



Rizzetta & Company

Concord Station Community Development District

**Board of Supervisors' Meeting
March 12, 2020**

**District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
813.994.1615**

www.concordstationcdd.com

CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT AGENDA

Concord Station Clubhouse, located at 18636 Mentmore Boulevard, Land O' Lakes, FL 34638

District Board of Supervisors	David Walz Karen Hillis Donna Matthias-Gorman Steven Christie Fred Berdeguez	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Jordan Lansford	Rizzetta & Company, Inc.
District Counsel	John Vericker	Straley Robin Vericker
District Engineer	Stephen Brletic	JMT Engineering

All Cellular phones and pagers must be turned off during the meeting.

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at 813-933-5571. 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.

CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 5844 OLD PASCO ROAD • SUITE 100 • WESLEY CHAPEL, FL 33544

March 4, 2020

Board of Supervisors
Concord Station Community
Development District

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Concord Station Community Development District will be held on **Thursday, March 12, 2020 at 10:00 a.m.** at the Concord Station Clubhouse, located at 18636 Mentmore Boulevard, Land O' Lakes, FL 34638. The following are the agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meetings held on February 13, 2020.....Tab 1
 - B. Consideration of Operation and Maintenance Expenditures for January 2020.....Tab 2
- 4. STAFF REPORTS**
 - A. Clubhouse Manager Updates
 - i. Review Monthly Clubhouse Report.....Tab 3
 - B. Deputy Update
 - C. District Counsel
 - i. Review of Phase 3, Unit 3 Plat Map and Tax Card.....Tab 4
 - D. District Engineer
 - E. District Manager
 - F. Field Operations Manager
 - i. Aquatics Report.....Tab 5
 - ii. Field Inspection Report.....Tab 6
 - iii. Greenview Weekly Reports.....Tab 7
- 5. BUSINESS ITEMS**
 - A. Consideration of Encroachment Applications.....Tab 8
 - B. Consideration of Solitude Waterway Renewal Contract.....Tab 9
 - C. Consideration of Solitude Lab Renewal Contract.....Tab 10
 - D. Consideration of Solitude Wetland Renewal Contract.....Tab 11
 - E. Consideration of Sign Replacement Proposals.....USC
 - F. Consideration of Settlement Terms with Splashpad USA.....Tab 12
 - G. Consideration of Trail Workout Equipment Proposals.....USC
- 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 (813) 933-5571.

Sincerely,
Jordan Lansford
District Manager

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.

CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Concord Station Community Development District was held on **Thursday, February 13, 2020 at 10:00 a.m.** at the Concord Station Clubhouse, located at 18636 Mentmore Boulevard, Land O' Lakes, FL 34638.

Present and constituting a quorum:

David Walz	Board Supervisor, Chairman
Karen Hillis	Board Supervisor, Vice Chairman
Donna Matthias-Gorman	Board Supervisor, Assistant Secretary
Steven Christie	Board Supervisor, Assistant Secretary
Fred Berdeguez	Board Supervisor, Assistant Secretary

Also present were:

John Vericker	District Counsel, Straley Robin Vericker
Michael Speidel	Clubhouse Mgr., Rizzetta Amenity Services
Stephen Brletic	District Engineer, JMT Engineering
Tyree Brown	Field Services, Rizzetta & Company, Inc.
Jordan Lansford	District Manager, Rizzetta & Company, Inc.
Keith Skorewicz	Attorney, Appleton Reis
Deputy Phillips	Pasco County Sheriff's Office

Audience

FIRST ORDER OF BUSINESS

Call to Order

Ms. Lansford called the meeting to order and performed the roll call confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments

The Board received a request from the Aaron residence for Solitude Lake Management to look at the pond behind their home.

45 **THIRD ORDER OF BUSINESS** **Splash Pad Update**
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47 Mr. Skorewicz reported that the splash pad had been inspected by the Health
48 Department and the department had new requirements. Mr. Brletic stated that the
49 department now requires that all pumps be shut off simultaneously if there is an issue and
50 that this will cost about \$1000 to implement. Mr. Skorewicz also suggested that he send a
51 demand letter to Splash Pad USA to negotiate the remaining fee due and to request a
52 final release from Splash Pad USA before sending the final payment.

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54 The Board approved for Mr. Skorewicz to work directly with Mr. Funk regarding
55 payment for the Splash Pad.
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On a Motion by Mr. Walz, seconded by Ms. Hillis, with all in favor, the Board of Supervisors approved Mr. Skorewicz working directly with Mr. Funk of Splash Pad USA regarding payment for the Splash Pad, for the Concord Station Community Development District.

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58 **FOURTH ORDER OF BUSINESS** **Consideration of the Minutes of the**
59 **Board of Supervisors' Meeting Held on**
60 **January 9, 2020**
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62 Ms. Lansford presented the Minutes of the Board of Supervisors' Meeting held on January
63 9, 2020, to the Board for consideration.
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On a Motion by Mr. Christie, seconded by Ms. Matthias-Gorman, with all in favor, the Board of Supervisors approved the Meeting Minutes, from the January 9, 2020, meeting of the Board of Supervisors, for the Concord Station Community Development District.

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66 **FIFTH ORDER OF BUSINESS** **Consideration of Operation and**
67 **Maintenance Expenditures for**
68 **December 2019**
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70 Ms. Lansford presented the December 2019 Operation and Maintenance
71 Expenditures for December 2019 to the Board for consideration.
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On a Motion by Mr. Walz, seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures for December 2019 in the amount of \$167,559.46, for the Concord Station Community Development District.

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SIXTH ORDER OF BUSINESS

Staff Reports

A. Clubhouse Manager

Mr. Speidel reviewed the monthly Clubhouse Report for the Board and addressed questions.

The Board approved amending the Amenity Center policies by changing the hours of the Clubhouse and Pool, closing at 5:00 p.m. on Valentine's Day, closing entirely on Easter Sunday, and closing at 1:00 p.m. on Christmas Eve.

On a Motion by Mr. Walz, seconded by Ms. Hillis, with all in favor, the Board of Supervisors approved changing the hours of the Clubhouse and Pool, closing at 5:00 p.m. on Valentine's Day, closing entirely on Easter Sunday, and closing at 1:00 p.m. on Christmas Eve, for the Concord Station Community Development District.

The Board approved the DCSI proposal for splash pad security cameras in the amount of \$1589.00 and the Triangle Pool Services proposal for the splash pad chemical controller in the amount of \$2395.00.

On a Motion by Mr. Walz, seconded by Mr. Christie, with all in favor, the Board of Supervisors approved proposals for \$1589.00 from DCSI and \$2395.00 from Triangle Pool Services, for the Concord Station Community Development District.

The Board agreed to approve a not-to-exceed amount of \$1500.00 for an upgraded Microsoft Windows operating system for the Clubhouse computers.

On a Motion by Ms. Matthias-Gorman, seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors approved a not-to-exceed amount of \$1500.00 for an upgraded Microsoft Windows operating system for the Clubhouse computers, for the Concord Station Community Development District.

A discussion ensued regarding community monuments being replaced. Proposals will be brought to the next meeting.

The Board requested that the previous District vendor, Jerry's Pressure Washing, be approached to provide a proposal to pressure wash the District sidewalks.

B. Deputy Phillips

Deputy Phillips suggested that the privacy screening requested for the splash pad could interfere with the patrolling deputy's ability to see activities at the splash pad and could also interfere with access by emergency medical responders. Deputy Phillips reported that he now has moving radar in his patrol car that should help with speeding violations. He also reported there are online scams for renting

109 vacant houses to be aware of.

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C. District Counsel

No report.

D. District Engineer

The Board approved a not-to-exceed amount of \$1500.00 for an Interlock Change. This is needed in order to receive the operating permit for the Splash Pad.

On a Motion by Mr. Christie, seconded by Ms. Matthias-Gorman, with all in favor, the Board of Supervisors approved a not-to-exceed amount of \$1500.00 for an Interlock Change, for the Concord Station Community Development District.

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The Board approved the Sitemaster proposal for the grate on Pond 320A. Mr. Vericker has created a contract for this work.

On a Motion by Mr. Walz, seconded by Ms. Matthias-Gorman, with all in favor, the Board of Supervisors approved the Sitemaster proposal in the amount of \$8200.00 for a grate on Pond 320A, for the Concord Station Community Development District.

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The Board approved for Mr. Walz to work with Field Services and District Management on park improvements in Buckinghamshire in Wellington and Trinity Cottage in Trilby. A not-to-exceed amount of \$10,000.00 was approved for this.

On a Motion by Mr. Berdeguez, seconded by Ms. Matthias-Gorman, with all in favor, the Board of Supervisors approved Mr. Walz working with Field Services and District Management, and a not-to-exceed amount of \$10,000.00, for park improvements in Buckinghamshire in Wellington and Trinity Cottage in Trilby, for the Concord Station Community Development District.

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D. District Manager

Ms. Lansford reminded the Board that the next CDD Board meeting was scheduled for March 12, 2020 at 10:00 a.m.

E. Field Operations Manager

The Board reviewed the Aquatics Report. Nick Margo is the new representative working the Concord Station account for Solitude Lake Management.

It was noted that the ownership of the pond in the front of the community still needs to be researched. Mr. Brletic will check into this.

The Board reviewed the Field Inspection Report. There were comments.

141 The Board approved the Fertilization Proposal for \$3500.00
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On a Motion by Mr. Christie seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors approved the Fertilization Proposal from Greenview for \$3500.00, for the Concord Station Community Development District.

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144 The Board was advised that development has begun at the corner of SR 54 and
145 Mentmore Boulevard. In light of this, they requested that Mr. Vericker research the
146 maintenance agreement the District has with Pasco County for Mentmore
147 Boulevard and the possibility of selling the District's land on SR 54 and on
148 Mentmore near 54, where the train station and bus stop monuments are.
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150 It was requested that trail workout equipment proposals be presented to the next
151 meeting. The Board would like similar equipment to what Bexley CDD has.
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153 Ms. Lansford has sent an email to Pulte regarding the trucks speeding through
154 Concord Station to Del Webb Bexley. Pulte has asked their contractors to use
155 Sunlake to get to Del Webb.
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157 The Greenview Weekly Reports were reviewed.
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159 **SEVENTH ORDER OF BUSINESS**

**Ratification of Website Authorized Access
User Consent**

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162 Ms. Lansford presented the Website Authorized Access User Consent to the Board
163 for ratification.
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On a Motion by Mr. Walz seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors ratified the Website Authorized Access User Consent, for the Concord Station Community Development District.

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166 **EIGHTH ORDER OF BUSINESS**

Supervisor Requests

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168 Ms. Matthias-Gorman asked that the décor in the Clubhouse be updated, including
169 touch-up wall painting and new wall decorations.
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171 Ms. Hillis requested that Mr. Speidel bring furniture proposals for the Clubhouse to the
172 next meeting. She also asked about the drainage area across from the Clubhouse and the
173 power issue that Greenview reported in December and January. Ms. Lansford reported that the
174 power issue is the process of being resolved.
175

176 It was noted that Ms. Hillis still does not have access to the Concord Station CDD
177 Website. Ms. Lansford will work with Campus Suites to get this rectified.

178 **TWELFTH ORDER OF BUSINESS** **Adjournment**
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On a Motion by Mr. Berdeguez, seconded by Mr. Christie, the Board of Supervisors adjourned the meeting at 11:52 a.m., for the Concord Station Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 12

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (“Agreement”) is made and entered into this ___ day of February 2020, between Concord Station Community Development District, a local unit of special-purpose government governed by Chapter 190, Florida Statutes (the “CDD”) and SplashPads, USA, a Utah Corporation, (“SPUSA”).

RECITALS

WHEREAS, the CDD and SPUSA entered into a contract for the construction of a water feature;

WHEREAS, the CDD and SPUSA dispute the amounts owed under the forgoing contract;

WHEREAS, by this Agreement, the CDD and SPUSA believe that it is in their mutual interest to reach an amicable resolution by way of compromise and accord without admission, waiver or further adjudication of any issues of fact or law, and to resolve any dispute regarding payment;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby mutually agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The foregoing recitals are acknowledged by the parties to be true and correct and are hereby incorporated as terms and conditions of this Agreement.

2. **TERMS.** In consideration for the promises contained herein, within 10 calendar days of the date of this Agreement, the CDD shall pay or cause to be paid to SPUSA, by check made payable to SPUSA, 60 North Cutler Drive, Salt Lake City, Utah 85054, the monetary sum of \$29,025.00 (the “Settlement Amount”). The Settlement Amount shall fully resolve any payment dispute among the parties. The CDD and SPUSA further agree that the Settlement Amount, the releases in paragraph 3 herein, and the other provisions contained in this Agreement, constitute a fair and reasonable exchange between THE CDD and SPUSA.

3. **LIMITED RELEASE OF CLAIMS.** Effective immediately upon the execution and fulfillment of this Agreement by all parties, the CDD and each and all of the CDD’s representatives, agents, successors and assigns releases and forever discharges SPUSA, and its agents, servants, representatives, employees, predecessors, successors and assigns, and each of them, from any and all claims, including attorneys fees, costs and interest, debts, liabilities, obligations, demands, actions and causes of action known or unknown, arising out of the payments owed to SPUSA. Also effective immediately upon the execution and fulfillment of this Agreement by all parties, the SPUSA and each and all of the SPUSA’s representatives, agents, successors and assigns releases and forever discharges the CDD, and its agents, servants, representatives, employees, predecessors, successors and assigns, and each of them, from any and all claims, including attorneys fees, costs and interest, debts, liabilities, obligations, demands,

actions and causes of action known or unknown from the beginning of time the date of this agreement. The Parties agree that this settlement and release relates only to payment and does absolve SPUSA from any honoring warranties, express or implied, regarding any materials or services provided under the water feature contract.

4. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective agents, successors and assigns.

5. **VOLUNTARY AGREEMENT.** Each of the parties hereto declares that the terms of this Agreement have been read and understood and that this Agreement is entered into voluntarily, freely and without.

6. **NO ADMISSION.** The terms of this agreement, including all negotiations leading to the settlement, the payment of consideration therefore and the contents of this Agreement and any documents executed in connection herewith are not intended to constitute and shall not constitute any admission or concession of any kind by any of the parties to this Agreement.

7. **FURTHER DOCUMENTS.** Each party to this Agreement agrees to execute and deliver all documents and to perform all further acts and take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and the transaction contemplated hereby.

8. **COUNTERPARTS.** This Agreement may be executed in any numbers of counterparts, by means of multiple signature pages each containing fewer than all required signatures, and by means of facsimile signatures, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9. **FULL UNDERSTANDING AND ENTIRE AGREEMENT.** The parties hereto, by affixing their signatures, evidence that they have read this Agreement and understand its contents and that the terms and provisions contained herein are in accordance with their desires and agreements and constitute the full understanding between the parties concerning the matters set forth herein. This Agreement shall be deemed the joint product of the CDD and SPUSA and shall not be construed against any party as the drafter. All prior negotiations are merged into and superseded by this Agreement.

10. **PROVISIONS SEVERABLE.** In the event any provision of this Agreement shall be or shall become illegal or unenforceable, in whole or in part, for any reason, the remaining provisions shall nevertheless be deemed valid, binding and subsisting.

11. **SOVEREIGN IMMUNITY.** Nothing herein shall be construed to limit the CDD's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law.

12. **COMPLIANCE WITH PUBLIC RECORDS LAWS.** SPUSA understands and agrees that all documents of any kind provided to the District in connection with the water feature contract and this settlement may be public records, and, accordingly, agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 19.0701, Florida Statutes.

13. **ATTORNEY FEES.** In the event that any action, suit or proceeding shall be brought by any of the parties hereto to enforce any of the terms and conditions of this Agreement, the prevailing party in any such action, suit or proceeding shall be entitled to and shall recover from the non-prevailing party the prevailing party's costs and reasonable attorney's fees as determined by the court.

IN WITNESS WHEREOF, the parties hereto having read and understood this Agreement, and each of them believing that the release, settlement and compromise of the claims upon the terms and conditions set forth in this Agreement to be in their best interests, the undersigned execute this Agreement as of the date first written above.

BY SIGNING BELOW THE SIGNATORY CONFIRMS AND CERTIFIES TO THE CDD THAT EACH COMPANY IS AUTHORIZED TO EXECUTE THIS AGREEMENT AND TO PERFORM ALL OTHER ACTS THAT MAY BE REQUIRED OR NECESSARY TO CARRY FULLY INTO EFFECT THE FOREGOING.

Concord Station Community Development District, a Florida Community Development District	SplashPads USA, a Utah corporation
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____