



Rizzetta & Company

# Trout Creek Community Development District

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

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

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

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

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

## **Board of Supervisors**

Mike McCollum  
Vincent Sajkowski  
Frank Murphy  
Ryan Stone  
Clint Wright

Chairman  
Vice Chairman  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

## **District Manager**

Melissa Dobbins

Rizzetta & Company, Inc.

## **District Counsel**

Katie Buchanan

Kutak Rock LLP

## **District Engineer**

Brad Davis  
Matt Melchiori

Prosser Inc.

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

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

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

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

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors  
Trout Creek Community  
Development District

January 10, 2024

## FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **January 17, 2024 at 3:00 p.m.** located at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

1. **CALL TO ORDER / ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on December 20, 2023.....Tab 1
  - B. Ratification of the Operation and Maintenance Expenditures for December 2023.....Tab 2
  - C. Consideration of Resolution 2024-01; Conducting the General Election.....Tab 3
4. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
    - 1.) Update on Dalton Circle Drainage
  - C. Construction Administrator
  - D. Landscape Reports.....Tab 4
    - 1.) VerdeGo Report
    - 2.) Prestige Report
      - a.) Consideration of Sulfur Application Proposal – *(Under Separate Cover)*
  - E. Charles Aquatics Service Reports.....Tab 5
  - F. General Manager.....Tab 6
    - 1.) December 2023 Café Sales
    - 2.) TicketLeap Reports
    - 3.) Monthly Event Expense Report
  - G. District Manager
5. **BUSINESS ITEMS**
  - A. Consideration of 2024 Swim Team Contract.....Tab 7
  - B. Consideration of Food Service Window Proposal.....Tab 8
  - C. Discussion of Pine Straw Location

## 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS

## 7. ADJOURNMENT

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

Yours kindly,

*Melissa Dobbins*

Melissa Dobbins

# **Tab 1**

MINUTES OF MEETING

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

TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT

The meeting of the Board of Supervisors of Trout Creek Community Development District was held on **December 20, 2023, at 3:00 p.m.** at The Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

Present and constituting a quorum:

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

Also present were:

Melissa Dobbins	<b>District Manager, Rizzetta &amp; Co., Inc.</b>
Tucker Mackie	<b>District Counsel, Kutak Rock, LLP (Speakerphone)</b>
Matt Melchiori	<b>District Engineer, Prosser Inc. (Speakerphone)</b>
Belynda Tharpe	<b>General Manager, First Service Residential</b>
Tiffany Brun	<b>Assistant Manager, First Service Residential</b>
Jeremy Loar	<b>Maintenance Supervisor, First Service Residential</b>
Chris Kenney	<b>Prestige Landscape</b>
Scott Settlemires	<b>VerdeGo Landscape</b>
David Roane	<b>Construction Administrator</b>

Members of the public present.

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Dobbins called the meeting to order at 3:03 p.m.

**SECOND ORDER OF BUSINESS**

**Audience Comments on  
Agenda Items**

Audience members had questions/concerns regarding number of bids for the café window, request for a pickle ball court, swim team agreement recommendations, update on landscape clean up and concerns listed on landscape reports.

50 **THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of  
the Board of Supervisors' Special  
Meeting held on  
November 16, 2023**

51  
52  
53  
54

On a motion by Mr. Murphy, seconded by Mr. Wright with all in favor, the Board approved minutes of the special meeting held on November 16, 2023, as presented, for Trout Creek Community Development District.

55  
56 **FOURTH ORDER OF BUSINESS**

**Ratification of the Operation &  
Maintenance Expenditures for  
November 2023**

57  
58  
59

On a motion by Mr. Murphy, seconded by Mr. Stone, with all in favor, the Board ratified the Operation & Maintenance Expenditures for November 2023, in the amount of \$128,840.49, for Trout Creek Community Development District.

60  
61 **FIFTH ORDER OF BUSINESS**

**Staff Reports**

62  
63 **A. District Counsel**

64  
65 Mr. Wright noted there was an easement variance that a resident sent over that needs  
66 to be reviewed. District staff will review the matter further.

67  
68 **B. District Engineer**

69  
70 **1.) Update on Review of Dalton Circle Drainage**

71  
72 The Board requested the District Engineer to send a report to the Board and to Mr. Loar  
73 regarding his inspection of the drainage issue along Dalton Circle. This will then give  
74 Mr. Loar a clearer indication of what needs to be done to correct the matter.

75  
76 **C. Construction Administrator**

77  
78 Mr. Roane updated the Board that the curb work is scheduled to be installed January  
79 15<sup>th</sup>, if the weather cooperates. The water/sewer line utilities were installed to the school  
80 and on Tymberwolf Trail.

81  
82 **D. Landscape Reports**

83  
84 **1.) VerdeGo Report**

85  
86 After discussion, the Board requested VerdeGo to present them with their history  
87 regarding all of their attempts to educate the Board on their recommendations regarding  
88 necessary plant material improvements and copies of soil testing they performed.

89  
90  
91

92 **2.) Prestige Report**  
93

94 Mr. Wright confirmed that Prestige did replace plants that had died by the Outpost. After  
95 discussion, the board directed Prestige to move forward with pricing the Sulfur  
96 application.  
97

98 **E. Charles Aquatics Service Report**  
99

100 **1.) Charles Aquatics Fish Barrier Proposal**  
101

On a motion by Mr. Stone, seconded by Murphy, with all in favor, the Board approved Charles Aquatics' fish barrier proposal, in the amount of \$4,054.05, for Trout Creek Community Development District.

102 **F. General Manager**  
103

104 Ms. Tharpe updated the board that her reviewing the options with the key fobs is high  
105 priority.  
106

107 **1.) Food Service Window Proposal**  
108

109 Mr. Loar updated the Board that he reached out to ten companies. Four of them came  
110 out to measure the window and one provided a bid. Mr. Roane stated that he can share  
111 a possible contractor contact with Mr. Loar. The Board tabled item until a future  
112 meeting so that Mr. Loar could get additional bids.  
113

114 **2.) Update on SJSO Off Duty Payment Process**  
115

116 Ms. Tharpe noted that St. Johns County Sheriff's Office required the processing of  
117 paying the off-duty sheriffs through a new system which will increase the hourly rate to  
118 \$57.75/hour, (increase of \$2.75/hour).  
119

120 **3.) November Café Sales**  
121

122 **4.) TicketLeap Reports**  
123

124 **5.) Monthly Event Expense Report**  
125

126 **G. District Manager**  
127

128 Ms. Dobbins updated the Board that a claim was made due to lightning damage to a  
129 few irrigation decoders which cost the District \$5,155.65. Insurance reimbursed the  
130 district the amount, minus the \$1,000 deductible.  
131  
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134  
135  
136

137 **SIXTH ORDER OF BUSINESS** **Consideration of 2024 Swim**  
138 **Team Contract**

139  
140 The Board tabled this item to the next meeting.

141  
142  
143 **SEVENTH ORDER OF BUSINESS** **Review of Landscape**  
144 **Maintenance Request for**  
145 **Proposal Bids**

146  
147 The Board reviewed and discussed the Request for Proposal ranking recommendations  
148 reviewed by Mr. Wright, Ms. Tharpe and District Staff. Discussion ensued.

149  

On a motion by Mr. Wright, seconded by Mr. Murphy, with all in favor, the Board adopted the recommendations for Phase 1; giving Greenery the highest number of points at 94 and for Phase 2, giving Tree Amigos the highest number of points at 94; authorizing the Staff to finalize both contracts, for Trout Creek Community Development District.
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150  
151 **EIGHTH ORDER OF BUSINESS** **Consideration of Tennis Court**  
152 **Resurfacing Proposals**

153  

On a motion by Mr. Stone, seconded by Mr. Sajkowski, with all in favor, the Board approved BAB Tennis Courts, in the amount of \$24,600 and directed the Reserve Funds to be used for this project., for Trout Creek Community Development District.
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154  
155 **NINTH ORDER OF BUSINESS** **Audience Comments and**  
156 **Supervisor Requests**

157  
158 **Supervisor Requests**

159  
160 Mr. Murphy requested the Staff to review shutting down irrigation during the months of  
161 January and February with the landscape vendors.

162  
163 Mr. Wright requested an update on pine straw in Phase 3 at the next meeting.

164  
165 **Audience Comments**

166  
167 A request was made for further research to be done to compare clay versus hard surface  
168 tennis courts.

169  
170 **TENTH ORDER OF BUSINESS** **Adjournment**

171  

On a motion by Mr. Wright, seconded by Mr. Sajkowski, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 5:11 p.m., for Trout Creek Community Development District.
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Secretary /Assistant Secretary

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Chairman / Vice Chairman

DRAFT

## **Tab 2**

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

## **Operation and Maintenance Expenditures Presented For Board Approval December 2023**

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2023 through December 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$231,958.61**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Adkins Electric, Inc.	100773	1154	Clubhouse Pool Pump Breaker Replaced 09/23	\$ 350.00
Adkins Electric, Inc.	100795	1077	Replace Driver 06/23	\$ 240.00
All Weather Contractors, Inc.	100774	171081	Drinking Fountain Leak 11/23	\$ 1,355.00
Apartment Fire Extinguisher Services, Inc.	100791	105958	6yr Maint/Rec, Hydrostatic Test 12/23	\$ 152.90
Apartment Fire Extinguisher Services, Inc.	100791	105996	#5 6 yr Maint/Recharge 12/23	\$ 38.95
Arrow Exterminators	100802	54544283	Pest Control Services 12/23	\$ 113.00
Arrow Exterminators	100802	54544411	Pest Control Services 12/23	\$ 57.00
Arrow Exterminators	100802	54544412	Pest Control Services 12/23	\$ 34.00
ASCAP	100770	500826540 11/23	License Fees 11/23-10/24	\$ 818.00
AT&T	20231201-01	324079257 11/23 ACH	Phone & Internet Services 11/23	\$ 170.38
AT&T	20231219-01	151561791 12/23 ACH	Internet Services 12/23	\$ 32.10
AT&T	20231219-01	299942543 12/23 ACH	Internet Services 12/23	\$ 32.10

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
AT&T	20231228-01	323382736 12/23 Autopay	TV & Internet Services 12/23	\$ 134.85
Blinge Premier Lighting	100769	Blinge 120623	Pond Lighting by Kayak Club 12/23	\$ 2,826.20
Buster's Cleaning Service	100775	113	Janitorial Service 12-23	\$ 1,600.00
Celebration Jax, LLC	100749	112723 Celebration Jax	Remaining balance for inflatables for Winterfest 12/23	\$ 358.34
Charles Aquatics, Inc.	100796	49507	Fountain Maintenance 12/23	\$ 400.00
Charles Aquatics, Inc.	100796	49647	Pond Maintenance 12/23	\$ 3,051.00
Cronin Ace Hardware	100776	007037/1	Adapers/Cap PVC/Primer/Ratchet Pipe Cuter 11/23	\$ 47.46
Cronin Ace Hardware	100776	007044/1	Outdoor 15' Green Cord 11/23	\$ 10.79
Cronin Ace Hardware	100776	7058/1	Key Schlage/Split Ring 11/23	\$ 7.88
Crystal Rodriguez	100750	09282016-61	Face Painting for Winterfest 12/23	\$ 360.00
Deputy Services	100756	SJSO23CAD279466	Deputy Services 11/23	\$ 330.00
Deputy Services	100760	SJSO23CAD284712	Deputy Services 12-23	\$ 165.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Deputy Services	100762	SJSO23CAD285494	Deputy Services 12/23	\$ 165.00
Deputy Services	100781	SJSO23CAD290007	Deputy Services 12/23	\$ 330.00
Deputy Services	100792	SJSO23CAD295356	Deputy Services 12/23	\$ 330.00
Elizabeth Jackson	100751	109	Holiday Puppet Show 12/23	\$ 300.00
First Coast Trimlight, LLC	100777	1951	Holiday Lighting 12/23	\$ 7,500.00
First Coast Vendor Village	100752	112823 First Coast Vendor Village	Santa and Mrs. Claus for Winterfest 12/23	\$ 500.00
First Place Fitness Equipment, Inc	100797	38653	Flex Disinfectant Wipes 12/23	\$ 239.92
FirstService Residential Florida, Inc.	100753	10935780	Management Services 12/23	\$ 1,725.00
FirstService Residential Florida, Inc.	100771	10923896	Management Services 09/23	\$ 22,086.00
FirstService Residential Florida, Inc.	100771	10927605	Management Services 10/23	\$ 21,704.20
FirstService Residential Florida, Inc.	100771	10930117	Management Services 10/23	\$ 21,196.45
FirstService Residential Florida, Inc.	100771	10933979	Management Services 11/23	\$ 18,923.65

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
FirstService Residential Florida, Inc.	100798	10937226	Management Services 11/23	\$ 18,835.92
FirstService Residential Florida, Inc.	100798	10939230	Medical Insurance 12/23	\$ 2,792.00
Florida Department of Revenue	100772	65-8017062725-9 Sales & Use Tax 11/23	Sales & Use Tax 11/23	\$ 381.19
Florida Janitor & Paper Supply	100754	366651	Janitorial Supplies 11/23	\$ 253.00
Florida Janitor & Paper Supply	100778	366785	Janitorial Supplies 12/23	\$ 244.34
Florida Natural Gas	100779	940709ES	Natural Gas Services 11/23	\$ 25.59
Florida Power & Light Company	20231205-01	03602-11429 10/23 ACH	38 Rosemount Dr 10/23	\$ 35.88
Florida Power & Light Company	20231205-01	98411-59305 10/23 ACH	37 Timberwolf Trl 10/23	\$ 56.95
Florida Power & Light Company	20231218-01	Monthly Summary 11/23 Autopay	Electric Services 11/23	\$ 9,123.92
Florida Power & Light Company	20231219-02	06081-09518 11/23 ACH	315 Rosemont Dr # IRR 11/23	\$ 28.42
Florida Power & Light Company	20231219-02	49571-83074 11/23 ACH	204 Chalet CT # IRR 11/23	\$ 25.66
Florida Power & Light Company	20231219-02	92236-52372 11/23 ACH	23 Calcutta DR # IRR 11/23	\$ 48.38

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Power & Light Company	20231228-02	39473-03305 11/23 ACH	25 Ridgewind Drive #LTG 11/23	\$ 65.13
Frank Murphy	100803	FM122023	Board of Supervisors Meeting 12/20/23	\$ 200.00
Howard Services, Inc.	100755	C5779	Semi-Annual Mechanical Maintenance 12/23	\$ 486.89
IPFS Corporation	100780	GAA-D40542 01/24	Liability Insurance Payment 3 01/24	\$ 7,505.98
Jacksonville Cookie Company, LLC	100757	120423 Jacksonville Cookie Co	Remaining Balance Cookies for Winterfest 12/23	\$ 750.00
JEA	20231207-02	9634626977 10/23 ACH	Water-Sewer Services 10/23	\$ 30,867.86
Jeffrey Ganz	100758	113023 Ganz	Band for Holiday Open House 12/23	\$ 400.00
Konica Minolta Premier Finance	20231208-01	514389568 ACH	Copier Lease #500-0678350-000 10/23	\$ 950.26
Konica Minolta Premier Finance	20231214-01	516675493 ACH	Copier Lease #500-0678350-000 11/23	\$ 711.74
Lashawnda Sade Casper- Reynolds	100759	09282016-62	Face Painting for Winterfest 12/23	\$ 360.00
Mark Green II	100761	1 DJ Mark Green	DJ for Winterfest 12/23	\$ 375.00
Poolsure	100763	131295618393	Pool Maintenance 11/23	\$ 4,248.61

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Poolsure	100799	131295618906	Pool Chemicals 12/23	\$ 4,248.61
Progressive Entertainment, Inc.	100764	12900356-B	Remaining Balance for Inflatables, Snow Truck, Elf Characters for	\$ 1,666.50
Prosser, Inc.	100782	51466	Engineering Services 10/23	\$ 421.02
Republic Services	20231207-01	0687-001374355 Autopay	Waste Disposal Services 12/23	\$ 598.14
Richard Clinton Wright	100804	CW122023	Board of Supervisors Meeting 12/20/23	\$ 200.00
Rizzetta & Company, Inc.	100748	INV0000085733	District Management Fees 12-23	\$ 4,585.09
Romulo Pine Straw, Inc.	100783	120823	1,610 Bale's of Pine Straw 12/23	\$ 8,050.00
Ryan Scott Stone	100805	RS122023	Board of Supervisors Meeting 12/20/23	\$ 200.00
Stephens Advertising, Inc.	100784	21016894	Community Holiday Banners 12/23	\$ 1,495.00
Surfside Pools	100800	194434	Pool Maintenance 12/23	\$ 3,500.00
The Home Depot Pro	100765	777265166	Misc Supplies 11/23	\$ 448.70
The Home Depot Pro	100765	777492141	Misc Supplies 11/23	\$ 79.98

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
The Home Depot Pro	100785	777715178	Misc Supplies 12/23	\$ 134.94
The Home Depot Pro	100785	778718403	Misc Supplies 12/23	\$ 98.81
The Home Depot Pro	100785	779403674	Misc Supplies 12/23	\$ 82.33
The Home Depot Pro	100793	780584363	Misc Supplies 12/23	\$ 188.49
The Home Depot Pro	100801	780754990	Misc Supplies 12/23	\$ 104.52
The Home Depot Pro	100801	780780946	Misc Supplies 12/23	\$ 299.00
The Home Depot Pro	100801	780781035	Misc Supplies 12/23	\$ 19.87
The Home Depot Pro	100801	780790275	Misc Supplies 12/23	\$ 49.90
The Sherwin-Williams Co., Inc.	100794	4905-9	Paint 12/23	\$ 40.46
The Tree Amigos Outdoor Services, LLC	100786	201540	ADA Mulch Installed in Playground 10/23	\$ 10,200.00
Toast with Cocktails, LLC	100766	112823 Toast with Cocktails	Bartender for Holiday Open House 12/23	\$ 435.75
Tree Tech Tree Service, Inc.	100787	231205-1	Tree Removal 12/23	\$ 1,000.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Trout Creek CDD	DC 120723	DC 120723	Debit Card Replenishment	\$ 3,987.00
Trout Creek CDD	DC 122123	DC 122123	Debit Card Replenishment	\$ 1,944.64
Trutech LLC	100788	3665223	Wildlife Services 12/23	\$ 122.00
Vexacor Supply Group, LLC	100767	M574909	Coffee Bar Supplies 11/23	\$ 222.47
Vexacor Supply Group, LLC	100789	C1250	Coffee Bar Supplies 12/23	\$ 180.00
VGlobal Tech	100768	5675	Website Maintenance 12/23	\$ 300.00
Vincent J Sajkowski	100806	VS122023	Board of Supervisors Meeting 12/20/23	\$ 200.00
Wayne Automatic Fire Sprinklers, Inc.	100790	1092609	Troubleshoot Panel that Failed Inspection 11/23	<u>\$ 397.50</u>
<b>Report Total</b>				<b><u>\$ 231,958.61</u></b>

## **Tab 3**

## RESOLUTION 2024-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE ST. JOHNS COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; 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 Trout Creek Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within St. Johns County, Florida; and

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

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

1. **GENERAL ELECTION SEATS.** Seat 3, currently held by Ryan Stone, Seat 4, currently held by Frank Murphy, and Seat 5, currently held by Mike McCollum, are scheduled for the General Election beginning in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **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 St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

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

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's 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.

6. **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.

7. **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.

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

**PASSED AND ADOPTED** this 17<sup>th</sup> day of January, 2024.

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

---

CHAIRPERSON / VICE CHAIRPERSON

ATTEST:

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SECRETARY / ASSISTANT SECRETARY

**EXHIBIT A**

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES  
FOR THE BOARD OF SUPERVISORS OF THE  
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Trout Creek Community Development District (“District”) will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the St. Johns County Supervisor of Elections located at 4455 Ave A, St. Augustine, FL 32095; Ph: [\(904\) 823-2238](tel:9048232238). 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 St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Trout Creek Community Development District has three (3) seats up for election, specifically seats 3, 4, and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

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

Publish on or before \_\_\_\_\_, 2024.

# Tab 4



# LANDSCAPE STATUS REPORT

## REPORT SUMMARY

REPORT DATE	PROPERTY NAME	PREPARED BY	MONTH OF SERVICE
January 8 <sup>th</sup> 2024	Shearwater	Scott Settlemires	December

## SERVICE SUMMARY

### COMPLETED IN DECEMBER

- Full-Service maintenance (Mowing/Edging/String Trimming/Blowing)
- Detail Work (Weeding/Spraying/Pruning)
- Irrigation inspection

### ANTICIPATED FOR NEXT MONTH

- Continued Detail Work (Spraying of landscape bed weeds/Trimming/Weeding of beds)
- Full-Service maintenance (Mowing/Edging/String Trimming/Blowing)
- Irrigation inspection
- Chem/Fert blanket application for turf in the community

## Comments

**Weeds:** Weed control is being done by backpack sprayers and hand pulling larger weeds

**TURF** is near dormant state, only needing spot mowing in certain areas. Fully serviced throughout the month as needed to keep overall height in check. January turf treatment includes Atrazine and Proflaminate for pre-emergent weed control.

**PLANT BEDS** Plant beds continue to suffer from lack of mulch applications. Causing plant decline and weed growth.

**TREES & SHRUBS** Tree and shrub health continue to decline except for a few shrubs and trees, soil issues are the main influence in this decline.

**From:** Scott Settlemyres  
**Sent:** Monday, January 8, 2024 11:55 AM  
**To:**  
**Subject:** [EXTERNAL]RE: Trout Creek CDD

**NOTICE: This email originated from outside of the organization.**  
Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Phish Alert! button to report suspicious messages.

Attached you will find the December maintenance and irrigation reports.

Belynda- At the last meeting Vinny asked to have the plants trimmed down in the phase 1 roundabout to show the brick wall there. The plants that are there are Coontie Fern Palms, they can't be trimmed traditionally and lowered in height, the only height reduction prune is to flush cut them to the ground and let them regenerate. This can't be done until after the hard freeze cycles have completed for the winter to prevent damage to the plant . Please inform him that this needs to be done before spring.





# PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

*December 2023 Maintenance Report*

*Shearwater Outpost and Phase 3*

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

December, 2023

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

**Re: Landscape Maintenance Service Report**

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

**Weekly Maintenance**

Maintenance crews are focused on mowing, edging, string trimming, hedge pruning, plant bed weed control, blowing, and litter removal. We had crews on property the week before Christmas to ensure our are section was looking the best it could for your residents.

**Irrigation**

Our irrigation team completed the monthly inspection, which included nozzle cleaning and head/nozzle adjustments as needed throughout the property. We are currently manual watering the landscape. Due to the recent rain events we have instructed out techs to turn the clocks off until we are 7 plus days with out rain.

**Agronomics**

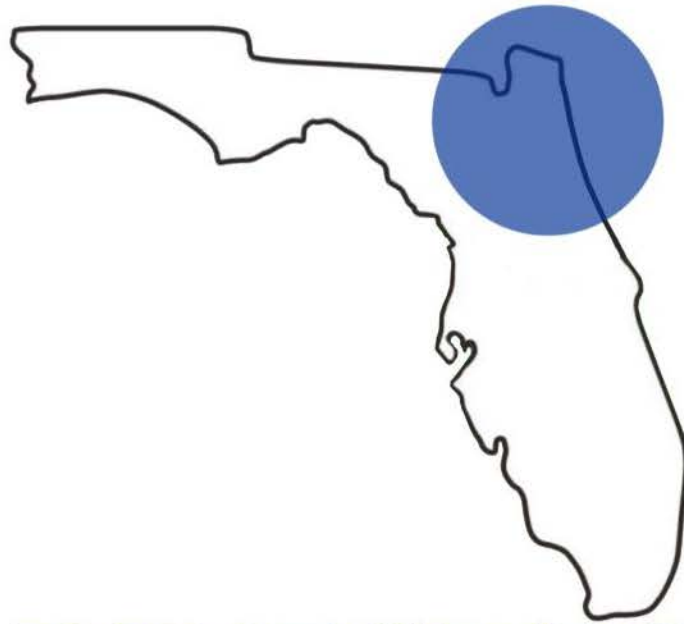
Our team spot treated weedy areas within ph3. No fertilization was applied this month as all plant material in going into dormancy.

The CDD Board requested pricing for the service listed below in the Nov. meeting. We are still waiting on pricing from a few of our suppliers for the products we would use for the application. We will not have the proposal for this meeting, but ensure you our proposal will be available prior to the Jan. 2024 meeting. Our apologies for the delay.

You will notice the color is off within the turf in ph3. The ph levels are 7.4-8.4. When the ph is this high, the turf can not uptake all of the fertilization applied before leaching through the soil canopy. We suggest applying a series of Sulfur application to bring the ph levels down. Sulfur can be applied every 60 days. Cover the course of a year we can get the ph levels into the 6.5-6.8 range and manage it from there. Also applying Command top-dress to the turf during these applications will assist with the green up. Please let us know if you would like pricing on this package. Highly suggested to have a thicker turf canopy within ph3.

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

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



# PRESTIGE

## LANDSCAPES

---

OF NORTH FLORIDA, INC.

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

## **Tab 5**



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6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

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## Service Report

**Date:** December 20, 2023

**Biologists:** Jim Charles,

**Client:** Trout Creek CDD

**Waterways:** 37 ponds

**Entry Pond:** Pond was in good condition. Water level is normal. Water fall columns will be cleaned this month.



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



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



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



**Pond 2a:** This pond was in good condition. The water level is normal.



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



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



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



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



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



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



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



**Pond 9a:** Pond was in improved condition. The water level is normal. Treatment of perimeter for torpedo grass, pennywort and alligator weed last month had good results.



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



**Pond 9c:** Pond was in fair condition. The water level was normal. Perimeter treatment last month for torpedo grass and pennywort had good results.



Need to address terrestrial growth along shoreline.



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



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



**Pond 10d:** Pond was in fair condition. The water level is normal. Perimeter will be treated this month once water levels recede.



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



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



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



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



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



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



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



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



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



**Pond 22A:** Pond was in good condition. The water level is good. Algae treatment last month was effective.



**Pond 22B:** Pond was in good condition. The water level is normal. Treatment for algae last month had good results.



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



**Pond 23B:** Pond is in very good condition.



**Pond 33:** Pond was in good condition. Water level is normal.



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



**Pond 24a:** Pond was in fair condition. Will treat cattails this month.



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



**Pond 24c:** Pond was in good condition. Water level is good.



**Pond 31:** Pond is in good condition. Water level is normal.



Jim Charles



---

6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

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## Service Report

**Date:** December 29, 2023  
**Client:** Trout Creek CDD

**Techs:** Justin Powers/ Richard Powers

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

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



## Fountain Towers After Cleaning:



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

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

# **Tab 6**

**Trout Creek CDD**  
**Operations Report for December 20, 2023**  
**(Dec.11<sup>th</sup> - Jan. 2<sup>nd</sup>)**

**Notables:**

- Swim Team Contract 2024 Season ([attached](#))

**Administration:**

- Hired LD-Amy Boone
- Monthly meeting with Supervisor Murphy
- Phase 3 landscape walk with Prestige
- Monthly Managers meeting at FSR Corporate Office
- Assisted LD and AGM with rescheduling vendors for postponed Winterfest for February 3<sup>rd</sup>.

**Kayak Hub:**

- December 2023 Café Sales ([attached](#))
- 2023 Café Sales Total ([attached](#))

**Lifestyle Event Recap:**

- Coffee On the Porch – Approximately 50 in attendance
- Photos with Mr. & Mrs. Clause, Cookie Decorating and Face Painters (12/16). TicketLeap Report ([attached](#))
- December Total Number of Participants and Revenue – TicketLeap Settlement Reports ([attached](#))
- Monthly Event Expenses ([attached](#))

**January Lifestyle Events:**

- 6<sup>th</sup> Polar Bear Plunge
- 12<sup>th</sup> & 26<sup>th</sup> Food Truck Friday
- 10<sup>th</sup> Coffee & Conversation
- 20<sup>th</sup> Puppet Making Workshop with Michael Minor
- 20<sup>th</sup> Michael Minor Variety Show

**Maintenance:**

- Installed 2 no parking signs at Amenity parking lot.
- Repaired Fireplace @ outpost.
- Repair/Strip/Stain 2 benches @ falls park.
- Installed Windscreens around the tennis courts.
- Adjusted all door hinges and closers @ hub.
- Installed split rail fence in phase 3 to protect new sod install. Vehicles driving through and breaking irrigation heads.
- Installed landscape timbers @ Outpost to prevent golf carts from driving through landscaping and to assist with containing pine bark (prevent washing away).
- Had a company complete the yearly gutter cleaning @ amenity center.
- Had computer repaired (software updated) in fitness center for well beats.



**BELYNDA THARPE**  
General Manager

**Trout Creek CDD**  
100 Kayak Way | St. Augustine, FL  
32092  
Direct 904.342.3739  
Email [belynda.tharpe@fsresidential.com](mailto:belynda.tharpe@fsresidential.com)



Square Sales Report  
Reported on Jan 02, 2024 4:34 PM EST  
**Dec 01, 2023 12:00 AM - Dec 31, 2023 11:59 PM**  
All Employees  
All Devices

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**SALES**

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<b>Gross Sales</b>	<b>\$741.75</b>
Items	\$741.75
<b>Service Charges</b>	<b>\$0.00</b>
Returns	\$0.00
Discounts & Comps	\$0.00
<b>Net Sales</b>	<b>\$741.75</b>
Tax	\$0.00
Tips	\$0.00
Gift Card Sales	\$0.00
Refunds by Amount	\$0.00
<b>Total</b>	<b>\$741.75</b>

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**PAYMENTS**

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<b>Total Collected</b>	<b>\$741.75</b>
Cash	\$0.00
Card x 102	\$741.75
Gift Card	\$0.00
Other	\$0.00
Fees	(\$29.51)
<b>Net Total</b>	<b>\$712.24</b>

# Event Settlement Report

## Holiday Open House Sunday December 3rd

on 12/1/2023 5:30 pm



Shearwater

Created 1/3/2024 3:46 pm

### Ticketleap Payment Processing

Ticket Type	Ticket Face Value (\$)	Tickets Sold	Total Face Value (\$)	Total Discount Amount (\$)	Fees Paid by Buyer (\$)	Ticketleap Ticketing Fees (\$)	Ticketleap Processing Fees (\$)	Tickets Refunded	Amount Refunded (\$)	Ticketleap Fees Refunded (\$)	Total Collected by Ticketleap (\$)	Total Due (to)/from Ticketleap (\$)
Adult	10.00	25	250.00	0.00	0.00	30.00	7.50	0	0.00	0.00	250.00	<b>212.50</b>
Totals		25	250.00	0.00	0.00	30.00	7.50	0	0.00	0.00	250.00	<b>212.50</b>

### Event Settlement

Amount Due from Ticketleap	\$212.50
Less: Amount Due to Ticketleap	(\$0.00)
<b>Total Due (to)/from Ticketleap</b>	<b>\$212.50</b>

# Event Settlement Report

## Holiday Open House Sunday December 3rd

on 12/3/2023 5:30 pm



Shearwater

Created 1/3/2024 3:46 pm

### Ticketleap Payment Processing

Ticket Type	Ticket Face Value (\$)	Tickets Sold	Total Face Value (\$)	Total Discount Amount (\$)	Fees Paid by Buyer (\$)	Ticketleap Ticketing Fees (\$)	Ticketleap Processing Fees (\$)	Tickets Refunded	Amount Refunded (\$)	Ticketleap Fees Refunded (\$)	Total Collected by Ticketleap (\$)	Total Due (to)/from Ticketleap (\$)
Adult	10.00	50	500.00	0.00	0.00	60.00	15.00	0	0.00	0.00	500.00	<b>425.00</b>
Totals		50	500.00	0.00	0.00	60.00	15.00	0	0.00	0.00	500.00	<b>425.00</b>

### Event Settlement

Amount Due from Ticketleap	\$425.00
Less: Amount Due to Ticketleap	(\$0.00)
<b>Total Due (to)/from Ticketleap</b>	<b>\$425.00</b>

# Event Settlement Report

## Friday Night Live Tween Holiday Social

on 12/8/2023 7:00 pm



Shearwater

Created 1/3/2024 3:45 pm

### Ticketleap Payment Processing

Ticket Type	Ticket Face Value (\$)	Tickets Sold	Total Face Value (\$)	Total Discount Amount (\$)	Fees Paid by Buyer (\$)	Ticketleap Ticketing Fees (\$)	Ticketleap Processing Fees (\$)	Tickets Refunded	Amount Refunded (\$)	Ticketleap Fees Refunded (\$)	Total Collected by Ticketleap (\$)	Total Due (to)/from Ticketleap (\$)
Non-Resident Guest	15.00	2	30.00	0.00	0.00	2.60	0.90	0	0.00	0.00	30.00	26.50
Tween (Ages 11-15)	10.00	37	370.00	0.00	0.00	44.40	11.10	0	0.00	0.00	370.00	314.50
Totals		39	400.00	0.00	0.00	47.00	12.00	0	0.00	0.00	400.00	341.00

### Event Settlement

Amount Due from Ticketleap	\$341.00
Less: Amount Due to Ticketleap	(\$0.00)
<b>Total Due (to)/from Ticketleap</b>	<b>\$341.00</b>

# Event Settlement Report

## Photos With Santa & Mrs Claus

on 12/16/2023 1:00 pm



Shearwater

Created 1/3/2024 3:45 pm

### Free Orders Processed by Seller

Ticket Type	Ticket Face Value (\$)	Tickets Sold	Total Face Value (\$)	Total Discount Amount (\$)	Fees Paid by Buyer (\$)	Ticketleap Ticketing Fees (\$)	Ticketleap Processing Fees (\$)	Tickets Refunded	Amount Refunded (\$)	Ticketleap Fees Refunded (\$)	Total Collected (\$)	Total Due (to)/from Ticketleap (\$)
Time Slot 1:00-1:30pm	0.00	30	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	<b>0.00</b>
Time Slot 1:30-2:00pm	0.00	30	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	<b>0.00</b>
Time Slot 2:00-2:30pm	0.00	30	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	<b>0.00</b>
Time Slot 2:30-3:00pm	0.00	30	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	<b>0.00</b>
Time Slot 3:00-3:30pm	0.00	30	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	<b>0.00</b>
Time Slot 3:30-4:00pm	0.00	30	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	<b>0.00</b>
Totals		180	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	<b>0.00</b>

### Event Settlement

Amount Due from Ticketleap	\$0.00
Less: Amount Due to Ticketleap	(\$0.00)
<b>Total Due (to)/from Ticketleap</b>	<b>\$0.00</b>

# Event Settlement Report

## Puppet Show

on 12/19/2023 4:00 pm



Shearwater

Created 1/3/2024 3:44 pm

### Free Orders Processed by Seller

Ticket Type	Ticket Face Value (\$)	Tickets Sold	Total Face Value (\$)	Total Discount Amount (\$)	Fees Paid by Buyer (\$)	Ticketleap Ticketing Fees (\$)	Ticketleap Processing Fees (\$)	Tickets Refunded	Amount Refunded (\$)	Ticketleap Fees Refunded (\$)	Total Collected (\$)	Total Due (to)/from Ticketleap (\$)
ENTRY	0.00	75	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	<b>0.00</b>
Totals		75	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	<b>0.00</b>

Event Settlement	
Amount Due from Ticketleap	\$0.00
Less: Amount Due to Ticketleap	(\$0.00)
<b>Total Due (to)/from Ticketleap</b>	<b>\$0.00</b>

# Dec-23

## EXPENSES


Holiday Open House	12/3/2023	Actual
<b>Total</b>	<b>\$0.00</b>	<b>\$3,423.84</b>

Letters to Santa	12/5/2023	Actual
<b>Total</b>	<b>\$0.00</b>	<b>\$60.67</b>

Tween Holiday Social	12/8/2023	Actual
Gingerbread house kits & game		\$188.20
Hot Cocoa Bar		\$269.20
Drinks & Ice		\$16.91
Prizes		\$78.00
<b>Total</b>	<b>\$0.00</b>	<b>\$552.31</b>

Coffee & Convo	12/13/2023	Actual
Breakfast Items		\$104.65
<b>Total</b>	<b>\$0.00</b>	<b>\$104.65</b>

Movie Night	12/15/2023	Actual
Movie Vendor		\$675.00
*Swank Movie License	(\$235.00)	
DVD		\$8.94
<b>Total</b>	<b>(\$235.00)</b>	<b>\$683.94</b>

Holiday Puppet Show	12/19/2023	Actual
Miss Strawberri & the forgetful Elf		\$300.00
<b>Total</b>	<b>\$0.00</b>	<b>\$300.00</b>

\* Paid in July 2023

# **Tab 7**

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

THIS AGREEMENT is made and entered into as of this 17<sup>th</sup> day of January 2024, by and between:

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

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

**RECITALS**

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

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

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

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

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

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

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

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

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

material part of this Agreement.

2. **TERM.** This Agreement shall commence upon the 17<sup>th</sup> day of January 2024, and shall terminate on July 28, 2024 unless cancelled earlier in accordance with Section 12 below. However, the covenants and obligations of Swim Team contained herein shall survive termination for acts and omissions which occurred during the effective term of this Agreement.
3. **USAGE BY SWIM TEAM.**
  - A. **USAGE, GENERALLY.** The Swim Team may use the Aquatic Facilities for practices and swim meets as provided for herein. There shall be no non-resident participation during practice during the 2024 season; participants must be residents of the District to register and remain residents to continue to participate on the Swim Team. The Swim Team's practice schedule shall be coordinated with the District, through its Designee, at all times. The Swim Team agrees that such use shall be in conjunction with the use of the recreation center facilities by other Patrons of the District and Swim Team's use shall not interfere with the operation of the recreation center facilities as a public improvement. Swim Team agrees that all use of the District's facilities shall be subject to the policies and regulations of the District, including but not limited to, the Guidelines for Swim Team Usage which are incorporated herein and attached as **Exhibit A**. Swim Team further agrees that the District shall have the right to take such actions as are necessary to preserve the health, safety and welfare of its residents, landowners, lands and facilities, including the temporary closure of the Aquatic Facilities due to weather conditions. The District and Swim Team agree that in consideration of the Swim Team's acceptance of the covenants and obligations contained in this Agreement, the persons identified as coaches by Swim Team may participate on the Swim Team and make use of the District's Aquatic Facilities only during Swim Team practices and meets, regardless of the coach's status as a paid user of the facilities. The Swim Team shall provide to the District a complete roster of swimmers on the Swim Team at prior to commencing swimming practices. The license granted herein only includes use of the pool decks, lap pool, pavilion, event lawn and designated restrooms in case of emergencies.
  - B. **WAIVER AND RELEASE.** Each participant, and in the case of a participant under 18 years of age, each participant's parent or legal guardian shall execute a waiver and release in the form attached hereto as **Exhibit B**.
  - C. **PARKING PROTOCOLS.** The Swim Team shall coordinate with the General Manager or his/her on site management designee to develop and implement parking protocols, attached hereto as **Exhibit C**. Should the District determine that onsite parking is unsatisfactory in connection with practices and swim meets, the Swim Team will coordinate with the General Manager or his/her onsite management designee to update the parking protocols.
4. **SCHEDULING.** Swim Team shall coordinate services directly with the General Manager or his/her on-site management designee. This Agreement does not grant Swim Team exclusive use of the facilities or any part thereof. Swim Team shall schedule all practices and swim meets in advance pursuant to the means and methods set forth by the General Manager and his/her on-site management designee, who shall have final and absolute discretion with respect

to matters related to scheduling.

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

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

11. **RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.
12. **CANCELLATION.** Both Parties shall have the right to cancel this Agreement at any time without cause. However, the covenants and obligations of Swim Team contained in sections 3, 4, 6, 7, 8, & 9 shall survive cancellation for acts and omissions which occurred during the effective term of the agreement.
13. **ENTIRE AGREEMENT.** This instrument, together with the attached **Exhibit A**, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. This Agreement shall supersede all other previous agreements related to the terms and conditions of this Agreement.
14. **AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both Parties hereto.
15. **ASSIGNMENT.** Neither the District nor the Swim Team may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other. Any attempted assignment without such written approval shall be void.
16. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in St. Johns County, Florida.
17. **NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight delivery service or First-Class Mail, postage prepaid, to the Parties, as follows:
  - A. If to Swim Team: Shearwater Sharks Swim Team, Inc.  
365 Beale Avenue  
St. Augustine, Florida 32092
  - B. If to District: Trout Creek Community Development District  
3434 Colwell Avenue, Suite 200

Tampa, FL 33614  
Attn: District Manager

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

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

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

**ATTEST:**

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_

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

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

**ATTEST:**

**SHEARWATER SHARKS SWIM TEAM**

\_\_\_\_\_

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

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

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

## EXHIBIT A

### GUIDELINES FOR SWIM TEAM USAGE 2024

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

9. Practice must reflect the following schedule. Any deviation from the schedule outlined below shall be approved in advance by the General Manager or his/her on-site management designee.
  - A. April 15<sup>th</sup> - May 22<sup>nd</sup>

Monday, Tuesday, Wednesday, and Thursday 5:00 p.m. – 8:00 p.m.
  - B. May 28<sup>th</sup> – July 13<sup>th</sup>

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

Tuesday 7:00 a.m. – 10:00 a.m.

Friday 7:00 a.m.-10 a.m. (if needed due to weather cancellations)
10. Any changes to the meet or practice schedules that are required due to facilities scheduling conflicts, weather, and other unforeseen circumstances will be coordinated between the Swim Team and the General Manager in a timely manner. No practices will be held on holiday or holiday weekends. The District reserves to cancel practices in its sole discretion, but will use its best efforts to reschedule practices if requested by the Swim Team.
11. The Swim Team shall be responsible for straightening equipment on the pool deck, such as chairs, tables, or umbrellas that may be used by swimmers or coaches, in addition to disposing trash within the pool deck trash receptacles.
12. The Swim Team may operate a concessions booth as a fundraising effort to benefit the non-profit 501c3 organization during swim meets. It is expected the concessions booth will be placed under the pavilion and comply with necessary Department of Health requirements. **GLASS is NOT ALLOWED.**
13. The Swim Team may permit select team sponsors to attend (spectate) swim meets, set up a booth, and interact with swim parents. Sponsors with a booth or interactive activities must provide a certificate of insurance and add the District and FirstService Residential as an additional insured.
14. All Swim Team swimmers must be capable of swimming a minimum of twenty-five yards continuously.
15. During Swim Team practice, one (1) swimming lane will be available for general resident recreation swimming. In addition, one (1) flex lane will be reserved for use by either the Swim Team or general residents. A sign will be placed at the lane asking the resident swimmer to notify a coach. The coach will then forfeit the lane to the resident and move the swimmers to other lanes. The Swim Team will post signs provided by the District at these available lanes during practice and remove them at the end of practice. For any Swim Team practices that occur during the FAST Swim Program, the FAST Swim Program will utilize one (1) lane and the Swim Team will utilize four (4) lanes, with one (1) lane available for general resident recreation swimming.
16. Swim Team will ensure that, prior to registration and/or payment with the Swim Team, each prospective Swim Team member demonstrates proof of residency or has new home build contract in place. Additionally, it shall be the responsibility of the Swim Team to ensure that all Swim Team members are covered by the Swim Team's insurance policy.

17. A Swim Team roster will be provided to the District at the beginning of the season prior to the first day of practice, and on a monthly basis until the end of swim season. The roster must include all registered swimmers, coaching staff, and volunteers.
18. Proof of insurance must be provided to the District prior to the first scheduled practice.
19. Swim Team contract with the District must be signed prior to the first scheduled practice.
20. Swim Team agrees that any and all advertisements naming the District or its facilities, including any derivation of such facilities, shall include the following statement in legible font: "This is not a TCCDD endorsed activity."
21. The Swim Team is required to have a person certified in CPR/AED on deck, supervising the Swim Team swimmers, at all times during Swim Team practices and meets. The swim team will provide necessary first aid equipment during practice and will have a first aid booth setup during meets with capable personnel.
22. The Swim Team does not permit swim coaches to provide private instructions outside of scheduled swim practice or swim meet operating hours on District property unless coordinated directly between the coach and the District.
23. The Swim Team will host the following events throughout the season with dates and times coordinated with the General Manager.
  - A. Parent Information Session (1.5 hours, Kayak Club Room)
  - B. New Swimmer Evaluation (2 hours, Lap Pool, 2-4 dedicated lanes)
  - C. Kick-off Cookout (Pavilion)
  - D. Pep Rally (Pavilion)
  - E. End of Year Banquet (Kayak Club Room and Pavilion)

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

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

**EXHIBIT B**

**WAIVER AND RELEASE**

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

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

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

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

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

## **EXHIBIT C**

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

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

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

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

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

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

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

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

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

Our Team:

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

Visiting Team:

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

Marshalls:

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



## **EXHIBIT D**

### **YOUTH PROGRAM SAFETY GUIDELINES**

#### Introduction

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

#### Purpose

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

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

#### Protection and Prevention

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

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

#### Supervision Procedures

Unless an extenuating situation exists, Swim Team:

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

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

#### Behavioral Guidelines for Paid Staff and Volunteer

All volunteers and paid staff will observe the following guidelines:

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

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

### Disqualification

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

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

# Tab 8

Trout Creek CDD  
 100 Kayak Way  
 Shearwater McDonalds  
 Saint Augustine FL 32092  
 Attention: Tiffany Brun

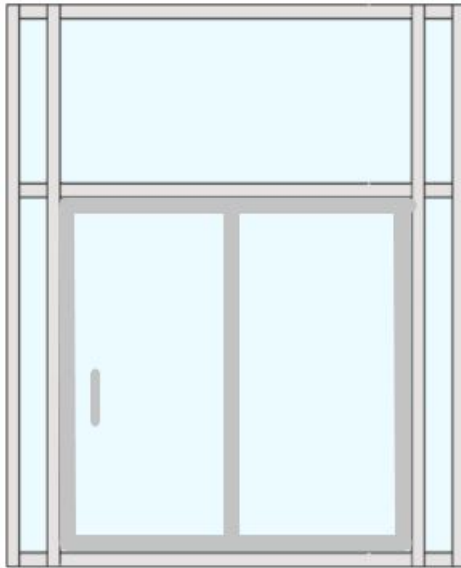
**Job:** Trout Creek CDD  
 100 Kayak Way  
 Shearwater McDonalds  
 Saint Augustine FL 32092  
**Work:** 904-342-3739  
**Home:** 219-455-3321  
**Email:** lucy.acevedo@fsresidential.com; jere

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**Quantity Description**


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1 **Remove Window & Install Storefront with Pass thru**



1 x Storefront System

All custom items are made to order. Sales of these items are final and are not eligible for return, refund, or exchange.

Continued on next page...

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This quotation is valid for 30 days from the date of issue.

A deposit is required before any work can commence.  
 The balance is due upon pickup, delivery, or installation.  
 Required Deposit:50% (\$3,669.00)

Quantity	Description
----------	-------------

StoreFront Metal  
 Kawneer  
 Clear Anodized  
 450 Trifab CG/SS/OS  
 1/4 Clear Tempered

Pass-Thru  
 Ready Access  
 Clear Anodized  
 Single Panel Sliding Window  
 Manual Open/Self Close  
 1/4 Clear Tempered  
 Installation Labor



Scope of Work (SOW)

Remove existing Frame from opening. Clean up and prep for new store front frame.  
 Install New storefront doors pair and seal and adjust.

Not Included: Shop Drawings, Permitting, Engineering Drawings or Design Pressure.  
 Painting or finishing of stucco repairs or interior repairs due to removal.

This quotation is valid for 30 days from the date of issue.

A deposit is required before any work can commence.  
 The balance is due upon pickup, delivery, or installation.  
 Required Deposit:50% (\$3,669.00)

Subtotal:	7,338.00
Tax Exempt FL	
0.0%:	0.00
<b>Total:</b>	<b>\$7,338.00</b>



**Terms and Conditions:**

1. This quote is valid for 30 days from the date of the order. Our prices include measurements, fabrication, delivery, and installation of materials specified unless otherwise stated.
2. Price does not include evening or weekend working hours. Normal working hours are 8:00am - 5:00pm Mon - Fri.
3. The proposed price is subject to change if there are any changes to the size or configuration after the final field measurement, or options not listed in the actual proposal.
4. All the Material shall be furnished in accordance with the respective industry tolerances of color variation, thickness, size, texture and performance standards.
5. Lee & Cates Glass will not be responsible for any discrepancies in customer provided measurements. Estimates based on customer measurements are subject to a site visit prior to quote confirmation.
6. If existing obstructions must be removed **or customer's structure needs to be modified or corrected** for installation, Lee & Cates Glass reserves the right to require customer to modify the work area.
7. Lead times given are based on information received by suppliers and manufacturers and are subject to change at any time and without notice, therefore Lee & Cates Glass shall not be held responsible for delays caused by suppliers and manufacturers.
8. One trip for Field Measurements and one trip for installation per project is included in the quoted price. Field Measurements will be taken after we are notified that the areas of our scope are ready for measurement.
9. All glass and/or mirror products must be inspected at the time of **pick up/delivery or installation**. Lee & Cates Glass is not responsible for glass and/or mirror once it leaves the store premises or has been accepted after delivery/installation.
10. In the event of any action or proceedings brought for the recovery of amounts due for products or services obtained from Lee & Cates Glass to pay all costs of collection including but not limited to attorney's or collection agent's fees. Returned checks will also result in additional fees in accordance with current statutes.

**ACCEPTANCE OF QUOTE 164343:** I accept the enclosed mentioned description of work for the stated price.

**Customer Acceptance:** \_\_\_\_\_

**Acceptance Date:** \_\_\_\_\_