

**MINUTES OF 07/10/2025 REGULAR MEETING
CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Concord Station Community Development District was held Thursday, July 10, 2025 at 1:30 p.m. at the Concord Station Amenity Center, 18636 Mentmore Blvd., Land O’Lakes, Florida 34638. The public was able to listen and/or participate in-person or live via Teams conference.

I. Call to Order / Roll Call

The meeting was called to order by Ms. Thibault. Roll was called and a quorum was confirmed with the following

Supervisors present:

Jessica LaBarbera (<i>via conference</i>)	Board of Supervisors, Chairman
Randall Griffin	Board of Supervisors, Vice Chairman
Kevin Wagner	Board of Supervisors, Assistant Secretary
Marcela Cisternas	Board of Supervisors, Assistant Secretary

Also present were:

Patricia Thibault	District Manager, Anchor Stone Management
Anna Lyalina	District Finance, Anchor Stone Management
Bethany Drake	Amenity Manager, Concord Station CDD
Mark Lookanan	Maintenance Manager, Concord Station CDD
Danny Hernandez	Amenity Supervisor, Concord Station CDD
Lindsay Moczynski	Kilinski / Van Wyk Law Firm
Meredith Hammock (<i>via conference</i>)	Kilinski / Van Wyk Law Firm
Greg Woodcock	District Engineer, Stantec

Opening Remarks and Attendance Notes

Ms. Thibault officially called the Meeting to order after confirming that quorum had been established. Present in person were Vice Chairman Griffin, Supervisor Wagner, Supervisor Cisternas, and Chairwoman LaBarbera via conference of the Board of Supervisors. Also present were District Management Staff, District Counsel, and Amenity Team members.

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

An initial inquiry was made by a Resident asking if non-agenda items could be addressed. Ms. Thibault clarified that only agenda-related comments would be accepted at this time, with general comments held until the end. However, the Board was amenable to allowing an early comment regarding an urgent resident concern.

A resident, Mr. Valencic of 3878 Wellingborough Court in the Retreat section, expressed serious concerns about large trees planted along Sunlake Boulevard adjacent to his and neighboring properties. Mr. Valencic noted that the trees, which appear to be CDD-owned pin oaks, were planted too close to the homes and the white vinyl fence. He explained that the roots were already encroaching under his foundation, potentially causing structural damage. Supporting photographs had been submitted by his wife, and he reiterated the danger posed by the trees, emphasizing their inappropriate placement and substantial root systems.

Mr. Valencic added that RedTree had previously trimmed the trees but had since stated it was no longer their responsibility. He stated that despite homeowner trimming efforts, the underlying issue of root encroachment remained unaddressed.

District Staff clarified that while residents may trim tree parts encroaching on their property, they may not disturb tree roots located on district property. District Engineer Mr. Woodcock assured the Board that he would review the development’s approved landscape plans to determine whether the trees were mandated plantings under county guidelines. If the trees were part of the Development of Regional Impact (DRI) landscape plan, removal would likely require replanting or mitigation with alternative species.

Landscape contractor Mr. Lucadano, a certified arborist with RedTree, was introduced and offered short-term and long-term mitigation options. These included root pruning, installing root barriers, and crown cleaning to reduce structural risk and improve tree form. He noted that although root barriers could slow further intrusion, large roots already extending under the homes might continue to pose a problem. Excessive root removal could jeopardize home foundations, and complete tree removal, if allowed, might be the most effective long-term solution.

Chairwoman LaBarbera and other board members agreed that a two-part approach would be prudent:

Mr. Woodcock would research the original development and landscape plans to determine compliance obligations.

Mr. Lucadano would conduct a site visit and assessment of the specific trees affecting the properties.

Mr. Valencic asked to be present during Pete's visit and offered his contact number, which was advised against by District Counsel Ms. Hammock due to public record considerations. The affected neighbors, including one across the street from Mr. Valencic, also shared their concerns and thanked the Board for their willingness to consider immediate investigation.

III. Professional Vendor Presentations & Updates

A. Deputy Update: Pasco County Sheriff's Office (PCSO)

B. Solitude Lake Management

1. Waterway Inspection Report

Mr. White and Mr. Wilson presented the monthly inspection report, which had been expanded from 10 to 19 pond site visits to provide better oversight.

Key findings included:

- A tree had fallen at Site W-17, a wetland area, and landed on district infrastructure. The team recommended its prompt removal, especially in light of forecasted rain.
- Overall pond conditions were satisfactory, with vegetation observed to be predominantly beneficial native species such as wall sedge and side rush, which support pond health by stabilizing soil and filtering nutrients.

2. Wetlands & Lake Shoreline Emergent Growth Treatment, Weed, and Trash Removal

Resident concerns were raised regarding Pond W-33, with complaints about overgrown vegetation and general aesthetics. The field team confirmed the presence of beneficial plants and explained that while they may appear unkempt, these plants are often required for ecological balance. However, at the Board's request, the team committed to inspecting W-33 again and including it in the following month's report with photos and plant assessments.

A brief discussion followed about balancing the need for visual appeal with the biological integrity of the ponds. The Board clarified that while trimming beneficial vegetation might be possible, such actions should only be taken if they would not harm the pond's ecological function.

C. RedTree Landscape Systems Maintenance Report

The field team then engaged the Board in a follow-up discussion from the prior meeting regarding the district's landscape maintenance contract. They expressed a willingness to revisit contract pricing or explore value-added or reduced services, depending on community needs and budget constraints.

Chairwoman LaBarbera and other board members reiterated that while the contract had been consolidated earlier in the year into one agreement, the Board would welcome recommendations on either enhancing or reducing services. The team agreed to prepare potential service-level modifications, both upgrades and downgrades, for presentation at the next meeting, including the implications of each on budget and performance.

Mr. Lucadano provided an update on tree maintenance, moss removal, and mowing efforts.

Key points included:

- Completion of hardwood tree pruning and most palm booting at the amenity center.

- Moss removal efforts improved due to better weather conditions.
- Tree crown cleaning and mowing efforts were discussed as part of an ongoing strategy to reduce debris and improve aesthetics.

The Board requested RedTree prioritize pruning along Sunlake Boulevard and Mentmore Drive, especially areas with low-hanging limbs or heavy moss buildup. Mr. Lucadano agreed to extract the relevant section from an existing tree proposal and present it at the next meeting.

Chairwoman LaBarbera and board members voiced concerns about mowing inconsistencies, especially in pocket parks and fields like those on Tuckerton and Trilby, where unmowed areas had prompted resident complaints.

Mr. Lucadano explained that summer rains and saturated grounds had caused significant delays, especially during the shortened Fourth of July week. The company sometimes supplemented with Saturday crews to catch up. He reiterated that wet grass dulls mower blades and damages turf, necessitating judgment calls to avoid compounding damage.

Chairwoman LaBarbera pressed for more transparency and accountability, requesting a published mowing schedule to help the Board track services and respond to resident concerns. Mr. Lucadano explained that while a fixed schedule is challenged by weather variability, the crews operate on a consistent rotation aimed at covering the full district weekly.

The Board also highlighted inconsistencies in field trimming near soccer goals, and Mr. Lucadano confirmed that work had been done that day and additional notes would be taken to ensure better consistency.

The discussion concluded with a reiteration of the importance of regular maintenance and open communication between RedTree and the Board. RedTree agreed to provide a draft schedule and to continue coordinating closely with staff.

The Board returned to discussion regarding a tot lot that had recently been mowed and maintained. There was initial confusion from the HOA, which believed the maintenance had been conducted by Yellowstone Landscaping, as they had historically provided that service. However, it was clarified that the work had actually been performed by RedTree, the CDD's landscaping contractor, after a request from Chairwoman LaBarbera. RedTree responded promptly to the request, performing the mowing and edging by the following morning.

It was noted that the HOA had recently solicited and received a quote from RedTree but found it too high and ultimately opted to reengage Yellowstone, who agreed to continue servicing just that lot. As a result, the Board agreed that RedTree's field resources should be allocated to other priority areas and not used to service the HOA-maintained tot lot.

Chairwoman LaBarbera then raised the question of irrigation servicing the tot lot area. Staff clarified that the irrigation system feeding that area was connected to the CDD's system and that this connection might no longer be appropriate now that the tot lot is no longer a district-maintained property.

It was further disclosed that the HOA had recently voted to remove the tot lot equipment, fencing, and mulch, and to repurpose the space with pavers, picnic tables, and potentially a gazebo. Additionally, the HOA intends to convert a portion of the swale into a temporary gravel parking area, with plans to eventually pave it with asphalt. These plans raised concerns about existing irrigation lines under the area and the potential complications of future maintenance if lines are paved over.

District staff advised that if the irrigation lines remained active, they should be capped at the last set of valves to avoid the CDD inadvertently irrigating non-district (HOA) property. It was agreed that the most prudent course of action would be to cap the lines, discontinue irrigation, and cease mowing in that area, reserving the option to reverse the decision should the CDD ever assume ownership of the parcel.

District counsel added that since the area is private property, irrigation lines would not be formally marked or protected during construction. If the HOA proceeds with paving, any damage to underground lines would likely necessitate reactive repair at the district's expense unless preemptively addressed.

The Board reached consensus to cap the irrigation lines and discontinue mowing, aligning district maintenance responsibilities with property ownership and ensuring public funds are not spent on private property.

145 **1. Consideration of Proposal for Downed Tree in Wellington - \$700**

146 The Board was informed that a tree between Mentmore and Padaca had been successfully removed for a
147 cost of \$455. The work had already been completed. There was brief joking commentary about whether the
148 service could have been provided at no cost, given the Board had just approved a \$10,000 authorization for
149 irrigation work, but no formal objections were raised.
150

151 **2. Discussion of Irrigation Project Status**

152 The Board received an update on the ongoing irrigation system mapping and restoration project. Staff
153 reported significant progress, including the compilation of a comprehensive irrigation map that documents every
154 valve discovered so far, including their functional status and photographic documentation. A total of
155 approximately 15 to 17 valves were now operational across the clubhouse front, fence line, and areas
156 surrounding the courts.

157 One area behind the pool remained non-functional, but due to budget constraints, further investigation had
158 not yet occurred. The Board was presented with a detailed paper map, showing controller zones and valve types,
159 including rotor, spray, bubbler, and drip systems, distinguished by coding annotations.

160 The field manager explained that they had reached the \$5,000 spending limit previously authorized by the Board
161 and requested approval for additional funding to continue the system restoration, recommending a new “not to
162 exceed” authorization of \$10,000. This amount would allow for further restoration efforts down Dunstable Drive
163 and eventually into the Mentmore and Boundary areas.

164 The work would include replacing outdated battery-operated nodes with decoder-controlled valves,
165 performing permanent repairs, and continuing documentation for transparency and accountability. Staff
166 emphasized that much of this effort was required due to the prior contractor's inadequate work and the district's
167 previous expenditures exceeding \$50,000 for a system that had never fully functioned.

168 Board members reviewed the physical progress on-site and expressed a cautious willingness to proceed,
169 noting lingering frustrations over previous contractors and underscoring the importance of trust and
170 transparency in the current vendor relationship. Vice Chair Griffin stated that despite the history, the present
171 team had demonstrated credibility, and supporting the continuation of the project was in the district's best
172 interest.

173 A motion was made and unanimously approved to authorize up to \$10,000 for continued irrigation system
174 restoration. The Board conditioned this approval on the inclusion of a Google Earth-style visual in the final
175 proposal that clearly delineates the service areas addressed by this expenditure.
176

177 On a MOTION by Supervisor Wagner, SECONDED by Supervisor Cisternas, WITH ALL IN FAVOR, the Board
178 authorized up to \$10,000 for the continued restoration of the irrigation system, for the Concord Station Community
179 Development District.

180 **D. District Engineering Report: Stantec Project Manager – Greg Woodcock**

181 **1. Update: Pond Bank Repair Status**

182 The District Engineer provided updates on several pond bank and erosion-related repairs. The contractor
183 scheduled to conduct the operation and maintenance work should begin within two to three weeks, depending
184 on rainfall. The same contractor who successfully completed the Lutterworth pond repairs will be used.
185

186 Two severely eroded pond areas were reinforced with riprap. The proposal for this work was not yet
187 available, and ratification will be presented at the next meeting.

188 Chairwoman LaBarbera shared that the resident whose property had been impacted sent a highly
189 complementary email, expressing appreciation for the district's swift response and thorough repair work.
190

191 **2. Ratification of Emergency Pond Bank Repair – Lutterworth-\$1,950**

Two small erosion areas originally thought to be stable had worsened. Emergency repair work was completed using soil compaction and sod placement. The Board voted unanimously to ratify the emergency expenditure of \$1,950 for this work.

On a MOTION by Supervisor Cisternas, SECONDED by Supervisor Wagner, WITH ALL IN FAVOR, the Board approved the expenditure of \$1,950 for emergency pond bank repair at Lutterworth, for the Concord Station Community Development District.

E. District Counsel: Kilinski Van Wyk

1. Discussion of Pool Incident

The District Counsel, Ms. Hammock, introduced the next topic, a sensitive issue involving an incident at the district's pool and splash pad facilities. Former district staff members observed a young male resident engaging in behavior that included indecent exposure and potentially aggressive actions. The conduct reportedly occurred on multiple occasions and fell within the scope of both criminal and amenity rule violations.

Based on the nature of the behavior and its potential to compromise public safety and welfare, District Counsel recommended a temporary suspension of the individual's access to district amenities, specifically the pool area. The suspension would apply only to the individual, not their entire household, and would be effective until the next regularly scheduled Board meeting.

Counsel emphasized that:

The district's amenity rules allow for suspension due to behaviors deemed dangerous or improper. An appeal process is in place, and the individual or their family has the right to present mitigating information at a public hearing.

If no appeal is submitted, the Board must still formally vote on whether to uphold or terminate the suspension.

Health or disability-related conditions should not be part of the district's deliberations unless voluntarily disclosed by the individual or family as part of an appeal.

Supervisor Cisternas requested clarification on the incident, as she had not been fully briefed. Counsel offered to provide details off the record following the meeting. It was agreed that the formal vote on the suspension would be tabled until later in the meeting, pending further discussion.

The Board temporarily moved to agenda item V.A.1. and subsequently revisited this item.

The conversation transitioned back to a previously tabled discussion regarding a recent incident involving a minor at the amenity center pool. A board member recommended the temporary suspension of the individual's access privileges pending an appeal hearing at the next board meeting. It was noted that access would need to be limited specifically to the individual and not affect their entire household, recognizing the common issue that amenity access fobs are assigned per household, not per person.

District Counsel Ms. Hammock explained that if the board voted to suspend the individual, enforcement would require that the suspended person not be permitted to access any amenity areas. Any household member who knowingly allowed the individual to accompany them to restricted areas would also be in violation of district policy and subject to suspension.

A discussion followed regarding whether to narrowly suspend access to specific areas such as the pool or splash pad, or to simplify enforcement by suspending access to the entire amenity center. The consensus emerged that a full suspension of amenity access for the individual in question would be more practical and enforceable.

Ms. Hammock noted that this approach would be consistent with the board's authority and that template suspension letters from other districts could be adapted for use here. A motion was made and seconded to temporarily suspend the individual's amenity privileges pending the appeal. The motion passed unanimously.

On a MOTION by Supervisor Cisternas, SECONDED by Supervisor Wagner, WITH ALL IN FAVOR, the Board approved the suspension of the resident's access, pending a hearing at the next board meeting, for the Concord Station Community Development District.

2. Consideration of Gator Removal Policy

Counsel then introduced Exhibit 6, a proposed policy codifying the district's procedure for nuisance alligator removal. While residents currently may contact the Florida Wildlife Commission's SNAP program for nuisance gators on private property, the proposed policy would authorize only the District Manager, Chairperson, or Vice Chairperson to approve gator removals on district property.

There was discussion about the criteria for approving removal, particularly the distinction between perceived threat and actual aggression. It was clarified that FWC makes a preliminary assessment, and the district's role is simply to authorize removal when appropriate based on resident reports and size/aggression indicators.

Chairwoman LaBarbera clarified that the policy should align precisely with the Florida Fish and Wildlife Conservation Commission (FWC) guidelines, emphasizing that FWC does not relocate alligators, it euthanizes them once removed, particularly those measuring four feet or more and deemed a threat.

District Counsel advised caution in stating that "all gators will be euthanized," noting that there have been rare cases, such as one in nearby Pasco County, where gators were reportedly relocated. However, the official FWC stance is clear: relocation is not typical, and the public should be made aware that euthanasia is the standard procedure. The consensus was to avoid definitive statements in the policy and instead provide a link to the FWC's official site, allowing residents to read the current guidelines directly.

The policy further stipulates that the district manager, chairperson, or vice-chairperson is authorized to initiate a removal request when a gator is reported on CDD property and is perceived by a resident to pose a threat to people, pets, or property. There was some concern about over-reporting or abuse of this policy based on subjective fear rather than objective threat. Still, the Board concluded that the district must prioritize resident safety and maintain consistent standards across all incidents.

Chairwoman LaBarbera acknowledged the difficult balance between wildlife preservation and resident safety. Board Member Wagner expressed personal reluctance about unnecessary euthanasia, recounting that a familiar gator in one of the community's ponds had never caused harm despite regularly being seen near residents. Nonetheless, the Board agreed that even one incident would be unacceptable, and the district's responsibility was to protect the community, not wildlife. A motion to adopt the alligator removal policy as presented was made, seconded, and passed unanimously.

On a MOTION by Supervisor Cisternas, SECONDED by Supervisor Wagner, WITH ALL IN FAVOR, the Board adopted the Gator Removal Policy, for the Concord Station Community Development District.

The Board also requested that a link to the policy be placed prominently on the district's website, and considered including gator safety tips in an upcoming resident newsletter. It was noted that one resident had repeatedly fed a gator despite warnings from FWC. Counsel advised that any educational outreach should come from FWC directly and not the district to avoid liability. A suggestion was made to coordinate a safety seminar with FWC and law enforcement, potentially around back-to-school season. This event could also include information on scooters, electric bikes, and pedestrian safety for children.

District Counsel noted that if such an event is sponsored or organized by the district and a quorum of board members is present, it must be properly noticed as a public meeting. Chairwoman LaBarbera confirmed she would work with district management to coordinate with FWC and arrange for public notice if the idea materializes.

287
288 **3. Discussion of Human Resources Attorney - Sniffen & Spellman**

289 District Counsel then presented Exhibit 7, proposing that the Board engage the law firm Sniffen &
290 Spellman, P.A. to serve as human resources counsel. This recommendation was prompted by the district's recent
291 transition to employing staff directly, an uncommon but not unprecedented model for CDDs. Because of the
292 legal nuances surrounding direct employment, especially regarding labor regulations, internal complaints,
293 payment standards, and liability, it was strongly advised that the district retain a specialized HR law firm to
294 guide policy development and mitigate risk.

295 Sniffen & Spellman is based in Tallahassee and has previously worked with the district's legal counsel on
296 complex federal employment litigation. Their expertise includes public sector employment law, and they are
297 well-positioned to provide tailored advice on employee handbooks, roles and responsibilities, disciplinary
298 procedures, and compliance with federal and state labor regulations.

299 Counsel explained that there would be no retainer fee; the district would only incur charges when tasks are
300 assigned. An initial scope of work would likely include a review or revision of current employment policies,
301 especially those inherited from previous district management.

302 Board members debated whether the district's existing management service provider (Heartland) already
303 provided a sufficient employee policy manual. It was acknowledged that Heartland's policies might be overly
304 generalized, and that legal review to customize these policies for Concord Station could be beneficial. Several
305 board members favored a compromise in which Sniffen & Spellman would begin by reviewing existing
306 documentation and suggesting specific updates, rather than drafting entirely new manuals.

307 Supervisor Cisternas raised the issue of procedural fairness, suggesting that the Board consider comparing
308 at least two HR law firms before proceeding. However, it was noted that an emerging personnel matter may
309 require immediate legal counsel. Given this urgency and the firm recommendation from district counsel, the
310 Board chose to proceed without seeking additional proposals.

311 District Counsel clarified that the firm offers discounted CDD hourly rates and has no conflict of interest
312 in representing the district. She added that the attorneys most likely to handle Concord Station's needs would
313 be Robert Sniffen and Mitch Herring, both of whom have extensive experience in municipal employment law.
314 A motion to engage Sniffen & Spellman, P.A. as human resources counsel for the district was made, seconded,
315 and passed unanimously.
316

317 On a MOTION by Supervisor Wagner, SECONDED by Supervisor Cisternas, WITH ALL IN FAVOR, the Board
318 approved the engagement of Sniffen & Spellman, P.A. as human resources counsel, for the Concord Station Community
319 Development District.

320
321 Counsel confirmed that she would serve as the liaison between the district and the law firm, and that an
322 engagement letter would be prepared and executed promptly. The firm will also provide the Board with a
323 summary of the kinds of employment documentation and compliance measures that should be implemented
324 moving forward.
325

326 **F. Discussion of Heartland Advisory Services**

327 The board next discussed the offering from Heartland Advisory Services, which includes free labor law posters
328 and guidance on a range of human resources issues including discrimination, employee safety, and termination.
329 Ms. Thibault, District Manager, explained that the service could be useful for day-to-day HR questions, though not
330 for public employer compliance.

331 Ms. Hammock clarified that the proposal explicitly excludes services related to public sector employment law,
332 and therefore its utility for the CDD, being a governmental entity, would be limited. The board acknowledged the
333 clarification and moved on.
334

G. Amenity & Lifestyle Manager: – Bethany Drake & Danny Hernandez

1. Amenity Task List

Status discussion:

i. Staff Changes

Supervisor Berdeguez's Statement and Board Response

Supervisor Berdeguez submitted a written statement, which was read into the record at his request.
The text of the letter is as follows:

Concord Station Board of Directors
District Manager- Anchor Stone Management
District Counsel -Kilinski Van Wyk
District Engineer- Stanec Engineering

This past week some developments in the Concord Station CDD have made me quiet angry because the Chairwoman and Vice Chair have me convinced that they are trying to manipulate the Board. I have taken an Oath to abide by the Sunshine Laws and Ethics in Florida, but it seems that the Chairwoman and Vice Chair have circumvented the usual practices of the past.

It is my assumption that the "Appearance of Collusion" is evident. I received Javier Magria's letter of resignation, but I'm not sure if anyone on the Board, aside from Randall Griffin, did. I would like for the District Manager to read the entire letter if they didn't receive it. He titled it "Things you need to be aware of" and it was very explicit of his treatment by the Vice Chair.

Ever since Angel Rivera, former CDD Supervisor, made the similar accusations, I've had my doubts that they were in collusion. After her resignation from the Board, Donna Matthias also confessed to me the same thing and asked for me to take charge of the Chairmanship. In his letter, Javier states that Randall "told me in the past that he and Jess are very tight and see things the same way and speak about how to get things done outside of the Board meetings and that he did not care if I knew or not because he thought that I would NOT say anything to anyone." This is a clear violation of Sunshine Law.

But the following is what I perceived as suspicious

1. April 10th meeting the Chair announced that we should move on from Kai/Breeze Amenities Services and the Board agreed, but without discussion, the Vice Chair introduced a plan for self management, a plan that the Chair enthusiastically endorsed. The Board then discussed this plan and agreed to have two or more Amenities Services company make a proposal, which the District Counsel said he would have at the next meeting without submitting an RFP (as usual practice). Meanwhile, the Board also agreed to make Randall Griffith the liaison to obtain resumes for the Board to entertain in hiring. His authority was just to bring in candidates for the Board to select from. The idea was to have either an Amenity Services company or candidates for Self Management before Kai/Breeze last day of management was set for May 30th. The Board agreed to entertain salaries of \$80K for Manager, \$70K for Maintenance and \$60K for Asst Manager with one Part time Concierge at a rate to be determined later.

2. April 28th Continuation Meeting: District Counsel Babbar brought in only one company, Vesta because the others that presented at the last Amenity Services meeting decline to submit a proposal. The Board interviewed several candidates and later announce to go this route and letting Randall Griffin make the

384 offers on behalf of the Board. Javier, Jennifer and Mark were to start in May
385 overlapping Kai/Breeze to allow them to assimilate with Clubhouse procedures. The
386 Board agreed to have the Manager hire the Part time Concierge, not the Board. He
387 would have the freedom to interview and hire as fit. At this point, Randall Griffin's
388 role as liaison should have ended. At this meeting, both the Chair and Vice Chair
389 commented that the District Manager, Kai, was employing Foreign Nationals that
390 worked on support staff outside of the country, impacting financial aspects and coding
391 invoices, while also employing the part time maintenance worker, Alex, at Long Lake
392 Ranch. How did they both know this?

393 3. May 8th meeting Kai/Breeze was terminated as District Management. In
394 the audience, by invitation and ready for a proposal presentation was Patricia Thibault
395 and her new staff at Anchor Stone. It was as they had discussed to move on from
396 Kai/Breeze and both Chair and Vice Chair were in discussion with Patricia to take
397 over. No formal RFP was made. Patricia made her presentation and if we acted
398 immediately she would give us a one year discount on the fees. The rest to the Board
399 was unaware that this was happening. Since Kai/Breeze was let go effective
400 immediately, without a 30day notice, the Board had no choice but to hire Anchor
401 Stone Management. It felt like we were being manipulated by the Chair and Vice
402 Chair. He introduced her as if he and the Chair agreed to bring her in.

403 4. June 12th meeting: Anchor Stone's first meeting with the Board had a
404 very peculiar agenda item, the Consideration and Discussion of hiring Kilinski Van
405 Wyk for Legal Services. Obviously, the Chair had asked Patricia to bring someone to
406 replace Staley Robin Vericker without Board approval or formally terminating them
407 for cause. The Chair and Vice Chair both echoed that the Board needs to consider
408 moving on because Staley worked with Kai/Breeze too closely. I was shocked and
409 asked why was this being considered and her answer is "why do you want to stay
410 with them, what have they done for us?" If the Board wanted to move on from Staley,
411 why wasn't a formal RFP requested. She, Randy and to an extent Patricia,
412 manipulated the Board to accept KVV immediately and terminate Staley on the spot.

413 The most current event is what has happened after Javier's resignation on June
414 21st. He resigned with a letter that was shocking to me because I trusted both Chair
415 and Vice Chair to do the correct thing. The moment that happened and the Asst
416 Manager also submitted her resignation, it seemed that something was not right.
417 Randall Griffin's involvement with the staff was the catalyst for these events. On July
418 6th, we received an email from Bethany Drake introducing herself as Clubhouse
419 Manager. My immediate reaction was shock, since only the Board has the power to
420 hire new employees for the Clubhouse, we agreed to Self Manage the Clubhouse as
421 a Board, a bad idea to begin with. I contacted Patricia Thibault immediately to inquire
422 who hired her without Board approval. She stated, after many attempts to get the
423 truth, that VC Griffin hired her after an interview on July 1st with Jennifer, Mark,
424 Danny Hernandez and herself. She emphatically stated that the Chair was not
425 involved with the interview or offer being made. I explicitly asked why wasn't an
426 Emergency meeting called by the Chair. After she inquired from Counsel she said
427 that this wasn't classified as an Emergency, which I understand, but it should've
428 triggered a Special Meeting with a 7 day notice. The issue I have is that 1) Danny
429 Hernandez, a former Kai/Breeze employee, shouldn't be interviewing anyone on
430 behalf of the Board. 2) District Manager Thibault should've told the VC that he
431 couldn't hire without Board Approval. 3) Jennifer had already told them that she will
432 resign and shouldn't hire anyone on behalf of the Board. This is another attempt to

manipulate the Board into hiring someone that we didn't even see a resume, interview or meet.

Just as an FYI, The District Engineer and the Landscaping Contract were also replaced without formal RFQ while I was convalescing from knee surgery, did the Board have any choice?

After discussing with Lindsay Moczynski from KVV, she said that I have the ability on the Board to request that Chairwoman LaBarbera and Vice Chair Griffin be removed from their positions as Chair and Vice Chair. They have lost my trust and confidence that they will obey Florida Sunshine Law and Ethics. I will continually make this request at all meetings until they are removed as Chair and Vice Chair.

Respectfully,
Fred Berdeguez

As referenced in the foregoing statement by Supervisor Berdeguez, the resignation letter of Javier Magria was conveyed to Supervisor Griffin, in writing by e-mail, on the 21st of June 2025, as follows:

Randy,

The problem I have is with you! In the past 4.5 weeks you have been coming in when you know that I am off after working my scheduled 40 + hours and you know that I work on Sunday, Monday, Tuesday, Wednesday, Thursday and I am OFF Friday and Saturday. You also know that Jennifer is working Tuesday, Wednesday, Thursday, Friday and Saturday so that we can cover the week. You also know that we have been working all by ourselves covering the clubhouse until June 13th when Lauren started.

Jennifer and Mark have both told me that you have been asking about me and making them feel very uncomfortable in doing so. You have been giving them orders and tasks behind my back and NOT bothering to even tell me about it. You are the liaison NOT the manager, you are supposed to tell me first and communicate with me with any issues.

Yet, all you do at every chance is create a very hostile work environment and pit the staff against each other for your own twisted power struggle. You have yelled and disrespected me in front of the staff NOT allowing me to engage in the meeting with RED tree landscaping taking over the meeting. When I attempted to tell you about your improper behavior privately you went off on me again talking to me like I was your 10 year old son. The staff was telling me every time you came around and were very tired of it. It is very unprofessional of you to do that ! If you have an issue with me then you should come to me and speak about it like an adult, NOT like a high school kid gossiping in the school yard.

You had an attitude from the very first week when you asked me to get rid of Robert Stone and the Breeze staff and to take their keys from them. When I said NO, and tried to explain It was not a good idea since we needed them to stay and tell us about the daily routines, bills, issues, policies and procedures and all areas of concern with the property and to get us all acclimated with the routine there as of late. The next week you approached Jennifer and asked her to do the same thing behind my back. I let it go to not turn it into an ordeal.

It turned out that I was right and we needed them to help us deal with many issues that were buried and bills that were past due over 90 days, missing equipment and more. You have given me a hard time ever since!

481 You go out of your way to exclude me in processes giving orders to my staff
482 and fail to communicate with me what you are doing! Apparently you want to be and
483 continue to act like the manager on a daily basis, gas lighting me and anyone in your
484 path.

485 In the past few days you have managed to poison the mind of Jennifer with your
486 narsasitic and abrasive ways. To the point that she is resigning and she told you 2
487 days earlier than me because she did not want to ruin my days off.

488 I have NOTHING but the utmost respect for her and what she has gone through.
489 You turned it into a game to suit your power play!

490 You could have reached out and did your job as the liaison, instead you asked
491 Jennifer to post a job and start fielding resumes without telling me. But, she did tell
492 me. I advised her to let me know when she got some quality candidates so we could
493 set up some interviews. Apparently she got fed up and told me she does NOT want
494 to be involved in our fight. I texted her this morning to follow up and she advised me
495 that she has interviews all day today. I asked her if you told her not to tell me. She
496 texted me back that she was in an interview. I left it at that.

497 So now you are ordering me to not have contact with my assistant manager. You
498 sent her into my work email to get information out without my permission and you
499 tell me that my password was changed. You don't have the right to send anyone into
500 the managers emails. If you need something all you need to do is call or text me
501 exactly like she has done many times in the past. Again, Randy, that is 100%
502 unprofessional on your part.

503 I have several of your disrespectful emails that you have sent me over the weeks
504 with your sarcastic abrasive tones and they are 100% unprofessional on your part.
505 You act like your opinion is the only one that matters and you're quick to dismiss
506 anyone who disagrees with you!

507 You also had a follow up conversation with Bay Island contractors this week
508 who are contracted to fix the Tower Monument and never told me about it. Mark and
509 I had already asked for another Bid for removing the top and another for fixing the
510 top after more extensive damage was found so we could present to the board at the
511 next meeting to vote on and you ended up firing them without a vote by the Board.

512 I believe that you are violating your position as a board member by acting like
513 the manager and giving orders to staff during the day to day operations of the
514 clubhouse. Furthermore, I feel you have NO business being on the Board after your
515 actions as of late. I now see after many deep conversations with Robert Stone how
516 you have manipulated your position to stir the pot in many situations and not given
517 the proper support to some of the previous staff members here at the clubhouse. You
518 are apparently the main common denominator in many issues at Concord Station.
519 You have told me in the past that you and Jess are very tight and see things the same
520 way and speak about how to get things done outside of the board meetings and that
521 you did not care if I knew or not because you thought that I would NOT say anything
522 to anyone. I think that it is very unprofessional of you!

523 I am seriously considering reporting you to the Pasco county board of ethics!

524 You have the nerve to talk about trust , you talk about everyone on the Board
525 behind their backs joining just to get their own personal agenda done and then move
526 on.

527 I have worked very hard at this job and was able to turn many things around. I
528 have made great deals with many vendors along the way saving the CDD over
529 \$150,000 of wasted money and made many improvements to the clubhouse. You were

530 quick to dismiss that in our last email. You give NO positive encouragement, just
531 sarcastic digs at every turn!

532 So, now I hear that the new part timer Kim has walked out in the middle of her
533 shift, apparently NOT liking what she heard about you.

534 I don't want to be associated with the likes of you any longer Randy Griffin.

535 So, at this time consider this my resignation from the Concord Station
536 manager's position effective immediately!!

537 I will be turning in my keys this week. Be advised that Jennifer Cain has my
538 Debit card.

539
540 Following the reading of Supervisor Berdeguez's Statement, District Manager Ms. Thibault provided
541 a clarification that she had discussed with Supervisor Berdeguez the differences between emergency and
542 special meetings and informed him that, under Florida law, only the Governor may remove elected board
543 members. However, officer designations (Chair, Vice Chair) may be changed through board vote.

544 Ms. Hammock affirmed that RFPs are not legally required for professional services such as legal or
545 district management under Florida law. District Manager Ms. Thibault confirmed that the landscaping
546 contract had followed the formal process, while the engineering contract status was still being reviewed.

547 Ms. Thibault emphasized that throughout the recent hiring process for clubhouse staff, she never
548 observed or experienced collusion between Chairwoman LaBarbera and Vice Chair Griffin. She stated that
549 all decisions were transparently made and that she was not directed by board leadership outside of board
550 meetings.

551 Ms. Moczynski (the District Counsel), stated that her firm typically sends a Sunshine Law best-
552 practices memo to all new districts, and confirmed that high-profile Sunshine Law violations have recently
553 resulted in criminal charges for other board members in Florida.

554 Chairwoman LaBarbera and multiple board members then provided their personal perspectives:
555 Chairwoman LaBarbera expressed disappointment and surprise at the allegations, refuting statements
556 attributed to her and asserting that the record misrepresented both her actions and the board's decisions.
557 Supervisor Cisternas defended the integrity of the board's decisions, pointing out that Supervisor Berdeguez
558 had previously voted in favor of several motions he later questioned. She argued that familiarity among
559 board members should not be equated with impropriety.

560 Supervisor Wagner described the letter as partially factual and partially opinion-based. He
561 accepted responsibility for missing one meeting and expressed support for how the board handled the rapid
562 staffing issues.

563 Vice Chair Griffin suggested that Supervisor Berdeguez speak directly with the former staff
564 members to better understand their resignations and motivations.

565
566 **ii. Request to Move Danny Hernandez to Full Time Position**

567 Returning to the administrative agenda, the board reviewed offer letters that had been extended to Ms.
568 Drake and Mr. Hernandez for employment at the amenity center. Both offer letters clearly stated that
569 employment was contingent upon board approval at the July 10 meeting.

570 The Board engaged in an in-depth discussion regarding the scope of authority previously granted to
571 Vice Chair Griffin in his role as HR liaison, particularly as it pertained to the recent urgent staffing changes
572 involving the clubhouse personnel. It was noted that, although the Board had voted to designate Vice Chair
573 Griffin as liaison to oversee hiring functions, the parameters of that authority had not been explicitly
574 defined. Several Board members and District Counsel acknowledged that this lack of specificity contributed
575 to confusion about the extent of decision-making delegated to the liaison, especially in high-pressure
576 scenarios such as the one recently encountered over the July 4th holiday.

577 Ms. Hammock clarified that, under Florida law and statutory provisions, the full Board retains the
578 legal authority to approve hiring decisions, and any delegation of that authority must be clearly defined and

ratified via Board action. She further advised that, in situations deemed urgent or emergency in nature, where a delay in action could result in closure or disruption of amenity operations, the Board could choose to authorize a liaison to extend conditional offers of employment. However, such authority must be expressly approved and reflected on the public record.

Board members revisited the recent scenario where the clubhouse faced potential closure due to the resignation of key staff. Several members commended Vice Chair Griffin for acting swiftly to prevent operational disruption. Vice Chair Griffin explained that his actions were guided by prior Board decisions that had already approved the positions, compensation packages, and benefit structures. He emphasized that all offers made were clearly stated as contingent upon Board approval, and that he had maintained ongoing communication with management throughout the process.

Board members agreed that while the situation was handled appropriately under the circumstances, there was consensus that going forward, the process needed to be formally codified. There was considerable discussion about whether such authority should be time-bound, project-specific, or permanent. While Ms. Hammock recommended specifying either a timeframe or a fixed scope for the liaison's authority, the Board ultimately leaned toward a more practical, project-based approach. They emphasized the need to maintain operational continuity of the amenity center, particularly when unexpected staffing vacancies arise.

In response, a motion was made to formally expand the role of the HR liaison, currently held by Vice Chair Griffin, to include the authority, during emergency or urgent situations that would directly impact the functioning of the District's amenities, to independently collect resumes, conduct interviews, and extend conditional offers of employment. This authority would only apply to positions that have already been approved by the Board in terms of scope, salary, hours, and benefits, and any offers made would remain subject to Board ratification at the next scheduled meeting.

Ms. Hammock strongly recommended that the motion language include a clear definition of what constitutes an "emergency" or "urgent situation." The Board concurred that such circumstances would be defined as any staffing loss or disruption that would have a direct and immediate impact on the ability of the amenities to remain operational. This broad definition was agreed to be sufficient without needing to exhaustively list every possible qualifying scenario.

On a MOTION by Supervisor Cisternas, SECONDED by Supervisor Wagner, WITH ALL IN FAVOR, The Board approved the expansion of Vice Chair Griffin's role as HR liaison to include the authority, in the event of an emergency or urgent situation that would directly impact the ability of the amenities to remain operational, to collect resumes, conduct interviews, and extend contingent offers of employment for positions whose responsibilities, work hours, compensation, and benefits have already been previously approved by the Board. All such offers shall remain subject to final confirmation by the Board at the next regularly scheduled meeting, for the Concord Station Community Development District.

Following the discussion and approval of the expanded HR liaison role, the Board turned its attention to the offer letters that had been previously extended on a contingent basis. It was noted that the individuals in question had already begun working under those terms. A motion was made and seconded to formally accept the offer letters and confirm the individuals as permanent employees. The motion passed unanimously.

On a MOTION by Supervisor Cisternas, SECONDED by Supervisor Wagner, WITH ALL IN FAVOR, The Board approved the offer letters to Mr. Hernandez and Ms. Drake confirm the individuals as permanent employees, for the Concord Station Community Development District.

iii. Sign Verbiage

The Board clarified that all signs for the pool, playground, amenity center, and fitness center had been approved pending finalization of the verbiage. A brief discussion followed on whether signs should refer to “residents,” “residents and guests,” or “patrons.”

District Counsel Hammock advised that the correct legal term, consistent with the District’s amenity policies, is “patrons,” which encompasses residents, guests, non-residents, and qualified renters. The Board agreed and directed Ms. Drake to proceed with ordering all approved signage using the term “patrons.”

It was also clarified that signage relating to new parking rules, such as “no parking” or restrictions on motorized vehicles on sidewalks and grass, was not yet approved. Ms. Hammock explained that any new parking rules on CDD property would require formal adoption through a public hearing pursuant to Florida Statutes. She and her team would work with Ms. Thibault and staff to prepare a proposed policy for presentation and public notice at the next meeting, with the goal of adopting a resolution at the September meeting.

Chairman LaBarbera reiterated that any new signage unrelated to parking should not be delayed and that Ms. Drake was authorized to proceed with all previously approved signs now that the verbiage was finalized.

iv. Basketballs & Tennis Racket Purchase

Updates were also provided on the basketball and tennis courts, which had recently been resurfaced and were set to reopen the next day. Blue lines for pickleball were confirmed to be properly installed.

v. Summer Celebration Event & Approval of Expenditures

Staff proceeded to provide updates, starting with preparations for the July event, noting the urgency due to the date approaching quickly.

A proposal had been obtained from "Let's Plan a Party" for a summer celebration event. The package included entertainment elements such as face painting, a balloon twister, an obstacle course, and a photo backdrop. Catering would consist of hot dogs served on fresh buns, chips, soda, and cookies, along with a full condiment station and necessary utensils. Two options were presented: a staffed buffet and an unstaffed buffet. The preference expressed was for the unstaffed option, with staff volunteers managing the food service directly to save on cost. The presenter agreed to highlight the unstaffed buffet cost at the bottom of the estimate for clarity.

It was suggested that physical copies of such proposals be distributed in advance of meetings moving forward, and the presenter committed to delivering such proposals at least seven days before the meeting date. A board member offered a commendation to Ms. Drake, the new team member, for stepping in under short notice and performing admirably despite limited training time.

Discussion then turned to the timing of the event. Originally set for Sunday, July 20th, concerns were raised about the short notice and potential for low community turnout. Board members considered pushing the event to either July 27th or August 2nd to allow more time for community outreach. The final decision leaned toward August 2nd, a Saturday, given that Saturdays generally attract greater attendance and align better with families’ schedules. A MailChimp blast and updated newsletter would be sent out to communicate the new date once confirmed.

There was also a suggestion to consolidate the event with a back-to-school celebration. This would allow for a combined event featuring school supply giveaways using petty cash (debit card) funds. It was agreed that supplies could be purchased affordably given seasonal sales, and that merging the events would reduce duplication while increasing community value. The board favored naming the event the “Back to School Bash.”

Attendance estimates from the prior year were referenced, 300 hot dogs served, prompting a note to increase this year's catering quantity, even though the original proposal anticipated only 100–150 attendees. The board discussed the possibility of increasing the total event budget and reached consensus on a not-to-

exceed amount of \$4,500. A motion to approve this expenditure was made and seconded. With no objections from call-in attendees, the motion was carried unanimously.

On a MOTION by Supervisor Cisternas, SECONDED by Supervisor Wagner, WITH ALL IN FAVOR, the Board approved a not-to-exceed amount of \$4,500 for the annual back to school event, for the Concord Station Community Development District.

Chairman LaBarbera raised a request for staff to solicit price comparisons and not rely solely on "Let's Plan a Party," citing previous instances where the vendor's pricing was comparatively high. Staff acknowledged the concern and committed to gathering competitive bids in the future.

A resident, Ms. Renee Gelin of Morgan's Castle, voiced support for the August date, echoing sentiments that it better aligned with school schedules and would likely yield stronger community participation.

vi. Annual Events

vii. Fitness Center Update

The meeting then transitioned into facilities updates. A discussion was held regarding the purchase order for fitness equipment. Legal counsel clarified that their firm typically drafts the final agreement incorporating the vendor's proposal as an exhibit. This ensures the District is legally protected and complies with applicable statutes. Following vendor signature, the contract is executed by district staff, usually by the Chair.

Staff noted that the signed PO had been received, and once the payment check was issued, the fitness equipment would arrive within approximately three weeks. Plans were in motion to coordinate professional cleaning of the gym floor during this interim. It was noted that replacement was unnecessary, the flooring only required a thorough, appropriate cleaning due to its specialty surface. The goal was to clean between equipment removal and installation, though staff was also prepared to find a vendor capable of moving equipment temporarily if needed.

Board members supported notifying the community via newsletter of the upcoming gym improvements and anticipated closures. Positive communication would emphasize equipment replacement and facility enhancement.

viii. Security Camera Update

The Board engaged in a detailed discussion regarding the revised proposal from UCS Systems for the installation of new security cameras. A key point of confusion involved changes in the number and type of cameras included in various iterations of the proposal.

Initially, the scope involved utilizing existing cabling to support 24 functioning cameras, with the installation of 22 4K 8MP varifocal turret cameras. In a subsequent revision, the number of these cameras was reduced to 17. The latest proposal also included two Ubiquiti wireless video transmitters and additional camera points for three new poles, reducing the number of future NVR expansion cameras from three to two.

Ms. Drake explained that she was still reviewing the details and was particularly focused on the reduction in the number of 4K 8MP cameras from 22 to 17. This change represented a significant scope adjustment, although the overall cost remained unchanged at \$22,300.

District Counsel Meredith Hammock expressed concern over the lack of time provided to adequately review the updated materials, reiterating that agenda items should be posted at least seven days in advance. She emphasized caution in moving forward without full legal review of the new scope.

Nonetheless, the Board agreed that if the total price remained unchanged and staff was satisfied with the new scope, it could proceed. Ms. Hammock confirmed that if the scope modification remained within the already-approved budget, her office could move forward with finalizing the contract, provided on-site staff endorsed the revised plan.

Motion: A motion was made and unanimously approved to authorize Ms. Drake to meet with UCS Systems and, if the agreed scope includes at least 24 cameras at the previously approved price of \$22,300, she may proceed with finalizing the agreement.

On a MOTION by Vice Chair Griffin, SECONDED by Supervisor Cisternas, WITH ALL IN FAVOR, The Board authorized Ms. Drake to finalize the security system purchase, provided it includes at least 24 cameras and stays within the approved \$22,300 budget, for the Concord Station Community Development District.

ix. Monument Restoration Project Status

Chairman LaBarbera raised the topic of the unresolved issue regarding repairs to the community clock tower. He recounted a phone conversation he and Mr. Lookanan had with the original contractor, who became combative and ultimately declined to continue with the work, citing unforeseen structural issues that increased costs.

Chairman LaBarbera recommended an alternative approach: renting a lift to remove the damaged top portion of the structure, capping it with plywood and shingles, and deferring any electrical restoration until the upcoming permanent lighting project. He argued this would be a cost-effective solution to close out the item.

Mr. Lookanan expressed willingness to assess the structure firsthand using a scissor lift, but questions were raised regarding liability, insurance, and safety protocols.

District Counsel Hammock advised that any such activity would require review by both legal counsel and the District's insurance carrier to ensure compliance with OSHA standards and avoid liability.

A motion was made and unanimously approved to authorize Mr. Lookanan to rent a scissor lift and inspect the structure, contingent upon legal counsel and insurance carrier approval. Mr. Lookanan would then provide a recommendation based on his assessment.

On a MOTION by Supervisor Wagner, SECONDED by Chairman LaBarbera, WITH ALL IN FAVOR, the Board authorized Mr. Lookanan to rent a scissor lift and inspect the structure, pending approval from legal counsel and the insurance carrier, for the Concord Station Community Development District.

x. Clubhouse Cleaning

Ms. Drake presented four cleaning service proposals to the Board for consideration. Each included pricing for an initial deep clean and ongoing maintenance cleaning.

Sparkling Faith Cleaning Services

- Initial deep clean: \$600
- Maintenance: 3x/week, \$600/week (\$2,400/month; \$28,800/year)
- Did not specify scope of maintenance work

Blue Flash Cleaning Services (Ms. Drake's recommendation)

- Initial deep clean: \$450
- Maintenance: \$140/visit, 3x/week (\$1,680/month; \$21,840/year)
- Willing to negotiate a 2x/week schedule
- Ms. Drake confirmed that supplies would be provided by the company

M&G Janitorial (included in prior agenda materials)

- Initial deep clean: \$1,150
- Maintenance: \$1,400/month (3x/week; \$16,800/year)
- Supplies not included; scope included clubhouse, bathrooms, kitchen, fitness center, and courts

After discussion, the Board agreed Blue Flash offered the most competitive pricing and flexibility. They debated reducing the cleaning schedule to two days per week to align with budget constraints and allow staff to handle daily surface maintenance. Concerns were raised over the exclusion of the fitness center from Blue Flash's initial proposal, particularly due to the special flooring materials.

Ms. Drake committed to clarifying that Blue Flash would:

- Clean the fitness center's mirrors, handles, and non-floor surfaces;
- Continue using their own supplies;
- Confirm that the adjusted proposal fits within budget.

A motion was made and unanimously approved to award the clubhouse cleaning contract to Blue Flash, contingent upon:

- A cleaning schedule of two days per week,
- Inclusion of the fitness center (non-floor areas),
- Confirmation that the company provides all cleaning supplies,
- The total cost not to exceed \$200 per visit.

On a MOTION by Vice Chair Griffin, SECONDED by Supervisor Cisternas, WITH ALL IN FAVOR, The Board approved awarding the clubhouse cleaning contract to Blue Flash, contingent on a twice-weekly schedule, inclusion of non-floor areas in the fitness center, the company supplying all cleaning materials, and a cost not exceeding \$200 per visit, for the Concord Station Community Development District.

A second motion to approve the initial deep clean, presented as a separate \$450 proposal, was then considered and unanimously approved.

On a MOTION by Supervisor Cisternas, SECONDED by Vice Chair Griffin, WITH ALL IN FAVOR, The Board approved the expenditure of \$450 for an initial deep clean, for the Concord Station Community Development District.

Grout Rhino – Floor Cleaning

The Board revisited the prior decision to clean and seal the clubhouse grout biannually using Grout Rhino. Ms. Cain had previously contacted the vendor to obtain an updated quote and compare it to last year's cost of \$2,221.50. Ms. Drake confirmed she would follow up on Jennifer's inquiry and review past invoices. The Board reaffirmed its satisfaction with Grout Rhino's work and its status as a preferred vendor for this service.

xi. Clubhouse Locks

The Board discussed proposals to replace clubhouse locks, including both residential-grade quick set locks and higher-grade commercial locks. A member raised concerns about replacing locks based on unconfirmed assumptions that keys had not been returned, especially since the facility is protected by an alarm system with changeable codes.

It was suggested that re-keyable locks could be installed in-house to reduce costs. However, no action was taken, and discussion transitioned to broader commentary about fiscal prudence and project tracking.

2. Status of June Approved Contracts from June

i. Cathys Cleaning - could not meet terms

No discussion was heard.

ii. Cintas – could not meet terms

No discussion was heard.

iii. Bandit Fitness Equipment - contract executed 07.07.2025

No discussion was heard.

iv. Blue Wave Lighting – contract sent to vendor - comments sent to attorney on 07.09.2025

No discussion was heard.

v. Termination of PCSO - sent to Sheriff Office

A termination letter had been sent to Pasco County Sheriff's Office regarding their prior security services contract. The Board cited excessive indirect costs (e.g., shoes, ammunition, vehicle tires) as justification for the termination. Counsel confirmed the letter had been received and distributed to appropriate parties.

3. Consideration of Proposal for Janitorial Service - M& G Janitorial \$1,400 per Month – FY 2026 Budget: \$20,500

4. Consideration for Approval – Contingent Offer Letter to Bethany Drake & Danny Hernandez

IV. Administrative Items

The unaudited May 2025 financials were included in the meeting packet. With no substantive discussion, a motion was made to approve administrative items A through C, which included the May financials and minutes from May 28 and June 12, 2025 (noting a correction to Ms. Lindsay's surname in the June minutes). The motion was seconded and approved.

A. Consideration/Acceptance of the Concord Station CDD: May 2025 Unaudited Financial Statements

Motion carried as part of the consent agenda.

B. Consideration for Approval of the Minutes of the Concord Station CDD: May 28, 2025 Budget Workshop Meeting

Motion carried as part of the consent agenda.

C. Consideration for Approval of the Minutes of the Concord Station CDD: June 12, 2025 Regular Meeting

Motion carried as part of the consent agenda.

On a MOTION by Supervisor Cisternas, SECONDED by Supervisor Wagner, WITH ALL IN FAVOR, The Board approved the July 10 Regular Meeting's Consent Agenda, for the Concord Station Community Development District.

D. Discussion of Spending Resolution - 2024-06

The Board reviewed Exhibit 15, which outlined spending authority levels, \$5,000 for the Chair, \$10,000 combined authority for the Chair and District Manager, and \$1,000 for the Clubhouse Manager. After discussion, the Board agreed to leave current thresholds unchanged.

E. Acceptance of the FY 2024 Audited Financial Report

The FY2024 audit report was reviewed. It was noted as a clean audit with no findings. A motion to approve was made, seconded, and unanimously adopted.

On a MOTION by Supervisor Wagner, SECONDED by Supervisor Cisternas, WITH ALL IN FAVOR, The Board accepted the FY 2024 Audited Financial Report, for the Concord Station Community Development District.

V. Other Matters to be Introduced

A. Consideration of Pool Maintenance Proposals, Budget \$27,600

1. Cooper Pools - \$4,680 mo 3x Weekly – M, W, F. Annual=\$56,160

The Board then welcomed Mr. Bob Boling of Cooper Pools, who presented a proposal for pool maintenance services under Exhibit 17. Mr. Boling introduced his company, noting that Cooper Pools has been in operation for 16 years and specializes in commercial and large-scale community pools. He emphasized that over 92% of the company's revenue comes from commercial contracts, not residential services.

Mr. Boling explained that he and the company's owner had recently been invited to participate in code revision discussions with the Florida Department of Health in Tallahassee, further demonstrating their expertise. Cooper Pools currently services similar-sized pools in the area and works closely with health departments in Pasco, Hillsborough, Manatee, and other counties.

The proposal submitted was for a three-day-a-week pool service tailored to Concord Station's 201,000-gallon pool and adjacent splash pad. Mr. Boling explained that three-day service is generally sufficient for communities of Concord Station's size and bather load, unless significant overcrowding or special conditions arise. The standard service schedule would likely be Monday, Wednesday, and Friday, with adjustments during leaf or pollen season as needed.

He also addressed public safety, noting that the pool can remain open during normal cleaning activities. The only exception would be if manual chlorine dosing is required, which is rare, in which case the pool would be closed for approximately 45 minutes.

A discussion was held regarding the possibility of converting to a saltwater system. Mr. Boling cautioned against this, citing its high cost and limited benefit. He explained that saltwater systems still use chlorine, salt is simply converted into chlorine gas, and that the initial salt requirement for a pool of this size would be roughly 4,200 pounds. Furthermore, salt systems can be highly corrosive and would shorten the lifespan of the district's pool equipment.

Chairwoman LaBarbera and board members expressed appreciation for Mr. Boling's candor and expertise. It was clarified that Cooper Pools' monthly cost would be \$4,680, bringing the annual total to \$56,160. This figure exceeds the district's current pool maintenance budget of \$27,600, but is comparable to another vendor's proposal of \$55,524.

Mr. Boling highlighted that his pricing includes all routine chemicals (chlorine, muriatic acid, soda ash, stabilizer, calcium), and the flat-rate structure is designed to eliminate seasonal billing spikes. Unlike some vendors who charge extra for chemicals during peak months, Cooper Pools levels the cost year-round to aid in community budgeting.

He also confirmed that the same technician would typically service the community, though periodic rotation may occur for quality control and technician wellness. Services may be staggered throughout the day (morning, midday, afternoon) to assess bather load and chlorine efficiency.

The Board thanked Mr. Boling for his time and professionalism. A decision was expected to follow in a subsequent agenda item.

Continued Discussion – Pool Equipment Condition and Compliance

The meeting resumed with technical commentary regarding pool maintenance and Department of Health (DOH) compliance. The maintenance consultant explained that service times are rotated to maintain a

"roadmap" for pool operation, ensuring compliance. A member of the board thanked the consultant for the explanation and asked him to share what was discovered during the initial equipment inspection.

The consultant clarified that he was not present on the original day of concern but had since evaluated the pool equipment. He explained that the pool, which he estimated to be over ten years old, exhibited signs of age and wear. He noted that delamination issues would no longer be covered under warranty, which likely expired five years ago. More critically, one of the pumps had been completely inoperative, and the filters were ineffective, having been washed out. The Department of Health requires the pool to maintain a flow rate of 1,200 gallons per minute (GPM); however, during inspection, the system was only managing 400 GPM. This demonstrated significant noncompliance with public health requirements.

District Counsel Meredith Hammock interjected to caution the room about being mindful of public comments on the record, particularly those that might be interpreted as disparaging toward prior vendors. The consultant clarified that his remarks were not intended as accusations against any specific vendor but were strictly technical observations of the pool's current condition and performance.

The consultant added that one of the pump motors had very loud bearings, and the system could not be successfully primed, indicating possible internal suction-side problems. The estimated cost to replace the motor, impeller, and diffuser was roughly \$3,500, citing that the impeller design is prone to damage during motor replacement.

He also advised that commercial pool motors typically last five years under continuous operation and recommended building a contingency of 10–12% into the annual maintenance budget to account for unexpected equipment failures. He warned of further cost increases, noting that tariffs and Department of Energy regulations had already driven a 15% price hike for these components. The board thanked the consultant for his insight and concluded this portion of the meeting.

2. Pool Troopers - \$4,627 = 5x weekly Annual = \$55,524

Pool Troopers provided a proposal but did not present it to the Board.

Pool Maintenance Vendor Concerns

The Board turned its attention to pool maintenance. Concerns were raised over the existing vendor, Suncoast Pool Services, due to recent rumors and performance issues. It was reported that Suncoast had allegedly missed a service week leading into July 4th, although it was unclear whether that absence was officially recorded.

Two replacement proposals were received:

- Cooper Pools: \$56,100
- Pool Troopers: \$55,524

These figures were approximately double the current budget of \$27,600. The steep increase led to discussion about the cause of recent service lapses. Management and counsel emphasized that while Suncoast claims they were not paid by the prior district management firm, this statement remains unverified.

Mr. Lookanan, a certified pool operator (CPO), confirmed that upon inspection, one of two 15-horsepower pumps was not functioning, and the flow meters were not properly connected to the system's controllers, potentially causing chemical overfeeding. He detailed several technical concerns and indicated that he would follow up with additional findings via email.

The Board deliberated whether these issues stemmed from vendor neglect or equipment age. An unsigned 2021 contract with Suncoast was located, noting a 30-day termination clause and expectations that the vendor would maintain filtration and circulation equipment, though not necessarily replace it.

Supervisor Marcela proposed that the District continue with the current vendor for now while actively soliciting new bids and a quote to replace the pumps. The Board concurred.

Pump Replacement

Given the urgent risk of full pump failure, the Board unanimously approved a motion to solicit multiple quotes for replacing both pumps, with a not-to-exceed threshold of \$10,000. Legal counsel confirmed this was within the spending resolution's emergency provisions.

On a MOTION by Supervisor Wagner, SECONDED by Vice Chair Griffin, WITH ALL IN FAVOR The Board authorized staff to solicit multiple quotes for the replacement of both pumps, with a total cost not to exceed \$10,000, for the Concord Station Community Development District.

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

VII. Supervisor Requests

Several supervisors raised concerns regarding:

- Landscape Maintenance: Calls for pressure on RedTree Landscaping to address widespread community dissatisfaction.
- Pool Lights and Surface Condition: It was reported that internal pool lighting may be broken and that Marcite surface chipping was visible. The Board speculated resurfacing may be required in the next fiscal year, citing the pool's original installation date as circa 2008–2009, making it likely over 15 years old.
- Security and School Dismissal: With the termination of the PCSO agreement and school returning soon, the Board discussed the need to revisit security planning. Off-duty deputy patrols during dismissal periods were suggested as a first line of control, with fencing options as backup.

Reserve Study Insights

The District Manager noted that the reserve study included \$16,819 allocated in FY2025 for a pool pump replacement. Staff would verify the current funding balance with Mr. James Paleveda, the reserve advisor, and determine feasibility for using reserves to cover necessary pump expenses. The study also included long-range projections, such as a \$151,000 pool resurfacing in FY2032 and \$58,000 allocated for future pool furniture replacement.

School Dismissal Concerns and Fencing Proposal

The final portion of the meeting began with a discussion on security-related issues concerning student foot traffic during school dismissal. It was clarified that the term "security" was being used primarily to describe physical deterrents, not active monitoring. Specifically, board members revisited a longstanding concern: each afternoon, as school lets out, as many as 150 students reportedly cut through CDD property, including the clubhouse parking lot, en route home.

To mitigate this issue, a proposal previously presented by a former district manager was reviewed. The suggestion involved installing a fence that would connect the community's perimeter fencing to that of the nearby school. This fence would include a gate and extend the length of the affected boundary, thereby rerouting foot traffic along Mentmore Boulevard rather than through district-owned property.

The board clarified that while the term "security" had been used in earlier conversations, the real issue was one of access control and property management. The other component of the broader security plan, engaging off-duty sheriff's deputies, had already been tabled with the recent cancellation of the Pasco County Sheriff's Office contract.

FY2026 Budget Planning – Fitness Equipment and Pool Resurfacing

Vice Chair Griffin raised budget considerations related to the vision plan and capital projects. She noted that the 2026 budget earmarked \$87,000 for fitness equipment. Given anticipated cost increases at the Pulmar site and likely under-expenditures in FY2025, particularly in staffing, she proposed reallocating a portion of the fitness equipment funds toward a future pool resurfacing project.

1003 There was general agreement among the board that it would be prudent to begin conserving resources for the pool,
1004 especially given concerns raised earlier in the meeting about aging pumps, circulation issues, and the deteriorating
1005 surface. It was also noted that prior approval had been granted for several items using "vision project" funds, including
1006 the fitness equipment, fencing, and other infrastructure repairs.

1007 The board discussed the possibility of using reserve funds for some of these pre-approved items, which would free
1008 up vision project funds for more pressing future needs, like the pool. Ms. Thibault committed to revisiting the funding
1009 allocations and providing a breakdown in Excel for review at the next meeting. Chairwoman LaBarbera recommended
1010 reviewing the prior month's approvals and bringing a detailed budget resolution and updated vision project report for
1011 further discussion.

1012
1013 **Update on Approved Benches**

1014 A board member inquired about the status of benches approved during a previous meeting. It was confirmed that
1015 three benches were approved, two for a larger field on Tuckerton Drive and one for a smaller field in the same area.
1016 Mr. Lookanan recalled volunteering to construct the foundation platforms for the benches. However, follow-up with
1017 Mr. Magria, who had been managing the order, had not yielded a clear update.

1018 Board members discussed the type of benches previously selected. It was believed that the new benches would be
1019 metal, like those by the water fountains and other common areas, rather than fiberglass, like those near the basketball
1020 courts. It was noted that each existing bench includes a manufacturer's plate with contact details, which should aid in
1021 confirming vendor information.

1022 Ms. Drake and another board member agreed to walk the site to confirm the exact locations on Tuckerton where the
1023 benches should be installed. The larger field was described as the site where a resident had recently raised concerns
1024 about misuse, while the smaller field was further down the street.

1025
1026 **VIII. Adjournment**

1027 A motion to adjourn was made and seconded. All board members voted in favor, and the motion carried unanimously.
1028

1029 On a MOTION by Chairman LaBarbera, SECONDED by Supervisor Cisternas, WITH ALL IN FAVOR, the Board
1030 adjourned the Meeting for the Concord Station Community Development District.

~Any individual who wishes to appeal a decision made by the Board with respect to any matter considered at this meeting is hereby advised that they may be responsible for ensuring that a verbatim record of the proceedings is made, including all testimony and evidence upon which the appeal is based.~

The meeting minutes were approved by a vote of the Board of Supervisors during a publicly noticed meeting held on _____, **2025**.

Signature

Signature

Printed Name ☐ Secretary ☐ Assistant Secretary

Printed Name ☐ Chairman ☐ Vice Chairman