CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT

<u>District Office – Wesley Chapel, Florida (813) 994-1001</u>

<u>Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614</u>

www.concordstationcdd.com

October 6, 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, October 14, 2021 at 10:00 a.m., at the Concord Station Clubhouse, 18636 Mentmore Blvd., Land O'Lakes FL 34638. The following is the agenda for this meeting:

1. 2. 3.	AUDI	TO ORDER/ROLL CALL ENCE COMMENTS NESS ADMINISTRATION	
J .	A.	Consideration of the Minutes of the Board of Supervisors'	
	Λ.	Meeting held on September 9, 2021	Tah 1
	B.	Consideration of Operation and Maintenance Expenditures	1 45 1
	В.	for August 2021	Tah 2
4.	BUSI	NESS ITEMS	1402
	A.	Consideration of Trinity Cottage Amenities Volleyball Court	
	, v.	Proposal (tabled from September 9, 2021 meeting)	Tah 3
	B.	Consideration of Children's Area Recommendation	
	C.	Consideration of Site L5 Planting Proposal	
	D.	Re-Consideration of All About Food Trucks Agreement	
	E.	Consideration of Fitness Equipment Proposal	
	F.	Consideration of Easement Application	
	G.	Consideration of Solar Structure Conceptual Design	
	О. Н.	Consideration of Updated Pool & Splash Pad	
	• • • •	Maintenance Agreement	Tab 10
	1.	Discussion of Swine Solutions	
	J.	Consideration of Deposit for Unique Landscaping	Tab 11
5.	-	F REPORTS	
-	Α.	Deputy Update	
	В.	District Engineer	
	C.	District Counsel	
	D.	Field Operations Manager	
		i. Aquatics Report	Tab 12
		ii. Field Inspection Report	
		iii. Greenview Weekly Reports	
		iv. Ratification of Irrigation Proposal	
		v. Consideration of Landscape Proposals	
	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

MINUTES OF MEETING 1 2 3 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 4 5 verbatim record of the proceedings is made, including the testimony and evidence upon 6 which such appeal is to be based. 7 CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT 8 9 10 The regular meeting of the Board of Supervisors of the Concord Station Community Development District was held on Thursday, September 9, 2021 at 10:01 a.m. at Concord 11 12 Station Clubhouse located at 18636 Mentmore Boulevard, Land O' Lakes, Florida 34638. 13 14 Present and constituting a quorum: 15 Steven Christie **Board Supervisor, Chairman** 16 Fred Berdeguez **Board Supervisor, Vice Chairman** 17 Karen Hillis **Board Supervisor, Assistant Secretary** 18 19 (via conference call) Jerica Ramirez **Board Supervisor, Assistant Secretary** 20 Donna Matthias-Gorman **Board Supervisor, Assistant Secretary** 21 22 23 24 Also present were: 25 District Manager, Rizzetta & Co., Inc. Debby Wallace 26 Javna Cooper District Manager, Rizzetta & Co., Inc. 27 John Vericker **District Counsel, Straley Robin Vericker** 28 **District Engineer. JMT Engineering** Stephen Brletic 29 **Clubhouse Mgr., Rizzetta Amenity Services** Michael Speidel 30 31 Nick Margo Representative, Solitude 32 Audience **Present** 33 34 FIRST ORDER OF BUSINESS Call to Order 35 36 37 Ms. Wallace called the meeting to order and performed the roll call confirming a quorum for the meeting. 38 39 SECOND ORDER OF BUSINESS **Audience Comments** 40 41 Ms. Barb Ladimir addressed the Board regarding Fitness 320 (Corporation name 42 Diva 320) classes. 43 44

On a Motion by Mr. Christie, seconded by Ms. Ramirez, with all in favor, the Board of Supervisors approved an agreement with Diva 320 for fitness classes on Tuesday and Thursday at 5:30 a.m. and 10:00 a.m. at the Clubhouse, subject to District Counsel's approval of form of contract, for the Concord Station Community Development District.

An audience member addressed the Board regarding 3043 Chessington Drive and the pine trees behind her yard. The Board directed Ms. Wallace to collect a proposal to have them removed.

An audience member addressed the Board regarding the Drexel Gaga Ball Court.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Meeting held on August 12, 2021

The Board approved the Minutes from the Board of Supervisors' Meeting held on August 12, 2021 with one minor change.

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 August 12, 2021, as amended, for the Concord Station Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of Operation and Maintenance Expenditures for July 2021

The Board had a few questions on various invoices and requested that Solitude specify which ponds they are servicing on future invoices.

On a Motion by Ms. Matthias-Gorman, seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for July 2021 (\$187,483.60), for the Concord Station Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Bolt Lightning Proposal for Clubhouse

On a Motion by Mr. Christie, seconded by Ms. Hillis, with all in favor, the Board of Supervisors approved the Bolt Lightning proposal for \$12,675.00, for the Concord Station Community Development District.

SIXTH ORDER OF BUSINESS

Consideration of Updated Welcome Sign Proposal

The Board previously approved the Romaner proposal for \$5,400.00. Permits and some changes to the signs were required that increased the prior amount to \$6,900.00.

On a Motion by Mr. Christie, seconded by Ms. Matthias-Gorman, with all in favor, the Board of Supervisors approved the updated Romaner proposal for \$6,900.00, for the Concord Station Community Development District.

SEVENTH ORDER OF BUSINESS

Presentation of Fitness Center Survey and Recommendation

Mr. Speidel reviewed the proposal. The Board directed Mr. Speidel to collect proposals for equipment and investigate whether to trade in or store old equipment.

EIGHTH ORDER OF BUSINESS

Discussion of Children's Play Area in Clubhouse

Ms. Ramirez and Mr. Speidel will collect pricing of play equipment for next CDD meeting.

NINTH ORDER OF BUSINESS

Consideration of All About Food Trucks

On a Motion by Ms. Ramirez, seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors approved All About Food Truck hosting a food truck event at the Clubhouse the last Thursday of each month from 5:00 p.m. to 8:00 p.m., subject to District Counsel's approval of form of agreement and 10% of the revenue to the CDD, for the Concord Station Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Trinity Cottage Amenities Proposals

The Board tabled the Volleyball Court proposal.

On a Motion by Mr. Christie, seconded by Mr. Berdeguez, with all in favor, the Board approved Greenview's Trinity Field proposal with the selection of the 4" Oak trees for \$12,100.00, for the Concord Station Community Development District.

104 On a Motion by Mr. Christie, seconded by Ms. Matthias-Gorman, with all in favor, the Board approved Greenview's proposal for \$900.00 to treat entire Trilby Field for ants, for the Concord Station Community Development District. 105 **ELEVENTH ORDER OF BUSINESS Updated Drexel Gaga Court Proposal** 106 107 108 The Board approved a not-to-exceed amount of \$5,000.00 at the last CDD 109 meeting. 110 On a Motion by Mr. Berdequez, seconded by Mr. Christie, with all in favor, the Board of Supervisors approved an updated proposal for the Drexel Gaga Court for \$5,940.00, for the Concord Station Community Development District. 111 TWELFTH ORDER OF BUSINESS 112 Consideration of Ongoing Floating Fountain Maintenance Proposal 113 114 On a Motion by Mr. Christie, seconded by Ms. Ramirez, with all in favor, the Board of Supervisors approved an ongoing maintenance proposal for two fountains at \$1,500.00, if Sitex agrees, for the Concord Station Community Development District. 115 THIRTEENTH ORDER OF BUSINESS Staff Reports 116 117 118 Α. **District Engineer** 119 Mr. Brletic updated the Board on the streetlight projects, Pocket Parks, and Drexel. 120 121 Mr. Brletic will have a proposed plan for the Solar Structure for the next CDD 122 123 meeting. 124 FOURTEENTH ORDER OF BUSINESS Consideration of Fiscal Year 2021-2022 125 126 **EGIS Insurance Proposal** 127

On a Motion by Ms. Hillis, seconded by Mr. Christie, with all in favor, the Board of Supervisors approved EGIS Insurance's proposal for Fiscal Year 2021-2022 in the

amount of \$19,496.00, for the Concord Station Community Development District.

128

129

130

131

132

133	FIFTEENTH ORDER OF BUSINESS	Staff Reports (Continued)
135 136	A. Deputy Update	
137	No report.	
138 139	B. District Counsel	
140	D. District Scarics.	
141	No report.	
142		
143	C. Field Operations Manager	
144 145	i. Aquatics Report	
146	i. Aquatios Neport	
147	Mr. Margo presented the aquation	c report to the Board. He stated there is pond
148		ne Board asked Mr. Brletic to look into this. Mr.
149	Margo stated that a resident has	blocked access to Site R9.
150	The Deered requested a prepared	from Collings to plant Dold Company transport I.E.
151 152	rne Board requested a proposar	from Solitude to plant Bald Cypress trees at L5.
153	ii. Field Inspection Report	
154		
155	Ms. Wallace presented the field in	nspection report to the Board.
156		
157 158	iii. Greenview weekly reports	
159 160	The Board reviewed the weekly in up with Greenview to pick up clur	reports from Greenview. Ms. Wallace will follow mps of grass on sidewalks.
161 162 163	Ms. Wallace to ask Greenview to Manors.	not leave tracks in the fields of the Retreat & the
164 165 166	D. Clubhouse Manager	
167 168 169 170	•	nly Clubhouse Report to the Board. Mr. Speidel the benches. The board decided not to purchase
		ed by Mr. Christie, with all in favor, the Board of Clubhouse on Halloween at 5:00 p.m., for the nent District.

171172

	n, seconded by Mr. Christie, with all in favor, the blinds by Budget Blinds for the Clubhouse for mmunity Development District.					
E. District Manager						
Ms. Wallace reminded the Board 2021 at 10:00 a.m.	that the next meeting is scheduled for October 14					
Supervisors approved the updated \$	ded by Mr. Christie, with all in favor, the Board of Solitude aeration proposal for extra trenching at cord Station Community Development District.					
•	n, seconded by Ms. Ramirez, with all in favor, the acrease the debit card limit to \$2,000.00, for the ment District.					
SIXTEENTH ORDER OF BUSINESS	Audience Comments					
An audience member addressed	I the Board regarding the Trilby soccer posts.					
SEVENTEENTH ORDER OF BUSINES	SS Supervisor Requests					
Mr. Christie inquired about the g	ates to the tennis and playground areas.					
Mr. Berdeguez asked when the լ ollow up on this.	perennials will be installed. Ms. Wallace will					
EIGHTEENTH ORDER OF BUSINESS	Adjournment					
,	seconded by Ms. Mattias-Gorman, the Board of 12:36 p.m., for the Concord Station Community					
Secretary/Assistant Secretary	Chairman/Vice Chairman					

Tab 2

<u>District Office · Wesley Chapel, Florida · (813)-994-1001</u>

<u>Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

www.concordstationcdd.com

Operations and Maintenance Expenditures August 2021 For Board Approval

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

\$87,993,61

	, , , , , , , , , , , , , , , , , , ,
Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

The total items being presented:

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	ice Amount
Apex Pest Control, Inc.	004017	082821	Termite Warranty Renewal - 08/21	\$	200.00
Clean Sweep Supply Co., Inc.	004018	1228	Janitorial Supplies 07/21	\$	311.04
Concord Station CDD	CD125	CD125	Debit Card Replenishment	\$	1,350.84
DCSI, Inc.	004019	28735	Service Call/ Access Gate 06/21	\$	299.00
DCSI, Inc.	004009	28822	Service Call/Access Gate 07/21	\$	525.00
DCSI, Inc.	004025	28872	Monthly Monitoring 08/21	\$	49.99
DCSI, Inc.	004033	28894	Service Call/ Access Gate 07/21	\$	1,513.00
DCSI, Inc.	004033	28896	Service Call/ Access Gate 08/21	\$	464.00
Donna Matthias-Gorman	004039	DG081221	Board Of Supervisors Meeting 08/12/21	\$	200.00
Duke Energy	004061	28648 13081 - Contribution 07/21	18636 Mentmore Blvd Contribution 07/21	\$	5.78
Duke Energy	004040	55585 50570 07/21	0000 Trinity Cottage Drive Light 07/21	\$	954.91

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	oice Amount
Duke Energy	004040	62120 25142 05/21	10920 State Road 54 Lite 05/21	\$	4,755.32
Duke Energy	004028	Summary Bill 07/21	Summary Bill 07/21	\$	9,688.80
Finn Outdoor, LLC	004020	2614	Brush Cutting 07/21	\$	1,450.00
First Pinoy Inc	004021	474	Thermostat Repair 07/21	\$	72.00
Fitness Logic	004022	99247	QRTLY Maintenance & Cleaning Labor 07/21	\$	165.00
Florida Department of Revenue	004045	61-8017248652 07/21	Sales & Use Tax 07/21	\$	110.56
Fred Berdeguez	004031	FB081221	Board Of Supervisors Meeting 08/12/21	\$	200.00
Frontier Communications of Florida	004010	813-909-4569-121718-5 08/21	813-909-4569-121718-5 08/21	\$	572.71
Greenview Landscaping, Inc.	004023	4CCSSUNL21	Installed Hawaiian Plants 08/21	\$	960.00
Greenview Landscaping, Inc.	004034	8CCLUH21	Monthly Maintenance for Clubhouse 08/21	\$	1,100.00
Greenview Landscaping, Inc.	004034	8CCSCDD21	Monthly Landscape Maintenance 08/21	\$	19,000.00

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	ice Amount
Jani-King of Tampa Bay	004036	1-431694	Monthly Cleaning Service 08/21	\$	250.00
Jerica Ramirez	004041	JR081221	Board Of Supervisors Meeting 08/12/21	\$	200.00
Johnson, Mirmiran & Thompson, Inc.	004037	23-178320	Engineer Services 07/21	\$	4,284.71
Karen Hillis	004035	KH081221	Board Of Supervisors Meeting 08/12/21	\$	200.00
LLS Tax Solutions Inc.	004038	002372	Arbitrage Series 2016 A1/A2 PE 08/28/20	\$	500.00
Pasco County	004011	15174062	18636 Mentmore Blvd 06/21	\$	1,591.14
Pasco County	004011	15174063	19322 Umberland Place 06/21	\$	9.99
Pasco County	004027	15303544	18636 Mentmore Blvd 07/21	\$	703.09
Pasco County	004027	15303545	19322 Umberland Place 07/21	\$	9.99
Pasco County	004046	Grow-081921	ROW Permit Fees	\$	400.00
Pasco County Sheriff	004026	AR001090	Law Enforcement Services #10 08/21	\$	8,880.25

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoi	ce Amount
Rizzetta & Company, Inc.	004012	INV000060323	District Management Fees 08/21	\$	6,126.34
Rizzetta Amenity Services	004013	INV0000000008970	Actual Bi-Weekly Payroll 07/21	\$	6,822.68
Rizzetta Amenity Services	004029	INV0000000008993	Amenity Management Services 08/06/21	\$	7,491.32
Rizzetta Amenity Services	004029	INV00000000009016	Out of Pocket Expenses 07/21	\$	106.00
Rizzetta Technology Services, LLC	004042	INV000007805	Email Accounts, Admin & Maintenance 08/21	\$	175.00
Solitude Lake Management LLC	004030	PI-A00608599	Monthly Mitigation Services Spot Spraying 05/21	\$	2,595.00
Steven A. Christie	004032	SC081221	Board Of Supervisors Meeting 08/12/21	\$	200.00
Straley Robin Vericker	004014	20047	Legal Services - Easement Encroachment 07/21	\$	132.35
Suncoast Pool Service	004043	7462	Monthly Pool Service 08/21	\$	2,000.00
Suncoast Rust Control,	004044	03661	Rust Control 08/21	\$	1,035.00
Times Publishing Company	004015	0000167625 07/21/21	121715 Legal Advertising 07/21	\$	128.80

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	oice Amount
Tropicare Termite & Pest Control Inc.	004016	107676	Pest Control Service INT/EXT 07/21	\$	50.00
Tropicare Termite & Pest	004016	108284	6 Rodent Boxes 07/21	\$	60.00
Control Inc. Waste Management Inc. of Florida	004024	0666321-1568-0	Waste Disposal Services 08/21	\$	94.00
Report Total				\$	87,993.61

Tab 3



@ 888-423-1120

August 19, 2021

Attn: Stephen Brletic Johnson, Mirmiran & Thompson, Inc. 2000 E 11th Avenue Suite 300 Tampa, FL 33605

Re: Concord Station CDD

Dear Stephen,

Thank you for your interest in having Sport Surfaces construct your sand volleyball court.

Here at Sport Surfaces we believe that the key to successful business is having the right product/service at the right time, offering the best quality for the lowest price. We back this up with <u>a two-year warranty</u> unlike most of our competitors who only offer a one-year warranty. We are continually striving to be the most innovative, creative, service minded company in the tennis industry.

We have over 100 years of combined experience and our highly skilled technicians are trained to perform all phases of athletic court construction, resurfacing and maintenance.

Sport Surfaces has installed top quality athletic courts right in your neighborhood and all over the world. Our Company has a long list of satisfied customers ranging from Disney to top seated players.

In addition, we carry a full line of sport court equipment, accessories and lighting products

Please let us know if you have any questions or comments. For more detailed information about our services and products, please visit our web page at **www.sportsurfaces.com**

We look forward to hearing from you and the possibility of doing business with you. Our reputation and work history guarantee you have made the right decision.

Sincerely,

Adam Jenne

Adam Jenne Sport Surfaces, LLC.











888-423-1120

PROPOSAL/AGREEMENT

August 19, 2021

CUSTOMER

Johnson, Mirmiran & Thompson, Inc.

2000 E 11th Avenue

Suite 300 Tampa, FL 33605 SITE

Concord Station CDD

3200 Trinity Cottage Drive

Land O' Lakes, FL 34638

Agreement made between Sport Surfaces, LLC., hereinafter called the Contractor, and Johnson, Mirmiran & Thompson, Inc. c/o Concord Station CDD, hereinafter called the Customer, for the construction of your (1) sand volleyball court with respect to the following terms and specifications:

PERMITTING: If necessary

The Customer will provide the Contractor with documents necessary to acquire permit (survey etc.).

The Contractor will pull necessary permits and pass on cost to the Customer plus a \$1,000.00 admin fee for one submission. Further required submissions due to corrections will be billed at \$250.00 per correction plus permit runner fees as actual.

COURT CONSTRUCTION: Area to be approximately: 30' x 60'

The Contractor will excavate 18" of earth and install a geotextile fabric.

The Contractor will fill with 18" of beach volleyball sand.

The Contractor will install tape lines.

The Contractor will install First Team Stellar volleyball net and posts.

The Contractor will install 2" x 12" pressure treated lumber on border of the court with Edge Guard cap.

FEE

The Contractor agrees to provide tools, materials, labor, supervision, and insurance to complete the above work for a sum of **** TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$ 25,500.00) ****

COURT CONSTRUCTION: Area to be approximately: 30' x 60'

The Contractor will excavate 22" of earth.

The Contractor will install 4" of drainage rock and geotextile fabric.

The Contractor will fill with 18" of beach volleyball sand.

The Contractor will install tape lines.

The Contractor will install First Team Stellar volleyball net and posts.

The Contractor will install 2" x 12" pressure treated lumber on border of the court with Edge Guard cap.

FEE

The Contractor agrees to provide tools, materials, labor, supervision, and insurance to complete the above work for a sum of **** TWENTY-NINE THOUSAND EIGHT HUNDRED DOLLARS (\$ 29,800.00) ****

COURT CONSTRUCTION: Area to be approximately: 30' x 60'

The Contractor will excavate 22" of earth.

The Contractor will install 4" perforated drainpipe and route appropriately.

The Contractor will install 4" of drainage rock and geotextile fabric.

The Contractor will fill with 18" of beach volleyball sand.

The Contractor will install tape lines.

The Contractor will install First Team Stellar volleyball net and posts.

The Contractor will install 2" x 12" pressure treated lumber on border of the court with Edge Guard cap.

FEE

The Contractor agrees to provide tools, materials, labor, supervision, and insurance to complete the above work for a sum of

**** THIRTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$ 34,500.00) ****

*All prices are in US Dollars. Prices are subject to change after ninety days. Our bid prices are based upon you providing adequate access and storage areas.













@ 888-423-1120

August 19, 2021

Johnson, Mirmiran & Thompson, Inc. 2000 E 11th Avenue Suite 300 Tampa, FL 33605

PROVISIONS

The Customer agrees to pay a 33% deposit upon acceptance of proposal The Customer agrees to pay a 33% deposit upon commencement The Customer agrees to pay balance upon completion of the above-proposed work.

PRIVACY/TERMS AND CONDITIONS

Customer agrees that by signing the below contract they agree to abide by our privacy / terms and conditions which can be found be found on our website: https://sportsurfaces.com/terms-and-conditions/

CREDIT

If the Customer does not pay as agreed upon, the Contractor shall have the right to file a lien against the real estate for the amount of the work done. No further work shall be accomplished if installment payments are not made at the time specified. In the event it is necessary to employ the services of an attorney to secure payment, as per the terms of this agreement, then the customer agrees to pay reasonable attorney fees. Interest of 1 ½ % per month will be charged on accounts past due

GUARANTEE

The Contractor guarantees all work against defects in workmanship or materials for a **period of (2) years** from date of completion. This guarantee excludes normal wear and tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Existing cracks may reappear at any time. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc. will scuff and damage surface. Guarantee shall become void upon owner's failure to adhere and comply with the payment schedule.

Total Price with Options: 5)	_	
Respectfully submitted by:	Adam Jenne		
	Adam Jenne Sport Surfaces, LLC.		
Proposal accepted by:	Title:	Date:	











We combine old world craftsmanship with the latest technologies.





Tennis court resurfacing and basketball court resurfacing, construction and repairs are what Sport Surfaces of West Palm Beach, Florida has been specializing in since 1998.

After building, resurfacing and repairing over 6,000 basketball and tennis courts across Florida to include Orlando, Miami, Tampa and Fort Lauderdale, we have developed our own proprietary techniques for repairing and resurfacing all sport courts.







TOP QUALITY COUPLED WITH WHOLESALE PRICING

We believe that in today's economy our customers expect and deserve wholesale tennis court pricing.

We will not however, give up quality in order to give a cheap product. Our customers understand that it takes more to provide top quality services and products and we always give our customers the best value for their investment.

Remember when you don't want to spend too much but still expect the best you can count on us.

I am very happy to reccomend Sports
Surfaces. I have worked on a regular basis
with the company since 2007. I have found
their managment staff and construction
personnel to be knowlegable and highly
skilled. They have delivered work on time and i
have been very satisfied with the result.

I had my home tennis court resurfaced by sports surfaces and I had an extremely good experience with them. They were vey professional and were able to get my tennis court to look new once again.

They started when they were supposed to and finished on time even though we are currently in rainy season. I would give them an A+++ great job guys!

MR. DOONER

BRODY

More tesitmonial online...

WWW.SPORTSURFACES.COM

888-423-1120



esportsurfaces



esportsurfaces



Welch Tennis Courts, Inc. World's Largest Builder of Fast Dry Courts



Construction - Resurfacing - Lighting - Accessories

USTA - USPTA ASBA - TIY

BEACH VOLLEYBALL COURT CONSTRUCTION PROPOSAL

Welch Tennis Court, Inc. (hereinafter referred to as the "Contractor") proposes to furnish the labor, materials, equipment, and services necessary to construct one (1) Beach Volleyball Court at Concord Station in Land O' Lakes, Florida. In accordance with, and subject to, the terms, conditions and specifications set forth below, which construction work is referred to in this proposal as the "Project."

1. **CONSTRUCTION REQUIREMENTS**: The Owner shall be responsible for determining the physical location where the court is to be constructed, assuring that the construction plans and the work described in this proposal comply with all applicable zoning requirements and deed restrictions including, but not limited to, all applicable set-back requirements. The Owner shall be solely responsible for the suitability of the project site and the constructability of the Project upon the property.

This proposal includes an allowance for permits, fees, engineering costs and related acquisition costs; costs in excess of this allowance shall be reimbursed by the Owner to the Contractor. The Owner shall be responsible for providing the contractor an onsite dumpster during construction.

The Contractor shall provide the required contractor licensing to construct the Project, along with general liability and workers' compensation insurance. If a waiver of subrogation is required by the Owner, an additional charge of \$250.00 will be added to the contract price. If the Owner requires bonding in the form of payment and performance bonds or insurance in excess of the limits of liability coverage usually carried by Contractor such additional coverage and bonding will be provided to the Owner at the Contractor's cost.

- 2. **SITE PREPARATION**: Site preparation, including clearing, grubbing, tree and stump removal, debris removal and rock removal, is *not* included in the price of this proposal. If large rocks, tree roots, tree stumps, debris or other impediments to routine grading of the site are encountered, the Owner shall be responsible for the cost of removing them. If extra fill material is required to achieve the desired finished elevation of the Court, the costs of furnishing such additional fill material, as is needed, shall be borne by the Owner. Grading shall be done to a tolerance of plus or minus one (1) inch of the final sub-grade elevation. A compaction of 95% (Modified Proctor) is required and the soil shall be free of all roots and vegetation.
- 3. **COURT CONSTRUCTION**: The Contractor shall construct one (1) beach volleyball Court, measuring 30 feet by 60 feet.
 - a. Perimeter: A PVC border shall be installed and filled with water for stability.
 - b. Two (2) 60 lineal foot runs of six (6) inch corrugated perforated drain pipe shall be installed for court drainage. Termination shall be within three (3) feet of the court edge with hookup to main drainage system by the Owner.
 - c. Base: The base shall be lined with one layer of Geo-Textile Material and consist of eight (8) inches of sand suitable for beach volleyball play.

- d. Court Completion: FT Blast outdoor volleyball system shall be supplied and installed, including adjustable four (4) inch square steel powder coated uprights and net. Yellow rope and corner pins will be supplied and installed.
- 4. **CONTRACT PRICE:** The Contractor shall construct the Court specified in this proposal/contract for the following contract price:

TOTAL	\$38,924.00
ALLOWANCE FOR PERMITS/FEES/ENGINEERING	\$ 1,500.00
VOLLEYBALL COURT	\$37,424.00

- 5. **PAYMENT TERMS**: Contract amount shall be billed based on AIA Progress Payments and Schedule of Values. **NOTE**: Payment of Contractor's invoices is due upon receipt of the invoice by Owner. Late charges, at the rate of 1½% per month (18% per annum maximum) shall begin to accrue on any unpaid invoice balance, beginning thirty (30) days after the invoice date. Welch Tennis Court, Inc. reserves the right to stop work in the event of non-payment.
- 6. BUILDING REQUIREMENTS. The Owner shall provide access to the site for tractor-trailers and other vehicles with a weight in excess of twenty tons; provide staked corners of each court battery, provide an area adjacent to the site for storing and preparing materials. The Contractor shall exercise reasonable care in utilizing the access and storage areas but cannot be responsible for damage caused by normal construction operations (e.g., damage to sod, landscaping, sprinkler lines, sidewalks, pavement, etc.).

The Owner shall notify, locate and mark for the Contractor, prior to construction, any water, sewer, electrical or other conduits, which are located at the court beneath the ground surface or otherwise obstructed from view, and in the absence of such notice, the Contractor shall not be held liable for any damages to conduits during the course of construction.

The Owner shall provide an onsite dumpster for the Contractors use during construction. In the event the Owner is unable to or would like for the Contractor to provide the dumpster, the Contractor shall coordinate the delivery of a construction dumpster for the jobsite. The costs for the dumpster, including but not limited to pick-up, delivery, monthly/weekly fees, and dump charges, shall be the responsibility of the Owner.

- 7. **ESCALATION CLAUSE:** If, between the time this agreement is prepared and the date the Project described herein is completed, there is an increase in the cost of materials, equipment, transportation or energy, the price specified herein shall be adjusted by written change order modifying this agreement.
- 8. WARRANTY: Welch Tennis Court, Inc. shall warranty the completed Project to be free of significant defects in workmanship and materials for a period of one (1) year. The warranty shall commence on the date of completion, but will not be enforceable, unless payment is made in the full amount of the executed contract, including change orders and late payment fees (if applicable).
- 9. **BINDING CONTRACT:** This agreement and all of its terms and conditions shall be binding upon the parties to this agreement and upon the personal representatives, executors, administrators, heirs and successors assigns of either party.

- 10. ATTORNEY'S FEES; COSTS OF COLLECTION; VENUE: In the event that a dispute arises out of this agreement, and a civil action is brought by either party to resolve the dispute, then, in such event, the prevailing party, as determined by the Court hearing the matter, shall be entitled to recover its court costs, including reasonable attorney's fees, from the non-prevailing party. In the event that any sums invoiced by Contractor under this agreement are not paid when due, and suit is brought to enforce this agreement or to recover payment of any balance due and owing by Owners under this agreement, Contractor shall be entitled to recover its costs of collection, including reasonable attorney's fees, regardless of whether suit is brought or not. Any action to enforce this contract or any action arising from this contract (which does not include an action to enforce a construction lien under Chapter 713 of the Florida Statutes) shall be brought only in a court of competent jurisdiction in Hillsborough County, Florida.
- 11. **TIME FOR ACCEPTANCE OF PROPOSAL**: This proposal and the prices set forth herein shall be valid for only 30 days from the date of this proposal, and must be accepted within such time, unless the Contractor agrees in writing to extend the time for acceptance. Acceptance of this proposal by the Owner shall give rise to a binding and enforceable contract.
- 12. **ENTIRE AGREEMENT/CHANGES TO AGREEMENT:** This proposal, once accepted by Owner, sets forth the entire agreement between the parties, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between the parties prior to acceptance and signing of this proposal/agreement by Owner are deemed to have merged into this agreement. This agreement may *not* be modified or amended, except in writing, which is signed by all parties to this agreement.

SALES REPRESENTATIVE

Chris Hagman

ACCEPTED BY:			
	(OWNER)	DATE:	
Type/Print Name & Title)		
Accepted and approved b	py:		
WELCH TENNIS COU	RT, INC.		
George Todd, Jr., Preside	ent	DATE:	

ADDENDUM #1

This addendum shall become part of the contract documents and shall supersede any verbal or written agreements between Welch Tennis Courts, Inc. and the Owner. Modification of this addendum shall only occur by an executed change order.

	· ·		
Customer Name:			
Project Address:	Billing Address	S:	
Primary Contact:	Accts Payable	Contact:	
Name:	Name:		
Phone Number:	Phone Number	r:	
Email Address:	Email Address	:	
*******	**********	*********	
Color Selection: Green Lighting	Black N/∠	A Other	
Cabana Frames		_	
Cabana Canvas	H	Ш	
Windscreens	ä ä		
********	**********	********	
Deco Colors:	Hard Court Contracts Only		
Exterior Color	Interior Color	Pickleball Line Color	
Light Blue	Light Blue	Black	
Dark Blue	☐ Dark Blue	Blue	
Light Green	Light Green	☐ Green	
Medium Green	Medium Seen	☐ Orange	
Dark Green	Dark Green	Red	
☐ Gray	Gray	☐ White	
Red	Red	☐ Yellow	
☐ Adobe Tan*	Adobe Tan*	1000	
☐ Tour Purple*	☐ Tour Purple*		
*Premium Court Color Addition	-		
	orizing Welch Tennis Courts, Inc. to proceed w	rith the selections above and that all	
(Signature)	(Da	(Date)	
(Print Name)			

Tab 10

Pool Maintenance Services Agreement

Background Information:

The District owns and operates a splash pad and swimming pool at its community clubhouse located at 18636 Mentmore Blvd., Land O Lakes, Florida 34638. The District desires to retain an independent contractor to provide splash pad and pool maintenance services. The Contractor represents that it is qualified to provide such services. In consideration of the Contractor's agreement to perform the services described below and the District's agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. <u>Incorporation of Background Information</u>. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

2. Scope of Services.

- a. The Contractor shall perform all work, including all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth below and in Exhibit "A" and Exhibit "B", which is attached hereto and incorporated herein by reference (repairs are an additional expense):
 - i. Cleaning of the swimming pool and spa (includes cleaning of tiles and underwater debris)
 - ii. Cleaning of the filters, pumps, and chlorinator feeders at pool and splash pad on a regular basis.
 - **iii.** Maintain and interpret operational and recirculation efficiency of the filter and filter media for the pool and the splash pad.
 - iv. Chemical analysis, record keeping, and treatment for the pool and splash pad to ensure compliance with the State of Florida and Health Department standards with respect to oxidation and sanitation.
 - v. Check and interpret gauges, flow meters, and monitoring equipment at the pool and the splash pad for operational efficiency.
 - vi. Contractor shall furnish all chemical products necessary for the pool and splash pad to provide a safe bathing environment and to meet requirements of the Pasco County Health Department.
- **b.** Service will be provided 3 days a week with the times/days to be coordinated with the Clubhouse Manager, subject to modification if weather is prohibitive to a safe working environment.
- c. Additionally, in an instance where the chemical balance is not at recommended safe levels, Contractor will notify the District and close the pool or splash pad while chemicals are being adjusted. Contractor will post a "Closed for Maintenance" sign at the splash pad or on the pool entry gate. After the proscribed period of time, Contractor will return to re-test the water balance and remove the "Closed for Maintenance" sign.

3. Manner of Performance and Care of the Property.

- **a.** The work shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District and shall be in accordance with the best management practices in the industry.
- **b.** Contractor agrees to keep property clean and orderly during the course of the work and to remove all materials, debris, equipment, and machinery at the completion of each work day.
- c. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within 24 hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages or the District may elect to deduct the costs of the repair from the payment to Contractor for the work under this Agreement.
- **d.** Contractor will not store materials within the community or park any vehicles or vessels on any property within the community without the prior written permission of the District.
- 4. <u>Compensation</u>. The District agrees to compensate the Contractor for the work described above in the amount of \$1,950.00 per month. Contractor shall provide the District with an invoice for the work performed in the previous month. The District shall pay Contractor within 45 days of receipt of the invoice.
- 5. <u>Term and Renewal</u>. The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, this Agreement shall automatically renew for subsequent 1-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
- 6. <u>Termination</u>. Either party may terminate this Agreement without cause with 30 days written notice to the other party. Upon termination of this Agreement, 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.
- 7. <u>Additional Services</u>. When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above and in Exhibit "A" and Exhibit "B". The additional services and any additional compensation shall be agreed upon in writing by the parties hereto prior to the work commencing and shall be covered under a separate amendment or work order authorization.
- 8. 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.
- **9.** Compliance with Governmental Regulations. 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. The Contractor warrants and represents the Contractor is currently in compliance with and shall hereafter comply with all federal, state, and local laws and ordinances relating in any way to the services provided hereunder.

- 10. <u>Insurance</u>. 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 30-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.
- 11. <u>Indemnification</u>. Contractor agrees to indemnify and hold the District and its officers, agents and employees harmless from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.
- 12. <u>Limitations on Government Liability</u>. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 13. <u>Scrutinized Companies</u>. 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.
- 14. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,
 - a. 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
 - **b.** If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. 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.
 - **c.** If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.
- 15. <u>Public Records</u>. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration

of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (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 this Agreement 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, OR BY REGULAR MAIL AT 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FLORIDA 33625.
- 16. <u>Controlling Law</u>. This Agreement shall be governed under the laws of the State of Florida with venue in the Pasco County, Florida.
- 17. <u>Enforcement of Agreement</u>. 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.
- **18.** <u>Severability</u>. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- **19.** <u>Assignment</u>. This Agreement is not transferrable or assignable by either party without the written approval of both parties.
- **20.** <u>Amendment</u>. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
- 21. <u>Arm's Length Transaction</u>. 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.
- **22.** <u>Authorization</u>. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.
- **23.** <u>Notice</u>. Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

To the Contractor: 3713 Zachary St New Port Richey, FL 34655 Attn: Sean Connerty Email: To the District: c/o Rizzetta and Company, Inc. 5844 Old Pasco Road, Suite 100 Wesley Chapel, Florida 33544 Attn: Debby Wallace dwallace@rizzetta.com

- **24.** <u>Counterparts</u>. 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.
- **25.** Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. 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.

IN WITNESS WHEREOF, the District and Contractor have caused this Agreement to be executed as of the date first above written.

Contractor	Concord Station Community Development District	
Sean Connerty, Owner,	Steven Christie, Chair of the Board of	
d/b/a Sun Coast Pools	Supervisors	

Suncoast Pool Service Commercial Service Proposal

(727)271-1395

Concord Station CDD

1. DEFINITIONS

For the purpose of this Proposal the following terms shall be defined as follows:

- a. The Company Suncoast Pool Service (SCPS) being the first party to this Proposal being the DBA of Connerty Pools Inc. Both companies being registered and licensed to conduct business by the Department of State and the Division of Corporations within the State of Florida.
- b. The Customer -Concord Station CDD being the second party to this proposal.
- c. CPO Certified Pool and Spa Operator. Such person shall be currently certified by the National Swimming Pool Foundation.
- d. Service SCPS will provide Labor and chemicals

2. TERMS

The parties hereto agree that the term of this proposal is (12) twelve months.

3. SERVICE

The Company will provide service to the Customer at their facility in respect to the following:

- a. Service 3 days per week
- b. Cleaning of the Pool: to include tiles, surface and underwater debris.
- c. Cleaning of the filters, pumps and chlorinator feeders on a regular basis.
- d. Chemical analysis of water and treatment provided to meet standards in respect to oxidation and sanitation.
- e. Maintain and interpet operational and recirculation efficiency of the filter and filter media.
- f. Check and interpret gauages, flow meters and monitoring equipment for operational efficiency.
- g. All replacement and repairs of equipment are additional costs to customer. Labor and materials to be paid by Customer. (Excluding warranty items)
- h. emergency calls and repairs are billed on a case by case basis
- I. maintenence log with be kept on premise with daily readings and functions performed

4. AMOUNT

a. The Proposed amount of \$ 1600.00 per month

5. REFERENCES

1. The Innisbrook Resort and Golf Club

Jim Busch, Resort Manager (727) 942-2000

2. Fish Hawk Ranch

Holly Quigley, community manager (813)651-2728

3. Seven Oaks CDD

Theresa Flores, community manager (813)907-7987

Suncoast Pool Service

P.O. Box 224 Elfers, FL 34680

Estimate

Date	Estimate #	
5/7/2020	360	

Name / Address	***************************************	
Concord Station CDD		

Project

Description	Qty	Rate	Total
service for new splash pad installed at Concord Station CDD, includes chemical analysis, cleaning of filters and pump baskets, chemicals for operation are included, 3 times per week at the same time of pool cleaning visit, estimate is per month and will be added to current invoice for pool service	1	350.00	350.00
Jordan Lansford 5-29-2020			
		Total	\$350.00