

***CONCORD STATION
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package
Regular Meeting***

***Date/Time:
Thursday, April 11, 2024
6:30 P.M.***

***Location:
Concord Station Clubhouse
18636 Mentmore Blvd.
Land O'Lakes, FL 34638***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval, or adoption.

Concord Station Community Development District

c/o Breeze

1540 International Parkway, Suite 2000

Lake Mary, FL 32746

813-565-4663

Board of Supervisors
Concord Station Community Development District

Dear Supervisors:

A Meeting of the Board of Supervisors of the Concord Station Community Development District is scheduled for **Thursday, April 11, 2024, at 6:30 P.M.** at the **Concord Station Clubhouse, 18636 Mentmore Blvd., Land O'Lakes, FL 34638.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present any reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Larry Krause

Larry Krause
District Manager
813-565-4663

CC: Attorney
Engineer
District Records

District: CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Thursday, April 11, 2024

Time: 6:30 P.M.

Location: Concord Station Clubhouse
18636 Mentmore Blvd.
Land O'Lakes, FL 34638

ZOOM: <https://us02web.zoom.us/j/87271417819?pwd=aXV0ZVpZdXhZL0c0ZmxTdUxIMmdqQT09>

Call In: +1 305 224 1968

Meeting ID: 872 7141 7819

Pass Code: 12345

Mute/Unmute: *6

Agenda

For the full agenda packet, please contact Larry@breezehome.com

I. Call to Order / Roll Call

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

III. Administrative Items

- A. Consideration/Acceptance of the Minutes of the Concord Station CDD March 14, 2024 Regular Meeting **Exhibit 1**
- B. Consideration/Acceptance of the Concord Station CDD February 2024 Unaudited Financial Statement **Exhibit 2**

IV. Vendor & Staff Updates

- A. District Engineer – Johnson Engineering – Phil Chang
 - 1. Update/Report on Trees Behind 3103 Chessington Dr. **Exhibit 3**
- B. District Counsel – Straley Robin Vericker – Vivek Babbar
 - 1. Summary Analysis of Breeze Employee Relationship with Supervisors – *To Be Distributed*
- C. Field Operations Manager – BREEZE – Michael Sakellarides, LCAM
 - 1. Field Operations Report conducted on April 4, 2024 **Exhibit 4**
 - 2. DCSI, Inc. – Access Control System Replacement - \$29,589.00 **Exhibit 5**
 - 3. DC Integrations
 - a. Replacement/Installation of 10-point Access Control System without Bluetooth - \$16,200.00 **Exhibit 6**
 - b. Replacement/Installation of 10-point Access Control System with Bluetooth - \$23,800.00 **Exhibit 7**

- c. Gate Database Management - \$165.00/month [Exhibit 8](#)
 - d. CCTV Management - \$85.00/month [Exhibit 9](#)
 - 4. Solitude - Waterway Inspection Report (Wellington 15-33) conducted on March 8, 2024 [Exhibit 10](#)
 - a. Renewal of Lake Services Contract Proposal [Exhibit 11](#)
 - 5. Yellowstone – Landscape Service Schedule Update [Exhibit 12](#)
 - 6. Illuminations Holiday Lighting
 - a. Lighting Installation - \$17,800.00 [Exhibit 13](#)
 - b. Pricing Matrix 2024 [Exhibit 14](#)
 - 7. Florida Insurance Alliance
 - a. Site Visit Report conducted on March 12, 2024 [Exhibit 15](#)
 - b. Facility Rental Best Practices [Exhibit 16](#)
- D. Clubhouse Manager – BREEZE
 - 1. April 2024 Clubhouse Report [Exhibit 17](#)
 - 2. Update on Club Agreement & Guidelines [Exhibit 18](#)
 - 3. Update on Rental Form [Exhibit 19](#)
 - 4. Update on Event Participation Waiver [Exhibit 20](#)
 - 5. Event Checklist [Exhibit 21](#)
- E. District Manager – BREEZE – Larry Krause

V. Business Items

- A. Consideration of Contract for District Audit Support Services Between Rizzetta & Company, Inc. and Concord Station Community Development District [Exhibit 22](#)
- B. Consideration of Amortization Recalculation Agreement Between U.S. Bank Trust Company, National Association and Concord Station Community Development District [Exhibit 23](#)
- C. Setting a Public Hearing to Address the Rental Rates and Fees, for Residents and Non-residents, and the Time Periods – *To Be Distributed*
- D. Discussion: Supervisors to have Access to Maintenance Shed for Keys
- E. Discussion: Amenity Manager to be a Notary for Service to Residents

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

VII. Supervisor Requests

VIII. Adjournment

EXHIBIT 1

AGENDA

1 **MINUTES OF 03/14/24 REGULAR MEETING**
2 **CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**

3
4 The Regular Meeting of the Board of Supervisors of the Concord Station Community Development
5 District was held Thursday, March 14, 2024 at 10:00 a.m. at Concord Station Clubhouse, 18636 Mentmore
6 Blvd., Land O'Lakes, Florida 34638.

7 **FIRST ORDER OF BUSINESS – Call to Order/Roll Call**

8 Mr. Krause called the meeting to order and conducted roll call at 10:05 a.m.

9 Present and constituting a quorum were:

10	Jessica LaBarbera	Board Supervisor, Chairman
11	Randall Griffin	Board Supervisor, Vice Chair
12	Fred Berdeguez	Board Supervisor, Assistant Secretary
13	Donna Matthias-Gorman	Board Supervisor, Assistant Secretary
14	Angel Rivera	Board Supervisor, Assistant Secretary

15 Also present were:

16	Larry Krause	District Manager, BREEZE
17	Patricia Thibault	District Services Director, BREEZE
18	Michael Sakellarides	Field Operations Manager, BREEZE
19	Tena Merckson	Amenities Manager, BREEZE
20	Vivek Babbar	District Counsel, SRV
21	Phil Chang <i>(via phone)</i>	District Engineer, Johnson Engineering
22	John Brown	Deputy, Pasco County Sheriff's Office
23	Christiaan Van Helden	Landscaper, Yellowstone
24	Tim Bowersox	Landscaper, Yellowstone
25	Nick Margo	Aquatics, Solitude
26	Kevin Wilt	Aquatics, Solitude
27	Jason	Aquatics, Solitude
28	Todd Hebel <i>(via phone)</i>	DC Integrations

29 *The following is a summary of the discussions and actions taken at the March 14, 2024 Concord Station CDD*
30 *Board of Supervisors Regular Meeting.*

31 **SECOND ORDER OF BUSINESS – Audience Comments**

32 Mr. Valencic spoke about the garbage truck fire at the cul-de-sac that happened last August, and the
33 damage done, including the fence, trees, road, irrigation, etc. He said that the road does not look good or safe.
34 He added that Pasco County had sent engineers and opined that it is not structurally damaged and that they
35 would not take action. He mentioned an insurance agent who would repair the road and pay for it. He said that
36 someone told him that they could make repairs without involving the County and just needed a right-of-way
37 permit. He said he hoped that the Board would allow him to fix the damaged road. Chairman LaBarbera said
38 that she communicated with the County, which should have sent the Engineer's Report. She also reached out to
39 the same insurance agent to confirm the repair. She said that if this did not push through, the expenses would be
40 shouldered by the community, and that she would follow up on the fence. Supervisor Berdeguez said that some
41 pieces from the fire incident stuck to the asphalt, which caused damage. He mentioned children avoid that part
42 but still pass through because of the access to Sunlake and said that area must be restored. Chairman LaBarbera
43 said that she raised the debris concern with the County and restated that she had already requested the Engineer's
44 Report to clarify their assessment of structural damage and beautification. Mr. Valencic said that a resident who
45 is also an engineer said that it could lead to long-term damage. Supervisor Berdeguez said that the fence was
46 repaired before and that he did not notice the damage, and Mr. Valencic said that it was not completely repaired.

47 Chairman LaBarbera said that she would speak to the insurance agent about it. Mr. Valencic reiterated the right-
48 of-way permit to proceed with the repair.

49 Ms. Peña asked for updates on the playground lock, solar light pricing for athletic courts, and bench
50 installation. She mentioned that some lights on the landscaping by the clock were not working and that an aerator
51 from the W18 pond was being turned off by someone. She added that the residents had some issues with the
52 clubhouse hours and that there were wildflowers on the solar panel lights on Tuckerton.

53 Ms. Cortes advised finding another way for the Girl Scouts to still meet at the clubhouse due to changes
54 in usage hours since most of the members are from Concord Station. She informed the Board that they would
55 like to have a 2-hour first aid CPR class, considering the new clubhouse hours with no fees.

56 Ms. Ketterer spoke about the trees on her property along the pond line. She said that she reached out to
57 the vendors several times, and Yellowstone came and assessed the property and suggested leaving the trees in
58 place. She added that Supervisor Rivera also visited the site, and they made a bigger path. She wanted to confirm
59 if that was acceptable because of the erosion on the pond. Supervisor Rivera asked the Supervisors if they could
60 go to the property and check. He advised trimming the trees to let the vendor machinery pass through and sending
61 a notice stating that no additional trees could be planted unless allowed. He said that Ms. Ketterer would maintain
62 the trees so that the vendors could still have access; otherwise, she should pay for cutting down the trees and
63 repairing any pond bank damage. Chairman LaBarbera asked Mr. Margo if his truck fit in between the trees, and
64 Mr. Margo answered no. Supervisor Berdeguez asked Mr. Margo if he had observed pond erosion, and Mr.
65 Margo said he had not until they told him about it. Supervisor Rivera said that the trees are close to the pond
66 bank and that removing the root systems would cause a bigger hole. Mr. Krause said that those trees are on CDD
67 property and close to the pond bank. He asked who would be responsible for any cleanup and if there was a
68 contract in place between the CDD and the resident. Supervisor Berdeguez asked who planted the trees, and Mr.
69 Ketterer said she did. Mr. Krause said that the item was listed on the agenda and could be addressed later in the
70 meeting.

71 **THIRD ORDER OF BUSINESS – Administrative Items**

72 **A. Exhibit 1: Consideration/Acceptance of the Minutes of the Concord Station CDD February 8,** 73 **2024, Regular Meeting**

74 Supervisor Berdeguez commented on page 3, line 81, noting he said that he would inspect the next wet
75 check. He added that he would not be responsible for all irrigation problems and that he had not received any
76 communication yet for the next check.

77 Chairman LaBarbera mentioned that on page 2, line 69, she stated at the last meeting that all amounts
78 would be transferred to Breeze except for outstanding checks. She told Mr. Krause to review the recording if
79 needed, and Mr. Krause responded that he would check it.

80 On a MOTION by Mr. Berdeguez, SECONDED by Ms. LaBarbera, WITH ALL IN FAVOR, the Board
81 approved the **February 8, 2024, Regular Meeting Minutes with the Noted Corrections**, for the Concord
82 Station Community Development District.

83 **B. Exhibit 2: Consideration/Acceptance of the Concord Station CDD January 2024 Unaudited** 84 **Financial Statement**

85 Supervisor Berdeguez asked about the several items listed from Duke Energy on page 22 and if these
86 were not paid. Ms. Thibault answered that the bills were settled and said that Rizzetta should have paid all the
87 vendors. She added that Breeze had reached out to every vendor and was not notified of any outstanding
88 balances. Supervisor Berdeguez asked about autopay and ACH, and Ms. Thibault explained that they were quite
89 similar. Chairman LaBarbera asked if they could set the bills up on autopay. Supervisor Berdeguez noticed that
90 December payments were on autopay and January payments were not. Chairman LaBarbera said that it might

91 be due to the bank account transfer to the new district management company. Ms. Thibault opined that she could
92 set everything up on autopay. Supervisor Berdeguez said that he wanted them to do the same for Pasco Utilities.

93 On a MOTION by Ms. Matthias-Gorman, SECONDED by Mr. Rivera, WITH ALL IN FAVOR, the Board
94 accepted the **January 2024 Unaudited Financial Statement**, for the Concord Station Community Development
95 District.

96 Ms. Thibault informed the Board that Breeze had received all transferred funds and opened three
97 accounts for debit card, daily operation, and money market. She said that the last account was paying interest at
98 5%, and that she would open another money market account for the reserves. She added that they store all the
99 funds in money market accounts to regularly earn interest and transfer amounts as needed to the operation
100 accounts.

101 C. Ratification of Invoices

102 1. Exhibit 3: Piper Fire Protection - \$165.00

103 2. Exhibit 4: Pasco County Sheriff - \$11,066.83

104 Walk-on Item: A/C Repair in the Amenity Center by First Pinoy Inc. in the amount of \$630.00
105 for replacing compressor contactor and an A50 Belt, including alignment and rotation.

106 On a MOTION by Mr. Berdeguez, SECONDED by Mr. Rivera, WITH ALL IN FAVOR, the Board ratified the
107 **Three (3) Invoices Presented**, for the Concord Station Community Development District.

108 FOURTH ORDER OF BUSINESS – Vendor & Staff Updates

109 A. Deputy Update – Pasco County Sheriff’s Office – Deputy Brown

110 Deputy Brown spoke about school and traffic issues, including a threat of shooting, and said that after
111 an investigation, no threats were found. He added that due to the law enforcement process at that time, other
112 problems were observed, such as fights and accidents, but everything was handled accordingly. He mentioned
113 residents’ concerns about no solicitation in the community and reminded everyone that they could call the hotline
114 if solicitors were seen, since they are not allowed as stated in the County ordinance, despite any license or
115 credentials. Supervisor Berdeguez asked if solicitors should be carrying identification, like a badge, and Deputy
116 Brown said they should have an ID showing they have a state license.

117 Chairman LaBarbera asked Deputy Brown if he was present in the morning during school traffic. He
118 said that not usually due to administrative tasks, but he would try to be moving forward, and discussed his work
119 schedule briefly.

120 Chairman LaBarbera spoke about the street parking mentioned at the last meeting. She asked if they
121 could enforce speeding in the school zone and cited a situation. Deputy Brown said that he would check what
122 actions they could take to address the issue. He mentioned the signs on Mentmore Blvd. and advised contacting
123 the County Road and Bridge Department for signage. A resident asked which they should obey, the blinking
124 lights or the hours listed, as they differed, and Deputy Brown suggested going with the blinking lights. The
125 resident asked if the Board would do something about it to match the lights and hours, and Deputy Brown said
126 it would be under the County. Mr. Krause encouraged residents to reach out to their Commissioner for County
127 road concerns.

128 Another resident mentioned school dismissal complaints and stated that people were parking on Sunlake
129 to lessen the waiting time and were blocking roads and visibility as well. Deputy Brown said they were trying
130 to monitor the area. Supervisor Rivera asked how to stop the children from crossing at the wrong place, and
131 Deputy Brown advised making them use the pedestrian crosswalk.

132 B. District Engineer – Johnson Engineering – Phil Chang

133 Mr. Krause explained the Exhibits presented. Mr. Chang said that the ponds were discussed previously
134 and had been included in his review and quotation, particularly the pond to the east of Dunstable Dr., down at
135 the south end. He opined that he had observed some erosion. He said that the proposals from different contractors
136 were similar. The Board asked how the prices were different, and Mr. Krause inquired if the prices would still
137 be honored since these were presented several months prior. Mr. Chang said he would confirm, but probably
138 yes, because based on his experience with the contractors and other CDDs, they had retained their prices.
139 Supervisor Matthias-Gorman advised having a 10% contingency, and Mr. Krause added that the Board could
140 approve one of the proposals with the condition of not increasing the price by more than 10%, thus eliminating
141 the need to wait for the next meeting. The Board noted Crosscreek Environmental's detailed proposal. Ms.
142 Thibault said that the Board had a budget allocated in the reserve and asked for a motion to add the cost was to
143 be paid from the reserve funds.

- 144 1. Exhibit 5: Pond Repair Proposals
145 a. Exhibit 6: Crosscreek Environmental - \$3,850.00

146 On a MOTION by Mr. Griffin, SECONDED by Ms. LaBarbera, WITH ALL IN FAVOR, the Board approved
147 the **Crosscreek Environmental's Pond Repair with up to 10% Contingency and the Budget coming from**
148 **the Reserve**, for the Concord Station Community Development District.

- 149 b. Exhibit 7: Site Masters of Florida - \$6,000.00
150 c. Exhibit 8: Finn Outdoor - \$6,450.00
151 2. Exhibit 9: SWFWMD Inspections

152 Mr. Chang said he would do inspections and corrections before submitting to SWFWMD. Ms. Thibault
153 reminded the Board that they still need the Chairman's signature for Crosscreek to proceed. Vice Chair Griffin
154 added that Mr. Chang would then do the update to SWFWMD and that the Board would receive a notification
155 that it had been submitted, and Ms. Thibault agreed. Vice Chair Griffin asked if there would be approval from
156 SWFWMD. Ms. Thibault said that SWFWMD would normally respond and send a notice to the District
157 Engineer as the primary contact, and that Mr. Chang would forward that to the District Management and then
158 be distributed to the Board. Mr. Chang concurred.

159 Mr. Krause asked Mr. Chang if the Board needed an action for this item, and Mr. Chang responded no.
160 Vice Chair Griffin also asked Mr. Chang if he would inspect the work done to confirm that it was satisfactory,
161 and Mr. Chang said yes, since it should be included in the form.

162 **C. District Counsel – Straley Robin Vericker – Vivek Babbar**

163 Mr. Babbar gave updates on the legislative session, the mission statements, and the annual review of the
164 performance measures and standards. He explained what the requirements for the CDD regarding the Committee
165 Substitute for House Bill 7013 could be. Ms. Thibault informed them that the performance goals and objectives
166 under the Governmental Accounting Standards Board have been around for about six or seven years and said
167 that they could check County budgets and documents for reference.

168 Vice Chair Griffin asked if the CDD had given up on the previous landscape company about the
169 irrigation. Mr. Babbar answered no and said that there would be a meeting with Supervisor Berdeguez and
170 Yellowstone after the wet check.

171 Supervisor Berdeguez asked about Yellowstone's report, regarding the Retreat to be mowed down and
172 recalled that Mr. Chang said that the area should only be mowed during the dry season, from October to March,
173 because the equipment could not be used during the wet season. Mr. Margo addressed the Board and discussed
174 their treatment work, considering it is a mitigation area. Supervisor Berdeguez said that it is a wetland and could
175 not have any equipment. He wanted to confirm if it was okay to mow down in the winter, and Mr. Chang agreed.

176 Supervisor Rivera asked if there are easements between every house or only in certain areas of the
177 community. Mr. Chang said drainage easements were at specific locations. Supervisor Rivera said that a fence
178 issue in Longwood would be discussed later in the meeting and that he wanted to confirm the easements at that
179 site for lawn mower access. Mr. Krause explained about the landscaping map presented as showing the
180 easements. Mr. Chang discussed some situations on easements for other communities and advised sending him
181 the specific location for him to verify, and Supervisor Rivera said that he would email Mr. Chang the details.

182 **D. Field Operations Manager – BREEZE – Michael Sakellarides, LCAM**

183 Mr. Sakellarides commented about the amenity area, particularly the egress for the splash pad, which
184 might not be meeting requirements. He said that there was no actual egress, and it would be a big liability if
185 children were in there. He advised having it fixed with their proposal. He mentioned the playground incident
186 and said that they had addressed it by cutting the exposed wires with the help of Ms. Merckson and her team.
187 He added that the readers housed at the posts were still good, and that DC Integrations would discuss later their
188 proposal to determine the status of the power source to get the access control back.

189 Mr. Sakellarides said that together with Solitude, they visited Mentmore Blvd., where the boundary of
190 Concord Station and Ballantrae was. He informed the Board that there was a County water mitigation area in
191 which the fences needed to be cleaned and repaired. He said that they did not have the code for the lock on the
192 fences and that they could have someone fix the fences. Chairman LaBarbera said that the panels could be easily
193 fixed if they were still in good condition. The Board asked who was responsible for the fence. Mr. Sakellarides
194 thought that it should be Tampa Bay Water, and he gave updates on fences that overlapped the homeowners'
195 backyards.

196 Mr. Sakellarides spoke about solar streetlights and stated that he was still waiting on a proposal from
197 Streetleaf that should be included in next month's agenda.

198 Mr. Sakellarides said that he talked to a vendor for janitorial services and discussed that their price was
199 higher than the budgeted amount for that item, but they could lower the rate to close out the year, and then the
200 Board could consider their asking price for the new fiscal year.

201 Mr. Sakellarides informed the Board that he contacted Sun Coast for rust control and added that they do
202 free spraying once a year. Vice Chair Griffin said that he had already met with Matt from Suncoast, and
203 mentioned a problem that was addressed in some areas.

204 Mr. Sakellarides then spoke about the monuments and entries to clean up and repair, which might include
205 painting. He said that he collaborated with the maintenance team and Ms. Merckson.

206 Chairman LaBarbera mentioned the request at Hampstead Heath Court to repaint the mailboxes. She
207 said that the maintenance crew repainted them, but they did not look good. She asked if they could hire someone
208 to do it properly. Supervisor Berdeguez said that the HOA would shoulder half of the expenses and agreed that
209 having someone skilled to repaint the mailboxes would be better.

210 Vice Chair Griffin asked for updates on the existing Amazon accounts. Chairman LaBarbera said that
211 she helped Ms. Merckson and that they were all set. Vice Chair Griffin asked about the credit card. Ms. Thibault
212 said that they issued a new debit card and that the previous management accounts were closed.

213 Supervisor Berdeguez asked about the scope of Field Services and if they would inspect the sites as well.
214 Mr. Sakellarides said that they would, and that Field Reports would be presented moving forward.

215 1. Exhibit 10: Aquatics Report – Solitude – Nick Margo

216 Mr. Margo discussed the report. He said that they did ponds 1-15 at Wellington for the month and that
217 only W3 had a concern about algae, but they were monitoring it. Supervisor Rivera asked about spike rush, and
218 Mr. Margo said it was for erosion control, sedimentation, and nutrient removal and explained the process. Mr.
219 Margo stated that he would have a report per month to be distributed.

220 Mr. Margo said that they would be out tomorrow to look at the fountain lights together with their team.
221 Supervisor Berdeguez informed them that they might only have a one-year warranty left on the lights and panel
222 and mentioned a company that replaced the lights and gave them a remote. Ms. Merckson said that they could
223 not find the remote.

224 Mr. Margo spoke about the aerator that he turned back on and said that someone might be turning it off
225 again. Supervisor Rivera asked if a photoelectric cell could work with the lights. Mr. Margo opined that they
226 could use a timer. A resident asked if the aerator should be turned off when fishing. Solitude advised using a
227 cover or box for the switch, and it could be discussed some other time.

228 Mr. Krause moved the discussion to the proposals as shown in the Exhibits.

229 a. Exhibit 11: Wetlands Service Contract – Solitude - \$6,156/yr.

230 b. Exhibit 12: Lake Service Renewal – Solitude - \$69,900/yr.

231 c. Exhibit 13: Lab Service Renewal – Solitude - \$3,479/yr.

232 Walk-on item: Wetland buffer - \$31,140/yr.

233 Supervisor Berdeguez asked if these items were included in the budget. Supervisor LaBarbera inquired
234 about the price increase. Mr. Wilt said that the costs stayed flat, with a minimal reduction, and discussed the
235 details. Chairman LaBarbera commented that the proposal did not include debris removal. Mr. Wilt said that
236 they would do the revision for the debris and that the contract would expire on March 31. Mr. Babbar said that
237 another addendum amendment or a brand new agreement would be required moving forward. Chairman
238 LaBarbera clarified about the cancellation part and paying the balance, and Mr. Babbar mentioned the 30-day
239 termination.

240 Supervisor Berdeguez said that the fund for Aquatic Maintenance was \$80,212, and Mr. Wilt said that
241 they were under different items, such as Wetland Monitoring & Maintenance. Vice Chair Griffin asked if they
242 could consolidate the contracts, and Ms. Thibault responded yes. Solitude discussed the details of the budget
243 with Ms. Thibault in comparison with the proposals presented and said that they would consolidate. Ms. Thibault
244 said that she would review the ledger details and clarified that the budget remainder would be for remedial
245 efforts. The Board decided to table the proposals until the April meeting. Vice Chair Griffin clarified that it
246 would be automatically renewed since the expiration was in March. Mr. Wilt said that there would be no service
247 interruption during that time.

248 2. Exhibit 14: Landscape Report – Yellowstone – Christiaan Van Helden

249 Mr. Van Helden addressed the Board and spoke about the solar panel, taking into account the weather
250 and the scheduled activities. Chairman LaBarbera recalled the map schedule, and Mr. Van Helden would send
251 an email to Breeze with the information. Vice Chair Griffin asked Mr. Van Helden to discuss his background,
252 and Mr. Van Helden did and explained the turnover, as he was already familiar with the area because he was
253 assigned to Ballantrae with Breeze. Chairman LaBarbera asked about the same meeting schedule with
254 Ballantrae, and Mr. Van Helden said that he will be out every fourth meeting. Ms. Thibault advised adjusting
255 the sequence of agenda items so that Mr. Van Helden could attend both meetings, and the Board agreed.

256 Supervisor Rivera said that he wanted to go with them during the site visit to check what the residents
257 were complaining about when mowing in some areas. Chairman LaBarbera said that she had asked Yellowstone
258 repeatedly to mow at Snowdonia Drive and mentioned that some pictures were not updated. Yellowstone said it
259 was CDD property, but a wetland not to be maintained, and added that was how they bid for the property and
260 was therefore not part of the contract. Supervisor Rivera said that they had mower issues at Merseyside Loop
261 and discussed access to the areas. Yellowstone opined that they would check the location, and the Board agreed
262 that Supervisor Rivera could accompany them.

263 Walk-on Item: Cutbacks behind Chessington and Snowdonia – Yellowstone - \$16,995.00

264 Yellowstone continued the discussion of the report. They said that 3407 Chessington had invasive
 265 species between D7 and D8, which were not maintained by them. They advised letting the areas remain with the
 266 homeowners behind the houses and clarified that the property was not under CDD maintenance.

267 *The Board decided to decline this proposal.*

268 Walk-on Item: Additional Irrigation Valve by the Retreat – Yellowstone - \$880.80

269 Yellowstone talked about the proposal and the location at Manassas and Skylake, where jack and boring
 270 work were being done and the main line was hit. Vice Chair Griffin asked about the cost of wire connectors, and
 271 Yellowstone explained the details of the system. Vice Chair Griffin inquired on the progress, and Yellowstone
 272 said that they could finish the repairs from the approved proposals last February, about 85-90%. Vice Chair
 273 Griffin said that any issues that could delay should be addressed immediately.

274 On a MOTION by Mr. Berdeguez, SECONDED by Mr. Griffin, WITH ALL IN FAVOR, the Board approved
 275 the **Additional Irrigation Valve by Yellowstone in the amount of \$880.80**, for the Concord Station
 276 Community Development District.

277 The Board asked for a map showing the finished areas and a timeline to complete the task. Yellowstone
 278 said that it would take about two months and discussed the method and challenges. They added that they could
 279 provide a map, but the developer or the County should have a detailed one. Mr. Chang said that he could get the
 280 irrigation plans from the County.

281 Walk-on Item: 2”-Mainline on corner of Mentmore and Manassas – Yellowstone - \$802.47

282 On a MOTION by Mr. Rivera, SECONDED by Ms. Matthias-Gorman, WITH ALL IN FAVOR, the Board
 283 approved the **2”-Mainline on Corner of Mentmore and Manassas by Yellowstone in the amount of \$802.47**,
 284 for the Concord Station Community Development District.

285 Supervisor Rivera asked who did the damage and said that they could check the permit.

286 3. Exhibit 15: Trees Planted on CDD Property Behind 3103 Chessington Dr.

287 Mr. Krause explained the concern regarding the item, and Yellowstone advised leaving the trees in place.
 288 Chairman LaBarbera asked what would happen if the trees grew and reduced the space. Supervisor Rivera
 289 suggested the Board allow Ms. Ketterer to keep the trees, but they should be maintained by her since they were
 290 on the pond bank. Yellowstone said that the larger trees were on the homeowner’s property and the smaller ones
 291 on CDD property. Mr. Chang said that he would visit the area and determine if there was erosion on the pond
 292 bank. Mr. Babbar advised tabling the item until more information was gathered. Supervisor Rivera asked the
 293 liability if an encroachment agreement was made, and Mr. Babbar said that the objective of the agreement was
 294 to mitigate the liability to the District. Mr. Margo said that he would check the location to assess. The Board
 295 decided to take out the small trees and wait for Mr. Chang’s feedback. Ms. Ketterer said that she would remove
 296 the small tree and send pictures to Mr. Krause to forward to the Board.

297 Chairman LaBarbera recalled the removal of trees at Tuckerton. Supervisor Rivera asked if they could
 298 cut down trees on a homeowner’s property if it was leaning toward CDD property, and Yellowstone said no.

299 4. Exhibit 16: Buffer Area Behind 3407 Chessington Dr.

300 *This item was previously discussed and declined.*

301 a. Quarterly Clearings – To Be Distributed

302 *This item was previously discussed and declined.*

303 b. Semi-Annual Clearings – To Be Distributed

304 *This item was previously discussed and declined.*

305 Mr. Sakellarides went back to discuss the irrigation plan and said that he had reviewed some documents,
306 which had the details except for the Sunlake extension. He mentioned that, upon checking, the Board had paid
307 for a copy years ago.

308 Supervisor Berdeguez asked about ant treatments. Yellowstone explained the legends on the pictures
309 after the application of treatment and offered that they could provide proposals for TopChoice. Supervisor Rivera
310 thought that Yellowstone's method was not effective and discussed the fact that ants have back doors to their
311 mounds. He said that ants would just move unless treating the whole area; however, Yellowstone said that they
312 could not treat within 25' of the ponds and asked the Board if they might want to be specific with the areas, as
313 TopChoice is costly. Ms. Thibault advised identifying the not-to-exceed amount for the approval and mentioned
314 that the Chairman has \$5,000 for items addressing the health, safety, and welfare of the District. The Board
315 would provide a map to determine the areas where TopChoice should be applied.

316 **E. Clubhouse Manager – BREEZE – Tena Merckson**

317 Ms. Merckson addressed the Board and said that there were concerns about the new Amenity Center
318 hours and existing rental reservations, as well as the vendors affected. Ms. Merckson asked the Board if they
319 wanted to consider extra staff hours for facility usage after-hours. Ms. LaBarbera said that the Girl Scouts usually
320 come at 6:00 p.m. until about 8:00 p.m. Ms. Merckson stated that they have an alarm system turned on after the
321 event and suggested having staff onsite when amenities are being used. She added that they could extend their
322 work hours, but their concern would be exceeding the District's budget. She clarified that the main issue was
323 weekends due to the number of rentals.

324 Ms. Thibault advised charging the regular party rentals for the extended hours, as staff would stay
325 overtime, and making this go through a Public Hearing. Vice Chair Griffin clarified if that would also apply to
326 the existing requests. Ms. Thibault said that it would depend on the decision of the Board and that Breeze could
327 have a computation for an hourly rate as an extension. Chairman LaBarbera said that they wanted to increase
328 the rental rates for the District to generate more revenue. Mr. Babbar advised giving the amounts to be posted
329 before the Public Hearing. Ms. Thibault said that this item would be added to April's agenda, and residents
330 would be aware of the rate changes for hours past 9:00 p.m. on Fridays and Saturdays through the Public Hearing.
331 Ms. Thibault recommended the Board make a motion to honor all present agreements, and Chairman LaBarbera
332 said that they could include the condition that it would be applicable only to Concord Station residents.

333 On a MOTION by Ms. LaBarbera, SECONDED by Mr. Berdeguez, WITH ALL IN FAVOR, the Board
334 approved the **Public Hearing to Address the Rental Rates and Fees, for Residents and Non-residents, and**
335 **the Time Periods**, for the Concord Station Community Development District.

336 Ms. Thibault restated that the Board would make a motion to let staff honor all current agreements until
337 October if verified as a resident of Concord Station.

338 On a MOTION by Ms. LaBarbera, SECONDED by Mr. Rivera, WITH ALL IN FAVOR, the Board approved
339 the **Amenities Team to Honor All Current Agreements until October, if Verified as a Resident**, for the
340 Concord Station Community Development District.

341 Ms. Thibault said that Breeze would provide an hourly cost for an employee to stay onsite and that its
342 invoice would be set apart. She asked Mr. Babbar to make an addendum to their contract for the service until
343 October. She then asked the Board how they wanted the resident groups under 501(c)(3) to use the facilities.
344 The Board decided to allow them. Mr. Babbar advised identifying them as 501(c)(3) groups, as Ms. Thibault
345 concurred.

346 On a MOTION by Ms. LaBarbera, SECONDED by Ms. Matthias-Gorman, WITH ALL IN FAVOR, the Board
347 approved the **Use of Facilities by Resident Groups Under 501(c)(3) to Accommodate Their Hours until**
348 **9:00 p.m.**, for the Concord Station Community Development District.

349 1. Review Monthly Clubhouse Report

350 Ms. Merckson spoke about residents making reservations for non-residents and not attending. Vice Chair
351 Griffin said that the items could be addressed in the Public Hearing, but staff advised they needed the Board's
352 decision now. Ms. Thibault advised getting a lock for the rental room. Mr. Babbar thought that Rizzetta had
353 drafted the policies in 2022 and said that he would need to include the recommendations in the document. Ms.
354 Thibault added that the Board could still revise the policies during the Public Hearing. Ms. Merckson said that
355 she made another document, considering the Amenity Rules, and distinguished three rental zones with additional
356 costs. Ms. Thibault asked for the maximum capacity of the pool area and advised Ms. Merckson to send a
357 proposal to the District Counsel, together with the maximum capacity, to be discussed at the Public Hearing.
358 Supervisor Rivera said that there was another pavilion on the other side that could be rented if the pool was not
359 to be used and that he would check the access. Ms. Thibault asked Ms. Merckson to suggest the best direction
360 for that.

361 Walk-on Proposal: Easter Event

362 Ms. Merckson informed the Board about the Easter event and the suppliers signing up. She discussed
363 the March events as shown on page 129 of the agenda packet and asked for the Board's approval for April. Ms.
364 Thibault suggested having proposals for temporary lighting before proceeding since the proposed movie area
365 did not have enough lights. Ms. Merckson asked the Board if she could hire a DJ on Memorial Day, and
366 Chairman LaBarbera said that she agreed to getting a DJ at the pool. Ms. Thibault mentioned that they were also
367 getting a DJ for Ballantrae and thought that they could work with Ms. Merckson and might lessen the expense.
368 Supervisor Rivera mentioned that some DJs were residing in Concord Station and that he would forward the
369 contact details to Ms. Merckson. Supervisor LaBarbera advised securing the St. Patrick's party, Easter event,
370 and other gatherings in the next 60 days.

371 Ms. Merckson said that she had potential vendors for sports, and the vendors would like to do an after-
372 school camp and a summer camp. Ms. Thibault suggested having a formal presentation, and the Board agreed.

373 Ms. Merckson spoke about the parking pass issue at the Clubhouse, and Mr. Babbar said that they need
374 to communicate with the Clubhouse Manager. Supervisor Rivera advised letting them park where the cameras
375 were installed, and the Board concurred. Chairman LaBarbera said that campers were not allowed.

376 The Board approved Easter, St. Patrick's Day, Memorial Day, April, and May events as presented.

377 Ms. Merckson discussed the wish list on page 132. The Board agreed to purchase a new concierge chair
378 and a television for watch parties; however, the wall art event room was tabled to a non-determined time.

379 The Board went back to discuss the overnight parking. Ms. Thibault advised amending the rules, and
380 Mr. Babbar said that it would be incorporated into the recommendations for the Public Hearing. Supervisor
381 Rivera suggested changing the term "overnight" to "after hours". Mr. Babbar clarified with the Board that the
382 parking would be by permit only and they would not be responsible for any damages.

383 a. Exhibit 17: January 2024 Report

384 i. Exhibit 18: Discussion – Rust Control Issues

385 *This item was previously discussed.*

386 Walk-on Item: Pour approximately 3x3 5-inch deep slab with no. 5 rebar, fiber mesh; Install linear drain
387 around perimeter; Remove paver as required and re-set pavers to drain and seal edge – Todd Homes,
388 Inc. - \$1,280.00

389 Chairman LaBarbera spoke about the shower repair and asked if it was already paid. Ms. Merckson said
390 that they had paid for the initial process and that the pending payment would be for the concrete to be laid. A
391 resident commented that there was no need for the concrete to be fully laid. Ms. Merckson said that the vendor
392 had a different assessment.

393 On a MOTION by Mr. Griffin, SECONDED by Ms. LaBarbera, WITH ALL IN FAVOR, the Board approved
 394 the **Pour of approximately 3x3 5-inch Deep Slab with no. 5 rebar, fiber mesh; Installation of Linear Drain**
 395 **around perimeter; Removal and Re-set of Pavers by Todd Homes, Inc. in the amount of \$1,280.00**, for the
 396 Concord Station Community Development District.

397 Chairman LaBarbera asked what their next action would be, and Ms. Merckson said that she would get
 398 back to the Board for updates as the vendor had to confirm the difficulty of work.

399 Walk-on Item: Reclothe, relevel, and wax seams of slate, if necessary for the billiards table – Billiard
 400 Man LLC - \$600

401 It was suggested to use camel color to hide chalk marks better.

402 On a MOTION by Mr. Griffin, SECONDED by Ms. LaBarbera, WITH ALL IN FAVOR, the Board approved
 403 the **Reclothing, Releveling, and Waxing of Slate Seams, if necessary, by Billiard Man LLC in the amount**
 404 **of \$600**, for the Concord Station Community Development District.

405 Vice Chair Griffin went back to discuss the Rust Control Agreement as shown in Exhibit 18 and asked
 406 if it was for renewal. The Board confirmed that it was being renewed automatically.

407 b. Discussion: New Amenity Hours and Existing/New Events

408 *This item was previously discussed.*

409 i. HOA – Meetings at 6 p.m. but last more than 1 hour

410 ii. Girl Scouts – Regular Meetings are Mondays

411 iii. Private Events Scheduled By Rizzetta – Approved

412 iv. New Private and Community Events

413 2. Proposals

414 a. Cleaning

415 i. Exhibit 19: Catherine ProCleaners – Amenity Center

416 - Option A1: 3 Days/Week Without Gym - \$14,040/yr.

417 - Option A2: 3 Days/Week With Gym - \$15,600/yr.

418 - Option B1: 2 Days/Week Without Gym - \$10,400/yr.

419 - Option B2: 2 Days/Week With Gym - \$11,440/yr.

420 - Option C1: Summer 3D/W, Winter 2D/W Without Gym - \$12,730/yr.

421 - Option C2: Summer 3D/W, Winter 2D/W With Gym - \$14,070/yr.

422 ii. Exhibit 20: Emaids of Hernando & Pasco County – All Facilities

423 - 2 Days/Week With Gym - \$787.80/Month or \$9,453.60/yr.

424 Mr. Krause addressed the Board and explained the next agenda items presented. Vice Chair Griffin
 425 recalled the evaluation of the current cleaning company, and the Board had a discussion on the funds allocated
 426 and the hours to be spent. Chairman LaBarbera asked Ms. Thibaut if the agreement with Breeze would be
 427 affected and if they would agree to make some changes regarding maintenance and janitorial. Ms. Thibault said
 428 that they would check the cost overages and bring them back to the Board. Mr. Babbar asked the Board if he
 429 needed to send a 30-day notice to the vendor. Mr. Sakellarides advised finding a qualified replacement vendor
 430 first before sending the notice, and the Board agreed. Ms. Thibault said that the Board would have to make a

431 motion to give a 30-day termination notice to the current cleaning company when staff is ready to replace them
432 with another option.

433 On a MOTION by Ms. LaBarbera, SECONDED by Ms. Matthias-Gorman, WITH ALL IN FAVOR, the Board
434 approved the **Transmittal of 30-day Termination Notice to the Current Cleaning Company when Staff had**
435 **Screened a Replacement Option**, for the Concord Station Community Development District.

436 b. Amenity Center Doors – New Hours Signage

437 i. Exhibit 21: Fast Signs – Changing Hours on Doors - \$244.25

438 A resident in the audience, Ms. Cortes, said that she would do it for free and that she had the materials
439 needed. The Board decided to have Ms. Cortes make the signage.

440 c. Exhibit 22: Splash Pad Lock – DC Integrations - \$1,470.00

441 Mr. Hebel introduced himself and discussed the proposal. Chairman LaBarbera commented that they
442 might not need the keypad lock and asked for another type of lock and its cost. Mr. Hebel said that a standard
443 outdoor lock costs about \$350 and comes with labor at \$75 per hour, for an estimated total of \$800, including
444 the diagnostic. Supervisor Rivera confirmed they had a 12-volt system. Chairman LaBarbera asked for the
445 amount for the diagnostic, and Mr. Hebbel said that it would take about six hours and cost \$450. Chairman
446 LaBarbera suggested Mr. Hebbel do the diagnostics and make an itemized quotation for areas to be addressed,
447 and the Board concurred. Mr. Hebbel reminded everyone that they could not have a lock too high up the fence
448 due to some people’s ability to access it. He added that he would send the new proposal to Mr. Sakellarides and
449 that after the thorough diagnostics, he would get back to the Board to discuss the details.

450 Mr. Krause acknowledged that the Board would like to have three proposals for each item.

451 d. Exhibit 23: Splash Pad – Pool Decks of Tampa – Painting - \$13,450.00

452 e. Exhibit 24: Splash Pad – Pool Decks of Tampa – Color Seal/Paint - \$8,950.00

453 The Board recalled that the items had already been discussed. Mr. Babbar mentioned the warranties and
454 asked if the current proposals had been revised. Ms. Merckson explained the two proposals for painting.
455 Supervisor Rivera noted that warranties were not stated and thought that they had already talked to another
456 vendor. Mr. Babbar said that it was the Aquatic Restoration in the amount of \$8,400 and that he would review
457 the January meeting. Chairman LaBarbera said that Mr. Babbar would make a draft of the contract. Mr. Babbar
458 agreed and said that he would send it over to Mr. Krause. A resident commented that the Board had discussed
459 before that the splash pad would not be painted since it was only used for a year and had faded, and he mentioned
460 powder coating as an alternative, but that it would need to be heated. The Board decided to proceed with the
461 painting as approved.

462 f. Exhibit 25: Pool Repairs – Suncoast Pools – Pool Pump Seal Plate - \$1,152.00

463 *This item was previously approved.*

464 On a MOTION by Mr. Griffin, SECONDED by Ms. Matthias-Gorman, WITH ALL IN FAVOR, the Board
465 approved the **Ratification of Pool Repairs by Suncoast Pools in the amount of \$1,152.00**, for the Concord
466 Station Community Development District.

467 g. Pet Waste Station, 1 Station – Poop 911 – *To Be Distributed*

468 Mr. Berdeguez recalled that the HOA would pay for an additional pet waste station by the Tot Lot park
469 under the CDD. Ms. Thibault said that she would want the Board to make a motion for the cost share agreement
470 between the CDD and HOA for \$400.

471 On a MOTION by Mr. Rivera, SECONDED by Ms. Matthias-Gorman, WITH ALL IN FAVOR, the Board
472 approved the **Cost Share Agreement between the CDD and HOA in the amount of \$400.00 for the**
473 **Installation of Pet Waste Station at Tot Lot Park**, for the Concord Station Community Development District.

474 Mr. Krause said that another motion would be made for the CDD installation of a pet waste station,
475 including the service cost of \$5 per month, over by the conservation area.

476 On a MOTION by Mr. Rivera, SECONDED by Mr. Griffin, WITH ALL IN FAVOR, the Board approved the
477 **Installation of One Additional Pet Waste Station for the CDD with the Service Fee in the amount of \$5.00**
478 **per month**, for the Concord Station Community Development District.

479 h. Exhibit 26: Shower Tower – Pampering Plumber - \$7,128.35

480 *This item was previously discussed.*

481 **F. District Manager – BREEZE – Larry Krause**

482 1. Discussion of Budget Workshop in April 2024

483 Chairman LaBarbera advised that the meeting should be held at night so that the residents could attend.
484 The Board decided to set the Budget Workshop for April 30 at 6:00 p.m.

485 a. Discussion Item: Bollards at Second Wellington Entrance

486 *The Board decided to table this item.*

487 b. Discussion Item: Holiday Lighting

488 Vice Chair Griffin said that they had a vendor who would visit in April for the lighting proposal.

489 **FIFTH ORDER OF BUSINESS – Business Items**

490 A. Exhibit 27: Consideration/Acceptance of Resolution 2024-06, Setting a Spending Limit for the
491 Chairman, District Manager, and Amenities Manager

492 On a MOTION by Mr. Rivera, SECONDED by Ms. Matthias-Gorman, WITH ALL IN FAVOR, the Board
493 adopted **Resolution 2024-06, Setting a Spending Limit for the Chairman at \$5,000.00, Chairman/District**
494 **Manager at \$10,000.00, and Amenities Manager at \$1,000**, for the Concord Station Community Development
495 District.

496 B. Discussion: Trash Cans in Open Fields (e.g. Tuckerton)

497 The Board decided to get quotations for five trash cans to match what is currently in place in the
498 community and discussed where those cans would be located.

499 C. Discussion: Overnight Parking and Signage – *This item was previously discussed.*

500 D. Discussion: Clubhouse Marquee – *The Board decided to table this item.*

501 E. Discussion: Erosion – *This item was previously discussed.*

502 **SIXTH ORDER OF BUSINESS – Audience Comments – New Business**

503 Mr. Cramer spoke about the increase in rental fees and said that it should be done gradually. He
504 commented on trash cans and said that people had used their own for years, and it was not appropriate for waste
505 management to provide the bins and let residents pay for them. He acknowledged the CDD for using debit/credit
506 cards to monitor and control expenses. He also talked about speeders and safe driving and cited a situation about
507 children riding bicycles without lights and not wearing helmets. He said that near Ballantrae did not have enough
508 lighting. He advised dredging the pond where erosion occurred, and Ms. Thibault said that it would cost \$20,000.

509 He commented that previous maintenance staff could not finish his tasks in 20 hours a week and suggested hiring
510 another or making it 40 hours a week.

511 Ms. Peña asked if the red bench at the tennis court had been installed. She inquired about the Public
512 Hearing and if it would be held separately from the April meeting, and Mr. Babbar said that it would be part of
513 the agenda. She commented that it had been months since the trash can issue was raised and hoped that it could
514 be addressed next month. She noted that the marquee keeps getting tabled and mentioned the playground lock
515 complaints due to safety.

516 On a MOTION by Mr. Rivera, SECONDED by Ms. Matthias-Gorman, WITH ALL IN FAVOR, the Board
517 approved the **Authority for Ms. LaBarbera to Approve the Trash Can Proposals, if Available**, for the
518 Concord Station Community Development District.

519 Mr. Gendreau offered to clean the splash pad and asked if it was allowed. Ms. Thibault said that a
520 resident should have an insurance policy and be supervised by the District to work.

521 Mr. Bowersox from Yellowstone said that he walked over to Snowdonia Dr. and noticed that some
522 homeowners had put up fences.

523 Ms. Merckson clarified that she did not advise taking away from the maintenance hours and said that
524 they would hire a replacement for the current cleaning company.

525 **SEVENTH ORDER OF BUSINESS – Supervisors Requests**

526 Supervisor Rivera said that he would reach out to Mr. Krause for some items to be addressed. He
527 mentioned that there are no lights at Trilby. Mr. Gendreau asked if they had an audit on streetlights. Ms. Thibault
528 said that she needed the specific locations of streetlights and that she would review the streetlight bills.

529 **EIGHTH ORDER OF BUSINESS – Adjournment**

530 Mr. Krause asked for final questions, comments, or corrections before requesting a motion to adjourn
531 the meeting. There being none, Mr. Rivera made a motion to adjourn the meeting.

532 On a MOTION by Mr. Rivera, SECONDED by Ms. LaBarbera, WITH ALL IN FAVOR, the Board **adjourned**
533 **the meeting at 3:01 p.m.** for the Concord Station Community Development District.

534 **Each person who decides to appeal any decision made by the Board with respect to any matter considered at*
535 *the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made,*
536 *including the testimony and evidence upon which such appeal is to be based.*

537 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
538 **meeting held on _____.**

539

Signature

Signature

540 _____
Printed Name

Printed Name

541 **Title:** **Secretary** **Assistant Secretary**

Title: **Chairman** **Vice Chairman**

EXHIBIT 2

AGENDA

Concord Station Community Development District

Summary Financial Statements (Unaudited)

February 29, 2024

**Concord Station
Balance Sheet
February 29, 2024**

	<u>General Fund</u>	<u>Reserve Fund</u>	<u>Debt Srv Fund</u>	<u>Total</u>
<u>Assets:</u>				
Cash - Operating Account	\$ 95,000	\$ -	\$ -	\$ 95,000
Cash - Operating Account Truist	\$ 121,382	\$ -	\$ -	\$ 121,382
Cash - Money Market Account	2,303,097	-	-	\$ 2,303,097
Debit Card	5,000	-	-	\$ 5,000
Investments:				
Revenue Trust Fund	-	-	1,911,726	\$ 1,911,726
Interest Fund	-	-	-	\$ -
Debt Service Reserve Fund	-	-	918,566	\$ 918,566
Prepayment Fund	-	-	1,382	\$ 1,382
Accounts Receivable	43,026	-	45,241	\$ 88,267
Due from Other Funds	-	678,747	-	\$ 678,747
Deposits	17,757	-	-	\$ 17,757
Prepaid Items	-	-	-	\$ -
Total Assets	<u>\$ 2,585,262</u>	<u>\$ 678,747</u>	<u>\$ 2,876,915</u>	<u>\$ 6,140,924</u>
 <u>Liabilities:</u>				
Accounts Payable	37,383	-	-	\$ 37,383
Accrued Payable	38,642	-	-	\$ 38,642
Due to Other Funds	678,747	-	-	\$ 678,747
Deposits Payable	5,500	-	-	\$ 5,500
 <u>Fund Balance:</u>				
Non-Spendable:	17,757	-		\$ 17,757
Assigned - Reserved	-	623,960	1,401,726	\$ 2,025,686
Unassigned	689,468	-		\$ 689,468
Net Change in Fund Balance	1,117,765	54,787	1,475,189	\$ 2,647,741
Total Liabilities & Fund Balance	<u>\$ 2,585,262</u>	<u>\$ 678,747</u>	<u>\$ 2,876,915</u>	<u>\$ 6,140,924</u>

Concord Station
General Fund
Statement of Revenue, Expenditures and Change in Fund Balance
For the Period of October 1, 2023 through February 29, 2024

	<u>Adopted Budget</u>	<u>Budget Current Month</u>	<u>Actual Year to Date</u>	<u>Variance Over/(Under) Budget</u>
Revenues:				
Special Assessments	\$ 1,694,847	\$ 1,694,847	\$ 1,700,903	\$ 6,056
Interest Income	-	-	10,875	10,875
Clubhouse Rentals	-	-	4,355	4,355
Fees for Fence Project	-	-	400	400
Key/Access/Transponder Revenue	-	-	869	869
Miscellaneous Revenue	-	-	101	101
Total Revenues	1,694,847	1,694,847	1,717,503	22,656
Expenditures:				
Legislative				
Supervisor Compensation	13,000	5,417	4,800	617
Total Legislative	13,000	5,417	4,800	617
Financial & Administrative				
ADA Website Compliance	3,500	1,515	1,515	-
Accounting Services	23,585	9,827	9,450	377
Administrative Services	7,030	4,373	4,373	-
Arbitrage Rebate Calculation	500	-	-	-
Assessment Roll	5,798	5,798	5,920	(122)
Auditing Services	5,000	-	-	-
Bank Fees	800	333	952	(619)
Disclosure Report	5,000	5,000	5,000	-
District Engineer	30,000	12,500	6,650	5,850
District Management	33,375	13,906	14,427	(521)
Dues, Licenses & Fees	175	175	175	-
Financial & Revenue Collections	5,797	2,415	2,253	162
Legal Advertising	1,000	417	93	324
Miscellaneous Mailings	1,500	625	-	625
Public Officials Liability Insurance	3,700	2,923	2,923	-
Tax Collector/Property Appraiser Fee	150	-	-	-
Trustee Fees	6,000	2,500	5,432	(2,932)
Website Hosting, Maintenance & Backup	2,600	1,083	773	310
Total Financial & Administrative	135,510	63,391	59,936	3,455
Legal Counsel				
District Counsel	30,000	12,500	17,214	(4,714)
Total District Counsel	30,000	12,500	17,214	(4,714)
Security Operations				
Off Duty Deputy	132,802	55,334	55,334	0
Total Security Operations	132,802	55,334	55,334	0
Electric Utility Services				
Utility - Recreation Facilities	27,000	11,250	13,191	(1,941)
Utility - Streetlights	106,000	44,167	43,413	754
Utility Services	14,000	5,833	5,398	435
Total Electric Utility Services	147,000	61,250	62,002	(752)
Garbage/Solid Waste Control Services				
Garbage - Recreation Facilities	1,040	433	560	(127)
Solid Waste Assessment	850	902	902	-
Total Garbage/Solid Waste Control Services	1,890	1,335	1,462	(127)

Concord Station
General Fund
Statement of Revenue, Expenditures and Change in Fund Balance
For the Period of October 1, 2023 through February 29, 2024

Water-Sewer Combination Services

Utility - Recreation Facilities	7,500	3,125	2,502	623
Total Water-Sewer Combination Services	7,500	3,125	2,502	623

Stormwater Control

Aquatic Maintenance	80,212	33,422	31,235	2,187
Acquatic Plant Replacement	5,000	2,083	-	2,083
Fountain Service Repair & Maintenance	4,500	1,875	750	1,125
Lake/Pond Bank Maintenance & Repair	15,000	6,250	-	6,250
Pest Control	7,000	2,917	-	2,917
Stormwater Assessments	2,000	1,851	1,851	-
Stormwater System Maintenance	5,000	2,083	-	2,083
Wetland Invasive Areas Maintenance	5,000	2,083	-	2,083
Wetland Monitoring & Maintenance	43,630	18,179	15,540	2,639
Total Stormwater Control	167,342	70,744	49,376	21,368

Other Physical Environment

Entry & Walls Maintenance & Repair	10,000	4,167	-	4,167
Fire Ant Treatment	2,600	1,083	-	1,083
General Liability Insurance	3,700	1,542	3,269	(1,727)
Holiday Decorations	20,000	17,800	17,800	-
Irrigation Repair	15,000	6,250	17,405	(11,155)
Landscape - Annuals/Flowers	8,800	3,667	-	3,667
Landscape - Fertilizer	18,800	7,833	-	7,833
Landscape - Mulch	45,238	18,849	-	18,849
Landscape - Pest Control	2,000	833	-	833
Landscape - Pest Control/OTC Injections	2,400	1,000	-	1,000
Landscape Inspection Services	10,200	4,250	3,090	1,160
Landscape Maintenance	253,040	105,433	118,077	(12,644)
Landscape Replacement Plants, Shrubs, Trees	15,000	6,250	-	6,250
Property Insurance	28,332	28,638	28,638	-
Rust Prevention	15,000	6,250	5,675	575
Well Maintenance	500	208	-	208
Total Other Physical Environment	450,610	214,054	193,954	20,100

Road & Street Facilities

Roadway Repair & Maintenance	5,000	4,400	4,400	-
Total Road & Street Facilities	5,000	4,400	4,400	-

Parks & Recreation

Athletic Court/Field/Playground Maintenance	2,500	1,042	534	508
Clubhouse Facility Janitorial Supplies	10,000	4,167	1,380	2,787
Clubhouse Janitorial Services	9,600	4,000	1,292	2,708
Clubhouse Maintenance & Repair	27,000	11,250	3,378	7,872
Computer Support, Maintenance & Repair	2,000	833	-	833
Contracted Employee Salaries	248,818	103,674	102,049	1,625
Dog Waste Station Supplies and Maintenance	6,000	2,500	5,447	(2,947)
Facility A/C & Heating Maintenance & Repair	5,000	2,083	-	2,083
Fitness Equipment Maintenance & Repair	2,000	833	50	783
Furniture Repair & Replacement	7,000	2,917	-	2,917
Gate Maintenance & Repair	1,000	417	-	417
Management Contract	14,700	6,125	5,749	376
Office Supplies	3,500	1,458	205	1,253
Pest Control & Termite Bond	1,300	542	255	287
Playground Equipment & Maintenance	2,500	1,042	405	637

Concord Station
General Fund
Statement of Revenue, Expenditures and Change in Fund Balance
For the Period of October 1, 2023 through February 29, 2024

Pool Permits	425	-	-	-
Pool Service Contract	27,600	11,500	11,500	-
Pool/Water Park/Fountain Maintenance	3,000	1,250	-	1,250
Security System Monitoring Services & Maintenance	3,000	1,250	876	374
Telephone, Internet, Cable	9,000	3,750	2,863	887
Vehicle Maintenance	750	313	17	296
Wildlife Management Services	2,500	1,042	-	1,042
Total Parks & Recreation	389,193	161,987	136,000	25,987
Special Events				
Special Events	25,000	10,417	12,052	(1,635)
Total Special Events	25,000	10,417	12,052	(1,635)
Contingency				
Capital Outlay	90,000	37,500	-	37,500
Miscellaneous Contingency	100,000	41,667	1,862	39,805
Total Contingency	190,000	79,167	1,862	77,305
Total Expenditures	1,694,847	743,120	600,894	142,226
Total Excess Expenditures Over (Under) Revenues	-	951,727	1,116,609	(119,570)
Total Other Financing Sources (Uses)				
Prior Year AP Credit	-	-	15	(15)
Unrealized Gain/Loss on Investments	-	-	1,141	(1,141)
Total Other Financing Sources (Uses)	-	-	1,156	(1,156)
Fund Balance - Beginning			707,225	
Fund Balance - Ending			1,824,990	

**Concord Station
Capital Reserve Fund
Statement of Revenue, Expenditures and Change in Fund Balance
For the Period of October 1, 2023 through February 29, 2024**

	Adopted Budget	Actual Year to Date
<u>Revenues:</u>		
Interest Earnings	\$ -	\$ 4,787
Tax Roll	50,000	50,000
Total Revenues	50,000	54,787
<u>Expenditures:</u>		
Capital Reserves Miscellaneous	50,000	-
Total Expenditures	50,000	-
Excess Expenditures Over (Under) Revenues	-	54,787
<u>Other Sources (Uses)</u>		
Transfer In from General Fund	-	0
Total Other Sources (Uses)	-	-
Fund Balance - Beginning	-	623,960
Fund Balance - Ending	-	678,747

Concord Station
Debt Service 2015A-1
Statement of Revenue, Expenditures and Change in Fund Balance
For the Period of October 1, 2023 through February 29, 2024

	Adopted Budget	Actual Year to Date
<u>Revenues:</u>		
Tax Roll	\$ 1,834,650	\$ 1,841,017
Interest	-	24,149
Total Revenues	1,834,650	1,865,166
 <u>Expenditures:</u>		
Interest Expense:		
May 1, 2024	397,325	-
November 1, 2023	397,325	389,977
Principal Retirement:		
May 1, 2024	1,040,000	-
November 1, 2023	-	-
Total Expenditures	1,834,650	389,977
Excess Expenditures Over (Under) Revenues	-	1,475,189
 Other Sources (Uses)		
Transfer In	-	-
Transfer Out	-	-
Total Other Sources (Uses)	-	-
Fund Balance - Beginning		1,401,726
Fund Balance - Ending	-	2,876,915

**Concord Station
Balance Sheet
February 29, 2024**

Balance per Bank Statement	\$	95,000.00
Plus: Deposits in Transit		-
Less: Outstanding Checks		-
	<u>\$</u>	<u>95,000.00</u>
Beginning Balance		-
Receipts		100,000.00
Disbursements		5,000.00
<i>Balance per Book</i>	<u>\$</u>	<u>95,000.00</u>

**Concord Station
Check Register
FY2024**

Date	Check #	Payee	Deposit	Deposit	Disbursement	Balance
1/31/2024		Balance		-	-	-
02/15/2024			Deposit to fund new General Fund account	100,000.00		100,000.00
02/22/2024			Funds Transfer to fund Debit Card		5,000.00	95,000.00
02/29/2024				100,000.00	5,000.00	95,000.00

EXHIBIT 3

AGENDA

RE: Concord Station CDD - Trees planted by homeowner next to Pond D1
From: Phil Chang
To: Larry Krause

If the trees are removed properly and resodded, it shouldn't cause erosion. However, there is no irrigation at the rear of the property so any resod would require manual watering or hope that we have rain every day.

Phil Chang, P.E.
Branch Manager – Lutz, FL
JOHNSON ENGINEERING, INC.

3103 Chessington Drive

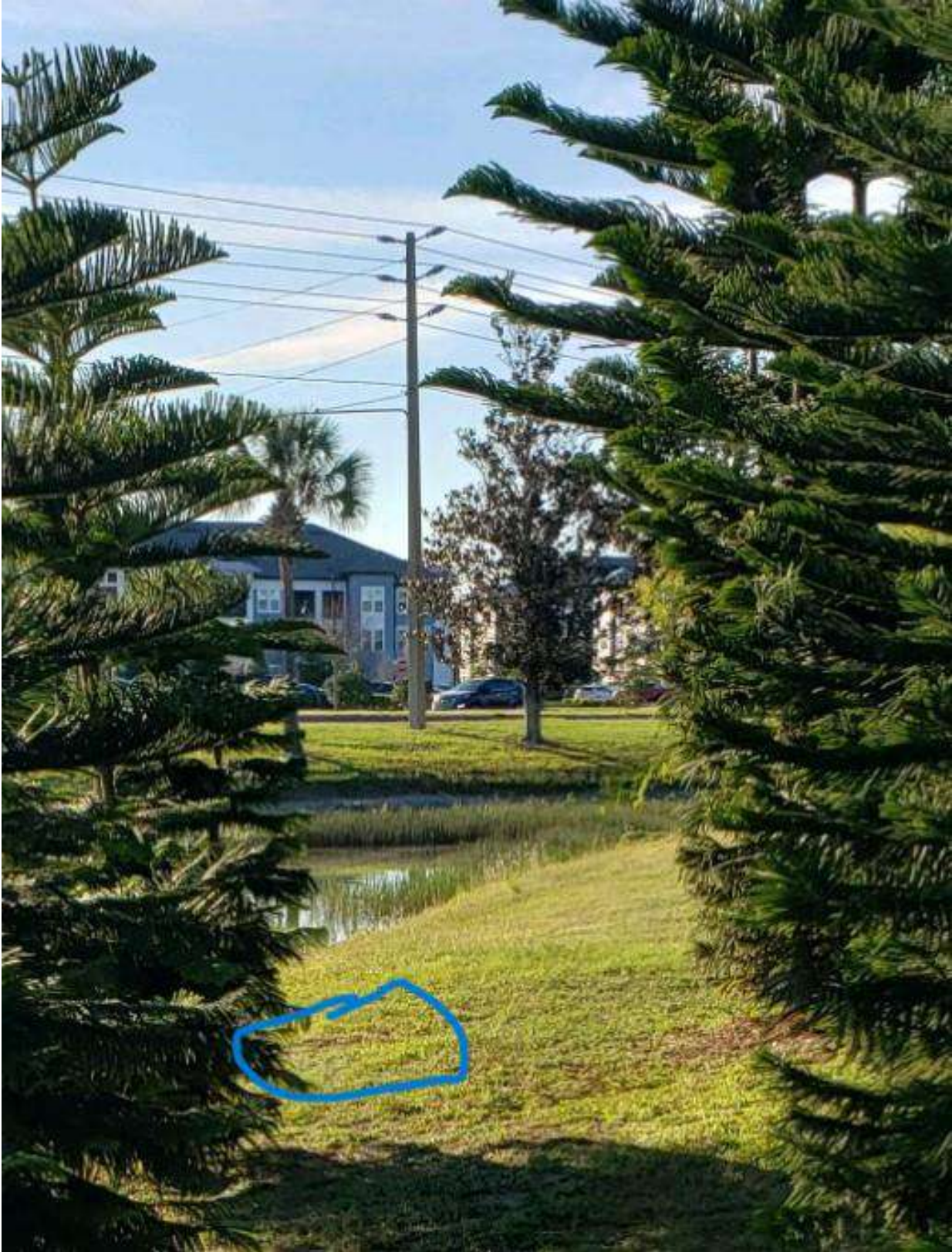




EXHIBIT 4

AGENDA



Concord Station

Michael Saks

Complete

Score	31 / 43 (72.09%)	Flagged items	1	Actions	1
--------------	------------------	----------------------	---	----------------	---

Apr 4, 2024 4:40 PM EDT

Prepared by

Michael Saks

Ponds

3 / 3 (100%)

Ponds 1

3 / 3 (100%)

Ponds

Good

Retentions in good shape. Recent rains have helped raise water levels, some still low. Can see the treatments from solitude on non beneficial plantings with decaying material in certain retentions and drain easements



Photo 1



Photo 2



Photo 3



Photo 4

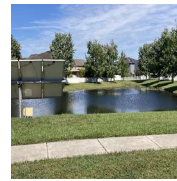


Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10

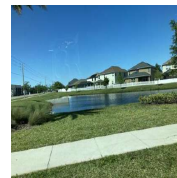


Photo 11



Photo 12



Photo 13



Photo 14



Photo 15

Pond Location

Landscaping

3 / 3 (100%)

Landscaping 1

3 / 3 (100%)

Landscaping

Good

Working with Yellowstone to make sure all previously missed areas are addressed. We are back on a weekly mowing schedule for common areas and bi weekly for retentions



Photo 16



Photo 17



Photo 18



Photo 19

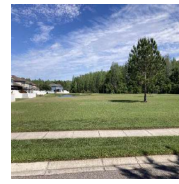


Photo 20



Photo 21

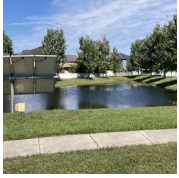


Photo 22



Photo 23

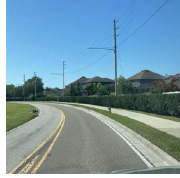


Photo 24



Photo 25

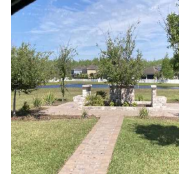


Photo 26

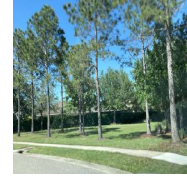


Photo 27



Photo 28



Photo 29



Photo 30



Photo 31

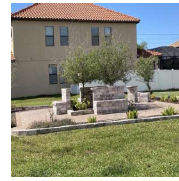


Photo 32



Photo 33

Landscaping Location

Mailbox

Fair

Mailboxes bring scheduled for paint touch ups with maintenance

Mailbox Location

Streetlights

Working

Getting proposal for solar streetlights to be presented

Streetlights Location

Entrance Monuments

Fair

Monument paint touch ups being completed on the maintenance teams list. Main tower at school and mentmore intersection showing signs of rust staining and needs to be treated



Photo 34



Photo 35



Photo 36

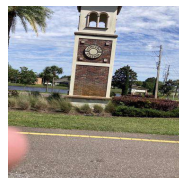


Photo 37



Photo 38

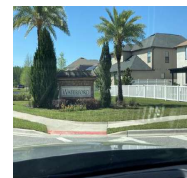


Photo 39

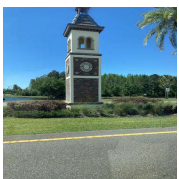


Photo 40



Photo 41



Photo 42

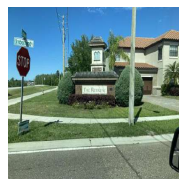


Photo 43

Gates - Main

Fair

Structurally okay, but the access control needs to be fixed.

Sidewalks

Good

Sidewalk by basketball court has been repaired. We will plan to have a full liability audit done on the Districts sidewalks in the coming months



Photo 44



Photo 45



Photo 46

Sidewalks Location

Common Area Fence

Good

Fencing good in most spaces. Maintenance team made a repair to the damaged water easement fence



Photo 47

Roads

Fair

Would recommend looking into restriping the roads and review where we are in our reserves

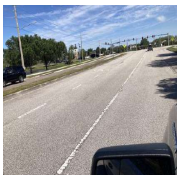


Photo 48



Photo 49

Roads Location

Amenities

1 flagged, 1 action, 10 / 18 (55.56%)

Amenities 1

1 flagged, 1 action, 10 / 18 (55.56%)

Basketball Court

Fair

Showing signs of wear. Some fence tie work will be asked of the maintenance team. Is in playable state despite worn equipment. Access control on fence needs to be fixed



Photo 50



Photo 51

Tennis Court

Showing signs of wear. Will need to start making sure we are reserving for a resurface, and new wind screens



Photo 52



Photo 53

Clubhouse

Good

In a much better, and cleaner place than where it started. We are currently working on repainting the trim throughout the facility and would like to switch cleaning vendors.

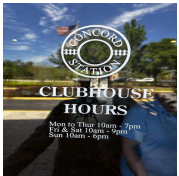


Photo 54



Photo 55

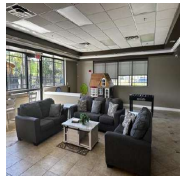


Photo 56

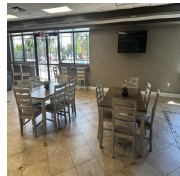


Photo 57

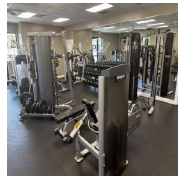


Photo 58

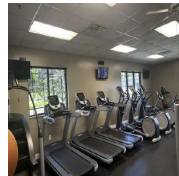


Photo 59

Splash Pad

Poor



Photo 60

To do | Assignee: Michael Saks | Priority: Medium | Due: Apr 11, 2024 4:54 PM EDT | Created by: Michael Saks

Needs to a new surface coat

Pool

Fair

Pool is in good shape and being maintained satisfactory by vendor. We'd like to look in to and potentially budget for new pool furniture though. It's very dated and can use a face lift.

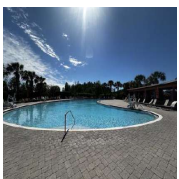


Photo 61



Photo 62

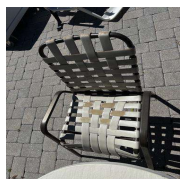


Photo 63

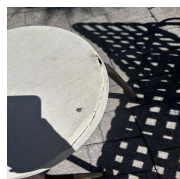


Photo 64

Tot Lot

Fair

Structurally in good shape. Have the on-site team reviewing daily. Biggest problem is the access control which we are addressing



Photo 65



Photo 66



Photo 67



Photo 68

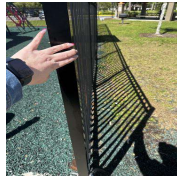


Photo 69

Sign Off



Apr 4, 2024 4:58 PM EDT

Flagged items & Actions

1 flagged, 1 action

Flagged items

1 flagged, 1 action

Page 1: Initial questions / Amenities / Amenities 1

Splash Pad

Poor



Photo 60

To do | Assignee: Michael Saks | Priority: Medium | Due: Apr 11, 2024 4:54 PM EDT | Created by: Michael Saks

Needs to a new surface coat

Other actions

0 actions

Media summary



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16



Photo 17



Photo 18



Photo 19



Photo 20



Photo 21



Photo 22



Photo 23



Photo 24



Photo 25



Photo 26



Photo 27



Photo 28



Photo 29



Photo 30



Photo 31



Photo 32



Photo 33



Photo 34



Photo 35



Photo 36



Photo 37



Photo 38



Photo 39



Photo 40



Photo 41



Photo 42



Photo 43



Photo 44



Photo 45



Photo 46



Photo 47



Photo 48



Photo 49



Photo 50



Photo 51



Photo 52



Photo 53

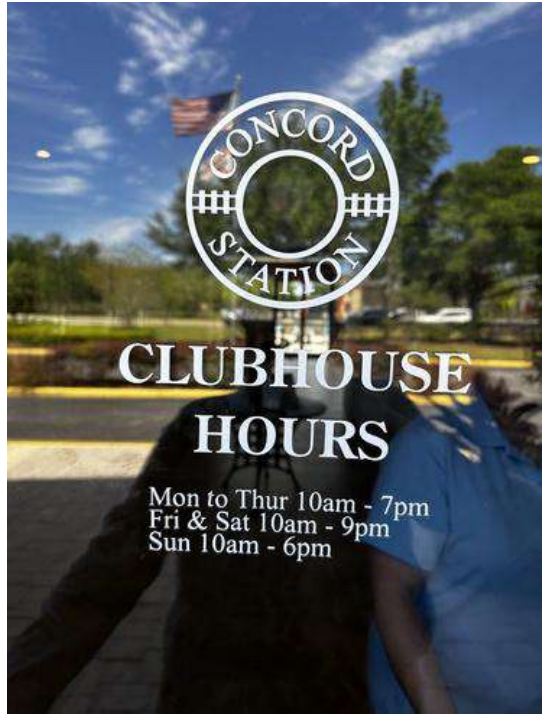


Photo 54



Photo 55



Photo 56



Photo 57



Photo 58



Photo 59



Photo 60



Photo 61



Photo 62



Photo 63



Photo 64



Photo 65



Photo 66



Photo 67



Photo 68



Photo 69

EXHIBIT 5

AGENDA



DCSI, Inc. "Security & Sound"
 P.O. Box 265
 Lutz, FL 33548
 (813)949-6500
 info@dcsisecurity.com
 http://DCSIsecurity.com

Estimate

ADDRESS
1540 International Parkway Suite# 2000 Lake Mary, FL 32746

SHIP TO
Concord Station C/o Breeze Home 18636 Mentmore Blvd. Land O Lakes, FL 34638

ESTIMATE #	DATE	EXPIRATION DATE
12204A	03/21/2024	05/31/2024

SALES REP
DC

ACCT#/LOT/BLK
Clubhouse Access Control

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<p>This estimate is to replace the current EOL (no longer manufactured) access control system with a new Paxton10 access control system and install new phone credential readers at all the 10 doors/gates on property, also to replace the old underground cables to the tennis court, playground, and basketball court.</p> <p>This system will work with the existing key fobs after they are reprogrammed into the new system, with the resident's address info and photo. The new readers will work with mobile (IOS & Android) credentials allowing resident that choose to use their mobile phones for access instead of a key fob and the mobile credentials are free of charge.</p> <p>Included:</p> <p>Access/ Gate (1) Paxton10 Server MCP-Up to 50,000 users (10 tokens per user)- 2-year warranty (10) Paxton10 Door Controllers 12/24V 2A PSU - 5-year warranty (10) Paxton10 Slimline Readers- Built-in Bluetooth technology, allowing the use of smart devices- 5-year warranty (1) Paxton10 Desktop Programming Reader (1) PC camera for inputting residents' photo in the system (10) 24V AC power supplies (10) 12V DC, 7Ah Backup Batteries (1) 16 port Gigabit Switch Underground conduit and NEMA boxes</p> <p>Trenching, underground wire, programming, Labor and training included.</p>	1	29,589.00	29,589.00

Thank you for your time and this opportunity to do business with you!
 *ALL SYSTEMS COME WITH 90 DAYS WARRANTY ON LABOR AND ONE YEAR WARRANTY ON PARTS, UNLESS OTHERWISE NOTED.

TOTAL **\$29,589.00**

Accepted By

Accepted Date

EXHIBIT 6

AGENDA



Phone: (863) 797-7525 (863) 968-6713

DATA + ACCESS CONTROL + SECURITY + INTRUSION + CCTV +
MONITORING + IT + LOCKS + GATES



DCINTEGRATIONS.NET

Concord Station CDD / Access Control / No Bluetooth

Date:	4/5/2024	PROPOSAL		Proposal No:	TH24232		
Submitted to:	Concord Station CDD		Job Location:	Concord Station CDD / Access Control / No Bluetooth			
Attention:	Michael	Title:	LCAM	Attention:	Michael		
Email:	michael@breezehome.com			Email:	michael@breezehome.com		
Phone:	813-565-4663	Fax:		Phone:	813-565-4663	Fax:	
Address:	1540 International Parkway #2000			Address:	18636 Mentmore Blvd		
City / ST	Lake Mary / FL	Zip:	32746	City / ST	Land O Lakes / FL	Zip:	34638

SCOPE OF WORK:

REPLACE / INSTALL 10 POINT ACCESS CONTROL SYSTEM . INSTALL NEW MAIN CONTROL PANELS .DCI WILL UTILIZE EXISTING FUNCTIONING CARD READERS , AT TIME OF INSPECTION , ALL READERS WERE FUNCTIONAL . RESIDENTS CAN USER EXISTING CREDENTIALS ONCE DCI TRANSFERS DATA BASE INTO NEW SYSTEM . ALL NEW EQUIPMENT WILL HAVE A 3 YEAR WARRANTY PARTS AND LABOR . TRENCHING (IF NEEDED) , WIRING INCLUDED IN QUOTE . DCI WILL PROVIDE TRAINING ON NEW SYSTEM AS WELL AS BACKUP OF DATA WITH THE MANAGEMENT PLAN .

INCLUDED MATERIALS:

10- POINT ACCESS CONTROL SYSTEM MAIN PANELS . ANY PIPE OR CONDUIT NEEDED AS WELL AS TRENCHING .

INCLUSIONS:

• Quoted price will include materials specified, normal freight for all materials, filed notice to owner, equipment submittals, wire and device installation, final check-out and certification, one staff training session on the systems' operation.

CONSIDERATIONS & EXCLUSIONS:

- All work described in this proposal is to be performed during normal business hours unless otherwise noted.
- Customer agrees to provide uninterrupted and unhindered access to all necessary work areas during normal business hours. Any hindrance of DC Integrations (DCI) technicians will result in additional labor charges of \$85/man hour.
- DCI is not responsible for any changes the Authority Having Jurisdiction (AHJ) or customer may deem necessary. Any alteration or deviation from the original scope involving additional costs will be executed only upon written orders. Work, including closing of the permit, will be halted until the authorization for the change order is received in writing. • DCI will accept payments with a credit card. These are subject to a 4% processing fee.
- Permit documents and fees are not included as specified above. Tax is excluded.
- This proposal does NOT include repairing any pre-existing troubles that may be present, including those troubles that may not be detected until proposed work is complete. (Such trouble issues may arise from any field device, field wiring, module, panel or system connected to the panel)
- This proposal does NOT cover ancillary device connections, overtime, lifts, patching, fire caulking existing penetrations, painting, phone lines, damage by others, or additional inspections required by AHJ.
- The customer is responsible for providing all connections to high voltage system components, and all conduit of the correct size to accommodate DCI wire fills (with pull string installed).
- Unless instructed by writing prior to commencement of work, all parts removed from jobsite will be discarded without notice.

Additional notes added at time of acceptance: 50% DEPOSIT DUE PRIOR TO INSTALL.

Terms: First billing will include all parts for job start-up and mobilization labor. All billing thereafter will be billed monthly on percent of job completed.	GRAND TOTAL:	\$16,200.00
--	---------------------	--------------------

DCI Sales Rep: _____	DCI Officer: _____	This proposal is valid through	5/5/2024
(Sales Representative)	(Authorizing Officer Signature)		Date

THIS IS A BINDING CONTRACT. The person executing this Contract represents and warrants that he/she has full authority to enter into this Contract on behalf of the Customer. The undersigned hereby acknowledges reading, understanding, and accepting all the prices, specifications, terms and conditions set forth in this Contract, including those on page two of this document which are incorporated herein and by reference made a part hereof. The undersigned authorizes DCI to perform the work specified herein.

Customer Name: _____	Signature: _____	_____
DC INTEGRATIONS- rev 2023-06-01		Date

TERMS & CONDITIONS:

1. Required Approval: This Contract shall not be binding upon DCI until signed by an officer of DCI. In the event this Contract is not approved by said officer of DCI, DCI's liability shall be limited to refunding Subscriber the amount paid, if any, upon signing this Contract.

2. Warranty:

A. Standard Warranty. DCI guarantees all material to be as specified. All work shall be completed in a workmanlike manner according to standard industry practices. Materials & labor are warranted for 90 days from date of installation or for the term of the selected Extended Service Plan if Subscriber elects to participate in such plan. There is no labor and material warranty on any customer provided equipment.

B. Extended Warranty. Applicable only if specified on face of this contract and is contingent upon DCI being contracted to provide Central Station Monitoring Services and perform all of the NFPA mandated tests and inspections of the installed fire protection systems'.

C. All Warranty obligations exclude pre-existing to remain components, batteries, acts of God, fire, theft, vandalism, or tampering by unauthorized personnel. All warranty's are void if any party not authorized by DCI performs work on any item installed by DCI.

3. Hours of Service. All work required by this Contract shall be performed between 8:00 a.m. and 4:30 p.m. on normal business days, except in the case of emergency. Service calls received after 3:30 p.m. are subject to after-hour rates.

4. Subscriber Responsibilities:

A. Subscriber agrees not to tamper with, remove, or otherwise interfere with the communication software and agrees to furnish, at Subscriber's expense, all 110 volt AC power, electrical outlets, receptacles, and telephone hook-ups as deemed necessary by DCI for connection of the equipment.

B. Subscriber must visually inspect system components periodically and, if a problem is discovered, notify DCI immediately. When DCI alerts Subscriber of any issue with the system that requires correction, Subscriber assumes full responsibility for taking action to resolve the reported issue.

C. Subscriber must inform DCI, in writing, of any change in fire rating bureau or agency. Subscriber must also inform DCI, in writing, of any change in the list of people that DCI is to call in the event of alarm activation. DCI is not responsible for any errors, omissions, or failure to update such list by Subscriber.

5. Default:

A.

Event of Default. Subscriber shall be in default of this Contract if Subscriber: (a) fails to pay any installation charge, (b) fails to pay any monitoring or service charge, (c) willfully or negligently causes repeated false alarms, (d) cancels this Contract without cause before the end of its term, or (e) fails to perform any other obligations under this Contract.

B. DCI's Remedy Upon Default.

i. Terminate Contract. If Subscriber defaults, DCI may terminate this Contract ten (10) days after written notice of default if Subscriber has not cleared the default by that date.

ii. Damages. If Subscriber defaults, Subscriber shall pay DCI any money due for any product or services provided prior to default. Additionally, Subscriber shall pay an amount equal to 60% of the remaining monitoring and or Extended Service Plan fees, plus any other damages to which DCI may be entitled under applicable law.

iii. Costs. In the event either Party resorts to legal action to enforce the terms and provisions of this Agreement, or as a result of any breach under this Agreement, the prevailing Party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorneys' fees, arbitration fees, prejudgment interest, and any other reasonable and related expenses of collection.

6. Changes: Any alteration or deviation from the specified work involving extra costs, will be executed only upon written orders, and will become an extra charge. The cost of any changes to the scope of work described herein made at the request of or made necessary or required by Subscriber's action, or which may be required by any governmental agency or insurance interest or inspection and rating bureaus are to be borne solely by Subscriber. SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM DCI AT AN ADDITIONAL COST TO SUBSCRIBER. All risk of loss or damage to the system shall be borne exclusively by Subscriber.

7. External Services:

Any fines levied by a municipality or government agency regarding false alarms shall be the sole responsibility of the Subscriber. Additional fees levied by monitoring agency for any reason, including but not limited to those caused by runaway dialers, runner services, etc. shall be the sole responsibility of Subscriber. Such fees shall be added to the service charges or billed to Subscriber directly by the appropriate agency.8.A. Limitation of Damages (cont.)

The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that the DCI assume responsibility for any loss or damage sustained through burglary,

8. DCI'S LIMITS OF LIABILITY:

A. Limitation of Damages. IT IS UNDERSTOOD AND AGREED THAT DCI IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER.

8. A. Limitation of Damages (cont.)

The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that DCI assume responsibility for any loss or damage sustained through burglary, theft, robbery, fire, or other cause, or that there exists or shall exist any liability on the part of DCI by virtue of this Contract. Notwithstanding these provisions, if there should arise any liability on the part of DCI, such liability is and shall be limited to a sum equal to the service charge for a period of six (6) months or \$500.00 whichever is less, which sum is liquidated damages and not a penalty. In the event that Subscriber wishes DCI to assume greater liability, Subscriber may obtain from DCI a higher limit by paying an additional amount proportioned to the responsibility and a rider shall be attached to this Contract, setting forth the additional liability of DCI and the additional charges. However, any such additional obligation does not make DCI an insurer.

B. Interruption of Service. DCI shall not be liable for any damage or loss sustained by Subscriber as a result of any delay in service or installation of equipment, equipment failure, or interruption of service due to electric failures, strikes, war, acts of God, or other causes, including MSG's negligence in the performance of this Contract. The estimated date that work is to be substantially completed is not a definite completion date and time is not of the essence.

C. Disclaimer of Warranties. DCI does not represent or warrant that the system may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges and agrees that DCI has made no representations or warranties, expressed or implied, as to any matter whatsoever including without limitation the condition of equipment, its merchantability or its fitness for any particular purpose; nor has Subscriber relied on any representations or warranties, expressed or implied, that any affirmation of fact or promise shall not be deemed to create an express warranty and that there are no warranties which extend beyond the face of this Contract; that

DCI is not an insurer; that Subscriber assumes all risk of loss or damage to Subscriber's premises or the contents thereof; and that Subscriber has read and understands all of this Contract, particularly paragraph eight (8) which sets forth DCI's maximum liability in the event of any loss or damage to Subscriber or anyone else.

9. Third Party Indemnification: In the event any person, not a party to this contract, shall make any claim or file any lawsuit against DCI for any reason relating to DCI's duties and obligations pursuant to this Contract, including but not limited to the design, installation, maintenance, monitoring, operation, or any failure of the alarm system to operate properly, Subscriber agrees to indemnify, defend and hold DCI harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees to the extent Subscriber agrees to indemnify, defend and hold DCI harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees to the extent caused by Subscriber. The parties agree that there are no third party beneficiaries of this Contract. Subscriber, for itself and any of its insurance carriers waives any right of subrogation Subscriber's insurance carriers may have against DCI or any of its subcontractors, subject to the advice of Subscriber's counsel.

10. Assignment: DCI shall have the right to assign this Contract without notice to Subscriber and shall have the further right to subcontract any services which it may perform. DCI shall inform Subscriber when services are subcontracted and shall maintain current proof of subcontractor's state license, general insurance, and workers compensation coverage. Subscriber acknowledges that this Contract, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages and third party indemnification, inure to the benefit of, and are applicable to any subcontractors employed by DCI to provide monitoring, maintenance, installation or service of the system(s) and they bind Subscriber to said subcontractors with the same force and effect as they bind Subscriber to DCI.

11. Severability: In the event any of the terms or provisions of this Contract shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

12. Notices: All notices to be given hereunder shall be in writing and may be served either personally or by mail, postage prepaid to the addresses set forth in the Contract or to any other from time to time in writing.

13. Binding Arbitration: This Contract is binding for DCI, Subscriber, successors in interest, agents, employees, shareholders, officers, former employees, former officers, directors, subsidiaries, parent corporations, attorneys, and all other entities acting on their behalf. Parties agree to submit to binding arbitration, conducted by the American Arbitration Association under the Construction Industry Arbitration Rules, any matters which cannot otherwise be resolved, and expressly waive any and all rights in law and equity to bringing any civil disagreement before a court of law, except that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14. Entire Agreement: This Contract is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms. This Contract supersedes all prior representations, understandings or agreements of the parties. This Contract can only be modified in a writing signed by the parties. No waiver of a breach of any term or condition of this Contract shall be construed to be a waiver of any succeeding breach.

EXHIBIT 7

AGENDA



Phone: (863) 797-7525 (863) 968-6713

DATA + ACCESS CONTROL + SECURITY + INTRUSION + CCTV +
MONITORING + IT + LOCKS + GATES



DCINTEGRATIONS.NET

Concord Station CDD / Access Control / Bluetooth

Date:		4/5/2024		PROPOSAL		Proposal No:		TH24231	
Submitted to:	Concord Station CDD			Job Location:	Concord Station CDD / Access Control / Bluetooth				
Attention:	Michael	Title:	LCAM	Attention:	Michael	Title:			
Email:	michael@breezehome.com			Email:	michael@breezehome.com				
Phone:	813-565-4663	Fax:		Phone:	813-565-4663	Fax:			
Address:	1540 International Parkway #2000			Address:	18636 Mentmore Blvd				
City / ST	Lake Mary / FL	Zip:	32746	City / ST	Land O Lakes / FL	Zip:	34638		

SCOPE OF WORK:

REPLACE / INSTALL 10 POINT ACCESS CONTROL SYSTEM . INSTALL NEW MAIN CONTROL PANELS AND CARD / BLUETOOTH READERS AT ALL 10 POINTS OF ACCESS . RESIDENTS CAN USER EXISTING CREDENTIALS OR MOBILE CREDENTIALS IF DESIRED . MOBILE CREDENTIALS ARE FREE OF CHARGE . ALL NEW EQUIPMENT WILL HAVE A 3 YEAR WARRANTY PARTS AND LABOR . TRENCHING (IF NEEDED) , WIRING INCLUDED IN QUOTE . DCI WILL PROVIDE TRAINING ON NEW SYSTEM AS WELL AS BACKUP OF DATA WITH THE MANAGEMENT PLAN .

INCLUDED MATERIALS:

10- POINT ACCESS CONTROL SYSTEM MAIN PANELS . 10 DUAL RFD / BLUETOOTH READERS . 10 - POWER SUPPLIES . ANY PIPE OR CONDUIT NEEDED AS WELL AS TRENCHING .

INCLUSIONS:

• Quoted price will include materials specified, normal freight for all materials, filed notice to owner, equipment submittals, wire and device installation, final check-out and certification, one staff training session on the systems' operation.

CONSIDERATIONS & EXCLUSIONS:

- All work described in this proposal is to be performed during normal business hours unless otherwise noted.
- Customer agrees to provide uninterrupted and unhindered access to all necessary work areas during normal business hours. Any hindrance of DC Integrations (DCI) technicians will result in additional labor charges of \$85/man hour.
- DCI is not responsible for any changes the Authority Having Jurisdiction (AHJ) or customer may deem necessary. Any alteration or deviation from the original scope involving additional costs will be executed only upon written orders. Work, including closing of the permit, will be halted until the authorization for the change order is received in writing. • DCI will accept payments with a credit card. These are subject to a 4% processing fee.
- Permit documents and fees are not included as specified above. Tax is excluded.
- This proposal does NOT include repairing any pre-existing troubles that may be present, including those troubles that may not be detected until proposed work is complete. (Such trouble issues may arise from any field device, field wiring, module, panel or system connected to the panel)
- This proposal does NOT cover ancillary device connections, overtime, lifts, patching, fire caulking existing penetrations, painting, phone lines, damage by others, or additional inspections required by AHJ.
- The customer is responsible for providing all connections to high voltage system components, and all conduit of the correct size to accommodate DCI wire fills (with pull string installed).
- Unless instructed by writing prior to commencement of work, all parts removed from jobsite will be discarded without notice.

Additional notes added at time of acceptance: 50% DEPOSIT DUE PRIOR TO INSTALL.

Terms: First billing will include all parts for job start-up and mobilization labor. All billing thereafter will be billed monthly on percent of job completed.	GRAND TOTAL:	\$23,800.00
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This proposal is valid through 5/5/2024

DCI Sales Rep: _____
(Sales Representative)

DCI Officer: _____
(Authorizing Officer Signature) _____
Date

THIS IS A BINDING CONTRACT. The person executing this Contract represents and warrants that he/she has full authority to enter into this Contract on behalf of the Customer. The undersigned hereby acknowledges reading, understanding, and accepting all the prices, specifications, terms and conditions set forth in this Contract, including those on page two of this document which are incorporated herein and by reference made a part hereof. The undersigned authorizes DCI to perform the work specified herein.

Customer Name: _____

Signature: _____
Date

DC INTEGRATIONS- rev 2023-06-01

TERMS & CONDITIONS:

1. Required Approval: This Contract shall not be binding upon DCI until signed by an officer of DCI. In the event this Contract is not approved by said officer of DCI, DCI's liability shall be limited to refunding Subscriber the amount paid, if any, upon signing this Contract.

2. Warranty:

A. Standard Warranty. DCI guarantees all material to be as specified. All work shall be completed in a workmanlike manner according to standard industry practices. Materials & labor are warranted for 90 days from date of installation or for the term of the selected Extended Service Plan if Subscriber elects to participate in such plan. There is no labor and material warranty on any customer provided equipment.

B. Extended Warranty. Applicable only if specified on face of this contract and is contingent upon DCI being contracted to provide Central Station Monitoring Services and perform all of the NFPA mandated tests and inspections of the installed fire protection systems'.

C. All Warranty obligations exclude pre-existing to remain components, batteries, acts of God, fire, theft, vandalism, or tampering by unauthorized personnel. All warranty's are void if any party not authorized by DCI performs work on any item installed by DCI.

3. Hours of Service. All work required by this Contract shall be performed between 8:00 a.m. and 4:30 p.m. on normal business days, except in the case of emergency. Service calls received after 3:30 p.m. are subject to after-hour rates.

4. Subscriber Responsibilities:

A. Subscriber agrees not to tamper with, remove, or otherwise interfere with the communication software and agrees to furnish, at Subscriber's expense, all 110 volt AC power, electrical outlets, receptacles, and telephone hook-ups as deemed necessary by DCI for connection of the equipment.

B. Subscriber must visually inspect system components periodically and, if a problem is discovered, notify DCI immediately. When DCI alerts Subscriber of any issue with the system that requires correction, Subscriber assumes full responsibility for taking action to resolve the reported issue.

C. Subscriber must inform DCI, in writing, of any change in fire rating bureau or agency. Subscriber must also inform DCI, in writing, of any change in the list of people that DCI is to call in the event of alarm activation. DCI is not responsible for any errors, omissions, or failure to update such list by Subscriber.

5. Default:

A.

Event of Default. Subscriber shall be in default of this Contract if Subscriber: (a) fails to pay any installation charge, (b) fails to pay any monitoring or service charge, (c) willfully or negligently causes repeated false alarms, (d) cancels this Contract without cause before the end of its term, or (e) fails to perform any other obligations under this Contract.

B. DCI's Remedy Upon Default.

i. Terminate Contract. If Subscriber defaults, DCI may terminate this Contract ten (10) days after written notice of default if Subscriber has not cleared the default by that date.

ii. Damages. If Subscriber defaults, Subscriber shall pay DCI any money due for any product or services provided prior to default. Additionally, Subscriber shall pay an amount equal to 60% of the remaining monitoring and or Extended Service Plan fees, plus any other damages to which DCI may be entitled under applicable law.

iii. Costs. In the event either Party resorts to legal action to enforce the terms and provisions of this Agreement, or as a result of any breach under this Agreement, the prevailing Party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorneys' fees, arbitration fees, prejudgment interest, and any other reasonable and related expenses of collection.

6. Changes: Any alteration or deviation from the specified work involving extra costs, will be executed only upon written orders, and will become an extra charge. The cost of any changes to the scope of work described herein made at the request of or made necessary or required by Subscriber's action, or which may be required by any governmental agency or insurance interest or inspection and rating bureaus are to be borne solely by Subscriber. SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM DCI AT AN ADDITIONAL COST TO SUBSCRIBER. All risk of loss or damage to the system shall be borne exclusively by Subscriber.

7. External Services:

Any fines levied by a municipality or government agency regarding false alarms shall be the sole responsibility of the Subscriber. Additional fees levied by monitoring agency for any reason, including but not limited to those caused by runaway dialers, runner services, etc. shall be the sole responsibility of Subscriber. Such fees shall be added to the service charges or billed to Subscriber directly by the appropriate agency.8.A. Limitation of Damages (cont.)

The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that the DCI assume responsibility for any loss or damage sustained through burglary,

8. DCI'S LIMITS OF LIABILITY:

A. Limitation of Damages. IT IS UNDERSTOOD AND AGREED THAT DCI IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER.

8. A. Limitation of Damages (cont.)

The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that DCI assume responsibility for any loss or damage sustained through burglary, theft, robbery, fire, or other cause, or that there exists or shall exist any liability on the part of DCI by virtue of this Contract. Notwithstanding these provisions, if there should arise any liability on the part of DCI, such liability is and shall be limited to a sum equal to the service charge for a period of six (6) months or \$500.00 whichever is less, which sum is liquidated damages and not a penalty. In the event that Subscriber wishes DCI to assume greater liability, Subscriber may obtain from DCI a higher limit by paying an additional amount proportioned to the responsibility and a rider shall be attached to this Contract, setting forth the additional liability of DCI and the additional charges. However, any such additional obligation does not make DCI an insurer.

B. Interruption of Service. DCI shall not be liable for any damage or loss sustained by Subscriber as a result of any delay in service or installation of equipment, equipment failure, or interruption of service due to electric failures, strikes, war, acts of God, or other causes, including MSG's negligence in the performance of this Contract. The estimated date that work is to be substantially completed is not a definite completion date and time is not of the essence.

C. Disclaimer of Warranties. DCI does not represent or warrant that the system may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges and agrees that DCI has made no representations or warranties, expressed or implied, as to any matter whatsoever including without limitation the condition of equipment, its merchantability or its fitness for any particular purpose; nor has Subscriber relied on any representations or warranties, expressed or implied, that any affirmation of fact or promise shall not be deemed to create an express warranty and that there are no warranties which extend beyond the face of this Contract; that

DCI is not an insurer; that Subscriber assumes all risk of loss or damage to Subscriber's premises or the contents thereof; and that Subscriber has read and understands all of this Contract, particularly paragraph eight (8) which sets forth DCI's maximum liability in the event of any loss or damage to Subscriber or anyone else.

9. Third Party Indemnification: In the event any person, not a party to this contract, shall make any claim or file any lawsuit against DCI for any reason relating to DCI's duties and obligations pursuant to this Contract, including but not limited to the design, installation, maintenance, monitoring, operation, or any failure of the alarm system to operate properly, Subscriber agrees to indemnify, defend and hold DCI harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees to the extent Subscriber agrees to indemnify, defend and hold DCI harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees to the extent caused by Subscriber. The parties agree that there are no third party beneficiaries of this Contract. Subscriber, for itself and any of its insurance carriers waives any right of subrogation Subscriber's insurance carriers may have against DCI or any of its subcontractors, subject to the advice of Subscriber's counsel.

10. Assignment: DCI shall have the right to assign this Contract without notice to Subscriber and shall have the further right to subcontract any services which it may perform. DCI shall inform Subscriber when services are subcontracted and shall maintain current proof of subcontractor's state license, general insurance, and workers compensation coverage. Subscriber acknowledges that this Contract, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages and third party indemnification, inure to the benefit of, and are applicable to any subcontractors employed by DCI to provide monitoring, maintenance, installation or service of the system(s) and they bind Subscriber to said subcontractors with the same force and effect as they bind Subscriber to DCI.

11. Severability: In the event any of the terms or provisions of this Contract shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

12. Notices: All notices to be given hereunder shall be in writing and may be served either personally or by mail, postage prepaid to the addresses set forth in the Contract or to any other from time to time in writing.

13. Binding Arbitration: This Contract is binding for DCI, Subscriber, successors in interest, agents, employees, shareholders, officers, former employees, former officers, directors, subsidiaries, parent corporations, attorneys, and all other entities acting on their behalf. Parties agree to submit to binding arbitration, conducted by the American Arbitration Association under the Construction Industry Arbitration Rules, any matters which cannot otherwise be resolved, and expressly waive any and all rights in law and equity to bringing any civil disagreement before a court of law, except that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14. Entire Agreement: This Contract is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms. This Contract supersedes all prior representations, understandings or agreements of the parties. This Contract can only be modified in a writing signed by the parties. No waiver of a breach of any term or condition of this Contract shall be construed to be a waiver of any succeeding breach.

EXHIBIT 8

AGENDA



Phone: (863) 797-7525 (863) 968-6713



ACCESS CONTROL + SECURITY + INTRUSION + CCTV+GATES



DCINTEGRATIONS.NET



Date:

GATE MANAGEMENT AGREEMENT

Proposal No:

Submitted to: Concord Station CDD
Attention: Michael Title: LCAM
Email: michael@breezehome.com
Phone: 813-565-4663 Fax: _____
Address: 1540 International Parkway #2000
City / ST: Lake Mary / FL Zip: 32746

Job Location: Concord Station CDD / Access Control / No Bluetooth
Attention: Michael Title: LCAM
Email: michael@breezehome.com
Phone: 813-565-4663 Fax: _____
Address: 18636 Mentmore Blvd
City / ST: Land O Lakes / FL Zip: 34638

GATE DATABASE MANAGEMENT AGREEMENT, # OF GATES: 10

*Upon written request via email, DC Integrations will make information changes to the telephone entry unit. Only emailed change requests from authorized parties will be accepted. Requests will be processed within 24 hours during the business week. Requests are to be submitted to gates@dcintegrations.net

BASIC PROGRAMMING INCLUDES :

- * Entering & deleting directory codes, phone numbers, names, keypad & card codes
- * In house back-up of system data in the event of a data loss at the unit due to vandalism or acts of nature

DOES NOT INCLUDE :

- *Service calls regarding phone line connection or other issues with the telephone entry unit
- *Damaged equipment or replacement hardware
- * Capacity upgrades
- * On-site programming:
 1. - Programming of entry devices where no phone line is installed
 2. - Purchase of any devices
 3. - On-site timers
 4. - Mass programming changes (such as assigning time zones, names, or removal of all existing information & re-loading from scratch to a fully populated data base.)

INIT MONTHLY AMOUNT \$165.00 INVOICED QUARTERLY IN ADVANCE

CONSIDERATIONS & EXCLUSIONS: This proposal is valid through: 5/5/2024

THIS IS A BINDING CONTRACT. The person executing this Contract represents and warrants that he/she has full authority to enter into this Contract on behalf of the Company and Subscriber, respectively. The undersigned hereby acknowledges reading, understanding, and accepting all the terms and conditions set forth in this Contract, including those on page 2 of this form and any addendums for multiple buildings or locations which are incorporated herein and by reference made a part hereof for a period of ONE YEAR (1) commencing on the completed installation date signed by Subscriber. Service rates for afterhours service calls on weeknights is \$147.00/hr portal to portal with a \$45.00 trip charge, weekends and holidays are \$196/hr portal to portal with a \$45 trip charge. Additional notes added at the time of acceptance:

DC INTEGRATIONS

SUBSCRIBER

By (Signature): _____
Name (Printed): _____
Title: _____ **Date:** _____

By (Signature): _____
Name (Printed): _____
Title: _____ **Date:** _____

Activation Date: _____

TERMS & CONDITIONS:

1. Required Approval: This Contract shall not be binding upon Company until signed by an officer of Company. In the event this Contract is not approved by said officer of Company, Company's liability shall be limited to refunding Subscriber the amount paid, if any, upon signing this Contract.

2. Warranty:

A. Company guarantees all material to be as specified. All work shall be completed in a workmanlike manner according to standard industry practices.

B. Company reserves the right to charge Customer for any damage or loss associated with Subscriber negligence, vandalism, and/or tampering by any party not authorized by Company.

3. Company Services:

A. Hours of Service. All work required by this Contract shall be performed between 8:00 a.m. and 4:30 p.m. on normal business days, except in the case of emergency. Service calls received after 3:30 p.m. are subject to after-hour rates.

B. Equipment Serviceability. When, in Company's judgment equipment cannot be maintained under this Contract, Company will, at its sole option, either withdraw from this Contract, or submit a cost estimate for new equipment. Charges for new equipment will be in addition to maintenance charges. The Subscriber may terminate this Contract if Subscriber does not wish to authorize such work, in which charges for a partial month's service shall be pro-rated on the basis of a thirty day month. Subscriber acknowledges that Company's obligation is solely to perform the services specified herein and Company is in no way obligated to ensure the operation of the system or to maintain or service Subscriber's property or property of others to which the system is connected.

4. Subscriber Responsibilities:

A. Subscriber agrees not to tamper with, remove, or otherwise interfere with the communication software and agrees to furnish, at Subscriber's expense, all 110 volt AC power, electrical outlets, receptacles, internet, and telephone hook-ups as deemed necessary by Company for connection of the equipment.

B. Subscriber must visually inspect system components periodically and, if a problem is discovered, notify Company immediately. When Company alerts Subscriber of any issue with the system that requires correction, Subscriber assumes full responsibility for taking action to resolve the reported issue.

C. Subscriber must inform Company, in writing, of any change in fire rating bureau or agency. Subscriber must also inform Company, in writing, of any change in the list of people that Company is to call in the event of alarm activation. Company is not responsible for any errors, omissions, or failure to update such list by Subscriber.

5. Default:

A. Event of Default. Subscriber shall be in default of this Contract if Subscriber: (a) fails to pay any installation charge, (b) fails to pay any monitoring or service charge, (c) willfully or negligently causes repeated false alarms, (d) cancels this Contract without cause before the end of its term, or (e) fails to perform any other obligations under this Contract.

B. Company's Remedy Upon Default.

i. Terminate Contract. If Subscriber defaults, Company may terminate this Contract ten (10) days after written notice of default if Subscriber has not cleared the default by that date.

ii. Damages. If Subscriber defaults, Subscriber shall pay Company any money due for any product or services provided prior to default. Additionally, Subscriber shall pay an amount equal to 60% of the remaining monitoring and or Extended Service Plan fees, plus any other damages to which Company may be entitled under applicable law.

iii. Costs. In the event either Party resorts to legal action to enforce the terms and provisions of this Agreement, or as a result of any breach under this Agreement, the prevailing Party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorneys' fees, arbitration fees, prejudgment interest, and any other reasonable and related expenses of collection.

6. Changes: Any alteration or deviation from the specified work involving extra costs, will be executed only upon written orders, and will become an extra charge. The cost of any changes to the scope of work described herein made at the request of or made necessary or required by Subscriber's action, or which may be required by any governmental agency or insurance interest or inspection and rating bureaus are to be borne solely by Subscriber. SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY AT AN ADDITIONAL COST TO SUBSCRIBER. All risk of loss or damage to the system shall be borne exclusively by Subscriber.

7. Renewal: Either party may cancel this agreement by written notice within 30 days of the expiration date. If neither party exercises this option, the agreement will automatically renew for the original term, with no further writing.

8. Fee Increases: The rates set forth in this Contract do not include taxes. Taxes will not be applied if a current tax exempt certificate is provided by Subscriber. Company shall have the right, at any time during the term of this Contract, to increase the service charges to reflect any additional taxes, fees or charges relating to the services we provide under this Contract which may be imposed on Company by any utility or government agency and Subscriber agrees to pay the same. After one (1) year, rates are also subject to adjustment to a rate reflecting the annual percentage increase in the official U.S. Government Cost of Living Index to the nearest even dollar amount.

9. External Services: Any fines levied by a municipality or government agency regarding false alarms shall be the sole responsibility of the Subscriber. Additional fees levied by monitoring agency for any reason, including but not limited to those caused by runaway dialers, runner services, etc. shall be the sole responsibility of Subscriber. Such fees shall be added to the service charges or billed to Subscriber directly by the appropriate agency.

10. COMPANY'S LIMITS OF LIABILITY:

A. Limitation of Damages. IT IS UNDERSTOOD AND AGREED THAT THE COMPANY IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER. The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that the Company assume responsibility for any loss or damage sustained through burglary, theft, robbery, fire, or other cause, or that there exists or shall exist any liability on the part of the company by virtue of this Contract. Notwithstanding these provisions, if there should arise any liability on the part of Company, such liability is and shall be limited to a sum equal to the service charge for a period of six (6) months or \$500.00 whichever is less, which sum is liquidated damages and not a penalty. In the event that Subscriber wishes Company to assume greater liability, Subscriber may obtain from Company a higher limit by paying an additional amount proportioned to the responsibility and a rider shall be attached to this Contract, setting forth the additional liability of Company and the additional charges. However, any such additional obligation does not make Company an insurer.

B. Interruption of Service. The Company shall not be liable for any damage or loss sustained by Subscriber as a result of any delay in service or installation of equipment, equipment failure, or interruption of service due to electric failures, strikes, war, acts of God, or other causes, including the Company's negligence in the performance of this Contract. The estimated date that work is to be substantially completed is not a definite completion date and time is not of the essence.

C. Disclaimer of Warranties. Company does not represent or warrant that the system may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges and agrees that Company has made no representations or warranties, expressed or implied, as to any matter whatsoever including without limitation the condition of equipment, its merchantability or its fitness for any particular purpose; nor has Subscriber relied on any representations or warranties, expressed or implied, that any affirmation of fact or promise shall not be deemed to create an express warranty and that there are no warranties which extend beyond the face of this Contract; that Company is not an insurer; that Subscriber assumes all risk of loss or damage to Subscriber's premises or the contents thereof; and that Subscriber has read and understands all of this Contract, particularly paragraph ten (10) which sets forth Company's maximum liability in the event of any loss or damage to Subscriber or anyone else.

11. Third Party Indemnification: In the event any person, not a party to this Contract, shall make any claim or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Contract, including but not limited to the design, installation, maintenance, monitoring, operation, or any failure of the alarm system to operate properly, Subscriber agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees to the extent caused by Subscriber. The parties agree that there are no third party beneficiaries of this Contract. Subscriber, for itself and any of its insurance carriers waives any right of subrogation Subscriber's insurance carriers may have against the Company or any of its subcontractors, subject to the advice of Subscriber's counsel.

12. Assignment: Company shall have the right to assign this Contract without notice to Subscriber and shall have the further right to subcontract any services which it may perform. Company shall inform Subscriber when services are subcontracted and shall maintain current proof of subcontractor's state license, general insurance, and workers compensation coverage. Subscriber acknowledges that this Contract, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages and third party indemnification, inure to the benefit of, and are applicable to any subcontractors employed by Company to provide monitoring, maintenance, installation or service of the system(s) and they bind Subscriber to said subcontractors with the same force and effect as they bind Subscriber to Company.

13. Severability: In the event any of the terms or provisions of this Contract shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

14. Notices: All notices to be given hereunder shall be in writing and may be served via any method of communication which generates delivery confirmation.

initials

EXHIBIT 9

AGENDA



Phone: (863) 797-7525 (863) 968-6713

ACCESS CONTROL + SECURITY + INTRUSION + CCTV+GATES

DCINTEGRATIONS.NET



Date: 6/6/2023

CCTV MANAGEMENT

Proposal No: TH23067

Submitted to: Concord Station CDD
Attention: Michael Title: LCAM
Email: michael@breezehome.com
Phone: 813-565-4663 Fax: _____
Address: 1540 International Parkway #2000
City / ST: Lake Mary / FL Zip: 32746

Job Location: Concord Station CDD / Access Control / No Bluetooth
Attention: Michael Title: LCAM
Email: michael@breezehome.com
Phone: 813-565-4663 Fax: _____
Address: 18636 Mentmore Blvd
City / ST: Land O Lakes / FL Zip: 34638

CCTV SYSTEMS

1

UPON WRITTEN REQUEST VIA EMAIL , DCI WILL REVIEW / BURN VIDEO UP TO 3 TIMES PER MONTH PER SITE (1-3 HOUR TIMESTAMP) . ONLY EMAILED REQUESTS FROM AUTHORIZED PARTIES WILL BE ACCEPTED AND WILL BE PROCESSED WITHIN 48 HOURS DURING THE BUSINESS WEEK . REQUESTS ARE TO BE MADE TO GATES@DCINTEGRATIONS.NET . DCI WILL DO HEALTH CHECKS EVERY 36 HOURS TO INSURE THAT SYSTEM IS WORKING PROPERLY AS WELL AS CONNECTED TO THE INTERNET FOR REMOTE VIEWING .

DOES NOT INCLUDE :

- * SERVICE CALLS REGARDING INTERNET LINE CONNECTION OR OTHER PROBLEMS WITH THE INTERNET EQUIPMENT
- * DAMAGED EQUIPMENT OR REPLACEMENT PARTS
- * ON SITE PROGRAMMING
- 1. - PROGRAMMING OF ENTRY DEVICES WHERE NO INTERNET LINE IS INSTALLED
- 2. - PURCHASE / REPLACEMENT OF ANY DEVICES
- 3. - ON SITE TIMERS

INIT MONTHLY AMOUNT \$85.00 INVOICED QUARTERLY IN ADVANCE

CONSIDERATIONS & EXCLUSIONS: This proposal is valid through: 5/5/2024

THIS IS A BINDING CONTRACT. The person executing this Contract represents and warrants that he/she has full authority to enter into this Contract on behalf of the Company and Subscriber, respectively. The undersigned hereby acknowledges reading, understanding, and accepting all the terms and conditions set forth in this Contract, including those on page 2 of this form and any addendums for multiple buildings or locations which are incorporated herein and by reference made a part hereof for a period of ONE YEAR (1) commencing on the completed installation date signed by Subscriber. Service rates for afterhours service calls on weeknights is \$147.00/hr portal to portal with a \$45.00 trip charge, weekends and holidays are \$196/hr portal to portal with a \$45 trip charge.
 Additional notes added at the time of acceptance:

DC INTEGRATIONS

SUBSCRIBER

By (Signature): _____
Name (Printed): _____
Title: _____ **Date:** _____

By (Signature):
Name (Printed):
Title: **Date:**

Activation Date: _____

TERMS & CONDITIONS:

1. Required Approval: This Contract shall not be binding upon Company until signed by an officer of Company. In the event this Contract is not approved by said officer of Company, Company's liability shall be limited to refunding Subscriber the amount paid, if any, upon signing this Contract.

2. Warranty:

A. Company guarantees all material to be as specified. All work shall be completed in a workmanlike manner according to standard industry practices.

B. Company reserves the right to charge Customer for any damage or loss associated with Subscriber negligence, vandalism, and/or tampering by any party not authorized by Company.

3. Company Services:

A. Hours of Service. All work required by this Contract shall be performed between 8:00 a.m. and 4:30 p.m. on normal business days, except in the case of emergency. Service calls received after 3:30 p.m. are subject to after-hour rates.

B. Equipment Serviceability. When, in Company's judgment equipment cannot be maintained under this Contract, Company will, at its sole option, either withdraw from this Contract, or submit a cost estimate for new equipment. Charges for new equipment will be in addition to maintenance charges. The Subscriber may terminate this Contract if Subscriber does not wish to authorize such work, in which charges for a partial month's service shall be pro-rated on the basis of a thirty day month. Subscriber acknowledges that Company's obligation is solely to perform the services specified herein and Company is in no way obligated to ensure the operation of the system or to maintain or service Subscriber's property or property of others to which the system is connected.

4. Subscriber Responsibilities:

A. Subscriber agrees not to tamper with, remove, or otherwise interfere with the communication software and agrees to furnish, at Subscriber's expense, all 110 volt AC power, electrical outlets, receptacles, internet, and telephone hook-ups as deemed necessary by Company for connection of the equipment.

B. Subscriber must visually inspect system components periodically and, if a problem is discovered, notify Company immediately. When Company alerts Subscriber of any issue with the system that requires correction, Subscriber assumes full responsibility for taking action to resolve the reported issue.

C. Subscriber must inform Company, in writing, of any change in fire rating bureau or agency. Subscriber must also inform Company, in writing, of any change in the list of people that Company is to call in the event of alarm activation. Company is not responsible for any errors, omissions, or failure to update such list by Subscriber.

5. Default:

A. Event of Default. Subscriber shall be in default of this Contract if Subscriber: (a) fails to pay any installation charge, (b) fails to pay any monitoring or service charge, (c) willfully or negligently causes repeated false alarms, (d) cancels this Contract without cause before the end of its term, or (e) fails to perform any other obligations under this Contract.

B. Company's Remedy Upon Default.

i. Terminate Contract. If Subscriber defaults, Company may terminate this Contract ten (10) days after written notice of default if Subscriber has not cleared the default by that date.

ii. Damages. If Subscriber defaults, Subscriber shall pay Company any money due for any product or services provided prior to default. Additionally, Subscriber shall pay an amount equal to 60% of the remaining monitoring and or Extended Service Plan fees, plus any other damages to which Company may be entitled under applicable law.

iii. Costs. In the event either Party resorts to legal action to enforce the terms and provisions of this Agreement, or as a result of any breach under this Agreement, the prevailing Party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorneys' fees, arbitration fees, prejudgment interest, and any other reasonable and related expenses of collection.

6. Changes: Any alteration or deviation from the specified work involving extra costs, will be executed only upon written orders, and will become an extra charge. The cost of any changes to the scope of work described herein made at the request of or made necessary or required by Subscriber's action, or which may be required by any governmental agency or insurance interest or inspection and rating bureaus are to be borne solely by Subscriber. SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY AT AN ADDITIONAL COST TO SUBSCRIBER. All risk of loss or damage to the system shall be borne exclusively by Subscriber.

7. Renewal: Either party may cancel this agreement by written notice within 30 days of the expiration date. If neither party exercises this option, the agreement will automatically renew for the original term, with no further writing.

8. Fee Increases: The rates set forth in this Contract do not include taxes. Taxes will not be applied if a current tax exempt certificate is provided by Subscriber. Company shall have the right, at any time during the term of this Contract, to increase the service charges to reflect any additional taxes, fees or charges relating to the services we provide under this Contract which may be imposed on Company by any utility or government agency and Subscriber agrees to pay the same. After one (1) year, rates are also subject to adjustment to a rate reflecting the annual percentage increase in the official U.S. Government Cost of Living Index to the nearest even dollar amount.

9. External Services: Any fines levied by a municipality or government agency regarding false alarms shall be the sole responsibility of the Subscriber. Additional fees levied by monitoring agency for any reason, including but not limited to those caused by runaway dialers, runner services, etc. shall be the sole responsibility of Subscriber. Such fees shall be added to the service charges or billed to Subscriber directly by the appropriate agency.

10. COMPANY'S LIMITS OF LIABILITY:

A. Limitation of Damages. IT IS UNDERSTOOD AND AGREED THAT THE COMPANY IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER. The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that the Company assume responsibility for any loss or damage sustained through burglary, theft, robbery, fire, or other cause, or that there exists or shall exist any liability on the part of the company by virtue of this Contract. Notwithstanding these provisions, if there should arise any liability on the part of Company, such liability is and shall be limited to a sum equal to the service charge for a period of six (6) months or \$500.00 whichever is less, which sum is liquidated damages and not a penalty. In the event that Subscriber wishes Company to assume greater liability, Subscriber may obtain from Company a higher limit by paying an additional amount proportioned to the responsibility and a rider shall be attached to this Contract, setting forth the additional liability of Company and the additional charges. However, any such additional obligation does not make Company an insurer.

B. Interruption of Service. The Company shall not be liable for any damage or loss sustained by Subscriber as a result of any delay in service or installation of equipment, equipment failure, or interruption of service due to electric failures, strikes, war, acts of God, or other causes, including the Company's negligence in the performance of this Contract. The estimated date that work is to be substantially completed is not a definite completion date and time is not of the essence.

C. Disclaimer of Warranties. Company does not represent or warrant that the system may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges and agrees that Company has made no representations or warranties, expressed or implied, as to any matter whatsoever including without limitation the condition of equipment, its merchantability or its fitness for any particular purpose; nor has Subscriber relied on any representations or warranties, expressed or implied, that any affirmation of fact or promise shall not be deemed to create an express warranty and that there are no warranties which extend beyond the face of this Contract; that Company is not an insurer; that Subscriber assumes all risk of loss or damage to Subscriber's premises or the contents thereof; and that Subscriber has read and understands all of this Contract, particularly paragraph ten (10) which sets forth Company's maximum liability in the event of any loss or damage to Subscriber or anyone else.

11. Third Party Indemnification: In the event any person, not a party to this Contract, shall make any claim or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Contract, including but not limited to the design, installation, maintenance, monitoring, operation, or any failure of the alarm system to operate properly, Subscriber agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees to the extent caused by Subscriber. The parties agree that there are no third party beneficiaries of this Contract. Subscriber, for itself and any of its insurance carriers waives any right of subrogation Subscriber's insurance carriers may have against the Company or any of its subcontractors, subject to the advice of Subscriber's counsel.

12. Assignment: Company shall have the right to assign this Contract without notice to Subscriber and shall have the further right to subcontract any services which it may perform. Company shall inform Subscriber when services are subcontracted and shall maintain current proof of subcontractor's state license, general insurance, and workers compensation coverage. Subscriber acknowledges that this Contract, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages and third party indemnification, inure to the benefit of, and are applicable to any subcontractors employed by Company to provide monitoring, maintenance, installation or service of the system(s) and they bind Subscriber to said subcontractors with the same force and effect as they bind Subscriber to Company.

13. Severability: In the event any of the terms or provisions of this Contract shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

14. Notices: All notices to be given hereunder shall be in writing and may be served via any method of communication which generates delivery confirmation.

initials

EXHIBIT 10

AGENDA

SOLITUDE

LAKE MANAGEMENT



Concord Station CDD (Wellington 15 - 33) Waterway Inspection Report

Reason for Inspection: Monthly required

Inspection Date: 2024-03-08

Prepared for:

Larry Krause, District Manager
Breeze Home
1540 International Parkway, Suite 2000
Lake Mary, FL 32746

Prepared by:

Nick Margo, Aquatic Biologist

Wesley Chapel Field Office
SOLITUDELAKEMANAGEMENT.COM
888.480.LAKE (5253)

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Site: W15/17

Comments:

Site looks good
The site is clear of any debris or vegetation.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: W16

Comments:

Site looks good
The site is in good condition with some exposed bank but no noted algae and minimal nuisance, shoreline weeds.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: W17

Comments:

Normal growth observed
Salvinia washed into the site since water was reintroduced. This will require an herbicide treatment for control although the site isn't larger than 10' in diameter.



Action Required:

Routine maintenance next visit

Target:

Floating Weeds

Site: W18

Comments:

Site looks good

The site is in good condition with no noted algae, good water clarity and minimal nuisance, shoreline weeds.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: W20

Comments:

Site looks good

The site is in good condition with no algae and no other issues. The few stands of arrowhead along the perimeter look good.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: W21

Comments:

Site looks good

The site has no algae or other nuisance species. The stands of arrowhead along this site look good as well.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: W22

Comments:

Site looks good

The site has no issues. There is no algae, the water clarity is good and there is minimal nuisance, shoreline weeds.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: W24

Comments:

Treatment in progress

The site had been dry for a few months. The grow is seasonal from water being reintroduced recently.



Action Required:

Routine maintenance next visit

Target:

Shoreline weeds

Site: W25

Comments:

Treatment in progress

The site was recently treated for some seasonal fleabane. We haven't seen water in this entire site like this is years. Very good.



Action Required:

Routine maintenance next visit

Target:

Shoreline weeds

Site: W26

Comments:

Site looks good

The site is in good condition with no noted algae and minimal nuisance, shoreline weeds, specifically in the shelf area.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: W27

Comments:

Site looks good

The site remains in good condition with no algae or shoreline weeds noted. The clarity is good as well.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: W28

Comments:

Site looks good

We recently pushed the vegetation back from the structure so there is a little decay but otherwise looks good.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: W29

Comments:

Site looks good

The site contains no nuisance growth and remains in good condition.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: W30

Comments:

Site looks good

We recently pushed the vegetation back from the flow structure so there is some decay but overall in good condition.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: W31

Comments:

Site looks good

The site has more water in it than it did during the wet season but remains in good condition with no noted algae and no noted nuisance vegetation.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: W32

Comments:

Site looks good

The site is in good condition with excellent water clarity and no noted algae or nuisance vegetation.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: W33

Comments:

Site looks good

The site has minimal algae and minimal nuisance submersed weeds. There's some fragrant water lily growing for aesthetics.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site:

Comments:

Action Required:

Target:

Site:

Comments:

Action Required:

Target:

Management Summary

We have very few issues in the second half of Wellington going into the typical dry season.

Most of the sites are at or near the high watermark due to an abundance of rain this winter. We should see them drop over time if more rain doesn't come.

There was no algae noted in any of the sites.

There was some floating salvinia in one of the small sump sites, but no submersed or floating weeds noted anywhere else.

The only site with seasonal, shoreline vegetation, sites W24 & W25, have already been sprayed and decay should be evident in 7 to 14 days.

Thank you For Choosing SOLitude Lake Management!

Site	Comments	Target	Action Required
W15/1'	Site looks good	Species non-specific	Routine maintenance next visit
W16	Site looks good	Species non-specific	Routine maintenance next visit
W18	Normal growth observed	Floating Weeds	Routine maintenance next visit
W20	Site looks good	Species non-specific	Routine maintenance next visit
W21	Site looks good	Species non-specific	Routine maintenance next visit
W22	Site looks good	Species non-specific	Routine maintenance next visit
W23	Site looks good	Species non-specific	Routine maintenance next visit
W24	Treatment in progress	Shoreline weeds	Routine maintenance next visit
W25	Treatment in progress	Shoreline weeds	Routine maintenance next visit
W26	Site looks good	Species non-specific	Routine maintenance next visit
W27	Site looks good	Species non-specific	Routine maintenance next visit
W28	Site looks good	Species non-specific	Routine maintenance next visit
W29	Site looks good	Species non-specific	Routine maintenance next visit
W30	Site looks good	Species non-specific	Routine maintenance next visit
W31	Site looks good	Species non-specific	Routine maintenance next visit
W32	Site looks good	Species non-specific	Routine maintenance next visit
W33	Site looks good	Species non-specific	Routine maintenance next visit

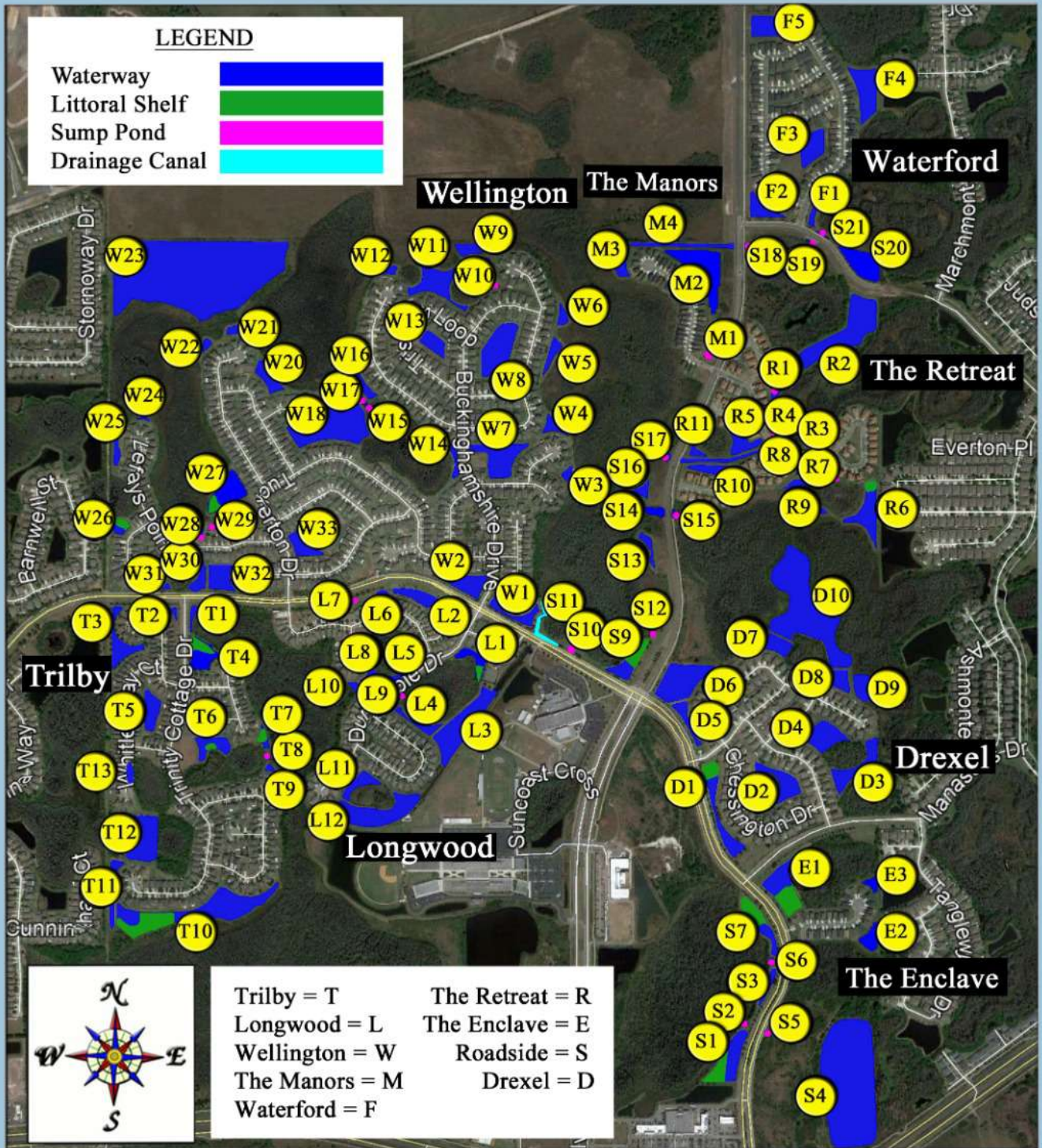
SOLITUDE
LAKE MANAGEMENT
A Rentokil Company
Restoring Balance. Enhancing Beauty.

Concord Station CDD
Land O' Lakes, Florida

Call 888.480.LAKE

LEGEND

- Waterway
- Littoral Shelf
- Sump Pond
- Drainage Canal



PCB 1/2020



Work Order 00525306
 Work Order 00525306
 Number
 Created Date 3/12/2024

Account Concord Station CDD
 Contact Darryl Adams
 Address 18636 Mentmore Blvd
 Land O Lakes, FL 34638

Work Details

Specialist -Treated shoreline weeds: L1 thru L11 Prepared By NICK MARGO
 Comments to Customer
 Customer Thank You For Choosing SOLitude!

Work Order Assets

Asset	Status	Product Work Type
Lake-All	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Lake-All	LITTORAL SHELF	
Lake-All	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake-All	DYE APPLICATION	
Lake-All	SHORELINE WEED CONTROL	
Lake-All	LAKE WEED CONTROL	
Lake-All	ALGAE CONTROL	
Lake-All		



Work Order 00531796
 Work Order 00531796
 Number
 Created Date 3/13/2024

Account Concord Station CDD
 Contact Larry Krause
 Address 18636 Mentmore Blvd
 Land O Lakes, FL 34638

Work Details

Specialist -Treated Algae: S9, W25 & W33
 Comments to Customer -Treated shoreline weeds: S1 thru S21
 Prepared By NICK MARGO

Work Order Assets

Asset	Status	Product Work Type
Lake-All	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Lake-All	LITTORAL SHELF	
Lake-All	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake-All	DYE APPLICATION	
Lake-All	SHORELINE WEED CONTROL	
Lake-All	LAKE WEED CONTROL	
Lake-All	ALGAE CONTROL	
Lake-All		



Work Order 00533205
Work Order 00533205
Number
Created Date 3/13/2024

Account Concord Station CDD
Contact Larry Krause
Address 18636 Mentmore Blvd
Land O Lakes, FL 34638

Work Details

Specialist Treated cattail and primrose regrowth in R3
Comments to Prepared By NICK MARGO
Customer Thank You For Choosing SOLitude!

Work Order Assets

Asset	Status	Product Work Type
Wetland-ALL	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Wetland-ALL	INVASIVES CONTROL	
Wetland-ALL		



Work Order 00537027
 Work Order 00537027
 Number
 Created Date 3/14/2024

Account Concord Station CDD
 Contact Larry Krause
 Address 18636 Mentmore Blvd
 Land O Lakes, FL 34638

Work Details

Specialist -Treated Algae: W2, L4 & L5
 Comments to -Treated Floating weeds: L2
 Customer -Treated shoreline weeds: D1 thru D10
 Prepared By NICK MARGO

Thank You For Choosing SOLitude!

Work Order Assets

Asset	Status	Product Work Type
Lake-All	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Lake-All	LITTORAL SHELF	
Lake-All	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake-All	DYE APPLICATION	
Lake-All	SHORELINE WEED CONTROL	
Lake-All	LAKE WEED CONTROL	
Lake-All	ALGAE CONTROL	
Lake-All		



Work Order 00538021
 Work Order 00538021
 Number
 Created Date 3/13/2024

Account Concord Station CDD
 Contact Larry Krause
 Address 18636 Mentmore Blvd
 Land O Lakes, FL 34638

Work Details

Specialist -Treated accessible MT areas in Wellington,
 Comments to Drexel
 Customer And Longwood
 Prepared By NICK MARGO

Work Order Assets

Asset	Status	Product Work Type
Mt-ALL (4xMonth)	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Mt-ALL (4xMonth)	INVASIVES CONTROL	
Mt-ALL (4xMonth)		



Work Order 00543362
 Work Order Number 00543362
 Created Date 3/18/2024

Account Concord Station CDD
 Contact Larry Krause
 Address 18636 Mentmore Blvd
 Land O Lakes, FL 34638

Work Details

Specialist -Treated Algae: M2 Prepared By NICK MARGO
 Comments to Customer -Treated shoreline weeds: M1 thru M4; F1 thru F5; R1 thru R11

Thank You For Choosing SOLitude!

Work Order Assets

Asset	Status	Product Work Type
Lake-All	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Lake-All	LITTORAL SHELF	
Lake-All	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake-All	DYE APPLICATION	
Lake-All	SHORELINE WEED CONTROL	
Lake-All	LAKE WEED CONTROL	
Lake-All	ALGAE CONTROL	
Lake-All		



Work Order 00551551
Work Order 00551551
Number
Created Date 3/18/2024

Account Concord Station CDD
Contact Larry Krause
Address 18636 Mentmore Blvd
Land O Lakes, FL 34638

Work Details

Specialist -Treated wetlands: R1, R2, EA1, EA2 & C2 Prepared By NICK MARGO
Comments to Customer
Customer Thank You For Choosing SOLitude!

Work Order Assets

Asset	Status	Product Work Type
Wetland-ALL	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Wetland-ALL	INVASIVES CONTROL	
Wetland-ALL		



Work Order 00555113
 Work Order 00555113
 Number
 Created Date 3/18/2024

Account Concord Station CDD
 Contact Larry Krause
 Address 18636 Mentmore Blvd
 Land O Lakes, FL 34638

Work Details

Specialist -Treated accessible MT sites in The Retreat, The Manors and Waterford
 Comments to Customer
 Prepared By NICK MARGO
 Thank You For Choosing SOLitude!

Work Order Assets

Asset	Status	Product Work Type
Mt-ALL (4xMonth)	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Mt-ALL (4xMonth)	INVASIVES CONTROL	
Mt-ALL (4xMonth)		



Work Order 00547799
 Work Order 00547799
 Number
 Created Date 3/25/2024

Account Concord Station CDD
 Contact Larry Krause
 Address 18636 Mentmore Blvd
 Land O Lakes, FL 34638

Work Details

Specialist -Treated shoreline weeds: W1 thru W15 Prepared By NICK MARGO
 Comments to Customer
 Customer Thank You For Choosing SOLitude!

Work Order Assets

Asset	Status	Product Work Type
Lake-All	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Lake-All	LITTORAL SHELF	
Lake-All	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake-All	DYE APPLICATION	
Lake-All	SHORELINE WEED CONTROL	
Lake-All	LAKE WEED CONTROL	
Lake-All	ALGAE CONTROL	
Lake-All		



Work Order 00551498
 Work Order Number 00551498
 Created Date 3/26/2024

Account Concord Station CDD
 Contact Larry Krause
 Address 18636 Mentmore Blvd
 Land O Lakes, FL 34638

Work Details

Specialist -Treated Algae: T1, T2, T4 & T5
 Comments to Customer -Treated shoreline weeds: T1 thru T13
 Prepared By NICK MARGO
 Thank You For Choosing SOLitude!

Work Order Assets

Asset	Status	Product Work Type
Lake-All	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Lake-All	LITTORAL SHELF	
Lake-All	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake-All	DYE APPLICATION	
Lake-All	SHORELINE WEED CONTROL	
Lake-All	LAKE WEED CONTROL	
Lake-All	ALGAE CONTROL	
Lake-All		



Work Order 00555136
 Work Order 00555136
 Number
 Created Date 3/28/2024

Account Concord Station CDD
 Contact Larry Krause
 Address 18636 Mentmore Blvd
 Land O Lakes, FL 34638

Work Details

Specialist -Treated shoreline weeds: W16 thru W33 Prepared By NICK MARGO
 Comments to Customer Thank You For Choosing SOLitude!

Work Order Assets

Asset	Status	Product Work Type
Lake-All	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Lake-All	LITTORAL SHELF	
Lake-All	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake-All	DYE APPLICATION	
Lake-All	SHORELINE WEED CONTROL	
Lake-All	LAKE WEED CONTROL	
Lake-All	ALGAE CONTROL	
Lake-All		

EXHIBIT 11

AGENDA

SERVICES CONTRACT

CUSTOMER NAME: Concord Station CDD - Acct # 5466

SUBMITTED TO: Larry Krause

CONTRACT EFFECTIVE DATE: April 1, 2024, through March 31, 2025

SUBMITTED BY: Camila Morao

SERVICES: Annual Maintenance Service Renewal for One Hundred Eight (108) Waterways, Sites 2 through 23 and 25 through 56 and 58 through 111 (88,475 total linear feet perimeter). Lab Services for Four (4) Lakes. Maintenance for Thirty Nine (39) Wetland Buffers (26.48 Acres)

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 **\$110,676.00**. SOLitude shall invoice Customer the total of **\$9,223.00 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 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. 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.

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, the 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 will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a six percent (6%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
6. 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.
7. 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.
8. 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.
9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

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10. 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.

11. 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.

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

13. 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.

14. 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.

Customers 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. Oftentimes 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

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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 SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Concord Station CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed 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 - SERVICES

Aquatic Weed Control:

1. Pond(s) will be inspected on a **seven (7) times per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(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 pond(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 pond 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.

Pond Algae Control:

1. Pond(s) will be inspected on a **seven (7) times per month** basis.
2. Any algae found in the pond(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.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on an **as needed** basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Trash Removal:

1. Trash will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during

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the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Water Quality Testing:

1. Pond water samples will be taken and tested **one (1) time per year on 4 (four)** sites to be determined by SOLitude Lake Management for the following parameters:
 - **Standard Lake Assessment:** Water Column Profile with DO, Temperature, (2) pH, Depth, Secchi with (2) Total Phosphorus, (2) Total Nitrogen, (2) Nitrogen Ammonia
1. 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.
2. Any data collected that needs immediate action to resolve an issue will be brought to the Customer's attention at once.

Wetland Management: (39) Wetland Buffers (26.48 Acres)

1. Wetland Buffers will be inspected on a **four (4) times per month** basis.
2. The treatment out up to 15 feet 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 service report detailing all of the work performed as part of this contract after each visit.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

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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 prescriptive site-specific water quality management 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 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 furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

EXHIBIT 12

AGENDA

From: Christiaan Van Helden

To: Larry Krause <larry@breezehome.com>

Subject: RE: Concord Station CDD - Landscaping Issues 2

Going forward we are on a every week mow schedule. Ponds are still biweekly except for the ponds attached to common areas. Need to make sure that is out there. If you can see it & it is part of the common area or the Blvd it will be mowed weekly. The rest will still be biweekly until May 1st. Then those will go weekly. As far as the area in question we have not been there since we last serviced 2 weeks ago. So yes it will look tall. Here is the break down-

Tuesday – Sunlake Blvd to Mentmore then east on Mentmore towards Publix /Common areas in these areas included

Wednesday – Mentmore Blvd West toward Ballantrae to include going south on Trilium / Common areas in these areas included

Thursday – The rest of the common areas & detailing the community

Please ask the residents to hold all complaints until Friday afternoon. This schedule is dependent on the weather. There will be rain delays & rather than seeming as if we did not service an area it is easier to make sure the community has the schedule. If on Tuesday something is too wet or too soft & we wait till Thursday or Friday to return to service when it is drier.

Christiaan Van Helden, Account Manager
Yellowstone Landscape – Tampa North
30319 Commerce Drive
San Antonio, FL 33576

EXHIBIT 13

AGENDA

ILLUMINATIONS HOLIDAY LIGHTING

Proposal

8606 Herons Cove Pl
 Tampa, FL 33647
 Tim Gay

(813) 334-4827

TO:

Concord Station CDD
 1540 International Parkway; Suite 2000
 Lake Mary, FL 32746

JOB DESCRIPTION
Concord Station Holiday Lighting Proposal Enclave, Drexel, Drexel, 2 x Concord Entrance monuments, The Retreat, Manors, Waterford, Wellington, Wellington, Trilby Longwood, Longwood

ITEMIZED ESTIMATE: TIME AND MATERIALS	AMOUNT
Community Entrances The below details pertains to an estimated 13 entrances throughout the community Per Entrance Sign: Install Clear C9s on trellis (top of entrance sign) Install 4 x 36" Wreaths with lights and bows on each monument column Note: some signs are single sided and will only take 2 or possible 1 wreath. Install clear C9s outlining the signage for each entrance Install green LED lights in shrubs below each entrance sign	\$13,000.00
Clock Tower Install clear C9s outlining roof line of top two level of Clock tower Install 60" wreath with lights and bow on front side of Clock tower Install clear mini lights on trunks and green lights accenting first layer of palm fronds in 6 palm trees in center median past Clock Tower add'l trees Note: other options for palm trees are available if approved.	\$1,500.00 \$1,800.00 \$350 per
Clubhouse Install Clear C9s outlining the outer edge of the clubhouse (sides and front) Install 48" wreath with lights and bows over front peak	\$1,500.00
OPTION Install permanent track lighting on 2 sides and front of clubhouse Requires 50% Deposit	\$13,500.00
TOTAL ESTIMATED JOB COST	\$17,800.00

- * Price includes rental of materials, labor, installation and service.
- * Price includes removal of all materials.
- * Assumes adequate power available. If additional power needed Concord Station CDD community responsible for providing.
- * Remaining balance of project due upon receipt of invoice after installation.
- * Removal process begins after New Years Day. It can take up to a week or more for completion. Power can be turned off in the interim.

*** NOTE: OPTIONS LISTED ABOVE IS NOT INCLUDED IN TOTAL ESTIMATED JOB COST**

Tim Gay

 PREPARED BY

4/8/2024

 DATE

 AUTHORIZED SIGNATURE FOR CONCORD STATION CDD

 DATE

CONFIDENTIAL - This message is sent on behalf of Illuminations Holiday Lighting and is intended for authorized personnel and Board Members of Concord Station CDD only. As the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

EXHIBIT 14

AGENDA

Concord Station Holiday Lighting Pricing Matrix 2024

Base Installation	Current	3 Year Terms	5 Year Terms
Decoration Area and Description			
Entrances	\$13,000	\$13,000	\$13,000
Clock Tower	\$1,500	\$1,500	\$1,500
Clock Tower - Palm Trees	\$1,800	\$1,800	\$1,800
Clubhouse	\$1,500	\$0	\$0
Clubhouse - Option 1		\$13,500	\$13,500
Total	\$17,800		
3 Year Contract (Base Install plus Option cost spread over 3 years)		\$20,800	
5 Year Contract (Base Install plus Option cost spread over 5 years)			\$19,000
Optional Features:			
Option 1: Clubhouse Track Lighting	\$13,500		
Total (Options)	\$13,500		

EXHIBIT 15

AGENDA



FLORIDA INSURANCE ALLIANCE



Concord Station Community Development District

Date of Visit: Tuesday, March 12, 2024, at 10:00 AM

District Manager: Larry Krause, Larry@breezehome.com

Address: 18636 Mentmore Blvd., Land O'Lakes FL 34638

Egis Attendees: Brett Crecco, Loss Control Consultant

Visit Overview & District Summary

The purpose of the visit on the above referenced date was to allow our team to gain a better understanding of the Concord Station Community Development District which consists of approximately 999 acres and includes 90 ponds. District owned amenities include a pool house with restrooms and pool, splash pad, fitness center, playground, basketball courts, tennis courts, volleyball court, and maintenance shed. Additional district owned property includes entry features, pool equipment, pond fountain, pond aerators, well, sidewalks, monuments, and fencing.

The visit also allowed us to support the district's loss control efforts by identifying any hazards that could lead to accidents and claims and discuss recommendations to remediate any loss producing conditions. Those recommendations are included in this letter. While we did not have the opportunity to observe all areas owned and/or maintained by the district, we feel that the areas we were able to observe are representative of the general condition of the property.

Strengths

Strengths highlight some of the existing risk mitigation strategies in place. Consistent application is important to the District's overall risk management program.

- CCTV camera system monitors areas in and around the pool area.
- Fire extinguishers have updated annual inspection tags.
- Restrooms have slip/fall warning signs.

Critical Recommendations



Critical recommendations are associated with exposures and hazards that can represent a significant danger or risk warranting immediate attention. While follow-up for all recommendations is encouraged, items in the critical category may require documented resolution (i.e. photos) and review by FIA's Risk Services team if indicated in the recommendation description.



- No critical recommendations at this time.

Important Recommendations

Important recommendations are provided to address exposures that if not corrected, have the potential to result in moderate injury or property/liability losses. Some of these recommendations have been proposed from prior visits.

- Pool Chair Lift
 - Access to Chemicals
 - Pool Signage
 - Fitness Equipment
 - Fitness Center Signage
- Tennis Courts
 - Playground Entry
 - Playground Equipment
 - Benches
 - Basketball Court
- Lobby
 - Gas Cans
 - Soccer Goals
 - Field Benches
 - Field Maintenance

<p>Pool Chair Lift – The seat restraint for the chair lift is missing the other half of restraint belt and may cause a user to slip off the seat during transfer and potentially fall, causing injury.</p>	<p>Please consider obtaining a new seat restraint and inspect at least monthly.</p>
	

<p>Access to Chemicals – Patrons who rent the facility (and children) have access to the cabinets under the sink which contain chemicals that may cause serious injuries if inhaled or ingested.</p>	<p>Please examine this area and consider putting keyed locks or child-proof locks on these cabinets. Another alternative is to always store all chemicals in a locked closet or cabinet.</p>
	

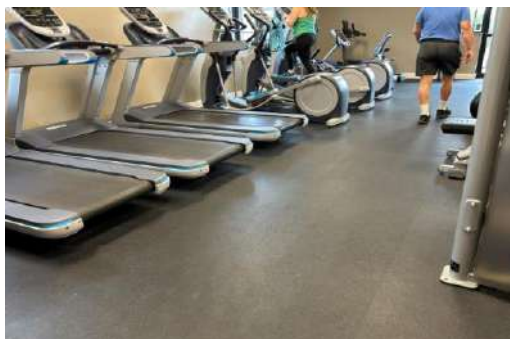
Pool Signage – The current pool signage does not warn parents and guardians of “No Lifeguard on Duty” at pool entrances or inside the pool area.

A best practice is to post signage warning parents and guardians of “No Lifeguard on Duty” before entering the pool area as well as inside this area.



Fitness Equipment – Fitness treadmills do not have adequate space around them and may cause injury if a patron is thrown from a treadmill or trying to enter/exit a treadmill from the side.

ASTM F2115-19 provides for an industry standard of 2 meters or 79” clearance behind all treadmills however most cited best practices call for 6 feet of clearance and approximately 2 feet clearance on each side. Check with the treadmill manufacturer requirements for guidance.



In the event of a conflict between manufacturers’ recommendations and the ASTM standard, the greater recommended distance behind a treadmill should probably be followed since it would represent the most prudent approach for creating an obstruction free zone in the space behind a treadmill.

Fitness Center Signage – Although the fitness center does have a sign regarding minimum age requirements, do not drop weights, and wiping equipment, other information should be conveyed to patrons.

Below are examples of Fitness Center Rules that the district may wish to use to form their own signage. “Use at Your Own Risk”, food, alcohol, glass containers, proper footwear or attire, reporting damaged equipment, etc.



Tennis Courts – No signage was found regarding the rules for using the tennis courts.

Best practices include providing signage to inform users of rules, warnings, and access. Examples listed below to help the district develop signage.



Playground Entry - The playground entry gate's magnetic lock is not working which may allow non-residents to enter or children to enter without adult supervision. Two gates impacted.

Please consider repairing the magnetic lock or find a suitable replacement locking system to prevent entry by unauthorized or unaccompanied children for both primary gates.



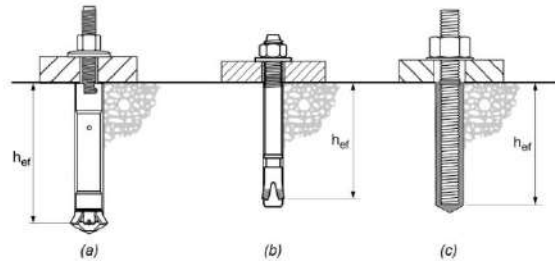
Playground Equipment – The musical instrument playground equipment is too close to the fence and may not allow sufficient spacing for play without injury.

Generally, each piece of play equipment's "use zone" is at least 6 feet, depending on its usage. This area shown below is about 3 feet from the protruding drum to the fence. Consider having the equipment relocated so there is at least 6 feet of use zone in all directions. Please review the attached playground handout for other useful tips and maintenance practices.



Benches – The benches outside the basketball courts are not permanently installed or anchored to the concrete pad. The benches may tip over if patrons do not sit on them correctly.

Please consider anchoring the benches to the concrete pads using proper hardware so that they will not tip over, even if used incorrectly. Various anchor types available.



(a) Undercut anchor; (b) Expansion anchor; (c) Adhesive anchor with threaded rod

Basketball Court – The basketball court appears to get heavy usage yet there are no signs posted for acceptable use, rules, hours of operation, etc.

Please consider signage that establishes acceptable use, hours of operation, rules, etc. Samples listed below. Also consider installing padded pole wraps on the goals to minimize collision injuries.



Lobby – The electrical outlet in the middle of the lobby floor presents a trip hazard, protruding taller than ¼” above the floor surface. Patrons may trip and fall in this heavily traveled area.

Please consider having the protruding electrical cover replaced with a flush mount cover. In the interim, placing the lobby table over the electrical box will prevent traffic.





Gas Cans – Some of the gas cans found in the maintenance shed are plastic, residential use cans and are not made for commercial use.

Please consider converting over to metal safety cans for all types of gasoline storage. Metal safety cans are designed for commercial use.



<p>Soccer goals – The soccer goals found in the district are not commercial quality goals; they are designed for residential use and backyard skills improvement. If a player is injured while using these goals, the district could be liable.</p>	<p>Please consider removing these residential quality goals. If the district chooses to have soccer goals, then commercial quality, anchored goals should be utilized.</p>
	

<p>Field Benches – The benches found near the volleyball courts are weathered, worn and may soon cause injury from splinters and cracks.</p>	<p>Please consider an inspection and maintenance program to inspect, repair, and maintain benches as needed to prevent splinter or pinch injuries.</p>
	

<p>Field Maintenance – The open field areas, often used as a soccer or sports playing fields have holes, depressions, and unevenness that may cause injury.</p>	<p>Please consider an inspection and maintenance program to periodically inspect, fill, grade, and maintain the open field areas as needed to help prevent patron trip and fall injuries.</p>
	

Advisory Recommendations

Advisory recommendations are provided to address exposures that while having the potential for loss, would not normally result in a significant or severe loss. These recommendations are typically provided to share best practices.

- Facility Rentals.

<p>Facility Rentals – The district website contains the Amenity Center Policies wherein facility rental is discussed including the use of alcohol during events.</p>	<p>Please review the attached handout on facility rental best practices with a special focus on alcohol use. Engage district legal counsel in reviewing policies and procedures that best protect the district.</p>
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EXHIBIT 16

AGENDA



Facility Rental Best Practices

Districts often receive requests to make portions of their facilities available for rental use, examples of which could include clubhouse areas, multi-purpose fields, recreational halls, and meeting room spaces. Whether the request comes from residents, the general public, or other organizations, the risk of loss or harm stemming from rental use of your premises warrants thoughtful consideration. Taking into account the development of rules and policies, criteria for use, along with risk transfer mechanisms such as contracts, leases and insurance is important in helping to protect your district.

This guide is intended to help outline the steps needed to prevent or limit exposure to your district regarding public use of facilities.

Assessing and Controlling Facility Rental Risk

Deciding who can rent your facility, when, for how long, and for what purposes is ultimately up to the discretion of the district. Developing criteria that can be used consistently to assess and control the risk of each event or rental is the first step in protecting the district. Consider the following to aid in developing your criteria:

Size of the event: Although the size of an event as a sole factor may not help determine whether the event is high risk, size should be used in conjunction with other factors to determine whether the larger number of attendees will present additional concerns. Consider whether this event is docile in nature or might generate excitement & activity. Larger crowds could also be difficult for the host to monitor if there are limited resources. Typically, an increase in attendees does increase risk.

Location of the event space: The proposed event and associated activities should be able to be held safely in the available space. Areas included and excluded in the rental should be clear in policies and agreements. Many times, event spaces are located near another district amenity, such as a pool. It will be important to clarify that the rental includes solely the specified space to reduce the likelihood of misusing other areas that may be accessible.

Advertisement of the event: Advertised events will most likely draw a larger crowd. Having the host obtain separate special events coverage for the event may be warranted. For very small low-risk events with controlled attendance and no other concerning risk factors, the district might consider waiving the insurance requirements.

Type of host: If the host is a legally established entity such as a nonprofit or a corporation, there should already be separate coverage in place for their group's interests. The Risk Transfer Basics section below includes additional information on what to request from such entities. Conversely, if the host is an individual and the event/gathering will be small, this may be an example where the district agrees to waive the insurance requirements.

Alcohol use: Alcohol consumption on district property can be a significant risk exposure and may warrant additional coverage. It's important to note that most general liability policies only include coverage for what's commonly referred to as the "host liquor" exposure, which is intended to pay for

expenses resulting from third party injuries or property damage only if the alcohol was not sold. An example of this can be “BYOB” events which are becoming more popular and are great candidates for special event insurance policies. BYOB should be defined as beverages for personal consumption and use. If alcohol is served by a contracted bartender or catering company, such vendors should always have their own coverage in place and present an opportunity to transfer associated risks away from the district. All facility users should also agree to fully comply with all state and local laws and ordinances concerning the service and consumption of alcoholic beverages. The requirement for additional coverage or risk control measures should be at the discretion of the district after evaluating the size and scope of the event. To assist with alcohol related controls, we have included a sample alcohol matrix below that can be referenced as districts develop their own requirements.

	BYOB Patrons and/or Guests (Rental Events)	Served Patrons and/or Guests (Club and Rental Events)	Sold Patrons and/or Guests (Club and Rental Events)
Permitted	Yes	Yes, but only if a licensed bartender /caterer is hired	Yes, but only if a licensed bartender/caterer is hired
Insurance	Homeowner’s Insurance Rider/Endorsement providing special event coverage that include liquor; or hiring of appropriate party staffing with general and liquor liability coverage.	Event liability insurance: <ul style="list-style-type: none"> • \$250,000 property damage; • \$1,000,000 personal injury, • Alcohol endorsement • District named as additional insured 	Event liability insurance: <ul style="list-style-type: none"> • \$250,000 property damage; • \$1,000,000 personal injury, • Alcohol endorsement • District named as additional insured
Admission Fee Permitted	No	Admission fee only for District sponsored events w/District approval	Admission fee only for District sponsored events w/District approval

Risk Transfer Basics

Proper and consistent risk transfer procedures can help protect your district from loss exposures and transfer the risk back to the user of the facility. The user is most likely to cause and prevent damages and therefore should be held responsible should an incident occur. It is also important to remember that **vendors and contractors** that are hired by the facility user can also present an exposure that can be transferred away from your district. All rental and lease agreements, long term and short term should include requirements for the following:

Certificates of Insurance (COI)

A COI from the lessee's (and associated vendors) insurance provider serves as evidence of what current insurance they have in place. This helps ensure that their insurance policy will respond first in the event of an incident. COIs should be obtained for all users, regardless if a fee is charged or not for use of your facility.

Verify the COI contains the following:

- The appropriate type(s) of coverage (typically General liability and in some cases Workers Compensation) Other coverages may be needed based on the type and scope of the agreement.

- Vendors providing alcohol should have liquor liability coverage naming the district as an additional insured as mentioned below.
- Has adequate policy limits (at least \$1m per occurrence and \$2m in aggregate)
- Policy Period is adequate. Make sure it does not expire during the lease period and that they are required to notify you of any changes to the policy within 30 days.
- Names your district as an additional insured on a primary and non-contributory basis, meaning that the user's insurance responds for loss or injury that is a result of their activities before any other insurance or self-insurance, including any deductible maintained by or provided to the district.

Hold Harmless Agreements

Hold Harmless Agreements or Indemnification Agreements, while separate from a COI, go hand in hand and should be included in all facility use agreements. Hold Harmless Agreements help ensure that the user understands and accepts their obligations and to protect you from losses arising from or in connection with their actions. Such agreements and language should be drafted and approved by district counsel.

Additional Considerations for Facility Rentals

Develop a standard rental agreement - Work with counsel to develop a standard agreement that includes the Certificate of Insurance and Hold Harmless provisions outlined above. This agreement should be reviewed by counsel at least annually to ensure it meets any recent changes in law.

Facilities Use Coordinator- Determine which department or staff will be responsible for coordinating the rental process. It is recommended that this process be centralized so that insurance requirements, waivers, etc., are being collected consistently.

Create a standard facility use request form- By using a standard form for all facility use requests, it helps the coordinator to create a consistent process that all potential users must follow. This helps to ensure that there are no surprises or unplanned events. The form should include the name of the individual or organization responsible for supervising the event, how many people will be using the space, what the space will be used for, which spaces are restricted, who can setup furnishings, etc. You can also outline the insurance requirements on the form so that the user is aware ahead of time. This will allow the district to evaluate the risks of the event before entering into a formal agreement.

Evaluate existing procedures- Make a list of each facility, multi-purpose field, park space, etc. where you currently lease, rent or make available that space for public use. If you are a larger district with many spaces available for use, then consider creating a list by department. Additional or revised rules may need to be implemented for rental use.

Make changes as needed- By creating a list of all current users you can then determine where your gaps in protection may exist and remedy them moving forward.

Exceptions- If your district decides that the user of the space does not pose any significant risk or the

user cannot provide insurance, you should proceed carefully. Only the district manager or other appointee should have the authority to allow users of your space without insurance protections in place.

Maintain a master list- Be sure to maintain a list of all agreements, request forms, and copies of insurance in a file so that it can be accessed in the event of loss.

Sample Waiver and Hold Harmless Agreement for Facility Use

This sample template is for guidance purposes only, to help districts that allow use of their clubhouses, parks, or other facilities for private events to formalize their rental arrangements. Each district should customize this agreement to best suit their needs including input from district counsel. This is intended as a starting point, not a final product.

1. In consideration for receiving permission to use _____, ("the facility") on _____ I hereby release, waive, discharge and covenant not to sue (THE DISTRICT) the, its officers, agents and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while leasing the facility, or while in, on or upon the premises where the rental is being conducted, while in transit to or from the premises, or in any place or places connected with the rental of the facility. User's rights under this Agreement include the use of _____ but do not include _____.

2. User is granted a license to use the Facility for the following event and no other purpose:
_____.

User understands that the district does not warrant or represent that the Facility is safe and suitable for User's purposes. User expressly acknowledges for itself and for all persons who will be utilizing the premises and Facility in connection with User's purposes that the district is providing the premises and Facility on an "as is" basis.

3. I am fully aware of risks and hazards connected with being on the premises and participating in the rental of the facility, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in the rental of the facility, and I hereby elect to voluntarily rent the facility, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, which may be sustained by me, or any loss or damage to property owned by me, as a result of my being a renter of a (THE DISTRICT) facility, whether caused by the negligence of releasees or otherwise.

4. The District shall not provide any protection or supervision for the personal safety or security of any users or Patrons of any District Facilities, Common Areas, or other component of the District Facilities and Common Areas. All users, Patrons, and their guests use such District Facilities and Common Areas at their own risk. All users, Patrons, and their guests are hereby notified and understand and agree that from time-to-time wildlife, including but not limited to: alligators, snakes, ants, bees, wasps, and other stinging or insects (collectively "Wildlife") may inhabit or enter the District Facilities and Common Areas and may pose a threat to persons, pets, and/or property.

4. As a condition of their use of the District Facilities and Common Areas, all users, Patrons, and their guests are hereby notified, and understand and agree, that the District Parties are under no duty to protect against and do

not in any manner warrant or insure against, any death, injury or damage caused any other condition in or upon the District Facilities or Common Areas. All users, Patrons, and their guests entering or using any District Facilities and Common Areas do so at their own risk.

5. The sale, possession, consumption, and use of alcoholic beverages in conjunction with the Event are permitted as contained herein; or not permitted as marked below:

Permitted _____ Not Permitted _____ User acknowledgment (initials) _____

User understands that the sale, possession, consumption, and use of alcoholic beverages in the Facility are subject to state and federal law, as well as district policies. User and/or User's employees, agents, contractors, licensees, guests, and invitees shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated or are apparently intoxicated. User acknowledges that the district does not condone the irresponsible use of alcoholic beverages. It shall be User's sole responsibility to monitor the use of alcoholic beverages by User's employees, agents, contractors, licensees, guests, and invitees. Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages. This policy also pertains to certain events the District feels should require additional liability coverage on a case by case basis to be reviewed by the Board of Supervisors.

6. I further hereby agree to indemnify and save and hold harmless the visitors, employees, occupants of the district facility, releasees and each of them, from any loss, liability, damage or costs they may incur due to my rental of the facility, whether caused by the negligence of any or all of the visitors, employees, occupants of the facility, releasees, or otherwise.

7. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the abovenamed releasees.

8. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limits of liability beyond any limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other law.

In signing this release, I acknowledge and represent that:

I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed; No oral representation, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same; and Have the approved and legal authority of my organization to sign this document.

In witness whereof, I have hereunto set my hand and seal this ____ day of _____, _____.

Participant Signature: _____

Name Printed: _____

Witness: _____

Witness Name Printed: _____ obtained and kept current.

EXHIBIT 17

AGENDA



Concord Station Clubhouse Amenity Managers Report

18636 Mentmore Blvd. Land O Lakes, FL 34638

Phone: 813-909-4569 • Email: concordstation@breezehome.com

Operations / Administration April, 2024

- Announcement of New Amenity & Lifestyle Manager
- **Square or payment system** for deposits, payments and reimbursements – pending
- **Fob's – only one box remaining; we have not been charging new homeowners, as we still have no way to charge;** square system & diagnostics - pending
- **DC Integrated – diagnostics of current Bosch system completed;** awaiting proposal to be sent to MS.
- **Poop 911 – call Bryan – he didn't pickup last Tuesday, and there are no bags.** Maintenance had to cleanup; but this should be done by service and disposed of properly.
- **Lake Patience fountain continuously tripping;** refer to Michael or Larry
- **Spectrum Enterprise change** of contact and setup VM; pending new Manager voicemail and net system; there is an open ticket to call and setup voice, net & video; 888.812.2591 - Ticket #ENTPOPS-88037
- **Cleaning staff - propose new cleaner(s) and/or part-time housekeeper on staff** - Catherine Bustamante; 813.838.7423 – pending as per March 14th mtg; BOD is reviewing contracts and weighing options on housekeeper or new cleaners.
 - Current cleaners are only cleaning gym 1 a week per conversation, and surface clean and mop.

Beautification Process:

- **Powerwashing** of all exterior furniture, tables - spring cleanup – in process
 - Awaiting hose bibs to be replaced; all inoperable but 1 – in process by maintenance
- **Painting of interior (maintenance) – in process**
 - Walls
 - Trim and doors
- **Painting of exterior (maintenance) – in process**
 - garbage can holders
 - grill
 - picnic tables
 - benches at volleyball courts (2)

Items waiting for supplier updates:

- **Exterior Building Painting** - Joe R. Painting - 813.595.1325; proposal received – pending approval.
- **Conservation Area located at Lefays Point** – received proposal from Poop 911 - cost is \$400 plus \$5 weekly – approved; Bryan ordered on 3/19; delivery and install within the next few weeks - **completed.**

- **Door Signage** – sample & logo emailed to Julie (Girl Scout leader) March 15th – in process.
- **Roly's Vending Services** – picked up old vending machine (3/5), will refurbish and return for added amenity to concord residents. **No costs incurred** - pending
- **Pool Table repair and resurface:**
 - Billiard Man – quote is for \$600 for replacement of felt, leveling, etc. – approved/submitted
 - completed – see attached photo



- **Fitness Logic Company** – maintenance was completed 5/8; awaiting arm part for stepper - complete

Maintenance Pending:

- **Sidewalk Repair - complete**



AFTER:



BEFORE:

Pool Deck Shower: previously approved but vendor was never setup. Three step process, see below:

- Pampering Plumber was called on 2/13 scheduled for 2/27; removed old pipe.
- 2) awaiting proposals from Todd Homes and add'l vendor for concrete – approved but they can't do until latter August.
 - 3/26 - **Joe w/Custom Concrete (727.267.2583 - sub from Barry) looked at sight, and will be sending estimate for Chair 1 to approve upon receipt (\$1,100) – pending**
- 3) Install of new tower by Pampering plumber (Amber) (10 hours estimate) thereafter. The plumber is holding tower until concrete pad is installed.



- **Splash Pad Resurfacing:**
 - Two proposals sent from Pool Decks of Tampa; Craig. 1 for full same colors with logo and 2 with suggested colors and option for less expensive and wear long-term – pending
 - **Water fountains:** Proper chemicals will cleanup – completed by maintenance w/new product
- **Sub-Community Entry Signage:**
 - **The Manors @ Hampstead, Heath Ct and Wellington@ Buckinghamshire** are in disrepair and require reconstruction of Arbor and finish with new paint or stain – quotes for repair of wood pending.
 - **The Enclave @Alexandrea Lee and the Wellington @ Tuckerton** Signs will need to be power washed and then repainted – in-process.

Newsletters/April Calendar :

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
10:00am Zumba 5pm - Girl Scouts	1 10:00am Zumba 4:00pm - Book Dance	2 10:00am Zumba 4:00pm - Book Dance	3 10:00am Zumba 5pm - Girl Scouts	4 5pm - ACC Meeting	5 10:00am Memory Care Mtg 1:00pm Family Game Night	6 10:00am Memory Care Mtg 5pm - Book Dance
10:00am Zumba 10:00am Yoga w/Robert	7 10:00am Zumba 5pm - Girl Scouts CANCELLED	8 10:00am Zumba 4:00pm - Book Dance	9 10:00am Zumba 5pm - Girl Scouts	10 10:00am Zumba 5pm - Girl Scouts	11 5pm - CSD Meeting	12 10:00am Memory Care Mtg 5pm - Book Dance
14 10:00am Zumba 10:00am Yoga w/Robert CANCELLED	15 10:00am Zumba 5pm - Girl Scouts	16 10:00am Zumba 4:00pm - Book Dance	17 10:00am Zumba 5pm - Girl Scouts	18 5pm - ACC Meeting	19 10:00am Memory Care Mtg 1:00pm Family Game Night	20 10:00am Memory Care Mtg 5pm - Book Dance
21 10:00am Zumba 10:00am Yoga w/Robert CANCELLED	22 10:00am Zumba 5pm - Girl Scouts & CPR Training	23 10:00am Zumba 4:00pm - Book Dance	24 10:00am Zumba 5pm - Girl Scouts	25 CANCELLED - 5pm - Fishing Meeting	26 10:00am Memory Care Mtg 1:00pm Family Game Night	27 10:00am Memory Care Mtg 5pm - Book Dance
28 10:00am Zumba 10:00am Yoga w/Robert CANCELLED	29 10:00am Zumba 5pm - Girl Scouts	30 10:00am Zumba 4:00pm - Book Dance				

Events:

Below are current and/or previously approved Groups and Events:

April:

- **April 5th – 1st Friday – Family Games & Fun Night** – venue; Main Event room; snacks, drinks, games, movie on TV provided – 6pm
- **April 5th, 13th and 26th Lenny’s Italian Ice Truck**
- **April 5th – Memorial One Blood Drive for Mason Fox** – 11am
- **April 6th & 7th – Community Garage Sale** (handled by HOA)
- **April 12th – 2nd Friday – Adult Games Night** – venue; Adult games rooms w/snacks, cards, pool table, music provided – 6pm
- **April 19th – 3rd Friday – Food Truck Fridays** provided via Ryan w/All About Food Trucks (COI on file) – 5pm
- **April 26th – 4th Friday – Adult Social** – venue; Main Event Room; sandwiches, snacks, drinks provided (BYOB) – 6pm

May:

- **May 3rd - 1st Friday – Family Games & Fun Night**

- **May 3rd, 18th and 31st Lenny's Italian Ice Truck**
- **May 10th - 2nd Friday – Adult Games Night – BYOB**
- **May 17th - 3rd Friday – Food Truck Fridays – on file through Best Food Trucks**
- **May 24th - 4th Friday – Adult Social Nite, BYOB**
- **May 25th – Memorial Day Pool Party; BBQ Truck, Desserts, Tribute to Veterans – pending (need to secure DJ)**

Current Entertainment Vendors w/COI's on file:

Jane McKee

Jane's World Entertainment

Email: janesworldtalent@gmail.com

Office: 813-263-4807

FL TA #549

Licensed, Bonded, Insured

Ryan Thomas

Founder - All About Food Trucks

Florida Partner - BestFoodTrucks.com

Phone: (813) 679-7204

E-mail: ryan@allaboutfoodtrucks.biz

JESSE RAY RODRIGUEZ

DJ ENTERTAINMENT LLC

813.732.9565

jesse@djiesseray.com

Chonya Alvarez,

Let's Plan A Party

27152 Evergreen Chase Dr •

Wesley Chapel • 33544 •

info@letsplanaparty.com

Tel: (813) 856-5727 • Fax: •

<https://www.letsplanaparty.com>

Event Room Private Rentals:

All bookings must go on Main calendar as well as in the Rental book to avoid overbooking and ensure no conflicts with CDD/HOA meetings.

- **BOD to hold special hearing** to review current rental forms vs revised forms & costs; old and new forms were uploaded for their review – pending approval
- **District Open Field Rentals and/or Reserves** – pending board approval

Summer Plan:

June, July & August – pending new manager to call and setup company to come visit; Board would like them to come and propose afterschool programs and sports camps for Summer fun:

- **PROtential Sports Summer Sports Camps & After School programs** (additional costs to parents, but discounted). Ask for Nyree and give her my name.

<https://protentialsports.com/sports/>

Current Clubs and/or Vendors (Private Events & HOA/CDD meetings supercede):

Avanti Rith Yogi (resident):

- Wednesdays – 6pm – 7pm
- Sundays – 10am – 11am

Dancing w/Dani (non-resident):

- Tuesday's – 4:45pm – 6:30pm

Zumba (resident):

- Monday's & Wednesday's – 10:15am

Girl Scouts (resident):

- **Wednesday's – 5pm – 6pm**
- **Monday's – 6pm to 8pm** – approved for extra time from March 14th meeting.

Proposed Wish List:

- **Microwave for kitchen (\$150) – pending**
- **55" Roku TV - \$300 for Watch Parties – approved from March 14th meeting; pending**
- **Look for vendors to get repaired; several complains and not hygienic:**



EXHIBIT 18

AGENDA

CONCORD STATION

COMMUNITY DEVELOPMENT DISTRICT

CLUB AGREEMENT & GUIDELINES

Thank you for your interest in starting a CLUB at Concord Station. Please be advised that any CLUB started by our residents will be separate and independent from the Social Events planned by the Club Managers and must be coordinated thru the Amenity & Lifestyle Manager and approved for the Club main social calendar.

Please review the guidelines below designed to help us develop a wide array of successful Community CLUBS.

CLUBS PURPOSE:

- The purpose of a CLUB is to bring together residents with a specific common interest or talent in an organized manner to enhance the leisure opportunities available to residents of the community.
- CLUBS shall operate to enhance the lifestyle experience of the Community by avoiding unnecessary conflict and divisiveness in their operations and goals.
- CLUBS can be recreational, education, cultural and/or charitable in nature.

STEPS TO STARTING A CLUB:

- Review these Guidelines and complete the application for approval by Club Amenity & Lifestyle Manager.
- Along with the application complete a roster which needs to include the CLUBS President/Leader and any other members.
- Applications are reviewed and submitted for approval weekly; once approved you will be contacted to review the prior monthly calendar to be added to Community calendar and newsletter to setup start dates, and coordinate around events.
- Individuals wishing to start a CLUB must complete an application. The application then must be approved in advance by the Amenity & Lifestyle Manager, prior to the CLUB being able to use any of the Community property.

CLUB GUIDELINES:

- CLUBS must be scheduled in accordance to the Events Calendar and approved by the Amenity & Lifestyle Manager, and requests for venue and scheduling must be planned 1 month ahead around the community events.
- **CLUBS must meet within the staffed hours of operations ONLY. Hours are posted at Concierge.**
- Should a situation or issue arise that is not covered by the Guidelines, the Amenity & Lifestyle Manager will handle accordingly.
- All guidelines are subject to change at any time and in accordance to Rules & Regulations set by the management team.
- Each Club shall be responsible for the cleaning of the room after each meeting and/or event. Failure to do so may result in a denial of future room requests and/or reservations.
- No removal or relocation of any furniture is permitted unless approved by Management.
- CLUBS must seek prior written approval from the Amenity & Lifestyle Manager before providing any catering services for Club meetings, Club activities and/or Special Events.
- CLUB members must be residents and in current standing with their HOA dues.
- CLUBS must have a designated Club President/Leader for member to contact. The Amenity & Lifestyle Manager will deal only with the Club President for scheduling purposes.

- CLUBs must have at least three (3) members and all residents must have equal access to the Club and have the right to join the Club.
- CLUBs may not put a “cap” on the number of residents permitted to join but must abide by the allowable occupancy of the room the Club may be utilizing.
- CLUBs must adhere and shall be subject to the rules and regulations of the Community and each venue within the Community.
- CLUBs must provide the Amenity & Lifestyle Manager with a description of their purpose for use in Community marketing materials and publications.
- CLUBs cannot be duplicated in title, function, or interest.
- CLUBs that utilize outdoor facilities shall provide information on the use of such facilities, which must be acceptable to the management team.
- **All Community Events supersede CLUB’s.**

PRESIDENTS/LEADERS:

- CLUB Presidents/Leaders must provide a phone number and email address, which may be published in the newsletter and in other publications.
- CLUB President/Leaders must communicate on a timely basis with the Club Manager on updates, activities, events and room reservations.

MEETINGS & SPECIAL EVENT RESERVATIONS:

- CLUBs may reserve a space in the Clubhouse no more than once per month for its regular monthly meeting for up to 4 hours within the staffed hours of operations (**Community events can supersede**). Any requests for additional meeting time and dates shall be subject to the approval and based on community events planned, and at all times be subject to availability. Only one reservation per month is guaranteed and no Club is guaranteed a specific day of the week and/or time.
- Reservations for special events must be approved subject to availability. A special event is any Club meeting/event that includes any one of the following: charging a fee or selling tickets, having outside entertainment, requires a unique room setup or dance floor, serving catered food, and/or having a potluck, excluding light snacks or beverages at a regular monthly meeting (*Special Event*).
- CLUBS holding a special event must be approved by the Amenity & Lifestyle Manager and work in conjunction with the community events to be scheduled into the community calendar and newsletter.
- No CLUB function is permitted to be open to or advertised to the public. Guests may attend only if accompanied by a resident.
- All vendors hired by Clubs must be approved by the Amenity & Lifestyle Manager, provide a Certificate of Insurance, and add the Community as an additional insured. **The Certificate of Insurance shall include 1) minimum limits of \$500,000 for bodily injury, death and property damage resulting from any one occurrence for comprehensive automobile liability insurance 2) General liability insurance with a minimum combined single limit of \$1,000,000 for bodily injuries, death, property damage, etc. resulting from any one occurrence.**
- CLUBs are not covered under the community insurance policies and are not affiliated with the personal financial management of the community in any way. CLUB reservation policies are subject to change at any time.

DUES & FINANCIAL MANAGEMENT:

- Collecting dues is the sole discretion of each Club.
- Clubs are responsible for their own financial management.
- No Club funds shall be considered funds of the community and/or personal funds of the President for personal use of payment of dues, rent, etc.

- Reasonable fees may be charged for events and activities to offset the cost of the event or for fundraising purposes to benefit the Club.
- No Club and/or member of a Club is permitted to derive any personal pecuniary gain from any Club activity, meeting and/or special event.
- The facility, staff, and its directors assume no responsibility for accidents, injuries or incidents resulting from participation in the Club. All participants will be required to have a signed community usage waiver on file prior to participating in the Club.

CLUB APPLICATION

We are pleased to offer the opportunity for residents to create their own Clubs that enhance the quality of life and recreational experiences offered within the Club at Medley at Mirada. BY COMPLETING THIS APPLICATION, THE CLUB IS EXPRESSLY ACKNOWLEDGING IT WILL ABIDE BY AND FOLLOW ALL CLUB GUIDELINES.

CLUB INFORMATION

Club Name _____

Description _____

Proposed Meeting Dates: _____

Proposed Meeting Times: _____

Other Proposed Events _____

CURRENT ROSTER ATTACHES? _____ YES _____ NO

CLUB LEADER/PRESIDENT INFORMATION

Club President/Leader Name: _____

Address _____

Phone _____ Alt Phone _____

E-Mail Address _____

NOTE: This information will be published within the community.

My signature below indicates that I have read and understand the Club Guidelines, and I agree to ensure that all members of the Club abide by the established rules. I understand that this application will be submitted to and approved by the Amenity & Lifestyle Manager where final approval will be given.

Signature _____ Date: _____

OFFICE USE ONLY

Submitted to office on: _____

Reviewed by Amenity & Lifestyle Manager _____

_____ APPROVED _____ NOT APPROVED _____ APPROVED W/COMMENTS:

COMMENTS: _____

EXHIBIT 19

AGENDA

CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT

Rental Form

HOSTING PRIVATE EVENTS:

Concord Station Club allows only specific rooms and areas in the Club to be rented, 1) Main Event Room and/or 2) Pool-Side Pavilion Designated area. These areas are on a reservation basis which must be **booked thru the Lifestyle Manager 14 days in advance and in accordance with the Main Clubhouse Calendar and availability.** The rates of each venue are stated in the Terms & Conditions and includes a refundable deposit due prior to the event. A refundable deposit is required for reserving your private event. A Waiver must also be signed by any outside vendors.

COMPLETE FORM BELOW, SIGN & RETURN TO LIFESTYLE MANAGER FOR APPROVAL:

DATE OF EVENT: _____ TYPE & TIME OF EVENT: _____

VENUE OF CHOICE: (check below which room you are requesting)

MAIN EVENT RM _____ POOL-SIDE _____

RESIDENT NAME: _____

EMAIL: _____ RESIDENT PHONE #: _____

OF PEOPLE _____

RESIDENT SIGNATURE:

AMENITY MANAGER (APPROVED):

DATE:

TERMS AND CONDITIONS

The User is hereby granted the exclusive use of the Reserved Area on the Reserved Date and during the Reserved Time set forth above, subject to the terms, conditions and obligations set forth in this Agreement and the Rules and Regulations of the Association, which rules, regulations, terms and conditions are hereby acknowledged and agreed to by User.

1. Rental Fee. As consideration for the exclusive use of the Reserved Area, the User agrees to pay Association the Rental Fee. The Rental Fee will constitute a non-refundable fee and compensation to the Association for the use of the Reserved Area and includes basic, surface cleaning of the Reserved Area by the Association. For purposes hereof, basic, surface cleaning means wiping down tables, taking out and removal of bagged garbage, and broomsweeping the Reserved Area. Any cleaning required in excess of basic, surface cleaning (including, without limitation, taking down and removal of decorations, bagging of garbage and removing all personal belongings) shall be the User's responsibility at User's cost. Simultaneously with the execution of this Agreement, User shall pay the Rental Fee to the Association.

a. Main Event Room & Catering Kitchen (Maximum Occupancy Rate Applies _____)

- **Rental Fee of \$100 Flat Rate for (Four (4) hour Maximum room rental) plus \$25 Cleaning Fee.**

b. Poolside Pavillion (Maximum Occupancy Rate Applies, based on bathing loads)

- **Rental Fee of \$50 Flat Rate (Four (4) hour Maximum room rental)**

2. Security Deposit. In addition to the Rental Fee, User shall pay to the Association a Security Deposit as follows:

- **Main Event Room & Catering Kitchen - \$250.00 Refundable Deposit**
- **Poolside Party Pavillion - \$150.00 Refundable Deposit**

The Security Deposit shall serve to protect the Association against damages to the Association's property and facilities (the "Community Facilities") within The Concord Station caused by the User, its family members, guests, invitees, employees, vendors and/or agents (collectively, the "Attendees"). The Security Deposit will be refunded to User, in full, unless in the sole discretion of the Association, it is determined that damages have been caused to any portion of the Community Facilities by any of the Attendees or if the Reserved Area is not left in a clean condition as required by this Agreement. Said Security Deposit shall in no way constitute a limitation on the User's liability if the amount of damages to the Community Facilities exceeds the Security Deposit amount. If, after inspection by Association, the Reserved Area is deemed to be in clean condition and no damage has been caused to any of the other Community Facilities by User and/or the Attendees, the full amount of the **Security Deposit shall be refunded to User by the Association within fifteen (15) days after the Reserved Date. The Security Deposit must be paid no less than fourteen (14) days prior to the Reserved Date. If this Agreement is executed less than 14 days prior to the Reserved Date, then the Security Deposit shall be paid simultaneously with User's execution of this Agreement.** The Association has the right to terminate this Agreement and enter into an agreement with other residents within The Ridge at Wiregrass Ranch for the use of the Reserved Area in event User fails to timely pay the Rental Fee and the Security Deposit.

CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT

3. Time Limits; Reserved Area. User shall have the exclusive right to use the Reserved Area only during the Reserved Time set forth above and must vacate the Reserved Area no later than the end of the Reserved Time. The Association reserves the right to establish time limits due to other rental of either the Reserved Area, or other areas and facilities within The Concord Station Club and Grounds.

In addition, if the Reserved Area is **the Event Room and Catering Kitchen, then only the Event Room and Catering Kitchen and no other portions of the Clubhouse shall be used for the function by User or any of the Attendees. Failure to abide by the time restrictions and requirements set forth in this paragraph shall be a User Default (as hereinafter defined)**

4. User Attendance. User must be in attendance at the Function and act as a responsible supervisor at all times, without exception. User is to ensure that all Attendees abide by all Rules and Regulations of the Association and to not cause any damage to the Reserved Area or any of the other Community Facilities. **No more than the Maximum Number of Guests shall be permitted in or around the Reserved Area in connection with the exclusive use granted herein.** User shall ensure that neither the Attendees nor the activities involved disturb or interfere with other residents' and guests' use of other Community Facilities or any other function.

5. No Damage to Community Facilities and Reserved Area. User shall not cause or permit to occur any damage to the Reserved Area or any of the other Community Facilities. In that regard, no decorations or temporary fixtures may be affixed to the building or any architectural feature with nails, tacks, staples or any application that will cause irreversible damage. If any of the Reserved Area or Community Facilities is damaged by the act, failure to act, or negligence of the User, the Attendees, or any other persons admitted within The Concord Station community on User's behalf, User shall pay to Association all sums necessary to repair and restore the Reserved Area and Community Facilities so damaged.

6. Live Entertainment and Vendors. Any live entertainment (DJ, Band, etc.) and vendors attending the Function must be described in writing (including contact information) and first approved in writing by the Association. **In connection with obtaining such approval, User shall obtain and provide the Association with a copy of such parties' liability insurance policies (COI, Certificate of Insurance). Use of sound systems or similar devices must be used only inside the Event Room and in no other area within or outside of the Clubhouse. Plans to use live entertainment, as well as the contact and insurance information for such live entertainment must be submitted to the Association at the time of reservation and confirmed no less than seven (7) days before the Reserved Date. User is solely responsible to contract and pay for any live entertainment and vendors, as well as all equipment, necessary or desirable by User for the Function.** Notwithstanding anything to the contrary, the following services and/or equipment are not permitted to be brought or used upon any portion of The Concord Station property, including, but not limited to the Reserved Area: snow, foam or confetti; moving rides or mechanical amusement rides; trampolines or bungee rides; live animals; or any other activity the Association, in its sole and absolute discretion, deems unsafe or destructive to people or property. Live entertainment and vendor service fees are all the sole cost and responsibility of the User, and are not included in the Rental Fee. Failure to abide by the terms and conditions set forth in this paragraph shall be deemed a User Default.

7. Food Services/Catering. Any food to be served by the User at the Function must be provided by the User or a professional catering service (a "Caterer") and the Caterer must first be approved in writing by the Association. In connection with obtaining such approval, User shall obtain and provide the Association with a copy of the Caterer's liability insurance policy and all contact information. User shall provide all information required by the Association relating to any Caterer (including, but not limited to the Caterer's name, address, telephone number and insurance information) to the Association no less than seven (7) days before the Reserved Date. User is solely responsible to contract and pay for the Caterer. Caterer fees are all the sole cost and responsibility of the User, and are not included in the Rental Fee. All food and beverages must be removed from the Reserved Area after the Function. Controlled and supervised warming of food in the Reserved Area by the User or Caterer must be approved by the Association no less than seven (7) days before the Reserved Date. Failure to abide by the terms and conditions set forth in this paragraph shall be deemed a User Default.

8. Alcoholic Beverages. Alcoholic beverages may be served at adult functions only. In the event User intends to provide or permit the use of alcoholic beverages during the Function, the User must inform the Association at the time of reservation so that, at the Association's option, a security guard from a reputable licensed security agency may be scheduled at the User's additional expense. User agrees to ensure that alcoholic beverages are consumed responsibly and not to serve alcohol to any individual under the age of twenty-one (21) or to persons who are intoxicated. User further agrees to accept and assume full responsibility and liability for the provision and consumption of alcoholic beverages by User and the Attendees. Serving alcoholic beverages without the security guard or with under-aged guests or, any other failure by User to abide by the terms and conditions set forth in this Paragraph shall be deemed a User Default.

9. Noise; No Smoking. Doors and windows of the Event Room must be kept closed. Smoking is not permitted any where on the Concord Station grounds or property. THIS IS A NON-SMOKING FACILITY.

10. Liability; Indemnification. Use of the Reserved Area by User and/or the Attendees is at each of their sole risk. User is and shall be responsible for, and shall hold the Association harmless from, any and all losses, damages, judgments, liabilities, injuries (including death), causes of actions, repairs, fees, costs and expenses arising out of, resulting from and/or relating to the Function or User's and/or Attendees' use and enjoyment of the Reserved Area and/or the Community Facilities (collectively, "Claims") including, without limitation, any and/or all Claims involving the serving and/or consuming of alcoholic beverages at the Function.

Accordingly, User hereby expressly agrees to indemnify, defend and hold harmless the Association and the Association's members, officers, directors, employees, representatives, agents, successors and assigns from and against any and all Claims, including, without limitation, reasonable attorneys' fees and costs at all trial, appellate and post-judgment levels and proceedings and whether suit be brought or not.

11. Insurance. User shall be responsible for ensuring that all vendors, caterers, and live entertainment have and shall maintain comprehensive general liability insurance that will cover any Claims made in connection with or arising out of the Function. **Proof of such insurance coverage shall be provided to Association as provided in paragraphs 6 and 7 above.** The existence of insurance shall in no way limit

the User's obligations and/or liability hereunder. Association has the right to require that any policy of insurance specifically include the Association as an additional insured.

12. User Default. In the event User and/or any Attendee defaults, violates or fails to comply with any of the terms or conditions contained in this Agreement (a "User Default"), the Association shall have the right to immediately terminate this Agreement and retain the Rental Fee and Security Deposit paid by User, as well as deny User from reserving any of the Community Facilities in the future. If such User Default occurs after the commencement of the Function, in addition to the foregoing remedies, Association shall have the right to immediately stop the Function and require User and all Attendees, live entertainment, vendor(s) and the Caterer to immediately vacate the Reserved Area and all other portions of the Community Facilities.

13. Cancellation by Association. The Association may cancel this Agreement at any time: (i) due to acts of God or disaster, (ii) in the event of a User Default, or (iii) if in the sole opinion of the Association, it deems it necessary to do so. In the event the Association terminates or cancels this Agreement due to any of the foregoing reasons (other than in the event of a User Default) prior to the Reserved Date, the Rental Fee and Security Deposit paid by User to the Association shall be returned to User within fifteen (15) days after the date of the cancellation by the Association. In the event the Association terminates or cancels this Agreement due to any of the foregoing reasons (other than in the event of a User Default) once the Function has commenced, then, the Security Deposit (but not the Rental Fee), shall be returned to User within fifteen (15) days of the date of cancellation or termination by the Association, provided no damages have been caused to any portion of the Community Facilities and the Reserved Area is left in a reasonably clean condition.

14. Cancellation by User. User must submit, in writing, notification of cancellation no less than seven (7) days prior to the Reserved Date in order to receive a refund of the Security Deposit and no less than fourteen (14) days prior to the Reserved Date in order to receive a refund of the Rental Fee. Refunds will be determined at the discretion of the Association or the Association's Social Director and returned within fifteen (15) days of the Reserved Date.

15. Modifications/Alterations. No modifications and/or alterations shall be permitted to the Reserved Area or any other portions of the Community Facilities by User or the Attendees. No decorations may be pasted, tacked or nailed to any walls, ceilings, doors, poles or other improvements. Under no circumstances should any furniture, equipment or any other items be removed from the Community Facilities. Only the Association has the right to move or relocate any furniture, equipment or any other items located within the Community Facilities which need to be moved or relocated prior to or subsequent to the Reserved Date.

16. Restricted Use. The Attendees are not permitted to use or be unattended in any other areas of The Ridge at Wiregrass Ranch not specifically reserved (except restroom facilities), unless approved by the Association in writing, which approval may be withheld in Association's sole and absolute discretion. Failure by User or the Attendees to abide by the terms and conditions set forth in this paragraph shall be deemed a User Default.

CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT

17. Compliance with Codes and Ordinances. User shall comply with all laws of the United States, the State of Florida, all codes and ordinances of Pinellas County and all rules and requirements of the local police and fire departments, and will pay any taxes or fees due to any authority arising out of User's use of the Reserved Area and this Agreement.

18. Sums Due; Remedies for Nonpayment. Any sums of money owed by User pursuant to the terms of this Agreement or which may be owed as a result of a breach of any of the terms of this Agreement shall be treated as an assessment against User's Lot(s) capable of being the subject of a lien on User's Lot(s) and such other remedies (including foreclosure) that the Association may have under the Association's governing documents, similar to other Assessments as provided in the Association's governing documents, together with interest and reasonable attorneys' fees and costs incurred by the Association related to the collection of the assessment or enforcement of such lien at all trial, appellate and post-judgment levels and proceedings and whether suit be brought or not. Such sums, if not paid when due, shall bear interest from the due date until paid at the maximum rate as allowed by law. Nothing in this paragraph shall limit the Association from exercising any and all other remedies Association may have under the Association's governing documents and/or applicable law.

19. Attorneys' Fees. In the event of a dispute arising out of or in connection with this Agreement and/or User's Rental and use of the Reserved Area and Community Facilities, the prevailing Party shall be entitled to recover all costs incurred in connection with such dispute, including, without limitation, reasonable attorneys' fees and costs incurred through and including all trial, appellate, and post-judgment levels and proceedings and whether or not a lawsuit is commenced.

20. Jury Waiver. USER KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT USER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHT OR REMEDIES UNDER, ARISING IN CONNECTION WITH AND/OR RELATING TO THIS AGREEMENT AND/OR USER'S RENTAL AND USE OF THE RESERVED AREA AND COMMUNITY FACILITIES.

21. Severability. Each provision of this Agreement is hereby declared to be independent of and severable from the remainder of this Agreement. If any provision of this Agreement shall be found to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

22. Governing Law. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement.

23. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

24. No Assignment. User may not assign or transfer its rights or interests under this Agreement.

THE UNDERSIGNED USER AND ASSOCIATION, HAVING FULLY READ THE FOREGOING, HEREBY CONSENT AND AGREE TO THE FOREGOING RENTAL AGREEMENT.



THE CONCORD STATION HOMEOWNERS ASSOCIATION

USER (PERSON OR PERSON(S) RENTING THE EVENT VENUE):

DATE _____ Print Name: _____

AMENITY MANAGER ACKNOWLEDGMENT:

DATE _____ Print Name: _____

EXHIBIT 20

AGENDA

EVENT PARTICIPATION WAIVER

THIS DOCUMENT WAIVES CERTAIN LEGAL RIGHTS. READ IT CAREFULLY.

In return for being allowed to participate in (the "Event") and in consideration for the compensation I will receive from said participation, I agree to hold harmless and release **Concord Station HOA Association, Breeze Home, Metro Development Group**, and each of their respective subsidiaries, affiliates, shareholders/members (as applicable), owners, officers, directors, partners, agents, representatives, and employees, successors, and assigns (collectively, the "Club") for, from, and against any and all present and future liabilities, obligations, damages, losses, claims, demands, costs, or expenses (collectively, "Claims") that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising from or alleged to have arisen as a result of my participation in the Event, wherever, whenever, or however the same may occur. I understand and agree that the Club is not responsible for any injury or property damage arising out of or alleged to have arisen from my participation in the Event, even if caused by negligence, gross negligence or willful misconduct of the Club or its agents. Furthermore, in exchange for being allowed to participate in the Event, I hereby release any right to any claim against the Club related to the Event. I am voluntarily participating in the Event and agree to accept all risks of participation. I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state in which the Event is taking place and agree that if any portion of this agreement is invalid, the remainder will continue in full legal force and effect. I further agree that any legal proceedings related to this matter will take place in **Pinellas** County, Florida.

Ages 18 and Over: I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies on behalf of myself, my family, estate, heirs, and/or assigns.

Under Age 18: I am the parent or legal guardian of the participant and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies on behalf of myself, my family, estate, heirs, and/or assigns.

Signature: _____ Date: _____

Print Participant Name: _____

Print Parent Name (if participant is under age 18): _____

Address: _____

Phone: _____

EXHIBIT 21

AGENDA

****insert community logo or name here****

EVENT CHECKLIST

Name of Event:

EVENT DETAILS	
Date:	
Time:	
Location:	
Anticipated Attendance:	
Minimum # of Attendees:	
Maximum # of Attendees:	
Brief Description of Event:	

CHECKLIST (PRE-EVENT)		
<input type="checkbox"/>	Create flyer – post on bulletin board & inside clubhouse and include in newsletter	
<input type="checkbox"/>	Create banner/signs	
<input type="checkbox"/>	Create email blast(s) and schedule it/them to send	
<input type="checkbox"/>	Secure vendors	
	1.	
	2.	
	3.	
	4.	
<input type="checkbox"/>	Make a list of supplies required and purchase anything needed	
<input type="checkbox"/>	Schedule extra attendants/volunteers and assign roles	
	<u>NAME</u>	<u>ROLE</u>
	1.	
	2.	
	3.	
	4.	
<input type="checkbox"/>	Submit invoices for vendor checks	
<input type="checkbox"/>	**Add additional tasks here**	

CHECKLIST (POST-EVENT)		
<input type="checkbox"/>	Event Recap form (word doc)	
<input type="checkbox"/>	Event Recap Summary (excel spreadsheet)	

EXHIBIT 22

AGENDA

CONTRACT FOR DISTRICT AUDIT SUPPORT SERVICES

DATE: March 26, 2024

BETWEEN: RIZZETTA & COMPANY, INC.
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**Consultant**")

AND: CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT
1540 International Parkway
Suite 2000
Lake Mary, FL 32746

(Hereinafter referred to as "**District**," and together with Consultant, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for district auditing support services (hereinafter referred to as "**Contract**") is for the Consultant to provide accounting support to the District's auditor for purposes of completing the fiscal year 2023 financial audit. A detailed description is provided in **Exhibit A** to this Contract.
- II. **TERM.** The Consultant's services as provided in this Contract shall commence upon execution of this Contract and shall terminate upon conclusion of these specified services.
- III. **FEES AND EXPENSES; PAYMENT TERMS.**

A. FEES AND EXPENSES.

- i. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.



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B. PAYMENT TERMS.

AUDIT SUPPORT SERVICES. Audit Support Services will be billed will be billed on a lump sum basis of \$3,500.00. This amount will be invoiced and will be payable at the time the audit is completed and submitted to the District and Consultant. The payment of this fee is not contingent upon the successful submission to the appropriate governmental authorities.

All invoices will be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

IV. NON-CONTINGENCY. The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

V. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.

VI. RESPONSIBILITIES.

A. DISTRICT RESPONSIBILITIES. The District shall provide for the timely services of its district manager, legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

B. LIMITATIONS OF RESPONSIBILITIES. To the extent not referenced herein, and to the extent consistent with Chapter 190.006, Consultant shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

VII. TERMINATION. This Contract may be terminated as follows:

A. By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by written notice to Consultant electronically at the address noted herein.

B. By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal,



state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District electronically at the address noted herein.

- C. By the Consultant or District, for any reason, upon provision of a minimum of thirty (30) days written (electronic) notice of termination to the address noted herein.
- D. Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

VIII. GENERAL TERMS AND CONDITIONS.

- A. All invoices are due and payable within forty-five (45) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B. In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Pasco County, Florida.
- D. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- E. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- F. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

IX. INDEMNIFICATION.

- A. **DISTRICT INDEMNIFICATION.** As may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold harmless the Consultant, its employees, officers or agents from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant, its employees, officers or agents may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless and/or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or



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recklessness and/or willful misconduct of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

CONSULTANT INDEMNIFICATION. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

The terms of this Section shall survive the termination of this Contract.

B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract 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.

X. ASSIGNMENT. Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.

XI. COMPLIANCE WITH PUBLIC RECORDS LAWS. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes and the District's Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such



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public records are transferred by the Consultant, the Consultant shall 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 Microsoft Word or Adobe PDF formats.

- XII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XIII. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XIV. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, and B**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, and B**, this instrument shall control.
- XV. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XVI. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XVII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.



XVIII. ARM'S LENGTH TRANSACTION. This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.


(Remainder of this page is left blank intentionally)



Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: 
PRINTED NAME: William J. Rizzetta
TITLE: President
DATE: 3/26/2024

CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT

BY: _____
PRINTED NAME: _____
TITLE: Chairman/Vice Chairman
DATE: _____

ATTEST:

Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

Exhibit A – Scope of Services
Exhibit B – Municipal Advisor Disclaimer



Rizzetta & Company

EXHIBIT A
Scope of Services

AUDIT SUPPORT SERVICES: These services will be provided upon the execution of this contract by both parties.

1. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements.
 - b) Prepare Audit Confirmation Letters for independent verification of activities.
 - c) Prepare all supporting accounting reports and documents as requested by the auditors.
 - d) Respond to auditor questions.
 - e) Review and edit draft report.

SERVICES TO BE PROVIDED BY OTHERS: The following services are to be provided by the District's Manager and are not a part of this contract and will not be provided by the Consultant.

1. Prepare year-end adjusting journal entries as required.
2. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
3. Provide and file Annual Financial Report (FS. 218 report) by June 30th.



EXHIBIT B
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the District with financial advisory services or offer investment advice in any form.



Rizzetta & Company

EXHIBIT 23

AGENDA



U.S. Bank, N.A.
Global Corporate Trust
225 E. Robinson Street, Suite 250
Orlando, FL 32801

James Audette
Vice President
Email: james.audette@usbank.com
Phone: 407-835-3820 Fax: 407-835-3814

Amortization Recalculation Agreement

March 15, 2024

Concord Station Community Development District
c/o District Manager
1540 International Parkway, Suite 2000
Lake Mary, FL 32746

Re: Concord Station Community Development District Master Trust Indenture and as supplemented

Dear Sir/Madam:

U.S. Bank Trust Company, National Association (“U.S. Bank” or the “Recalculation Agent”) hereby agrees with the Concord Station Community Development District (the “District”) to act as the District’s Amortization Recalculation Agent. The duties of U.S. Bank are set forth in this Amortization Recalculation Agreement (the “Agreement”). The purpose of this Agreement is to provide calculations to the District to facilitate the District’s compliance with the provisions of the Indenture concerning the calculation of bond debt payments. U.S. Bank is acting as an independent contractor for this purpose and is not an agent of the District.

1. **Duties:** U.S. Bank shall have only such duties as are specifically set forth herein. U.S. Bank shall provide to the District up to two (2) re-amortization schedules per calendar year per bond issue as requested by the District. Recalculations will take into account bond redemptions as specified by the District with the goal of creating a schedule of substantially level annual debt service for the remaining bond term. The District shall be solely responsible for determining whether any such recalculated amortization schedule meets the requirements of the applicable trust indenture.
2. **Fees:** The fee for U.S. Bank’s services under this Agreement will be \$250 per schedule to be paid in arrears with annual administration fees for the applicable bond issue.
3. **Termination:** Both the District and U.S. Bank will have the right to terminate this Agreement upon 30 days prior written notice.
4. **Representation of the District:** The District represents and warrants that it will provide in a timely manner all information necessary for U.S. Bank to carry out its duties under this Agreement and as otherwise requested by U.S. Bank.
5. **Reliance on Documents, etc.** U.S. Bank may conclusively rely on the truth and accuracy of all Information furnished to U.S. Bank by the District.



U.S. Bank shall not be liable for any error of judgment made in good faith. U.S. Bank shall not be liable except to the extent that a court of competent jurisdiction determines that U.S. Bank's gross negligence or willful misconduct hereunder was the sole cause of the District's loss and in no event shall U.S. Bank's liability exceed an amount equal to the fees paid by the District to U.S. Bank. Notwithstanding the preceding, in no event shall U.S. Bank be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if the U.S. Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

- 6. Indemnification: To the extent allowed by law, the District shall indemnify and hold U.S. Bank harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be determined by a court of competent jurisdiction to have been caused solely by the Bank's gross negligence or willful misconduct). Such indemnification and hold harmless provision shall survive the termination of this Agreement or the Indenture or discharge of the Bonds.
- 7. Waiver of Jury Trial: EACH OF THE DISTRICT AND U.S. BANK KNOWINGLY WAIVES ANY RIGHT TO TRIAL BY JURY.
- 8. Agreement Governed by Florida Law: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida without application of its conflicts of laws principles.
- 9. Amendments: This Agreement may be amended only by a written instrument executed by both parties.
- 10. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the recalculation of amortization schedules.

This Agreement shall be effective upon the District's acceptance hereof as indicated below.

Sincerely,
U.S. Bank Trust Company, National Association

Approved and Accepted:
Concord Station Community Development District

By: James Audette
Its: Vice President

By: _____
Its: _____
Date: _____

