

***MIRADA***  
***COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Date/Time:***  
***Tuesday, January 3, 2023***  
***6:15 P.M.***

***Location:***  
***Hilton Garden Inn***  
***26640 Silver Maple Pkwy.***  
***Wesley Chapel, Florida, 33544***

***Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval, or adoption.***

# Mirada Community Development District

c/o Breeze

1540 International Parkway, Suite 2000

Lake Mary, FL 32745

813-564-7847

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Board of Supervisors

**Mirada Community Development District**

Dear Supervisors:

A Meeting of the Board of Supervisors of the Mirada Community Development District is scheduled for **Tuesday, January 3, 2023, at 6:15 P.M.** at the **Hilton Garden Inn, 26640 Silver Maple Pkwy, Wesley Chapel, Florida, 33544.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present any reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

*Patricia Thibault*

Patricia Thibault

District Manager

813-564-7847s

CC: Attorney  
Engineer  
District Records

**District: MIRADA COMMUNITY DEVELOPMENT DISTRICT**

**Date of Meeting:** Tuesday, January 3, 2023

**Time:** 6:15 P.M.

**Location:** Hilton Garden Inn  
26640 Silver Maple Pkwy.  
Wesley Chapel, Florida, 33544

**Dial-in Number:** +1 312 626 6799

**Meeting ID:** 765 408 9133

**Passcode:** 12345

## ***Agenda***

*For any questions as to the agenda packet, please contact [patricia@breezehome.com](mailto:patricia@breezehome.com)*

**I. Roll Call –**

**II. Audience Comments –** *(limited to 3 minutes per individual on agenda items)*

**III. Business Items**

**A. Consideration of Proposals**

- |  |                  |
|--|------------------|
| ➤ Utilization of Excavator and Tree Removal- Steadfast Environmental- \$7,250.00 | <b>Exhibit 1</b> |
| ➤ SOX Erosion Repair- Pond 51- Solitude Lake Management- \$44,000.00             | <b>Exhibit 2</b> |
| ➤ Pine Straw Mulch Around Whirly Gigs- Grandview Environmental- \$25,440.00      | <b>Exhibit 3</b> |
| ➤ Pine Straw Installation- Redtree Landscape Systems- \$15,750.00                | <b>Exhibit 4</b> |
| <b>B. Mirada Fountains End of Month Report- November 2022</b>                    | <b>Exhibit 5</b> |
| <b>C. Breeze- Discussion of Pond 32</b>  | <b>Exhibit 6</b> |

**IV. Consent Agenda**

- |  |                   |
|--|-------------------|
| <b>A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held December 6, 2022</b> | <b>Exhibit 7</b>  |
| <b>B. Ratifications of Contracts</b>   | <b>Exhibit 8</b>  |
| <b>C. Quit Claim Deed with Medley at Mirada Community Association, Inc.</b>  | <b>Exhibit 9</b>  |
| <b>D. Assignment of Plat Responsibilities to Medley at Mirada Community Association, Inc.</b>                        | <b>Exhibit 10</b> |

**V. Staff Reports**

A. District Manager

B. District Attorney

C. District Engineer

**VI. Audience Comments - New Business –** *(limited to 3 minutes per individual)*

**VII. Supervisor Requests**

**VIII. Adjournment**

# **EXHIBIT 1**



**Steadfast Environmental, LLC**

**FKA Flatwoods Environmental**

30435 Commerce Drive Ste 102 | San Antonio, FL 33576

813.836.7940 | office@steadfastenv.com

www.SteadfastEnv.com

# Proposal

**Date** 12/9/2022

**Proposal #**

674

Customer Information		Project Information	Tree removal
Mirada CDD c/o Breeze Homes 1540 International Parkway, Suite 2000, Lake Mary, FL 32746 breezeinvoices@payableslockbox.com	<b>Contact</b>  <b>Phone</b>  <b>E-mail</b> patricia@breezehome.com  <b>Account #</b>	Oak tree removal  <b>Proposal Prepared By:</b>  <b>Type Of Work</b>	   William Borregard  Tree removal

Steadfast Environmental, LLC. formally known as Flatwoods Environmental proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Qty	Cost
Utilization of excavator to break large branches off prior to dropping tree located off "Setter Palm Blvd and Mirada Blvd". Following branch removal, large chainsaw to fell tree and cut tree up into smaller more manageable pieces for material load out. Tree to be loaded into dump trailer and dump truck using excavator and hauled off-site. Stump to be dug up along with root system and removed off-site.		7,250.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

**Total**

\$7,250.00

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

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

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

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

## **EXHIBIT 2**

## **SERVICES CONTRACT**

CUSTOMER NAME: Mirada CDD  
SUBMITTED TO: Gaby Arroyo, LCAM  
CONTRACT DATE: December 12, 2022  
SUBMITTED BY: Jason Jaszczak  
SERVICES: SOX Erosion Repair - Pond 51

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$44,000.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

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6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Mirada CDD

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

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## **SCHEDULE A - SERVICES**

### **SOX EROSION CONTROL SERVICES**

#### **Project Summary:**

SOLitude Lake Management will install DredgeSOX erosion control materials (SOX) at pond 51 in the Mirada CDD located in San Antonio, FL as described below.

SOX Erosion Solutions™ are bioengineered and designed to immediately halt soil erosion and stabilize shorelines. SOX systems offer these unique attributes;

- Long lasting results that continue to improve over time,
- Superior buffering and filtering results in improved waterway and ecosystem,
- Exceptional water retention for vigorous growth of new vegetation,
- The only erosion control system that integrates into the Earth,
- Uses locally sourced natural fill
- Attaches directly to "intact" shore bank NOT to unstable shore bed,
- Allows SOX to be re-tensioned whenever necessary,
- Subsurface staking system eliminates injury liability to humans and animals,
- SOX "self-tightens" due to its ability to manage incredible weight displacement.

#### **Mobilization and Site Preparation:**

1. SOLitude will mobilize equipment and materials to the site.
2. A staging area for materials and equipment will be required. Solitude will access the lake at designated areas and sod or otherwise restore these areas to their original condition.

#### **Erosion Repair / Bank Restoration Services:**

1. Repair approximately 250 linear feet of lake bank with SOX material.
2. Company will prep areas by removing debris and trash. Any irrigation, culverts, drains will be replaced / extended as necessary and billed at time and materials.
3. The DredgeSOX will be backfilled with material dredged from the lake using a portable sediment removal system and/or with imported fill as necessary.
4. Materials consist of the following: 18 -foot SOX, wooden stakes, rope, and fill material.
5. SOLitude will utilize wooden stakes to secure the SOX material.
6. SOLitude will plant sod on the new installed area. It will be the responsibility of the community to irrigate the new sod/planted area once installed.
7. SOLitude will clean up after themselves and leave the work site with minimal disturbance to its natural appearance.

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8. Customer understands that it is their responsibility to mark sprinkler heads, otherwise SOLitude will not be responsible for damage to the system during the course of work. SOLitude will repair any marked sprinkler heads damaged during erosion work in a timely manner.

Customer Responsibilities:

1. Customer is responsible for the cost of any necessary permits that may be required prior to commencement of work.
2. Provide all available as-built or other plans related to the areas to be restored, used for staging, or otherwise impacted by the project work.
3. Mark all sprinkler heads and other items that are buried or not readily visible and obvious upon original visual inspection.
4. In the event that fill material suppliers increase the cost of materials necessary for SOX installation, Customer will be responsible for incurring the difference in cost. Every effort will be made to notify Customer with as much advance notice as possible in the event that an increase occurs.
5. It is the customer's responsibility to irrigate the new sod/planted area once installed.

Assumptions:

1. This contract is for the limited scope of work and materials as defined above. Any other activity, additions, or inclusions will be at an additional cost to the customer.

Exclusions:

1. Any watering, mowing, or additional maintenance of the sodded or other restored areas following completion of the specified work.
2. Company is not responsible for damage to any underground irrigation, headwalls, piping, electrical, trees, or any lines not noted on the as-built plans or located prior to project.
3. Company is not responsible for any additional work required as a result of or damage to unknown underwater structures.
4. Permitting
5. Unless otherwise noted, this contract does not include: backfill behind repair area, removal and/or trimming of vegetation, any required anchors other than wooden stakes, removal or relocation of rip rap or boulders, extension or replacement of pipes, and extra starts and/or stops in the repair to accommodate obstacles. All of these items will be considered as extras and will be invoiced to the customer at time and materials in addition to the stated contract price.

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General Conditions:

1. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
2. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
3. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.

Warranty:

1. DredgeSOX material is warrantied for five (5) years.
2. The labor warranty for any manual adjustments needed is for a one (1) year period. Our guarantee does not include the loss of material due to 'acts of God' such as floods, hurricanes, or other catastrophic events, nor does it include loss due to theft, lack of adequate irrigation, vandalism or negligence by others, or other factors outside the control of the organization.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

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# **EXHIBIT 3**



34720 Prospect Road, Dade City, FL 33525

O: 352.567.2577

Proposal #MR 120922

To: Mirada, CDD

Date: December 6, 2022

Scope of Work:

- Installation of Pine Straw mulch for all of the plant beds near and around the whirly gigs once a year. Shown in red.

Total pine straw bales needed, 3180 @\$8.00/ bale \$25,440

Submitted by

Paul Finora  
Grandview Environmental

Approved \_\_\_\_\_ Date \_\_\_\_\_







# **EXHIBIT 4**



*The New Standard in Landscape Maintenance*

**1.888.RED.TREE**

www.redtreelandscape.com

5532 Auld Lane, Holiday FL 34690

**December 20, 2022**  
**Pine Straw Installation Proposal**  
**for**  
**Mirada Community**



**Pine Straw Installation**

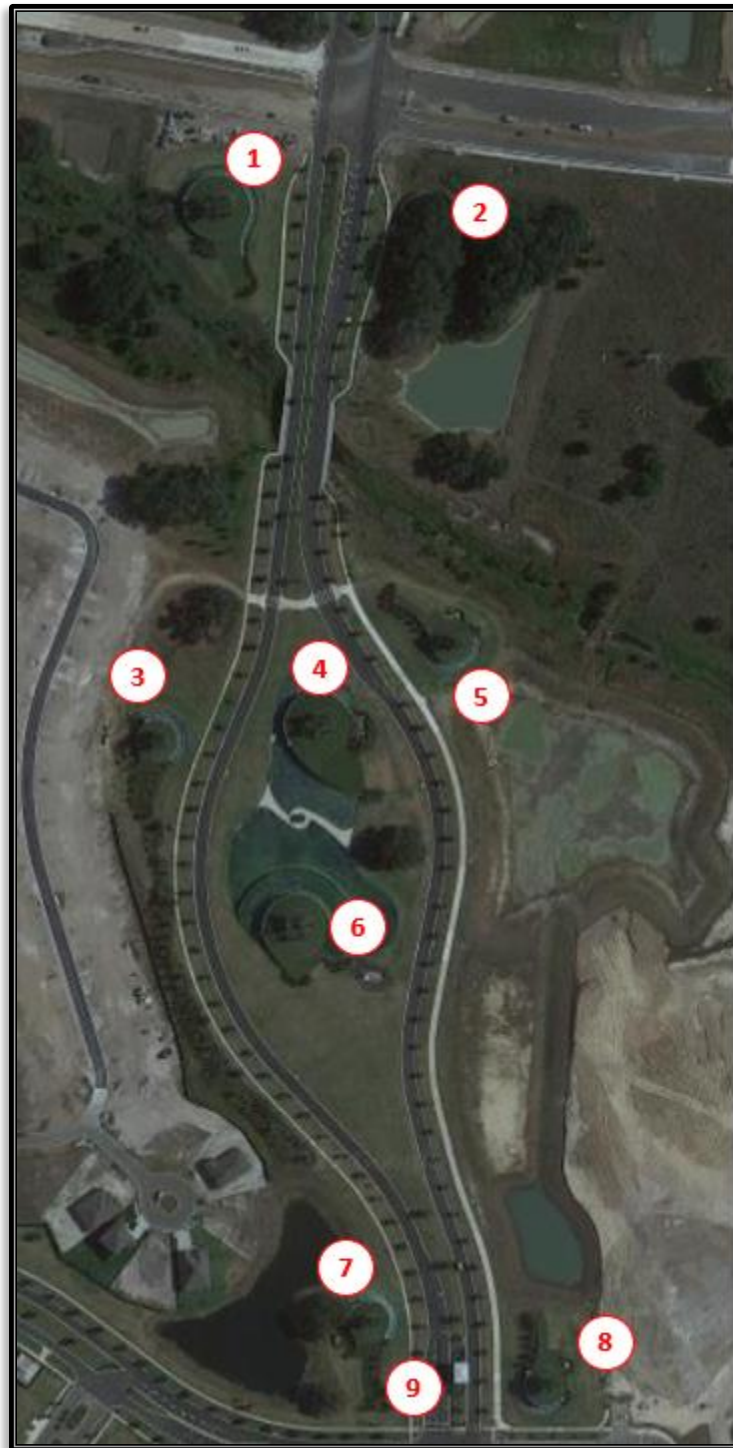
- Install 1750 Bales of Pine Straw to target areas
- Includes all labor, material, hauling & dump fees

**\$15,750.00**

Proposal submitted by Kevin Smith – Senior Landscape Designer  
[ksmith@redtreelandscape.com](mailto:ksmith@redtreelandscape.com) / Cell phone: (727) 426.3679

# **EXHIBIT 5**

Mirada Fountains End of Month Report November 2022





#### Fountain 1:

- Water: clean
- Cannons: all functional
- Lights: all functional
- Filtration: functional
- Other:
  - Underground leak repaired
  - Approved repair work beginning 12/5/22
  - Securing proposal for tile repair
  - Monitoring/investigating possible structural leaks (excess water around fountain)

11/28/22



#### Fountain 3:

- Water: clean
- Cannons: all functional
- Lights: all functional
- Filtration: functional
- Other:
  - Approved work complete
  - Securing proposal for tile repair
  - Monitoring/investigating possible structural leaks (excess water around fountain)

12/5/22



#### Fountain 4:

- Water: clean
- Cannons: not functioning due to broken feature pump
- Lights: all functional
- Filtration: not functioning
- Other:
  - Motor received. Waiting on impeller - expected this week
  - Other approved work will be completed once impeller and motor are installed
  - Tile work complete
  - Monitoring/investigating possible structural leaks (excess water around fountain)

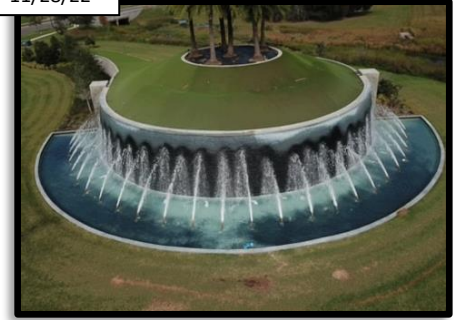
11/28/22



#### Fountain 5:

- Water: clean
- Cannons: all functional
- Lights: all functional
- Filtration: functional
- Other:
  - Approved work complete
  - Securing proposal for tile repair
  - Monitoring/investigating possible structural leaks (excess water around fountain)
  - Discoloration is from degradation of paint on the bottom of the pool

11/28/22



#### Fountain 6:

- Water: clean
- Cannons: all functional
- Lights: all functional
- Filtration: functional
- Other:
  - Approved work 90% complete
  - Tile work complete
  - Monitoring/investigating possible structural leaks (excess water around fountain)
  - Need direction from CDD regarding liner issue
  - Lower pool discoloration is sediment
  - Upper pool discoloration is paint degradation, pooled water, and sediment

11/28/22



Raised Liner/22





### Fountain 7:

- Water: clean
- Cannons: all functional
- Lights: all functional
- Filtration: functional
- Other:
  - Scheduling repair work approved by CDD
  - Securing proposal for tile repair
  - Monitoring/investigating possible structural leaks (excess water around fountain)
  - Discoloration is from degradation of paint on the bottom of the pool

11/28/22



### Fountain 8:

- Water: clean
- Cannons: all functional
- Lights: all functional
- Filtration: functional
- Other:
  - Scheduling repair work approved by CDD
  - Securing proposal for tile repair
  - Monitoring/investigating possible structural leaks (excess water around fountain)
  - Discoloration is from degradation of paint on the bottom of the pool

11/28/22



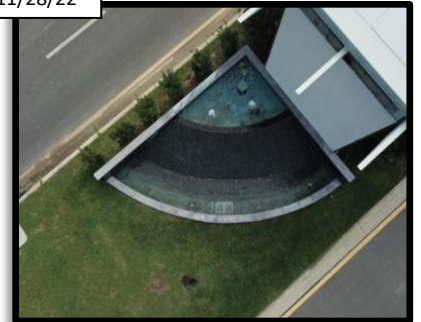
### Fountain 9:

- Water: clean
- Lights: all functional
- Filtration: functional
- Other:
  - Securing proposal for tile repair
  - Monitoring/investigating possible structural leaks (excess water around fountain)

11/28/22

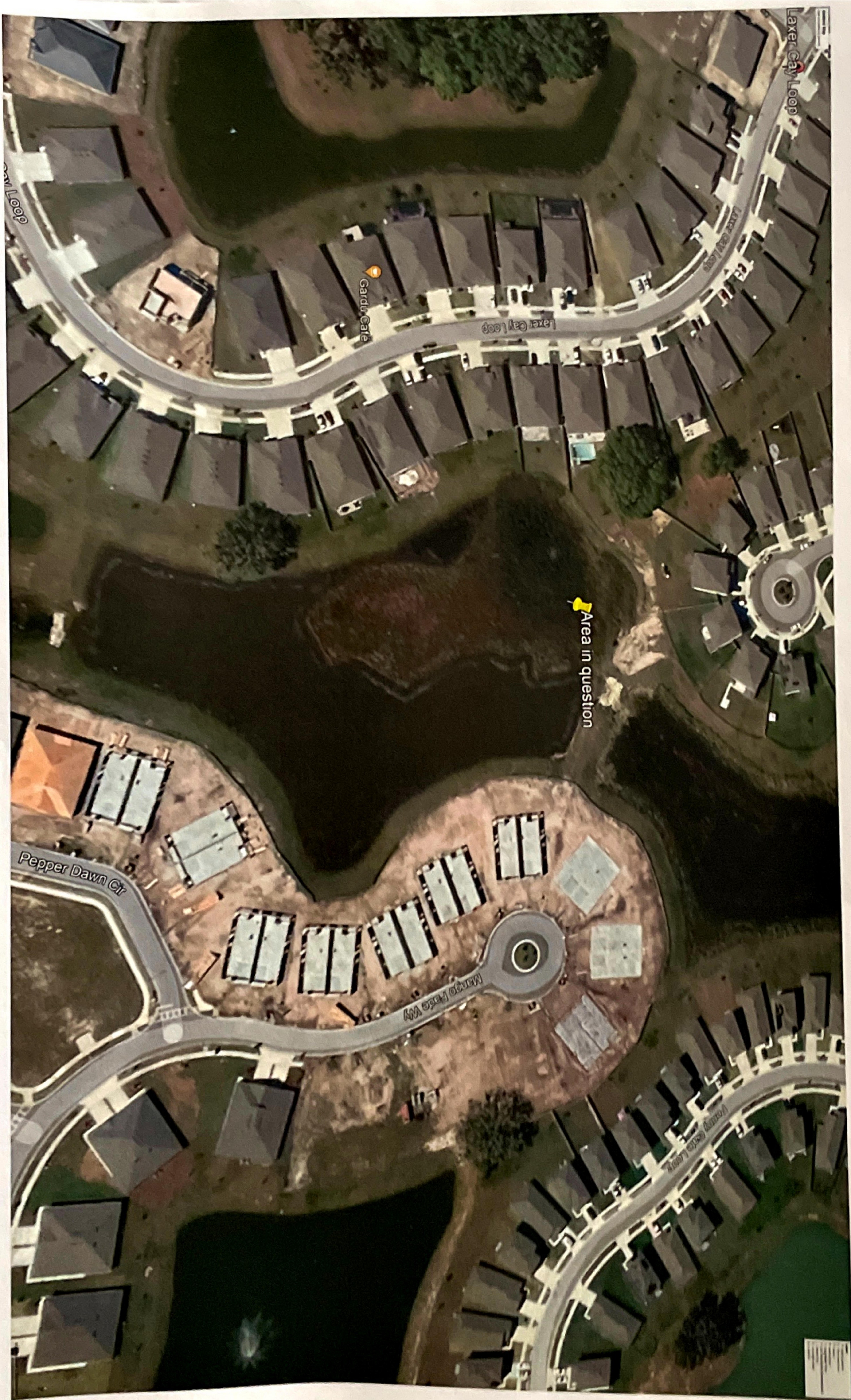


11/28/22



# **EXHIBIT 6**





Area in question

Lazer Cay Loop

Garden Gate

Lazer Cay Loop

Pepper Dawn Ct

Mango Lane Way

Lazer Cay Loop







# **EXHIBIT 7**

1 **MINUTES OF MEETING**

2 **MIRADA**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Advanced Meeting of the Board of Supervisors of the Mirada Community Development  
5 District was held on Tuesday, December 6, 2022 at 6:15 p.m. at Hampton Inn, 2740 Cypress Ridge  
6 Boulevard, Wesley Chapel, Florida 33544

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Ms. Thibault called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10 Mike Lawson	Board Supervisor, Chairman
11 Doug Draper	Board Supervisor, Vice Chairman
12 John Drew	Board Supervisor, Assistant Secretary
13 Shanon R. Holm	Board Supervisor, Assistant Secretary
14 Lori Price	Board Supervisor, Assistant Secretary

15 Also Present:

16 Tom O Grady	Assistant District Manager, BREEZE
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17 *The following is a summary of the discussions and actions taken at the December 6, 2022 Mirada CDD*  
18 *Board of Supervisors Advanced Meeting.*

19 **SECOND ORDER OF BUSINESS – Audience Comments– (limited to 3 minutes per individual on**  
20 **agenda items)**

21 - There being none, the next item followed.

22 **THIRD ORDER OF BUSINESS – Business Items**

23 A. Exhibit 1: Oath of Office

- 24 ➤ Seat 3 – John Drew
- 25 ➤ Seat 4 – Shanon R. Holm
- 26 ➤ Seat 5 – Lori Price

27 B. Exhibit 2: Form 1

28 C. Exhibit 3: Consideration for Approval of **Resolution 2023-02**, Designating Officers

29 On a MOTION by Mr. Lawson, SECONDED by Mr. Holm, WITH ALL IN FAVOR, the Board Approved  
30 **Resolution 2023-02** for the Mirada Community Development District.

31 - Chairman

32 On a MOTION by Mr. Draper, SECONDED by Mr. Holm, WITH ALL IN FAVOR, the Board Approved  
33 **the election of Mr. Lawson as Chairman** for the Mirada Community Development District.

34 - Vice Chairman

35 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Approved  
36 **the election of Mr. Draper as Vice Chairman** for the Mirada Community Development District.

37 D. Exhibit 4: Mirada Fountains End of Month Report- October 2022

38 E. Exhibit 5: Tree Removal Proposal- Grandview Botanicals- \$10,700.00

39 - Additional quote is needed for January meeting

40 F. Exhibit 6: Pool Fence Installation Proposal- Florida State Fence- \$6,903.75

41 - A secondary proposal is need as this is not included in the budget at this time.

42 G. Exhibit 7: Wilderness Trail Walkway Front Repair- Grandview Botanicals- \$3,400.00

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Approved **Wilderness Trail Walkway Front Repair- Grandview Botanicals- \$3,400.00** for the Mirada Community Development District.

- H. Playground mulch - \$2,900.00 – Grandview
- I. Playground mulch – Brightview - \$2279.85
  - BOS approves Brightview

On a MOTION by Mr. Holm, SECONDED by Mr. Drew, WITH ALL IN FAVOR, the Board Approved **Playground mulch – Brightview - \$2279.85** for the Mirada Community Development District.

#### **FOURTH ORDER OF BUSINESS – Consent Agenda**

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board Approved **the Consent Agenda** for the Mirada Community Development District.

- A. Exhibit 8: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held November 1, 2022
- B. Exhibit 9: Ratifications of Contracts

#### **FIFTH ORDER OF BUSINESS – Staff Reports**

- A. District Manager
  - There being none, the next item followed.
- B. District Attorney
  - There being none, the next item followed.
- C. District Engineer
  - Proposals are to be brought to the January meeting for discussion of erosion and a solution to the wall.

#### **SIXTH ORDER OF BUSINESS – Audience Comments - New Business– (limited to 3 minutes per individual for non-agenda items)**

- There being none, the next item followed.

#### **SEVENTH ORDER OF BUSINESS – Supervisors Requests**

- Mr. Holm
  - Reclaimed water issue – proof that the county asked the developer to disconnect the reclaimed water. Need a confirmation.
  - Conflict of interest if a BOS member initiated a motion against the developer, Ms. Holm inquires if they would be prohibited to vote.
  - Filing a claim against the developer for the statute of limitations.
  - Ms. Holm inquires if white signs indicate CDD property. Setter Palm and Ms. Gale to confirm the correct colors.
- Mr. Drew
  - Consideration for a four way stop at Mirada and Kenton Ave.
  - Streatleaf lights temporary on Old 52 until utility company installs.

#### **EIGHTH ORDER OF BUSINESS – Adjournment**

81 Ms. Thibault asked for final questions, comments, or corrections before requesting a motion to  
82 adjourn the meeting. There being none, Mr. Lawson made a motion to adjourn the meeting.

83 On a MOTION by Mr. Lawson, SECONDED by Mr. Holm, WITH ALL IN FAVOR, the Board adjourned  
84 the meeting for the Mirada Community Development District.

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

88 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
89 **meeting held on \_\_\_\_\_.**

90

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

91  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

92 **Title:**   ☐ **Secretary**   ☐ **Assistant Secretary**

**Title:**   ☐ **Chairman**   ☐ **Vice Chairman**



# **EXHIBIT 8**

**Mirada CDD:**  
**RATIFICATION OF CONTRACTS**

[illegible]

# **EXHIBIT 9**

Consideration; \$10.00  
Documentary Stamp Tax: \$0.70

**Prepared by and  
when recorded return to:**

Dana Crosby Collier  
Straley Robin Vericker  
1510 W. Cleveland Street  
Tampa, Florida 33606

(Reserved for Recording office)

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**QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED (“Deed”)** is made as of June 4, 2021, by the **Mirada Community Development District**, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes (the “**Grantor**”), whose mailing address is c/o DPFG Management & Consulting LLC, a Florida limited liability company, 250 International Parkway, Suite 280, Lake Mary, FL 32746, in favor of **Medley at Mirada Community Association, Inc.**, a Florida not for profit corporation (“**Grantee**”), whose mailing address is 4600 W. Cypress Street, Suite 200, Tampa, FL 33607.

**WITNESSETH**, that the said Grantor has remised, released, and quit claimed, and by these presents does remise, release, and quit claim unto the said Grantee all the right, title, interest, claim, and demand which the said Grantor has in and to the land located in Pasco County, Florida, as more particularly described as follows:

Tract “A-1”, Mirada Active Adult Phases 1A, 1C & 1D, according to the Plat thereof recorded at Plat Book 80, Pages 17- 36, Public Records of Pasco County, Florida (the “**Property**”).

**TOGETHER**, with all appurtenances thereunto appertaining, and all fixtures and improvements located thereon.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

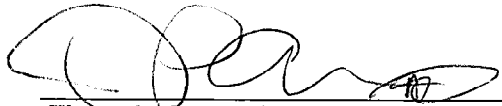
**By acceptance of this Deed**, Grantee agrees to observe and perform all material obligations and responsibilities heretofore imposed upon Grantor and as stated on the plat of the Mirada Active Adult Phases 1A, 1C & 1D, recorded at Plat Book 80, Pages 17- 36, Public Records of Pasco County, Florida. Grantee shall hold Grantor harmless from performance of said obligations at such time as this Deed is recorded and Property is conveyed to Grantee.

**THIS IS A CONVEYANCE OF PROPERTY TO THE GRANTEE, A HOMEOWNER’S ASSOCIATION. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER; THEREFORE, ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.**


**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Deed as of the date first above written.

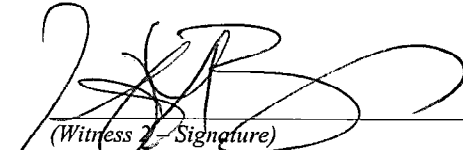
Signed, Sealed and Delivered in the Presence of:

**GRANTOR:**  
**Mirada Community Development District**

  
(Witness 1 - Signature)

JON A. AFFELBACH  
(Witness 1 - Printed Name)

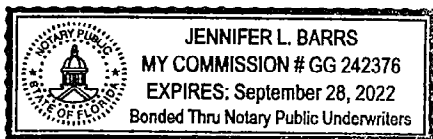
  
Michael Lawson  
Chair of the Board of Supervisors

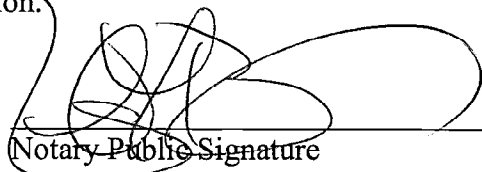
  
(Witness 2 - Signature)

Jennifer Barrs  
(Witness 2 - Printed Name)

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of    online notarization or ☒ physical presence on 6/4, 2021, by Michael Lawson, as Chair of the Mirada Community Development District, who is personally known to me or who has presented                      as identification.



  
Notary Public Signature

Notary Public Stamp

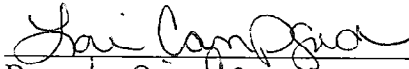
Signed, sealed and delivered in the presence of:

  
(Witness 1 - Signature)


Alec Morris  
(Witness 1 - Printed Name)

**GRANTEE:**

**Medley at Mirada Community Association, Inc.,** a Florida not for profit corporation



By: Lori Campagna  
Its: President

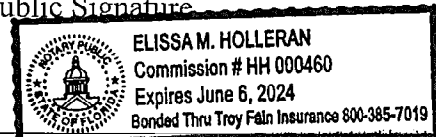
  
(Witness 2 - Signature)  
Laura Coffey  
(Witness 2 - Printed Name)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of \_\_\_ on line notarization or ☒ physical presence on June 4, 2021, by LORI CAMPAGNA, as PRESIDENT of Medley at Mirada Community Association, Inc., who is personally known to me or who has presented \_\_\_ as identification.

  
Notary Public Signature

Notary Seal



# **EXHIBIT 10**

**PREPARED BY AND RETURN TO:**

Christian F. O’Ryan, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
401 East Jackson Street, Suite 2100  
Tampa, Florida 33602

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**ASSIGNMENT OF PLAT RESPONSIBILITIES**

**FOR AND IN CONSIDERATION OF** the sum of Ten and No/100 Dollars (\$10.00), the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MIRADA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o DPFG Management and Consulting, LLC, 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 (the “**Assignor**”) hereby assigns to the MEDLEY AT MIRADA COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, whose mailing address is 4600 West Cypress Street, Suite 200, Tampa, Florida 33607 (the “**Assignee**”), all of its rights and responsibilities in connection with the maintenance of that certain land situate in Pasco County, Florida, to wit:

TRACT “A-1,” MIRADA ACTIVE ADULT PHASES 1A, 1C & 1D, as recorded in Plat Book 80, Pages 17-36, of the Public Records of Pasco County, Florida.

Said responsibilities shall include maintaining, repairing and replacing the above described tracts and any roadways and other improvements thereon pursuant to the Plat recorded in Plat Book 80, Pages 17-36, Public Records of Pasco County, Florida.

[Signature on the Following Page]



IN WITNESS WHEREOF, the Assignor has caused this Assignment of Plat Responsibilities to be executed by its duly authorized representative and has affixed its seal as of this 5<sup>th</sup> day of February, 2020.

WITNESSES:

"ASSIGNOR"

**MIRADA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes

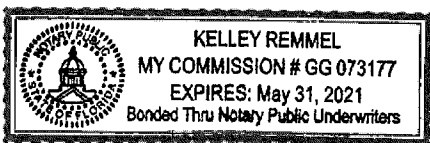
Rosemary Quinn  
Print Name: Rosemary Quinn

Lori Price  
Print Name: Lori Price

By: [Signature]  
Print Name: Michael Lawson  
Title: Chairman

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5<sup>th</sup> day of February, 2020, by Michael Lawson as Chairman of MIRADA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes, who acknowledges that he executes the foregoing on behalf of the District. He/She ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public

Print Name \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**ACCEPTANCE OF ASSIGNMENT**

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars (\$10.00), the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee expressly accepts the foregoing assignment of obligations from the Assignor.

Executed this 30<sup>TH</sup> day of JANUARY, 2020.

WITNESSES:

**"ASSIGNEE"**

**MEDLEY AT MIRADA COMMUNITY ASSOCIATION, INC.,** a Florida corporation not for profit

[Signature]  
Print Name: Kelly EVANS

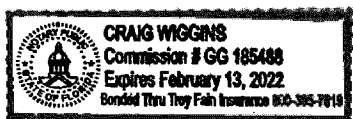
By: [Signature]  
Print Name: Lori Campagna  
Title: President

[Signature]  
Print Name: ABI JAMES

(Corporate Seal)

STATE OF FLORIDA                   )  
COUNTY OF HILLSBOROUGH    )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30<sup>TH</sup> day of JANUARY, 2020, by Lori Campagna, as President of MEDLEY AT MIRADA COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit. She ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
CRAIG WIGGINS  
Print Name

My commission expires: FEBRUARY 13, 2022