

**RIVERCREST
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
REGULAR MEETING
NOVEMBER 15, 2021**

**RIVERCREST COMMUNITY
DEVELOPMENT DISTRICT AGENDA
Monday, NOVEMBER 15, 2021
6:30 p.m.
The Rivercrest Clubhouse,
located at 11560 Ramble Creek Drive, Riverview, FL 33569**

| | | |
|--------------------------------------|------------------------|-------------------|
| District Board of Supervisors | Chair | Edward Lamp |
| | Vice Chair | Elaine P. Sellent |
| | Supervisor | Catherine Arnaez |
| | Supervisor | Michael Ryan |
| | Supervisor | Lisa Fernandez |
| District Manager | Meritus | Bryan Radcliff |
| District Attorney | Straley Robin Vericker | Vivek K. Babbar |
| District Engineer | Stantec, Inc. | Tonja Stewart |
| Operations Manager | Rivercrest CDD | Antonio Merced |

All cellular phones and pagers must be turned off while in the meeting room

The regular meeting will begin at 6:30 pm followed with the third section called **Audience Comments on Agenda Items** this is an opportunity for the individuals to comment on agenda items. The fourth section is called **Vendor/Staff Reports** this section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action and vendors presentation of information from any potential or current contractor of the District. The fifth section **Business Administration** contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The sixth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. The seventh section is **Old Business** this section covers any business brought before the Board at previous meetings in which a decision was not made or further information was required before a decision could be reached. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 873-7300 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The eighth section is called **Supervisor Requests and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to **three (3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINSTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically, no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

NOVEMBER 15, 2021

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Rivercrest Community Development District will be held on **Monday, November 15, 2021 at 6:30 p.m.** at the Rivercrest Clubhouse, located at 11560 Ramble Creek Drive, Riverview, FL 33569. **Please let us know 24 hours before the meeting if you wish to call in for the meeting.** Following is the agenda for the meeting:

Call In Number: 1-866-906-9330

Access Code: 7979718#

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER / ROLL CALL

3. AUDIENCE QUESTION AND COMMENT ON AGENDA ITEMS

4. STAFF REPORTS

A. District Counsel - Vivek K. Babbar

B. District Engineer - Tonja Stewart

C. District Manager- Bryan Radcliff Tab 01 Page

i. Action Item List

ii. Greenview Inspections

D. Operations Manager- Antonio Merced Tab 02 Page

i. Managers' Report

5. NEW BUSINESS ITEMS

A. Discussion on Pool Proposals Tab 03 Page

B. Discussion on Landscaping Tab 04 Page

C. Consideration of Waste Management Services Agreement Tab 05 Page

6. CONSENT AGENDA ITEMS

A. Consideration of Board of Supervisor Regular Meeting Minutes October 18, 2021 Tab 06 Page

B. Consideration of Operations and Maintenance Expenditures October 2021 *Under Separate Cover*

C. Review of Financial Statement Month Ending October 31, 2021 *Under Separate Cover*

7. AUDIENCE QUESTION AND COMMENTS

8. SUPERVISOR REQUESTS

9. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,

Bryan Radcliff
District Manager

Action Item Template

| | |
|-----------------|----------------|
| Date | November-21 |
| District | Rivercrest CDD |

| # | Action Item Description | Responsible | Open Date | Status | Comments |
|---|----------------------------|-------------|-----------|-----------|--|
| 1 | Pool Bollards | | | Waiting | Parts are on backorder due to the global supply chain issue. |
| 2 | Surge Protection Proposals | | | Gathering | Still waiting for proposals to be sent over. |
| 3 | Storage Shed | | | Working | HOS picking up the entire cost. |
| 4 | TECO Bills to paperless | | | Working | Accounting is working on getting this completed. |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| | | | | | |
| | | | | | |

GREENVIEW LANDSCAPING INC.

P.O. BOX 12668

ST. PETERSBURG, FL 33733

CELL: 727-804-8864

OFFICE: 727-906-8864

EMAIL: DEBS@GREENVIEWFL.COM

TO: RIVERCREST CDD

DATE: October 15, 2021

RE: WEEKLY REPORT

ACTIVITY REPORT FOR THE WEEK OF OCTOBER 4TH TO OCTOBER 9TH 2021

1. PICKED UP AND REMOVED WIND-BLOWN DEBRIS.
2. SOIL DRENCHED ANT HILLS.
3. REPORTED IRRIGATION PUMPS AT WELLS 2, 7, AND 8 NOT WORKING.
4. MANUALLY WATERED NEW PLANTINGS AT BRIDGE PINE, HAMMOCKS PARK AND PALM ISLAND.
5. TRIMMED THE SHRUBS AT THE CLUBHOUSE.
6. BEGAN TREATING THE TURF WITH LIQUID FERTILIZE AND WEED HERBICIDE.

GREENVIEW LANDSCAPING INC.

P.O. BOX 12668

ST. PETERSBURG, FL 33733

CELL: 727-804-8864

OFFICE: 727-906-8864

EMAIL: DEBS@GREENVIEWFL.COM

TO: RIVERCREST CDD

DATE: October 28, 2021

RE: WEEKLY REPORT

ACTIVITY REPORT FOR THE WEEK OF OCTOBER 18TH TO OCTOBER 22ND 2021

1. PICKED UP AND REMOVED WIND-BLOWN DEBRIS.
2. APPLIED ANT BAIT TO ANT HILLS.
3. MANUALLY WATERED NEW PLANTINGS AT BRIDGE PINE, HAMMOCKS PARK AND PALM ISLAND.
4. COMPLETED TREATING THE TURF WITH LIQUID FERTILIZE AND WEED HERBICIDE.
5. TRIMMED ROADSIDE BERM HEDGE ON CRESTSIDE.

GREENVIEW LANDSCAPING INC.

P.O. BOX 12668

ST. PETERSBURG, FL 33733

CELL: 727-804-8864

OFFICE: 727-906-8864

EMAIL: DEBS@GREENVIEWFL.COM

TO: RIVERCREST CDD

DATE: November 3, 2021

RE: WEEKLY REPORT

ACTIVITY REPORT FOR THE WEEK OF OCTOBER 25TH TO OCTOBER 29TH 2021

1. PICKED UP AND REMOVED WIND-BLOWN DEBRIS.
2. APPLIED ANT BAIT TO ANT HILLS.
3. MANUALLY WATERED NEW PLANTINGS AT BRIDGE PINE, HAMMOCKS PARK AND PALM ISLAND.
4. INSTALLED 400 SQUARE FEET OF BAHIA SOD ON FIELD BEHIND POOL WHERE TRENCHING WAS DONE FOR ELECTRIC LINE INSTALLATION.
5. PINCHED SEED HEADS FROM THE COLEUS FLOWERS.
6. COLEUS FLOWERS SCHEDULED FOR REMOVAL WEEK OF NOVEMBER 8 -13 FOR NEW SEASONAL COLOR FLOWERS.



Operations Managers Report
CDD Meeting, 2021
Antonio Merced

Supervisors,

1. Pressure washed Community entry ways.
2. Contacted Advanced Energy about basketball and cabana light.
3. Ordered parts for small pool.
4. Repaired pavers.
5. Monthly bank deposit.
6. Sam's club for needed items .
7. Shopping for Christmas decorations
8. Began putting together Christmas event

All the things listed above as well as creating schedules, sending out HCSO timesheet

Daily track sheets for pool readings and attendance.

As well as the continuation of my day to day maintenance duties such as ,dog stations pocket parks and trash in community.



AquaPRO
Pool Solutions

QUOTE

Jorge Lopez

Owner

EXPIRATION DATE: FEBRUARY 25, 2022
DATE: OCTOBER 7, 2021

2513 DAKOTA ROCK DR.
RUSKIN, FL 33570
Phone: (813)482-1932
Email: aquapro.pool.solutions@gmail.com

TO RIVERCREST COMMUNITY (CDD)
11560 RAMBLE CREEK DR.
RIVERVIEW, FL 33569
(813) 672-3804

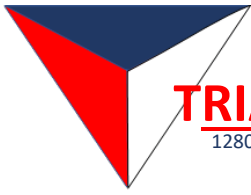
QUOTE: 2021 MONTHLY POOL MAINTENANCE

| QUANTITY | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|----------|--|------------|------------|
| 1 | POOL MAINTENANCE MONTHLY PACKAGE | \$3,300.00 | \$3,300.00 |
| | <ul style="list-style-type: none"> 3-Visits per Week (YEAR-ROUND) Chemicals Included Filtration Cleaning Pool Vacuuming and Skimming Water Testing and Balancing Daily Equipment Inspection Free Minor Equipment Repair | | |
| **** | QUOTE BREAKDOWN <ul style="list-style-type: none"> 200,000+ GALLON POOL: \$2,000.00 80,000+ GALLON POOL: \$800.00 KID'S SPLASH PAD: \$300.00 SPA: \$100.00 FOUNTAIN: \$100.00 | **** | **** |
| | | | |
| | | | |

NOTES: CURRENTLY MAIN POOL AND SPA ARE EQUIPED WITH OUR COMPANY'S SALT SYSTEMS. 30-DAY CANCELATION NOTICE REQUESTED TO REMOVE OUR PROMO EQUIPMENT. ANY SPECIALTY CHEMICAL TREATMENTS INCLUDING: STAIN REMOVAL TREATMENT, ENZYME TREATMENTS, OR SEQUESTER TREATMENT WILL COST EXTRA FROM THE FOLLOWING QUOTE.

| | |
|-----------|------------|
| SUBTOTAL | \$3,300.00 |
| SALES TAX | EXEMPT |
| TOTAL | \$3,300.00 |

TO ACCEPT THIS QUOTE PLEASE CONTACT US VIA EMAIL OR PHONE
THANK YOU FOR YOUR BUSINESS!



TRIANGLE POOL SERVICES

12801 S. BELCHER ROAD LARGO, FL 33773 727-531-0473

**Rivercrest CDD
11560 Ramble Creek Drive
Riverview, FL 33569**

August 13, 2021

Dear Antonio,

Triangle Pool Services is pleased to submit our bid for the commercial cleaning and chemicals for the (2) pools, splash pad, fountain, and spa at the above address. The following cleaning functions will be performed.

1. TEST AND BALANCE WATER.
2. SKIM SURFACE AND VACUUM POOL, FOUNTAIN AND SPA.
3. BRUSH WALLS AND FLOOR OF POOL, FOUNTAIN AND SPA.
4. CLEAN TILES.
5. MIX CHLORINE AND ACID SOLUTIONS FOR FEEDERS.
6. WATER SAMPLES WILL BE TAKEN PERIODICALLY AND ANALYZED ON OUR HI-TECH COMPUTER WITH CHEMICAL ADJUSTMENTS MADE ACCORDINGLY. THIS ANALYSIS WILL DEFINE THE WATER SAMPLE FOR THE FOLLOWING: TOTAL DISSOLVED SOLIDS, CYANURIC ACID LEVEL, TOTAL CHLORINE, FREE CHLORINE, PH FACTOR, ACID DEMAND, ALKALI DEMAND, TOTAL ALKALINITY, CALCIUM HARDNESS, AND THE PRESENCE OF IRON AND COPPER. CHEMISTRY OF THE POOL WATER WILL BE ADJUSTED ACCORDINGLY TO MEET THE STANDARDS OF THE **HILLSBOROUGH COUNTY HEALTH DEPARTMENT**.
7. ADJUST AND CLEAN CHEMICAL FEEDERS.
8. CHECK ALL EQUIPMENT FOR MALFUNCTION - ANY SUCH DEFECTS WILL BE REPORTED IMMEDIATELY TO MANAGEMENT AND TRIANGLE POOL SERVICE
9. TRIANGLE POOL SERVICE WILL BE RESPONSIBLE FOR BACKWASHING THE FILTER OR HOSING OFF CARTRIDGES INSIDE OF FILTERS. WE WILL BACKWASH OR HOSE OFF THE CARTRIDGES INSIDE OF THE FILTER AS NEEDED.
10. RECORD CHEMICAL READINGS EACH VISIT ON HILLSBOROUGH COUNTY HEALTH DEPARTMENT APPROVED LOG SHEETS PROVIDED BY TRIANGLE POOL SERVICE.
11. EITHER PARTY MAY TERMINATE THIS SERVICE AGREEMENT WITH A 30 DAY WRITTEN NOTICE.

\$2595.00 PER MONTH FOR 3 TIMES PER WEEK (MONDAY, WEDNESDAY, AND FRIDAY)

INCLUDING ALL CHEMICALS.

THIS RATE IS GUARANTEED FOR A MINIMUM OF 1 YEAR.

Please note any service repairs needed would be done at our service call rate of \$110.00 per hour plus parts and materials to be billed on a monthly basis.

If you should decide upon the proposal, please forward one signed copy of this proposal to Triangle Pool Service with the start date.

We trust the above meets with your approval and that we may be of assistance to you in the near future **Triangle Pool Services** thanks you for the opportunity to assist you in your pool needs.

ACCEPTANCE OF PROPOSAL:

DATE:

Respectfully Submitted,

Stephen Freauf

Triangle Pool Service

THIS PROPOSAL IS VALID FOR 120 DAYS.

GREENVIEW LANDSCAPING INC.

P.O. BOX 12668

ST. PETERSBURG, FL 33733

CELL: 727-804-8864

OFFICE: 727-906-8864

FAX: 727-867-4393

EMAIL: DEBS@GREENVIEWFL.COM

TO: RIVERCREST CDD

ATTN: BRYAN RADCLIFF

DATE: October 13, 2021

RE: RESODDING OF INSTALLED SIGNAGE

Currently there is only one sign that has been installed.

For that sign, install 400 square feet of Bahia sod.

COST: \$500.00.



Waste Management Inc. of Florida
 8801 NW 91st Street
 Medley, FL, 33178
 (866) 339-1697

WM Agreement #
 Customer ID
 Acct. Name
 Salesperson
 Effective Date
 Last PI Date

S0015134522
 Rivercrest Community
 Development District
 Edward McCabe III
 2/1/2022

Service Agreement Non-Hazardous Waste Service Summary

Service Information

| | | | |
|----------------|---|-------------|-------------------------------|
| Name | Rivercrest Community Development District | Contact | Tony Merced |
| Address | 11560 RAMBLE CREEK DR | Telephone # | (813) 672-3804 |
| City State Zip | RIVERVIEW, FL 33569 | Fax # | |
| County/Parish | HILLSBOROUGH | Email | tony.merced@rivercrestcdd.org |

Billing Information

| | | | |
|----------------|---|-------------|-------------------------------|
| Name | Rivercrest Community Development District | Contact | Tony Merced |
| Address | 11560 RAMBLE CREEK DR | Telephone # | (813) 672-3804 |
| City State Zip | RIVERVIEW, FL 33569 | Fax # | |
| County/Parish | HILLSBOROUGH | Email | tony.merced@rivercrestcdd.org |
| PO# | | | |

Customer Comments:

Service Description & Recurring and Per Service Rates

| Quantity | Equipment | Material Stream | Frequency | Rate | Amount |
|----------|-----------|-----------------|-----------|---|------------------------|
| 1 | Disposal | MSW Commercial | 1xOn Call | \$153.24 Per Service (Non-Recurring) -Estimated 1x svc/month Fuel & Environmental/RCR | \$ 153.24 \$ 0.00 * |

Current rate for Extra Pickup (per Lift): \$ 87.50

Current FSC 0.00%, EVC 0.00%, RCR 0.00%

MONTHLY TOTAL : \$ 153.24 *

| Quantity | Equipment | Material Stream | Frequency | Rate | Amount |
|----------|------------|-----------------|------------|---------------------------------------|------------------------|
| 1 | 4 Yard FEL | MSW Commercial | 2xPer Week | Base Rate Fuel & Environmental/RCR | \$ 141.42 \$ 0.00 * |

Current rate for Extra Pickup (per Lift): \$ 150.00

Current FSC 0.00%, EVC 0.00%, RCR 0.00%

MONTHLY TOTAL : \$ 141.42 *

Customer's Waste Materials not to exceed an average weight of lbs/yard.

MONTHLY GRAND TOTAL \$ 294.66 *

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge ("FSC"), Environmental Charge ("EVC"), and Regulatory Cost Recovery Charge ("RCR") apply to all other Charges whether or not listed on this summary. Any FSC, EVC and RCR amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about these charges and their calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 1 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

| | | | |
|--|--------------|-----------------------------|------|
| Customer Signature | Tony Merced | Title | Date |
| | Printed Name | | |
| Company Waste Management Inc. of Florida | Printed Name | Waste Management Sales Rep. | Date |
| | | Title | |

Terms and Conditions on following page(s)

- 1. (a) SERVICE GUARANTEE.** We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.
- (b) SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
- 2. CONTRACT TERM.** The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.
- 3. TERMINATION RIGHTS.** Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.
- 4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES.** The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services"), which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.
- (b) PERMITTED PRICE INCREASES** Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the Fuel Surcharge, Regulatory Cost Recovery Charge, Recyclable Materials Offset, Environmental Charge, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on enterprise-wide basis, including Company and all Affiliates); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.
- (c) CONSENSUAL PRICE INCREASES** Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.
- 5. INVOICES; PAYMENT TERMS** Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
- 6. EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (j) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, charges may include separate fuel and environmental surcharges as set forth at www.wm.com. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

RIVERCREST COMMUNITY DEVELOPMENT DISTRICT

October 18, 2021 Minutes of the Regular Meeting

Minutes of the Regular Meeting

The Regular Meeting of the Board of Supervisors for Rivercrest Community Development District was held on **Monday, October 18, 2021 at 6:30 p.m.** at the Rivercrest Clubhouse located at 11560 Ramble Creek Dr., Riverview, FL 33569.

1. PLEDGE OF ALLEGIANCE

Supervisor Lamp led the Pledge of Allegiance.

2. CALL TO ORDER/ROLL CALL

Bryan Radcliff called the Regular Meeting of the Board of Supervisors of the Rivercrest Community Development District to order on **Monday, October 18, 2021 at 6:30 p.m.**

Board Members Present and Constituting a Quorum:

| | | |
|------------------|------------|----------------------------|
| Ed Lamp | Chair | |
| Lisa Fernandez | Supervisor | <i>via conference call</i> |
| Catherine Arnaez | Supervisor | |
| Michael Ryan | Supervisor | |

Staff Members Present:

| | |
|----------------|--|
| Bryan Radcliff | District Manager, Meritus |
| Vivek Babbar | District Counsel, Straley Robin Vericker |
| Tony Merced | Operations Manager |
| Larry Rhum | Greenview Landscaping |

There were two representatives from the Montessori school present.

There were some resident audience members in attendance.

3. AUDIENCE QUESTION AND COMMENTS ON AGENDA ITEMS

There were no audience questions or comments on agenda items.

4. STAFF REPORTS

A. District Counsel – Vivek Babbar

Mr. Babbar went over the email he received from the Montessori school. The representatives from the Montessori school briefly spoke to the Board.

49 **B. District Engineer – Tonja Stewart**

50
51 There were no updates from the Engineer.

52
53 **C. District Manager – Bryan Radcliff**

54 **i. Action Item List**

55 **ii. Greenview Inspections**

56
57 Mr. Radcliff updated the Board on the status of various action items for the District.

58
59 Larry Rhum from Greenview went over recent irrigation repairs as well as weed control
60 strategies and the timeline.

61
62 **D. Operations Manager – Tony Merced**

63 **i. Manager’s Report**

64
65 Mr. Merced went over the Operations Manager’s report with the Board. He updated the Board on
66 pump repairs, turning off auto-refills on the splash pad, repairs to a bathroom stall, timers at the
67 pool, pressure-washing, and his conversation with Frontier about credits.

68
69
70 **5. NEW BUSINESS**

71 **A. Discussion on Landscaping Enhancement Proposal**

72
73 The Board reviewed the landscaping enhancement proposal.

74

| | | |
|----|--------------|--|
| 75 | MOTION TO: | Approve the Greenview Landscape proposal for |
| 76 | | \$300. |
| 77 | MADE BY: | Supervisor Ryan |
| 78 | SECONDED BY: | Supervisor Arnaez |
| 79 | DISCUSSION: | None further |
| 80 | RESULT: | Called to Vote: Motion PASSED |
| 81 | | 4/0 – Motion passed unanimously |

82
83 Supervisor Ryan asked Mr. Rhum some questions about mulch and the timeline for installation;
84 Mr. Rhum answered.

85
86 **B. Discussion on Lightning Rods Proposals**

87
88 A representative from Bonded Lightning Protection reviewed the lightning rod proposal with the
89 Board. The Board discussed, and the representative answered the Board’s questions.

90
91 *Supervisor Fernandez exited the conference call.*

92

93
94 The Board continued to discuss the lightning rod proposals. Mr. Radcliff noted that he checked
95 with the insurance provider Egis. They could match up to 50% of the cost of the lightning rod
96 protection, but the Board would need to go through the process to see if the District would
97 qualify for the cost matching and for how much.

98
99 The Board tabled this item for now. Mr. Radcliff will bring some proposals for surge protection
100 for the Board to review at the next meeting.

101
102 **C. Discussion on Safety Grant Program**

103
104 The Board briefly discussed the safety grant program. Mr. Radcliff said the Board could email
105 him if they have anything they would like to submit to be covered.

106
107 **D. Discussion on Pool Proposals**

108
109 The Board reviewed pool vendor proposals for the community. The Board also discussed the
110 current pool vendor at length.

111
112 *The full discussion is available on audio recording.*

113
114 MOTION TO: Go with Edge Pools for pool management services
115 with the caveat that they can meet the \$3,300 a month
116 that the District is currently paying.
117 MADE BY: Supervisor Lamp
118 SECONDED BY: Supervisor Armaez
119 DISCUSSION: None further
120 RESULT: Called to Vote: Motion PASSED
121 3/0 – Motion passed unanimously

122
123 Mr. Radcliff wanted to confirm with the Board that they would like to terminate AquaPro Pools.
124 The Board said yes, pending the new contract.

125
126 MOTION TO: Terminate AquaPro Pools pending the signing of the
127 new contract with 30-day notice.
128 MADE BY: Supervisor Lamp
129 SECONDED BY: Supervisor Armaez
130 DISCUSSION: None further
131 RESULT: Called to Vote: Motion PASSED
132 3/0 – Motion passed unanimously

133
134
135

136 The Board discussed the pool repairs. Mr. Radcliff said he will see the timeframe for Edge
137 ordering the parts when he calls to work out the contract and price with them. The Board did not
138 want AquaPro to do the repairs.

139

140 **E. Discussion on Montessori School**

141

142 This item was already discussed earlier in the meeting.

143

144

145 **6. CONSENT AGENDA**

146 **A. Consideration of Board of Supervisors Regular Meeting Minutes September 20,**
147 **2021**

148

149 The Board reviewed the September 20, 2021 meeting minutes.

150

| | |
|--------------|--|
| MOTION TO: | Approve the September 20, 2021 meeting minutes. |
| MADE BY: | Supervisor Arnaez |
| SECONDED BY: | Supervisor Lamp |
| DISCUSSION: | None further |
| RESULT: | Called to Vote: Motion PASSED 3/0 – Motion passed unanimously |

151

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157

158 **B. Consideration of Board of Supervisors Continued Meeting Minutes October 5, 2021**

159

160 The Board reviewed the October 5, 2021 meeting minutes.

161

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|--------------|--|
| MOTION TO: | Approve the October 5, 2021 meeting minutes. |
| MADE BY: | Supervisor Arnaez |
| SECONDED BY: | Supervisor Lamp |
| DISCUSSION: | None further |
| RESULT: | Called to Vote: Motion PASSED 3/0 – Motion passed unanimously |

162

163

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167

168

169 **C. Consideration of Operations and Maintenance Expenditures September 2021**

170

171 The Board reviewed and discussed the O&Ms. Supervisor Arnaez noted that on page 30, it looks
172 like the July invoice for AquaPro Pools was paid twice. She also asked about the administrative
173 charge for copies, TECO late payments, and if the invoice from MHD on page 101 is a duplicate
174 from last month.

175

176

177

MOTION TO: Approve the September 2021 O&Ms.

178

MADE BY: Supervisor Lamp

179

SECONDED BY: Supervisor Ryan

180

DISCUSSION: None further

181

RESULT: Called to Vote: Motion PASSED

182

3/0 – Motion passed unanimously

183

D. Review of Financial Statements Month Ending September 30, 2021

185

186 Mr. Radcliff noted that the September 30, 2021 financials will be in the next meeting book for
187 the Board to review.

188

189

7. MANAGEMENT REPORTS

191

192 Mr. Merced went over that residents have been asking about rentals. Supervisor Ryan stated that
193 he was not aware that rentals have not been going on. Mr. Merced said they have not have the
194 staff for rentals. The Board discussed.

195

196

MOTION TO: Open for rentals the same as before the pandemic
197 with no restrictions.

197

198

MADE BY: Supervisor Ryan

199

SECONDED BY: Supervisor Armaez

200

DISCUSSION: None further

201

RESULT: Called to Vote: Motion PASSED

202

3/0 – Motion passed unanimously

203

204

8. AUDIENCE QUESTIONS AND COMMENTS ON OTHER ITEMS

206

207 A resident asked renting the pool for a BBQ. There was also a question about the HOA
208 upgrading the shed and if the CDD would cover the difference. The Board discussed.

209

210

211

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|--------------|--|
| MOTION TO: | Approve the building of a new shed in the current location of the current garage, with the Board to spend up to \$2,000 to cover the shed, pending the paperwork to be brought up at the next meeting. |
| MADE BY: | Supervisor Lamp |
| SECONDED BY: | Supervisor Arnaez |
| DISCUSSION: | None further |
| RESULT: | Called to Vote: Motion PASSED 3/0 – Motion passed unanimously |

220

221

222

223

224

A resident addressed the Board about the letter he received about an incident at the hot tub and stated that he did not like how he was treated by staff. The Board discussed the incident with the resident and how to move forward.

225

226

227

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230

| | |
|--------------|--|
| MOTION TO: | Reduce the suspension from 60 to 30 days. |
| MADE BY: | Supervisor Arnaez |
| SECONDED BY: | Supervisor Ryan |
| DISCUSSION: | None further |
| RESULT: | Called to Vote: Motion PASSED 3/0 – Motion passed unanimously |

231

232

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236

There were resident comments about the TECO late charges, website updates, giving staff some more credit based on the resident's positive experiences with staff, landscaping maintenance issues in an island area, the incident at the pool, and pond maintenance.

237

9. SUPERVISOR REQUESTS

238

239

240

241

242

Supervisor Ryan commented on the Boo Bash. The Board briefly discussed feedback from someone who was not happy about it. Supervisor Arnaez read other comments where people said they attended and enjoyed it.

243

244

245

246

Supervisor Lamp mentioned the increase in drivers speeding. The Board agreed to direct the HCSO patrols to address the issue.

247 **10. ADJOURNMENT**
248

| | | |
|-----|--------------|---------------------------------|
| 249 | MOTION TO: | Adjourn. |
| 250 | MADE BY: | Supervisor Arnaez |
| 251 | SECONDED BY: | Supervisor Ryan |
| 252 | DISCUSSION: | None further |
| 253 | RESULT: | Called to Vote: Motion PASSED |
| 254 | | 3/0 – Motion passed unanimously |

255
256 **Please note the entire meeting is available on disc.*
257

258 **These minutes were done in summary format.*

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

262
263 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly
264 noticed meeting held on _____.

265
266 _____
267 Signature

266 _____
267 Signature

268
269 _____
270 Printed Name

268
269 _____
270 Printed Name

271
272 Title:
273 Secretary
274 Assistant Secretary

271
272 Title:
273 Chairman
274 Vice Chairman

275
276
277 ***Recorded by Records Administrator***

278
279 _____
280 ***Signature***

281
282 _____
283 ***Date***

