

# CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT

District Office – Wesley Chapel, Florida (813) 994-1001  
Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614  
[www.concordstationcdd.com](http://www.concordstationcdd.com)

**May 5, 2021**

**Board of Supervisors  
Concord Station Community  
Development District**

## **AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of Concord Station Community Development District will be held on **Thursday, May 13, 2021 at 6:30 p.m., at the Concord Station Clubhouse, 18636 Mentmore Blvd., Land O'Lakes FL 34638**. The following is 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' Meeting held on April 8, 2021 ..... Tab 1
  - B. Consideration of Operation and Maintenance Expenditures for March 2021 ..... Tab 2
- 4. BUSINESS ITEMS**
  - A. Discussion Regarding Solar Aeration Structure at Pond W33 ..... Tab 3
  - B. Consideration of Midge Fly Proposal ..... Tab 4
  - C. Consideration of Installing Additional Clubhouse Parking Lot Street Lights ..... Tab 5
  - D. Consideration of Installation of Fence & Plants at Drexel Easement ..... Tab 6
  - E. Consideration of Drexel Amenity Plan and Proposal (under separate cover)
  - F. Ratification of Romaner Welcome Signs Proposal (under separate cover)
- 5. STAFF REPORTS**
  - A. Deputy Update
  - B. District Engineer ..... Tab 7
    - i. Pocket Parks Update
  - C. District Counsel
  - D. Field Operations Manager
    - i. Aquatics Report ..... Tab 8
    - ii. Field Inspection Report ..... Tab 9
    - iii. Greenview Weekly Reports ..... Tab 10
    - iv. Consideration of Landscape Proposal ..... Tab 11
  - E. Clubhouse Manager
    - i. Review Monthly Clubhouse Report & Consideration of Trash Can Proposals ..... Tab 12
  - F. District Manager
    - i. Announcement Regarding Number of Registered Voters. Tab 13
    - ii. Review of March 31, 2021 Financial Statements
- 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,

*Debby Wallace*

Debby Wallace  
District Manager

## Tab 1

**CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**  
**April 8, 2021 Minutes of Meeting**  
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**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, April 8, 2021 at 10:03 a.m.** at Concord Station Clubhouse located at 18636 Mentmore Boulevard, Land O' Lakes, Florida 34638.

Present and constituting a quorum:

Steven Christie	<b>Board Supervisor, Chairman</b>
Fred Berdeguez	<b>Board Supervisor, Vice Chairman</b>
Donna Matthias-Gorman	<b>Board Supervisor, Assistant Secretary</b>
Jerica Ramirez	<b>Board Supervisor, Assistant Secretary</b>
Karen Hillis	<b>Board Supervisor, Assistant Secretary</b> <b>(via conference call joined at 10:40 a.m.)</b>

Also present were:

Debby Wallace	<b>District Manager, Rizzetta &amp; Co., Inc.</b>
John Vericker	<b>District Counsel, Straley Robin Vericker</b>
Stephen Brletic	<b>District Engineer, JMT Engineering</b>
Michael Speidel	<b>Clubhouse Mgr., Rizzetta Amenity Services</b>
Kelly Klukowski	<b>Amenities Asst. Manager, RASI</b>
Nick Margo	<b>Representative, Solitude</b>
Chris Byrne	<b>Representative, Solitude</b>
Deputy Phillips	<b>Pasco County Sheriff's Office</b> <b>(Joined at 10:20 a.m.)</b>

Audience	<b>Present</b>
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**FIRST ORDER OF BUSINESS**

**Call to Order**

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

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**SECOND ORDER OF BUSINESS**

**Audience Comments**

Mr. Christie introduced Mr. Nick Margo and Mr. Chris Byrne with Solitude. Mr. Byrne explained the reason why the solar aeration system was installed. He answered questions by the Chairman and audience members regarding the solar panels.

The Board heard public comments from Robert Hedge, Kristen Hedge and Erin Holton.

The Board discussed options to disguise the solar panels. The Board requested the District Manager to work with Mr. Speidel on collecting proposals to install a bench and move the solar panels to above the bench.

An audience member distributed pictures to the Board in regard to the subject on Drexel amenities and a formal request to purchase CDD property. The Chairman stated that CDD property is not for sale.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors' Special Meeting  
held on February 23, 2021**

The Board approved the Minutes from the Board of Supervisors' Special Meeting held on February 23, 2021 with a minor change.

<p>On a Motion by Mr. Christie, seconded by Ms. Ramirez, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' Special Meeting held on February 23, 2021, as amended, for the Concord Station Community Development District.</p>
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**FOURTH ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors' Meeting held on  
March 11, 2021**

The Board approved the Minutes from the Board of Supervisors' Meeting held on March 11, 2021.

<p>On a Motion by Ms. Matthias-Gorman, seconded by Ms. Ramirez, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' Meeting held on March 11, 2021, as presented, for the Concord Station Community Development District.</p>
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**April 8, 2021 Minutes of Meeting**  
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**FIFTH ORDER OF BUSINESS**

**Consideration of Operation and  
Maintenance Expenditures for  
February 2021**

Mr. Christie questioned Florida Sales and Use Tax Return invoice for \$39.91. Ms. Wallace will look into this and report back to the Board.

On a Motion by Mr. Christie, seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures for February 2021 (\$89,685.86), for the Concord Station Community Development District.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Deputy Phillips**

Deputy Phillips provided his report to the Board.

**B. District Engineer**

Mr. Brletic presented the District Engineer's Report to the Board. He also reviewed his comments regarding 3663 Morgans Castle Court, 18475 Milton Keynes Court and 19128 Lutterworth Court with the Board.

On a Motion by Mr. Christie, seconded by Ms. Ramirez, with four in favor, and Ms. Hillis opposed, the Board of Supervisors approved the easements for 3663 Morgans Castle Court, 18475 Milton Keynes Court and 19128 Lutterworth Court and District Counsel will draft easement agreement, for the Concord Station Community Development District.

Mr. Brletic updated the Board on new lighting for the parking lot. Ms. Wallace will look into the Duke Energy agreement that is almost up and look into possible upgrade options to today's standards with lighting.

On a Motion by Ms. Ramirez, seconded by Mr. Christie, with all in favor, the Board of Supervisors authorized the District Engineer to sign on behalf of the Concord Station Community Development District for permits, for the Concord Station Community Development District.

Mr. Brletic provided a conceptual plan for the two (2) pocket parks at Buckinghamshire and Shalott. The Board reviewed and discussed.

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**April 8, 2021 Minutes of Meeting**  
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Ms. Wallace opened the floor to audience comments. There were no audience comments.

On a Motion by Mr. Christie, seconded by Ms. Matthias-Gorman, with all in favor, the Board of Supervisors approved the current designs subject to the changing the placement of the trees, for the Concord Station Community Development District.

On a Motion by Ms. Matthias-Gorman, seconded by Ms. Ramirez, with all in favor, the Board of Supervisors approved proposals from Unique Landscaping for Buckinghamshire Pocket Park in the amount of \$43,700.00 plus \$4,650.00 for the Gaga Ball Pit and Shalott Pocket Park \$48,170.00, for the Concord Station Community Development District.

On a Motion by Ms. Ramirez, seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors approved proposals from JMT in the amount of \$8,065.00 for Shalott Pocket Park for Design & Permitting and \$10,180.00 for Buckinghamshire Pocket Park for Design & Permitting, for the Concord Station Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Discussion of Drexel Amenities Plan**

Mr. Christie opened the discussion of the Drexel amenities area. A discussion ensued. The Board heard audience comments.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports (Continued)**

**A. District Manager**

As a follow-up from the last meeting regarding a report from Solitude about cutting of Brazilian Peppers and dumping them in the mitigation areas around several ponds, Greenview did not do it. Mr. Brletic looked at a couple of the areas and at this time we do not know who did this but agreed that the best solution is to 1) ask Solitude to report any future incidents, 2) ask Greenview to notify the CDD if those areas need to be cut back for pond mowing, and 3) send a friendly reminder in the new CDD newsletter to residents reminding them to not cut back, encroach or disturb any natural mitigation and wetland areas. The Board agreed.

**NINTH ORDER OF BUSINESS**

**Consideration of Request from Addison at Sunlake LLC**

On a Motion by Mr. Christie, seconded by Ms. Ramirez, with all in favor, the Board of Supervisors approved the Termination and Release of an Easement Agreement, for the Concord Station Community Development District.

**TENTH ORDER OF BUSINESS**

**Staff Reports (Continued)**

**A. Field Operations Manager**

**i. Aquatics Report**

Ms. Wallace presented the aquatic report to the Board and a proposal from Solitude for Midge Fly Treatment.

On a Motion by Mr. Christie, seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors approved Solitude Midge Fly Treatment proposal in the amount of \$5,890.00, for the Concord Station Community Development District.

**ii. Field Inspection Report**

Ms. Wallace presented the field inspection report to the Board.

**iii. Greenview weekly reports**

The Board reviewed the weekly reports from Greenview. Mr. Christie asked that Greenview move ahead with a proposal approved 2 months ago for \$1,200.00 to fill in the fence line along Mentmore West now that the 2 pools that were under construction have been completed.

**iv. Landscape Proposals**

These proposals were tabled.

**B. Clubhouse Manager**

Mr. Speidel presented the monthly Clubhouse Report to the Board.

On a Motion by Mr. Christie, seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors approved four (4) entry signs, pending District Engineer review that permits are not required, in the amount of \$2,600.00, for the Concord Station Community Development District.

On a Motion by Mr. Christie, seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors approved Superior Benches proposal in the amount of \$7,266.35 and authorized Ms. Matthias-Gorman to approve colors, for the Concord Station Community Development District.



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The trash cans proposals were tabled until the May 13, 2021 CDD meeting.

**C. District Counsel**

No report.

**ELEVENTH ORDER OF BUSINESS**

**Discussion of Opening Clubhouse and Amenities**

The Board discussed opening the clubhouse and amenities.

On a Motion by Mr. Christie, seconded by Mr. Berdeguez, with four in favor and Ms. Hillis opposed, the Board of Supervisors approved to open the Clubhouse, as it was before COVID, for all events, rentals, classes and activities on May 1, 2021, for the Concord Station Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Audience Comments**

No audience comments.

**THIRTEENTH ORDER OF BUSINESS**

**Supervisor Requests**

Mr. Christie mentioned that a fence on Mentmore is discolored and needs attention.

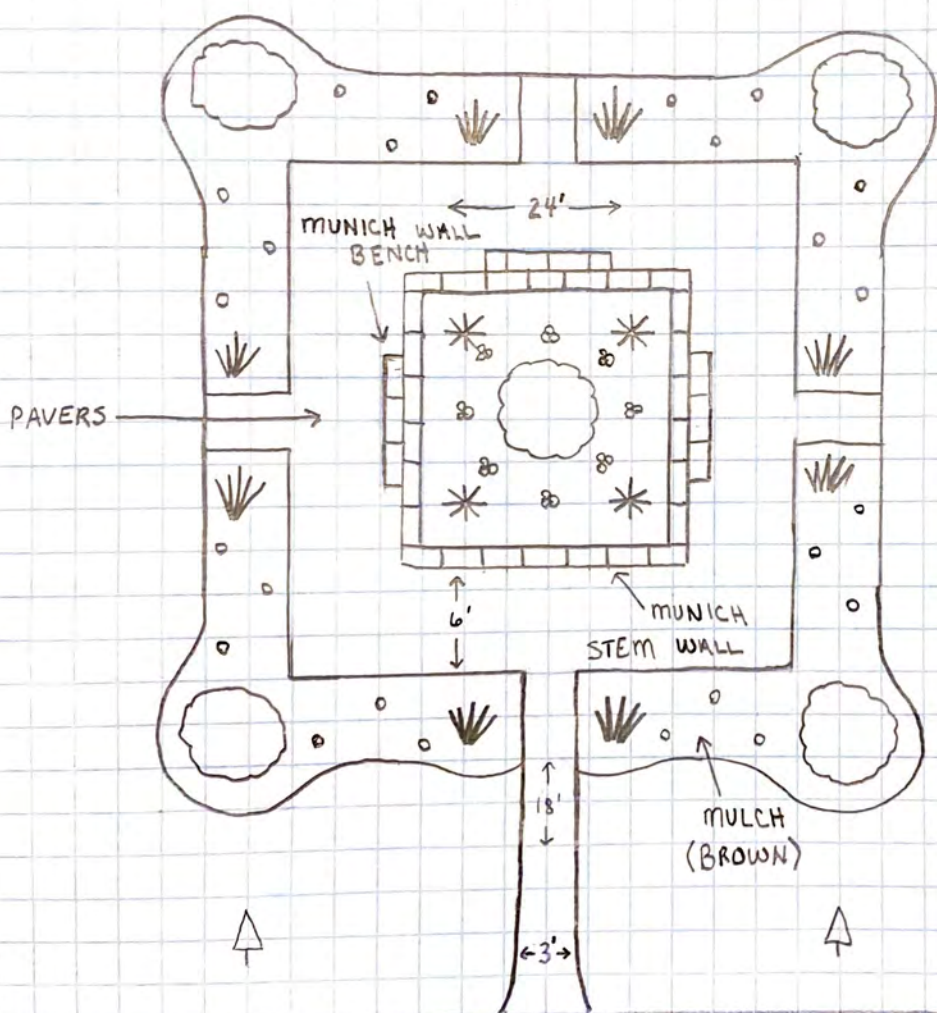
**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. Matthias-Gorman, seconded by Mr. Berdeguez, the Board of Supervisors adjourned the meeting at 12:44 p.m., for the Concord Station Community Development District.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman



△ EAGLESTON HOLLY 15 / BNB

✚ GIANT APOSTLE IRIS 8 / 3 GALLON

○ SUNSHINE LIGUSTRUM 24 / 3 GALLON

\* EUROPEAN FAN PALM 4 / 30 GALLON

⊗ DWARF NANDINIA 8 / 3 GALLON

☉ DRAKE ELM 5 / BNB



# UNIQUE LANDSCAPING

7491 Jomel Dr.  
Weeki Wachee, FL 34607

352.345.6227

Licensed | Insured  
Residential | Commercial

Customer's Order No.

Date 3/26/21

Name CONCORD STATION

Address

Phone No.

Quantity	Description	Price	Amount	
	ESTIMATE			
	PREP:			
	- REMOVE EXISTING GRASS			
	IN AREAS GETTING LANDSCAPING/ HARDSCAPE			
	PURCHASE/INSTALL:			
	- PLANTS (LISTED IN DESIGN)			
550 sq. ft.	- PAVERS			
48'	- MUNICH STEM WALL (16" IN HEIGHT)			
3	- MUNICH BENCH SEATS			
	- MULCH (BROWN)			
	- IRRIGATION			
	o DRIP LINE FOR ALL PLANTS			
		TOTAL	\$43,700	00

Rec'd by \_\_\_\_\_

THANK YOU





**352.345.6227**

**Licensed | Insured**  
**Residential | Commercial**

Rec'd by \_\_\_\_\_

# THANK YOU

HOUSE

HOUSE

BROWN  
MULCH

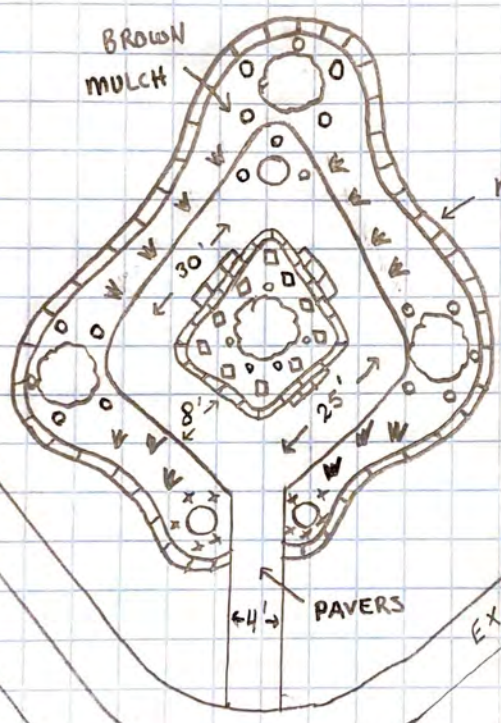
MUNICH WALL  
8" IN HEIGHT  
(2 BLOCK HIGH)

UMBERLAND  
PLACE

EXISTING SIDEWALK

SHALOTT CT.

PAVERS





DRAKE ELM TREE

4 / BNB



CAMELIA BUSH

2 / 15 GALLON



SUNSHINE LIGUSTRUM

20 / 3 GALLON



FOXTAIL FERN

14 / 3 GALLON



BLUE MY MINDS

10 / 1 GALLON



DWARF<sup>?</sup> PODOCARPUS

10 / 3 GALLON





# UNIQUE LANDSCAPING

7491 Jomel Dr.  
Weeki Wachee, FL 34607

352.345.6227

Licensed | Insured  
Residential | Commercial

Customer's Order No.

Date 3/26/21

Name

CONCORD STATION / SHALOTT CT.

Address

Phone No.

Quantity	Description	Price	Amount	
	ESTIMATE			
	PREP:			
	- REMOVE EXISTING GRASS			
	IN AREAS GETTING			
	LANDSCAPING / HARDSCAPE			
	PURCHASE / INSTALL:			
	- PLANTS (LISTED IN DESIGN)			
	- MULCH (BROWN)			
10 CUBES	- PAVERS (980 sq. ft)			
	- MUNICH WALL (USED FOR			
	KNEE WALL + BORDER)			
3 / 1	- MUNICH WALL BENCHES / 1 TABLE			
	- IRRIGATION (ALL PLANTS)			
		TOTAL	\$48,170	00

Rec'd by \_\_\_\_\_

THANK YOU





April 7, 2021

Concord Station CDD

**RE: Proposal – Engineering Services  
Concord Station CDD – Buckinghamshire Park (21-26-18-0040-04100-0000)**

Johnson, Mirmiran & Thompson (JMT) is extremely proud to have the opportunity to work with the Concord Station CDD on the Buckinghamshire Drive Park project. We would like to offer the following proposal in response to request for a proposal.

### **Project Description**

Concord Station CDD owns and maintains parcels throughout the community that the CDD wants to proceed in developing into different amenities. The following scope of services details the engineering efforts to design, permit, and perform construction assistance activities involved in developing the parcels.

### **SCOPE OF SERVICES**

JMT will perform the following tasks in regard to the design, permitting, and construction administration of the project.

#### **TASK 1 – Design and Permitting**

Once a conceptual site plan is reviewed and approved by the CDD board, JMT will provide design plans and technical specifications to construct the CDD approved conceptual plan for park amenities. JMT will prepare and submit permit application packages to the applicable permit agencies and monitor permit reviews. The following permits are anticipated:

- A. Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit Modification
- B. Pasco County Site Development Permit

#### **Exclusions**

- Construction Assistance and Administration
- Construction plans for alternative bidding
- Landscape and Irrigation Plans
- Geotechnical Services
- Pavilion Plans
- Attendance any Construction Site Visits other than stated above
- Applying for or securing permits other than above
- Services provided in conjunction with easements, waivers, variances or denials, O&E reports
- Construction Stakeout
- Permit Fees

- Establishing field locations of tree barricades, limits of clearing, limits of construction and locations of erosion control devices or the installation of these items
- Inspecting, monitoring, or accepting the contractor's daily traffic control plan or activities including placement of warning signs and barricades, temporary striping, use of flagmen or other items related to the safety of the traveling public
- Construction survey/stakeout (to be provided by contractor)
- As-built survey to be performed by licensed surveyor (to be provided by contractor)
- Any services not specifically listed in the scope (i.e. geotechnical, architectural, etc.)
- This proposal assumes work will be completed in one phase
- Additional or revised fees not addressed in the scope (i.e. additional fees for permits addressed in the scope and or new fees associated with additional permits or review fees)
- Reproduction of materials for distribution

**To Be Provided by the Owner**

- Site Access
- Any Historical Plans and Surveys for the Site
- Permit Fees
- Signatures on Permit Applications or Agent Authorization Form

**COMPENSATION**

Compensation for these services is shown below (typical direct expenses included).

<b>TASKS</b>	<b>BASIC SERVICES FEE</b>
Task 1 – Design and Permitting	\$10,180
<b>Grand Total</b>	<b>\$10,180</b>

Again, thank you for this opportunity.

Sincerely,

JOHNSON, MIRMIRAN & THOMPSON, INC.

Stephen Brletic, P.E.  
Project Manager

## TERMS & CONDITIONS

### A. General Provisions

JMT agrees that this proposal shall remain open for 60 days from the date of this proposal. Acceptance of the proposal after the end of the 60 day period is valid if JMT elects, in writing, to reaffirm the proposal and waive its right to re-evaluate and resubmit the proposal.

JMT reserves the right to renegotiate the contract which this proposal, if accepted, will comprise, on or after six (6) months from the date of this proposal, provided the Client is given 30 days of notice in writing, if salaries or operational costs increase in a sufficient amount. Our present quotation is based upon current salaries and operational costs.

It is understood and agreed that once work is started on this project by JMT, only the Client or its duly authorized representative has the authority to order the work stopped on his behalf and only upon giving JMT, 10 days of notice in writing, as to when the work shall stop. The Client further agrees to be liable and pay to JMT, for all labor done, work performed, materials furnished, and expenses incurred up to and including the day work is stopped in accordance with the notice.

JMT will provide the Client with data on electronic files; however, the Client acknowledges that data stored on electronic media can deteriorate undetected or be modified without the JMT's knowledge. Therefore, electronic files are provided without warranty or obligation on the part of JMT as to accuracy of information contained on the electronic files. All information on the electronic files must be independently verified by the Client and the Client agrees to indemnify and hold JMT harmless from any and all claims, damages, losses, and expenses including but not limited to attorney's fees arising out of the use of the electronic files.

Client acknowledges and agrees that JMT may include or otherwise reference the Project in its general project portfolio, and shall be entitled to identify the Project and the services performed by JMT for the Client in its general marketing materials, and for purposes of demonstrating relevant qualifications and experience. JMT shall also have the right to access the Project site to document, photograph, video, and/or record by any media or means, the Project at each phase, during construction and upon completion, for its own use and for other legitimate business purposes, including but not limited to exhibitions, or award competitions, or publication in journals. Any publication of the Project by Client or any representative of the Client, shall include reference to JMT and proper attribution and credit for its role in the Project.

### B. Time of Payments and Litigation Expenses

JMT will submit monthly certified invoices for services rendered during the preceding month. Payments are due and payable within 30 days from the date of invoice. If Client fails to pay the full amount due for services and expenses within 30 days after date of invoice, the amount due will include a charge at the rate of 1-1/2% per month of the outstanding balance from said 30th day. In addition, in the event any invoice has not been paid in full by its due date, JMT may, after giving three (3) days written notice to Client, suspend services under this Agreement until Client has paid in full amounts due JMT for services, expenses and interest.

In the event JMT deems it necessary to refer any unpaid invoices to its attorneys for the purposes of instituting collection or mechanic's liens proceedings, Client agrees to pay JMT's attorney's fees, court costs,

and litigation expenses, including fees for expert witnesses, trial and deposition transcripts, cost of printing briefs, and travel expenses for witnesses, attorneys and employees.

In the event Client asserts a claim against JMT and/or JMT's subconsultants for any act arising out of performance of the services provided herein, whether by an original action, or by counterclaim set-off or other defense to any mechanic's lien or other claim asserted by JMT as a result of Client non-payment of fees and expenses for services rendered, and if Client fails to prevail in such action, counterclaim, set-off, or defense, Client agrees to pay all attorney's fees, costs and litigation expenses (including fees for expert witnesses, trial transcripts and deposition transcripts) incurred by JMT and/or JMT's subconsultants in opposing any such action, counterclaim, set-off or defense.

JMT may withhold the delivery, signature or sealing plans and specifications, and may repossess all plans and specifications previously delivered to or otherwise made available to Client, their agents or assigns, without incurring any liability for direct and/or consequential damages to Client or anyone claiming through them or on their behalf whenever JMT deems it necessary to ensure payment for services rendered. Should any claim for such damages be made, Client agrees to hold JMT harmless from all litigation expenses incurred by JMT as defined herein.

**C. Additional Services**

In the event additional services beyond those identified in the Scope of Work are required by the Client or by circumstances beyond JMT's control, JMT will furnish such services upon written authorization of the Client. Payment for Additional Services will be charged at the following hourly rates which are inclusive of labor, overhead, payroll burden and profit.

<u>Classification</u>	<u>Hourly Rate</u>
Project Manager	\$190.00
Senior Engineer	\$175.00
Project Engineer	\$130.00
Engineer	\$105.00

Any changes to the previously approved submittals will be considered a change in scope of services and JMT will be entitled to additional compensation at the rates herein specified.

**D. Insurance**

JMT maintains Professional Liability, General Liability and Workmen's Compensation Insurance. On request, JMT will furnish Client certification of insurance.

**E. Termination**

In the event of termination of this Agreement by Client, Client shall pay JMT for services (including additional services) rendered, performed, or procured through such phase, including Expenses, at the rates stated in the Agreement, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination.

**F. Indemnification and Limitation of Liability**

JMT shall hold harmless and indemnify the Client against injury, loss or damage arising out of its performance

of the Services, but only to the extent caused by the negligent acts, errors or omissions of JMT. The Client agrees to limit JMT's liability hereunder to Client and to all Construction Contractors and Subcontractors on the project, due to such negligent acts, errors or omissions, such the total aggregate liability of JMT to all those named shall not exceed JMT's total fee for services rendered on this project.

**G. Standard of Care**

JMT will perform the services in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under the same conditions. JMT makes no representations or warranties, express or implied, with respect to its services.

**H. Severability**

If any provision of this Agreement, or application thereof, shall be held invalid, the invalidity shall not affect the other provisions of the Agreement which can be given effect without the invalid provisions or applications, and to this end the provisions of this Agreement are declared to be severable.

WE HEREBY AUTHORIZE JOHNSON, MIRMIRAN & THOMPSON, INC. TO PROCEED IN ACCORDANCE WITH THE ABOVE PROPOSAL. IF ANY PROFESSIONAL SERVICES ARE ORDERED BY A REPRESENTATIVE OF THE CLIENT, FOR ITEMS LISTED ABOVE WITH A RETURNED ACCEPTANCE, THE PRICES AND TERMS OF THIS PROPOSAL SHALL BE IN EFFECT.

ORGANIZATION: Concord Station CDD

DATE: 4/13/21

BY: DWallace

TITLE District Manager

Board approved at 4/8/21 CDD meeting.



April 7, 2021

Concord Station CDD

**RE: Proposal – Engineering Services  
Concord Station CDD – Shallot Ct Park (22-26-18-0130-10500-0000)**

Johnson, Mirmiran & Thompson (JMT) is extremely proud to have the opportunity to work with the Concord Station CDD on the Shallot Ct Park project. We would like to offer the following proposal in response to request for a proposal.

### **Project Description**

Concord Station CDD owns and maintains parcels throughout the community that the CDD wants to proceed in developing into different amenities. The following scope of services details the engineering efforts to design, permit, and perform construction assistance activities involved in developing the parcels.

### **SCOPE OF SERVICES**

JMT will perform the following tasks in regard to the design, permitting, and construction administration of the project.

#### **TASK 1 – Design and Permitting**

Once a conceptual site plan is reviewed and approved by the CDD board, JMT will provide design plans and technical specifications to construct the CDD approved conceptual plan for park amenities. JMT will prepare and submit permit application packages to the applicable permit agencies and monitor permit reviews. The following permits are anticipated:

- A. Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit Modification
- B. Pasco County Site Development Permit

#### **Exclusions**

- Construction Assistance and Administration Tasks
- Construction plans for alternative bidding
- Landscape and Irrigation Plans
- Geotechnical Services
- Pavilion Plans
- Attendance any Construction Site Visits other than stated above
- Applying for or securing permits other than above
- Services provided in conjunction with easements, waivers, variances or denials, O&E reports
- Construction Stakeout
- Permit Fees

- Establishing field locations of tree barricades, limits of clearing, limits of construction and locations of erosion control devices or the installation of these items
- Inspecting, monitoring, or accepting the contractor's daily traffic control plan or activities including placement of warning signs and barricades, temporary striping, use of flagmen or other items related to the safety of the traveling public
- Construction survey/stakeout (to be provided by contractor)
- As-built survey to be performed by licensed surveyor (to be provided by contractor)
- Any services not specifically listed in the scope (i.e. geotechnical, architectural, etc.)
- This proposal assumes work will be completed in one phase
- Additional or revised fees not addressed in the scope (i.e. additional fees for permits addressed in the scope and or new fees associated with additional permits or review fees)
- Reproduction of materials for distribution

**To Be Provided by the Owner**

- Site Access
- Any Historical Plans and Surveys for the Site
- Permit Fees
- Signatures on Permit Applications or Agent Authorization Form

**COMPENSATION**

Compensation for these services is shown below (typical direct expenses included).

<b>TASKS</b>	<b>BASIC SERVICES FEE</b>
Task 1 – Design and Permitting	\$8,065
<b>Grand Total</b>	<b>\$8,065</b>

Again, thank you for this opportunity.

Sincerely,

JOHNSON, MIRMIRAN & THOMPSON, INC.

Stephen Brletic, P.E.  
Project Manager



## **TERMS & CONDITIONS**

### **A. General Provisions**

JMT agrees that this proposal shall remain open for 60 days from the date of this proposal. Acceptance of the proposal after the end of the 60 day period is valid if JMT elects, in writing, to reaffirm the proposal and waive its right to re-evaluate and resubmit the proposal.

JMT reserves the right to renegotiate the contract which this proposal, if accepted, will comprise, on or after six (6) months from the date of this proposal, provided the Client is given 30 days of notice in writing, if salaries or operational costs increase in a sufficient amount. Our present quotation is based upon current salaries and operational costs.

It is understood and agreed that once work is started on this project by JMT, only the Client or its duly authorized representative has the authority to order the work stopped on his behalf and only upon giving JMT, 10 days of notice in writing, as to when the work shall stop. The Client further agrees to be liable and pay to JMT, for all labor done, work performed, materials furnished, and expenses incurred up to and including the day work is stopped in accordance with the notice.

JMT will provide the Client with data on electronic files; however, the Client acknowledges that data stored on electronic media can deteriorate undetected or be modified without the JMT's knowledge. Therefore, electronic files are provided without warranty or obligation on the part of JMT as to accuracy of information contained on the electronic files. All information on the electronic files must be independently verified by the Client and the Client agrees to indemnify and hold JMT harmless from any and all claims, damages, losses, and expenses including but not limited to attorney's fees arising out of the use of the electronic files.

Client acknowledges and agrees that JMT may include or otherwise reference the Project in its general project portfolio, and shall be entitled to identify the Project and the services performed by JMT for the Client in its general marketing materials, and for purposes of demonstrating relevant qualifications and experience. JMT shall also have the right to access the Project site to document, photograph, video, and/or record by any media or means, the Project at each phase, during construction and upon completion, for its own use and for other legitimate business purposes, including but not limited to exhibitions, or award competitions, or publication in journals. Any publication of the Project by Client or any representative of the Client, shall include reference to JMT and proper attribution and credit for its role in the Project.

### **B. Time of Payments and Litigation Expenses**

JMT will submit monthly certified invoices for services rendered during the preceding month. Payments are due and payable within 30 days from the date of invoice. If Client fails to pay the full amount due for services and expenses within 30 days after date of invoice, the amount due will include a charge at the rate of 1-1/2% per month of the outstanding balance from said 30th day. In addition, in the event any invoice has not been paid in full by its due date, JMT may, after giving three (3) days written notice to Client, suspend services under this Agreement until Client has paid in full amounts due JMT for services, expenses and interest.

In the event JMT deems it necessary to refer any unpaid invoices to its attorneys for the purposes of instituting collection or mechanic's liens proceedings, Client agrees to pay JMT's attorney's fees, court costs,

and litigation expenses, including fees for expert witnesses, trial and deposition transcripts, cost of printing briefs, and travel expenses for witnesses, attorneys and employees.

In the event Client asserts a claim against JMT and/or JMT's subconsultants for any act arising out of performance of the services provided herein, whether by an original action, or by counterclaim set-off or other defense to any mechanic's lien or other claim asserted by JMT as a result of Client non-payment of fees and expenses for services rendered, and if Client fails to prevail in such action, counterclaim, set-off, or defense, Client agrees to pay all attorney's fees, costs and litigation expenses (including fees for expert witnesses, trial transcripts and deposition transcripts) incurred by JMT and/or JMT's subconsultants in opposing any such action, counterclaim, set-off or defense.

JMT may withhold the delivery, signature or sealing plans and specifications, and may repossess all plans and specifications previously delivered to or otherwise made available to Client, their agents or assigns, without incurring any liability for direct and/or consequential damages to Client or anyone claiming through them or on their behalf whenever JMT deems it necessary to ensure payment for services rendered. Should any claim for such damages be made, Client agrees to hold JMT harmless from all litigation expenses incurred by JMT as defined herein.

**C. Additional Services**

In the event additional services beyond those identified in the Scope of Work are required by the Client or by circumstances beyond JMT's control, JMT will furnish such services upon written authorization of the Client. Payment for Additional Services will be charged at the following hourly rates which are inclusive of labor, overhead, payroll burden and profit.

<u>Classification</u>	<u>Hourly Rate</u>
Project Manager	\$190.00
Senior Engineer	\$175.00
Project Engineer	\$130.00
Engineer	\$105.00

Any changes to the previously approved submittals will be considered a change in scope of services and JMT will be entitled to additional compensation at the rates herein specified.

**D. Insurance**

JMT maintains Professional Liability, General Liability and Workmen's Compensation Insurance. On request, JMT will furnish Client certification of insurance.

**E. Termination**

In the event of termination of this Agreement by Client, Client shall pay JMT for services (including additional services) rendered, performed, or procured through such phase, including Expenses, at the rates stated in the Agreement, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination.

**F. Indemnification and Limitation of Liability**

JMT shall hold harmless and indemnify the Client against injury, loss or damage arising out of its performance

of the Services, but only to the extent caused by the negligent acts, errors or omissions of JMT. The Client agrees to limit JMT's liability hereunder to Client and to all Construction Contractors and Subcontractors on the project, due to such negligent acts, errors or omissions, such the total aggregate liability of JMT to all those named shall not exceed JMT's total fee for services rendered on this project.

**G. Standard of Care**

JMT will perform the services in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under the same conditions. JMT makes no representations or warranties, express or implied, with respect to its services.

**H. Severability**

If any provision of this Agreement, or application thereof, shall be held invalid, the invalidity shall not affect the other provisions of the Agreement which can be given effect without the invalid provisions or applications, and to this end the provisions of this Agreement are declared to be severable.

WE HEREBY AUTHORIZE JOHNSON, MIRMIRAN & THOMPSON, INC. TO PROCEED IN ACCORDANCE WITH THE ABOVE PROPOSAL. IF ANY PROFESSIONAL SERVICES ARE ORDERED BY A REPRESENTATIVE OF THE CLIENT, FOR ITEMS LISTED ABOVE WITH A RETURNED ACCEPTANCE, THE PRICES AND TERMS OF THIS PROPOSAL SHALL BE IN EFFECT.

ORGANIZATION: Concord Station CDD

DATE: 4/13/21

BY: DWallace

TITLE District Manager

Board approved at 4/8/21 CDD meeting.

## Tab 2

# Concord Station Community Development District

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DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

## **Operations and Maintenance Expenditures March 2021 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2021 through March 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$185,312.74**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Concord Station Community Development District

### Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clean Sweep Supply Co., Inc.	003841	00212013	Janitorial Supplies 01/21	\$ 87.66
Clean Sweep Supply Co., Inc.	003874	00212570	Janitorial Supplies 03/21	\$ 884.00
Clean Sweep Supply Co., Inc.	003874	00212571	Janitorial Supplies 03/21	\$ 338.25
Concord Station CDD	CD111	CD111	Debit Card Replenishment	\$ 814.33
Concord Station CDD	CD110	CD110	Debit Card Replenishment	\$ 934.67
DCSI, Inc.	003863	28086	Monthly Monitoring 01/21	\$ 49.99
DCSI, Inc.	003863	28200	Monthly Monitoring 02/21	\$ 49.99
DCSI, Inc.	003863	28270	Service Call -Adding Request To Exit Buttons 03/21	\$ 1,798.00
DCSI, Inc.	003863	28311	Monthly Monitoring 03/21	\$ 49.99
Donna Matthias-Gorman	003844	DM022321	Board Of Supervisors Meeting 02/23/21	\$ 200.00
Donna Matthias-Gorman	003860	DM031121	Board Of Supervisors Meeting 03/11/21	\$ 200.00

## Concord Station Community Development District

### Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	003869	55585 50570 02/21	0000 Trinity Cottage Drive Light 02/21	\$ 952.89
Duke Energy	003869	62120 25142 02/21	10920 State Road 54 Lite 02/21	\$ 4,750.26
Duke Energy	003869	Summary Bill 02/21	Summary Bill 02/21	\$ 3,840.93
Fence Tampa bay Inc.	003864	031721	Basketball Fence Repair 03/21	\$ 2,695.00
Florida Department of Revenue	003858	61-8017248652-6 02/21	Sales & Use Tax 02/21	\$ 30.09
Fred Berdeguez	003839	FB022321	Board Of Supervisors Meeting 02/23/21	\$ 200.00
Fred Berdeguez	003856	FB031121	Board Of Supervisors Meeting 03/11/21	\$ 200.00
Frontier Communications of Florida	003853	813-909-4569-121718-5 03/21	Account #813-909-4569-121718- 5 03/21	\$ 646.30
Greenview Landscaping, Inc.	003865	1CCSFLIN21	Plants Replacement 03/21	\$ 1,200.00
Greenview Landscaping, Inc.	003865	1CCSMUL21	Installed 600 Yard Pine Bark Mulch 03/21	\$ 24,000.00
Greenview Landscaping, Inc.	003865	2CCSFERT21	Fertilize St Augustine Turf 03/21	\$ 1,200.00



## Concord Station Community Development District

### Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Greenview Landscaping, Inc.	003865	3CCSCH21	Monthly Maintenance for Clubhouse 03/21	\$ 1,100.00
Greenview Landscaping, Inc.	003865	3CCSMO21	Monthly Landscape Maintenance 03/21	\$ 19,000.00
Jani-King of Tampa Bay	003866	1-425446	Monthly Cleaning Service 03/21	\$ 250.00
Jerica Ramirez	003846	JR022321	Board Of Supervisors Meeting 02/23/21	\$ 200.00
Jerica Ramirez	003861	JR031121	Board Of Supervisors Meeting 03/11/21	\$ 200.00
Johnson, Mirmiran & Thompson, Inc.	003843	17-170158	Engineer Services 01/21	\$ 11,846.81
Karen Hillis	003842	KH022321	Board Of Supervisors Meeting 02/23/21	\$ 200.00
Karen Hillis	003859	KH031121	Board Of Supervisors Meeting 03/11/21	\$ 200.00
Kidz Fun Enterprises, LLC	003867	040321	Deposit for Spring Special Event Services 04/03/21	\$ 250.00
Pasco County	003868	14643759	18636 Mentmore Blvd 02/21	\$ 1,241.94
Pasco County	003868	14643760	19322 Umlerland Place 02/21	\$ 157.89

## Concord Station Community Development District

### Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Pasco County Sheriff	003875	AR000954	Law Enforcement Services #1 10/20	\$ 8,713.84
Pasco County Sheriff	003875	AR000955	Law Enforcement Services #2 11/20	\$ 8,713.84
Pasco County Sheriff	003875	AR000956	Law Enforcement Services #3 12/20	\$ 8,713.84
Pasco County Sheriff	003875	AR000957	Law Enforcement Services #4 01/21	\$ 8,713.84
Pasco County Sheriff	003875	AR000958	Law Enforcement Services #5 02/21	\$ 8,713.84
Pasco County Sheriff	003875	AR000959	Law Enforcement Services #6 03/21	\$ 8,713.84
Piper Fire Protection, Inc.	003876	82855	CLW Fire Alarm Monitoring 03/21	\$ 315.00
Rizzetta & Company, Inc.	003845	INV00000056985	District Management Fees 03/21	\$ 6,126.34
Rizzetta Amenity Services	003847	INV00000000008570	Amenity Management Services 02/21	\$ 5,896.39
Rizzetta Amenity Services	003862	INV00000000008598	Amenity Management Services 03/21	\$ 6,815.82
Rizzetta Amenity Services	003862	INV00000000008622	Out of Pocket Expenses 02/21	\$ 83.60

## Concord Station Community Development District

### Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Rizzetta Amenity Services	003877	INV00000000008652	Amenity Management Services 03/19/21	\$ 6,392.26
Rizzetta Technology Services, LLC	003848	INV00000006914	Email Accounts, Admin & Maintenance 03/21	\$ 175.00
Sitex Aquatics LLC	003870	4686B	Balance Due For Fountain Pump 03/21	\$ 7,385.00
Solitude Lake Management LLC	003871	PI-A00561436	Monthly Mitigation Services 03/21	\$ 2,595.00
Solitude Lake Management LLC	003871	PI-A00561437	Monthly Mitigation Services Spot Spraying 03/21	\$ 513.00
Solitude Lake Management LLC	003871	PI-A00561438	Monthly Lake & Wetland Service 03/21	\$ 6,247.00
Steven A. Christie	003840	SC022321	Board Of Supervisors Meeting 02/23/21	\$ 200.00
Steven A. Christie	003857	SC031121	Board Of Supervisors Meeting 03/11/21	\$ 200.00
Straley Robin Vericker	003849	19407	Monthly Legal Services 02/21	\$ 1,769.00
Straley Robin Vericker	003878	19541	Monthly Legal Services 03/21	\$ 2,775.50
Suncoast Pool Service	003872	7016	Monthly Pool Service 03/21	\$ 2,000.00

## Concord Station Community Development District

### Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Suncoast Rust Control, Inc.	003854	03241	Rust Control 02/21	\$ 1,035.00
Superior Sealers LLC	003850	INV-6-1	Remaining Balance - Curbing Removal and Installation 01/21	\$ 1,600.00
The Pampering Plumber	003873	031721	Repair Of Main Water Pipes 03/21	\$ 772.00
Times Publishing Company	003851	0000136149 01/27/21	Account #121715 Legal Advertising 01/21	\$ 92.80
Tropicare Termite & Pest Control Inc.	003852	100141	Pest Control Service INT/EXT - 02/21	\$ 50.00
Tropicare Termite & Pest Control Inc.	003852	100728	Set Rodent Traps- 02/21	\$ 60.00
Tropicare Termite & Pest Control Inc.	003879	101526	Pest Control Service INT/EXT - 03/21	\$ 50.00
Tropicare Termite & Pest Control Inc.	003879	102131	Set Rodent Traps - 03/21	\$ 60.00
Waste Management Inc. of Florida	003855	0628101-1568-3	Waste Disposal Services 03/21	\$ 52.00
<b>Report Total</b>				<b><u>\$ 185,312.74</u></b>