



Rizzetta & Company

# Lake St. Charles Community Development District

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## Board of Supervisors' Meeting May 6, 2026

District Office:  
2700 S. Falkenburg Rd. Ste 2745  
Riverview, Florida 33578  
813.533.2950

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

**LAKE ST. CHARLES  
COMMUNITY DEVELOPMENT DISTRICT**

6801 Colonial Lake Drive Riverview, FL 33578

<b>Board of Supervisors</b>	John Hines Marshall Toni Marie Davis Yvonne Brown Virginia Gianakos Benjamin Turinsky	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Stephanie DeLuna	Rizzetta & Company, Inc.
<b>District Counsel</b>	Savannah Hancock	Kilinski Van Wyk
<b>District Engineer</b>	Ed Jimenez	Kimley-Horn

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

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

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 (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, 1-800-955-8771 (TTY) or 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.

**LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 2700 S. FALKENBURG RD, STE 2745. • RIVERVIEW, FL 33578**

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**Board of Supervisors**  
**Lake St. Charles**  
**Community Development District**

April 29, 2026

**FINAL AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Lake St. Charles Community Development District will convene on **Wednesday, May 6, 2026**, at **5:00 p.m.**, located at 6801 Colonial Lake Drive Riverview, Florida, 33578.

- 1. CALL TO ORDER/ ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
  - A. District Counsel
    - i. Discussion of Master HOA Events Agreement
  - B. District Engineer
  - C. Operations Manager
    - i. Introduction of New Operations Manager and Update of Amenities Staffing/ Pool Monitors
  - D. District Manager
- 4. BUSINESS ITEMS**
  - A. Consideration of Resolution 2026-10, Notice of General Election ..... Tab 1
  - B. Consideration of LMP Landscaping Mulch Proposal ..... Tab 2
  - C. Consideration of Crosspointe Landscaping Mulch Proposal ..... Tab 3
  - D. Consideration of LMP Annual Flower Bed Enhancement..... Tab 4
  - E. Consideration of Crosspoint Flower Bed Enhancement ..... Tab 5
  - F. Ratification of Wahoo Pools Kiddie Pad Proposal ..... Tab 6
  - G. Consideration of Wahoo Pools Spa Refinish..... Tab 7
  - H. Announcement of Registered Voted Count ..... Tab 8
- 5. BUSINESS ADMINISTRATION (Consent Agenda)**
  - A. Consideration of Minutes of the Board of Supervisors Meeting Held on April 1, 2026, ..... Tab 9 USC
- 7. SUPERVISOR REQUESTS**
- 8. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950.

Sincerely,

*Stephanie DeLuna*

Stephanie DeLuna  
District Manager

Tab 1

**RESOLUTION 2026-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)2.C., FLORIDA STATUTES AND INSTRUCTING THE HILLSBOROUGH COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT THE DISTRICT’S GENERAL ELECTION; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Lake St. Charles Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Hillsborough County, Florida;

**WHEREAS**, the Board of Supervisors of the District (the “**Board**”) seeks to implement Section 190.006(3)(a)2.c., *Florida Statutes*, and to instruct the Supervisor of Elections for Hillsborough County, Florida (“**Supervisor of Elections**”), to conduct the District’s elections by the qualified electors of the District at the 2026 general election (“**General Election**”).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT:**

**1. CURRENT BOARD MEMBERS.** The Board is currently made up of the following individuals, seats and terms:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Virginia Gianokos	November 2026
2	Yvonne Brown	November 2026
3	John Marshall	November 2028
4	Toni Marie Davis	November 2028
5	Benjamin Turinsky	November 2028

**2. GENERAL ELECTION SEATS.** Seat 1 and Seat 2 with terms expiring in November 2026 are scheduled for the General Election in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections of the seats subject to General Election for the current election year, and for each subsequent election year.

**3. QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Hillsborough County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

4. **COMPENSATION.** Each member of the Board is entitled to receive \$200 per meeting for their attendance; up to a maximum of \$4,800 per year.

5. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four (4) years. The newly elected Board members shall assume office on the second Tuesday following the election.

6. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests that the Supervisor of Elections conduct the District's General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor of Elections.

7. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

8. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

9. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

ATTEST:

**LAKE ST. CHARLES COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of Supervisors

**Exhibit A:** Sample Notice of Qualifying Period

**EXHIBIT A**  
**SAMPLE NOTICE OF QUALIFYING PERIOD**

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES  
FOR THE BOARD OF SUPERVISORS OF THE  
LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Lake St. Charles Community Development District will commence at **noon on Monday, June 8, 2026, and close at noon on Friday, June 12, 2026**. Candidates must qualify for the office of Supervisor with the Hillsborough County Supervisor of Elections located at Fred B. Karl County Center 601 E. Kennedy Blvd., 16th Floor, Tampa, FL 33602. The Supervisor of elections may be contacted by phone at (813) 272-5850. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Hillsborough County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Lake St. Charles Community Development District has two (2) seats up for election through the general election process, specifically Seats 1 and 2. Each seat carries a four (4)-year term of office. Elections are non-partisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

For additional information, please contact the Hillsborough County Supervisor of Elections.

Publish on or before \_\_\_\_\_, 2026

Tab 2



**Proposal**

**Proposal No.:** 395925  
**Proposed Date:** 04/21/26

PROPERTY:	FOR:
Lake St Charles CDD Tiffany Judd 6801 Colonial Lake Drive Riverview, FL 33578	Community Mulch-Blown In

Installation of mulch blown in throughout common area bedding, tree rings, clubhouse.

All work involves cleanup and removal of debris from install

ITEM	QTY	UOM	TOTAL
<b>CDD Mulching</b>			
<b>Mulch</b>			\$30,680.00
Pine Bark Blown In	472.00	EA	
<b>Total:</b>			<b>\$30,680.00</b>

LMP Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Lagrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty in not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by LMP will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. LMP is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

**DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE**

\_\_\_\_\_  
**Signature (Owner/Property Manager)**

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

\_\_\_\_\_  
**Printed Name (Owner/Property Manager)**

\_\_\_\_\_  
**Signature - Representative**

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



**Proposal**

**Proposal No.:** 395924  
**Proposed Date:** 04/21/26

PROPERTY:	FOR:
Lake St Charles CDD Tiffany Judd 6801 Colonial Lake Drive Riverview, FL 33578	Community Mulch - Hand Thrown

Installation of mulch by bags & hand thrown throughout common area bedding, tree rings, clubhouse.  
 All work involves cleanup and removal of debris from install

ITEM	QTY	UOM	TOTAL
<b>CDD Mulching</b>			
<b>Mulch</b>			\$36,192.96
Pine Bark, 03CF bag - 03CF (472 CY)	4248.00	03CF	
<b>Fuel Surcharge 5.0%</b>			\$1,809.65
Fuel Surcharge	1.00	EA	
<b>Total:</b>			<b>\$38,002.61</b>

LMP Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Lagrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by LMP will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. LMP is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

**DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE**

\_\_\_\_\_  
**Signature (Owner/Property Manager)**

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

\_\_\_\_\_  
**Printed Name (Owner/Property Manager)**

\_\_\_\_\_  
**Signature - Representative**

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

Tab 3



**crosspoint**  
LANDSCAPE & DESIGN

**PROPOSAL**  
Crosspoint Landscape & Design, Inc.  
Tax ID: 82-2187817

**Date:** 4/27/2026  
**Proposal #:** 5008  
**Project:** Mulch

**Proposal For:**

Lake St. Charles CDD  
6801 Colonial Lake Drive  
Riverview, FL 33578

**Crosspoint Landscape & Design, Inc.**

719 Mainsail Drive  
Tampa, FL 33602

**Project Address:**

Lake St. Charles CDD  
6801 Colonial Lake Drive  
Riverview, FL 33578

813.765.7134

jim@crosspointlandscape.com

Crosspoint Landscape & Design, Inc. proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Quantity	Unit Price	Amount
SCOPE:			
Mulch Installation ~ Lake St. Charles CDD - install decorative mulch throughout common area, landscape beds, & clubhouse - apply mulch evenly to provide uniform appearance and help suppress weed growth - carefully detail edges for a polished appearance and improving overall curb appeal - thoroughly clean work areas presenting a clean, well-maintained appearance			
Decorative Mini Pine Bark Nuggets - 480 cubic yards	480	60.00	28,800.00
Business Terms & Conditions: The above scope, specifications, and conditions are acceptable to the client. The price is good for 90 days. Although Crosspoint Landscape & Design, Inc. will make considerate effort to mitigate damages while working with equipment, the client acknowledges responsibility for any damage to underground utilities, such as but not limited to septic systems, drainage, cable lines, phone lines, internet lines, water pipes, irrigation, and electrical piping/wiring, etc. It is the client's responsibility to clearly share any known utility locations. Crosspoint Landscape & Design, Inc. will call 811 Locates prior to work commencing. Client agrees to indemnify and hold harmless Crosspoint Landscape & Design, Inc. from any damage to the above-mentioned facilities. This contract is made between Crosspoint Landscape & Design, Inc., and the client / property owner / general contractor / owner's agent. The work, methods, specification, and pricing contained herein are accepted by the client.			
I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above in accordance with the Crosspoint Landscape & Design, Inc. Business Terms and Conditions.			
	<b>Total</b>		<b>\$28,800.00</b>

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_ Printed Name and Title: \_\_\_\_\_

Representing (Name of Firm): \_\_\_\_\_

## **Tab 4**



**Proposal**

**Proposal No.:** 395000  
**Proposed Date:** 04/20/26

PROPERTY:	FOR:
Lake St Charles CDD Tiffany Judd 6801 Colonial Lake Drive Riverview, FL 33578	Spring Annuals

Installation of Spring Annuals at The Villas entrance, the Krycul/ Lake st Charles intersection and the directory signage. The directory bedding areas will have two varieties.

ITEM	QTY	UOM	TOTAL
<b>Spring Annuals</b>			
<b>Landscape Material</b>			\$1,798.00
Seasonal Annuals - 04"	580.00	04"	
Seasonal Annuals - 04" (Directory)	40.00	04"	
<b>Mulch</b>			\$207.69
Pine Bark, 03CF bag - 03CF	11.00	03CF	
<b>Fuel Surcharge 5.0%</b>			\$100.28
Fuel Surcharge	1.00	EA	
<b>Total:</b>			<b>\$2,105.97</b>

LMP Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Lagrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

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Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

**DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE**

\_\_\_\_\_  
**Signature (Owner/Property Manager)**

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

\_\_\_\_\_  
**Printed Name (Owner/Property Manager)**

\_\_\_\_\_  
**Signature - Representative**

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



**Proposal**

**Proposal No.:** 378877  
**Proposed Date:** 04/20/26

PROPERTY:	FOR:
Lake St Charles CDD Tiffany Judd 6801 Colonial Lake Drive Riverview, FL 33578	Relandscaping of all Community Monuments

- Replanting of all Subdivision monuments including The Villas
- Removal of all existing plant material with the exception of Arboricola
- Till in new compost soil in bedding areas
- Corners of monument install Hibiscus & wrap w/ Arboricola, fill in bottom of wall with additional Arboricola
- Install Florica plant, :1 at each column pillar & 1 on each side of community name sign for total of 4 on each monument, 2 on monuments that don't have an upper tier bed
- Install Perennials (Crossandra) at monuments that have an upper tier bed. **\*\*NOTE This will be based on availability\*\***
- Install St. Augustine in areas where plants are removed & line up with existing sod areas
- Install fresh new mulch

NOTE: irrigation modifications needed will be invoiced separately on a time and material basis

ITEM	QTY	UOM	TOTAL
<b>Replant all Monuments</b>			
<b>Site Prep</b>			\$3,820.00
Bed Prep	48.00	HR	
Debris by the truck	2.00	1	
<b>Landscape Material</b>			\$44,473.05
Red Hibiscus, 15 gallon - 15G	42.00	15g	
Trinette Arboricola, 03 gallon - 03G	285.00	03g	
Florica Ti Plant, 03 gallon - 03G	84.00	03g	
Crossandra- 04"	432.00	04"	
Floratam Saint Augustine, 01 Square Foot - 01SF	8500.00	01SF	
<b>Mulch &amp; Soil</b>			\$7,820.98
Pine Bark, 03CF bag - 03CF	243.00	03CF	
Compost, 01 Cubic Yard - 01CYSoil	24.00	01CY	
<b>Fuel Surcharge 5.0%</b>			\$2,805.70
Fuel Surcharge	1.00	EA	
<b>Total:</b>			<b>\$58,919.73</b>

LMP Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Lagrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

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**DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE**

\_\_\_\_\_  
**Signature (Owner/Property Manager)**

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

\_\_\_\_\_  
**Printed Name (Owner/Property Manager)**

\_\_\_\_\_  
**Signature - Representative**

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

Tab 5



**crosspoint**  
LANDSCAPE & DESIGN

**PROPOSAL**  
Crosspoint Landscape & Design, Inc.  
Tax ID: 82-2187817

**Date:** 4/28/2026  
**Proposal #:** 4708 - REV  
**Project:** Landscape

**Proposal For:**

Lake St. Charles CDD  
6801 Colonial Lake Drive  
Riverview, FL 33578

**Crosspoint Landscape & Design, Inc.**

**719 Mainsail Drive  
Tampa, FL 33602**

**Project Address:**

Lake St. Charles CDD  
6801 Colonial Lake Drive  
Riverview, FL 33578

**813.765.7134**

**jim@crosspointlandscape.com**

Crosspoint Landscape & Design, Inc. proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Quantity	Unit Price	Amount
SCOPE:			
Monument End Cap Project ~ Lake St. Charles CDD			
Monument End Cap Project - Landscape Design, Demolition, & Installation  - conduct a refresh of the monument signs at the entrance of each subdivision including the Villas - design would have a landscape plan that would carry the same theme throughout the community - each side of the monument will feature a flat wall with Triple Adonidia palms (6-7 ft tall) positioned on the outside - remainder of the landscape beds would feature a border of Green Island Ficus with a colorful array of plants (i.e. Variegated Arboricola, Mammy Crotons, Green/Yellow Petra Crotons) or similar if the board desires other species - "Blue My Mind" Blue Daze would be installed on the top section of each monument sign for a vibrant color, all subdivisions would have the similar design - project would then be completed with a decorative groundcover of mulch for a finished appearance - this quote includes demolition and disposal of all unused items at the landscape monuments - upon completion of the landscape project, Crosspoint will replace the border of grass surrounding the newly landscaped areas and install new St. Augustine sod to complete the entire project - irrigation repairs and amendments will be required to allow the newly planted material to thrive, these services will be invoiced as time & materials only	1	58,675.00	58,675.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above in accordance with the Crosspoint Landscape & Design, Inc. Business Terms and Conditions.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_ Printed Name and Title: \_\_\_\_\_

Representing (Name of Firm): \_\_\_\_\_



# crosspoint

LANDSCAPE & DESIGN

# PROPOSAL

Crosspoint Landscape & Design, Inc.  
Tax ID: 82-2187817

Date: 4/28/2026  
Proposal #: 4708 - REV  
Project: Landscape

**Proposal For:**

Lake St. Charles CDD  
6801 Colonial Lake Drive  
Riverview, FL 33578

**Crosspoint Landscape & Design, Inc.**

719 Mainsail Drive  
Tampa, FL 33602

**Project Address:**

Lake St. Charles CDD  
6801 Colonial Lake Drive  
Riverview, FL 33578

813.765.7134

[jim@crosspointlandscape.com](mailto:jim@crosspointlandscape.com)

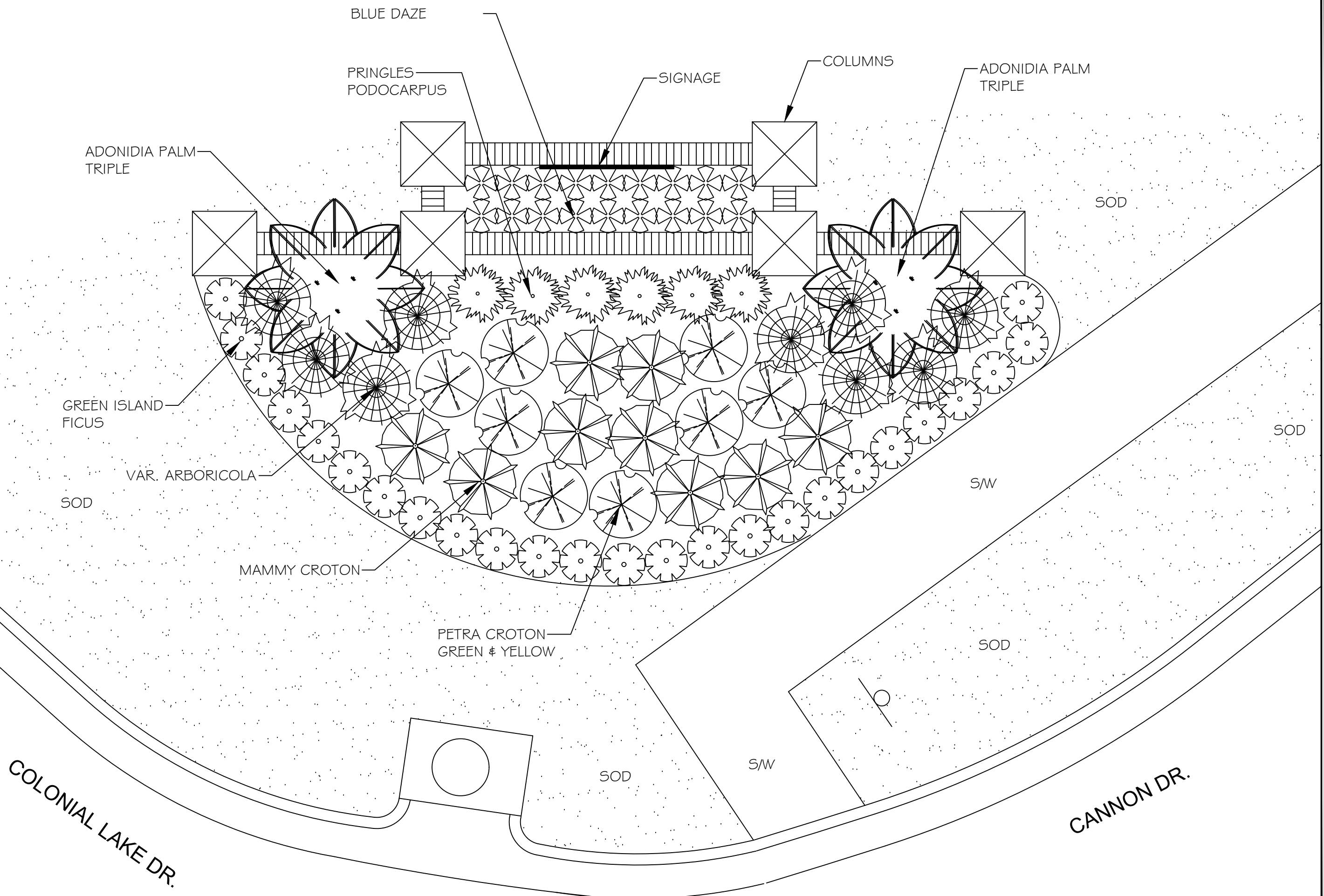
Crosspoint Landscape & Design, Inc. proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Quantity	Unit Price	Amount
Proposal Includes:  Triple Trunk Adonidia Palm - 6' - 7' HT Variegated Arboricola - 3 gallon (18" HT) Pringles Podocarpus - 3 gallon (14" HT) Mammy Croton - 3 gallon Green & Yellow Petra Croton - 3 gallon Green Island Ficus - 3 gallon Decorative Mini Pine Bark Nuggets Mulch Irrigation Repairs & Amendments Freight / Demo / Installation / Clean-Up / Debris Removal & Disposal			
Business Terms & Conditions: The above scope, specifications, and conditions are acceptable to the client. The price is good for 90 days. Although Crosspoint Landscape & Design, Inc. will make considerate effort to mitigate damages while working with equipment, the client acknowledges responsibility for any damage to underground utilities, such as but not limited to septic systems, drainage, cable lines, phone lines, internet lines, water pipes, irrigation, and electrical piping/wiring, etc. It is the client's responsibility to clearly share any known utility locations. Crosspoint Landscape & Design, Inc. will call 811 Locates prior to work commencing. Client agrees to indemnify and hold harmless Crosspoint Landscape & Design, Inc. from any damage to the above-mentioned facilities. This contract is made between Crosspoint Landscape & Design, Inc., and the client / property owner / general contractor / owner's agent. The work, methods, specification, and pricing contained herein are accepted by the client.			
I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above in accordance with the Crosspoint Landscape & Design, Inc. Business Terms and Conditions.			
	<b>Total</b>		<b>\$58,675.00</b>

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_ Printed Name and Title: \_\_\_\_\_

Representing (Name of Firm): \_\_\_\_\_



BLUE DAZE

PRINGLES  
PODOCARPUS

SIGNAGE

COLUMNS

ADONIDIA PALM  
TRIPLE

ADONIDIA PALM  
TRIPLE

SOD

GREEN ISLAND  
FICUS

SOD

VAR. ARBORICOLA

SW

SOD

MAMMY CROTON

SOD

PETRA CROTON  
GREEN & YELLOW

SOD

SW

COLONIAL LAKE DR.

CANNON DR.

CROSSPOINT LANDSCAPE & DESIGN, INC.  
3517 E. 7th Avenue  
Tampa, FL 33605  
813.765.7134  
jim@crosspointlandscape.com



REVISIONS	DATE	DESCRIPTION

A Landscape Project For:  
**Stratford Residence**  
Colonial Lake Dr.  
Riverview, FL 33578

DESIGN BY: HARNETT  
CHECKED BY: POTANTUS  
DATE: 1-7-26  
SCALE: 1/4" = 1'-0"



SHEET NO.

**L-1**

Landscape Plan

# STRATFORD RESIDENCE

## Plants and Materials



**crosspoint**  
LANDSCAPE & DESIGN

Materials pictured are for visual purposes only. Exact materials may vary.



Petra Croton



Mammy Croton



Triple Trunk  
Adonidia Palm



Variegated Arboricola



Green Island Ficus



“Blue My Mind”  
Blue Daze



Pringles Podocarpus

Tab 6

**Wahoo Pools Group, Inc.**  
6657 US 301 S Riverview FL  
33578  
+1 813-699-3282

info@wahoopools.com  
<https://www.wahoopools.com>



Wahoo Pools Group, Inc.

# Proposal

**Prepared For:**

**David Eskra**

**Proposal Issued:**

04/22/26

**Statement of Confidentiality**

This proposal and supporting materials contain confidential and proprietary business information of Wahoo Pools Group, Inc.. There materials may be printed or photocopied for use in evaluating the proposed project, but not to be shared with other parties.

# Project Breakdown

## KIDDIE POOL REMODEL TILE/INTERIOR PACKAGE

\$8,923.79

### PLASTER

 PLASTER PREP POOL-REMODEL

 STANDARD COLORS PEBBLE SHEEN - STANDARD POOL COLORS

 Startup-Tec EASY CARE - STARTUP-TEC PROACTIVE START-UP TREATMENT 64OZ

 LABOR ADVANCED SERVICE TECHNICIAN WAHOO


### TILE


 TILE- CERAMIC 6"X6" INSTALLATION LF

 CERAMIC WATERLINE TILE 6X6

 TILE REMOVAL - REMODEL

 STEP TILE INSTALLATION

 Jets and Install

 VGA Approved Main Drain

**Subtotal**

\$8,923.79

**Total**

\$8,923.79

## Payment Terms

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100% Full Contract

\$8,923.79

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## Terms and Conditions

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## Warranty and Product Disclaimers

### Jandy Equipment 3-year Warranty

Zodiac Pool Systems LLC, a Fluidra company ("Fluidra") warrants all Jandy®, Polaris®, Zodiac® and Grand Effects® branded whole good products to be free from manufacturing defects in materials and workmanship for a period of three (3) years from the date of retail purchase, when purchased and installed by a member of our ProEdge™ dealer program. Exceptions: Polaris Robotic Cleaners (all models) and Zodiac Suction cleaners (all models except above-ground) are warranted for two (2) years. Extended limited warranty includes reasonable labor for whole goods but does not include labor for replacement parts. Exclusions: Zodiac G3, Kontiki and above-ground suction cleaners, Polaris Turbo Turtle, 165 and 65 pressure cleaner models, BlueIiot® (all models). Aqua Products™ branded products, maintenance tools, and purchased replacement parts are excluded from this Extended Limited Warranty and are covered by the applicable standard Jandy, Zodiac or Polaris limited warranty. This extended limited warranty covers products listed in a residential application only. If the product is used in a commercial application, please reference our standard limited warranties. Please see the Jandy, Polaris, and Zodiac standard limited warranties located at FluidraUSA.com for full details and exclusions all of which apply to this ProEdge Extended Limited Warranty

### Wahoo Pools Workmanship Warranty

Wahoo Pools warrants our work free from defects for 1 year after product is installed.

### Plaster Finish Warranty

Pebble Finish is warranted for lifetime

Quartz Finish is warranted for 10 years

**Please read the disclaimers below. Here are the most common items in question during construction.**

### **Material Selection Resources**

**Waterline Pool Tile**-Please note when looking at sizes, most 6" x 6" tiles are considered level 1. Glass tiles and mosaic tiles are upgrades.

**Quartz Pool Plaster**-This is a standard level 1 quartz finish. Pebble finishes are extra unless otherwise listed above.

View WetEdge Quartz selection [HERE](#).

**Mini Pebble Plaster Finish**- Level 1 Signature Matrix Mini Pebble -Gulf White, Coastal Blue, Cadet Blue, Gold Caribbean, Tahoe, Plum Aqua Cool.

View WetEdge Pebble Selections [HERE](#). \*90-Day Pool Package Option

**Brick Paver Decking**- Flagstone is our preferred supplier. [Click Here](#) for info on their products. Though there are other pavers available, wait times can vary. \*90-Day Pool Package Option

**Travertine Paver Decking**- [Click Here](#), and you will find all the Travertine decking with different levels.

**Veneer Facing**- [Click Here](#), and you can view different decking selections and split face colors.

**Patio & Pergola**- This is where you will find detailed information on our Patios & Pergolas. [Click here](#) to view the pergola options we specialize in.

Please Note the following:

1. All fences & gates are to be brought to code by others.
2. Outdoor kitchens may require sanitary hookups and electrical outlets. These costs are not included and are the responsibility of the owner. Prices vary case by case. See your sales associate to obtain a quote from one of our licensed plumbers and/or electricians.

3. All landscaping, including irrigation unless otherwise expressed to be provided and installed by others.
4. Proposal and design based on lot survey provided by the owner and are subject to verification.
5. Wahoo Pools Group is not responsible for existing home conditions that may not meet the current code.
6. All construction access repairs by others.
7. Gas Line Hook-Up by others. Due to many hook-up options, a separate quote will need to be supplied by others and is not included in this proposal. Ask your sales rep if you are looking for a recommendation for a gas company.
8. Due to current market conditions and continuous price increases in products, the proposal is Valid for 7 days.
9. A fee of \$1000 will be applied to changes after a pool is permitted. Changes can require re-permit submittals.
10. Wahoo Pools Group, Inc. reserves the right to pass subsequent contractor, vendor, or material cost increases greater than 2.5% per occurrence to the buyer. In addition, Wahoo Pools Group, Inc. reserves the right to pass on any vendor or contractor fuel surcharges to the buyer.
11. Quote excludes all dewatering, IF required a separate quote will be provided.
12. Not responsible for curbs, concrete aprons or sidewalks while crossing.
13. Price excludes all fencing and railings unless specified otherwise.

### **Other disclaimers to consider:**

#### **Paver Joints**

Sand joints are only meant to lock pavers in place to prevent chattering. It is not meant to be installed for looks. Ask about polymeric sand if seeing exposed sand interest you.

#### **Natural Stone**

The first and most important consideration when choosing Travertine Pavers for your project is that they are a natural stone product. Natural Stone products are inherent to COLOR & TEXTURE VARIATIONS, and it is these very characteristics that give Travertine Pavers their beauty and appeal.

Travertine Pavers are typically very porous, which means that it is very common for individual pavers to have small pits or holes, and/ or even have a portion of a corner missing. Travertine Pavers are often pre-cut and tumbled overseas, which can cause variations in the sizes of the individual pavers.

These variations can and will ultimately impact the consistency of paver patterns and joints. The design of the decking area will strongly impact the number of cuts made to individual pavers during the installation process. Free-form designs are always going to require that more individual pavers get cut during installation. Once a paver is cut, it will lose the Tumbled or Chiseled Edge on the cut side of the paver. Travertine Pavers that are set on top of a compacted gravel and sand sub-base may experience some minor settling. This more than likely will take place within the first 30 – 60 days of installation. If this occurs, we will be happy to return after the 60-day period to make any necessary corrections to the settled pavers.

**SALTWATER POOLS:** It is strongly recommended that Travertine Pavers installed around a Salt Water Swimming Pool are sealed with a deep penetrating sealer to protect against the salt's erosion. The average

cost to seal the pavers is around \$1.25 - \$1.50 per square foot and should be done approximately every two years.

#### **Colored Pool Plaster Finishes, Pebble or Quartz**

##### **Disclaimer from the National Plaster Council**

By its nature, colored plaster will accentuate all the characteristics normally found in white plaster. Mottling, for example, can be more pronounced in colored plaster than in white. Colored plaster may also exhibit pigment stains, streaks, unevenness of color, and more noticeable checking and crazing.

Also, variations of shade will exist between color sample chips and mixed plaster. Over time, the color may fade completely or grow gradually lighter and will often not be the precise shade that was anticipated. It's important to note that none of these conditions are considered a deficiency of the product.

Colored pebble pool finishes are composed of natural materials that may have certain inherent characteristics. Normal mottling could occur across the surface resulting from differences in moisture content and/or rate of hydration within the matrix of the surface coating. Normal mottled variation is not considered a failure or defect but is a normal characteristic of cementitious products. By its nature, colored pool finishes can accentuate all the characteristics normally found in cementitious materials. Mottling explained above, for example, can be more pronounced in colored products than in white. Colored pool finishes may also exhibit pigment stains, streaks, unevenness of color, and more noticeable checking and crazing. It's important to note that none of these conditions are considered a deficiency of the product. It is the homeowner's responsibility to brush the new plaster finish twice a day for the first 30 days. It is also recommended by the National Plaster Council to monitor pool chemistry daily for the first 30 days. If you do not understand pool chemistry, please request training from one of our staff.

I. **Parties.** This Florida Home Improvement Contract ("Agreement") is entered into between Wahoo Pools Group, Inc. ("WAHOO") with a mailing address of 6657 US 301 S., Riverview, FL 33578 and the CUSTOMER listed in the attached proposal (the "Proposal"), on the date last signed by THE CUSTOMER and WAHOO (the "Effective Date").

II. **Work to be Performed.** WAHOO agrees to perform the work listed in the attached

The proposal, and any swimming pool layout plans and/or structural engineering plans and specifications, if applicable, (herein collectively referred to as the "Work"), at the address listed in the Proposal. The Proposal, the swimming pool layout plans and structural engineering plans and specifications, if applicable, shall be incorporated into and become part of this Agreement. In case of a conflict between any plan or scale drawing and the Proposal, the information in the Proposal shall prevail.

III. **Completion Time.** The Work to be performed pursuant to this Agreement shall commence within 45 days after the permits necessary to begin construction under this Agreement have been obtained, and the CUSTOMER has supplied WAHOO with a written notice of financing. Assuming all conditions are satisfied and weather permits, the Work to be performed under the Agreement shall be substantially completed no later than 120 days after the Work commences ("Completion Date"). The Completion Date shall be automatically extended as a result of CHANGE ORDERS, THE CUSTOMER's failure to timely pay amounts due under the Agreement, Acts of God, including precipitation of more than 1/10 inch in any 24-hour period (or any other weather condition which prevents or inhibits the performance of the Work), strikes, material shortages, labor shortages, misrepresentations by THE CUSTOMER, or any other condition that is not within WAHOO's control.

IV. **Financing.** This Agreement is contingent upon the CUSTOMER obtaining appropriate financing for the Proposal. All fees and expenses of obtaining a loan shall be borne by the CUSTOMER. Unless otherwise agreed in writing, WAHOO shall not begin the Work until the CUSTOMER provides WAHOO with written notice from the lender confirming the loan and provides WAHOO with a draw schedule acceptable to WAHOO.

V. **Change Orders.** Any changes in the Work being performed under this Agreement must be in writing, signed by WAHOO and THE CUSTOMER, and state the changes to be made, the amount of any additional cost, and the additional number of days to be added to the Completion Date (the "CHANGE ORDER"). ALL CHANGE ORDERS must be signed by all THE CUSTOMERS to the Agreement. THE CUSTOMER acknowledges and agrees that ALL requests for changes must be made to WAHOO's supervisor, and no changes to the Agreement will be made or agreed upon until the CHANGE ORDER is signed by an authorized representative of WAHOO.

VI. **Substitution of Equipment and Materials.** WAHOO reserves the right to substitute equipment or materials of equal quality in the event of non-availability. WAHOO makes no representation as to the performance of any equipment specified herein beyond the representations made by the respective manufacturers thereof.

VII. **Insurance and Risk Management.** WAHOO shall maintain all required workers' compensation and general liability insurance necessary to protect THE CUSTOMER from claims that may arise out of and during operations under this Agreement.

##### **VIII. Representations and Responsibilities of WAHOO.**

WAHOO shall obtain all necessary surveys to complete the Work and all building permits, licenses, building inspections and approvals required by local law.

WAHOO shall abide by all rules, ordinances and regulations governing the execution of the Work and any deviations or variances of the plans or specifications affected by such rules and ordinances shall be brought to the attention of THE CUSTOMER as soon as WAHOO becomes aware of the issues.

WAHOO shall be solely responsible for determining the means, methods, and order of construction, and for supervising and coordinating all segments and

##### **Phases of Construction.**

WAHOO shall utilize and employ persons and subcontractors who are competent in the tasks assigned and shall maintain discipline and accountability of said employees and subcontractors while they are performing the Work.

THE CUSTOMER acknowledges that an inspection and survey of the site where the Work is to be performed has not been performed by WAHOO and that WAHOO makes certain assumptions in the preparation and pricing of this Agreement based upon the Representations and Responsibilities of THE CUSTOMER contained herein.

WAHOO shall routinely maintain the cleanliness of the work site. Once all Work is complete, all waste materials, as well as equipment, tools, or excess materials and supplies, shall be removed from the site.

WAHOO shall pay for all materials, including sales, use, or other similar taxes, which are in effect at the time of the Agreement. Unless otherwise specified.

WAHOO shall also pay for any and all government permits and fees required to accomplish the Work.

WAHOO shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with

the Work and shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to all employees or subcontractors involved with the Work and other persons who may be affected thereby.

**IX. Representations and Responsibilities of THE CUSTOMER.**

THE CUSTOMER shall be responsible for shipping, transporting, and storing any items that he or she independently orders and/or pays for during the construction process and represents that these items shall only be brought to the site when asked by WAHOO.

THE CUSTOMER represents that THE CUSTOMER will provide WAHOO and

WAHOO's subcontractors, suppliers, and other's necessary to perform the Work, with adequate access to, through, and across THE CUSTOMER's property and any adjacent properties reasonably necessary or required for WAHOO's construction of the pool, including without limitation adequate access for all equipment required to perform the Work. To the extent any access involves access across any third parties' property, THE CUSTOMER represents, warrants, and agrees to obtain such third parties' approvals in writing in a form acceptable to WAHOO.

THE CUSTOMER represents that the soil at and around the "Pool Site" is compacted to at least 90 percent and has a bearing capacity of at least 1,000 pounds per square foot. For purposes of this contract, the term "Pool Site" means the area comprising the water surface area and that portion of the ground surface extending to a distance of approximately 4 ft. (or to greater distances as may be required by local code for minimum decking) from the perimeter of the pool water surface.

THE CUSTOMER represents that: i. the soil at and around the Pool Site is not of such an unstable nature, and that water conditions are not of such a nature, so as to preclude construction and operation of the pool in a normal manner at a normal expense; ii. that there will be no additional load condition that may be imposed on the pool structure by existing or proposed adjacent structures which will require extra engineering or materials; that there are no rock formations, hardpan conditions, boulder, cesspools, septic tanks, gas lines, water pipes, drain pipes, underground electrical conduit or other underground obstructions which would require blasting or jackhammer work or which would otherwise require work and give rise to costs in excess of what would normally be required.

THE CUSTOMER shall be responsible for doing all work, performing all acts and meeting all conditions necessary to allow WAHOO to timely complete the Work.

THE CUSTOMER shall furnish all soil reports, any surveys, geological reports, topography, maps, permits, variances and association permits, or any other item required by any building inspector, governmental authority, or quasigovernmental authority and any extra engineering not covered by WAHOO's standard plans. THE CUSTOMER is to provide accurate site plans and as-built drawings and surveys for the location of the pool, buildings, and equipment and has directed the location of such pool, other improvements, and equipment as shown on the plans and drawings. WAHOO shall have no liability for the incorrect location of the pool provided WAHOO follows the pool drawings or THE CUSTOMER's written instructions regarding the same. THE CUSTOMER shall be responsible for furnishing any necessary variance and association permits or fees.

THE CUSTOMER, at THE CUSTOMER's sole cost and expense, shall be responsible for providing for all drainage beyond the Pool Site

and shall ensure that same meets with all city, county, state, federal, or other governmental, regulator, or similar requirements, including all building codes, homeowner's association rules, deed restrictions and the like.

THE CUSTOMER is responsible for planning, providing, or constructing any fencing, gates, or the installation of drywell or other waste facilities unless expressly agreed upon in writing and signed by an authorized representative of WAHOO and attached to this Agreement. THE CUSTOMER, at THE CUSTOMER's cost and expense, shall be responsible for complying with all laws pertaining to fencing and related matters. WAHOO recommends THE CUSTOMER investigate the local laws and ordinances regarding fencing and self-latching gates. WAHOO recommends that THE CUSTOMER install fencing with self-closing and self-latching gates around the pool, whether required by local code or not.

THE CUSTOMER shall be responsible for furnishing all water, power, and other utilities necessary for WAHOO's use to construct the pool. Installation of extra service and/or circuits in THE CUSTOMER's electrical panel box and/or removal and replacement of overhead wires to comply with existing codes are the responsibility of the CUSTOMER.

THE CUSTOMER shall be responsible for all grading, decking, and drainage beyond the Pool Site, retaining walls, and fencing.

THE CUSTOMER shall be responsible for the costs incurred in connection with the relocation, rerouting or replacement of any plumbing, electrical, gas, waste, and water lines or any other overhead or underground utilities.

THE CUSTOMER shall be responsible for any work or damage occasioned by or resulting from the Work of third-party contractors not hired or paid for by WAHOO. It will be the responsibility of the CUSTOMER or THE CUSTOMER's third-party contractors to monitor the pressurized water plumbing gauge(s) prior to any work commencing and pay for any repairs related to damages caused by the same.

THE CUSTOMER assumes the responsibility and care of all materials, equipment, and products delivered to his property.

THE CUSTOMER authorizes WAHOO, or designee, to make such investigations of

THE CUSTOMER'S credit as and when it, in its discretion, deems necessary.

THE CUSTOMER warrants that THE CUSTOMER is the legal owner of the property and will indemnify WAHOO against any, and all, claims for damages from third parties who claim an interest in the property.

**X. Warranties, Disclaimers, and Limitation of Liability.**

WAHOO shall provide THE CUSTOMER with a Limited One (1) Year Warranty on the Work, which shall begin upon substantial completion. All other warranties associated with and received under this Agreement, to the fullest extent permissible by law, shall be assigned to the CUSTOMER.

WAHOO shall NOT be responsible for the flotation of the pool by external water regardless of the source thereof. In the event the pool is drained for any reason whatsoever, none of the warranties or guarantees herein shall apply unless the CUSTOMER uses a professional pool services company that (a) removes the relief plugs as soon as they are above the level of the declining water and (b) refills the pool within ten (10) days of draining.

All pool dimensions are approximate with reasonable tolerances. The following tolerances from the dimensions are conclusively presumed to be reasonable: a. up to six (6) inches in depth,

measured when the water level is at its maximum, from the bottom edge of the overflow plate to the deepest point beyond the coving where the pool floor slopes to meet the pool walls; and b. up to five percent (5%) of the water surface area.

THE CUSTOMER'S RIGHT TO REPAIR UNDER WAHOO'S LIMITED WARRANTY IS THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. WAHOO SHALL NOT BE RESPONSIBLE FOR AND SHALL NOT REPLACE ANY WATER OR CHEMICALS REQUIRED AFTER ANY LOSS OR REPAIR. WAHOO SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES, WHETHER ORDINARY, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL, CAUSED BY ANY DEFECT, INCLUDING LEAKAGE. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. TO THE FULLEST EXTENT PERMITTED BY LAW, IT IS A CONDITION PRECEDENT TO THE CUSTOMER'S ENFORCEMENT OF THE LIMITED WARRANTY SET OUT HEREIN THAT THE CUSTOMER MUST HAVE PAID WAHOO ALL SUMS DUE UNDER THE CONTRACT. SPECIFIC EXCLUSIONS. Walks and decking are not warranted against cracking, chipping, raising, peeling, settling, earth movement, shifting, staining, or discoloration. Plaster is not warranted against discoloration, shading, color variation, unevenness of color, blotching, mottling, hairline cracks, or staining. In most instances, such plaster defects generally result from local water conditions, improper use of chemicals, or improper or lack of cleaning of the pool. VOIDING OF WARRANTY. The warranties are effective only if THE CUSTOMER has complied with all the terms and conditions, made full payment, and complied with other provisions of the Contract. The warranties become void if (a) the pool is not properly filled and/or the water level maintained in a proper manner (except for short periods, not to exceed ten (10) days, for reasonable professionally recommended and supervised maintenance); (b) freezing; (c) the pool structure is damaged by reason of the water table rising above the lowest point of the pool when the pool is not kept full; (d) the pool structure is damaged by reason of any earth or fill ground movement, Acts of God, war, terrorism, riots, or other civil disturbances, or by acts of third parties; (e) THE CUSTOMER fails to comply with decking installation requirements as set forth by WAHOO; (f) defects and/or damages or failures result from mistreatment or neglect or improper maintenance; or (g) defects and/or damages or failures result from the work performed by others not provided for in this Contract. WARRANTY PROCEDURES. To obtain the performance of any warranty obligation, THE CUSTOMER must notify WAHOO of the claim immediately upon discovery. THE CUSTOMER must use the Warranty Form provided by WAHOO. Warranty claims must be in writing and may be personally delivered, mailed, faxed, sent by electronic mail, or via the Warranty Web Form Submission, to WAHOO as indicated on the Warranty Form. During the warranty period, warranty performance will be provided by WAHOO or WAHOO's agent without charge within a reasonable time after written notification by the CUSTOMER in accordance with the applicable provisions of the applicable local property code.

**XI. Indemnification and Hold Harmless.**

THE CUSTOMER agrees to be responsible for and does hereby indemnify, save and hold WAHOO harmless from and against any and all suits, actions, losses, damages, claims or liability of any character, type or description, kind or nature whatsoever, including all expenses and costs of litigation, defense, court costs and

reasonable attorneys' fees related to injury or death resulting from or related to, or arising from in any way whatsoever, directly or indirectly from THE CUSTOMER's ownership, use or enjoyment of the pool, or for any damages, injuries or losses resulting from, related to, or in connection with work, materials, and/or labor provided by WAHOO or WAHOO's contractors, subcontractors, laborers and/or suppliers or others directed by WAHOO or any representation or warranty or breach of any duty or obligation by WAHOO. The releases and indemnification provisions shall also include, but are not limited to, any injuries to persons trespassing with or without invitation by the CUSTOMER. Damage may occur to curbs, sidewalks, driveways, patios, lawns, landscaping, sprinkler systems, underground public or private utilities, or other items located in or adjacent to the access route or construction area. Unless noted elsewhere in this Agreement, WAHOO shall not be responsible for the repair or replacement of any of the items noted in this paragraph.

**XII. Disputes.** All controversies or claims arising out of or relating to this Agreement shall be addressed first through negotiation of the parties, followed by mediation, and finally through binding arbitration, in accordance with the rules the American Arbitration Association (Commercial Rules) then in effect, and shall be heard and decided in Florida unless agreed to by both parties as to a different venue. Judgment may be entered in any court having jurisdiction. In the event of any litigation, including arbitration, between the parties, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs and expenses associated with such litigation or arbitration proceeding.

**XIII. Termination.** Termination by THE CUSTOMER. If the CUSTOMER terminates the Agreement prior to commencement of excavation without cause, WAHOO shall be entitled to retain the Down Payment as liquidated damages. If the CUSTOMER terminates the Agreement after commencement of excavation with or without cause, WAHOO shall be entitled to recover from the CUSTOMER payment for actual costs of all labor, materials, equipment, tools, construction equipment and machinery plus 20% of such costs, as well as all actual, incidental and consequential damages resulting therefrom.

**Prior to Commencement.** WAHOO, may at its sole discretion, terminate this Agreement at any time prior to commencement of excavation with or without cause in which event this Agreement shall be of no further force or effect and neither party shall have any further liability to the other hereunder.

Damage. Either party hereto may terminate the Agreement upon the occurrence of any of the following which render it impracticable to complete the Work or which increases the costs to complete the Work by more than 10%: (i) substantial damage to the Work; (ii) destruction or substantial damage to the premises or structures thereof; or (iii) the Work is terminated by public authority; provided, however, that if Work is not cancelled or ordered terminated, all Work necessary to replace Work already performed shall be considered additional Work for which WAHOO shall be compensated in accordance with the other provisions of this Agreement. In the event of termination under this provision, neither party shall have any further liability to the other under this Agreement. The CUSTOMER is responsible for payment for actual costs of all labor, materials, equipment and permits already purchased and/or furnished plus 20% of such costs.

**XIV. Default.**

In the event of a default by THE CUSTOMER of any provision of this Agreement, THE CUSTOMER agrees to pay all costs, expenses, damages and interest from date of default, including but not limited to all costs of collection and reasonable attorneys' fees.

THE CUSTOMER fails to make payment when due or substantially breaches any other obligations of this Agreement, and THE CUSTOMER fails to cure such default within seven (7) days after the date WAHOO provides written notice to THE CUSTOMER, then in addition to any and all other remedies afforded WAHOO under this Agreement, or at law or in equity, WAHOO may terminate the Agreement and recover from the CUSTOMER payment for actual costs of all labor, materials, equipment, tools, construction equipment and machinery plus 20% of such costs, as well as all actual, incidental and consequential damages resulting therefrom.

In the event of failure to pay any amount owed within 3 business days of invoice, shall be considered a default and for each day a payment owed under this Agreement is late, the Completion Date shall be extended by five (5) business days and all obligations of WAHOO to begin the next Phase of Construction will be suspended until such time as all monies due have been received. In the event of a default in payments, THE CUSTOMER shall not be entitled to the discount on the Agreement Price.

In addition to the foregoing, and notwithstanding anything herein to the contrary, THE CUSTOMER understands and agrees that WAHOO may also exercise any and all other remedies afforded under this Agreement or otherwise provided at law or in equity, including but not limited to all rights to suspend or discontinue further work on the construction of the pool.

**XV. CHAPTER 558 NOTICE OF CLAIM.** CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS AGREEMENT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

**XVI. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND.** PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1396; 2601 Blair Stone Road, Tallahassee, FL 32399.

**XVII. Notice of Construction Lien.** ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS AGREEMENT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

**XVIII. MISCELLANEOUS.**

Should any part of this Agreement for any reason be declared invalid, such portion shall not affect the validity of any remaining portion; and such remaining portion shall remain in full force and effect as if the invalid portion had been eliminated.

No failure of WAHOO to exercise any power given to it hereunder, or to insist upon strict compliance by THE CUSTOMER, shall constitute a waiver of WAHOO right to subsequently demand exact compliance with all terms hereof.

This Agreement price is subject to a 1% increase per month if actual construction has not begun within 45 days of the Effective Date.

THE CUSTOMER authorizes WAHOO to photograph the swimming pool, which is the subject of this Agreement, and the surrounding

## Agreement

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**David Eskra**

6801 Colonial Lake Drive, Riverview, Florida, 33578  
+18136718339

**Wahoo Pools Group, Inc.**

6657 US 301 S Riverview FL, 33578  
+1 813-699-3282  
info@wahoopools.com

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**Project Name**

Lake St Charles - Kiddie Pool Remodel

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**Job Location**

6801 Colonial Lake Drive, Riverview, Florida, 33578

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**Primary Sales Agent**

Jesus Perez

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**Acceptance of Proposal**

This proposal and supporting materials contain confidential and proprietary business information of Wahoo Pools Group, Inc.. There materials may be printed or photocopied for use in evaluating the proposed project, but not to be shared with other parties.

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**Client Signature**

Tab 7

**Wahoo Pools Group, Inc.**  
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<https://www.wahoopools.com>



Wahoo Pools Group, Inc.

# Proposal

**Prepared For:**

**David Eskra**

**Proposal Issued:**

04/22/26

**Statement of Confidentiality**

This proposal and supporting materials contain confidential and proprietary business information of Wahoo Pools Group, Inc.. There materials may be printed or photocopied for use in evaluating the proposed project, but not to be shared with other parties.

# Project Breakdown

## SPA REMODEL PACKAGE

\$10,580.35

### PLASTER

 PEBBLE SHEEN - STANDARD POOL COLORS

 PLASTER PREP SPA-REMODEL


 LABOR ADVANCED SERVICE TECHNICIAN WAHOO

 EASY CARE - STARTUP-TEC PROACTIVE START-UP TREATMENT 64OZ

### TILE


 CERAMIC WATERLINE TILE 6X6

 TILE- CERAMIC 6"X6" INSTALLATION LF

 TILE REMOVAL - REMODEL

 STEP TILE INSTALLATION

 Spa Jets and Install

 VGA Approved Main drain

 SKIMMER

 SKIMMER REMOVAL & REPLACE LABOR

**Subtotal**

\$10,580.35

**Total**

\$10,580.35

## Payment Terms

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100% Full Contract

\$10,580.35

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## Terms and Conditions

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## Warranty and Product Disclaimers

### Jandy Equipment 3-year Warranty

Zodiac Pool Systems LLC, a Fluidra company ("Fluidra") warrants all Jandy®, Polaris®, Zodiac® and Grand Effects® branded whole good products to be free from manufacturing defects in materials and workmanship for a period of three (3) years from the date of retail purchase, when purchased and installed by a member of our ProEdge™ dealer program. Exceptions: Polaris Robotic Cleaners (all models) and Zodiac Suction cleaners (all models except above-ground) are warranted for two (2) years. Extended limited warranty includes reasonable labor for whole goods but does not include labor for replacement parts. Exclusions: Zodiac G3, Kontiki and above-ground suction cleaners, Polaris Turbo Turtle, 165 and 65 pressure cleaner models, BlueIiot® (all models). Aqua Products™ branded products, maintenance tools, and purchased replacement parts are excluded from this Extended Limited Warranty and are covered by the applicable standard Jandy, Zodiac or Polaris limited warranty. This extended limited warranty covers products listed in a residential application only. If the product is used in a commercial application, please reference our standard limited warranties. Please see the Jandy, Polaris, and Zodiac standard limited warranties located at FluidraUSA.com for full details and exclusions all of which apply to this ProEdge Extended Limited Warranty

### Wahoo Pools Workmanship Warranty

Wahoo Pools warrants our work free from defects for 1 year after product is installed.

### Plaster Finish Warranty

Pebble Finish is warranted for lifetime

Quartz Finish is warranted for 10 years

**Please read the disclaimers below. Here are the most common items in question during construction.**

### **Material Selection Resources**

**Waterline Pool Tile**-Please note when looking at sizes, most 6" x 6" tiles are considered level 1. Glass tiles and mosaic tiles are upgrades.

**Quartz Pool Plaster**-This is a standard level 1 quartz finish. Pebble finishes are extra unless otherwise listed above.

View WetEdge Quartz selection [HERE](#).

**Mini Pebble Plaster Finish**- Level 1 Signature Matrix Mini Pebble -Gulf White, Coastal Blue, Cadet Blue, Gold Caribbean, Tahoe, Plum Aqua Cool.

View WetEdge Pebble Selections [HERE](#). \*90-Day Pool Package Option

**Brick Paver Decking**- Flagstone is our preferred supplier. [Click Here](#) for info on their products. Though there are other pavers available, wait times can vary. \*90-Day Pool Package Option

**Travertine Paver Decking**- [Click Here](#), and you will find all the Travertine decking with different levels.

**Veneer Facing**- [Click Here](#), and you can view different decking selections and split face colors.

**Patio & Pergola**- This is where you will find detailed information on our Patios & Pergolas. [Click here](#) to view the pergola options we specialize in.

Please Note the following:

1. All fences & gates are to be brought to code by others.
2. Outdoor kitchens may require sanitary hookups and electrical outlets. These costs are not included and are the responsibility of the owner. Prices vary case by case. See your sales associate to obtain a quote from one of our licensed plumbers and/or electricians.

3. All landscaping, including irrigation unless otherwise expressed to be provided and installed by others.
4. Proposal and design based on lot survey provided by the owner and are subject to verification.
5. Wahoo Pools Group is not responsible for existing home conditions that may not meet the current code.
6. All construction access repairs by others.
7. Gas Line Hook-Up by others. Due to many hook-up options, a separate quote will need to be supplied by others and is not included in this proposal. Ask your sales rep if you are looking for a recommendation for a gas company.
8. Due to current market conditions and continuous price increases in products, the proposal is Valid for 7 days.
9. A fee of \$1000 will be applied to changes after a pool is permitted. Changes can require re-permit submittals.
10. Wahoo Pools Group, Inc. reserves the right to pass subsequent contractor, vendor, or material cost increases greater than 2.5% per occurrence to the buyer. In addition, Wahoo Pools Group, Inc. reserves the right to pass on any vendor or contractor fuel surcharges to the buyer.
11. Quote excludes all dewatering, IF required a separate quote will be provided.
12. Not responsible for curbs, concrete aprons or sidewalks while crossing.
13. Price excludes all fencing and railings unless specified otherwise.

### **Other disclaimers to consider:**

#### **Paver Joints**

Sand joints are only meant to lock pavers in place to prevent chattering. It is not meant to be installed for looks. Ask about polymeric sand if seeing exposed sand interest you.

#### **Natural Stone**

The first and most important consideration when choosing Travertine Pavers for your project is that they are a natural stone product. Natural Stone products are inherent to COLOR & TEXTURE VARIATIONS, and it is these very characteristics that give Travertine Pavers their beauty and appeal.

Travertine Pavers are typically very porous, which means that it is very common for individual pavers to have small pits or holes, and/ or even have a portion of a corner missing. Travertine Pavers are often pre-cut and tumbled overseas, which can cause variations in the sizes of the individual pavers.

These variations can and will ultimately impact the consistency of paver patterns and joints. The design of the decking area will strongly impact the number of cuts made to individual pavers during the installation process. Free-form designs are always going to require that more individual pavers get cut during installation. Once a paver is cut, it will lose the Tumbled or Chiseled Edge on the cut side of the paver. Travertine Pavers that are set on top of a compacted gravel and sand sub-base may experience some minor settling. This more than likely will take place within the first 30 – 60 days of installation. If this occurs, we will be happy to return after the 60-day period to make any necessary corrections to the settled pavers.

**SALTWATER POOLS:** It is strongly recommended that Travertine Pavers installed around a Salt Water Swimming Pool are sealed with a deep penetrating sealer to protect against the salt's erosion. The average

cost to seal the pavers is around \$1.25 - \$1.50 per square foot and should be done approximately every two years.

#### **Colored Pool Plaster Finishes, Pebble or Quartz**

##### **Disclaimer from the National Plaster Council**

By its nature, colored plaster will accentuate all the characteristics normally found in white plaster. Mottling, for example, can be more pronounced in colored plaster than in white. Colored plaster may also exhibit pigment stains, streaks, unevenness of color, and more noticeable checking and crazing.

Also, variations of shade will exist between color sample chips and mixed plaster. Over time, the color may fade completely or grow gradually lighter and will often not be the precise shade that was anticipated. It's important to note that none of these conditions are considered a deficiency of the product.

Colored pebble pool finishes are composed of natural materials that may have certain inherent characteristics. Normal mottling could occur across the surface resulting from differences in moisture content and/or rate of hydration within the matrix of the surface coating. Normal mottled variation is not considered a failure or defect but is a normal characteristic of cementitious products. By its nature, colored pool finishes can accentuate all the characteristics normally found in cementitious materials. Mottling explained above, for example, can be more pronounced in colored products than in white. Colored pool finishes may also exhibit pigment stains, streaks, unevenness of color, and more noticeable checking and crazing. It's important to note that none of these conditions are considered a deficiency of the product. It is the homeowner's responsibility to brush the new plaster finish twice a day for the first 30 days. It is also recommended by the National Plaster Council to monitor pool chemistry daily for the first 30 days. If you do not understand pool chemistry, please request training from one of our staff.

I. **Parties.** This Florida Home Improvement Contract ("Agreement") is entered into between Wahoo Pools Group, Inc. ("WAHOO") with a mailing address of 6657 US 301 S., Riverview, FL 33578 and the CUSTOMER listed in the attached proposal (the "Proposal"), on the date last signed by THE CUSTOMER and WAHOO (the "Effective Date").

II. **Work to be Performed.** WAHOO agrees to perform the work listed in the attached

The proposal, and any swimming pool layout plans and/or structural engineering plans and specifications, if applicable, (herein collectively referred to as the "Work"), at the address listed in the Proposal. The Proposal, the swimming pool layout plans and structural engineering plans and specifications, if applicable, shall be incorporated into and become part of this Agreement. In case of a conflict between any plan or scale drawing and the Proposal, the information in the Proposal shall prevail.

III. **Completion Time.** The Work to be performed pursuant to this Agreement shall commence within 45 days after the permits necessary to begin construction under this Agreement have been obtained, and the CUSTOMER has supplied WAHOO with a written notice of financing. Assuming all conditions are satisfied and weather permits, the Work to be performed under the Agreement shall be substantially completed no later than 120 days after the Work commences ("Completion Date"). The Completion Date shall be automatically extended as a result of CHANGE ORDERS, THE CUSTOMER's failure to timely pay amounts due under the Agreement, Acts of God, including precipitation of more than 1/10 inch in any 24-hour period (or any other weather condition which prevents or inhibits the performance of the Work), strikes, material shortages, labor shortages, misrepresentations by THE CUSTOMER, or any other condition that is not within WAHOO's control.

IV. **Financing.** This Agreement is contingent upon the CUSTOMER obtaining appropriate financing for the Proposal. All fees and expenses of obtaining a loan shall be borne by the CUSTOMER. Unless otherwise agreed in writing, WAHOO shall not begin the Work until the CUSTOMER provides WAHOO with written notice from the lender confirming the loan and provides WAHOO with a draw schedule acceptable to WAHOO.

V. **Change Orders.** Any changes in the Work being performed under this Agreement must be in writing, signed by WAHOO and THE CUSTOMER, and state the changes to be made, the amount of any additional cost, and the additional number of days to be added to the Completion Date (the "CHANGE ORDER"). ALL CHANGE ORDERS must be signed by all THE CUSTOMERS to the Agreement. THE CUSTOMER acknowledges and agrees that ALL requests for changes must be made to WAHOO's supervisor, and no changes to the Agreement will be made or agreed upon until the CHANGE ORDER is signed by an authorized representative of WAHOO.

VI. **Substitution of Equipment and Materials.** WAHOO reserves the right to substitute equipment or materials of equal quality in the event of non-availability. WAHOO makes no representation as to the performance of any equipment specified herein beyond the representations made by the respective manufacturers thereof.

VII. **Insurance and Risk Management.** WAHOO shall maintain all required workers' compensation and general liability insurance necessary to protect THE CUSTOMER from claims that may arise out of and during operations under this Agreement.

##### **VIII. Representations and Responsibilities of WAHOO.**

WAHOO shall obtain all necessary surveys to complete the Work and all building permits, licenses, building inspections and approvals required by local law.

WAHOO shall abide by all rules, ordinances and regulations governing the execution of the Work and any deviations or variances of the plans or specifications affected by such rules and ordinances shall be brought to the attention of THE CUSTOMER as soon as WAHOO becomes aware of the issues.

WAHOO shall be solely responsible for determining the means, methods, and order of construction, and for supervising and coordinating all segments and

##### **Phases of Construction.**

WAHOO shall utilize and employ persons and subcontractors who are competent in the tasks assigned and shall maintain discipline and accountability of said employees and subcontractors while they are performing the Work.

THE CUSTOMER acknowledges that an inspection and survey of the site where the Work is to be performed has not been performed by WAHOO and that WAHOO makes certain assumptions in the preparation and pricing of this Agreement based upon the Representations and Responsibilities of THE CUSTOMER contained herein.

WAHOO shall routinely maintain the cleanliness of the work site. Once all Work is complete, all waste materials, as well as equipment, tools, or excess materials and supplies, shall be removed from the site.

WAHOO shall pay for all materials, including sales, use, or other similar taxes, which are in effect at the time of the Agreement. Unless otherwise specified.

WAHOO shall also pay for any and all government permits and fees required to accomplish the Work.

WAHOO shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with

the Work and shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to all employees or subcontractors involved with the Work and other persons who may be affected thereby.

**IX. Representations and Responsibilities of THE CUSTOMER.**

THE CUSTOMER shall be responsible for shipping, transporting, and storing any items that he or she independently orders and/or pays for during the construction process and represents that these items shall only be brought to the site when asked by WAHOO.

THE CUSTOMER represents that THE CUSTOMER will provide WAHOO and

WAHOO's subcontractors, suppliers, and other's necessary to perform the Work, with adequate access to, through, and across THE CUSTOMER's property and any adjacent properties reasonably necessary or required for WAHOO's construction of the pool, including without limitation adequate access for all equipment required to perform the Work. To the extent any access involves access across any third parties' property, THE CUSTOMER represents, warrants, and agrees to obtain such third parties' approvals in writing in a form acceptable to WAHOO.

THE CUSTOMER represents that the soil at and around the "Pool Site" is compacted to at least 90 percent and has a bearing capacity of at least 1,000 pounds per square foot. For purposes of this contract, the term "Pool Site" means the area comprising the water surface area and that portion of the ground surface extending to a distance of approximately 4 ft. (or to greater distances as may be required by local code for minimum decking) from the perimeter of the pool water surface.

THE CUSTOMER represents that: i. the soil at and around the Pool Site is not of such an unstable nature, and that water conditions are not of such a nature, so as to preclude construction and operation of the pool in a normal manner at a normal expense; ii. that there will be no additional load condition that may be imposed on the pool structure by existing or proposed adjacent structures which will require extra engineering or materials; that there are no rock formations, hardpan conditions, boulder, cesspools, septic tanks, gas lines, water pipes, drain pipes, underground electrical conduit or other underground obstructions which would require blasting or jackhammer work or which would otherwise require work and give rise to costs in excess of what would normally be required.

THE CUSTOMER shall be responsible for doing all work, performing all acts and meeting all conditions necessary to allow WAHOO to timely complete the Work.

THE CUSTOMER shall furnish all soil reports, any surveys, geological reports, topography, maps, permits, variances and association permits, or any other item required by any building inspector, governmental authority, or quasigovernmental authority and any extra engineering not covered by WAHOO's standard plans. THE CUSTOMER is to provide accurate site plans and as-built drawings and surveys for the location of the pool, buildings, and equipment and has directed the location of such pool, other improvements, and equipment as shown on the plans and drawings. WAHOO shall have no liability for the incorrect location of the pool provided WAHOO follows the pool drawings or THE CUSTOMER's written instructions regarding the same. THE CUSTOMER shall be responsible for furnishing any necessary variance and association permits or fees.

THE CUSTOMER, at THE CUSTOMER's sole cost and expense, shall be responsible for providing for all drainage beyond the Pool Site

and shall ensure that same meets with all city, county, state, federal, or other governmental, regulator, or similar requirements, including all building codes, homeowner's association rules, deed restrictions and the like.

THE CUSTOMER is responsible for planning, providing, or constructing any fencing, gates, or the installation of drywell or other waste facilities unless expressly agreed upon in writing and signed by an authorized representative of WAHOO and attached to this Agreement. THE CUSTOMER, at THE CUSTOMER's cost and expense, shall be responsible for complying with all laws pertaining to fencing and related matters. WAHOO recommends THE CUSTOMER investigate the local laws and ordinances regarding fencing and self-latching gates. WAHOO recommends that THE CUSTOMER install fencing with self-closing and self-latching gates around the pool, whether required by local code or not.

THE CUSTOMER shall be responsible for furnishing all water, power, and other utilities necessary for WAHOO's use to construct the pool. Installation of extra service and/or circuits in THE CUSTOMER's electrical panel box and/or removal and replacement of overhead wires to comply with existing codes are the responsibility of the CUSTOMER.

THE CUSTOMER shall be responsible for all grading, decking, and drainage beyond the Pool Site, retaining walls, and fencing.

THE CUSTOMER shall be responsible for the costs incurred in connection with the relocation, rerouting or replacement of any plumbing, electrical, gas, waste, and water lines or any other overhead or underground utilities.

THE CUSTOMER shall be responsible for any work or damage occasioned by or resulting from the Work of third-party contractors not hired or paid for by WAHOO. It will be the responsibility of the CUSTOMER or THE CUSTOMER's third-party contractors to monitor the pressurized water plumbing gauge(s) prior to any work commencing and pay for any repairs related to damages caused by the same.

THE CUSTOMER assumes the responsibility and care of all materials, equipment, and products delivered to his property.

THE CUSTOMER authorizes WAHOO, or designee, to make such investigations of

THE CUSTOMER'S credit as and when it, in its discretion, deems necessary.

THE CUSTOMER warrants that THE CUSTOMER is the legal owner of the property and will indemnify WAHOO against any, and all, claims for damages from third parties who claim an interest in the property.

**X. Warranties, Disclaimers, and Limitation of Liability.**

WAHOO shall provide THE CUSTOMER with a Limited One (1) Year Warranty on the Work, which shall begin upon substantial completion. All other warranties associated with and received under this Agreement, to the fullest extent permissible by law, shall be assigned to the CUSTOMER.

WAHOO shall NOT be responsible for the flotation of the pool by external water regardless of the source thereof. In the event the pool is drained for any reason whatsoever, none of the warranties or guarantees herein shall apply unless the CUSTOMER uses a professional pool services company that (a) removes the relief plugs as soon as they are above the level of the declining water and (b) refills the pool within ten (10) days of draining.

All pool dimensions are approximate with reasonable tolerances. The following tolerances from the dimensions are conclusively presumed to be reasonable: a. up to six (6) inches in depth,

measured when the water level is at its maximum, from the bottom edge of the overflow plate to the deepest point beyond the coving where the pool floor slopes to meet the pool walls; and b. up to five percent (5%) of the water surface area.

THE CUSTOMER'S RIGHT TO REPAIR UNDER WAHOO'S LIMITED WARRANTY IS THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. WAHOO SHALL NOT BE RESPONSIBLE FOR AND SHALL NOT REPLACE ANY WATER OR CHEMICALS REQUIRED AFTER ANY LOSS OR REPAIR. WAHOO SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES, WHETHER ORDINARY, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL, CAUSED BY ANY DEFECT, INCLUDING LEAKAGE. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. TO THE FULLEST EXTENT PERMITTED BY LAW, IT IS A CONDITION PRECEDENT TO THE CUSTOMER'S ENFORCEMENT OF THE LIMITED WARRANTY SET OUT HEREIN THAT THE CUSTOMER MUST HAVE PAID WAHOO ALL SUMS DUE UNDER THE CONTRACT. SPECIFIC EXCLUSIONS. Walks and decking are not warranted against cracking, chipping, raising, peeling, settling, earth movement, shifting, staining, or discoloration. Plaster is not warranted against discoloration, shading, color variation, unevenness of color, blotching, mottling, hairline cracks, or staining. In most instances, such plaster defects generally result from local water conditions, improper use of chemicals, or improper or lack of cleaning of the pool. VOIDING OF WARRANTY. The warranties are effective only if THE CUSTOMER has complied with all the terms and conditions, made full payment, and complied with other provisions of the Contract. The warranties become void if (a) the pool is not properly filled and/or the water level maintained in a proper manner (except for short periods, not to exceed ten (10) days, for reasonable professionally recommended and supervised maintenance); (b) freezing; (c) the pool structure is damaged by reason of the water table rising above the lowest point of the pool when the pool is not kept full; (d) the pool structure is damaged by reason of any earth or fill ground movement, Acts of God, war, terrorism, riots, or other civil disturbances, or by acts of third parties; (e) THE CUSTOMER fails to comply with decking installation requirements as set forth by WAHOO; (f) defects and/or damages or failures result from mistreatment or neglect or improper maintenance; or (g) defects and/or damages or failures result from the work performed by others not provided for in this Contract. WARRANTY PROCEDURES. To obtain the performance of any warranty obligation, THE CUSTOMER must notify WAHOO of the claim immediately upon discovery. THE CUSTOMER must use the Warranty Form provided by WAHOO. Warranty claims must be in writing and may be personally delivered, mailed, faxed, sent by electronic mail, or via the Warranty Web Form Submission, to WAHOO as indicated on the Warranty Form. During the warranty period, warranty performance will be provided by WAHOO or WAHOO's agent without charge within a reasonable time after written notification by the CUSTOMER in accordance with the applicable provisions of the applicable local property code.

**XI. Indemnification and Hold Harmless.**

THE CUSTOMER agrees to be responsible for and does hereby indemnify, save and hold WAHOO harmless from and against any and all suits, actions, losses, damages, claims or liability of any character, type or description, kind or nature whatsoever, including all expenses and costs of litigation, defense, court costs and

reasonable attorneys' fees related to injury or death resulting from or related to, or arising from in any way whatsoever, directly or indirectly from THE CUSTOMER's ownership, use or enjoyment of the pool, or for any damages, injuries or losses resulting from, related to, or in connection with work, materials, and/or labor provided by WAHOO or WAHOO's contractors, subcontractors, laborers and/or suppliers or others directed by WAHOO or any representation or warranty or breach of any duty or obligation by WAHOO. The releases and indemnification provisions shall also include, but are not limited to, any injuries to persons trespassing with or without invitation by the CUSTOMER. Damage may occur to curbs, sidewalks, driveways, patios, lawns, landscaping, sprinkler systems, underground public or private utilities, or other items located in or adjacent to the access route or construction area. Unless noted elsewhere in this Agreement, WAHOO shall not be responsible for the repair or replacement of any of the items noted in this paragraph.

**XII. Disputes.** All controversies or claims arising out of or relating to this Agreement shall be addressed first through negotiation of the parties, followed by mediation, and finally through binding arbitration, in accordance with the rules the American Arbitration Association (Commercial Rules) then in effect, and shall be heard and decided in Florida unless agreed to by both parties as to a different venue. Judgment may be entered in any court having jurisdiction. In the event of any litigation, including arbitration, between the parties, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs and expenses associated with such litigation or arbitration proceeding.

**XIII. Termination.** Termination by THE CUSTOMER. If the CUSTOMER terminates the Agreement prior to commencement of excavation without cause, WAHOO shall be entitled to retain the Down Payment as liquidated damages. If the CUSTOMER terminates the Agreement after commencement of excavation with or without cause, WAHOO shall be entitled to recover from the CUSTOMER payment for actual costs of all labor, materials, equipment, tools, construction equipment and machinery plus 20% of such costs, as well as all actual, incidental and consequential damages resulting therefrom.

**Prior to Commencement.** WAHOO, may at its sole discretion, terminate this Agreement at any time prior to commencement of excavation with or without cause in which event this Agreement shall be of no further force or effect and neither party shall have any further liability to the other hereunder.

Damage. Either party hereto may terminate the Agreement upon the occurrence of any of the following which render it impracticable to complete the Work or which increases the costs to complete the Work by more than 10%: (i) substantial damage to the Work; (ii) destruction or substantial damage to the premises or structures thereof; or (iii) the Work is terminated by public authority; provided, however, that if Work is not cancelled or ordered terminated, all Work necessary to replace Work already performed shall be considered additional Work for which WAHOO shall be compensated in accordance with the other provisions of this Agreement. In the event of termination under this provision, neither party shall have any further liability to the other under this Agreement. The CUSTOMER is responsible for payment for actual costs of all labor, materials, equipment and permits already purchased and/or furnished plus 20% of such costs.

**XIV. Default.**

In the event of a default by THE CUSTOMER of any provision of this Agreement, THE CUSTOMER agrees to pay all costs, expenses, damages and interest from date of default, including but not limited to all costs of collection and reasonable attorneys' fees.

THE CUSTOMER fails to make payment when due or substantially breaches any other obligations of this Agreement, and THE CUSTOMER fails to cure such default within seven (7) days after the date WAHOO provides written notice to THE CUSTOMER, then in addition to any and all other remedies afforded WAHOO under this Agreement, or at law or in equity, WAHOO may terminate the Agreement and recover from the CUSTOMER payment for actual costs of all labor, materials, equipment, tools, construction equipment and machinery plus 20% of such costs, as well as all actual, incidental and consequential damages resulting therefrom.

In the event of failure to pay any amount owed within 3 business days of invoice, shall be considered a default and for each day a payment owed under this Agreement is late, the Completion Date shall be extended by five (5) business days and all obligations of WAHOO to begin the next Phase of Construction will be suspended until such time as all monies due have been received. In the event of a default in payments, THE CUSTOMER shall not be entitled to the discount on the Agreement Price.

In addition to the foregoing, and notwithstanding anything herein to the contrary, THE CUSTOMER understands and agrees that WAHOO may also exercise any and all other remedies afforded under this Agreement or otherwise provided at law or in equity, including but not limited to all rights to suspend or discontinue further work on the construction of the pool.

**XV. CHAPTER 558 NOTICE OF CLAIM.** CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS AGREEMENT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

**XVI. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND.** PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1396; 2601 Blair Stone Road, Tallahassee, FL 32399.

**XVII. Notice of Construction Lien.** ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS AGREEMENT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

**XVIII. MISCELLANEOUS.**

Should any part of this Agreement for any reason be declared invalid, such portion shall not affect the validity of any remaining portion; and such remaining portion shall remain in full force and effect as if the invalid portion had been eliminated.

No failure of WAHOO to exercise any power given to it hereunder, or to insist upon strict compliance by THE CUSTOMER, shall constitute a waiver of WAHOO right to subsequently demand exact compliance with all terms hereof.

This Agreement price is subject to a 1% increase per month if actual construction has not begun within 45 days of the Effective Date.

THE CUSTOMER authorizes WAHOO to photograph the swimming pool, which is the subject of this Agreement, and the surrounding

# Agreement

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**David Eskra**

6801 Colonial Lake Drive, Riverview, Florida, 33578  
+18136718339

**Wahoo Pools Group, Inc.**

6657 US 301 S Riverview FL, 33578  
+1 813-699-3282  
info@wahoopools.com

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**Project Name**

Lake St Charles - Spa remodel

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**Job Location**

6801 Colonial Lake Drive, Riverview, Florida, 33578

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**Primary Sales Agent**

Jesus Perez

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**Acceptance of Proposal**

This proposal and supporting materials contain confidential and proprietary business information of Wahoo Pools Group, Inc.. There materials may be printed or photocopied for use in evaluating the proposed project, but not to be shared with other parties.

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**Client Signature**

Tab 8



Craig Latimer  
Supervisor of Elections

Our Vision: To be the best place in America to vote

GOVERNOR'S STERLING  
AWARD RECIPIENT

April 20, 2026

To whom it may concern,

As per F.S. 190.006, you'll find the number of qualified registered electors for your Community Development District as of April 15, 2026, listed below.

Community Development District	Number of Registered Electors
Lake St Charles CDD	1748

We ask that you respond to our office with a current list of CDD office holders by **June 1<sup>st</sup>** and that you update us throughout the year if there are changes. This will enable us to provide accurate information to potential candidates during filing and qualifying periods.

Please note it is the responsibility of each district to keep our office updated with current district information. If you have any questions, please do not hesitate to contact me at (813) 367-8829 or [pthomas@votehillsborough.gov](mailto:pthomas@votehillsborough.gov).

Respectfully,

Patricia "Patti" Thomas  
Administrative Assistant/Candidate Services

