



Rizzetta & Company

Trout Creek Community Development District

**Board of Supervisors' Meeting
December 20, 2023**

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

www.troutcreekcdd.org

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

www.troutcreekcdd.org

Board of Supervisors

Mike McCollum
Vincent Sajkowski
Frank Murphy
Ryan Stone
Clint Wright

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

District Manager

Melissa Dobbins

Rizzetta & Company, Inc.

District Counsel

Katie Buchanan

Kutak Rock LLP

District Engineer

Brad Davis
Matt Melchiori

Prosser Inc.

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

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

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

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

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors
Trout Creek Community
Development District

December 13, 2023

AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **December 20, 2023 at 3:00 p.m.** located at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092. The following is the agenda for the meeting:

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' Special Meeting held on November 16, 2023..... Tab 1
 - B. Ratification of the Operation and Maintenance Expenditures for November 2023..... Tab 2
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 1. Update on Review of Dalton Circle Drainage
 - C. Construction Administrator
 - D. Landscape Reports Tab 3
 1. VerdeGo Report
 2. Prestige Report
 - E. Charles Aquatics Service Report..... Tab 4
 1. Charles Aquatics Fish Barrier Proposal Tab 5
 - F. General Manager Tab 6
 1. Food Service Window Proposal
 2. Update on JSO Off Duty Payment Process
 3. November Café Sales
 4. TicketLeap Reports
 5. Monthly Event Expense Report
 - G. District Manager
5. **BUSINESS ITEMS**
 - A. Consideration of 2024 Swim Team Contract..... Tab 7
 - B. Review of Landscape Maintenance RFP Bids
 - C. Consideration of Tennis Court Resurfacing Proposals..... Tab 8

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 **special** meeting of the Board of Supervisors of Trout Creek Community Development District was held on **November 16, 2023, at 3:00 p.m.** at The Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

Present and constituting a quorum:

Mike McCollum	Board Supervisor, Chairman
Vincent Sajkowski	Board Supervisor, Vice Chairman
Clint Wright	Board Supervisor, Assistant Secretary
Frank Murphy	Board Supervisor, Assistant Secretary
Ryan Stone	Board Supervisor, Assistant Secretary (<i>joined the meeting in progress</i>)

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Co., Inc.
Katie Buchanan	District Counsel, Kutak Rock, LLP
Lucy Acevedo	Regional Manager, First Service Residential
Belynda Tharpe	General Manager, First Service Residential
Tiffany Brun	Assistant Manager, First Service Residential
Chris Kenney	Prestige Landscape
Billy Genovese	VerdeGo Landscape

Members of the public present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. McCollum called the meeting to order at 3:05 p.m.

SECOND ORDER OF BUSINESS

**Audience Comments on
Agenda Items**

There was a request for the Board to fix the flooding/drainage issue off Dalton Circle.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of
the Board of Supervisors' Meeting
held on October 18, 2023**

It was noted that John Loar should be Jeremy Loar throughout the minutes.

On a motion by Mr. Murphy, seconded by Mr. Sajkowski, with all in favor, the Board approved minutes of the meeting held on October 18, 2023 as amended, for Trout Creek Community Development District.

FOURTH ORDER OF BUSINESS

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

On a motion by Mr. Murphy, seconded by Mr. Sajkowski, with all in favor, the Board ratified the Operation & Maintenance Expenditures for October 2023, in the amount of \$192,921.21, for Trout Creek Community Development District.

Mr. Stone joined the meeting in progress.

FIFTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
No report.
- B. District Engineer
Not present.
- C. Construction Administrator
Not present.
- D. Landscape Reports
 - 1. VerdeGo Report
Mr. Genovese with VerdeGo was in attendance on behalf of Mr. Settlemires. He confirmed he will have the field sod issues reviewed and the round about that needs clean up due to the vegetation getting too high to see the wall.
 - 2. Prestige Report
Mr. Kenney confirmed he will have the crew work on concerns at the Outpost area.
- E. Charles Aquatics Service Report
The Board requested that a representative from Charles Aquatics come to the next meeting to discuss the ponds.

93 F. General Manager
94 Ms. Tharpe stated they have been having talks with the swim team and
95 will have an agreement for the next meeting.
96

97 After discussion regarding the drainage issue off Dalton, the Board
98 requested staff to review with the District Engineer to develop the best
99 plan.
100

101 Mr. Loar updated the Board the permanent lighting will be installed on
102 December 6, 2023.
103

104 Ms. Tharpe also noted that she will need to work with the District Manager
105 to set up new payment option for residents paying for events they attend
106 that will go right into the District's account.
107

108 G. District Manager
109 The Board confirmed to keep the December 20, 2023 meeting.
110

111 **SIXTH ORDER OF BUSINESS**

**Consideration of Poolsure
Renewal Proposal**

112 On a motion by Mr. McCollumn, seconded by Mr. Wright, with all in favor, the Board
113 approved the 2024 Poolsure Renewal in the amount of \$4,588.50 per month, for Trout
Creek Community Development District.

114 **SEVENTH ORDER OF BUSINESS**

**Review of Landscape
Maintenance RFP Bids (under
separate cover)**

115 Board discussion ensued. The Board confirmed they will move forward with two
116 separate agreements for Phase 1 and Phase 2. The Board further directed Ms. Tharpe
117 to work with Mr. Wright to review both their scoring sheets to bring back a consensus
118 recommendation for the Board to review at the December meeting and how it will be
119 funded or impact the budget.
120

121 The Board tabled further discussion until the December 20, 2023 meeting.
122

123 **EIGHTH ORDER OF BUSINESS**

**Discussion Regarding Request
for Non-Exclusive Easement
Variance**

124 Board discussed how this request was different due to it being only a drainage
125 easement and not an easement that provides the district access to maintain the pond.
126

127 On a motion by Mr. Stone, seconded by Mr. Sajkowski, with all in favor, the Board
128 approved a license agreement for a fence in the drainage easement at 83 Neighbor
129 Court, for Trout Creek Community Development District.
130

136 **NINTH ORDER OF BUSINESS**

**Audience Comments and
Supervisor Requests**

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138

139 **Supervisor Requests**

140 No supervisor comments.

141

142 **Audience Comments**

143

144 Audience member had a question on Phase 3 Landscape and there were positive
145 feedback regarding Lifestyle Events.

146

147 **TENTH ORDER OF BUSINESS**

Adjournment

148

On a motion by Mr. Stone, seconded by Mr. Sajkowski, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 4:50 p.m., for Trout Creek Community Development District.

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Secretary /Assistant Secretary

Chairman / Vice Chairman

DRAFT

Tab 2

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures Presented For Board Approval November 2023

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2023 through November 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$128,840.49**

Approval of Expenditures:

_____ Chairperson
_____ Vice Chairperson
_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Arrow Exterminators	100725	54193347	Pest Control Services 11/23	\$ 181.00
Arrow Exterminators	100725	54193647	Pest Control Services 11/23	\$ 113.00
Arrow Exterminators	100725	54193648	Pest Control Services 11/23	\$ 93.00
AT&T	20231116-01	151561791 11/23 ACH	Internet Services 11/23	\$ 32.10
AT&T	20231116-01	299942543 11/23 ACH	Internet Services 11/23	\$ 32.10
AT&T	20231129-01	32382736 11/23 Autopay	TV & Internet Services 11/23	\$ 134.85
Blingle Premier Lighting	100694	102323 Blingle	50% Deposit Retainage Wall Lighting 10/23	\$ 2,826.19
Celebration Jax, LLC	100696	110223 Celebration Jax	Deposit for Inflatables for Winterfest 12/23	\$ 358.35
Charles Aquatics, Inc.	100739	49427	Pond Maintenance 11/23	\$ 3,051.00
Colden Company, Inc.	100697	17465	Service Call 10/23	\$ 50.00
CRN Jax	100698	0000715	Service Call - Maintenance Laptop 10/23	\$ 150.00
Crystal Rodriguez	100726	09282016-52	Face Painting for Boo Bash 10/23	\$ 410.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CX3, Inc. dba Sundancer Sign Graphics	100699	4532	Stop Sign Street Blade Combo & Install Street Sign 10/23	\$ 725.00
Deputy Services	100695	SJSO23CAD260183	Deputy Services 10/23	\$ 165.00
Deputy Services	100706	SJSO23CAD264849	Deputy Services 11/23	\$ 165.00
Deputy Services	100709	SJSO23CAD260183	Deputy Services 10/23	\$ 165.00
Deputy Services	100709	SJSO23CAD264294	Deputy Services 11/23	\$ 165.00
Deputy Services	100710	SJSO23CAD258847	Deputy Services 10/23	\$ 330.00
Deputy Services	100713	SJSO23CAD260183	Deputy Services 10/23	\$ 165.00
Deputy Services	100728	SJSO23CAD269297	Deputy Services 11/23	\$ 330.00
Deputy Services	100741	SJSO23CAD274361	Deputy Service 11/23	\$ 330.00
EZ Event Ride Inc.	100700	02	Boo Bash Shuttle Tram 10/23	\$ 1,650.00
First Coast Trimlight, LLC	100701	1950	Holiday Lighting 10/23	\$ 7,500.00
FirstService Residential Florida, Inc.	100702	10926692	Medical Insurance 10/23	\$ 2,094.00

Trout Creek Community Development District

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November 1, 2023 Through November 30, 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.	100702	10928608	Management Services 11/23	\$ 1,875.00
FirstService Residential Florida, Inc.	100740	10932079	Business Cards - Anna Marie Faircloth 11/23	\$ 60.53
FirstService Residential Florida, Inc.	100740	10933039	Medical Insurance 11/23	\$ 2,094.00
Florida Department of Commerce	100724	89163	Special District Fee FY 23/24	\$ 175.00
Florida Department of Revenue	100722	65-8017062725-9 Sales & Use Tax 10/23	Sales & Use Tax 10/23	\$ 637.49
Florida Janitor & Paper Supply	100703	365698	Janitorial Supplies 10/23	\$ 201.01
Florida Janitor & Paper Supply	100703	365778	Janitorial Supplies 10/23	\$ 44.63
Florida Janitor & Paper Supply	100703	365990	Janitorial Supplies 11/23	\$ 556.38
Florida Janitor & Paper Supply	100703	365698-1	Janitorial Supplies 10/23	\$ 182.18
Florida Natural Gas	100723	924750ES	Natural Gas Services 10/23	\$ 17.07
Florida Power & Light Company	20231103-02	03602-11429 09/23 ACH	38 Rosemount Dr 09/23	\$ 29.49
Florida Power & Light Company	20231103-02	98411-59305 09/23 ACH	37 Timberwolf Trl 09/23	\$ 52.57

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 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	20231115-01	Monthly Summary 10/23 ACH	Electric Services 10/23	\$ 8,704.01
Florida Power & Light Company	20231121-01	06081-09518 10/23 ACH	315 Rosemont Dr #Irr 10/23	\$ 28.42
Florida Power & Light Company	20231121-01	49571-83074 10/23 ACH	204 Chalet Cr #Irr 10/23	\$ 25.66
Florida Power & Light Company	20231121-01	92236-52372 10/23 ACH	23 Calcutta Dr #Irr 10/23	\$ 45.89
Florida Power & Light Company	20231128-02	39473-03305 10/23 ACH	25 Ridgewind Drive #LTG 10/23	\$ 64.37
Frank Murphy	100727	FM111623	Board of Supervisors Meeting 11/16/23	\$ 200.00
IPFS Corporation	100704	GAA-D40542 11/23	Liability Insurance Payment 1 11/23	\$ 7,505.98
IPFS Corporation	100704	GAA-D40542 12/23	Liability Insurance Payment 2 12/23	\$ 7,505.98
J & B Associates of NE FL, LLC	100705	051810-485	Asphalt Repairs 10/23	\$ 3,450.00
Jacksonville Cookie Company, LLC	100729	111323 Jacksonville Cookie Co	50% Deposit for Cookies for Winterfest 11/23	\$ 750.00
JEA	20231103-01	9634626977 09/23 ACH	Water-Sewer Services 09/23	\$ 28,385.20
Joshua D. Williford	100707	0000001	Live Band Performance 10/23	\$ 600.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kompan, Inc.	100730	INV119449	Playground Equipment 10/23	\$ 1,785.60
Kutak Rock, LLP	100708	3297562	Legal Services 09/23	\$ 3,690.00
Kutak Rock, LLP	100742	3311819	Legal Services 10/23	\$ 7,798.37
Michael L. Minor	100731	120242400	50% Deposit - Children's Ventriloquism Workshop 11/23	\$ 1,200.00
OptimusAV	100711	01161	Install and Program TV 10/23	\$ 2,580.19
OptimusAV	100711	01163	Install and Program Gates and Locks 11/23	\$ 2,362.00
Progressive Entertainment, Inc.	100712	12810316	Boo Bash Entertainment 10/23	\$ 520.00
Progressive Entertainment, Inc.	100712	12810323	Fall Festival Entertainment 10/23	\$ 1,555.00
Progressive Entertainment, Inc.	100732	12900356	50% Deposit - Winterfest 11/23	\$ 1,416.50
Republic Services	20231107-01	0687-001365072 ACH	Waste Disposal Services 11/23	\$ 600.67
Richard Clinton Wright	100733	CW111623	Board of Supervisors Meeting 11/16/23	\$ 200.00
Rizzetta & Company, Inc.	100693	INV0000084930	District Management Fees 11/23	\$ 4,585.09

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ryan Scott Stone	100734	RS111623	Board of Supervisors Meeting 11/16/23	\$ 200.00
Sky Events Unlimited	100714	2256	Glow Drum Set 11/23	\$ 1,330.00
Stephens Advertising, Inc.	100715	21016765	Community Yard Sale Banners 10/23	\$ 288.00
Surfside Pools	100743	193499	Pool Maintenance 11/23	\$ 3,500.00
Surfside Pools	100743	293815	Pool Chemicals 10/23	\$ 299.13
TECO Peoples Gas	20231128-01	221008807523 10/23 ACH	Natural Gas Services - 2105 Shearwater Parkway 10/23	\$ 33.97
The Home Depot Pro	100735	772805172	Misc Supplies 10/23	\$ 101.89
The Home Depot Pro	100735	772805289	Misc Supplies 10/23	\$ 25.84
The Home Depot Pro	100735	772811626	Misc Supplies 10/23	\$ 314.00
The Home Depot Pro	100735	772822466	Misc Supplies 10/23	\$ 278.00
The Home Depot Pro	100735	772840211	Misc Supplies 10/23	\$ 297.00
The Home Depot Pro	100735	775154602	Misc Supplies 11/23	\$ 46.22

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 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	100744	776336620	Misc Supplies 11/23	\$ 304.37
The Ledger / News Chief/ CA Florida Holdings, LLC	100716	0005986030	Account #764106 Legal Advertising 10/23	\$ 375.36
The Sherwin-Williams Co., Inc.	100717	5264-1	Paint 10/23	\$ 361.04
The Sherwin-Williams Co., Inc.	100717	7180-1	Paint 10/23	\$ 43.43
The Sherwin-Williams Co., Inc.	100745	6124-6	Paint 11/23	\$ 40.15
Trout Creek CDD	DC 110123	DC 110123	Debit Card Replenishment	\$ 3,442.81
Trout Creek CDD	DC 111523	DC 111523	Debit Card Replenishment	\$ 2,315.68
Trutech LLC	100736	3664737	Wildlife Services 11/23	\$ 122.00
Veterans United Craft Brewery LLC	100718	TR0046	Variety Mix Craft Beers 10/23	\$ 677.00
Vexacor Supply Group, LLC	100746	M574433	Coffee Bar Supplies 11/23	\$ 180.00
Vexacor Supply Group, LLC	100746	M574525	Coffee Bar Supplies 10/23	\$ 215.73
VGlobal Tech	100719	5573	ADA & WCAG Audits 11/23	\$ 300.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Viktoryia Ahayeva dba Agaeva Photography, LLC	100747	04	Photographer for Boo Bash 11/23	\$ 300.00
Vincent J Sajkowski	100737	VS111623	Board of Supervisors Meeting 11/16/23	\$ 200.00
Wayne Automatic Fire Sprinklers, Inc.	100720	1084378	Quarterly Sprinkler Inspection 10/23	\$ 100.00
Wellbeats, Inc.	100721	283807	D968U Projector 08/23	\$ 200.00
Wellbeats, Inc.	100738	EPIV00000083578	WBC-PLUS Content Period 11/23	\$ 249.00
Report Total				<u>\$ 128,840.49</u>

Tab 3



PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

November 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

November, 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. Our crews also completed the ph1 mulch removal on parkway trees, removal of 2 dead Pines in ph1, removal of dead Oak at the Outpost, and completed landscape enhancements at the Outpost. PLI's landscape construction team completed ph3B-A landscape installation which has already been inspected and turned over for maintenance. Our maintenance team has completed 2 rounds of maintenance since turn over.

Irrigation

Our irrigation team completed the monthly inspection, which included nozzle cleaning and head/nozzle adjustments as needed throughout the property. We are currently operating at 100% seasonal adjust. Run times are 10 min for plant bed zones, 20 min turf sprays, 35 min turf rotors. Turf Zones are running 3 days per week, with bed zones running 2 days per week.

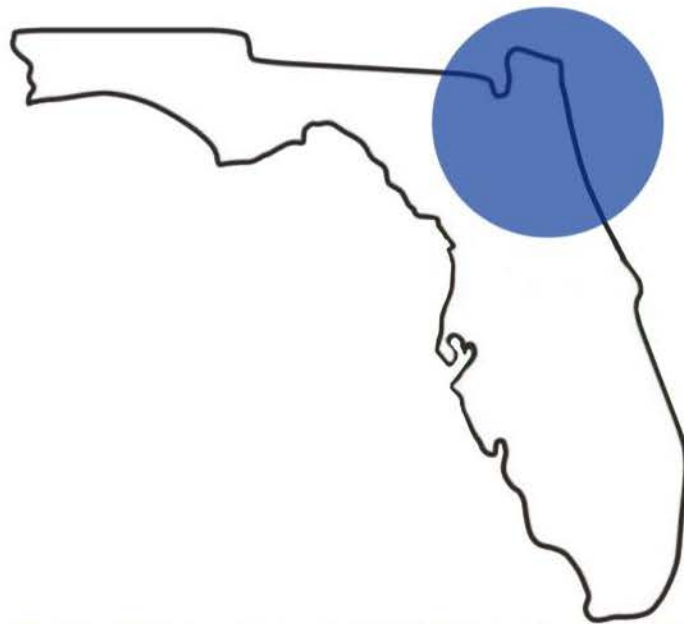
Agronomics

We applied winter pre-m while also attacking Chamberbitter and Spurge. During this application we also applied K for strong root development though the off season. Oaks and Mags received a root drench along with all Knock Out Roses. Our agronomics team also fertilized ph3B-A wall to wall with pre-m as well.

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



PRESTIGE

LANDSCAPES

OF NORTH FLORIDA, INC.

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

Tab 4



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256
Fax: 904-807-9158 Phone: 904-997-0044

Service Report

Date: November 23, 30, 2023

Biologists: Jim Charles,
Justin Powers, Rich Powers

Client: Trout Creek CDD

Waterways: 37 ponds

Entry Pond: Pond was in good condition. Water level is normal.



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 very good condition. The water level is normal.



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



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



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



Pond 9a: Pond was in fair condition. The water level is normal. Treated perimeter for torpedo grass, pennywort and alligator weed.



Note: Multiple homeowners are not maintaining their yard to the water line on this pond.



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



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



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 good condition. The water level is normal.



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



Pond 11b: Pond was in improved condition. The water level is good. Perimeter treatment last month for torpedo grass and cattails was effective.



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. Treatment last month of perimeter for pennywort and torpedo grass was effective.



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



Pond 21A: Pond was in much improved condition. The water level is good. Aggressive treatment for algae last month had very good results.



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



Pond 22A: Pond was in fair condition. The water level is good. Treated pond for algae.



Pond 22B: Pond was in fair condition. The water level is normal. Treated for algae by boat.



Pond 23A: Pond is in fair to 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. Treated for cattails.



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



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



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



Jim Charles

Tab 5



This agreement dated December 4, 2023 is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

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

Address 3434 Colwell Ave, Suite 200

City Tampa State FL Zip 33614

Phone 904-436-6270 Cell _____

E-mail mdobbins@rizzetta.com

Hereinafter called "CLIENT".

1. **Charles Aquatics, Inc.**, agrees to provide **Ten (10) aluminum fish barriers** in accordance with the terms and conditions of this Agreement.
2. CLIENT agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed services:

Pond 20: 7.58 s.f. @ \$55/s.f.	\$ 133.65
Pond 21A: 3.75 s.f. @ \$55/s.f.	\$ 206.25
Pond 22A: 32 s.f. @ \$55/s.f.	\$1,760.00
Pond 23A: 14.34 s.f. @ \$55/s.f. (3 barriers)	\$ 788.70
Pond 23B: 13.54 s.f. @ \$55/s.f. (3 barriers)	\$ 744.70
Pond 24C: 2.5 s.f. @ \$55/s.f.	\$ 137.50

Total price

\$4,054.05

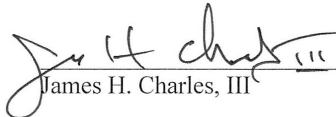
Terms & Conditions:

- 1) Payment for entire balance of service is **due no later than 30 days after date of the invoice.**
- 2) **Non-Payment, Default** - In the case of non-payment by the **CLIENT, Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one-half percent (1.5%) per month may be assessed for the period of delinquency.

Charles Aquatics, Inc.
6869 Phillips Parkway Drive South Jacksonville, FL 32256
(904) 997-0044 Fax: (904) 807-9158

- 3) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc. within 30 days of the agreement date.**
- 4) **Insurance Coverage - Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, Property Damage, Completed Operations and Product Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 5) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 6) **Authorized Agent - CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 7) **Damages - Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 8) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 9) **Alterations and Modifications** - This two (2) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

Charles Aquatics, Inc.


James H. Charles, III

Customer Signature

Date

Tab 6

Trout Creek CDD
Operations Report for December 20, 2023
(Nov. 6 – Dec.10)

Notables:

- Food Service Window ([quotes attached](#)) Exceeds the previous approved budget of \$5000.
- SJSO Off Duty Payment Process is changing and increase in rates due to use of the required portal ([attached](#))

Administration:

- Interviewed Lifestyle Directors
- Monthly Landscape Club Meeting
- Landscape RFP meeting with Supervisor Wright and Holly Spaulding of the landscape club
- Conducted 60-day on-boarding with Jeremy Loar
- Monthly meeting with Supervisor Murphy
- Meeting with Swim Team Reps (update contract)

Kayak Hub:

- November 2023 Café Sales ([attached](#))

Lifestyle Event Recap:

- Friday Night Live: Tween (ages 12-15) Glow Party
- One Day University Lecture Series
- Friday Night Live - Salute to Veterans
- Food Truck Friday
- Coffee On the Porch – Approximately 25 in attendance & a business sponsored event.
- NOVEMBER TOTAL NUMBER OF PARTICIPANTS – TicketLeap Settlement Reports ([Attached](#))
- Monthly Event Expenses ([attached](#))

Lifestyle Events (December)

- Food Truck Friday (1st, 15th & 29th)
- 3rd Holiday Open House (Adults Only)
- 8th Tween Holiday Social
- 15th Drive-In Movie (Holiday Family Movie)
- 16th Holiday Vendor Market (Winterfest), Gingerbread House Decorating, Ugly Sweater Contest, Food Trucks, Inflatables, Letters to Santa, Cookie Decorating and more
- 16th Santa Golf Cart Parade

Maintenance:

- Reinstall post at trail head.
- Work at Dog Parks (Clean and Stain 3 benches, fill in holes and Pine straw a large portion inside of the park, clean up part of entryway, and clean and stain a trash can) [picture below](#)
- Replaced broken door handle at the big dog park. [Picture below](#)
- Replace a zip line swing at outpost.
- We spent half a day picking up Christmas decorations with my trailer. Also, we spent about a day and a half adding outlets and hanging Christmas wreaths, lights, and garland.

- Had Outlets installed to hang 3 wreaths at the kayak club. We hung the wreaths and used the lift to paint the accessible brown trim on peaks of the buildings.
- Installed 2 dog waste stations (North Creek Park & Falls Park) [picture below](#)
- Replaced damaged board near trail entrance at North Creek Park
- Capped off damaged irrigation lines at 210 entrances.
- Contractors cut down 6 Dead Pine trees throughout the property.
- Replaced missing men's bathroom sign at outpost.
- Contractor replaced broken signpost.
- Installed Windshield on the John Deere gator.
- Provided oversight on Landscaping work at the outpost. [Pictures below](#)
- Obtained vendor to install pine straw in phase 3.
- Welded exercise bike handle back onto frame. [Pictures below](#)
- Change ballast and bulbs in maintenance shop.
- Quarterly air filter change (Hub)
- Adjust all timers for daylight savings and readjust when we lose power.
- Provided oversight while Landscape and pond lights were installed at kayak club.
- Started Replacing damaged windscreens on court 2.
- We started raking and rolling the courts up to 3 times a week and sweeping them in between. Along with weekly court sprinkler test. We also added 16 bags of clay this last month.
- Provided oversight for permanent lighting at kayak club.
- Sanded and painted gables of the kayak hub roof. [Pictured below](#)



Kayak Hub Roof



Exercise Bike Handle



Outpost Before



The Outpost



Dog Park Gate



Dog Stations





Dog Park

BELYNDA THARPE

General Manager

Trout Creek CDD

100 Kayak Way | St. Augustine, FL
32092

Direct 904.342.3739

Email belynda.tharpe@fsresidential.com

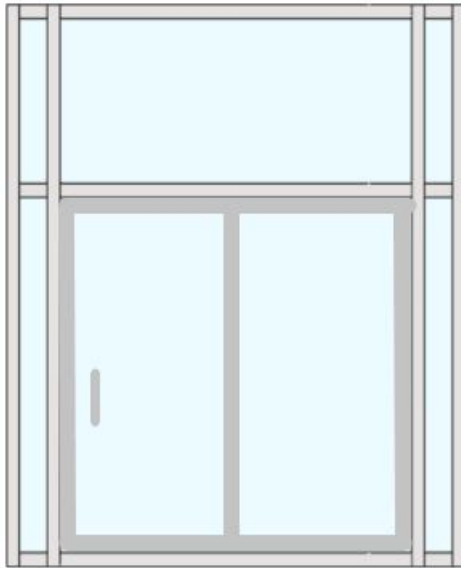


Trout Creek CDD
 100 Kayak Way
 Shearwater McDonalds
 Saint Augustine FL 32092
 Attention: Tiffany Brun

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

Quantity Description

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...

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
Total:	\$7,338.00



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: _____



ST. JOHNS COUNTY **SHERIFF'S OFFICE**

ROBERT A. HARDWICK, SHERIFF

4015 LEWIS SPEEDWAY, ST. AUGUSTINE, FL 32084 | 904.824.8304 | www.SJSO.org

HIRING OFF-DUTY DEPUTIES

St. Johns County Deputy Sheriffs are available for off-duty employment at the request of citizens and businesses. The primary intent of Off-Duty Details is to provide supplemental service to the community through a variety of law enforcement services. The business or citizen requesting the Off-Duty Detail is required to pay for the service at a rate established by the St. Johns Sheriff's Office.

DETAILS

Presence at Churches, HOAs, Construction Projects
Traffic Enforcement
Traffic Control
Security
Funeral Escorts
Social Events
Large Scale Events

RATES FOR OFF-DUTY DETAILS

Deputy \$57.75 per hour
*Supervisor \$68.25 per hour
**Lieutenant \$78.75 per hour

*A supervisor is mandatory if four or more deputies are required for a given function or event.
**A lieutenant is mandatory if two supervisors are required for a given function or event.

ROLLKALL – PAYMENT METHODS

SJSO partners with [RollKall Technologies](#) for payment from you to the deputy. Please see last page for details on client benefits.

Non-compliance with the payment policy could result in loss of future services and legal action.

Internationally and State Accredited
"First on the First Coast"





ST. JOHNS COUNTY **SHERIFF'S OFFICE**

ROBERT A. HARDWICK, SHERIFF

4015 LEWIS SPEEDWAY, ST. AUGUSTINE, FL 32084 | 904.824.8304 | www.SJSO.org

REQUESTING OFF-DUTY DEPUTY DETAILS

Procedure for hiring an Off-Duty Deputy is as follows:

Contact Off-Duty Coordinator, Angie Kasting via email akasting@sjsso.org. Your request must be submitted seven days in advance from the date of service. Upon receipt of the request, your detail will be posted and you will receive an email of confirmation in return. Please include the following items within the email:

Business Name	Business Address & Telephone
Point of Contact for Deputy: Name and Cell Number	Type of Detail (Presence, Traffic Control, Traffic Enforcement, Security)
Billing Point of Contact: Name, Cell Number and Email address	Date(s) Needed
	Hours Needed (3-hour minimum)

****PLEASE BE ADVISED THE SJSO CANNOT GUARANTEE YOUR DETAIL WILL BE FILLED BY A DEPUTY. IF/YOUR DETAIL IS FILLED, THE DEPUTY WILL CONTACT YOU AT THE NUMBER YOU PROVIDE.**

CANCELLATIONS

Cancellations are required at least 24 hours in advance of a scheduled detail. Otherwise, the three-hour minimum charge per deputy will apply.

OFF-DUTY COORDINATOR CONTACT INFORMATION

St. Johns County Sheriff's Office
Angie Kasting, Coordinator
4015 Lewis Speedway
St. Augustine FL 32084
akasting@sjsso.org
Office (904) 209-1523

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ST. JOHNS COUNTY **SHERIFF'S OFFICE**

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4015 LEWIS SPEEDWAY, ST. AUGUSTINE, FL 32084 | 904.824.8304 | www.SJSO.org



RollKall Client Portal Benefits At-a-Glance

- ✓ No more W-9s for each officer who works
- ✓ No more end of the year 1099's - RollKall managed platform gathers and provides to the officer at year-end
- ✓ View which officers are working jobs
- ✓ See what jobs are staffed and not staffed
- ✓ See when Officer is onsite, clocked in/out of the job
- ✓ Request a new job from Client Portal
- ✓ Automated payment processing – NO MORE CHECK WRITING – Pay for all services at once with secure payment processing
 - *Electronic Checks – 1 setup of ACH and that's it, every payment is a click of a button*
 - *Pay by Credit Card – 1-time setup and every payment is a click of a button*
 - *Payments can be combined and paid all at once*
- ✓ Access to complimentary \$1M General Liability insurance policy per incident - *This will cover you without risking your insurance and having claims or a premium increase. It will also cover the Officer.*
- ✓ Visibility to a detailed invoice with all rates and fees
- ✓ Access to comprehensive reporting
- ✓ Quick Pay through email

Internationally and State Accredited
"First on the First Coast"



Sales Report

Reported on Dec 06, 2023 4:42 PM EST

Nov 01, 2023 12:00 AM - Nov 30, 2023 11:59 PM

All Employees

All Devices

SALES

Gross Sales	\$1,460.00
Items	\$1,460.00
Service Charges	\$0.00
Returns	\$0.00
Discounts & Comps	\$0.00
Net Sales	\$1,460.00
Tax	\$0.00
Tips	\$0.00
Gift Card Sales	\$0.00
Refunds by Amount	\$0.00
Total	\$1,460.00

PAYMENTS

Total Collected	\$1,460.00
Cash	\$0.00
Card × 120	\$1,460.00
Gift Card	\$0.00
Other	\$0.00
Fees	(\$50.31)
Net Total	\$1,409.69

Event Settlement Report

Friday Night Live Presents: Tween Glow Party

on 11/3/2023 7:00 pm



Shearwater

Created 12/6/2023 4:36 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 (\$)
RSVP	0.00	83	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00
Totals		83	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00

Event Settlement

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

Event Settlement Report

One Day University

on 11/7/2023 12:00 pm



Shearwater

Created 12/6/2023 4:38 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 (\$)
Adult	0.00	22	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00
Totals		22	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00

Event Settlement

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

Event Settlement Report

FRIDAY NIGHT LIVE PRESENTS: SALUTE TO VETERANS

on 11/10/2023 6:00 pm



Shearwater

Created 12/6/2023 4:39 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 GUEST of a Resident	6.00	1	6.00	0.00	0.00	1.12	0.18	0	0.00	0.00	6.00	4.70
Totals		1	6.00	0.00	0.00	1.12	0.18	0	0.00	0.00	6.00	4.70

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 (\$)
Adult	0.00	107	0.00	0.00	0.00	0.00	0.00	2	0.00	0.00	0.00	0.00
Child	0.00	42	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00
Totals		149	0.00	0.00	0.00	0.00	0.00	2	0.00	0.00	0.00	0.00

Event Settlement

Amount Due from Ticketleap	\$4.70
Less: Amount Due to Ticketleap	(\$0.00)
Total Due (to)/from Ticketleap	\$4.70

Event Settlement Report

One Day University

on 11/14/2023 12:00 pm



Shearwater

Created 12/6/2023 4:38 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 (\$)
Adult	0.00	19	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00
Totals		19	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00

Event Settlement

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

Event Settlement Report

One Day University

on 11/21/2023 12:00 pm



Shearwater

Created 12/6/2023 4:38 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 (\$)
Adult	0.00	17	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00
Totals		17	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00

Event Settlement

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

Event Settlement Report

One Day University

on 11/28/2023 12:00 pm



Shearwater

Created 12/6/2023 4:38 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 (\$)
Adult	0.00	22	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00
Totals		22	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00

Event Settlement

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

Nov-23

EXPENSES

TOTAL EXPENSES	Estimated	Actual
	\$0.00	\$3,500.03

Tween Glow Event	11/3/2023	Actual
Sky Events Unlimited		\$1,330.00
Pizza		\$193.47
Drinks/Ice		\$28.09
Cookies/Plates/ Napkins		\$59.94
Total	\$0.00	\$1,611.50

Salute to Veterans Event	11/10/2023	Actual
Food		\$336.56
Veterans Brewery/Drinks/Ice		\$735.82
Tablecovers/Napkins		\$22.56
Band		\$600.00
Total	\$0.00	\$1,694.94

Coffee & Conversation	11/8/2023	Actual
Flowers		\$8.52
Breakfast Itmes		\$156.83
Coffee		\$21.98
Cutlery		\$6.26
Total	\$0.00	\$193.59

Column1	Column2	Column3
Total	\$0.00	\$0.00

Column1	Column2	Column3
Total	\$0.00	\$0.00

Column1	Column2	Column3

Miscellaneous	Estimated	Actual

Total	\$0.00	\$0.00

Tab 7

**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 20th day of December 2023, by and between:

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

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

RECITALS

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

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

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

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

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

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

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

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

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

material part of this Agreement.

2. **TERM.** This Agreement shall commence upon the 20th day of December 2023, 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.** 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 2023

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 3 hours. The Mock Meet will occur on at a date and time as determined by the General Manager and Team during a Saturday in May. The Mock Meet will utilize all six (6) lanes and run the timing/starting systems. The exact date of the Mock Meet will pre-scheduled with the General Manager or his/her on-site management designee at least fifteen (15) days prior. The Mock Meet will be residents only, but 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. Weeknight Meets (if they occur) will start at 6pm with warmups beginning at 5pm and setup beginning at 3:30pm. Opposing, non-resident teams will attend up to three (3) swim meets. Swim meets are scheduled in cooperation with the swim team, swim league with approval unless otherwise specified by the General Manager or his/her on-site management designee.
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 – July 12

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

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.
13. The Swim Team may permit select team sponsors to attend (spectate) swim meets, setup a booth, and interact with swim parents. Sponsors with a booth or interactive activities must provide a certificate of insurance added the District as an additional insured upon District request.
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. 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, or designee. Dates and times for the meets for the upcoming season will be finalized by March 15, 2024.
 - 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 the Swim Team season to address questions or concerns. Additionally, within 4-6 weeks of the conclusion of the swim season, the Facilities Management Team 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 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. Parking for the visiting team will be directed to Pine Tree Lane where parking will occur along the empty street with vehicles parked at 45 degree angles to the open lane.

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 officer to be present and monitor parking during the swim meets.

A shuttle will make roundtrips from the Pine Tree Lane 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 TCE school parking lot.

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 Timberlin Creek Elementary 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 Timberlin Creek Elementary 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 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



BAB Tennis Courts
RESURFACING CONSTRUCTION MAINTENANCE

Shearwater Resurfacing Project Estimate

Name: Shearwater Tennis Club	From: Brian Bullock
Address: 100 Kayak Way Trout Creek CDD	Date: 11.30.23
contact: Jeremy Loar FS Residential	Phone Number: 352-572-0179

Estimate

Here is the Invoice that we spoke about for the resurfacing of your 4 clay courts.

* Resurfacing to include removal of existing dead material, removal of existing lines and nails, laser grade of existing surface and installation of **6tons** of new material per court. Installation of new lines and nails and sanding and repainting of existing net posts. Re-installation of existing net. Rolling of courts until appropriate compaction.

Owner is responsible for rolling courts for firmness after completion.

B.A.B has a strict quality control program and we are extremely careful when administering services and we supply our customers with a 12 month warranty on work performed, however we are not responsible for any patios, pavers, concrete, asphalt or landscape damage while working in the area .

Customer must provide a properly functioning irrigation system (with a minimum of 40 psi) and water and power within 50ft.

Cost per court \$6,150.00 (4)

Total Cost- \$24,600.00

Complimentary Services:

Sanding and repainting net posts for each court we resurface.

We thank you, as always, for the opportunity to serve you.

Best,
Brian Bullock
B.A.B Tennis Courts

P.O Box 5212 Ocala, FL 34478 352-572-0179
www.babtennis.com



J COURTS INC.

2604 WRENCREST CIRCLE
VALRICO, FL 33596

Estimate

Date	Estimate #
11/8/2023	1152

Name / Address
100 KAYAK WAY ST. AUGUSTINE, FL 32092

Project

Description	Qty	Rate	Total
LASER GRADE 4 HARTRU TENNIS COURTS TO ASBA BUILDER GRADE 1" CLAY DEPTH, WITH 67.5 TONS/ 3 SEMI OF HARTRU CLAY. NEW HERRINGBONE LINE TAPES INSTALLED. ALL SUPPLIES INCLUDED: 67.5 TONS CLAY, HERRINGBONE LINE TAPES, 3" ALUMINUM NAILS, BOBCAT AND EQUIPMENT. SPACE NEEDED FOR DUMPSTER, TRAILER AND TRUCK PARKING FOR LENGTH OF PROJECT. DUMPSTER PROVIDED BY FACILITY.	1	57,500.00	57,500.00
KAYAK		Total	\$57,500.00