

# 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)

**August 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, August 12, 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 July 8, 2021 ..... Tab 1
  - B. Consideration of Operation and Maintenance Expenditures for June 2021 ..... Tab 2
- 4. BUSINESS ITEMS**
  - A. Consideration Solar Structure Pond W33 Plan and Proposal
  - B. Consideration of Aeration for Ponds W8 & W13 and Electrical Proposal (Tabled from July 8, 2021) ..... Tab 3
  - C. Consideration of Aeration for Pond W18 and Electrical Proposal (Tabled from July 8, 2021) ..... Tab 4
  - D. Updated Proposed Trinity Cottage Amenities Plan ..... Tab 5
  - E. Consideration of Lightning Detection Proposals ..... Tab 6
  - F. Consideration of Holiday Lighting Proposal ..... Tab 7
  - G. Consideration of Updated Agreements with Solitude ..... Tab 8
  - H. Consideration of Easement Applications ..... Tab 9
  - I. Public Hearing on Final Budget for FY 2021-2022
    - i. Consideration of Resolution 2021-04; Adopting Final Budget for FY 2021-2022 ..... Tab 10
  - J. Public Hearing on Levying O&M Assessments for FY 2021-2022
    - i. Consideration of Resolution 2021-05; Levying O&M Assessments for FY 2021-2022 Budget ..... Tab 11
  - K. Consideration of Resolution 2021-06; Approving FY 2021-2022 Meeting Schedule ..... Tab 12
- 5. STAFF REPORTS**
  - A. Deputy Update
  - B. District Engineer
    - i. Pocket Parks Update
  - C. District Counsel

- D. Field Operations Manager
    - i. Aquatics Report ..... Tab 13
    - ii. Field Inspection Report ..... Tab 14
    - iii. Greenview Weekly Reports..... Tab 15
    - iv. Consideration of Landscape Proposals..... Tab 16
  - E. Clubhouse Manager
    - i. Review Monthly Clubhouse Report ..... Tab 17
  - F. District Manager
- 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**  
**July 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, July 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>
Karen Hillis	<b>Board Supervisor, Assistant Secretary</b>
Jerica Ramirez	<b>Board Supervisor, Assistant Secretary</b>
Donna Matthias-Gorman	<b>Board Supervisor, Assistant Secretary</b>
	<b>(via conference call)</b>

Also present were:

Debby Wallace	<b>District Manager, Rizzetta &amp; Co., Inc.</b>
Vanessa Steinerts	<b>District Counsel, Straley Robin Vericker</b>
Stephen Brletic	<b>District Engineer, JMT Engineering</b>
Michael Speidel	<b>Clubhouse Mgr., Rizzetta Amenity Services</b>
Nick Margo	<b>Representative, Solitude</b>
Deputy Phillips	<b>Pasco County Sheriff's Office</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.

Mr. Christie addressed the audience regarding Trinity Cottage amenities.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Audience members addressed the Board regarding tennis court lighting for play after dusk and the unlevel surface of the tennis courts.

**CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**  
**July 8, 2021 Minutes of Meeting**  
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45 An audience member distributed a suggested plan for Trinity Cottage.

46  
47  
48 An audience member addressed the Board regarding tennis court lights and Trinity  
49 Cottage amenities.

50  
51 An audience member addressed the Board regarding aeration for Pond W18. The  
52 Board requested a proposal from Solitude for solar aeration.

53  
54 **THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors' Meeting held on  
June 10, 2021**

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56  
57  
58 The Board approved the Minutes from the Board of Supervisors' Meeting held on  
59 June 10, 2021.

60  

On a Motion by Mr. Christie, seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' Meeting held on June 10, 2021, as presented, for the Concord Station Community Development District.

61  
62 **FOURTH ORDER OF BUSINESS**

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

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64  
65  

On a Motion by Mr. Berdeguez, seconded by Ms. Hillis, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for May 2021 (\$84,672.10), for the Concord Station Community Development District.

66  
67 **FIFTH ORDER OF BUSINESS**

**Consideration of Fountain Proposal**

68  
69 The Board reviewed the Solitude proposal for aeration in Ponds W8 and W13. The  
70 District Engineer will solicit a proposal for electricity requirements associated with the  
71 proposal. The proposal will be tabled until the next meeting.

72  
73 The Board reviewed the Sitex proposal for a floating fountain in Pond F2.

74  

On a Motion by Mr. Christie, seconded by Ms. Matthias-Gorman, with all in favor, the Board of Supervisors approved the Sitex proposal in the amount of \$15,212.00, for a floating fountain in Pond F2 for the Concord Station Community Development District.

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**SIXTH ORDER OF BUSINESS**

**Consideration of Arbitrage Proposal**

On a Motion by Ms. Hillis, seconded by Mr. Christie, with all in favor, the Board of Supervisors approved the Arbitrage services proposal for the Concord Station Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Addendum #3 for  
Greenview**

The District Manager presented Addendum #3 for the Landscape Maintenance Agreement with Greenview prepared by District Counsel.

On a Motion by Mr. Christie, seconded by Ms. Ramirez, with all in favor, the Board of Supervisors approved Addendum #3 for the Landscape Maintenance Agreement with Greenview, for the Concord Station Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Ratification of Hog Trapping  
Agreement**

On a Motion by Ms. Hillis, seconded by Mr. Berdeguez, with all in favor, the Board ratified the Hog Trapping agreement with Swine Solutions, for the Concord Station Community Development District.

**NINTH ORDER OF BUSINESS**

**Consideration of Clubhouse Electrical  
Proposal**

On a Motion by Mr. Berdeguez, seconded by Mr. Christie, with all in favor, the Board approved the proposal from Stellar Electrical Services for modifying the electrical system in the Clubhouse, for the Concord Station Community Development District.

**TENTH ORDER OF BUSINESS**

**Consideration of Pasco County  
Sheriff's Contract**

On a Motion by Mr. Christie, seconded by Ms. Matthias-Gorman, with all in favor, the Board approved the Pasco County Sheriff's Contract for Fiscal Year 2021-2022, for the Concord Station Community Development District.

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**ELEVENTH ORDER OF BUSINESS**

**Consideration of Solar Structure for  
Pond W33 Plan and Proposal**

On a Motion by Mr. Christie, seconded by Ms. Ramirez, with all in favor, the Board of Supervisors approved the proposal from Karins Engineering in the amount of \$4,700.00 to design a pergola structure to relocate existing solar panels, for the Concord Station Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Update Regarding Trinity Cottage  
Proposed Amenities**

On a Motion by Mr. Christie, seconded by Ms. Hillis, with all in favor, the Board of Supervisors approved to stop the permitting process for Trinity Cottage Amenities, for the Concord Station Community Development District.

The Board directed Ms. Wallace to add Eric Walters' suggested plan to the next meeting agenda.

**THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Engineer**

Mr. Brletic presented the District Engineer's Report to the Board.

On a Motion by Mr. Berdeguez, seconded by Mr. Christie, with all in favor, the Board of Supervisors approved the proposal from Finn Outdoor for removal of vegetation along the drainage easement along Pond L4, for the Concord Station Community Development District.

Mr. Brletic updated the Board on the new streetlights at the Clubhouse and Buckinghamshire and discussed the tennis court lighting and surfacing.

**B. District Counsel**

No report.

**C. Field Operations Manager**

**i. Aquatics Report**

Mr. Margo presented the aquatic report to the Board.

**ii. Field Inspection Report**

Ms. Wallace presented the field inspection report to the Board. Ms. Wallace will contact Greenview regarding picture #1, turf weeds at Drexel entrance.

**iii. Greenview weekly reports**

The Board reviewed the weekly reports from Greenview. Ms. Wallace will contact Greenview about the perennials around the monuments.

**iv. Landscape Proposals**

On a Motion by Ms. Hillis, seconded by Ms. Matthias-Gorman, with all in favor, the Board of Supervisors approved the Greenview proposal for the Japanese Blueberry option in the amount of \$2,100.00, for the Concord Station Community Development District.

On a Motion by Mr. Christie, seconded by Ms. Ramirez, with all in favor, the Board of Supervisors approved the Greenview proposal for installation of (40) 3-gallon Podocarpus bushes and a drip line in Drexel, in the amount of \$1,200.00, for the Concord Station Community Development District.

**D. Deputy Phillips**

Deputy Phillips provided his report to the Board.

**E. Clubhouse Manager**

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

**F. District Manager**

Ms. Wallace reminded the Board that the next meeting is scheduled for August 12, 2021 at 6:30 p.m.

Ms. Marianna Vavoulis at 3043 Chessington Drive requested accessing CDD property to build a pool; the Board did not approve.



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**FOURTEENTH ORDER OF BUSINESS                      Audience Comments**

An audience member addressed the Board to support a previous request for events at the Clubhouse featuring food trucks.

**FIFTEENTH ORDER OF BUSINESS                      Supervisor Requests**

Ms. Ramirez requested that the blinds that had been removed at one end of the Clubhouse be replaced. Mr. Speidel will order blinds.

**SIXTEENTH ORDER OF BUSINESS                      Adjournment**

On a Motion by Mr. Christie, seconded by Mr. Berdeguez, the Board of Supervisors adjourned the meeting at 12:47 p.m., for the Concord Station Community Development District.

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

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

## Tab 2

# Concord Station Community Development District

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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)

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

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2021 through June 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented:   **\$65,161.70**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

## Concord Station Community Development District

### Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 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.	003942	00213159	Janitorial Supplies 05/21	\$ 605.02
Concord Station CDD	CD120	CD120	Debit Card Replenishment	\$ 553.02
Concord Station CDD	CD121	CD121	Debit Card Replenishment	\$ 1,002.84
Concord Station CDD	CD122	CD122	Debit Card Replenishment	\$ 777.36
DCSI, Inc.	003955	28609	Key Fobs 05/21	\$ 656.25
Fitness Logic	003943	101459	Fitness Equipment 05/21	\$ 200.00
Florida Department of Health in Pasco County	003944	51-BID-5266842	51-BID-5266842 06/21	\$ 280.00
Florida Department of Health in Pasco County	003944	51-BID-5266972	51-BID-5266972 Splash Pad 06/21	\$ 145.00
Florida Department of Revenue	003949	61-8017248652-6 05/21	Sales & Use Tax 05/21	\$ 203.46
Fred Berdeguez	003960	FB061021	Board Of Supervisors Meeting 06/10/21	\$ 200.00
Frontier Communications of Florida	003950	813-909-4569-121718-5 06/21	Account #813-909-4569-121718-5 06/21	\$ 669.86

## Concord Station Community Development District

### Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Jerica Ramirez	003964	JR061021	Board Of Supervisors Meeting 06/10/21	\$ 200.00
Johnson, Mirmiran & Thompson, Inc.	003945	20-174033	Engineer Services 04/21	\$ 7,988.70
Karen Hillis	003962	KH061021	Board Of Supervisors Meeting 06/10/21	\$ 200.00
Municipal Asset Management, Inc.	003946	0618116	Lease Payment #10	\$ 8,430.00
Pasco County	003956	15035960	18636 Mentmore Blvd 05/21	\$ 1,547.49
Pasco County	003956	15035961	19322 Umberland Place 05/21	\$ 115.39
Pasco County Sheriff	003963	AR001043	Law Enforcement Services #9 06/21	\$ 8,880.25
Rizzetta & Company, Inc.	003947	INV00000058939	District Management Fees 06/21	\$ 6,126.34
Rizzetta Amenity Services	003951	INV00000000008834	Amenity Management Services 05/28/21	\$ 6,614.57
Rizzetta Amenity Services	003957	INV00000000008855	Out of Pocket Expenses 05/21	\$ 86.40
Rizzetta Amenity Services	003965	INV00000000008879	Amenity Management Services 06/11/21	\$ 7,994.95

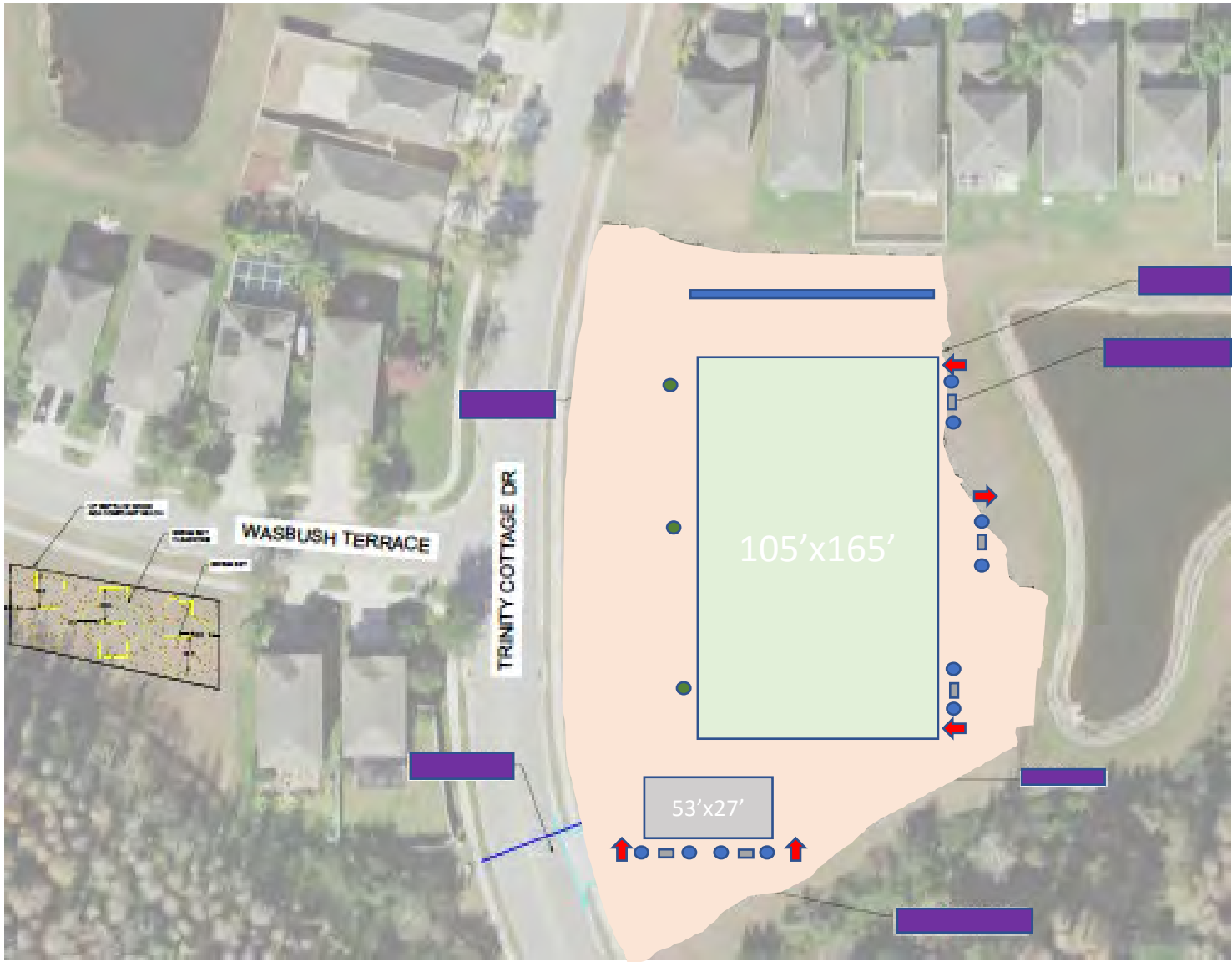
## Concord Station Community Development District

### Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Technology Services, LLC	003952	INV0000007647	Email Accounts, Admin & Maintenance 06/21	\$ 175.00
Steven A. Christie	003961	SC061021	Board Of Supervisors Meeting 06/10/21	\$ 200.00
Straley Robin Vericker	003948	19783	Legal Services 05/21	\$ 2,752.45
Suncoast Rust Control, Inc.	003953	03488	Rust Control 05/21	\$ 1,035.00
Superior Recreational Products	003958	060421	Payment For Benches 06/21	\$ 7,266.35
Tropicare Termite & Pest Control Inc.	003954	104556	Pest Control Service INT/EXT 05/21	\$ 50.00
Tropicare Termite & Pest Control Inc.	003954	105158	Set Rodent Traps 05/21	\$ 60.00
Waste Management Inc. of Florida	003959	0642348-1568-2	Waste Disposal Services 05/21	\$ 52.00
Waste Management Inc. of Florida	003959	0653581-1568-4	Waste Disposal Services 06/21	\$ 94.00
<b>Report Total</b>				<b><u>\$ 65,161.70</u></b>

## Tab 5



➔ Bench Direction

● New shade tree

● Existing tree

■ Park Bench

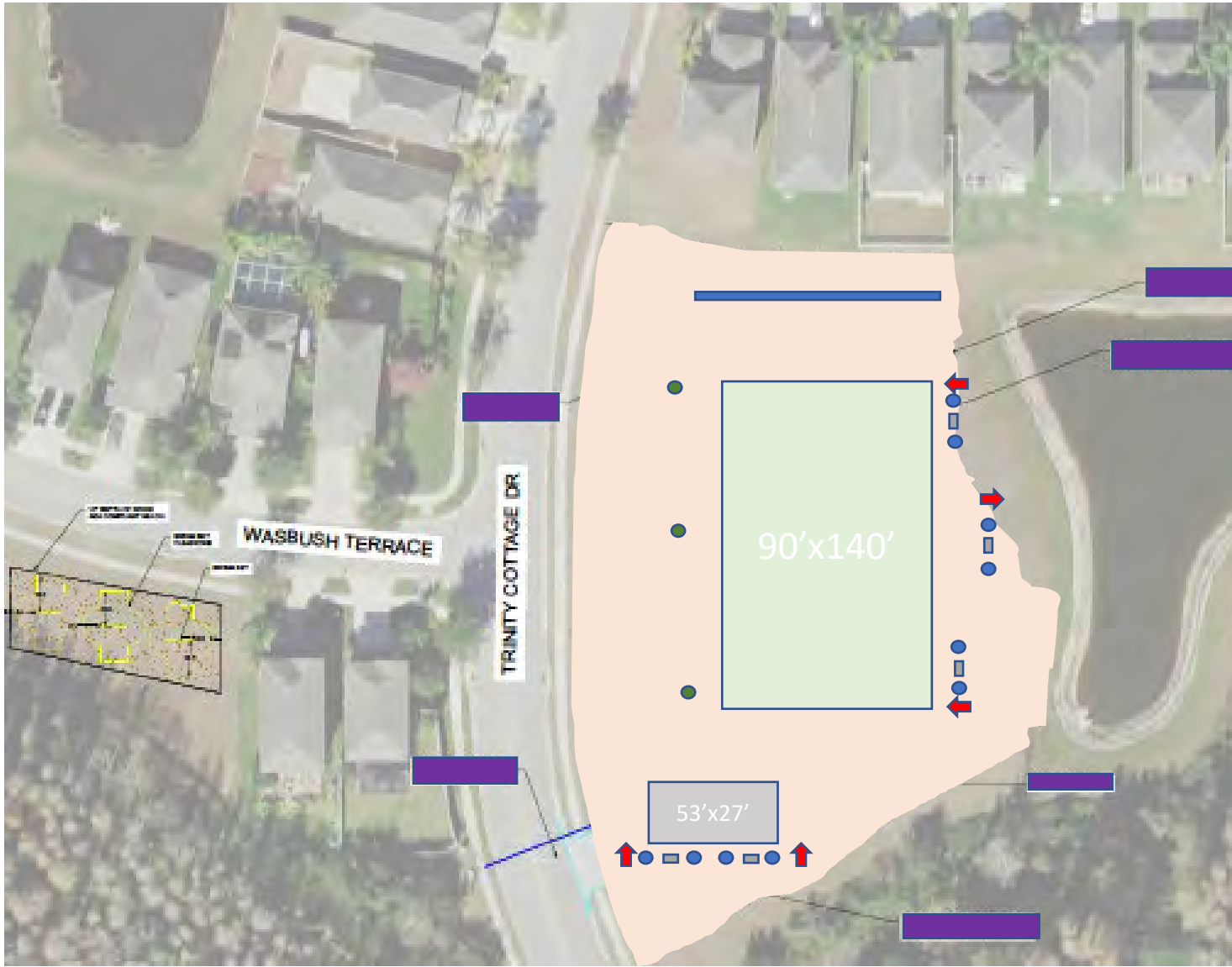
— Hedge / Decorative Grasses


■ Disregard (previous note)

Soccer Space = U10 (1:1.57)

Scale: 1ft = .0144"






 Bench Direction

- New shade tree

Existing tree

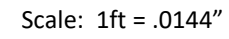
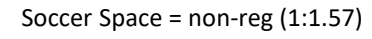
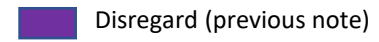
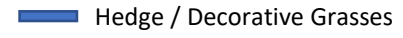
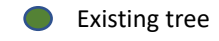
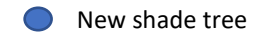
 Park Bench

■ Hedge / Decorative Grasses

 Disregard (previous note)

Soccer Space = non-reg (1:1.57)

Scale: 1ft = .0144"



## Tab 8

## **AQUATIC MAINTENANCE AGREEMENT**

This Aquatic Maintenance Agreement (the “**Agreement**”) is entered into as of the 1st day of April, 2021, between the **Concord Station Community Development District**, whose mailing address is c/o Rizzetta & Company, 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 (the “**District**”) and **Solitude Lake Management, LLC**, a Virginia limited liability company, whose mailing address is 5869 Enterprise Parkway, Ft. Myers, Florida 33905 (the “**Contractor**”).

### **BACKGROUND INFORMATION**

The District is responsible for the operation and management of the wetland buffers within the boundaries of the District. The Contractor provides aquatic maintenance services. The Contractor has submitted a proposal in order to meet the District’s aquatic maintenance needs. The District desires to retain the Contractor to provide aquatic maintenance services as described in this Agreement. This Agreement replaces and supersedes any previous agreements the District had with the Contractor.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Term of this Agreement and Renewal.** The initial term of this Agreement shall be effective as of April 1, 2021 and end on March 31, 2022. This Agreement shall automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the previous term, until terminated by either party pursuant to the termination provision below.
3. **Termination.** Either party may terminate this entire Agreement, or a specific service to be provided under this Agreement, without cause with thirty (30) days written notice to the other party. Upon termination of this Agreement or specific service, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.
4. **Scope of Services.** The Contractor shall perform the specific aquatic maintenance services listed below, for the District’s aquatic and wetland areas as depicted in the District’s maintenance map:
  - 4.1. Wetland maintenance services for 33 wetland buffers, as more specifically described in **Exhibit “A”**, attached hereto and incorporated herein as if set forth in full;
  - 4.2. Wetland maintenance services for 6 wetland buffers, as more specifically described in **Exhibit “B”**, attached hereto and incorporated herein as if set forth in full;
  - 4.3. Lab services for 4 lakes, as more specifically described in **Exhibit “C”**, attached hereto and incorporated herein as if set forth in full;

- 4.4. Lake maintenance services for 110 waterways (sites 1 through 56 and 58 through 111), as more specifically described in **Exhibit “D”**, attached hereto and incorporated herein as if set forth in full.
5. **Compensation and Invoicing.** The District agrees to compensate the Contractor for the work described above in the amounts listed in **Exhibit “A”, Exhibit “B”, Exhibit “C” and Exhibit “D”**. The District shall pay the Contractor within thirty (30) days of receipt of each invoice, unless disputed, in accordance with Florida’s Prompt Payment Act. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within ten (10) days of the District’s receipt of such invoice.
6. **Additional Services.** When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment or addendum.
7. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
8. **Responsibilities of the Contractor.**
- 8.1. The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder.
- 8.2. The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as “Additional Insured” under such policy. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.
- 8.3. Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising as a result of the negligence of the Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor

retained by the Contractor shall acknowledge the same in writing. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

- 8.4. Contractor agrees to send a representative to the monthly meetings of the Board of Supervisors of the District when requested in writing by the District at least ten days prior to the meeting.
9. **Responsibilities of the District.** The District shall inform Contractor of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. The District agrees to provide Contractor with copies of mitigation permits, site plans, and plant species relating to contracted work areas.
10. **Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 933-5571, OR BY EMAIL AT [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM), OR BY REGULAR MAIL AT 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FLORIDA 33625.**

11. **Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform

work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

12. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
13. **E-Verification.** Pursuant to Section 448.095(2), Florida Statutes, Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.
14. **Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in Pasco County, Florida.
15. **Enforcement of Agreement.** Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney’s fees at both trial and appellate levels against the non-prevailing party.
16. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

17. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
18. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
19. **Notice.** In the event that the Contractor or the District undergoes a change in address, notification to the other party shall be made by first class mail. Written instructions including the new address and telephone number will be enclosed in the notification. Contractor shall notify the District in writing of any water use restrictions or pertinent information after treatment.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
21. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

**Solitude Lake Management,  
LLC, a Virginia limited  
liability company**

**Concord Station  
Community Development District**



07/28/2021

Name: Trina L. Duncan  
Title: Business Manager

\_\_\_\_\_  
Steven Christie  
Chair of the Board of Supervisors

April 2020

Mr. Jordan Lansford  
**Concord Station CDD-MT**  
c/o Rizzetta & Company  
12750 Citrus Park Lane  
Tampa, Florida 33625

**Via Email: [jlansford@rizzetta.com](mailto:jlansford@rizzetta.com)**

**RE: Account #5466**  
Notice of Projected Pricing for 2021 Budget

Dear Mr. Lansford:

The anniversary date of your *NEW SOLitude Lake Management*, (formally Aquatic Systems, Inc.), waterway management program is **April 1, 2021**.

We are pleased to report that your resource management program for care of your waterway system has been successful; therefore, we are extending our scheduled visits for the next successive twelve months at the SAME investment: \$2,595.00 Monthly (\$31,140.00 Annually)

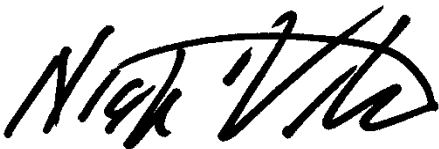
**Please ensure that this budget notification is placed on the CDD Agenda for the Budget Review Meeting.**

If at any time during the term of this Agreement the government imposes any additional related permit requirements, water testing and/or fees, this Agreement may be renegotiated to include these changes and the cost of the additional services and/or fees. If a renegotiated contract cannot be agreed upon *SOLitude Lake Management* reserves the right to cancel this Agreement.

If you have any questions regarding your waterway program, including the scheduled 2021 budget, please give me a call.

We appreciate your business and look forward to another successful year ahead!

Sincerely,



Nicholas Viles  
Business Development Consultant  
NV/gu

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## **SERVICES CONTRACT**

CUSTOMER NAME: Deborah Wallace / Rizzetta & Company

PROPERTY NAME: Concord Station CDD

CONTRACT EFFECTIVE DATE: April 1, 2021 through March 31, 2022

SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator

SPECIFICATIONS: Wetland maintenance renewal services for thirty three (33) wetland buffers (14.81 acres) located in Land O' Lakes, FL.

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

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The Annual Contract Price is **\$31,140.00**. SOLitude shall invoice Customer **\$2,595.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment to be made in twelve (12) equal monthly payments due by the last day of each month. As a courtesy, the customer will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other

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similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract may be canceled by either party with thirty (30) days written notice. Customer shall be responsible for payment in full for the entire portion of the contract work completed up until the date of early termination. Payment for the final remaining balance shall be due immediately upon final termination of this contract under this clause.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

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

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

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



8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

CONCORD STATION CDD

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

**Please Remit All Payments to:**

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

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

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

**Please Mail All Contracts to:**

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

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



### **SCHEDULE A – ANNUAL MANAGEMENT SERVICES**

#### **Wetland Management:**

1. Wetland Buffers will be inspected on a **four (4) times per month** basis
2. The treatment out up to 15 feet of Buffers will include all FLEPPC Category 1 & 2 Species and nuisance vines.
3. All Species will be killed in place with an approved herbicide.
4. This proposal does not include debris removal or disposal.

#### **Service Reporting:**

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

#### **General Qualifications:**

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algacides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will continue to maintain all appropriate training and licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
7. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

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### SERVICES CONTRACT

CUSTOMER NAME: Deborah Wallace / Rizzetta & Company

PROPERTY NAME: Concord Station CDD

CONTRACT EFFECTIVE DATE: May 1, 2021 through April 30, 2022

SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator

SPECIFICATIONS: Wetland maintenance renewal services for six (6) wetland buffers (11.67 acres) located in Land O' Lakes, FL.

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

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The Annual Contract Price is **\$6,156.00**. SOLitude shall invoice Customer **\$513.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment to be made in twelve (12) equal monthly payments due by the last day of each month. As a courtesy, the customer will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other

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similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract may be canceled by either party with thirty (30) days written notice. Customer shall be responsible for payment in full for the entire portion of the contract work completed up until the date of early termination. Payment for the final remaining balance shall be due immediately upon final termination of this contract under this clause.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

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

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

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8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

CONCORD STATION CDD

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

**Please Remit All Payments to:**

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

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

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

**Please Mail All Contracts to:**

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

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### **SCHEDULE A – ANNUAL MANAGEMENT SERVICES**

#### **Wetland Management:**

1. Wetland Buffers will be inspected on a **two (2) times per month** basis.
2. The treatment out up to 30 feet of Buffers will include all FLEPPC Category 1 & 2 Species and nuisance vines.
3. All Species will be killed in place with an approved herbicide.
4. This proposal does not include debris removal or disposal.

#### **Service Reporting:**

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

#### **General Qualifications:**

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algacides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will continue to maintain all appropriate training and licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
7. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

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## Exhibit "C"

### SERVICES CONTRACT

CUSTOMER NAME: Deborah Wallace / Rizzetta & Company

PROPERTY NAME: Concord Station CDD

CONTRACT EFFECTIVE DATE: April 1, 2021 through March 31, 2022

SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator

SPECIFICATIONS: Lab Services renewal services on four lakes (sites to be determined) located in Land O' Lakes, FL.

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

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The Annual Contract Price is **\$3,479.00**. SOLitude shall invoice Customer **\$3,479.00 per annual** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment to be made in one (1) equal annual payment due by the last day of the month. As a courtesy, the customer will be invoiced on the first day of the month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each annual contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

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



3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract may be canceled by either party with thirty (30) days written notice. Customer shall be responsible for payment in full for the entire portion of the contract work completed up until the date of early termination. Payment for the final remaining balance shall be due immediately upon final termination of this contract under this clause.
4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.
5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

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



9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

CONCORD STATION CDD

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

**Please Remit All Payments to:**

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

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

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

**Please Mail All Contracts to:**

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

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### **SCHEDULE A – ANNUAL WATER QUALITY TESTING**

#### **Water Quality Testing:**

1. Lake water samples (**four (4) sites to be determined by Solitude Lake Management**) will be taken and tested **once (1)** per year.
2. The following parameters will be tested:
  - **Phosphorus Jar Test:** (4) Total Phosphorus tests at varying Alum doses, pH titration and (1) Total Alkalinity.
  - **Clarita Data:** 4) Turbidity reading at varying Alum doses.
  - **Standard Lake Assessment:** Water Column Profile with DO, Temperature, (2) pH, Depth, Secchi with (2) Total Phosphorus, (2) Total Nitrogen, (2) Nitrogen Ammonia.
3. The results of the tests along with recommendations and analysis of the results will be provided to the customer in a written report following each testing period.
4. Any data collected that needs immediate action to resolve an issue will be brought to the owner's attention at once.

#### **General Qualifications:**

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and

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- determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will continue to maintain all appropriate training and licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
  7. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

April 2020

Mr. Jordan Lansford  
**Concord Station CDD**  
c/o Rizzetta & Company  
12750 Citrus Park Lane  
Tampa, Florida 33625

**Via Email: [jlansford@rizzetta.com](mailto:jlansford@rizzetta.com)**

**RE: Account #5466**  
Notice of Projected Pricing for 2021 Budget

Dear Mr. Lansford:

The anniversary date of your *NEW SOLitude Lake Management*, (formally Aquatic Systems, Inc.), waterway management program is **April 1, 2021**.

We are pleased to report that your resource management program for care of your waterway system has been successful; therefore, we are extending our scheduled visits for the next successive twelve months at the SAME investment: \$6,247.00 Monthly (\$74,964.00 Annually)

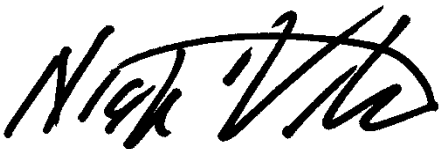
**Please ensure that this budget notification is placed on the CDD Agenda for the Budget Review Meeting.**

If at any time during the term of this Agreement the government imposes any additional related permit requirements, water testing and/or fees, this Agreement may be renegotiated to include these changes and the cost of the additional services and/or fees. If a renegotiated contract cannot be agreed upon *SOLitude Lake Management* reserves the right to cancel this Agreement.

If you have any questions regarding your waterway program, including the scheduled 2021 budget, please give me a call.

We appreciate your business and look forward to another successful year ahead!

Sincerely,



Nicholas Viles  
Business Development Consultant  
NV/gu

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## **SERVICES CONTRACT**

CUSTOMER NAME: Deborah Wallace / Rizzetta & Company

PROPERTY NAME: Concord Station CDD

CONTRACT EFFECTIVE DATE: April 1, 2021 through March 31, 2022

SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator

SPECIFICATIONS: Lake maintenance renewal services for one hundred ten (110) waterways, Sites 1 through 56 and 58 through 111 (95,410 total linear feet perimeter) located in Land O' Lakes, FL.

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

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The Annual Contract Price is **\$74,964.00**. SOLitude shall invoice Customer **\$6,247.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment to be made in twelve (12) equal monthly payments due by the last day of each month. As a courtesy, the customer will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other

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similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract may be canceled by either party with thirty (30) days written notice. Customer shall be responsible for payment in full for the entire portion of the contract work completed up until the date of early termination. Payment for the final remaining balance shall be due immediately upon final termination of this contract under this clause.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

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

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

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8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

CONCORD STATION CDD

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

**Please Remit All Payments to:**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
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## **SCHEDULE A – ANNUAL MANAGEMENT SERVICES**

### **Aquatic Weed Control:**

1. Lake(s) will be inspected on a **seven (7) times per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

### **Shoreline Weed Control:**

1. Shoreline areas will be inspected on a **seven (7) times per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

### **Lake Algae Control:**

1. Lake(s) will be inspected on a **seven (7) times per month** basis.
2. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

### **Lake Dye:**

1. **Lake Dye** will be applied to the lake(s) on an **as needed basis** to help shade the lake(s) from sunlight penetration, thus helping to slow the growth of algae and aquatic weeds.
2. A combination of blue and black dye will be used as required to maintain a dark natural water color.

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Trash Removal:

1. Trash and light debris will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Littoral Shelf Control: (2.76 acres)

1. Littoral areas at **sites 27, 34, 45, 46 and 55** will be inspected and treated on a as needed basis to maintain compliance with governing agencies for the management of all nuisance and exotic species.
2. Future plantings will be maintained at an additional cost.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform

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- treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will continue to maintain all appropriate training and licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
  7. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

## **Tab 10**

## RESOLUTION 2021-04

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager submitted, prior to June 15<sup>th</sup>, to the Board of Supervisors (“**Board**”) of the Concord Station Community Development District (“**District**”) a proposed budget for the next ensuing budget year (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

**WHEREAS**, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District at least 60 days prior to the adoption of the Proposed Budget pursuant to the provisions of Section 190.008(2)(b), Florida Statutes;

**WHEREAS**, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

**WHEREAS**, the Board is required to adopt a resolution approving a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year pursuant to Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:**

#### **Section 1. Budget**

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2020-2021 and/or revised projections for fiscal year 2021-2022.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District’s records office and identified as “The Budget for the

Concord Station Community Development District for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022”.

- d. The final adopted budget shall be posted by the District Manager on the District’s website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

**Section 2. Appropriations.** There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2021, and ending September 30, 2022, the sum of \$\_\_\_\_\_, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

Total General Fund	\$_____
<i>Total Reserve Fund [if Applicable]</i>	\$_____
Total Debt Service Funds	\$_____
<b>Total All Funds*</b>	<b>\$_____</b>

\*Not inclusive of any collection costs or early payment discounts.

**Section 3. Budget Amendments.** Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District’s website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

**Section 4. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**Passed and Adopted on August 12, 2021.**

Attested By:

**Concord Station Community  
Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/Vice Chair of the Board of Supervisors

**Exhibit A: FY 2021-2022 Adopted Budget**





Rizzetta & Company

# Concord Station Community Development District

[www.concordstationcdd.com](http://www.concordstationcdd.com)

---

**Proposed Budget Fiscal Year 2021-2022**

**Presented by: Rizzetta & Company, Inc.**

5844 Old Pasco Road  
Suite 100  
Wesley Chapel, Florida 33544  
Phone: 813-994-1001

[rizzetta.com](http://rizzetta.com)

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Rizzetta & Company

## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

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### EXPENDITURES – ADMINISTRATIVE:

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.



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**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.



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**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

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## **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.



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**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Streetlights:** The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.



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**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.



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**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.



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**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.



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## RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

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### EXPENDITURES:

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.



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## DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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### EXPENDITURES – ADMINISTRATIVE:

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



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**Proposed Budget**  
**Concord Station Community Development District**  
**General Fund**  
**Fiscal Year 2021/2022**

	Chart of Accounts Classification	Actual YTD through 05/31/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
1								
2	<b>REVENUES</b>							
3	Special Assessments							
4	Tax Roll*	\$ 1,355,288	\$ 1,355,288	\$ 1,347,371	\$ 7,917	\$ 1,347,371	\$ -	
5	Other Miscellaneous Revenues							
6	Clubhouse Revenues	\$ 3,682	\$ 5,523	\$ -	\$ 5,523	\$ -	\$ -	
7	Fees for Fence Project	\$ 400	\$ 600	\$ -	\$ 600	\$ -	\$ -	
8	Access Revenue	\$ 4,570	\$ 6,855	\$ -	\$ 6,855	\$ -	\$ -	
9	Interest Earnings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10	Interest Earnings	\$ 199	\$ 299	\$ -	\$ 299	\$ -	\$ -	
11								
12	<b>TOTAL REVENUES</b>	<b>\$ 1,364,139</b>	<b>\$ 1,368,565</b>	<b>\$ 1,347,371</b>	<b>\$ 21,194</b>	<b>\$ 1,347,371</b>	<b>\$ -</b>	
13								
14	Balance Forward from Prior Year	\$ 33,517	\$ 33,517	\$ 33,517	\$ -	\$ 70,655	\$ 37,138	Used to offset an increase in assessments
15								
16	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 1,397,656</b>	<b>\$ 1,402,082</b>	<b>\$ 1,380,888</b>	<b>\$ 21,194</b>	<b>\$ 1,418,026</b>	<b>\$ 37,138</b>	
17								
18	<b>EXPENDITURES - ADMINISTRATIVE</b>							
19								
20	Legislative							
21	Supervisor Fees	\$ 8,000	\$ 13,000	\$ 13,000	\$ -	\$ 13,000	\$ -	
22	Financial & Administrative							
23	Administrative Services	\$ 4,373	\$ 6,560	\$ 6,560	\$ -	\$ 6,560	\$ -	
24	District Management	\$ 20,765	\$ 31,148	\$ 31,148	\$ -	\$ 31,148	\$ -	
25	District Engineer	\$ 46,508	\$ 60,000	\$ 20,000	\$ (40,000)	\$ 20,000	\$ -	Projected 20/21 overage due to new amenities
26	Disclosure Report	\$ 5,100	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	Actual YTD - s/b \$5000 - will re-code \$100
27	Trustees Fees	\$ 4,939	\$ 8,000	\$ 8,000	\$ -	\$ 8,000	\$ -	
28	Assessment Roll	\$ 5,408	\$ 5,408	\$ 5,408	\$ -	\$ 5,408	\$ -	
29	Financial & Revenue Collections	\$ 3,605	\$ 5,408	\$ 5,408	\$ -	\$ 5,408	\$ -	
30	Accounting Services	\$ 14,667	\$ 22,000	\$ 22,000	\$ -	\$ 22,000	\$ -	
31	Auditing Services	\$ 4,026	\$ 5,700	\$ 5,700	\$ -	\$ 4,000	\$ (1,700)	Contract with McDermit Davis
32	Arbitrage Rebate Calculation	\$ -	\$ 500	\$ 500	\$ -	\$ 500	\$ -	
33	Miscellaneous Mailings	\$ -	\$ 500	\$ 500	\$ -	\$ 500	\$ -	
34	Public Officials Liability Insurance	\$ 2,502	\$ 2,621	\$ 2,621	\$ -	\$ 2,752	\$ 131	Egis estimate
35	Bank Fees	\$ 351	\$ 527	\$ 300	\$ (227)	\$ 550	\$ 250	
36	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 850	\$ 675	\$ 850	\$ -	
37	Legal Advertising	\$ 93	\$ 800	\$ 800	\$ -	\$ 800	\$ -	
38	Tax Collector /Property Appraiser Fees	\$ 150	\$ 150	\$ 150	\$ -	\$ 150	\$ -	
39	ADA Website Compliance	\$ 1,538	\$ 3,500	\$ 3,500	\$ -	\$ 3,500	\$ -	
40	Website Fees & Maintenance	\$ 1,900	\$ 2,100	\$ 2,100	\$ -	\$ 2,100	\$ -	
41	Legal Counsel							
42	District Counsel	\$ 18,340	\$ 22,500	\$ 22,500	\$ -	\$ 22,500	\$ -	
43								
44	<b>Administrative Subtotal</b>	<b>\$ 142,440</b>	<b>\$ 195,597</b>	<b>\$ 156,045</b>	<b>\$ (39,552)</b>	<b>\$ 154,726</b>	<b>\$ (1,319)</b>	
45								
46	<b>EXPENDITURES - FIELD OPERATIONS</b>							
47								
48	Law Enforcement							
49	Deputy	\$ 70,236	\$ 105,565	\$ 110,000	\$ 4,435	\$ 108,929	\$ (1,071)	As per contract with Pasco County Sheriffs
50	Electric Utility Services							
51	Utility Services	\$ 4,241	\$ 6,362	\$ 10,000	\$ 3,639	\$ 10,000	\$ -	
52	Street Lights	\$ 52,870	\$ 83,000	\$ 83,000	\$ -	\$ 86,300	\$ 3,300	Est. rental and utility for new s/l at Clubhouse and Buck.
53	Utility - Recreation Facilities	\$ 16,805	\$ 25,208	\$ 27,000	\$ 1,793	\$ 27,000	\$ -	
54	Garbage/Solid Waste Control Services							
55	Garbage - Recreation Facility	\$ 416	\$ 624	\$ 650	\$ 26	\$ 650	\$ -	
56	Solid Waste Assessment	\$ 757	\$ 757	\$ 690	\$ (67)	\$ 800	\$ 110	
57	Water-Sewer Combination Services							
58	Utility Services- Recreation Facilities	\$ 9,699	\$ 14,549	\$ 15,000	\$ 452	\$ 15,000	\$ -	
59	Stormwater Control							
60	Stormwater Assessment	\$ 1,986	\$ 1,986	\$ 2,207	\$ 221	\$ 2,207	\$ -	
61	Aquatic Maintenance	\$ 64,564	\$ 74,964	\$ 74,964	\$ -	\$ 75,464	\$ 500	Solitude \$6247/mos = \$74,964 + \$500 as per BOS
62	Fountain Service Repairs & Maintenance	\$ 14,770	\$ 20,000	\$ 5,000	\$ (15,000)	\$ 2,500	\$ (2,500)	No cap improvements anticipated, just maintenance.
63	Lake/Pond Bank Maintenance	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ -	Pond bank repairs
64	Wetland Monitoring & Maintenance	\$ 22,935	\$ 38,000	\$ 49,296	\$ 11,296	\$ 40,775	\$ (8,521)	Solitude \$2595/mos + \$3479 ann + \$513/mos
65	Aquatic Plant Replacement	\$ -	\$ 5,000	\$ 10,000	\$ 5,000	\$ 10,000	\$ -	
66	Stormwater System Maintenance	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
67	Aquatic Pest Control	\$ 2,945	\$ 12,000	\$ 25,000	\$ 13,000	\$ 12,000	\$ (13,000)	Midge Fly - \$5890 3 treatments 2x per year estimate
68	Wetland Buffer Maintenance	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
69	Other Physical Environment							
70	General Liability Insurance	\$ 2,798	\$ 2,798	\$ 2,932	\$ 134	\$ 3,078	\$ 146	Per EGIS estimate
71	Property Insurance	\$ 13,261	\$ 13,261	\$ 11,000	\$ (2,261)	\$ 14,587	\$ 3,587	Per EGIS estimate
72	Rust Prevention	\$ 8,280	\$ 12,420	\$ 12,420	\$ -	\$ 12,420	\$ -	Suncoast Rust Control \$1035/monthly

**Proposed Budget**  
**Concord Station Community Development District**  
**General Fund**  
**Fiscal Year 2021/2022**

	Chart of Accounts Classification	Actual YTD through 05/31/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
73	Entry & Walls Maintenance	\$ -	\$ 11,520	\$ 3,000	\$ (8,520)	\$ 3,000	\$ -	Replace more signs next year?
74	Landscape- General Maintenance	\$ 152,550	\$ 228,000	\$ 228,000	\$ -	\$ 252,000	\$ 24,000	Greenview \$19k + anticipated add'l \$2k/mos
75	Landscape- Fertilization	\$ 13,740	\$ 31,900	\$ 31,900	\$ -	\$ 31,900	\$ -	
76	Landscape- Pest Control	\$ -	\$ 5,000	\$ 40,000	\$ 35,000	\$ 40,000	\$ -	
77	Landscape- OTC Injections	\$ -	\$ 5,000	\$ 29,760	\$ 24,760	\$ 29,760	\$ -	
78	Landscape- Irrigation	\$ -	\$ -	\$ 12,000	\$ 12,000	\$ -	\$ (12,000)	Included in Landscape - General Maintenance
79	Landscape- Mulch	\$ 24,000	\$ 32,000	\$ 32,000	\$ -	\$ 32,000	\$ -	
80	Holiday Decorations	\$ 12,875	\$ 12,875	\$ 15,000	\$ 2,125	\$ 18,000	\$ 3,000	
81	Irrigation Repairs	\$ 1,046	\$ 1,569	\$ 5,000	\$ 3,431	\$ 5,000	\$ -	
82	Well Maintenance	\$ -	\$ 500	\$ 500	\$ -	\$ 500	\$ -	
83	Landscape Replacement Plants, Shrubs, Trees	\$ 3,970	\$ 7,000	\$ 15,000	\$ 8,000	\$ 15,000	\$ -	
84	Field Services Management	\$ 5,600	\$ 8,400	\$ 8,400	\$ -	\$ 8,400	\$ -	
85	Fire Ant Treatment	\$ -	\$ 2,000	\$ 6,000	\$ 4,000	\$ 6,000	\$ -	
86	Road & Street Facilities							
87	Roadway Repair & Maintenance	\$ 3,200	\$ 3,200	\$ 1,000	\$ (2,200)	\$ 1,000	\$ -	Vehicle Use Areas - clubhouse and common areas
88	Parks & Recreation							
89	Employee Salaries	\$ 123,761	\$ 185,642	\$ 162,118	\$ (23,524)	\$ 199,855	\$ 37,737	\$196,150+\$3705 payroll deposit - per contract
90	Management Contract	\$ -	\$ -	\$ -	\$ -	\$ 13,200	\$ 13,200	Management fees per contract
91	Operations Maintenance & Repair	\$ 14,256	\$ 20,000	\$ 10,000	\$ (10,000)	\$ 15,000	\$ 5,000	
92	Gate Maintenance & Repairs	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	Pool/Amenity Gates
93	Fitness Equipment Lease Payment	\$ 16,860	\$ 16,860	\$ 16,860	\$ -	\$ -	\$ (16,860)	Last payment June 15/21
94	Computer Support, Maintenance & Repair	\$ 151	\$ 1,000	\$ 2,000	\$ 1,000	\$ 2,000	\$ -	
95	Fitness Equipment Maintenance & Repairs	\$ 531	\$ 2,000	\$ 2,000	\$ -	\$ 2,000	\$ -	Qtly Fitness Maintenance \$165x4 = \$660 + repairs
96	Clubhouse - Facility Janitorial Service	\$ 1,500	\$ 2,250	\$ 3,000	\$ 750	\$ 3,000	\$ -	JaniKing \$250/month
97	Clubhouse - Facility Janitorial Supplies	\$ 4,402	\$ 6,603	\$ 15,000	\$ 8,397	\$ 15,000	\$ -	Clean Sweep Supply Co.
98	Pool Service Contract	\$ 15,650	\$ 24,000	\$ 24,000	\$ -	\$ 24,000	\$ -	\$350/month (splashpad) + \$1650/month (pool)
99	Security System Monitoring & Maintenance	\$ 3,974	\$ 6,000	\$ 3,000	\$ (3,000)	\$ 6,000	\$ 3,000	Based on projection
100	Facility A/C & Heating Maintenance & Repair	\$ 1,208	\$ 1,812	\$ 5,000	\$ 3,188	\$ 5,000	\$ -	
101	Clubhouse Landscape Maintenance	\$ 8,800	\$ 13,200	\$ 13,200	\$ -	\$ 13,200	\$ -	Greenview - \$1100/month
102	Furniture Repair/Replacement	\$ 7,777	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ -	Indoor and Outdoor Furniture
103	Pool Permits	\$ -	\$ 425	\$ 280	\$ (145)	\$ 425	\$ 145	Pool \$280 + Splash Pad \$145
104	Playground Equipment and Maintenance	\$ 695	\$ 1,043	\$ 2,500	\$ 1,458	\$ 2,500	\$ -	
105	Vehicle Maintenance	\$ 226	\$ 339	\$ 750	\$ 411	\$ 750	\$ -	
106	Telephone, Fax, Internet	\$ 5,824	\$ 7,380	\$ 6,300	\$ (1,080)	\$ 7,300	\$ 1,000	Frontier aver \$615/month
107	Athletic/Park Court/Field Repairs	\$ 17,033	\$ 17,033	\$ 2,500	\$ (14,533)	\$ 6,500	\$ 4,000	YTD high based on capital improvements
108	Pool/Water Park/Fountain Maintenance	\$ 807	\$ 1,211	\$ 3,000	\$ 1,790	\$ 3,000	\$ -	Pool and Splash Pad
109	Pest Control & Termite Bond	\$ 830	\$ 1,245	\$ 1,300	\$ 55	\$ 1,300	\$ -	
110	Office Supplies	\$ 1,686	\$ 2,529	\$ 3,500	\$ 971	\$ 3,500	\$ -	
111	Wildlife Management Services	\$ -	\$ 6,420	\$ 4,350	\$ (2,070)	\$ 2,500	\$ (1,850)	Swine Solutions - may need periodically
112	Vending Machine Supplies	\$ -	\$ -	\$ 500	\$ 500	\$ -	\$ (500)	
113	Dog Waste Station Supplies	\$ 5,150	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ -	Contract \$5150.16 + add'l bags
114	Special Events							
115	Clubhouse- Special Events	\$ 3,652	\$ 6,000	\$ 11,000	\$ 5,000	\$ 11,000	\$ -	
116	Contingency							
117	Miscellaneous Contingency	\$ 1,815	\$ 10,000	\$ 13,966	\$ 3,966	\$ 10,000	\$ (3,966)	
118	Capital Outlay	\$ 10,306	\$ 150,000	\$ 10,000	\$ (140,000)	\$ 10,000	\$ -	Projected FY20/21 est based on new amenities
119								
120	<b>Field Operations Subtotal</b>	<b>\$ 750,438</b>	<b>\$ 1,274,447</b>	<b>\$ 1,224,843</b>	<b>\$ (49,604)</b>	<b>\$ 1,263,300</b>	<b>\$ 38,457</b>	
121								
122								
123	<b>TOTAL EXPENDITURES</b>	<b>\$ 892,878</b>	<b>\$ 1,470,044</b>	<b>\$ 1,380,888</b>	<b>\$ (89,156)</b>	<b>\$ 1,418,026</b>	<b>\$ 37,138</b>	
124								
125	<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ 504,778</b>	<b>\$ (67,962)</b>	<b>\$ -</b>	<b>\$ (67,962)</b>	<b>\$ -</b>	<b>\$ -</b>	
126								

**Proposed Budget**  
**Concord Station Community Development District**  
**Reserve Fund**  
**Fiscal Year 2021/2022**

	Chart of Accounts Classification	Budget for 2021/2022
1	<b>REVENUES</b>	
2		
3	Special Assessments	
4	Tax Roll*	\$ 20,000
5		
6	<b>TOTAL REVENUES</b>	<b>\$ 20,000</b>
7		
8	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 20,000</b>
9		
10		
11	<b>EXPENDITURES</b>	
12		
13	Contingency	
14	Capital Reserves	\$ 20,000
15		
16	<b>TOTAL EXPENDITURES</b>	<b>\$ 20,000</b>
17		
18	<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ -</b>

**Proposed Budget  
Concord Station Community Development District  
Debt Service  
Fiscal Year 2021/2022**

<b>Chart of Accounts Classification</b>	<b>Series 2016</b>	<b>Budget for 2021/2022</b>
<b>REVENUES</b>		
Special Assessments		
Net Special Assessments <sup>(1)</sup>	\$1,834,649.50	\$1,834,649.50
<b>TOTAL REVENUES</b>	<b>\$1,834,649.50</b>	<b>\$1,834,649.50</b>
<b>EXPENDITURES</b>		
<b>Administrative</b>		
Financial & Administrative		
Debt Service Obligation	\$1,834,649.50	\$1,834,649.50
<b>Administrative Subtotal</b>	<b>\$1,834,649.50</b>	<b>\$1,834,649.50</b>
<b>TOTAL EXPENDITURES</b>	<b>\$1,834,649.50</b>	<b>\$1,834,649.50</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>

Pasco County Collection Costs (2%) and Early Payment Discounts (4%): 6.0%

**Gross assessments \$1,950,095.13**

**Notes:**

Tax Roll Collection Costs and Early Payment Discounts are 6% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

<sup>(1)</sup> Maximum Annual Debt Service less Prepaid Assessments received.

**CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

2021/2022 O&M Budget:	\$1,367,371.00
Collection Costs (2%):	\$29,093.00
Early Payment Discounts (4%):	\$58,186.00
2021/2022 Total:	<u>\$1,454,650.00</u>

2020/2021 O&M Budget	\$1,367,371.00
2021/2022 O&M Budget	\$1,367,371.00

Total Difference:	<u>\$0.00</u>
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	<u>PER UNIT ANNUAL ASSESSMENT</u>		<u>Proposed Increase / Decrease</u>	
	<u>2020/2021</u>	<u>2021/2022</u>	<u>\$</u>	<u>%</u>
Debt Service - Single Family 40'	\$1,129.65	\$1,129.65	\$0.00	0.00%
Operations/Maintenance - Single Family 40'	\$959.53	\$959.53	\$0.00	0.00%
<b>Total</b>	<b>\$2,089.18</b>	<b>\$2,089.18</b>	<b>\$0.00</b>	<b>0.00%</b>
Debt Service - Single Family 50'	\$1,286.97	\$1,286.97	\$0.00	0.00%
Operations/Maintenance - Single Family 50'	\$959.53	\$959.53	\$0.00	0.00%
<b>Total</b>	<b>\$2,246.50</b>	<b>\$2,246.50</b>	<b>\$0.00</b>	<b>0.00%</b>
Debt Service - Single Family 50' Prepaid	\$501.23	\$501.23	\$0.00	0.00%
Operations/Maintenance - Single Family 50' Prepaid	\$959.53	\$959.53	\$0.00	0.00%
<b>Total</b>	<b>\$1,460.76</b>	<b>\$1,460.76</b>	<b>\$0.00</b>	<b>0.00%</b>
Debt Service - Single Family 65'	\$1,402.57	\$1,402.57	\$0.00	0.00%
Operations/Maintenance - Single Family 65'	\$959.53	\$959.53	\$0.00	0.00%
<b>Total</b>	<b>\$2,362.10</b>	<b>\$2,362.10</b>	<b>\$0.00</b>	<b>0.00%</b>



**CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2021/2022 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE**

TOTAL O&M BUDGET		\$1,367,371.00
COLLECTION COSTS @	2.0%	\$29,093.00
EARLY PAYMENT DISCOUNT @	4.0%	\$58,186.00
TOTAL O&M ASSESSMENT		<u>\$1,454,650.00</u>

<u>LOT SIZE</u>	<u>UNITS ASSESSED</u>		<u>ALLOCATION OF O&amp;M ASSESSMENT</u>				<u>TOTAL SERIES 2016 DEBT SERVICE ASSESSMENT</u>	<u>PER LOT ANNUAL ASSESSMENT</u>		
	<u>O&amp;M</u>	<u>SERIES 2016 DEBT SERVICE</u> <sup>(1) (2)</sup>	<u>EAU FACTOR</u>	<u>TOTAL EAU's</u>	<u>% TOTAL EAU's</u>	<u>TOTAL O&amp;M BUDGET</u>		<u>O&amp;M</u>	<u>DEBT SERVICE</u> <sup>(3)</sup>	<u>TOTAL</u> <sup>(4)</sup>
<b>Platted Parcels</b>										
Single Family 40'	289	289	1.00	289.00	19.06%	\$277,304.65	\$326,468.85	\$959.53	\$1,129.65	\$2,089.18
Single Family 50'	822	822	1.00	822.00	54.22%	\$788,735.03	\$1,057,889.34	\$959.53	\$1,286.97	\$2,246.50
Single Family 50' Prepaid	1	1	1.00	1.00	0.07%	\$959.53	\$501.23	\$959.53	\$501.23	\$1,460.76
Single Family 65'	404	403	1.00	404.00	26.65%	\$387,650.79	\$565,235.71	\$959.53	\$1,402.57	\$2,362.10
<b>Total Community</b>	<u>1516</u>	<u>1515</u>		<u>1516.00</u>	<u>100.00%</u>	<u>\$1,454,650.00</u>	<u>\$1,950,095.13</u>			

LESS: Pasco County Collection Costs (2%) and Early Payment Discounts (4%):

(\$87,279.00)      (\$115,445.63)

**Net Revenue to be Collected:**

\$1,367,371.00      \$1,834,649.50

<sup>(1)</sup> Reflects the number of total lots with Series 2016 debt outstanding.

<sup>(2)</sup> Reflects one Series 2016 prepayment and one lot that prepaid the previous Series 2005 bond debt and therefore has a reduced Series 2016 assessment.

<sup>(3)</sup> Annual debt service assessment per lot adopted in connection with the Series 2016 bond issue. Annual assessment includes principal, interest, Pasco County collection costs and early payment discounts.

<sup>(4)</sup> Annual assessment that will appear on November 2021 Pasco County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).

## **Tab 11**

## RESOLUTION 2021-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT IMPOSING ANNUALLY RECURRING OPERATIONS AND MAINTENANCE NON-AD VALOREM SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF ALL DISTRICT SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Concord Station Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

**WHEREAS**, the District is located in Pasco County, Florida (“**County**”);

**WHEREAS**, the Board of Supervisors of the District (“**Board**”) hereby determines to undertake various activities described in the District’s adopted budget for fiscal year 2021-2022 attached hereto as **Exhibit A (“FY 2021-2022 Budget”)** and incorporated as a material part of this Resolution by this reference;

**WHEREAS**, the District must obtain sufficient funds to provide for the activities described in the FY 2021-2022 Budget;

**WHEREAS**, the provision of the activities described in the FY 2021-2022 Budget is a benefit to lands within the District;

**WHEREAS**, the District may impose non-ad valorem special assessments on benefited lands within the District pursuant to Chapter 190, Florida Statutes;

**WHEREAS**, such special assessments may be placed on the County tax roll and collected by the local Tax Collector (“**Uniform Method**”) pursuant to Chapters 190 and 197, Florida Statutes;

**WHEREAS**, the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method;

**WHEREAS**, the District has approved an agreement with the County Property Appraiser (“**Property Appraiser**”) and County Tax Collector (“**Tax Collector**”) to provide for the collection of special assessments under the Uniform Method;

**WHEREAS**, it is in the best interests of the District to proceed with the imposition, levy, and collection of the annually recurring operations and maintenance non-ad valorem special assessments on all assessable lands in the amount contained for each parcel’s portion of the FY 2021-2022 Budget (“**O&M Assessments**”);

**WHEREAS**, the Board desires to collect the annual installment for the previously levied debt service non-ad valorem special assessments (“**Debt Assessments**”) in the amounts shown in the FY 2021-2022 Budget;

**WHEREAS**, the District adopted an assessment roll as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference (“**Assessment Roll**”);

**WHEREAS**, it is in the best interests of the District to certify the Assessment Roll to the Tax Collector pursuant to the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, including the property certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll, for such time as authorized by Florida law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:**

**Section 1. Benefit from Activities and O&M Assessments.** The provision of the activities described in the FY 2021-2022 Budget confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the O&M Assessments allocated to such lands. The allocation of the expenses of the activities to the specially benefited lands is shown in the FY 2021-2022 Budget and in the Assessment Roll.

**Section 2. O&M Assessments Imposition.** Pursuant to Chapter 190, Florida Statutes and procedures authorized by Florida law for the levy and collection of special assessments, the O&M Assessments are hereby imposed and levied on benefited lands within the District in accordance with the FY 2021-2022 Budget and Assessment Roll. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**Section 3. Collection and Enforcement of District Assessments.** The collection of all Debt Assessments and all O&M Assessments for all lands within the District, shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in the Assessment Roll. All assessments collected by the Tax Collector shall be due, payable, and enforced pursuant to Chapter 197, Florida Statutes.

**Section 4. Certification of Assessment Roll.** The Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.

**Section 5. Assessment Roll Amendment.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

**Section 6. Assessment Challenges.** The adoption of this Resolution shall be the final determination of all issues related to the O&M Assessments as it relates to property owners whose benefited property is subject to the O&M Assessments (including, but not limited to, the determination of

special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the O&M Assessments, and the levy, collection, and lien of the O&M Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

**Section 7. Procedural Irregularities.** Any informality or irregularity in the proceedings in connection with the levy of the O&M Assessments shall not affect the validity of the same after the adoption of this Resolution, and any O&M Assessments as finally approved shall be competent and sufficient evidence that such O&M Assessment was duly levied, that the O&M Assessment was duly made and adopted, and that all other proceedings adequate to such O&M Assessment were duly had, taken, and performed as required.

**Section 8. Severability.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**Section 9. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**Passed and Adopted on August 12, 2021.**

Attested By:

**Concord Station Community  
Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/Vice Chair of the Board of Supervisors

**Exhibit A: FY 2021-2022 Budget**

## Tab 12

**RESOLUTION 2021-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CONCORD STATION  
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND  
LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS  
OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Concord Station Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Pasco County, Florida; and

WHEREAS, the District’s Board of Supervisors (the “**Board**”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF  
CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as **Exhibit “A”**.

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District’s Secretary is hereby directed to file annually, with Pasco County and the Department of Economic Opportunity, a schedule of the District’s regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 12TH DAY OF AUGUST 2021.**

**ATTEST:**

**CONCORD STATION COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair / Vice Chair of the Board of Supervisors

**EXHIBIT “A”**  
**BOARD OF SUPERVISORS MEETING DATES**  
**CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2021/2022**

October 14, 2021

November 11, 2021

December 9, 2021 \* 6:30 p.m.

January 13, 2022.

February 10, 2022

March 10, 2022

April 14, 2022 \* 6:30 p.m.

May 12, 2022

June 9, 2022 \* 6:30 p.m.

July 14, 2022

August 11, 2022\* 6:30 p.m.

September 8, 2022

The meetings will convene at 10:00 a.m. (\*with the exceptions of the months of December, April, June and August) when they will convene at 6:30 p.m.). at\*\* the Concord Station Clubhouse, located at 18636 Mentmore Boulevard, Land O' Lakes, FL 34638.