
 - 4. Size of project (dollar value and square footage of project)
 - 5. Present status of the project and the date project was completed or is anticipated to be completed
- E. Information regarding the financial capability of the Proposer. In particular, Proposer should supply the following:
 - 1. Copies of financial statements for the past three years, and an interim balance sheet not more than 60 days old.
 - 2. Information regarding current contracts on hand.
 - 3. Information regarding contracts completed during the last three years.
 - 4. Information regarding personnel hired by, and equipment owned by, the Proposer.
- F. Pricing for all work, with unit pricing in a detailed schedule of values. This schedule of values shall be used to price change orders, if any, and therefore must be sufficiently detailed.
- G. Detailed schedules for all work, as well as descriptions of how the Proposer intends to use its equipment and personnel to meet those schedules.
- H. Proposed insurance and bonding levels, above and beyond the minimum proposed under the forms of contract. Include Certificate of Insurance and proof that the Proposer is able to obtain payment and performance bonds for 100% of the amount of the Project.

- I. Copies of all major material warranties (e.g., for all large purchases), and proof of assignability.
- J. Information regarding whether the Proposer, or any of its proposed subcontractors/suppliers, is a St. Johns County local business.
- K. Copies of all applicable business licenses.
- L. Completed copies of all other forms / documents, and all other information, required under the Project Manual.
- M. A list of ALL current or active claims/lawsuits the Proposer is currently engaged. This should include some level of detail as to why this claim/lawsuit is ongoing.
- N. As referenced above, a list of any proposed changes to the contract form.
- 8. QUALIFICATIONS OF THE PROPOSER. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. THE DISTRICT WILL ONLY CONSIDER PROPOSALS FROM PROPOSERS WITH AT LEAST THREE (3) PROJECTS THAT EXCEEDED \$250,000 IN THE LAST THREE (3) YEARS SUBSTANTIALLY SIMILAR TO THE SCOPE OF THIS PROJECT AND THAT HAVE A CURRENT, VERIFIED MINIMUM OF \$250,000 IN BONDING CAPACITY.
- **9. INSURANCE.** All Proposers shall include as part of the Proposal a current Certificate of Insurance detailing the company's insurance coverage, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide proof of insurance in the form required under the form of contract, within seven (7) calendar days after notification, or within such approved extended period as the District may grant.

The form of contract sets forth certain minimum insurance requirements. Proposers must be able to meet the applicable insurance requirements in order to apply, and the failure to meet such requirements may result in the District's rejection of the Proposal or deductions in scoring.

10. WARRANTIES. The form of contract includes various warranties that shall be provided by the Proposer to the District. Among other requirements, any warranties provided by material suppliers must be assignable to the District. If an assignment of warranty requires the material supplier to consent to same, then the selected Proposer agrees that it will secure the material supplier's consent to assign said warranties to the District. Related, and as set forth in more detail in the forms of contract, the selected Proposer will be responsible for providing any necessary warranties, maintenance bonds and other forms of indemnification to the extent necessary to turnover completed improvements to the County or other governmental entities.

- 11. FINANCIALS. The Proposer shall include as part of its Proposal proof of financial capability. In the event the Proposer is notified of award, it shall provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years, as required in the sole discretion of the District.
- **12. SIGNATURE ON PROPOSAL.** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Affidavit Regarding Proposals. If the Proposer is a corporation, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.
- 13. PROPOSAL GUARANTY. A certified or cashier's check on any national or state bank, or a proposal bond, in the amount of 10% of the total pricing set forth in the Proposal, and payable to the District, must accompany each Proposal as a guarantee that the Proposer will promptly enter into an agreement to do the work following award of the contract, and upon seven (7) days written notice from the District. The proposal guaranty shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred and twenty (120) calendar days after the due date for the Proposals.
- 14. SUBMISSION OF PROPOSALS. Submit one (1) original and one (1) electronic copy (searchable PDF format on a USB flash drive, free from malware and viruses) of a completed Project Manual, including any Addenda thereto, at the time and place indicated herein. Such Proposal shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, "PROPOSAL FOR POOL RESURFACING TROUT CREEK CDD PROJECT."
- **15. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers may be disqualified and their Proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.
- 16. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT; WITHDRAWAL. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time. No Proposal may be withdrawn for a period of one hundred and twenty (120) days from the due date for the Proposals.

Acknowledgments

17. SITE INSPECTIONS & CONDITIONS. Proposers may, and should, visit the project site at the times set forth in Section 3. Please contact the District Manager, using the information herein, if you would like to attend either of the site inspections. NOTE THAT THE "ZONE OF

SILENCE" REFERENCED IN SECTION 5 APPLIES TO THE SITE INSPECTIONS, AND ACCORDINGLY PROPOSERS SHOULD REFRAIN FROM DISCUSSING THIS RFP WITH THE DISTRICT MANAGER'S REPRESENTATIVE WHILE AT THE SITE INSPECTION.

- **18. ACKNOWLEDGMENTS.** In addition to any other requirements set forth in the Project Manual, and with the signature on the Affidavit Regarding Proposal, the Proposer acknowledges the following:
 - A. The Proposer has carefully reviewed the Project Manual, including the forms of the contract, the specifications, any and all subsurface reports and data (if any), and all other documentation included within the Project Manual. The documents contained within the Project Manual, including the form of agreement, are complementary, and what is called for by one is binding as if called for by all. If the Proposer finds any conflicts, errors, ambiguities or discrepancies with the Project Documents and/or Project Manual, he/she shall call it to the District's and/or the District's designees' attention in writing within the time period allotted for asking questions as part of the procurement process.
 - B. The Contractor is required to perform all testing and retesting, if necessary, and as required by the State of Florida, St. Johns County, the St. Johns River Water Management District, the Florida Department of Health, and all other regulatory agencies prior to Project acceptance. The entire site is available to any Proposer for surface or subsurface investigation, upon request of the District.
 - C. The Proposer shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances.
 - D. The Proposer is responsible for inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies in the Project Manual that may affect the construction and its costs, timing, etc.
 - E. The Proposer shall complete the work for the Project in a professional and workmanlike manner typical of the industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
 - F. All storm drainage must be maintained to each property adjacent to the Project during construction. If this does not occur, Proposer will be responsible for any damage that may result.
 - G. Proposer shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for

the District and others on site. Proposer shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the performance of the work. This shall also include the coordination of, safety and protection associated with all aerial and underground facilities related to the work.

- H. Proposer shall be responsible for all costs associated with traffic control and maintenance during the Project.
- Proposer shall work with the District to identify an acceptable staging area or areas, but will be required to control and protect such area(s) with fencing and other means.
- J. Any estimate of quantities of work to be done and materials to be furnished to the successful Contractor is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Proposer shall be solely responsible for computing quantities for the preparation of its Proposal and the execution of the work.
- K. All necessary construction staking survey work must be provided by Proposer.
- L. All materials and services provided for by Proposer shall be performed in strict compliance with all applicable governmental regulations, permits required, 2010 American with Disabilities Act ("ADA") Accessibility Guidelines, and local, state and federal laws.

Permits

18. PERMITS. Upon award of the contract, Proposer shall obtain and pay for all permits and licenses. The District shall assist Proposer, when necessary, in obtaining such permits and licenses. Proposer shall pay all governmental charges and inspection fees necessary for the prosecution of the work which are applicable at the time of the submission of Proposal (or when contractor becomes bound under a negotiated contract).

Direct Purchasing

19. OWNER DIRECT PURCHASES. The District reserves the right to require the selected Proposer to allow the District to enter into all agreements with material suppliers directly with the District. This saves the amount of the sales tax, when the District purchases material/equipment required for a project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment, plus the sales tax. The contract cost reduction is

accomplished through the change order process. Each Proposer, in its subcontract agreements, shall ensure that such agreements are assignable for the purposes of direct purchasing by the District. Proposer's warranties and performance bonds shall extend to cover all direct purchased materials, as though Proposer had selected and purchased the materials itself. Direct Purchases shall be coordinated with Proposer, and the Proposer shall agree beforehand on all direct purchase type and quantities. There will be no additional compensation (such as mark-ups) to the contractor for direct purchase items.

Contract Award & Protests

- 20. EVALUATION OF PROPOSALS. Each Proposal shall be separately ranked based on the evaluation of the Proposal, any information obtained through reference checks, and any information generally known to the District, and according to the Evaluation Criteria contained within the Project Manual. The District's Board of Supervisors ("Board") intends to evaluate the Proposals, with advice from the District Engineer and District Manager. The District's Board shall review and evaluate the Proposals in their individual discretion, and make a recommendation to the Board, which shall make any final determination with respect to the ranking of the Proposals, and final award of a contract that is in the best interests of the District. Chapter 112, Florida Statutes will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.
- 21. DISTRICT'S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS. The District reserves the right to reject any and all Proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the Project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so. Subsequent to the award of the contract, the District, in its sole and absolute discretion, may direct that the Project be delivered in multiple phases rather than all at once or not at all. Such direction may be specified in one or multiple Notices to Proceed, which Notices to Proceed may include, in the District's sole and absolute discretion, any portion of the Project. Moreover, any portion of the Project that the District does not direct for delivery in one or more Notices to Proceed may be, in the District's sole discretion, removed from the scope of the Project and contractor shall have no recourse or claim whatsoever for damages against the District for such removal.
- **22. CONTRACT AWARD.** Within seven (7) days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, the Proposer shall enter into and execute a form of agreement substantially in the form included in the Project Manual, unless requested otherwise by the District. Any work provided and any cost incurred by the Proposer prior to receiving the Notice of Award, executed contracts, and the Notice to Proceed will be at the Proposer's risk unless specifically agreed to in writing by the District.
- 23. PAYMENT & PERFORMANCE BONDS. At the time the contract is executed, the Proposer will be required to furnish payment and performance bonds for one hundred percent (100%) of the contract price with a surety with a rating of 'A' or better as assigned by A.M. Best

Company, or an equivalent rating assigned by a similar rating agency acceptable to the District, and in accordance with Section 255.05, *Florida Statutes*. As part of the Proposal, Proposer shall provide evidence showing that Proposer is able to furnish bonds in the amount of the Proposer's total contract price.

- 24. INDEMNIFICATION. To the fullest extent permitted by law, Proposer shall indemnify and hold harmless the District and their respective members, parents, partners, Board members, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, employees, representatives, contractors, subcontractors, agents, successors and assigns of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Proposer or those acting on Proposer's behalf in connection with the Proposal and/or this RFP. In the event that any indemnification, defense or hold harmless provision of this Project Manual is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. Additional indemnification, defense, and hold harmless obligations are as set forth in the forms of contract.
- **25. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.
- 26. **PUBLIC RECORDS.** The District is a governmental entity, and, accordingly, the Proposals will be publicly opened as stated above. Additionally, it is likely that the Proposals are or will become public record at some point in the procurement process. That said, Florida law does recognize certain exceptions from the public records laws. For example, financial statements submitted as part of a Proposal to a Proposal for a public works project may be exempt from disclosure. See s. 119.071(c), Fla. Stat. In the event that the Proposer believes that any particular portion of the Proposer's Proposal is exempt from disclosure, the Proposer shall mark the exempt pages as "CONFIDENTIAL - EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Proposer. In the event that the District reasonably and in good faith believes that the Proposer's information is not confidential or exempt under Florida law, the District may provide the information in Proposal to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Proposer's information, the District may require the Proposer to indemnify, defend and hold harmless the Indemnitees from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.
- **27. MANDATORY AND PERMISSIVE REQUIREMENTS.** The only mandatory requirements contained within the Project Manual are that: (i) an interested firm must hold all required local, state and federal licenses in good standing, and (ii) be authorized to do business

in the St. Johns County and the State of Florida. All of the requirements or provisions set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

28. PROTESTS. Any protest regarding the Project Manual, including but not limited to, the evaluation criteria and process, specifications or other requirements contained in the Project Manual, must be filed in writing at the District Manager's Office and with District Counsel, by no later than 72 hours after receipt of this Project Manual. District Counsel's office is located at c/o Kilinski | Van Wyk PLLC, 517 E. College Avenue, Tallahassee, 32301. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely file a formal written protest, or failure to timely post a protest bond, shall constitute a waiver of any right to object or protest with respect to any matter relating to the Project Manual.

Any person who files a notice of protest regarding the Project Manual, or regarding any ranking or intended award by the District, or any other matter, shall post a protest bond in a form acceptable to the District. The protest bond amount shall be the amount of \$10,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor. REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT AND THE PROJECTS, THE PROPOSER AGREES THAT THE DISTRICT MAY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

Special Considerations

- **29. SCHEDULE; LIQUIDATED DAMAGES.** The Contractor shall submit a detailed project schedule within 7 days of contract execution, with substantial completion required within 90 days of Notice to Proceed. Liquidated damages shall be assessed at \$500 per day for delays beyond the substantial completion date, representing the District's reasonable estimate of actual damages for delay.
- **30. ASSIGNMENT OF RIGHTS.** Pursuant to the forms of contract, the District will own all rights to any intellectual property or other work completed as part of the Project, and all rights of the District to such property as well as all of the District's rights under the forms of contract including warranties, bonds, insurance, indemnification, etc. shall be freely assignable by the District and to the County and the landowner/developer as may be applicable.

- 31. E-VERIFY. The successful Contractor must comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statute, the Contractor must register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, Florida Statutes, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes. By entering into the Agreement, the Contractor will represent that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), Florida Statutes, within the year immediately preceding the date of the Agreement.
- **32. GROUNDS FOR REJECTION.** Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, the Proposer fails to demonstrate proper licensure and business organization, the Proposal identifies a duration of the work which in the District's evaluation, is not all inclusive of a complete and functioning Project from beginning to end, within the provided Contract Times of Completion. The District shall also have the right to reject any or all Proposals if the District believes that it would not be in the best interest of the District to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by District. Any or all Proposals in which the prices are obviously unbalanced, nonconforming, or conditional are subject to rejection. A Proposal in any way incomplete or irregular may provide a basis for rejection.

EVALUATION CRITERIA

1. PRELIMINARY REQUIREMENTS

(Pass / Fail)

An interested firm must: (1) hold all required local, state and federal licenses in good standing, (2) be authorized to do business in St. Johns County and the State of Florida, (3) demonstrate a minimum of \$250,000 in bonding capacity, and (4) have successfully completed at least three similar resurfacing projects in the last five years exceeding \$100,000 in value.

2. EXPERIENCE

(25 Points Possible)

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past performance in any other contracts; claims history; etc.

3. PERSONNEL & EQUIPMENT

(15 Points Possible)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the Project; proposed staffing levels; capability of performing the work; consider whether the firm is a St. Johns County local business or proposes to utilize St. Johns County local business(es) to perform the work; availability of equipment and personnel, etc.

4. FINANCIAL CAPACITY

(10 Points Possible)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Also, this category includes an evaluation of the Proposer's insurance and warranties offered, above and beyond what is required under the contract documents. The Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or other similar information.

5. PRICE

(25 Points Possible)

This category addresses overall pricing for the Project, as well as consideration of unit prices and the overall reasonableness of the pricing. This category will be a combination of the combined analyses of actual price and reasonableness.

6. SCHEDULE

(25 Points Possible)

This category addresses the timeliness of the Project schedule, as well as the Proposer's ability to credibly complete the Project within the Proposer's schedule. Time is of the essence of this Project.

100 Total Points Possible

Tab 10

ESTIMATE

C Buss Enterprises Inc 152 Lipizzan Trl Saint Augustine, FL 32095-8512 clayton@cbussenterprises.com +1 (904) 710-8161 www.cbussenterprises.com



\$55,444.98

Bill to

Trout Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Estimate details

Estimate no.: 1421

Estimate date: 09/14/2025

PO: Lap Pool Heaters

#	Product or service	Description	Qty	Rate	Amount
1.	POOL HEAT PUMP	BUILT RIGHT HEAT/CHILL PUMP 135K BTU 230V 5-YEAR PARTS & LABOR WARRANTY	6	\$5,795.26	\$34,771.56
2.	POOL GAS HEATER	JANDY JXiQ [™] 400K BTU GAS Pool Heater with VersaFlo 1-YEAR MANUFACTURER WARRANTY Compatible with AqualLink WiFi, Connect w/ Bluetooth	2	\$5,686.85	\$11,373.70
3.	POOL PARTS	4' X 4' HURRICANE PAD	6	\$289.12	\$1,734.72
4.	LABOR	INSTALLATION & PREP OF PLUMBING TO INCLUDE ALL VALVES FOR INDIVIDUAL USE, PVC FITTINGS, GLUE/CLEANER & FLOWMETERS FOR EACH HEATER UNIT.	1	\$7,565.00	\$7,565.00

Total

Note to customer

*Electrical Connections NOT INCLUDED. This may require a permit.
**Gas Connections NOT INCLUDED. This may require a permit.
25% DEPOSIT IS REQUIRED AT CONTRACT SIGNING.
This Hybrid system gives you the best of both worlds. Guaranteed heat in the winter with optional cooling in the Summer. The Heat Pumps are very efficient and can generate heat using less energy than gas. The Heat Pumps will NOT generate much heat when the ambient air temperature is lower than the mid-40's. During these cold weeks, we will turn on the gas heaters. We will capture as much heat as possible from the heat pump during the day and then use the gas heaters to maintain the desired water temperature for the rest of the time. It's a great alternative to just one system or the other.

This Heat Pump has the best warranty in the Industry.

- -Titanium Heat Exchanger
 -Among the most energy-efficient heaters available.

 $\ensuremath{\text{C.}}$ Buss Enterprises is a registered Dealer and Specialty Contractor for Built Right Heaters.

Accepted date

Accepted by

ESTIMATE

Wayne's Solar, Inc. 357 Andrews Street Ormond Beach, FL 32174 ricky@waynesolar.com +1 (386) 673-9720 www.waynesolar.com



Bill to

Trout Creek CDD 100 Kayak Way St Augustine, FL 32092 Ship to

Subtotal

\$59,500.00

Trout Creek CDD 100 Kayak Way St Augustine, FL 32092

Estimate details

Estimate no.: 1429

Estimate date: 02/13/2025

Site Address: 100 Kayak Way, St Augustine Sales Rep: Jamie Ressler - 386-569-3499 Phone Number: Moira - 904-295-9202

#	Product or service	Description	Qty	Rate	Amount
1,,,	SQ200 (deleted)	Aquacal SQ200 heatpump w/ hot gas defrost / Heat & Cool	8	\$6,250.00	\$50,000.00
2.	Labor - Heat Pump & Gas Heater	Labor - Installation of pool / spa heater including all plumbing and miscellaneous parts	1	\$9,500.00	\$9,500.00
3.		After evaluating your pool, and based on the manufacturers recommendations, it would be best to install a series of heatpumps to heat your pool continuously throughout the year. The proposed heaters are also capable of cooling the pool in the warmer months. The site design is based on a desired pool temperature of 82 degrees.			
4.		Electrical services and hookups are not included in this estimate - Recommendation - Pruette Electric			
5.		A 50% deposit is required at the signing of this contract before scheduling or any work will be performed.			

Accepted date

Accepted by



SHEARWATER

March 5, 2025

Address: 100 Kayak Way, St. Augustine, FL 32092

Re: Install new gas heater

We propose to furnish all supervision, labor, materials, and equipment necessary to perform the following work:

- Lochinvar CPN2072
- Lochinvar Outdoor Vent
- Lochinvar Storm Collar
- Lochinvar High end cap
- Installation of Gas Heater and Fittings

Project Total

\$60,509.00

Additional Items to Discuss:

- Gas Hook-Up Excluded
- Electrical Hook-Up Excluded
- Start-Up Excluded \$1,500.00
- Installation any CPVC on the return line.
- All other equipment to remain as-is
- Adequate access to the construction area
- Parking near the work site for daily mobilization/demobilization.
- Crown is not responsible for damage to driveways/sidewalks, etc. If access is not adequate it may result in additional charges.
- Repair or replacement of any or all landscaping, irrigation, electrical or water utilities that are damaged in the construction or demo process. Crown Pools, Inc. is not responsible for the moving or damage of patio or lawn furniture in construction or demo process.

Crown Pools, Inc. Crownpoolsinc.com CPC1456979 904.858.4300

Crown Pools Inc. /3002 Philips Highway, Jacksonville, FL 32207/904.858.4300/crownpoolsinc.com



Please sign the return with all the information below, upon Crown Pools, Inc. receiving a signature approving the above-described materials, this order will proceed at the appropriately scheduled time.

The information below is required to proceed with your order

Crown Pools, Inc. Crownpoolsinc.com CPC1456979 904.858.4300

Billing Address:	
Mailing Address:	
Site Address:	
Contact Phone:	Contact Email:
Approval From:	Title:
Signature:	Date:
Please feel free to contact us should you have any q	uestions or concerns.
Sincerely,	

BID-PROPOSAL



Epic Pools, Inc. 12276 San Jose Blvd., Ste 417 Jacksonville, FL 32223 PHONE (904) 417-5100 CPC# 1457438

DATE: 2/26/25

	NAME: TROUT CREEK CDD			
and				
BUYER/	PROJECT ADDRESS: 100 KAYAK WAY	CITY ST JOHNS	STATE/ZIP FL 32092	PHONE
OWNER				
the section of the se	ALTERNATE ADDRESS (IF ANY)	CITY	STATE/ZIP	PHONE
			1	

We hereby propose to furnish the following work:

Supply & Install (8) Aqua Cal 3 phase Heat Pumps as recommended by manufacturers heating audit. To also include saw cutting concrete for plumbing, each unit will have its own valve system for option to run less or more.

Warranty 2 years for parts and components

1 year for labor

5 years for compressor

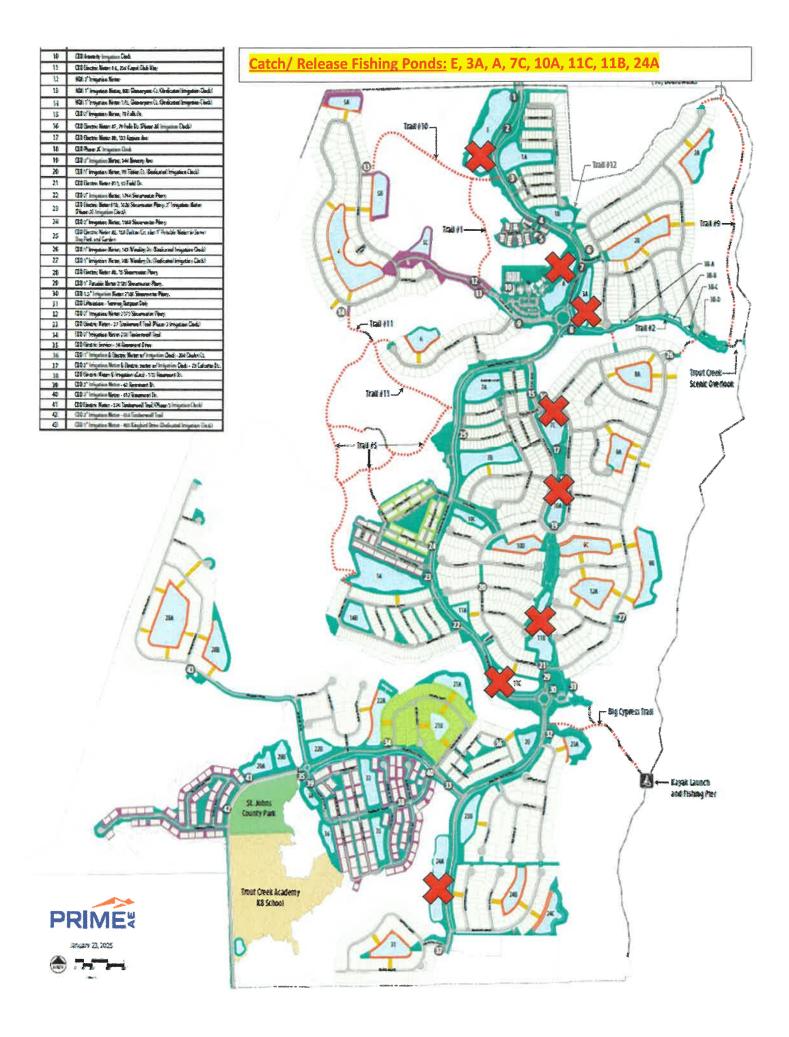
Lifetime on titanium tube

*** electrical not included we are waiting for JEAs engineers.

Payment Schedule					
Deposit of \$10,000.00					
Payment due upon delivery of units in the amount \$30,000.00					
Final Payment due upon units installed \$22,350.00					
NOTE: This proposal may be withdrawn by us if not accepted within 30 days.					
X	_ Date				
Customer					
X	Date				
Customer	-				
\mathbf{x}	Date				
Contractor	Daic				

Total. \$62,350.00

Tab 11



- 8. Alcoholic beverages, glass containers and other breakable items are prohibited,
- 9. Please follow all USCG recommendations and wear approved personal flotation devices when operating a vessel on the waterway.
- 10. No motorized vessels. No unattended vessels. No golf carts allowed. No discharges into the water.
- 11. If you brought it, take it. If you leave it, management is not responsible.
- 12. Use caution. Nature trail is slippery when wet.
- 13. Facilities available for residents to use at their own risk

BARBEOUE GRILL POLICIES

- 1. Patrons shall check-in with Management staff prior to using the Shearwater community grills.
- 2. Management staff will turn on a community grill and answer any questions regarding the operation of such grill.
- 3. Grills are only available for use, on afirst-come, first-served basis, to individuals eighteen (18) years and older who have the general, operational knowledge of barbeque grills.
- 4. Patrons shall comply with the following rules when operating a community grill:
 - a. Community grills shall not be left unattended at any time while in use;
 - b. Please be courteous and share the community grill area;
 - c. Clean up all trash and other debris generated during the use of community grill and deposit the same in appropriate trash receptacles;
 - d. Clean the grill(s), counter space(s), and picnic table(s) after use, with cleaners provided in the cabinets underneath the community grills;
 - e. Glass and other breakable items are not permitted in the community grill area.
 - f. The District reserves the right to seek reimbursement for costs related to the violation of any of the above policies or for a failure to return any rental items within twenty-four (24) hours.

POND POLICIES

The ponds at the District are part of a storm water management system designed to treat runoff from lots and streets and control flooding.

- 1. Fishing, swimming, and unapproved watercraft of any kind in the storm water ponds within the District is strictly prohibited.
- 2. All trash or debris must be disposed of in the appropriate receptacles.
- 3. Only authorized personnel are allowed to introduce or stock any of the bodies of water.
 - 4. Parking along the right of way or on any grassed area near the storm water ponds is prohibited
- 5. Homeowners whose lot abuts the storm water pond are responsible for mowing, weeding and trash removal to the water line.
- 6. Continued violation of this policy will result in the immediate reporting to local law enforcement authorities.

PARKS, EVENT LAWN, AND PLAYGROUND POLICIES

- 1. Parks, event lawns, and playgrounds are available on a first come first serve basis, no reservations are permitted.
- 2 Community Event Fields and Lawn are for residents only. Unless approved by the District prior to use, no organized sports may hold practices, games or events on such areas.
- 3. Patrons and Guests using the parks and playgrounds must remove debris brought to the playground.
- 4. Glass containers are prohibited.

AQUATIC MANAGEMENT PLUS

Estimate 2385

LLC

109 Oak Tree Lane Palatka, FL 32177 3869161575 www.aquaticmanagementplus.com



ADDRESS

Jessica Knutelsky Shearwater - Trout Creek CDD 100 Kayak Way

St. Augustine, FL 32092

DATE 08/21/2025

TOTAL \$13,084.75

ACTIVITY	QTY	RATE	AMOUNT
Fish Stock Bass 1-3"	685	4.85	3,322.25
POND BREAKDOWN E - 200, A - 150, 3A - 150, 7C - 25, 10A - 25, 11B - 25, 11C - 25, 24A - 50, 29A - 20, 29B - 15			
Fish Stock Blue Gill 1-3"	6,200	1.10	6,820.00
POND BREAKDOWN E - 1000, A - 1000, 3A - 1000, 7C - 500, 10A - 500, 11B - 500, 11C - 500, 24A - 700, 29A - 300, 29B - 200			
Fish Stock Channel Catfish 2-3"	3,050	0.85	2,592.50
POND BREAKDOWN E - 500, A - 500, 3A - 500, 7C - 250, 10A - 250, 11B - 250, 11C - 250, 24A - 300, 29A - 150, 29B - 100			
Fish Stock Delivery to 10 locations \$35/per	10	35.00	350.00
	SUBTOTAL		13,084.75
	TAX		0.00
	TOTAL		\$13,084.75

THANK YOU.

Accepted By

Accepted Date

Hello Belynda,

As per our conversation, to give you an accurate quote for each of your ponds, we would suggest a pond inspection by our farm manager. A pond inspection would allow him to assess the condition of each pond and their individual needs. We charge \$150 per pond, however, because you would need 10 ponds inspected, we would only charge \$500. Inspections could begin as early as next week.

A healthy, self-sustainable pond needs mosquitofish, minnows, bream, catfish and bass. Every species in your pond will eat mosquitofish at some stage of their lives. We recommend a minimum of 4000 per acre. Minnows are the next step in the food chain; they breed prolifically and can grow to 6 to 12 inches; recommendation for a 1-acre pond is 2000 fish. Bream are all types of Sunfish – Bluegill, Warmouth, Shellcrackers, Crappie to name a few. Warmouth are a great fish to hook; they fight like bass but don't get to a huge size. Bluegill are the most prolific and grow to a nice size, recommendation is 1000 per acre. Catfish are bottom feeders; they'll consume detritus of all kinds, animal and vegetative. Catfish grow their whole lives and can live to be 20 years old or more. Stock 200 catfish per acre. Bass are needed for population control; they're the apex predator in a pond. If you have concerns about overpopulating your pond, which can happen in a catch and release pond, we can supply Hybrid Striped Bass. They'll grow to trophy size, 20-25 pounds, but because they're a hybrid they won't reproduce. Largemouth bass recommendation is 200 per acre, hybrids 300 per acre.

Minimum stocking for a 1-acre pond to include:

4000 Mosquitofish

2000 Minnows

1000 Bluegill

200 Catfish

200 Bass

An educated guestimate for stocking all 10 ponds, would be \$40K to \$60K total. We do offer discounts of up to 20% on orders of this size. Pond package costs can go up or down depending on the quantity and size of fish being stocked.

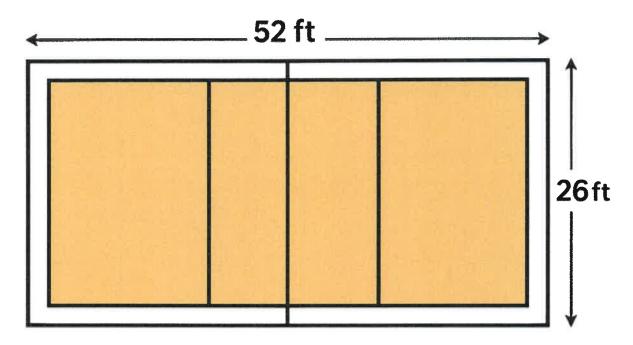
Regards,

Dori

Shongaloo Fish Farm

Tab 12

Outdoor Volleyball Court Spec for Falls Park (No Buffer) 52ft X 26ft Grass Court



Assumptions

- Court only: 52 ft × 26 ft
- No perimeter buffer included in quantities
- Installed on grass, with sprayed court lines and boundaries

2 Nets (1 as replacement/backup) - \$450.00

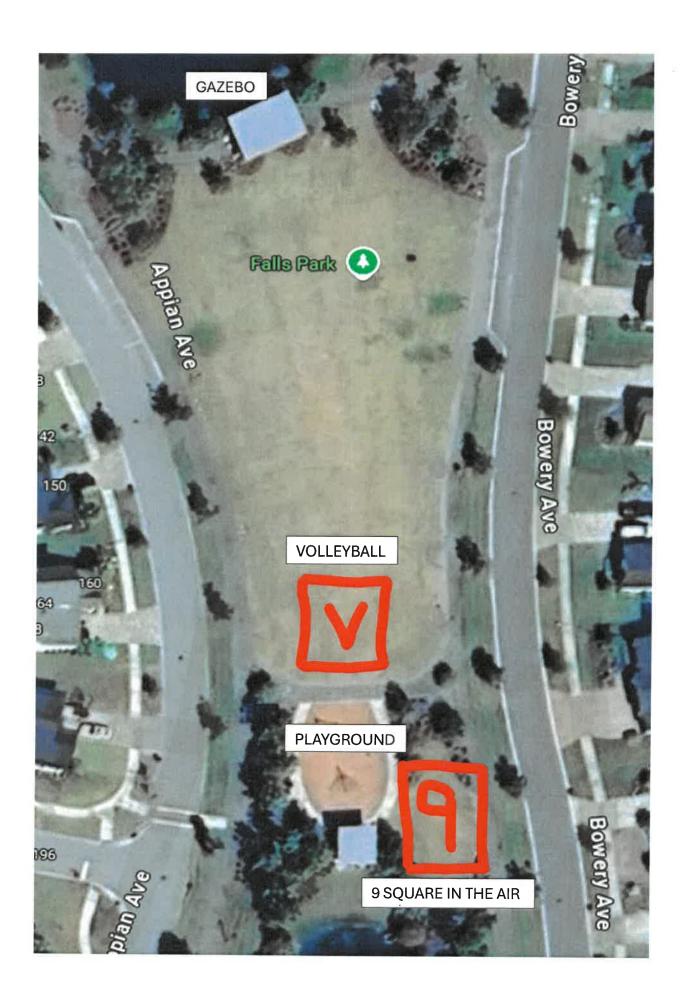
Galvanized Steel Poles w/ Hardware - \$1,250.00 // Pressure Treated Timber Post w/ Hardware - \$100.00

Volleyball equipment - \$40.00

Grass Court Spray - \$258.00

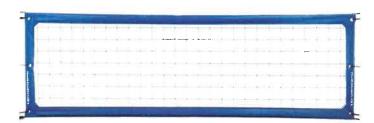
TOTAL ESTIMATED COST W GALVANIZED STEEL POLES: \$2,000.00

TOTAL ESTIMATED COST W PRESSURE TREATED TIMBER POLES: \$850.00





6 Pack Official Size 5 Outdoor Volleyball Balls Volley Ball of Synthetic Leather, Includes Ball Pump and Net Bag = \$40



ML4: 4" Pro Beach Net

The Mid-level 4" (ML4) Beach Volleyball Net is versatile, lighter weight competition style volleyball net with a pro-style look comparable to our heavier, PSN4 Seach Volleyball Net. The ML4 is also made with 4" vinyl borders but is made of 13 oz triple UV / Midew Protected vinyl. The #27 knotted hylon is strong enough to withstand players running or hanging on the net. Dowers are sewn into to each end of the net to provide straight picture frame like edges.

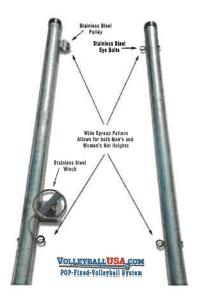
- Dimensions: 39 inches (H) x 32 feet (W)
- Meets AVP, Collegiate and High School Standards
- #27 High strength knotted nylon outdoor netting.
- 13 oz. 4" Triple UV / Mildew Protected Vinyl to prevent fading and weather damage
- Ultra Strong Stitching (50% stronger than our nearest competitor) which is UV / Mildew Resistant
- Top & bottom lines (UPDATED) Now comes standard with 3,000 ib break point Kevlar Cords for Top and Bottom
- 3/4" Ash wooden end dowels.
- 3 Additional tension ropes included for additional net tension.
- Custom width available (please cail 1-800-494-3933)

Instructions for grammet side tie ropes

ML4 Spec Sheet

\$249.00 \$225.00

CHOOSE OPTIONS



POP-FXD: Permanent Fixed Volleyball Poles

Designed for city parks and environments where the volleyball net height is fixed at one position for long periods of time

3.5° OD - \$1144

4° CD - \$1,394

6-5/8" OD - \$1,594

- . Two 3-1/2 inch Q.D. by 12' long, schedule 40 galvanized steel posts. (Poles can be ordered in longer lengths it needed)
- · Wide spread stainless steel eye bolts on one pole and wide spread pulley, and eye bolt on the other allow for setting up at men's and women's net heights.
- · Stainless steel pulley
- · Stainless steel winch
- · Stainless steel welded closed eye bolfs
- · Perfect for sand courts and prolonged outdoor use
- UV resistant top pole caps to keep water out of poles.
- Hardware ships in a separate box from poles to prevent damage in shipping and is assembled on site using included toctile
- Includes cam-buckle strap to tighten the bottom of the voileyball net.
- Posts can be permanently placed in the ground or you can purchase optional ground sleeves with removable

Instructions Download Link

\$1,599.00 \$1,244.00





4 in. x 4 in. x 12 ft. #2 Pressure-Treated Ground Contact Southern Pine Timber

Store SKU #258132 Model #4230254

Pickup at St Johns

Delivering to 32259

Pickup Today 117 in stock FREE

Delivery Tomorrow 1,438 available

Check Nearby Stores



Get it delivered as soon as tomorrow. Schedule your delivery in checkout.

\$44.36

(\$22.18/item)

Get Bulk Pricing of \$19.96 on this item when you purchase at least 65 units.

Specifications

Nominal Product Length (ft.)

12 ft

See Similar Items

Features

Paintable

Stainable

Nominal Product Thickness (in.)

4 in

See Similar Items



Lumber Grade

1 Common

See Similar Items

Material
Wood
See Similar Items

Nominal Product Width (in.)

4 in

See Similar Items

Wood Species

Southern Pine

See Similar Items



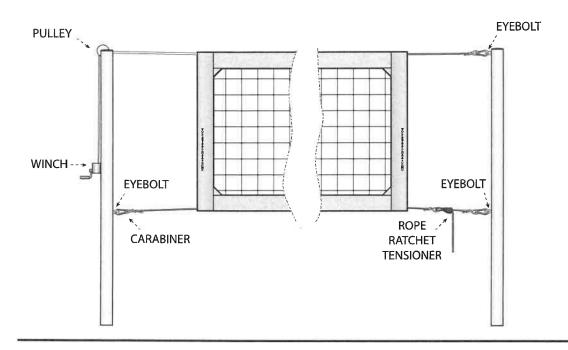


\$129.00

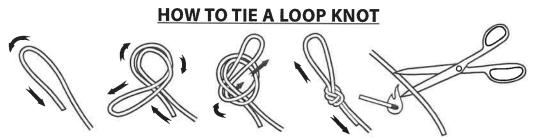


POP-FXD DIAGRAM

A United Volleyball Supply, LLC. Company • 14615 NE 91st ST, Bldg B, REDMOND, WA 98052 • 1996-2007© VOLLEYBALLUSA.COM PH: 1-800-494-3933 • FAX: 425-827-2230



- 1) Dig two 3 foot deep holes approximately 1 foot in diameter, 36 feet apart from each other on center.
- 2) Cement poles (or sleeves, if purchased) 18 inches into the ground using four 80 pound bags of concrete around each pole or sleeve. This will allow 9 feet of pole above ground.
- 3) If you ordered a net with steel cables, you will need to create a loop on one end using two cable clamps on each cable included on your net.
 - 4) Connect net as shown in illustration above.



CUT UNDESIRED LENGTHS (OPTIONAL). FLAME TREAT ENDS OR CUTTING AREA WITH MATCH OR LIGHTER TO KEEP CORD FROM FRAYING. USE CAUTION WHEN WORKING WITH FIRE.

Jessica Knutelsky

From:

Angel Fischer <angel@9squareintheair.com>

Sent:

Monday, July 7, 2025 10:37 AM

To: Subject:

Jessica Knutelsky Quote #D5234

9 Square in the Air Complete your purchase

QUOTE #D5234

Thank you for your interest in the Playground Edition of 9 Square in the Air. Below you will find the quote you requested. Please note the following:

- This quote is valid for 30 days. The costs, including shipping, are subject to change
- -This quote is for an In Ground installation each leg must be set in 24" deep concrete footers
- When you place this order, please send an email to angel@9squareintheair.com with the name and contact information of the individual best to communicate with regarding an appointment for delivery of your playground. Your order cannot be submitted to the manufacturer without this information. Changing the delivery contact person and information after the order has shipped will incur an additional charge.
- Because these items are made to order, they are non-returnable. We

recommend reviewing the product details and specifications carefully before making your purchase. The expected production time is 4-6 weeks plus

Ground Freight Shipping (est. 7-10 business days). If you have any questions, feel free to reach out to our customer support team.

(angel@9squareintheair.com or customerservice@9squareintheair.com)

- You are responsible for unloading the shipment from the delivery truck within one hour. After that time period, detention charges will be incurred. The Playground Edition ships on a single large skid and weighs 850 lbs. Use of a forklift may be required as the delivery truck will likely not have a liftgate. Forklift rental is not included. The freight company will reach out 24 hours prior to delivery to set up a delivery window with the delivery contact.
- You are also responsible for assembly. We recommend professional installation. We will ship a sign; failure to install this sign near the equipment will void the warranty. We will also ship an Official Game Ball pack separately.
- The Playground Edition of 9 Square in the Air is not intended to be used as a climbing structure. However, it has been load tested and demonstrated reasonable load-bearing capabilities. The high-quality steel and aluminum used in its fabrication contribute to its strength. Nevertheless, 9 Square in the Air and its partners are not liable for injuries or damage arising from misuse of the structure.

Please let me know if you have questions.

Angel Fischer

9 Square in the Air - Playground Sales angel@9squareintheair.com

Complete Your Purchase

or Visit our store

Order summary

9 Square in the Air: In-Ground / Spring Gree	Playground Edition × 1	\$6,550.00	
AR * SARATE TOWNSHIP OF THE SARATE	Discount ♥9SITA250	-\$250.00	
	Subtotal	\$6,300.00	
	Shipping	\$720.00	
	Estimated taxes	\$0.00	
	Total	\$7,020.00 USD	
	ati oleh ke-ndah dalam selah s	You saved \$250.00	
	4-6	weeks out to	install

Customer information

Shipping address

Billing address

Jessica Knutelsky

Trout Creek CDD

100 Kayak Way

St. Augustine FL 32092

United States

Jessica Knutelsky

Trout Creek CDD

100 Kayak Way

St. Augustine FL 32092

United States

Shipping method Ground Freight (850lbs)

\$720.00

This quote is valid for 30 days.

If you have any questions, reply to this email or contact us at customerservice@9squareintheair.com

TAB 13

AMENDMENT TO AGREEMENT FOR POOL MAINTENANCE SERVICES BY AND BETWEEN THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AND C. BUSS ENTERPRISES, INC.

THIS AMENDMENT ("**Amendment**") is made and entered into as of this ____ day of September 2025, by and between:

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* with a mailing address of c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the "**District**"), and

C. BUSS ENTERPRISES, INC., with a mailing address of 152 Lipizzan Trail, St. Augustine, Florida 32095 (the "Contractor" and together with the District, the "Parties").

RECITALS

WHEREAS, the Parties previously entered into that certain Agreement for Pool Maintenance Services dated October 1, 2024 (the "Agreement"), incorporated herein by this reference; and

WHEREAS, pursuant to Section 21 of the Agreement, the Agreement may be amended by an instrument in writing executed by both Parties; and

WHEREAS, the Parties now desire to amend the Agreement to decrease the frequency of Services and reduce the compensation accordingly; and

WHEREAS, the District and Contractor each represent that it has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each has satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- **SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Amendment.
- **SECTION 2. AMENDMENT OF AGREEMENT.** The Parties agree to amend the Agreement in the following manner:
 - A. The compensation set forth in Section 5.A. of the Agreement shall be reduced to Two Thousand, Eight Hundred and No/100 Dollars (\$2,800.00) per month, for a total annual

amount not to exceed Thirty-Three Thousand, Six Hundred and No/100 Dollars (\$33,600.00) per year. The new pricing shall be effective beginning October 1, 2025.

- B. The Scope of Work attached as Exhibit A to the Agreement shall be replaced in its entirety with the Scope of Work attached hereto as **Exhibit A**, which shall govern all Services performed after October 1, 2025.
- C. The with a copy to address in Section 23.A shall be changed to the following:

With a copy to: Kilinski | Van Wyk PLLC

517 E. College Avenue, Tallahassee, FL 32301 Attn: District Counsel

SECTION 3. ANTI-HUMAN TRAFFICKING. Contractor certifies, by acceptance of this Amendment, that neither it nor its principals, employees, subcontractors, or agents utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor shall execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, prior to the effective date of this Amendment, and acknowledges that if Contractor fails to provide such affidavit or is found to be in violation of Section 787.06, Florida Statutes, the District may terminate the Agreement immediately.

SECTION 4. PUBLIC ENTITY CRIMES. Contractor represents that in entering into this Amendment, Contractor has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if Contractor is placed on the convicted vendor list, Contractor shall immediately notify the District whereupon the Agreement may be terminated by the District.

SECTION 5. FOREIGN INFLUENCE. Contractor represents and warrants that it has disclosed to the District any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined in Section 286.101, Florida Statutes. Contractor shall promptly notify the District of any such interests, contracts, grants, or gifts that arise during the term of the Agreement.

SECTION 6. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as specifically modified in this Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, fees, costs, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable except for the terms as specifically amended herein.

SECTION 7. AUTHORIZATION. The execution of this Amendment has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Amendment.

SECTION 8. EXECUTION IN COUNTERPARTS. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the Parties execute this Amendment the day and year first written above.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT
Chairperson, Board of Supervisors
C DUCC ENTERDDICES INC
C. BUSS Enterprises, Inc.
$\mathbf{p}_{\mathbf{w}}$
By:
Print:
Its:

Exhibit A: Scope of Services

Exhibit A

Scope of Services



August 11, 2025

Trout Creek CDD "Shearwater" c/o FirstService Residential 100 Kayak Way Saint Augustine, FL 32092 Jessica.Knutelsky@fsresidential.com

0	904.710.8161

clayton@cbussenterprises.com

www.cbussenterprises.com

152 Lipizzan Trail Saint Augustine, FL 32095

COMMERCIAL SWIMMING POOL/SPA MAINTENANCE CONTRACT

MAINTENANCE COST:

C. Buss Enterprises agrees to provide swimming pool maintenance for Shearwater community pool, lap pool and lazy river for a total of \$2800.00 per month. CHEMICALS NOT INCLUDED.

Hourly Rate for repairs \$150. Extra Service Visits \$90. Code Brown \$225.

SCHEDULE:

Maintenance shall be performed two (2) days year-round. ON CALL: 7 days a week 24 hours

SCOPE OF WORK:

Check water quality and fill out log sheet as required by FL Code Chapter 64E-9 per visit.

Manually skim, brush, vacuum and clean tile as necessary.

Conduct tests for Free Available Chlorine, Combined Chlorine, Total Chlorine, pH, Acid Demand, Base Demand, Total Alkalinity, Calcium Hardness, Cyanuric Acid and Temperature as needed to maintain water quality levels within requirements of Chapter 64E-9.004(d), maintain Saturation Index within +0.3 to -0.3 for proper water balance.

Operate filtration and recirculation system, cleaning when necessary. Maintain pool at proper water level. Check all valves for leaks, all bolts for snug fit, respond to variations in the sounds of electric motors, check GFCI for proper operation, clean strainers, maintain proper flow rates, and equipment in clean condition.

TERMS:

All chemicals to perform the above maintenance plus any chemicals required for special treatment of stains, metals sequestering, foam removal, oil removal, phosphate and nitrate removal, mustard and black algae treatment, and superchlorination shall be provided only by the service contractor, used as needed and billed.

The Service Contractor shall not be responsible for any existing damage or stains to the swimming pool or deck finish; or equipment damage due to sump pump failure.

Both parties agree that either party may terminate this agreement, or any person, upon thirty (30) days written notice, sent by regular mail, to the other party. Both parties agree that this is the sole and total agreement between them, and that no verbal or implied agreement shall be valid unless same has been written into this contract or any addendum hereto. No changes or alterations to this agreement shall be made unless both parties have agreed to same in written form properly executed.

	Starting Date:
Contractor: Clayton Buss	Purchaser:
Title: President	Title:
Date: August 11, 2025	Date:

TAB 14

RESOLUTION 2025-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Trout Creek Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within St. Johns County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT:

<u>Section 1.</u> Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit "A".

<u>Section 2.</u> In accordance with Section 189.015(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with St. Johns County, a schedule of the District's regular meetings.

<u>Section 3</u>. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 17TH DAY OF SEPTEMBER, 2025.

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

	CHAIRMAN / VICE CHAIRMAN
TEST:	

EXHIBIT "A"

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS MEETING DATES FOR FISCAL YEAR 2025/2026

October 15, 2025
November 19, 2025
December 17, 2025
January 21, 2026
February 18, 2026
March 18, 2026
April 15, 2026
May 20, 2026
June 17, 2026
July 15, 2026
August 19, 2026
September 16, 2026

All meetings will convene at 6:00 p.m. and will be held at the Kayak Club, at 100 Kayak Way, St. Augustine Florida 32092.

TAB 15

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18

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 Board of Supervisors of the Trout Creek Community Development District held an attorney-client shade session on August 20, 2025, at 5:30 p.m. to discuss matters relating to pending litigation. This session commenced prior to the regular meeting/public hearings held on August 20, 2025, at 6:00 p.m. located at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

19

Present and constituting a quorum:

20 21

22

23

24

25

Board Supervisor, Chairman Clint Wright Heather Loffredo **Board Supervisor, Vice Chairperson Board Supervisor, Assistant Secretary** Jim Breslin **Board Supervisor, Assistant Secretary**

Ronnie Murphy Vincent Sajkowski

Board Supervisor, Assistant Secretary

26 27 28

29

30

31

32

Also present were:

Melissa Dobbins Chris Lov

District Manager, Rizzetta & Co., Inc. District Counsel, Kilinski Van Wyk

Jennifer Kilinski

District Counsel, Kilinski Van Wyk (speaker phone)

Mike Yuro

District Engineer, Yuro & Associates

Belynda Tharpe 33 Jessica Knutelsky 34

General Manager, First Service Residential Assistant Manager, First Service Residential

35 36

Members of the public present.

37 38 39

FIRST ORDER OF BUSINESS

CALL TO ORDER

40 41

Mr. Wright called the shade session meeting to order at 5:30 pm.

42 43

SECOND ORDER OF BUSINESS

AUDIENCE COMMENTS (ONLY ON SHADE SESSION MATTER)

44 45 46

There were no audience members present.

47 48

THIRD ORDER OF BUSINESS

ATTORNEY-CLIENT SHADE SESSION

Mr. Loy informed those in attendance the parameters of the shade session and its purpose. He noted the individuals included in the meeting and estimated the time (30 minutes) before the regular meeting would resume. It was noted that a transcript of the shade session will become public at the end of litigation should the Board decide to proceed.

FOURTH ORDER OF BUSINESS

CONCLUSION OF SHADE SESSION/CALL TO ORDER REGULAR MEETING

The attorney-client shade session concluded at 5:58 p.m. Mr. Wright called the regular meeting to order at 6:06 p.m.

FIFTH ORDER OF BUSINESS

PLEDGE OF ALLEGIANCE

The pledge of allegiance was recited.

SIXTH ORDER OF BUSINESS

GENERAL AUDIENCE COMMENTS (NON-AGENDA ITEMS ONLY)

Mr. Wright stated due to the amount of interest he will allow additional comments at this time regarding the Beachside Swim Team agenda item. The audience had questions/comments regarding supporting Beachside Swim Team practicing at the district's facilities. The audience had further questions/comments regarding the tennis program, maintenance of the courts, lighting at the roundabout, completion time frame of entrance along 16A, e-bike policies, county flashing crosswalk sign, use of trails within community, school traffic and county firehouse update.

SEVENTH ORDER OF BUSINESS

STAFF REPORTS

A. District Counsel

1.) Ratification/Update on County Letter Regarding School Traffic Concerns

 2.) Draft Policy for River Walking/Safe Use of Lazy River

Mr. Loy reviewed the updated River Walking Policy and that the activity can be approved by the board subject to the district's insurance covering the activity. Discussion ensued.

The board authorized Ms. Murphy to work with staff outside a meeting for any additional questions to be answered or changes to the policy.

*Board moved to agenda item 4A(4).

3.) Grant of Easement with St. Johns County, Florida 99 100 Mr. Loy reviewed the easement and noted it would have a maximum time limit of 2 101 years. Mr. Wright stated he would like to look at a cost share with the county soon as 102 well. 103 104 4.) Consideration of Litigation Attorney Proposals 105 106 Mr. Loy stated the board was requested at this time to approve a retainer proposal for a 107 litigation attorney. The board selected Greenlee Law Firm and authorized Mr. Breslin to 108 be the proxy on behalf of the board outside a meeting to work with them. 109 110 В. **District Engineer** 111 1.) Update Regarding Stormwater Outfall Repair 112 113 Mr. Yuro updated the board that he received one proposal for around \$80,000 but 114 hoping to get another, maybe two prior to their next workshop to review. 115 116 2.) Update Regarding Goodhope Court Underdrain Repair 117 118 Mr. Yuro stated the project was completed, but it was reported the curb was chipped. 119 He will review further to confirm second installment payment. 120 121 3.) Update on Additional Streetlighting 122 123 Staff were directed to review the brightness of the lights and to look at options. 124 125 4.) Update on County Crosswalk Plans at School 126 127 Mr. Yuro noted the plan was approved by the county and he is working on gathering 128 cost proposals for the next meeting. The board reviewed and confirmed they didn't want 129 to wait if cost information was available sooner. 130 131 5.) Discussion Regarding Path – Seaforth & Rushing Dr. 132 133 The Board will review at their next workshop. 134 135 C. **Landscape Maintenance Service Reports** 136 137 D. **Pond Aquatics Service Reports** 138 139 E. General Manager 140 141 Ms. Tharpe updated the board that the new playground equipment will be installed on 142 October 6th. 143 144 1.) Review Amenity Suspension 145 146 F.

District Manager

1.) Variance Report Presented by Supervisor Murphy 148 149 Ms. Dobbins updated the board that the district should receive \$31,485 back from a 150 lighting claim. 151 152 Ms. Murphy requested for the board to approve funding two previous paid expenses 153 with Reserve Funds in the amount of \$17,650 for Shearwater Pkwy road patching and 154 \$9,714 for a French Drain install. 155 156 157 **EIGHTH ORDER OF BUSINESS** PUBLIC HEARING ON FISCAL 158 YEAR 2025-2026 BUDGET & 159 SPECIAL ASSESSMENTS 160 161 Ms. Murphy reviewed the proposed budget information for the audience. 162 163 After discussion the board changed General Fund budget lines 22, 58, 80, 112 and to 164 reduce the Reserve Fund budget line 23 \$50,000. 165 166 Mr. Loy then updated the audience that once the public hearing is open it will cover both 167 the budget and the assessment process at one time. 168 169

170

171

172 173

174

175

176 177

178 179

180 181

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board opened the Public Hearing on Fiscal Year 2025-2026 Budget & Special Assessments, for Trout Creek Community Development District.

There were audience comments regarding the reason for cost going up, questions on the new amenity website, café cost and the process to review higher budget line items.

On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the Board closed the Public Hearing on Fiscal Year 2025-2026 Budget & Special Assessments, for Trout Creek Community Development District.

1.) Consideration of Resolution 2025-11, Adopting Fiscal Year 2025-2026 Budget

On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the Board adopted Resolution 2025-11, Adopting Fiscal Year 2025-2026 Budget, as amended, for Trout Creek Community Development District.

1.) Consideration of Resolution 2025-12, Imposing Special Assessments

On a motion by Mr. Wright, seconded by Ms. Murphy, with all in favor, the Board adopted Resolution 2025-12, Imposing Special Assessments, for Trout Creek Community Development District.

NINTH ORDER OF BUSINESS

CONSIDERATION OF
BEACHSIDE HIGH SCHOOL
SWIM TEAM PROPOSED
AGREEMENT

Discussion ensued regarding the need to have flexibility in the afternoon for a two-hour block that fits the swim team schedule but to finish before dusk. The board approved the agreement to be amended to allow a range of time approved by the General Manager.

TENTH ORDER OF BUSINESS

PUBLIC HEARING ON ENCROACHMENT POLICY AND RATES RELATED TO SAME

Mr. Loy reviewed the policy and said that this hearing will allow a fee to be set for these variance request to get processed.

On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the Board opened the Public Hearing on Encroachment Policy and Rates Related to Same, for Trout Creek Community Development District.

An audience member had a question about if HOA approval was still required for a variance request. It was stated that resident approvals by the CDD will still be contingent on HOA approvals.

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board closed the Public Hearing on Encroachment Policy and Rates Related to Same, for Trout Creek Community Development District.

1.) Consideration of Resolution 2025-13, Adopting Encroachment Policy/Rates

After discussion the board agreed to set the application fee to \$150.

On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the Board adopted Resolution 2025-13, Adopting Encroachment Policy/Rates, for Trout Creek Community Development District.

ELEVENTH ORDER OF BUSINESS

AUDIENCE COMMENTS ON AGENDA ITEMS

Audience Members had questions/comments regarding not agreeing to cut the Reserve Fund, supported approval of the swim team agreement, developer updates on back phase and repairs they were making which block usage of driveway, committee options, request an adult only Lazy River Walking activity.

199 200

182

183

184

185 186

187

188

189 190

191

192

193

194 195

196

197 198

202203

201

204205

206207

208209

213214215

216

217

212

210211

TWELFTH ORDER OF BUSINESS

PART B - BOARD PROPOSED MOTIONS

221222

220

222
 1.) Ratification/Update on County Letter Regarding School Traffic Concerns

224

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board Ratified Board Letter to County Requesting Transportation Safety Measures at Trout Creek Academy, for Trout Creek Community Development District.

225

On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the Board approved Letter to be sent to County Requesting for Pedestrian Access Routes from District to Future Parks, for Trout Creek Community Development District.

226227

2.) Draft Policy for River Walking/Safe Use of Lazy River

228

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board approved Policy for River Walking in substantial form, subject to insurance coverage of activity, for Trout Creek Community Development District.

229230

3.) Grant of Easement with St. Johns County, Florida

231

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board approved Grant Easement with St. Johns County, for Trout Creek Community Development District.

232233

4.) Consideration of Litigation Attorney Proposals

234

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board approved Greenlee Law Engagement, for Trout Creek Community Development District.

235

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board appointed Supervisor Breslin as proxy to discuss litigation matters with the attorney outside a meeting, for Trout Creek Community Development District.

236237

5.) Update on County Crosswalk Plans at School

238

On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the Board approved a not to exceed \$15,000 to install Special Emphasis Crosswalk at Timberwolf Trail and Rangeline Dr., to be paid from the Capital Project Fund, for Trout Creek Community Development District.

239

240241

242

6.) Review Amenity Suspension

243

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board reinstated resident "JS" and his household amenity privileges, effective immediately, for Trout Creek Community Development District.

244245

7.) Reserve Fund Expenses

246

On a motion by Ms. Murphy, seconded by Mr. Wright, with all in favor, the Board approved using Reserve Funds to repay the General Fund for previous expenses in the amount of \$17,650 and \$9,714, for Trout Creek Community Development District.

247248

8.) Beachside High School Swim Team Agreement

249

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board approved Beachside High School Swim Team Proposed Agreement, in substantial form, for Trout Creek Community Development District.

250251

THIRTEENTH ORDER OF BUSINESS

CONSENT AGENDA

252253

254

- A.) Consideration of Minutes for the Board of Supervisors' Meeting held on July 16, 2025
- 255256
- B.) Consideration of Minutes for the Workshop held on August 13, 2025C.) Ratification of the Operation and Maintenance Expenditures for

257258

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held on July 16, 2025, they also approved the minutes for the workshop held on August 13, 2025, the board ratified operation and maintenance expenditures in the amount of \$422,434.80 for July 2025, for Trout Creek

Community Development District.

July 2025

259260

FOURTEENTH ORDER OF BUSINESS

SUPERVISOR REQUESTS

262263

261

The board discussed topics for their next workshop and directed the District Manager to advertise for it to be held on September 9, 2025, at 10 a.m.

264265

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board approved their next workshop to be held on September 9, 2025, at 10 a.m., for Trout Creek Community Development District.

266 267

Mr. Loy also requested for the board to approve scheduling another shade session at 5:30 pm prior to their next regular meeting on September 17, 2025.

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board approved to schedule an attorney-client shade session on September 17, 2025, at 5:30 p.m., for Trout Creek Community Development District.

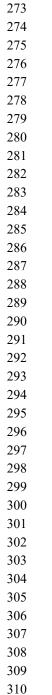
270

271272

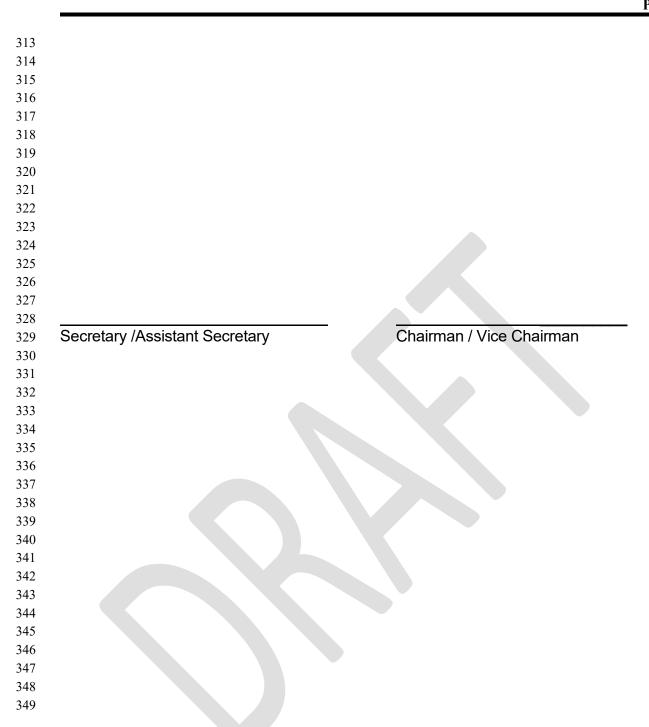
FIFTEENTH ORDER OF BUSINESS

ADJOURNMENT

On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the Board adjourned the meeting at 10:03 p.m., for Trout Creek Community Development District.



TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT August 20, 2025-Minutes of Meeting Page 9



Tab 16

MINUTES OF MEETING 1 2 Each person who decides to appeal any decision made by the Board with respect to any 3 matter considered at the meeting is advised that the person may need to ensure that a 4 verbatim record of the proceedings is made, including the testimony and evidence upon 5 which such appeal is to be based. 6 7 TROUT CREEK 8 COMMUNITY DEVELOPMENT DISTRICT 9 10 11 The workshop of the Board of Supervisors of Trout Creek Community Development District 12 was held on September 9, 2025, at 10:00 a.m. at The Kayak Club, 100 Kayak Way, St. 13 Augustine, FL 32092. 14 15 Attended: 16 17 **Board Supervisor, Chairman** Clint Wright 18 **Board Supervisor, Vice Chairperson** Heather Loffredo 19 **Board Supervisor, Assistant Secretary** Jim Breslin 20 **Board Supervisor, Assistant Secretary** Ronnie Murphy 21 Vincent Sajkowski **Board Supervisor, Assistant Secretary** 22 23 Also present were: 24 25 General Manager, First Service Residential Belvnda Tharpe 26 Jessica Knutelsky **Assistant Manager, First Service Residential** 27 28 29 Members of the public present. 30 FIRST ORDER OF BUSINESS 31 CALL TO ORDER 32 Mr. Wright called the meeting to order at 10:04 a.m. 33 34 SECOND ORDER OF BUSINESS REVIEW OF RESERVE STUDY 35 & MAJOR 36 IMPROVEMENTS/REPAIRS 37 **Reserve Study:** 38 Supervisor Murphy provided a briefing on Reserve Study contributions. 39 The Board agreed to revisit the Reserve Study and associated financial concerns 40 during the October workshop. A meeting with the Reserve Study advisor is to be 41 scheduled at that time. 42 • A. Resurfacing of "Fun" Pool: 43 Staff briefed the Board on the need to resurface the Fun Pool. 44 Board directed staff to: 45

Obtain proposals for the resurfacing.

70 71 72 73 74 75 76	•	No changes will be made. C. Committees: Discussion held on forming committees and relatem was tabled to allow Board members to describe the workshop.	
70 71 72 73 74	•	C. Committees: Discussion held on forming committees and r	
70 71 72 73	•	C. Committees:	related Sunshine Law restrictions
70 71 72			
70 71			
70		Board reviewed liability concerns and opted to	o maintain current restrictions.
69		B. Bike Usage on Trails:	o maintain annuant nactulations
60		 Approval of bid to stock the ponds. 	
00			
68			
67		Item will be placed on the September meetir	_
65 66		A. Fishing on District Ponds: Staff presented recommendations to allow fis	hing at 8 to 10 selected nands
			NOOLDONLO
63 64	THIRD	O ORDER OF BUSINESS	REVIEW OF POLICIES & PROCEDURES
62		Discussed and included in the overall pool re-	surfacing proposal.
61		E. Lap Pool Heater:	
60		negotiations.	
59		Discussion was tabled pending further clarific	cation regarding developer
58	•	D. Parking at Kayak Club:	
57		consideration at the September meeting for a	final vote.
56		Board discussed concerns and directed staff	to provide additional proposals for
55		Staff updated the Board on existing proposals	S.
54	•	C. Pergola Replacements:	
53		these recommendations.	
52		Board agreed to move forward with a vote at	
50 51		B. Stormwater Outfall Repair Proposals: Board Reviewed District Engineer's bids and	recommendations
		·	
49		 Include Lap Pool heater replacement in 	n the proposal.
		savings.	lacing all pools to explore cost
47 48		 Include a combined proposal for resurt 	facing all pools to explore cost

B. Amenity Survey:

78

79

80

81

• A. Amenity Website/App:

Staff provided a status update.

Staff provided an update; additional information to follow.

82 83 84 85	 C. Traffic & Safety: Concerns discussed regarding school traffic and neighborhood safety. Board will continue working with county officials and staff to address these concerns. 	ļ
86 87 88 89	 D. Developer Negotiations: Board Member Vinny presented updates from developer discussions. Board provided feedback, and staff will deliver a further update at an upcomi meeting. 	ng
90 91 92 93	 E. County Fire Department: Board Member Wright reviewed area infrastructure and slated fire department projects. Board discussed with no further action at this time. 	nt
95	FIFTH ORDER OF BUSINESS ADJOURNENT	
	TH TH ORDER OF BOOKLESS	
96		
97	Audience comments were received. The meeting adjourned at 12:18 pm.	
98		
99 100		
101		
101		
103		
104		
105		
106		
107		
108		
109		
110		
111		
112		
113		
114 115		
116		
117		
118		

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT September 9, 2025-Minutes of Workshop Page 4

26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
Secretary /Assistant Secretary 44 45	Chairman / Vice Chairman
46	
47	
48 49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	

Tab 17

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

<u>District Office - St. Augustine, Florida - (904)-436-6270</u>

<u>Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

<u>troutcreekcdd.org</u>

Operation and Maintenance Expenditures Presented For Board Approval August 2025

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

The total items	\$409,516.7	7	
Approval of Exγ	penditures:		
Cha	irperson		
Vice	Chairperson		
Assi	stant Secretary		

Paid Operation & Maintenance Expenditures

Vendor Name	Check Numbe Invoice Number		Invoice Description		ice Amount
ABecca, LLC	800122	080925 School	Back to School Event 08/25	\$	600.00
ABecca, LLC	800122	083025 Labor	Labor Day Bash 08/25	\$	2,700.00
Amazon Capital Services, Inc.	800123	1CJJ-3TH3-7L6K	Cafe Materials 08/25	\$	35.72
Amazon Capital Services, Inc.	800123	1CN9-4JJN-YJT3	Special Events 08/25	\$	511.31
Amazon Capital Services, Inc.	800123	1D1F-6RWN-XV61	Operating Supplies 08/25	\$	19.58
Amazon Capital Services, Inc.	800123	1FT7-77Q7-TYFK	Operating Supplies 08/25	\$	9.87
Amazon Capital Services, Inc.	800123	1FTK-KYCC-17YP	Operating Supplies 08/25	\$	19.76
Amazon Capital Services, Inc.	800091	1NMT-V4MV-19KD	Cafe Materials 07/25	\$	66.22
Amazon Capital Services, Inc.	800123	1NNG-DWV1-KVXT	Holiday Decorations 08/25	\$	39.76
Amazon Capital Services, Inc.	800104	1NP3-VWJP-4GNY	Cafe Materials 08/25	\$	50.84

Paid Operation & Maintenance Expenditures

Vendor Name	Check Numbe Invoice Number Invoice Description		Invo	ice Amount	
Amazon Capital Services, Inc.	800123	1NQT-P6M7-7VGF	Miscellaneous Maintenance Supplies 08/25	\$	10.99
Amazon Capital Services, Inc.	800123	1QH1-RXNW-7RLN	Miscellaneous Supplies 08/25	\$	120.45
Amazon Capital Services, Inc.	800123	1R7D-WFK1-V1HX	Dog Waste Supplies 08/25	\$	163.96
Amazon Capital Services, Inc.	800123	1RLF-FV4W-317V	Operating Supplies 07/25	\$	44.18
Amazon Capital Services, Inc.	800123	1RRX-FKK6-9JND	Operating Supplies 08/25	\$	24.99
Amazon Capital Services, Inc.	800123	1TLN-RKYR-N1YJ	Special Events 08/25	\$	26.66
Amazon Capital Services, Inc.	800123	1VMX-6K4W-DHM3	Annual Membership 08/25	\$	129.00
Amazon Capital Services, Inc.	800123	1X6K-J19M-TQFH	Miscellaneous Supplies 08/25	\$	36.68
Amazon Capital Services, Inc.	800123	1Y7D-VKTT-Y6YR	Special Events 08/25	\$	53.98
Amazon Capital Services, Inc.	800123	1YN1-7NFV-NJJN	Operating Supplies 08/25	\$	4.74

Paid Operation & Maintenance Expenditures

Vendor Name	Check Numbe Invoice Number		Invoice Description	Invoice Amount	
Amazon Capital Services, Inc.	800123	11NQ-RVQ7-73MH	Cafe Materials 08/25	\$	18.76
Amazon Capital Services, Inc.	800104	13NN-1MGG-MGCC	Operating Supplies 08/25	\$	5.94
Amazon Capital Services, Inc.	800123	163D-PQJJ-NCVT	Operating Supplies 08/25	\$	13.46
Amazon Capital Services, Inc.	800123	196X-LTTK-YHFL	Miscellaneous Supplies 08/25	\$	63.80
Arrow Exterminators	800124	63298838	Monthly Pest Control Services 08/25	\$	116.00
Arrow Exterminators	800124	63298936	Pest Control Services 08/25	\$	59.00
Arrow Exterminators	800124	63298937	Rodent Control Services 08/25	\$	35.00
AT&T	20250815-01	151561791 08/25 ACH	Internet Services 08/25	\$	32.10
AT&T	20250823-01	158596576 08/25 ACH	Fitroom Internet Services 08/25	\$	30.00
AT&T	20250815-02	299942543 08/25 ACH	Internet Services 08/25	\$	32.10

Paid Operation & Maintenance Expenditures

Vendor Name	Check Numbe Invoice Number		Invoice Description	Invoice Amount	
AT&T	20250826-01	323382736 08/25 ACH	TV & Internet Services 08/25	\$	135.37
Atlantic Security	800092	400002	Fire Phone Line Monitoring 08/25	\$	360.00
Atlantic Security	800105	401331	Fire Phone Line Monitoring 08/25	\$	383.40
Bleu Bear Designs, LLC	800106	1016	Polo Shirt Order 08/25	\$	187.93
Bob's Backflow & Plumbing	800125	25494	Service Call 08/25	\$	800.00
Services, Inc. Buster's Cleaning Service	800107	156	Janitorial Services 08/25	\$	1,600.00
C BUSS Enterprises, Inc.	800093	4036	Pool Maintenance 08/25	\$	3,858.27
Charles Aquatics, Inc.	800108	53717	Fountain Maintenance 08/25	\$	400.00
Charles Aquatics, Inc.	800108	53843	Pond Maintenance 08/25	\$	3,853.00
Charles Aquatics, Inc.	800108	53894	Pond Maintenance 08/25	\$	300.00

Paid Operation & Maintenance Expenditures

Vendor Name	Check Numbe Invoice Number		Invoice Description	Invo	Invoice Amount	
Cintas Corporation	800126	4237631290	Operating Supplies 07/25	\$	246.86	
Cintas Corporation	800126	4238326580	Operating Supplies 07/25	\$	174.97	
Cintas Corporation	800126	4239119053	Operating Supplies 08/25	\$	210.65	
Colden Company, Inc.	800109	19979	Service Call 07/25	\$	385.00	
Colden Company, Inc.	800127	20054	Service Call 08/25	\$	2,245.73	
Cronin Ace Hardware	800128	Monthly Summary 07/25 324	Miscellaneous Supplies 07/25	\$	214.02	
CX3, Inc. dba Sundancer Sign Graphics	800094	5464	Amenity Sign 03/25	\$	40.00	
CX3, Inc. dba Sundancer Sign Graphics	800094	5535	Amenity Sign 05/25	\$	1,090.00	
CX3, Inc. dba Sundancer Sign Graphics	800094	5579	Amenity Sign 05/25	\$	875.00	
CX3, Inc. dba Sundancer Sign Graphics	800094	15463	Amenity Sign 03/25	\$	430.00	

Paid Operation & Maintenance Expenditures

Vendor Name	Check Numbe Invoice Number		Invoice Description		Invoice Amount	
First Coast Foam Party LLC	800129	2025-07-04-06	July 4th Event 07/25	\$	1,000.00	
That Coast Foam Faity LLC	000129	2023-07-04-00	July 4th Event 07/25	Ψ	1,000.00	
FirstService Residential Florida, Inc.	800095	11076218	Medical Insurance 07/25	\$	4,728.00	
FirstService Residential Florida, Inc.	800095	11079075	Name Tags 06/25	\$	30.00	
FirstService Residential Florida, Inc.	800130	11080129	Management Services 07/12/25- 07/25/25	\$	26,684.91	
FirstService Residential Florida, Inc.	800130	11081265	Management Fee - Phone Allowance 08/25	\$	1,854.00	
FirstService Residential Florida, Inc.	800130	11082660	Management Services 07/26/25- 08/08/25	\$	29,116.81	
FirstService Residential Florida, Inc.	800130	11084985	Business Cards and Name Tag 07/25	\$	172.80	
Florida Department of Revenue	20250812-01	65-8017062725-9 07/25 ACH	65-8017062725-9 Sales & Use Tax 07/25	\$	1,240.29	
Florida Natural Gas	800131	1281004ES ACH	Natural Gas Services 08/25	\$	9.80	
Florida Power & Light Company	20250819-01	Monthly Summary 07/25 ACH 324	Electric Services 07/25	\$	11,515.98	

Paid Operation & Maintenance Expenditures

Vendor Name	Check Numbe Invoice Number		Invoice Description	Invoice Amount	
Florida Power & Light Company	20250819-02	Monthly Summary A 07/25 ACH 324	Electric Services 07/25	\$	145.09
Florida Power & Light Company	20250804-01	Monthly Summary B 06/25 ACH 324	Electric Services 06/25	\$	167.40
Gannett Florida LocaliQ	800110	0007248505	Account# 764106 Legal Advertising 07/25	\$	861.68
HD Supply, Inc.	800111	0881965605	Miscellaneous Supplies 08/25	\$	103.84
HD Supply, Inc.	800111	0881973935	Miscellaneous Supplies 08/25	\$	44.93
HD Supply, Inc.	800132	0881985851	Miscellaneous Supplies 08/25	\$	70.96
HD Supply, Inc.	800132	0881986697	Miscellaneous Supplies 08/25	\$	157.88
HD Supply, Inc.	800132	0881986698	Miscellaneous Supplies 08/25	\$	39.98
HD Supply, Inc.	800132	0882000585	Miscellaneous Supplies 08/25	\$	102.83
HD Supply, Inc.	800132	0882002283	Miscellaneous Supplies 08/25	\$	113.00

Paid Operation & Maintenance Expenditures

Vendor Name	Check Numb	e Invoice Number	Invoice Description	Invo	ice Amount
HD Supply, Inc.	800132	0882008855	Miscellaneous Supplies 08/25	\$	74.30
Heather Marie Loffredo	800133	HL081425	Board of Supervisors Meeting - Budget Workshop 08/14/25	\$	200.00
Heather Marie Loffredo	800133	HL082025	Board of Supervisors Meeting 08/20/25	\$	200.00
Hi-Tech System Associates	800134	77279	Service Call 08/25	\$	95.00
Hi-Tech System Associates	800134	77522	Service Call 08/25	\$	95.00
Hi-Tech System Associates	800096	427890	Commercial Access 07/25	\$	587.60
Hi-Tech System Associates	800096	427908	System Installation 07/25	\$	389.99
Hi-Tech System Associates	800134	427924	Access Control 07/25	\$	8.33
Hi-Tech System Associates	800149	428522	Commercial Access 08/25	\$	249.99
Hi-Tech System Associates	800134	428550	Installation - Sonos Port 08/25	\$	3,765.00

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	e Invoice Number	Invoice Description	In	voice Amount
IPFS Corporation	800097	GA-D60191 Pmnt #11 08/25	Liability Insurance Payment #11 08/25	\$	8,526.35
James J. Breslin, III	800135	JB081425	Board of Supervisors Meeting - Budget Workshop 08/14/25	\$	200.00
James J. Breslin, III	800135	JB082025	Board of Supervisors Meeting 08/20/25	\$	200.00
JEA	20250811-01	9634626977 06/25 ACH	Water-Sewer Services 06/25	\$	47,508.90
Jennifer E. Faulkenberry	800136	000050 BTS	Back to School Event 08/25	\$	750.00
Kilinski Van Wyk, PLLC	800113	12999	Legal Services 07/25	\$	18,734.92
Kilinski Van Wyk, PLLC	800137	13000	Legal Services - Litigation 07/25	\$	1,803.00
Mark Green II	800114	1 Pool 07/25	Pool Party 07/25	\$	250.00
Mark Green II	800114	1-1 Pool 07/25	Pool Party 07/25	\$	450.00
Mini Melts of America, Inc.	800098	710010	Ice Cream Precup 07/25	\$	410.02

Paid Operation & Maintenance Expenditures

Vendor Name	Check Numb	e Invoice Number	Invoice Description	<u>In</u>	voice Amount
Mini Melts of America, Inc.	800115	714514	Ice Cream Precup 08/25	\$	296.40
Mini Melts of America, Inc.	800138	726159	Ice Cream Precup 08/25	\$	316.16
Noreast Capital Corporation	800139	626141	Cardio Fitness Equipment Lease 08/25	\$	3,128.97
Prestige Landscapes of North Florida, Inc.	800116	12409	Irrigation Repair 01/25	\$	165.00
Prestige Landscapes of North Florida, Inc.	800116	12436	Tree Root Injection 02/25	\$	7,500.00
Prestige Landscapes of North Florida, Inc.	800140	12482	Irrigation Repairs 03/25	\$	976.70
Prestige Landscapes of North Florida, Inc.	800099	12554	Irrigation Services PH3 07/25	\$	417.50
Prestige Landscapes of North Florida, Inc.	800116	12566	PH1 Monthly Maintenance 08/25	\$	23,938.79
Prestige Landscapes of North Florida, Inc.	800116	12568	PH3 Monthly Maintenance 08/25	\$	21,617.69
Prestige Landscapes of North Florida, Inc.	800140	12580	PH3 Plant Replacements 08/25	\$	10,553.56

Paid Operation & Maintenance Expenditures

Vendor Name	Check Numb	e Invoice Number	Invoice Description	Invo	oice Amount
Richard Clinton Wright	800141	CW081425	Board of Supervisors Meeting - Budget Workshop 08/14/25	\$	200.00
Richard Clinton Wright	800141	CW082025	Board of Supervisors Meeting 08/20/25	\$	200.00
Rizzetta & Company, Inc.	800090	INV0000101161	Mass Mailing - Budget Notice 07/25	\$	5,064.25
Rizzetta & Company, Inc.	800089	INV0000101208	District Management Fees 08/25	\$	5,406.50
Romulo Pine Straw, Inc.	800142	080525	Bale's of Pine Straw 08/25	\$	15,010.00
Ronnie Murphy	800143	RM081425	Board of Supervisors Meeting - Budget Workshop 08/14/25	\$	200.00
Ronnie Murphy	800143	RM082025	Board of Supervisors Meeting 08/20/25	\$	200.00
Ruppert Landscape, LLC	800100	698209	Replace Tree and Sod 01/25	\$	3,169.05
Ruppert Landscape, LLC	800100	723767	Sod - Mailbox Kiosk at Trail Head 04/25	\$	1,342.00
Ruppert Landscape, LLC	800100	723772	Sod Replacement - 56 Dalton Circle 04/25	\$	3,873.00

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	e Invoice Number	Invoice Description	lnv	oice Amount
Ruppert Landscape, LLC	800100	723784	Sod Removal 04/25	\$	3,056.38
Ruppert Landscape, LLC	800100	732009	Sod - Mailbox Kiosk on Ladson Ct 05/25	\$	6,027.93
Ruppert Landscape, LLC	800100	744845	Landscape Maintenance 07/25	\$	5,042.00
Ruppert Landscape, LLC	800117	748030	Monthly Landscape Maintenance 07/25	\$	30,641.56
TECO Peoples Gas	20250827-01	211011457499 07/25 ACH	Natural Gas Services - 182 Kayak Way 07/25	\$	46.68
TECO Peoples Gas	20250827-02	221008807523 07/25 ACH		\$	45.87
The Bank of New York Mellon	800118	00252-25-0043286	Trustee Fees Series 2018 07/01/25 - 06/30/26	\$	4,400.00
Tri-County Safety and Security	800144	B-1436	Public Safety Services 08/25	\$	2,534.13
Valley National Bank	20250824-01	CC073125-324 ACH	Credit Card Expenses 07/25	\$	8,088.99
Vesta Property Services, Inc.	800119	427989	Lifeguard/Supervisor/Pool Monitor 07/25	\$	57,571.93

Paid Operation & Maintenance Expenditures

Vendor Name	Check Num	be Invoice Number	Invoice Description	Invoi	ce Amount
VGlobal Tech	800120	7559	Website Maintenance 08/25	\$	175.00
Vincent J Sajkowski	800145	VS081425	Board of Supervisors Meeting - Budget Workshop 08/14/25	\$	200.00
Vincent J Sajkowski	800145	VS082025	Board of Supervisors Meeting 08/20/25	\$	200.00
W.B. Mason Co., Inc.	800101	255638415	Miscellaneous Operating Supplies 07/25	\$	360.52
W.B. Mason Co., Inc.	800101	255674900	Miscellaneous Operating Supplies 07/25	\$	70.15
W.B. Mason Co., Inc.	800121	255819154	Miscellaneous Operating Supplies 07/25	\$	315.17
W.B. Mason Co., Inc.	800146	256087070	Miscellaneous Operating Supplies 08/25	\$	321.36
W.B. Mason Co., Inc.	800146	256115585	Miscellaneous Operating Supplies 08/25	\$	50.05
W.B. Mason Co., Inc.	800146	256125488	Miscellaneous Operating Supplies 08/25	\$	40.39
W.B. Mason Co., Inc.	800146	256149561	Miscellaneous Operating Supplies 08/25	\$	39.13

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

Invoice Description

Invoice Amount

409,516.70

Check Numbe Invoice Number

Vendor Name

Report Total

W.B. Mason Co., Inc.	800146	256217508	Miscellaneous Operating Supplies 08/25	\$ 110.82
W.B. Mason Co., Inc.	800146	256302782	Miscellaneous Operating Supplies 08/25	\$ 58.08
W.B. Mason Co., Inc.	800146	256383426	Miscellaneous Operating Supplies 08/25	\$ 321.36
Wayne Automatic Fire Sprinklers, Inc.	800147	1240225	Quarterly Sprinkler Inspection 07/25	\$ 600.00
Zachary Armour	800102	07012025	Salsa & Bachata Lesson 07/25 \$100.00	\$ 100.00

Tab 18

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

MEMORANDUM

TO: Brad Davis, **Prosser, Inc.**

Clint Wright, Chairperson

FROM: Hanna Yi/Garrett Lee

Trout Creek Community Development District

DATE: July 16, 2025

RE: Series 2025 Construction Requisition(s) #CR 1

Enclosed is/are construction requisition(s) for the above referenced district. Please review the requisition(s) and, upon your approval, sign the designated area(s) and forward the requisition(s) to Clint Wright.

Clint, upon your review and approval, please sign the designated area(s) and forward the requisition(s) back to the District Office at the below e-mail address for final processing.

hyi@rizzetta.com

If you have any questions, please do not hesitate to call me at (813) 533-2950.

Highwater Site Solutions, LLC

\$35,000.00

FORM OF REQUISITION FOR SERIES 2025 PROJECT

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, as trustee (the "Trustee"), dated as of February 1, 2015 (the "Master Indenture"), as supplemented by the Fifth Supplemental Trust Indenture between the District and the Trustee, dated as of May 1, 2025 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

July 16, 2025

(A) Requisition Number: CR 01

(B) Name of Payee: **Highwater Site Solutions, LLC**

5354 County Road 209

Green Cove Springs, FL 32043

(C) Amount Payable: \$35,000.00

- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): Invoice(s) #1088 for Deposit Payment for Roadway Underdrain Services Project
- (E) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2025 Acquisition and Construction Fund**

The undersigned hereby certifies that:

	obligations in the stated amount set forth above have been incurred by
the District,	that each disbursement set forth above is a proper charge against the
Series 2025	Acquisition and Construction Account referenced above, that each
disbursement	set forth above was incurred in connection with the acquisition and/or
construction	of the Series 2025 Project and each represents a Cost of the Series 2025
Project, and l	nas not previously been paid out of such Account;

OR

this requisition is for costs of issuance payable from the Series 2025 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

DEV	ELOPMENT DISTRICT
n	
By: _	Authorized Officer

TROUT CREEK COMMUNITY

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Series 2025 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2025 Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Series 2025 Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer	

INVOICE

Highwater Site Solutions LLC 5354 County Road 209 Green Cove Springs, FL 32043

grant@highwatersitesolutions.com +1 (904) 412-7257



Bill to

Trout Creek CDD C/O Rizzetta & Company Ship to

Trout Creek CDD

Invoice details

Invoice no.: 1088 Terms: Due on receipt Invoice date: 07/15/2025 Due date: 07/15/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Services	Deposit payment (Total Contract \$72,810.00) Balance to finish after deposit:	1	\$35,000.00	\$35,000.00
			\$37,810.00			

Ways to pay

VISA DISCOVER AN BANK PayPal Venmo









View and pay

Total

\$35,000.00

<u>District Office · St. Augustine, Florida · (904) 436-6270</u>

<u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

<u>www.troutcreekcdd.org</u>

August 21, 2025

Caroline Cowart

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

10161 Centurion Parkway

Jacksonville, FL 32256

RE: Acquisition and Construction Account, Series 2025 Requisitions for Payment

Dear Caroline:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:

- A. KILINSKI VAN WYK VIA USPS
- **B. KOMPAN VIA UPS**

REQUISITION NO.	PAYEE	AMOUNT
2	Kilinski Van Wyk, PLLC	\$906.00
3	Kompan, Inc.	\$23,496.36

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

Sincerely, TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins Regional District Manager

FORM OF REQUISITION FOR SERIES 2025 PROJECT

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, as trustee (the "Trustee"), dated as of February 1, 2015 (the "Master Indenture"), as supplemented by the Fifth Supplemental Trust Indenture between the District and the Trustee, dated as of May 1, 2025 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

August 13, 2025

(A) Requisition Number: CR 02

(B) Name of Payee: Kilinski | Van Wyk, PLLC

P.O. Box 6386

Tallahassee, FL 32314

(C) Amount Payable: **\$906.00**

- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): **Invoice(s)** #12650 for TCCDD-103 Trout Creek CDD Construction
- (E) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2025 Acquisition and Construction Fund**

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2025 Project and each represents a Cost of the Series 2025 Project, and has not previously been paid out of such Account;

OR

this requisition is for costs of issuance payable from the Series 2025 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

DEV	ELOPMENT DISTRICT
By: _	
_	Authorized Officer

TROUT CREEK COMMUNITY

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Series 2025 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2025 Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Series 2025 Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer	

KV/ KILINSKI | VAN WYK

INVOICE

Invoice # 12650 Date: 07/18/2025 Due On: 08/17/2025

Kilinski | Van Wyk PLLC

P.O. Box 6386 Tallahassee, Florida 32314

Trout Creek CDD

Statement of Account

	Outstanding Balance		New Charges		Payments Received		Total Amount Outstanding
(\$0.00	+	\$906.00) - (\$0.00) = [\$906.00

TCCDD-103

Trout Creek CDD - Construction

Туре	Attorney	Date	Notes	Quantity	Rate	Total	
Service	SR	06/01/2025	Draft agreement for roadway underdrain services.	1.60	\$270.00	\$432.00	
Service	SR	06/02/2025	Revise the agreement for roadway underdrain services with Highwater Site Solutions.	0.90	\$270.00	\$243.00	
Service	JK	06/02/2025	Finalize contracts for construction work with underdrains	0.60	\$385.00	\$231.00	
					Total	\$906.00	

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

FORM OF REQUISITION FOR SERIES 2025 PROJECT

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, as trustee (the "Trustee"), dated as of February 1, 2015 (the "Master Indenture"), as supplemented by the Fifth Supplemental Trust Indenture between the District and the Trustee, dated as of May 1, 2025 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

August 13, 2025

(A) Requisition Number: CR 03

(B) Name of Payee: **Kompan, Inc.**

605 W. Howard Lane, Suite #101

Austin, TX 78753

(C) Amount Payable: \$23,496.36

- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): Invoice(s) #INV132252 Prepayment Invoice for Project #US328473 Shearwater Park Addition
- (E) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2025 Acquisition and Construction Fund**

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2025 Project and each represents a Cost of the Series 2025 Project, and has not previously been paid out of such Account;

OR

this requisition is for costs of issuance payable from the Series 2025 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

DEV	ELOPMENT DISTRICT
By: _	
_	Authorized Officer

TROUT CREEK COMMUNITY

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Series 2025 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2025 Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Series 2025 Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer	



Trout Creek CDD

Jessica Knutelsky

Customer Ref.

322 Paseo Reyes Drive

Saint Augustine, FL 32095

Page 1 of 2

Sales - Prepayment Invoice

Invoice No. INV132252
Bill-to Customer No. C025220
Order No. SO122944
Document Date 08/04/2025

Due Date 09/03/2025

Sales Representative Stacy Moseley

Email StaMos@Kompan.com

Phone No. 904-716-7605 / 800-426-9788

Install & Service Chris Wishnok

Email ChrWis@Kompan.com

Project Name US328473 Shearwater Park Addition

Contract

No. Description Qty Unit Unit Price Discount % Net Price

Equipment

PCE111131-0903 Logan - Nature

In-ground 90cm

FREIGHT Freight

INSTALL SPECIAL Installation of Kompan Equipment

Includes Pushing Back and Restoring of EWF

<u>Surfacing</u>

US-BLOWN IN -TOP OFF

PREPAYMENT

Blown in EWF Top off

Please read attached General Assumptions and Exclusion document for information on

Install/Sitework.

Excludes sitework, products, & services not listed.

Assumes site to be accessible & install ready.

Please allow 11 to 13 weeks for product delivery

upon order placement.

Equipment is as per Shearwater Play Site Plan

version K1.0 - dated 04/28/25

1 Pieces

23,496.36

PREPAYMENT Prepayment Pieces 23,496.36

Total USD 23,496.36

23,496.36

Payment Terms 50% Prepayment , 50% Net 30 days

50% Deposit





Product Ship-to Address

Shearwater Play Area
Johnnie Verdell
100 Kayak Way
Saint Augustine, FL 32092
Ship-to Contact Phone 904-806-4832
Ship-to Contact E-mail cddinvoice@rizzetta.com

Installation Site Address

Shearwater Play Area 100 Kayak Way Saint Augustine, FL 32092

Sell-to Address

Trout Creek CDD Jessica Knutelsky 322 Paseo Reyes Drive Saint Augustine, FL 32095