



Rizzetta & Company

Trout Creek Community Development District

**Board of Supervisors' Meeting
February 15, 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**

February 8, 2023

AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **February 15, 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' Meeting held on January 18, 2023..... Tab 1
 - B. Ratification of the Operation and Maintenance Expenditures for December 2022 Tab 2
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 1. Update on Tree Agreement
 - C. Construction Administrator
 - D. Landscape Manager
 1. VerdeGo Report Tab 3
 2. Prestige Report Tab 4
 - E. Community Director Tab 5
 1. Charles Aquatics Service Report Tab 6
 - F. District Manager
- 5. BUSINESS ITEMS**
 - A. Presentation by Swim Team Regarding Usage of Facility for 2023 Season Tab 7
 1. Guidelines for Usage
 2. Agreement
 - B. Consideration of Election Day Polling Location Request Tab 8
 - C. Consideration of Marquee Sign Proposal Tab 9
 - D. Consideration of Seat Cushion Quotes..... Tab 10
 - E. Consideration of Additional Lifeguard Hours..... Tab 11
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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

Yours kindly,
Melissa Dobbins

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 **regular** meeting of the Board of Supervisors of Trout Creek Community Development District was held on **January 18, 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

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Co., Inc.
Katie Buchanan	District Counsel, Kutak Rock, LLP
Matt Melchiori	District Engineer, Prosser Inc. (via speakerphone)
Barry Jeskewich	Community Director, CCMC
Scott Settlemires	VerdeGo Landscape

Members of the public present.

FIRST ORDER OF BUSINESS

Call to Order

Ms. Dobbins called the meeting to order at 3:04 p.m.

SECOND ORDER OF BUSINESS

**Audience Comments Agenda
Items**

Audience member requested first section of Audience Comments be open to all general comments.

Audience member had concerns regarding pond 7A per Pond Report.

50 **THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of
the Board of Supervisors'
Meeting held December 14, 2022**

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53
On a motion by Mr. Murphy, seconded by Mr. Sajkowski, with all in favor, the Board approved the minutes of the Board of Supervisors' Meeting held December 14, 2022, for Trout Creek Community Development District.

54
55 **FOURTH ORDER OF BUSINESS**

**Ratification of Operation and
Maintenance Expenditures for
November 2022**

56
57
58
On a motion by Mr. Murphy, seconded by Mr. Stone, with all in favor, the Board ratified the Operation and Maintenance Expenditures for November 2022 in the amount of \$99,965.98, for Trout Creek Community Development District.

59
60 **FIFTH ORDER OF BUSINESS**

Ratification of Requisitions

61
62 **1. CUS Series 2020; 84-92, 93-98, 99-100, 102, 104-107**

63
On a motion by Mr. Stone, seconded by Mr. Sajkowski, with all in favor, the Board ratified the requisitions from CUS Series 2020; 84-92, 93-98, 99-100, 102, 104-107, for Trout Creek Community Development District.

64
65 **SIXTH ORDER OF BUSINESS**

Staff Reports

- 66
67 A. District Counsel
68 Ms. Buchanan reviewed the modified Golf Cart Usage Policy to only state
69 that usage shall be in accordance with St. Johns Ordinance 2018-42, as
70 may be amended or replaced. Discussion ensued.
71

On a motion by Mr. Stone, seconded by Mr. McCollum, with all in favor, the Board accepted the modified Golf Cart Usage Policy, for Trout Creek Community Development District.

72
73 Ms. Buchanan updated the Board that the Audience Comment sections
74 were established to give the public opportunity to comment before a vote
75 was taken on an agenda item, which was adopted per Resolution 2022-
76 01. Ms. Buchanan will send a copy to the Board for review.
77

78 Ms. Buchanan stated she received a question prior to the meeting and
79 wanted to confirm for the Board that the CDD does not require a manager
80 or staff member to hold a CAM license.
81
82

83 Ms. Buchanan updated the Board that the ESC agreement was sent to the
 84 vendor, and she is waiting for their response. She will work with the Chair
 85 to execute if the final copy is received. Mr. Sajkowski requested that the
 86 Board further review if moving forward with this additional soil testing is
 87 the best choice and best use of District funds. Discussion ensued and by
 88 majority vote, Mr. Sajkowski opposed, the agreement was to continue
 89 moving forward to be executed for the soil to be tested.

90
 91 The Board further noted, after ESC has their diagnosis, they are expecting
 92 to have an overview to either replace specific trees or a redesign option.
 93 They also agree that ESC should be at the next meeting or to report back
 94 at the next meeting, but the agreement should have a built-in date to
 95 finalize the report.

96
 97 B. District Engineer

- 98 1. Update on Tree Remediation – (*Discussion ensued under*
 99 *District Counsel’s Report.*)

100
 101 The Board updated Mr. Melchiori that it was requested at the last meeting
 102 that an overview of the roadways needs to be done regarding current
 103 status and future life expectancy. Board directed Mr. Melchiori to review
 104 this further with Mr. Davis in order for this be completed.

105
 106 C. Construction Administrator

107 Mr. Wright requested an update on the back entrance. Mr. McCollum
 108 reminded the board that there is a time deadline for the school to be open
 109 which is by August 2024. And since there is not a time deadline for the back
 110 entrance, the school takes priority. Mr. Murphy noted that it was stated by
 111 the Fire Marshal that the construction entrance can be used in an
 112 emergency.

113
 114 Mr. McCollum updated the Board that the developer is ready to start the
 115 bidding process for Timberwolf Trail, which will be developer funded but built
 116 by the District. He requested that the Board approve for him to move forward
 117 with staff on the bidding process.

118
 On a motion by Mr. Stone, seconded by Mr. Wright, with all in favor, the Board approved staff to move forward on the bidding process for Timberwolf Trail, for Trout Creek Community Development District.

119
 120 Mr. Wright requested to see if any trees being cleared in this new section
 121 could be used. Mr. McCollum stated he will allow a District representative to
 122 review the trees to see if that is a possibility.

123
 124 D. Landscape Manager

- 125 1. Prestige Landscape Report
 126
 127 2. VerdeGo Landscape Report

128 Mr. Settlemires reviewed his report. It was noted that there may be
 129 areas that are still missing mulch that are not part of their scope. The
 130 Board requested Mr. Jeskewich to review these areas with VerdeGo.
 131

132
 133 Mr. Wright mentioned he had concerns with some washout areas that
 134 are damaging landscaping. It was noted these areas were not
 135 maintained by the CDD at this time and are the builder's responsibility
 136 to fix. Mr. McCollum asked Mr. Roane to review further with the
 137 builders.
 138

- i. Consideration of VerdeGo Proposal for Falls Park
 Common Beds
 This item was tabled.

143 E. Community Director

144 1. Charles Aquatics Service Report

145 Mr. Jeskewich reviewed his report. He introduced the residents that have
 146 joined the Landscape Club to help review concerns that will be brought to
 147 his and the landscaper's attention. He will have an update on pool
 148 cushions at the next meeting and the Board will review a request by the
 149 swim team for them to renew their agreement to use the facility during the
 150 2023 season. Mr. Sajkowski requested staff to look at options of a
 151 marquee sign to be posted at the entry of the community to communicate
 152 events and meetings. The board agreed.
 153

154 F. District Manager

155 Ms. Dobbins noted that she and counsel are working on a water utility
 156 agreement with the HOA since there are some District water meters tied to
 157 HOA property. She is also going to review possible dates for a budget
 158 workshop for the board to be held in April.
 159

160 **SEVENTH ORDER OF BUSINESS**

Discussion Regarding Janitorial Services

163 Mr. Jeskewich noted that he believes the District could get more use for its funds if
 164 janitorial services were not provided by a third party. After discussion, the Board requested
 165 Mr. Jeskewich to review options for CCMC to take over the janitorial services to bring back
 166 at a future meeting.
 167

168 **EIGHTH ORDER OF BUSINESS**

**Consideration of Maintenance
 ATV Golf Cart**

171 Mr. Jeskewich requested that he be able to purchase another maintenance ATV for staff
 172 to use to help maintain District property. Discussion ensued.
 173

On a motion by Mr. Sajkowski, seconded by Mr. Murphy, with all in favor, the Board approved a not to exceed amount of \$19,000 for an ATV and Trailer, subject to it having a rollbar, for Trout Creek Community Development District.

174
175 **NINTH ORDER OF BUSINESS**

**Audience Comments and
Supervisor Requests**

176
177 **Supervisor Requests:**

178
179 Mr. Murphy stated he still has concerns of oversight over scope of work on District
180 property.

181
182 Mr. Wright noted that new landscape material has a time warranty and there can be an
183 urgency to replace it.

184
185 **Audience Comments:**

186
187 Audience had comments and concerns regarding the following:

- 188
189 - Request Board and staff to review use of space before cushions are purchased
190 and recommended signs and wipes be placed out to help residents clean up after
191 themselves.
192 - Swim Team representative stated that he wanted a list of any infractions from
193 last season so he is prepared for the February meeting with the Board.
194 - Request for bike racks. Mr. Jeskewich noted they have been ordered.
195 - Request that communication be sent out regarding Golf Cart revised policy and
196 to have it investigated if the golf pathway needs to have an updated speed limit
197 sign.
198 - Mr. Dillon expressed concerns regarding potential liability related to the CCMC
199 contract and whether the CDD is required to utilize a licensed CAM. Ms.
200 Buchanan advised that the CDD's amenity manager was not required to be a
201 licensed CAM. The Board requested that Mr. Dillon provide his concerns to Ms.
202 Buchanan for her review and response.

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205 **TENTH ORDER OF BUSINESS**

Adjournment

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On a motion by Mr. Wright, seconded by Mr. Sajkowski, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 5:58 PM, 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 December 2022

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2022 through December 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$156,433.08**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
A & B Asphalt Repair, Inc	100164	221061	Remove & Replace Damaged Asphalt 10/22	\$ 3,700.00
Art-Z-Faces, Inc.	100147	ArtZFaces 12/22	Talent for Boo Bash 10/22	\$ 1,175.00
AT&T	ACH	904 230-0054 001 0562 11/22 Autopay	Cable & Internet Services 11/22	\$ 599.05
AT&T	ACH	323382736 6/11	TV & Internet Services 12/22	\$ 170.08
Audie Gibson	100148	Gibson 11/22	Reading With Santa 11/22	\$ 150.00
Bouncers, Slides and More, Inc.	100166	Winterfest 12/22	Winterfest 12/18/22	\$ 2,650.00
	100167	SJSO22CAD274199	Deputy Services 12/22	\$ 330.00
First Coast Franchising - Jani-King	100149	JAK11220415	Janitorial Services 11/22	\$ 4,275.72
First Coast Franchising - Jani-King	100149	JAK11220487	Increase in Janitorial Fees 11/22	\$ 564.00
First Coast Franchising - Jani-King	100168	JAK12220551	Janitorial Services 12/22	\$ 143.93
Florida Department of Revenue	100169	51-8016045527-4 08/22	Sales & Use Tax 08/22	\$ 707.89
Florida Department of Revenue	100172	51-8106045527-4 09/22	Sales & Use Tax 09/22	\$ 273.40
Florida Department of Revenue	100170	51-8016045527-4 10/22	Sales & Use Tax 10/22	\$ 218.76

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Department of Revenue	100171	51-8016045527-4 11/22	Sales & Use Tax 11/22	\$ 55.34
Florida Power & Light Company	ACH	03602-11429 11/22	Electric Services 11/22	\$ 28.14
Florida Power & Light Company	ACH	Autopay 324 39473-03305 12/22	Electric Services 12/22	\$ 58.91
Florida Power & Light Company	ACH	Autopay 324 98411-59305 11/22	Electric Services 11/22	\$ 34.71
Florida Power & Light Company	ACH	Monthly Summary 12/22	Electric Services 12/22	\$ 8,156.02
Frank Murphy	100173	FM121422	Board of Supervisors Meeting 12/14/22	\$ 200.00
Greenway Lawn & Landscape	100174	20238	Pine Park/Mulch	\$ 21,150.00
Hardscape Construction, Inc.	100150	3481	Install Pavers 11/22	\$ 4,650.00
IPFS Corporation	100151	Liability Insurance 3rd Payment	Liability Insurance 3rd Payment	\$ 5,099.22
IPFS Corporation	100175	Liability Insurance 4th Payment	Liability Insurance 4th Payment	\$ 5,099.22
	100176	SJSO22CAD268665	Deputy Services 12/22	\$ 165.00
JEA	ACH	963462977 1/2	Water-Sewer Combination Services 11/22	\$ 34,253.96
Kutak Rock, LLP	100152	3141455	Legal Services 10/22	\$ 3,957.15

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Nadars	100161	49303977	Rodent Control Services 11/22	\$ 176.00
Nadars	100161	49358627	Pest Control Services 11/22	\$ 110.00
Nadars	100161	49358630	Pest Control Services 11/22	\$ 90.00
Poolsure	100153	131295610637	Pool Chemicals 11/22	\$ 2,741.04
Prestige Landscapes of North Florida, Inc.	100162	2600	Landscape Services 11/22	\$ 4,761.66
Prosser, Inc.	100179	49191	Engineering Services 12/22	\$ 2,420.75
Republic Services	ACH	0687-001273714 11/22	Waste Services 11/22	\$ 252.17
Rizzetta & Company, Inc.	100160	INV0000073233	District Management Services 12/22	\$ 4,412.59
	100154	SJSO22CAD252344	Deputy Patrol 11/22	\$ 165.00
Roy Green	100155	Green110522	Bingo 11/22	\$ 250.00
Southeast Fitness Repair	100156	110222	Fitness Equipment Repairs 11/22	\$ 1,558.75
Southeast Fitness Repair	100180	120922	Fitness Equipment Repair 12/22	\$ 1,300.64
TECO	100181	221008807697	Natural Gas Services 12/22	\$ 416.29

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Trutech LLC	100182	2960012	Pest Control Services 11/22	\$ 122.00
Trutech LLC	100182	523250 3017503	Pest Control Services 12/22	\$ 122.00
Vallencourt Construction Co., Inc.	100163	7571-01	Inlet Repair 11/21	\$ 1,253.92
VerdeGo, LLC	100157	9637	Landscape Maintenance & Irrigation Repairs 10/22	\$ 6,692.84
VerdeGo, LLC	100157	9805B	Landscape Maintenance 11/22	\$ 25,835.66
VerdeGo, LLC	100157	9805C	Landscape Maintenance 11/22	\$ 3,191.27
Vexacor Supply Group, LLC	100183	M564805.	Coffee Bar Rental 11/22	\$ 165.00
VGlobal Tech	100158	4433	Website Maintenance 11/22	\$ 300.00
VGlobal Tech	100184	4526	Website Maintenance 12/22	\$ 300.00
VGlobal Tech	100184	4527	Website Maintenance 12/22	\$ 400.00
	100159	SJSO22CAD263044	Deputy Patrol 11/22	\$ 330.00
Vincent J Sajkowski	100185	VS121422	Board of Supervisors Meeting 12/14/22	\$ 200.00
William Guerrant	100186	Shuttle Service 12/22	Shuttle Service 12/22	<u>\$ 1,000.00</u>

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
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Report Total

\$ 156,433.08

Tab 3

VerdeGo

PO Box 789, Bunnell, FL 32110
386-437-3122 - Bunnell
904-797-7474 – St. Augustine



LANDSCAPE STATUS REPORT

REPORT SUMMARY

REPORT DATE	PROPERTY NAME	PREPARED BY	MONTH OF SERVICE
2/3/2023	Shearwater	Scott Settlemares	January

SERVICES SUMMARY

COMPLETED IN {{MAIN.SERVICEMONTH}}

- Full-Service Maintenance (Mowing/Edging/String Trimming/ Blowing)
- Detail Work (Weeding/Pruning)
- Irrigation Inspection Wet Check
- Cutbacks started of native grasses
- Chem/Fert application for turf

ANTICIPATED FOR NEXT MONTH

- Full-Service Maintenance (Mowing/Edging/String Trimming/ Blowing)
- Detail Work (Weeding/Pruning)
- Irrigation Inspection Wet Check
- Continued cutbacks of native grasses

COMMENTS

TURF

Mostly Dormant

TREES & SHRUBS

Limited growth

PLANT BEDS

Mulch has been completed across the property. Showing good weed suppression

OTHER

Chem/Fert application of pre/post emergent to eliminate and prevent broadleaf weeds in turf



Spray Report

Customer: Verdego

Property: Shearwater

Date: 1/13-17/2023

Area treated +/- 28 acres

Total gallons used- 5000

Product:

30-10-10 @ 8lbs per acre

Atrazine @ 64oz per acre

Prodiamine @ 1lb per acre

Simazine @ 64oz per acre (Bermuda)

2,4-D @ 10oz per acre

Rometsol @ .4oz per acre

Target for this application was to improve the overall health of the turf. Pre/Post-emergent herbicides were applied to prevent and eliminate broadleaf weeds.

Tab 4



PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

January 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



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

January, 2023

Berry Jeskewich, Community Director
CCMC
100 Kayak Way
St. Augustine, FL 32092

Re: Landscape Maintenance Service Report

Dear Mr. Jeskewich,

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

Bi-Weekly Maintenance

Our crews are performing detail work each site visit. With the turf now into dormancy, our crews are instructed to keep the mow height at our summer height which is 4.5". We are also hand pulling any winter turf weeds that pop up so we do not have regrowth throughout the property.

Irrigation

Our irrigation team completed the monthly inspection which included nozzle cleaning and head/nozzle adjustments as needed throughout the property. We have reduced our run times and run days to adjust for the off season. Our team repaired a few irrigation mainline breaks due to the silt fence install along the ph3 townhome property lines. We also repaired heads around the lift station caused by site grading.

Agronomics

Our chem team completed the Jan. 2023 pre-m application and post weed control application at the Outpost. Turf is looking good for a spring flush. We will apply the spring fertilization in March.

If you have any questions after reviewing our report, please contact me at any time.

Sincerely,

Chris Kenny
Owner/President
chris@pliflorida.com
904.315.8041

Tab 5



SHEARWATER®

Trout Creek Community Development District
Board of Supervisor Meeting
February 15, 2023
CCMC Management Report

- Administrative/Operations:
 - Personnel update
 - Pool Heater Proposal
- Landscaping:
 - Landscape Club Update
- Maintenance:
 - Update on the replacement of porch seating cushions
 - Slide Renu project report
- Safety & Security
 - No incidents to report

Tab 6



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: January 24, 2023

Biologists: Jim Charles,
Bill Fuller

Client: Trout Creek CDD

Waterways: 24 ponds

Entry Pond: Pond was in good condition. No invasive species noted. Water level is normal.



Amenity Pond: This pond was in very good condition. Water level is good. No invasive species noted.



Pond 1a: This pond was in very good condition. Water level is normal. No invasive species noted.



Pond 1b: This pond was in good condition. Water level is normal. No invasive species noted.



Pond 2a: This pond was in very good condition. Water level is normal. No invasive species noted.



Pond 2b: This pond was in very good condition. Pond level is normal. No invasive species noted.



Pond 3a: This pond was in good condition. Water level is normal. No invasive species noted.



Pond 6: This pond was in very good condition. Water level is normal. No invasive species noted.



Pond 7a: Pond was in good condition. Water level is normal. No invasive species noted.



Pond 7b: Pond was in good condition. Water level is normal. Had a good kill on the perimeter vegetation.



Pond 7c: Pond was in very good condition. Water level is normal. No invasive species noted.



Pond 8a: Pond was in good condition. Water level is normal. No invasive species noted.



Pond 9a: Pond was in very good condition. Water level is normal. No invasive species noted.



Pond 9b: Pond was in good condition. Water level is normal. Noted minor erosion along shoreline.



Pond 9c: Pond was in good condition. Water level was normal. No invasive species noted.



Pond 10a: Pond was in good condition. Water level is good. Had a god kill on the perimeter vegetation.



Pond 10c: Pond was in good condition. Water level is normal. No invasive species noted.



Pond 10d: Pond was in good condition. Had a good kill on the perimeter vegetation.



Pond 11a: Pond was in good condition. Had a good kill on the algae.



Pond 11b: Pond was in good condition. Water level is good. Had a good kill on the naiad and typha.



Pond 11c: Pond was in very good condition. Water level is normal. No invasive species noted.



Pond 12a: Pond was in very good condition. Water level is normal. No invasive species noted.



Pond 14: Pond was in good condition. Water level is good. Had a good kill on the perimeter vegetation.



Pond 14b: Pond was in very good condition. Water level is normal. Had a good kill on the perimeter vegetation.



Jim Charles

Tab 7

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

THIS AGREEMENT is made and entered into as of this 15th day of February 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, FL, 33614 (hereinafter “District”) and

Shearwater Sharks Swim Team, Inc., a Florida non-profit corporation, whose mailing address is 365 Beale Avenue, St, Augustine, FL. 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 15th day of February 2023, and shall terminate on July 28, 2023 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. There shall be no non-resident participation during practice during the 2023 season. 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 District 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 District Manager or his/her onsite management designee to update the parking protocols.
4. **SCHEDULING.** Swim Team shall coordinate services directly with the District 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 District 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. Further payment for use of the facilities will not be collected..
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, FL. 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 W. 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**

[Print Name of Witness]

Chairperson, Board of Supervisors

ATTEST:

SHEARWATER SHARKS SWIM TEAM

[Print Name of Witness]

James Hale, President

- Exhibit A: Guidelines for Swim Team Usage
- Exhibit B: Exhibit D: Form of Waiver
- 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 District 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.
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.
6. Swim Team may utilize starting blocks provided by the Swim Team. Two (2) starting blocks will be installed no earlier than the first swim practice scheduled for early May 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. Four (4) additional starting blocks will be installed and used during home swim meets and including the Mock Meet. Blocks will be stored in District’s maintenance closet 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 during a regularly scheduled evening practice in late 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 District Manager or his/her on-site management designee at least fifteen (15) days prior. The Mock Meet will be residents only and will not utilize shuttles or parking marshals.
8. The Swim Team will host up to three (3) swim meets during the 2023 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 at 5:30am. Weeknight Meets 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 for the following dates, unless otherwise specified by the District Manager or his/her on-site management designee.
 - A. Friday, June 2nd – Heritage Landing with rain makeup Monday night June 5th.
 - B. Saturday, June 24th – Julington Creek with rain makeup Monday night June 26th.

9. Practice must reflect the following schedule. Any deviation from the schedule outlined below shall be approved in advance by the District Manager or his/her on-site management designee.
 - A. April 17 – May 25
Monday, Tuesday, Wednesday, and Thursday
5:00 p.m. – 8:00 p.m.
Saturday
7am-10am
 - B. May 30– July 13
Monday and Wednesday
5:00 p.m. – 8:00 p.m.
Tuesday and Thursday
7:00 a.m. – 10:00 a.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 District Manager in a timely manner.
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.
13. The Swim Team may permit select team sponsors to attend (spectate) swim meets, setup a booth, and interact with swim parents.
14. All Swim Team swimmers must be capable of swimming a minimum of twenty-five yards continuously.
15. During Swim Team practice, two (2) swimming lanes will be available for general resident recreation swimming, if needed. 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 three (3) lanes, with two (2) lanes available for general resident recreation swimming, if needed.
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 as well as at the end of season after the final swim meet is completed. 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.
22. The Swim Team does not permit non-resident 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:
 - 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. The events will run no longer than 4 hours each and will be pre-scheduled with the District Manager or his/her on-site management designee at least fifteen (15) days prior.

24. The Swim Team respectfully requests that any and all concerns occurring during the swim season be written and communicated within five (5) business days of said concern.
25. Within 4-6 weeks of the conclusion of the Swim Team season, 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- 2023

The Shearwater Sharks will offer the following parking plan to be utilized during the (2) home meets in 2023 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 2023 season. Parking for the visiting team will be directed to TIMBERLIN CREEK ELEMENTARY SCHOOL (TCE), 555 Pine Tree Lane, Saint Augustine, Florida 32092.

Principal Linda Edel has permitted the Shearwater Sharks Swim Team to utilize the school parking lot during home swim meets to accommodate visiting teams, greatly reducing the burden on the Kayak Club Parking lot.

Swim Team will distribute parking tags electronically to all home and visiting Swim families requesting that it be displayed on the vehicle's dashboard.

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.

A shuttle will make roundtrips from the TCE 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 use of shuttles will be utilized on a trial basis for the 2023 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.

Parking

Type

-  Swim Meet Parking (46)
-  Reserved for Other Residents (36)
-  Golf Cart Space



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



January 30, 2023

Barry Jeskewich
Shearwater Amenities Ctr
100 Kayak Way
St. Augustine, FL 32092

Dear Barry Jeskewich,

Thank you on behalf of the voters of your neighborhood for allowing the Supervisor of Elections use of your facility as an Election Day polling location during the 2022 elections. The use of your facility provided a quiet, neutral place where many voters came to exercise their right to vote. I also appreciate the assistance of your staff members who worked closely with our staff and workers to facilitate the delivery, set up, pick up and actual work of the precinct on Election Day. As you can tell, it takes many hands to roll out a successful election and much preparation for Election Day.

At this time, there are no elections scheduled for St. Johns County during 2023. We would like to request the use of your facility again during the 2024 election cycle on Election Day as a polling location.

There are three elections scheduled for 2024. Here are the election dates:

March 19 th	Presidential Preference Primary Election
August 20 th	Primary Election
November 5 th	General Election

As in 2022, delivery of equipment is the day prior to each Election Day, and pickup is the day following the election.

Please respond either way to let us know if we have your approval to continue to use your facility during the 2024 elections as an Election Day polling place, or whether we will no longer be able to use your facility.

Again, thank you and please feel free to contact me should you have any questions, concerns or need further information. I look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink that reads "Vicky Oakes".

Vicky Oakes
Supervisor of Elections

*** Under Florida Law, FS 119, email addresses are public record. If you do not want your email address released in response to a public records request, do not send emails to this entity. Instead, please contact this office by phone or in writing.

Tab 9

Value is in the details. We are the marketplace for commercial and residential signage, decorative street-scapes, customized street signs, community signs, message boards and coordinating mailboxes, both individual and cluster boxes. Whether you looking for wood or aluminum we are the experts in design, manufacturing and installation. Whatever your design, marketing signage or development needs may be, we offer many solutions and options in our consultation with you. In working with you we offer design, workmanship and customer service. When you are making an investment in your home, community or commercial project you are looking for more than just the value you receive in price. You want exceptional customer service that is quality based and customer driven. This is what makes us different. This is what we are about.



SUNDANCER SIGN GRAPHICS

Your custom street sign and mailbox experts

PROPOSAL FOR:

SHEARWATER





PROJECT:

- **BUILD AND INSTALL NEW MESSAGE BOARD FOR FRONT OF SHEARWATER NEIGHBORHOOD**

We have different options available to meet each communities needs. The message board for Coastal Oaks is something we have done many of and can customize to fit Shearwater.





Pricing:

Coastal Oaks Style	\$2250.0
	0
Bartram Springs Style	\$1650.0
	0
Johns Creek Style	\$1750.0
	0
Delivery / Install	\$
	150.00

Tab 10



100% made in America



CUSTOM CUSHIONS CUSTOM PILLOWS CUSTOM DRAPES CUSTOM UMBRELLAS HELP CENTER DIY FABRICS BLOG

Cushion Source® > Custom Cushions > Deep Seat Cushions > Chair Cushions > Custom Deep Seating Chair Cushion Set

Custom Deep Seating Chair Cushion Set

SKU: CS-112-BXKBP



\$238.34

Qty 1

ADD TO CART

- [1. Fabric](#)
- [2. Welting](#)
- [3. Dimensions](#)
- [4. Seat Fill](#)
- [5. Back Fill](#)
- [6. Corners](#)
- [7. Ties](#)

Fabric Selection

Choose a different fabric

Address: 1234 Main St, Anytown, CA 90210

Select from our hundreds of in-stock fabrics or send us your own fabric by selecting Customer Fabric (COMFAB) in our Fabric Gallery.

Custom Deep Seating Chair Cushion Set



PREVIOUS STEP

NEXT STEP

Product Overview

We believe your deep seating chair should fit your furniture perfectly, as well as fitting your personal taste in color/pattern for the fabric choice. We offer multiple fill types, including indoor and outdoor versions, as well as our exclusive Optimal Comfort fill.

Choose from hundreds of fabrics, including high-performance Sunbrella, or send us your own (COM) fabric you bought elsewhere.

View More Information

- [Fabric Samples](#)
- [Customer's Own Material](#)
- [Shipping](#)
- [Return Policy](#)
- [Satisfaction](#)

Product Specifications

Approximate Shipping Weight: 12.00 pounds

Ships in: 3 to 4 weeks

Ship method: [Standard Ground](#)

Ship cost: Calculated in Cart

User rating:

Bundled Package Includes

The items in this bundled product can also be purchased individually.

[Custom Deep Seating Seat Cushion](#)

[Custom Deep Seating Back Cushion](#)

Customers who have purchased this item have also been interested in the following items.

[Custom Bolster Pillow](#)

[Custom Throw Pillow](#)

[Custom Lumbar Pillow](#)

Company Information

- [About Us](#)
- [Contact Us](#)
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100% Polyester | Made in America



CUSTOM CUSHIONS CUSTOM PILLOWS CUSTOM DRAPES CUSTOM UMBRELLAS HELP CENTER DIY FABRICS BLOG

Cushion Source® > Custom Cushions > Deep Seat Cushions > Chair Cushions > Custom Deep Seating Seat Cushion

Custom Deep Seating Seat Cushion

SKU: CS-112-2AWT6



\$126.62

Qty 1

ADD TO CART

- 1. Fabric
- 2. Welting
- 3. Dimensions
- 4. Fill
- 5. Corners
- 6. Ties

Fabric Selection

Choose a different fabric

View all available fabric options

Select from our hundreds of in-stock fabrics or send us your own fabric by selecting Customer Fabric (COMFAB) in our Fabric Gallery.

Custom Deep Seating Cushion



PREVIOUS STEP

NEXT STEP

The product images shown are only representations of your chosen options and may not include all details. They should not be considered exact proofs.

Product Overview

Individual seat cushions for deep seating furniture are hard to find, especially in the right size and fabric. We allow you to input your own custom dimensions and choose from hundreds of fabrics (even the ability to send us your own fabric you bought elsewhere!) to create the exact deep seating seat cushion you need.

We offer several fill types for deep seating cushions, including our exclusive Optimal Fill.

View More Information

- Fabric Samples
- Customer's Own Material
- Shipping
- Return Policy
- Satisfaction

Product Specifications

Approximate Shipping Weight: 6.00 pounds

Ships in: 3 to 4 weeks

Ship method: [Standard Ground](#)

Ship cost: Calculated in Cart

User rating:

Bundled Items

This product can also be purchased as part of the following bundle.

Custom Deep Seating Chair Cushion Set

Customers who have purchased this item have also been interested in the following items.

[Custom Throw Pillow](#)

[Custom Lumbar Pillow](#)

[Custom Bolster Pillow](#)

Company Information

- [About Us](#)
- [Contact Us](#)
- [Press Room](#)

Site Information

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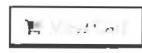


[Commercial Buyers](#)

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100% Cotton or Polyester made in America

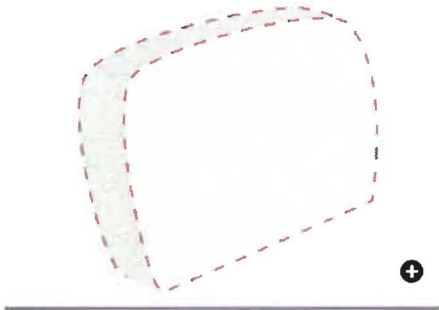


CUSTOM CUSHIONS CUSTOM PILLOWS CUSTOM DRAPES CUSTOM UMBRELLAS HELP CENTER DIY FABRICS BLOG

Cushion Source® > Custom Cushions > Deep Seat Cushions > Chair Cushions > Custom Deep Seating Back Cushion Unique

Custom Deep Seating Back Cushion - Unique Shape

SKU: CS-112-GJZU4



\$111.72

Qty 1

AUD TO CART

- 1. Fabric
- 2. Welting
- 3. Dimensions
- 4. Fill
- 5. Ties

Fabric Selection

Choose a different fabric

Make your own fabric \$495.0000

Select from our hundreds of in-stock fabrics or send us your own fabric by selecting Customer Fabric (COMFAB) in our Fabric Gallery.

Unique Shape Deep Seating Back Cushion



The product images shown are only representations of your chosen options and may not include all details. They should not be considered exact proofs.

PREVIOUS STEP

NEXT STEP

Product Overview

⚠️ TEMPLATE REQUIRED: Read our directions to [create your template](#) for this cushion. A non-refundable \$35.00 fee will be added to your cart per template.

If you already have seat cushions for your deep seating chairs, but you need a more comfortable back cushion, we have the answer. Choose from hundreds of fabrics, as well as several fill types — including our exclusive 5-star Optimal Comfort fill. Enter approximate dimensions for your back cushions, then [make and send us your paper template](#) using our easy-to-follow guidelines to create custom cushions for your deep seating furniture that you won't find anywhere else.

View More Information

- [Unique Shape Templates](#)
- [Fabric Samples](#)
- [Customer's Own Material](#)
- [Shipping](#)
- [Return Policy](#)
- [Satisfaction](#)

Product Specifications

Approximate Shipping Weight: 5.00 pounds

Ships in: 3 to 4 weeks

Ship method: [Standard Ground](#)

Ship cost: Calculated in Cart

User rating:

Bundled Items

This product can also be purchased as part of the following bundle.

[Custom Deep Seating Chair Cushion Set Back & Seat Unique](#)

Customers who have purchased this item have also been interested in the following items.

[Custom Throw Pillow](#)

[Custom Lumbar Pillow](#)

[Custom Bolster Pillow](#)

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Reference Code: 20909500



Accepted Payments



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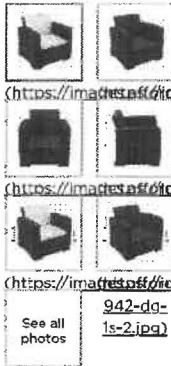
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 (https://www.affordableseating.net/patio-furniture/patio-chairs.html) > [shelly commercial resin patio club chair](#) [\(https://www.affordableseating.net/checkout/](#)



SHELLY COMMERCIAL RESIN PATIO CLUB CHAIR

#ASF-COMI-942-1S

\$383.00

CONFIGURE YOUR ITEM:

1 RESIN COLOR

RESIN COLOR
Brown [click to change]

PRICE: \$383.00

QUANTITY: 1

ADD TO CART

BEST PRICE GUARANTEE

WHY BUY FROM US

Shelly Commercial Resin Patio Club Chair

Bring the club outdoors and create a stylish hangout spot with the Shelly resin patio club chair. This patio chair boasts of an intricate open weave design for a more textured and charming look that resembles traditional wicker without the major upkeep. Included are vinyl upholstered cushions for quality comfort. Surround these modern outdoor club chairs around our Orlando commercial resin coffee table to create the perfect outdoor spot for entertaining guests with food and drinks as they enjoy the weather!

General Information

SPECIFICATIONS

SKU	ASF-COMI-942-1S
Shipping in	7-14 Days
Weight	40 lb.
Width	33"
Depth	31"
Height	31"
Usage	Indoor, Patio
Material	Resin
Warranty	1-Year
With Arms	Yes

PRODUCT HIGHLIGHTS

- Sturdy resin with wicker-look design
- Included with cushion for optimal comfort
- All-weather resistant and suitable for all commercial locations
- Model available in loveseat and sofa

RELATED PRODUCTS

<p>Commercial Wicker-Look Outdoor Table Set with SKU: ASF-COMI-TBL-974</p> <p>\$370.00 (https://www.affordableseating.net/commercial-wicker-look-outdoor-resin-table-laminat-top.html?options=cart)</p>	<p>Commercial Shelly Resin Corner Sectional SKU: ASF-COMI-942-ES-L</p> <p>\$1,566.00 (https://www.affordableseating.net/commercial-shelly-resin-corner-sectional.html?options=cart)</p>	<p>Shelly Commercial Resin Patio Loveseat SKU: ASF-COMI-942-2S</p> <p>\$679.00 (https://www.affordableseating.net/commercial-resin-patio-loveseat.html?options=cart)</p>	<p>Orlando Commercial Resin Coffee Table SKU: ASF-COMI-TBL-966</p> <p>\$96.00 (https://www.affordableseating.net/commercial-resin-coffee-table.html?options=cart)</p>	<p>Shelly Commercial Patio Sofa SKU: ASF-COMI-942-3S</p> <p>\$975.00 (https://www.affordableseating.net/commercial-resin-p-sofa.html?options=</p>
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LIVE SUPPORT
Mon-Fri 7:30am-6pm, CST



PRICE GUARANTEE



YOUR CART ID
To view reference number [click here](#)



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- Restaurant Bar Stools
(<https://www.affordableseating.net/restaurant-bar-stools.html>)
- Restaurant Tables
(<https://www.affordableseating.net/restaurant-tables.html>)
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- Restaurant Booths
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- Restaurant Patio Furniture
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- Restaurant Diner Booths
(<https://www.affordableseating.net/diner-booths.html>)
- Hospitality Furniture
(<https://www.affordableseating.net/hospitality-furniture.html>)

ADDITIONAL RESOURCES

- Resources
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- Table Tops & Bases Guide
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- Wood Chairs Quality Comparison
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- Comparison: Solid vs. Plywood
(<https://www.affordableseating.net/sorted-vs-american-made-wood-seats>)
- Bifma Approved
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- Why Buy our Furniture
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- Restaurant Booths Space Calculator
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- Restaurant Booth Tables Guide
(<https://www.affordableseating.net/resources/guides/booth-tables-guide>)



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Alpha Loveseat

The sturdy powder coated aluminum frame combines nicely with the firm gracing the seat and the backrest to create its weather-resistant design.

SKU: 201833

Powder Coated Aluminum frame exhibiting a symmetrical design is followed by a firmly textilene seat. All materials ranging from the powder coated aluminum to the cushion used in the design can withstand weather adversities.

Availability:
Available in Charcoal Gray Frame

Please allow 8-12 weeks for delivery.

*CHOOSE FRAME COLOR



Charcoal Gray

YOUR SELECTED OPTIONS

Please select color and material options

Your Total Price
\$1695.00

Qty:

ADD TO CART



Top Notch 1S - 674

Navy

\$225.00

[Request More Information](#)

[Share Link](#)

[Reset All Options](#)

***CHOOSE FRAME COLOR**



Charcoal Gray



[Back To TOP](#)

DESCRIPTION

DIMENSIONS

WARRANTY

DETAILS

Description

- Heavy gauge powder coated aluminum
- Frame available in: Black
- Rust-resistant
- Resists fading due to sun, water and chlorine
- No maintenance required
- 100% commercial grade furniture

ADDITIONAL ITEMS



Greenwich Aluminum Pulley-Lift Umbrella



Alpha Loveseat



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TOP



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Alpha Club Chair



The sturdy powder coated aluminum frame combines nicely with the firm gracing the seat and the backrest to create its weather-resistant design.

SKU: 201823

Powder Coated Aluminum frame exhibiting a symmetrical design is followed by a firmly textilene seat. All materials ranging from the powder coated aluminum to the cushion used in the design can withstand weather adversities.

Availability:
Available in Charcoal Gray Frame

Please allow 8-10 weeks for delivery.

ADD WEATHER COVER



- Top Notch 1S - 649 Black + \$225.00
- Top Notch 1S - 642 Tan + \$225.00
- Top Notch 1S - 648 Silver Gray + \$225.00

YOUR SELECTED OPTIONS

Please select color and material options

Your Total Price
\$1295.00

Qty:

ADD TO CART

[Request More Information](#)

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DESCRIPTION

DIMENSIONS

WARRANTY

DETAILS



[Back To TOP](#)

Description

- Heavy gauge powder coated aluminum
- Frame available in: Black
- Rust-resistant
- Resists fading due to sun, water and chlorine
- No maintenance required
- 100% commercial grade furniture

ADDITIONAL ITEMS



Greenwich Aluminum Pulley-Lift Umbrella

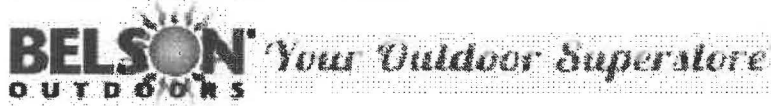


Alpha Club Chair



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TOP

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Aluminum Café Chairs with Recycled Plastic Seats



Contemporary Seating

Café Side Chairs deliver guest satisfaction areas by providing comfortable, inviting seating that is built ready for indoor and outdoor use. Available with or without side arms ready to mix and match for a simple, clean and trend setting.

Dimensions

Model 2307 - 24"L x 22"W x 33"H
Model 2309 - 24"L x 22"W x 33"H



Model 2307

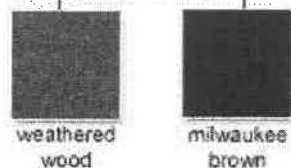


Model 2309

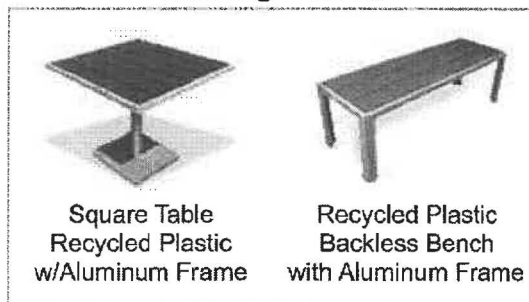
These café style chairs are constructed with lightweight, durable, easy to maintain aluminum and recycled plastic materials. The aluminum frame is finished with a beautiful top-of-the-line powder-coat that protecting the material from rust, corrosion or chipping and the recycled plastic slats can simply be wiped clean.

Create a distinguished, blended setting with matching backless bench and café tables.

Recycled Plastic Color Options



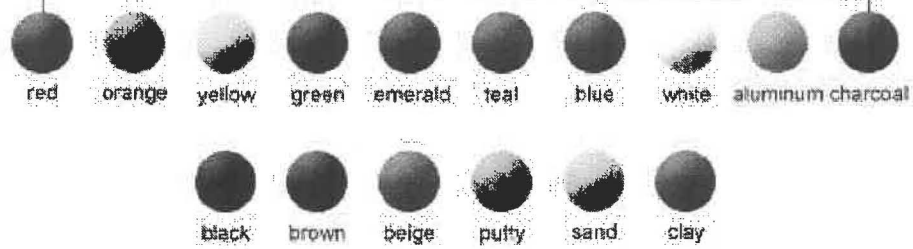
Matching Products



**Square Table
Recycled Plastic
w/Aluminum Frame**

**Recycled Plastic
Backless Bench
with Aluminum Frame**

Powder-Coated Color Options



▼ Item Specific Details Available on Linked Model Numbers Below



Tweet

Aluminum Sidechair with Recycled Plastic Seat				Qty
---	--	--	--	-----

2307	Frame Color ▼	Back/Seat Color ▼	(30 lbs) \$376.00	
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Aluminum Armchair with Recycled Plastic Seat				Qty
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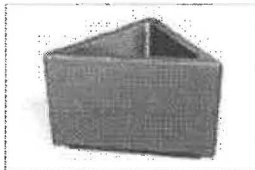
2309	Frame Color ▼	Back/Seat Color ▼	(30 lbs) \$428.00	
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(Prices F.O.B. Origin)

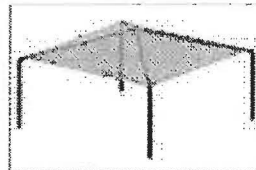
Bulk Inquiry

Add to Cart

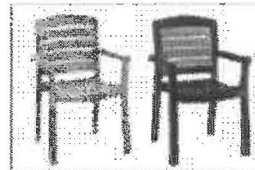
Related Products



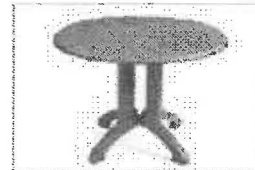
Triangular Concrete Planter



Square Shade Structure



Patio | Café Resin Chairs



Patio | Café Resin Tables

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Tab 11

Vesta Property Services' Proposed Trout Creek FY '23 Lifeguard Schedule

Season	Dates	Days-of-Week	Time/Staff Coverage
Spring Break	3/10-3/19	Tuesday-Sunday	12:00pm - 6:00pm 5 Guards, 1 Supervisor, 1 Pool Monitor
Pre-Summer Break	3/25-5/21	Saturday-Sunday	12:00pm - 6:00 pm 5 Guards, 1 Supervisor, 1 Pool Monitor
		(Memorial Day incl.)	
Summer Break	05/26-8/07	Tuesday-Sunday	10:00am - 7:00pm 6 Guards, 1 Supervisor, 1 Monitor
Post-Summer Break	8/12-10/01	Saturday-Sunday	12:00pm - 6:00pm 5 Guards, 1 Supervisor, 1 Monitor
		(Labor Day included)	

Total Fee: \$123,652.00

NOTE: Additional lifeguard services for resident parties and events, by request: \$25.00 per labor-hour.

OPTION: To ADD one (1) additional day (Mondays) in Summer Season (May 26 - Aug. 8) (any Monday will be substituted by adding a Tuesday if a Monday falls on a Holiday, such as Memorial Day and/or Independence Day): 1:00pm - 7:00pm.

Staff entails: Six (6) Lifeguards, One (1) Shift Supervisor, and One (1) Pool Monitor.

Additional Fee: \$9,378.00

Insurance

Vesta's Insurance limits meet or exceed the requirements set forth in the Trout Creek CDD's Request for Proposal.

Vesta shall carry general liability coverage of at least \$1,000,000, including employer's liability coverage of \$250,000.00, 1,000,000 in bodily injury insurance and \$1,000,000 in property damage insurance. Vesta shall be responsible for all necessary insurance payments (including workman's compensation), payroll taxes, and the provision of various benefits on behalf of its staff.