# COBBLESTONE COMMUNITY DEVELOPMENT DISTRICT

**SPECIAL MEETING** 

**JANUARY 10, 2025** 

**AGENDA PACKAGE** 

If you are planning to call into the meeting. Please use Teams info below

Join the meeting now

Meeting ID: 291 975 100 449 Phone # 1-646-838-1601 Pin: 891 203 319#



2005 PAN AM CIRLE SUITE 300 TAMPA FL, 33607

# Cobblestone Community Development District

# **Board of Supervisors**

District Staff

Tatiana Pagan, Chairman Aaron Spinks, Vice-Chairman John Blakley, Assistant Secretary Lee Thompson, Assistant Secretary Jared Rossi, Assistant Secretary Bryan Radcliff, District Secretary Erin McCormick, District Counsel Tonja Stewart, District Engineer

# **Special Meeting Agenda**

Friday, January 10, 2025

The Special Meeting of Cobblestone Community Development District will be held on January 10, 2025, at 10:00 a.m. at The SpringHill Suites by Marriott Tampa Suncoast Parkway, located at 16615 Crosspointe Run, Land O'Lakes, FL 34638. Below is the Teams link information for those who intend to call in. Please let us know at least 24 hours in advance if you are planning to call into the meeting.

Microsoft Teams Meeting; Join the meeting now

Meeting ID: 291 975 100 449 Passcode: i3ys3aU3 Phone # 1-646-838-1601 Pin: 891 203 319#

All cellular phones and pagers must be turned off during the meeting.

# SPECIAL MEETING OF THE BOARD OF SUPERVISORS

- 1. CALL TO ORDER/ROLL CALL
- 2. PUBLIC COMMENT ON AGENDA ITEMS (Each individual has the opportunity to comment and is

*limited to three (3) minutes for such comment)* 

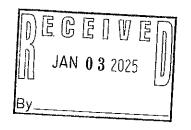
# 3. BUSINESS ITEMS

- A. Consideration of Cobblestone Phase II Bill of Sale of Property/Utility Transfer
- B. Consideration of Street/Outdoor Lighting Agreement
- C. Discussion of Roadway Depressions Repairs Proposal
- D. Discussion of Drainage Issues

#### 4. STAFF REPORTS

- A. District Counsel
- B. District Engineer
- C. District Manager

#### 5. ADJOURNMENT



# CERTIFICATE OF DISTRICT ENGINEER

Acquisition of Phase 2 Water and Wastewater Facilities and Infrastructure

Cobblestone Community Development District Special Assessment Revenue Bonds, Series 2024

Board of Supervisors Cobblestone Community Development District (Pasco County, Florida)

Re: Cobblestone Community Development District Acquisition of Phase 2 Water and Wastewater Facilities and Infrastructure—Cobblestone Series 2024 Bonds

## Ladies and Gentlemen:

- 1. I have reviewed and inspected the Phase 2 Utilities. I have further reviewed certain documentation relating to the same, including, but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documentation.
- 2. The Phase 2 Utilities are part of the Capital Improvement Program ("CIP") as described in the District's Amended and Restated Master Report of the Engineer, dated March 22, 2024. The Phase 2 Utilities are also part of the Series 2024 Project, as described in Supplemental Report of the District Engineer Phase 2 Project, dated March 22, 2024. The CIP and the Series 2024 Project specially benefit the Cobblestone Phase 2 property within the District.
- 3. The Phase 2 Utilities for which payment will be made have been designed, installed constructed, operated and maintained, through the date of conveyance, in conformity with the plans and specifications, and with all applicable permits and governmental regulations, and the Phase 2 Utilities are capable of performing the functions for which they are intended..
- 4. The total amount which may be paid to M/I Homes of Tampa, LLC for the Phase 2 Utilities is \$ 1,141,027.96, which amount is equal to or less than each of the following: (a) what was actually paid by the Developer for the Phase 2 Utilities; and (b) the reasonable fair market value of the Phase 2 Utilities.

- 5. The construction of the Phase 2 Utilities is part of the CIP and the Series 2024 Project, and constitute a lawful public purpose of the District, pursuant to Chapter 190, *Florida Statutes*.
- 6. All of the plans, permits, and specifications necessary for transfer of the Phase 2 Utilities to the District, and from the District to Pasco County, are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District and to Pasco County, for operations and maintenance responsibilities.
- 7. With this document, I hereby certify that it is appropriate at this time to acquire the Phase 2 Utilities.

I hereby swear and affirm that I have read the foregoing District Engineer's Certificate and the statements set forth herein are true and correct to the best of my knowledge and belief.

STANTEC CONSULTING SERVICES, INC.,

a foreign corporation

By: Title: Date: STATE OF FLORIDA COUNTY OF 1 The foregoing instrument was acknowledged before me this 2nd day of 5and 2025, by Tonja L. Stewart, PE, as authorized representative of Stantec Consulting Services, Inc., who is personally known to me, or who has as identification, and did or did not take an oath. produced\_ Notary Pul **GERIL. REESE** MY COMMISSION # HH 264256 Print Nam **EXPIRES: May 23, 2026** Commission My Commission Expires:

# **EXHIBIT "A"**

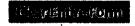
# **Bill of Sale for Phase 2 Utilities**

# **BILL OF SALE**

PROJECT: Cobblestone Phase 2	
PCU PROJECT NO.: <u>04-157.05</u>	
PROJECT LOCATION: US 301 North of SR 56 in Pa	asco County
Cobblestone Community Development Dist (Grantor), (Name of Developer)	in the County of Pasco, State of Florida, for
valuable consideration, the receipt of which is here transfer, and deliver unto Pasco County (Grantee)	
All water and wastewater facilities to the point of d sewer, reclaimed water lines, pipes, and relat constructed in and for the development of <u>Cobbles</u>	ed equipment (listed in Exhibit B)
(Name of the Project), located in the public right within the property described in the attached Exh description and sketch of the property on which the water and wastewater facilities are tabulated on the	the improvements are located). The said
To have and to hold the same to Pasco County, F	lorida, and its successors and assigns, to
And the Grantor hereby covenants with the Grant the said goods, that they are free from all encumb sell the same as aforesaid, and that the Grantor	orances, that the Grantor has good right to
against the lawful claims and demands of all per	sons.
IN WITNESS WHEREOF, the said Grantor has ca	•
hereunto set my hand, on this day of	, 2024 .
Signed, seeled, and delivered in the presence of:	GRANTOR: BY: State for
NAME: NICOLO BI 1-121/	NAME Tatiquetain
Print Print	TITLE: Churpun
NAME: Marle Roscoe	
Print	
wpdata/ut/billofsale	







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PAGE NO. 77

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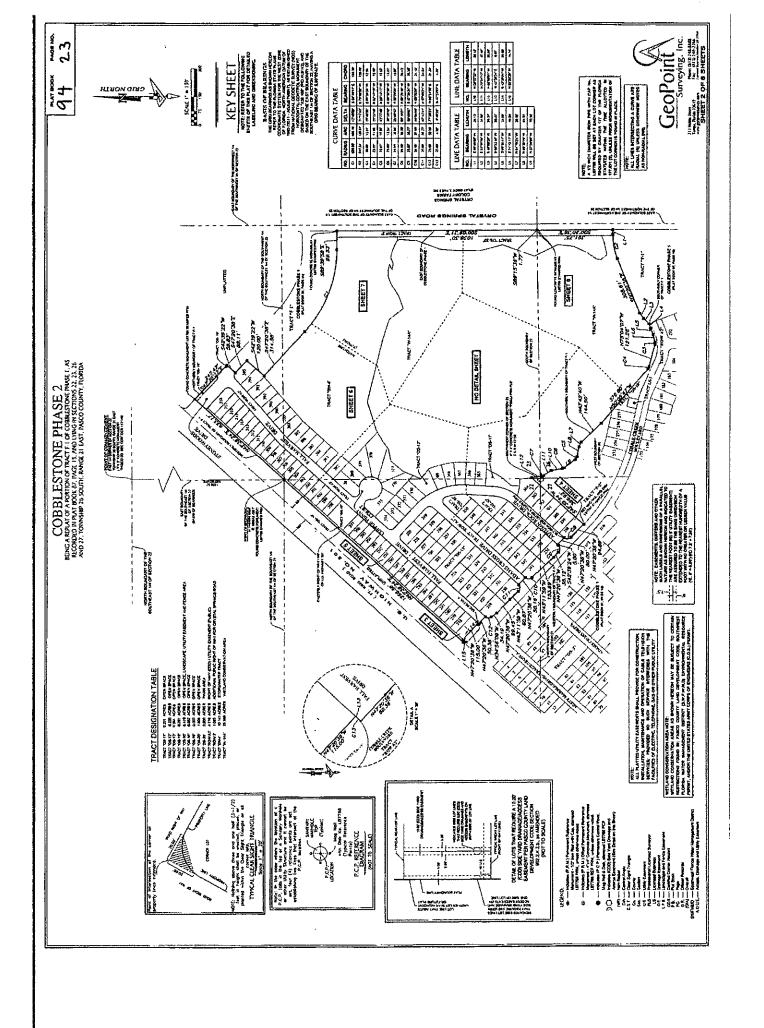
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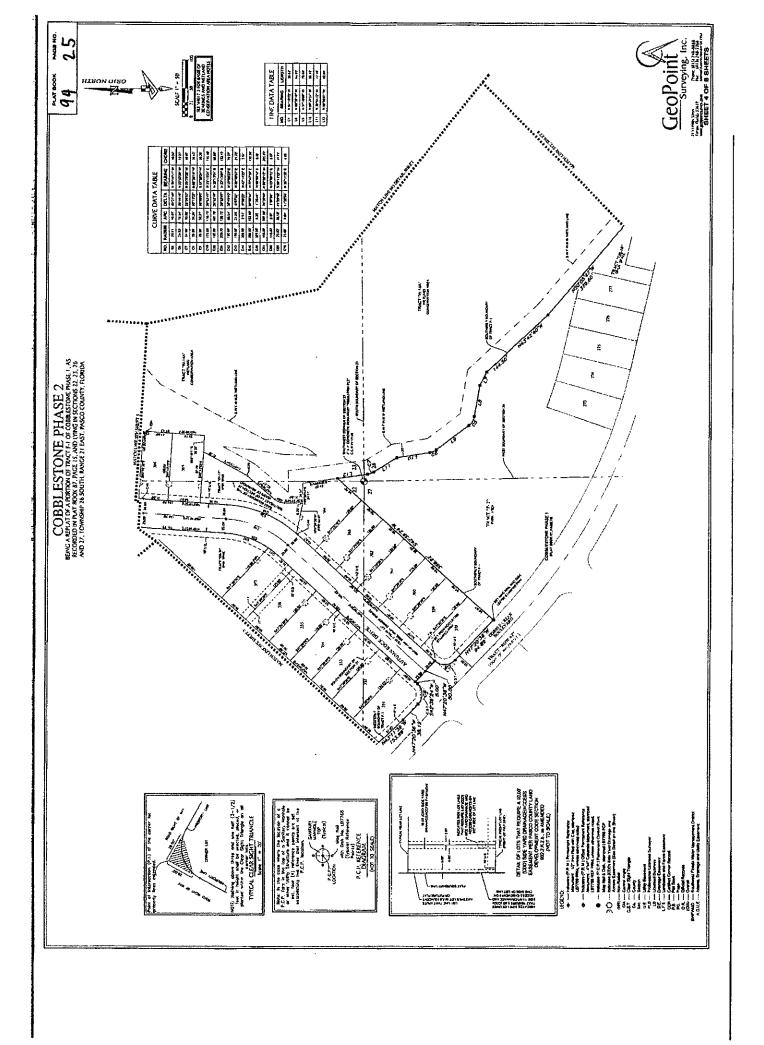
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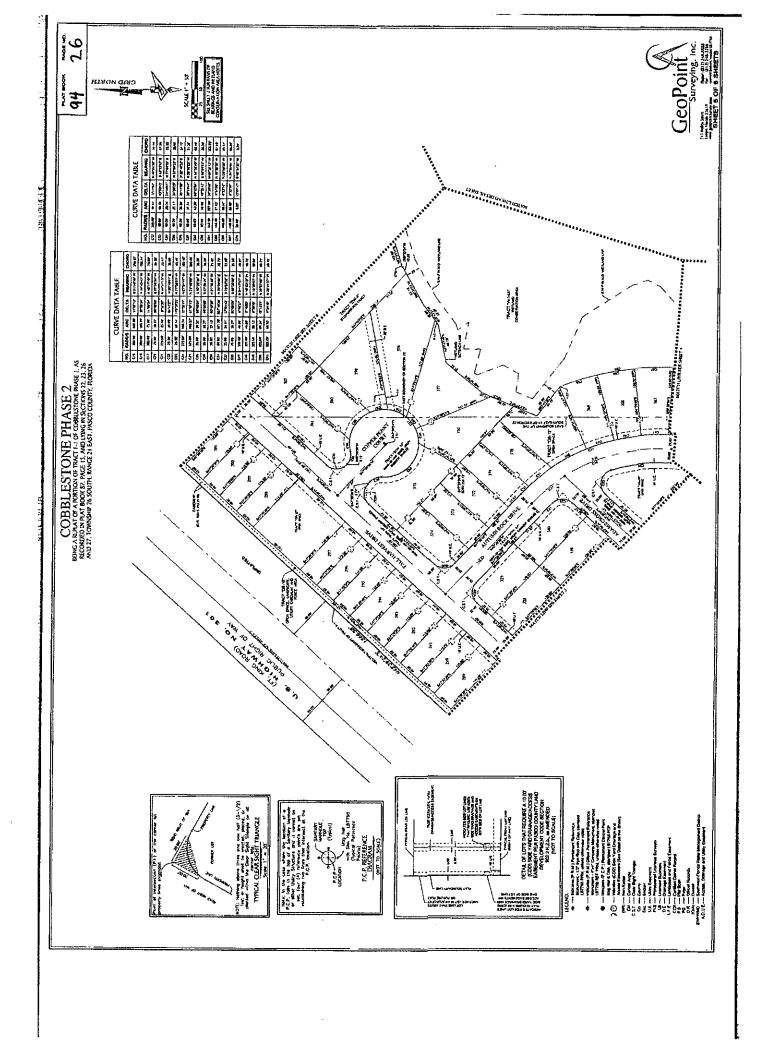
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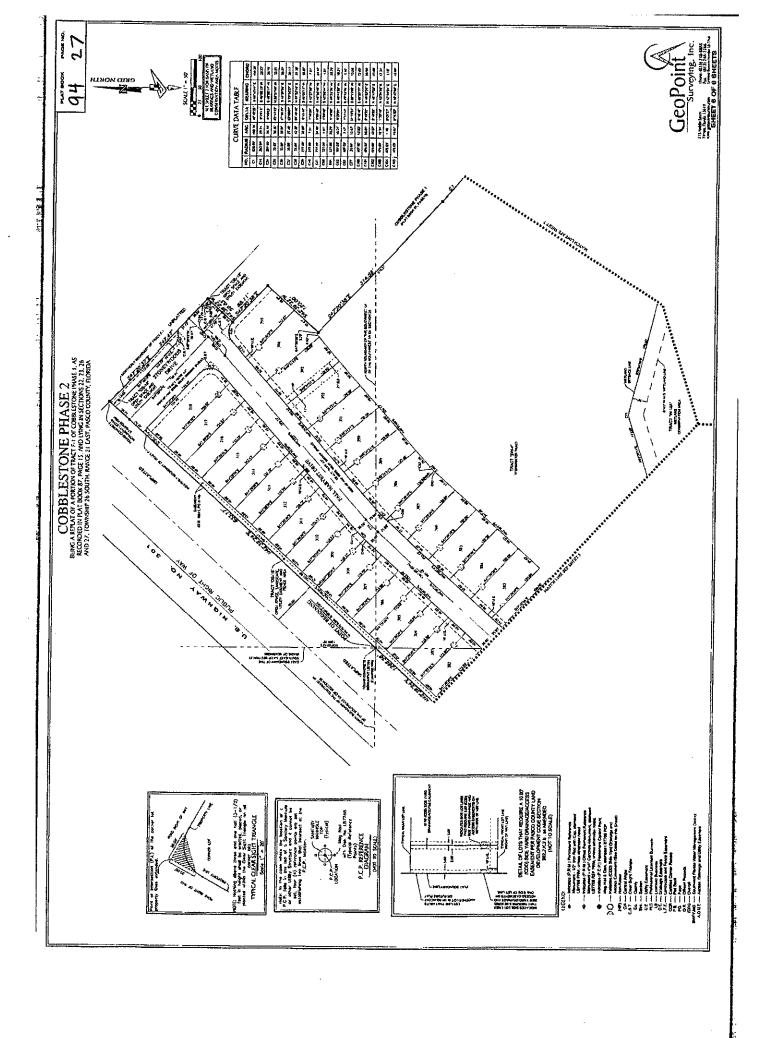
Geopoint Surveying, Inc.

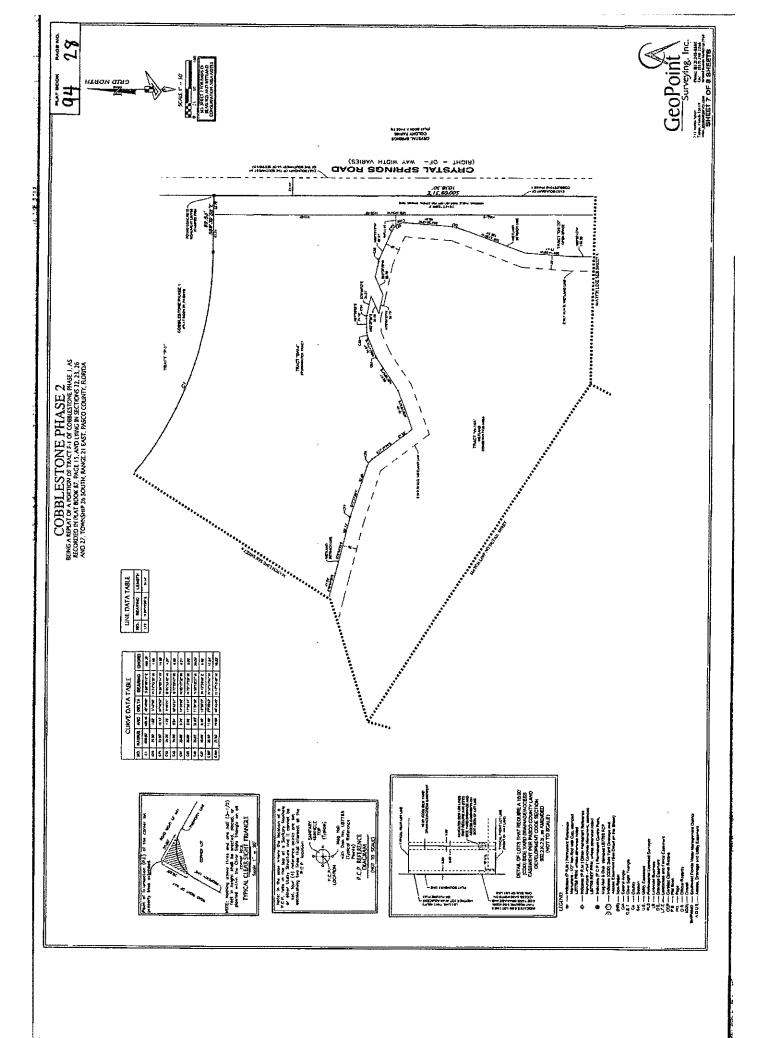


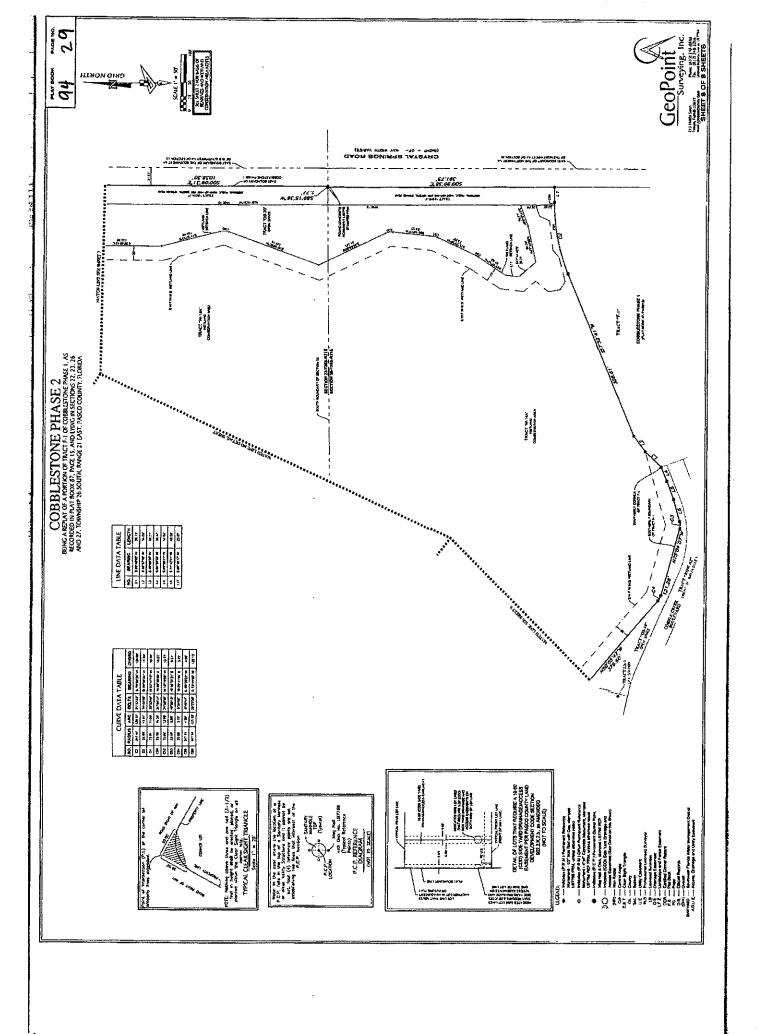












# STREET/OUTDOOR LIGHTING AGREEMENT (New Lighting)

THIS STREET/OUTDOOR LIGHTING AGREEMENT (together with any and all appendices, addenda, exhibits and schedules attached hereto, this "Agreement"), effective as of the 12th day of September 2023, by and between Withlacoochee River Electric Cooperative, Inc., a non-profit Florida corporation, with a principal place of business at PO Box 278, Dade City, Florida 33526-0278 ("WREC"), and Cobblestone CDD, whose address is 2005 Pan Am Circle Suite 300 Tampa, FL 33607 ("Customer").

#### WITNESSETH:

**WHEREAS**, Customer is in possession of the real property located at <u>Cobblestone Phase 2 and more particularly described in <u>Exhibit A</u> attached hereto (the "Property"); and</u>

**WHEREAS**, Customer desires WREC to construct, maintain and operate a street lighting system as more particularly described in <u>Exhibit B</u> attached hereto (the "System") on the Property.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

# 1. SCOPE OF SERVICES

- (a) Pursuant to the terms of this Agreement and WREC's current rules and regulations, WREC shall construct, maintain, and operate the System as shown on the maps, drawings and specifications attached hereto in <u>Exhibit B</u> and furnish all of the electric power and energy necessary for the operation of the System on the Property.
- (b) WREC, whenever it shall find it necessary for the purpose of making repairs upon or improvements in any part of its electric transmission or distribution lines or equipment, shall have the right to suspend temporarily service to the System, but in all such cases reasonable notice thereof shall be given to the Customer, if circumstances permit, and the making of repairs and improvements shall be prosecuted as rapidly as may be practicable.
- (c) The Customer shall grant to WREC all permits, franchises, or authority including a free and continuous right-of-way, necessary to construct, operate, and maintain the System in the streets of or upon the Property.
- (d) The Customer shall become a member of WREC, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and By-laws of WREC and by such rules and regulations as may from time to time be adopted by WREC. In the event there is a conflict between the terms and conditions of this Agreement and WREC's By-laws or any rule or regulation adopted by WREC, the term and conditions of this Agreement shall prevail.

# 2. TERM; TERMINATION

- (a) This Agreement shall become effective on the date first written above and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other twelve (12) months' notice in writing. In addition, WREC shall have the right to terminate this Agreement pursuant to WREC's Service Rules and Regulations and WREC's Articles of Organization and By-laws.
- (b) Upon termination of this Agreement in any manner, WREC shall have the right to remove from the Property any equipment which WREC may have installed to provide service hereunder.

# 3. SYSTEM MALFUNCTIONS

- (a) It shall be the Customer's responsibility to notify WREC in the event of failure of a lighting unit within the System. WREC assumes no responsibility to inspect any lighting units within the System to determine whether they were properly functioning until after such time that WREC has been notified that a unit has malfunctioned. Moreover, if an alleged outage notification is not logged into WREC's reporting registry, it is presumed that no call was ever placed by the Customer and that no outage report was received by WREC.
- (b) WREC will normally repair a malfunctioning or inoperative streetlight or lighting unit within 60 days of receiving notification that the light has malfunctioned. However, the repair may take up to 180 days, and may take longer than 180 days if the customer causes a delay. Further, WREC may require 365 days or longer to repair or to replace the light in the event of a declared state of emergency or natural disaster.

# 4. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

- (a) WREC shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of WREC, WREC shall not be liable for damages caused thereby.
- (b) The Customer is responsible for all aspects of the design of the System's lighting plan. WREC has not conducted any study regarding the application of a particular lighting unit for the Customer's lighting needs and WREC assumes no responsibility for the adequacy or appropriateness of the System's lighting unit. Furthermore, WREC makes no warranties as to the adequacy, sufficiency or appropriateness of the System's lighting for purposes of safety, security or other illumination. It is the Customer's responsibility to select the size, style and location of the lighting units and to monitor whether the lighting units that they have requested from WREC are adequate for the Customer's particular needs. It also is the Customer's responsibility to request that WREC change any aspect of the lighting unit within the System if the unit is not adequate for the Customer's needs. The Customer must pay for any appropriate charges and fees for any requested changes.

- (c) WREC does not guarantee continuous lighting within the System and will not be liable to any person or entity for damages related to any interruption, deficiency or failure of a light. WREC will use normal industry practices to attempt to furnish reliable electrical energy to the System and will repair the System after notification, but WREC does not and cannot guarantee 100% reliability. WREC reserves the right to interrupt service to the System or a lighting unit within the System at any time for necessary repairs to lines or equipment.
- (d) Customer herewith indemnifies and holds harmless WREC from any and all liability or damage that WREC or any other person or entity may suffer as a result of, or in any way relating to or arising out of, the design or operation of the System, including, but not limited to, the appropriateness of the System or the illumination of any lighting unit within the System to provide safety or security to third parties.

# 5. TERMS OF PAYMENT

- (a) The initial billing period shall start when the Customer begins using electric power and energy, or ten (10) days after WREC notifies the Customer in writing that the System is available hereunder, whichever shall occur first.
- (b) The Customer shall pay WREC pursuant to WREC's current rules and regulations adopted by WREC for the System and all electricity furnished hereunder. If the Customer shall fail to make any such payment within the time period provided in WREC's current rules and regulations, WREC may discontinue service to the Customer upon giving ten (10) days' written notice to the Customer of its intention so to do, provided, however, that nothing herein contained shall relieve the Customer of its obligation to receive electrical service in accordance with the provisions of this Agreement.
- (c) The Customer agrees that the rates charged for street lighting shall be those rates specified in the WREC's Rate Schedule "AL" attached hereto as Exhibit C, which may be adjusted from time to time in WREC's sole and absolute discretion. Such adjusted rate schedules shall be on file with the Florida Public Service Commission. Customer shall provide WREC with cash, a bond or letter of credit to secure the payment of the total amount of fixture and pole charges that remain owed to WREC in the event this Agreement is terminated within five (5) years of the start of Customer's initial billing period.
- (d) Transfer of fixtures from one location to another on the Property at the request of the Customer shall be at the expense of the Customer. All charges hereunder are subject to Florida State Sales Tax unless Customer is exempt therefrom. Replacement of lamps, glassware and accessory equipment willfully or maliciously broken by persons unknown shall be paid for by the Customer at WREC's replacement cost.

# 6. ASSIGNMENT

No party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party; any such attempted assignment shall be null and void.

# 7. SUCCESSORS

This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties.

# 8. SURVIVAL

The provisions of this Agreement which by their nature are intended to survive, shall survive completion, expiration, recession or termination of this Agreement.

# 9. GOVERNING LAW

The validity of this Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

# 10. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

# 11. HEADINGS

The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

# 12. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

# 13. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

- (a) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.
- (b) A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

# 14. <u>ENTIRETY OF AGREEMENT</u>

This Agreement together with all appendices, exhibits, schedules, attachments and addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth above.

CUSTOMER	WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.
Signature	Signature
Printed Name of Customer	Chuck Sheets Eng. Tech Printed Name and Title
Title	
Date	

# **EXHIBIT "A"**

# Legal Description 22-26-21-0090-ROWA3-0000

Assessed in Section 22, Township 26 South, Range 21 East of Pasco County, Florida

COBBLESTONE PHASE 2 PB 94 PG 022 TRACT ROW A3

# EXHIBIT B

<b>Type</b>	<u>Description</u>	<b>Quantity</b>
230	LED Shoebox 250W HPS EQ Stock# 6677	24
910	Concrete 30' Tenon Pole Stock# 6865	24

# EXHIBIT C

<b>Type 230</b>	<u>Description</u> LED Shoebox 250W HPS EQ Stock# 6677	<u>Rate</u> \$20.09
910 Concrete 30' Tenon Pole Stock# 6865		\$4.50

# Your Touchstone Energy® Partner





	STATEMENT		
Customer	-		
Name	Cobblestone CDD		
Address	2005 Pan Am Circle Suite 300		
	Tampa, FL 33607		
	(Attention: Stephen Bennett)		
Date	01/06/25	WREC W.O. Number	
Job Location	Cobblestone Phase 2		
Account Number			

Qty	Description	Unit Price	TOTAL
1	2 month deposit for Phase 2 streetlights	\$1,180.00	\$1,180.00
1	5 year deposit for Phase 2 streetlights	\$32,760.00	\$32,760.00
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		TOTAL	\$33,940.00

Please remit to: W.R.E.C.

Attn: Michael Gulvin, Engineering Dept.

**30461 Commerce Drive** San Antonio, FL 33576

For questions regarding this statement, please contact:

Michael Gulvin at Extension # 1130







Proposal #178031224

Contact
Tonja Stewart
Phone 813 223-9500
tonja.stewart@stantec.com

Customer Cobblestone Site 2926 Ivory Bluff Court Zephyrhills, FL 33540 Job Cobblestone Site 2926 Ivory Bluff Court Zephyrhills, FL 33540

# **PROPERTY IMPROVEMENTS**

# **Excavation and Investigations**

# Scope of work:

- 1. Secure the jobsite for the safety of crew and residents using barricades and/or cones.
- 2. Saw cut and excavate 3 areas approximately 9' x 13', 8' x 8', and 8' x 8' to a depth of approximately 2' to 3' to confirm the cause of undermining.
- 3. Haul debris from site.
- 4. Backfill and compact the sub-base in 12" lifts to insure proper compaction.
- 5. Install 6" of crushed concrete base material to 3 areas and compact.
- 6. Patch and compact to 1.5" Type SP 9.5 asphalt in 3 areas totaling approximately 245 square feet.

# Labor and Material - \$13,888.00

# Notes:

- \*DUE TO THE CRITICAL NATURE OF ESCALATING MATERIAL COSTS, MATERIAL PRICES ARE SUBJECT TO POTENTIAL MONTHLY, WEEKLY OR DAILY CHANGES. SHOULD THIS SITUATION ARISE, ACPLM WILL PROVIDE DOCUMENTATION OF MATERIAL ADJUSTMENT(S). A BILLABLE CHANGE ORDER MAY BE REQUIRED DUE TO THESE CHANGES.
- \*WORK TO BE DONE IN ONE MOBILIZATION, WHICH COVERS THE DURATION AND COMPLETION OF THE PROJECT. IF ADDITIONAL MOBILIZATIONS ARE REQUESTED BY THE CUSTOMER THE ADDITIONAL MOBILIZATIONS WILL BE AN EXTRA CHARGE.
- \*ACPLM IS NOT RESPONSIBLE FOR DAMAGE TO PRIVATE OR PUBLIC UNDERGROUND UTILITIES TO INCLUDE BUT NOT LIMITED TO, IRRIGATION, PHONE AND CABLE LINES. ANY ADDITIONAL WORK REQUIRED BY ANY OF THESE TYPES OF ITEMS, WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- \*IF MORE SEVERE DAMAGE IS UNCOVERED AT THE TIME OF THE INVESTIGATION, IT WILL BE BROUGHT TO MANAGEMENT'S ATTENTION FOR A CHANGE ORDER BEFORE WORK PROCEEDS.
- \*NOT INCLUDED IN THE ABOVE SCOPE OF WORK IS DEWATERING. SHOULD DEWATERING BE REQUIRED, IT WILL BE BROUGHT TO MANAGEMENT'S ATTENTION FOR A CHANGE ORDER BEFORE WORK PROCEEDS.











Proposal #178031224

Contact
Tonja Stewart
Phone 813 223-9500
tonja.stewart@stantec.com

Customer Cobblestone Site 2926 Ivory Bluff Court Zephyrhills, FL 33540 Job Cobblestone Site 2926 Ivory Bluff Court Zephyrhills, FL 33540

#### **PROPERTY IMPROVEMENTS**

# **Notes continued:**

- \*NOT INCLUDED IN THE ABOVE SCOPE OF WORK IS SHORING. SHOULD SHORING BE REQUIRED, IT WILL BE BROUGHT TO MANAGEMENT'S ATTENTION FOR A CHANGE ORDER BEFORE WORK PROCEEDS.
- \*NOT INCLUDED IN THIS PROPOSAL ARE PLUGS AND COMPRESSOR. SHOULD THESE ITEMS BE REQUIRED,IT WILL BE BROUGHT TO MANAGEMENT'S ATTENTION FOR A CHANGE ORDER BEFORE WORK PROCEEDS.
- \*LANDSCAPING/ SOD TO BE REPAIRED BY OTHERS.
- \*NEW ASPHALT IS SUSCEPTIBLE TO SCUFFING AND MARKS UNTIL IT HAS PROPERLY CURED.
- \*ACPLM CANNOT BE RESPONSIBLE FOR POWER STEERING MARKS TO THE NEW ASPHALT.
- \*THE ASPHALT IN THIS PROPOSAL IS RECYCLED MIX AT 110 Lb. YIELD, UNLESS OTHERWISE NOTED.
- \*MATERIAL ACCEPTANCE IS BASED UPON MATERIAL LAB RESULTS FROM ASPHALT SUPPLIER.
- \*PRIOR TO PAVING, A COPY OF THE ASPHALT SPECIFICATIONS, RESULTS OF BASE DENSITY TESTS WILL BE REQUIRED, OTHERWISE ANY SPECIFIC ASPHALT DENSITY REQUIREMENTS ARE WAIVED.
- \*SAW CUTTING WILL CAUSE DUST TO ACCUMULATE IN THE AIR AND WIND MAY CAUSE THE DUST TO SETTLE ON NEARBY PARKED CARS AND BUILDING STRUCTURE.

  PONDING OF WATER. DUE TO THE ELEVATIONS IN THE EXISTING PARKING LOT, IT CANNOT BE GUARANTEED THAT STANDING WATER WILL BE 100% ELIMINATED.
- \*PROPOSAL DOES NOT INCLUDE IRRIGATION LINES, SPRINKLER HEADS, SOD, NOR LANDSCAPING. EVERY EFFORT WILL BE MADE NOT DAMAGE THESE ITEMS. HOWEVER, DUE TO THE NATURE OF THIS TYPE OF WORK AND THE DAMAGE ALREADY CAUSED BY THE ROOTS, SOME DAMAGE MAY OCCUR IN ORDER TO MAKE THE NECESSARY REPAIRS. ANY ADDITIONAL WORK REQUIRED BY ANY ADDITIONAL ITEMS, WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER. IF WORK IS APPROVED, IT IS RECOMMENDED THE LANDSCAPING COMPANY IS MADE AWARE AND ON STAND BY.
- \*DUE TO THE NATURE AND SCOPE OF THIS WORK, THE LOCATION OF THIS WORK, THE MATERIAL, TRUCKING AND EQUIPMENT NECESSARY TO PERFORM THIS WORK, ACPLM MAY CAUSE SCUFFING AND ADVERSELY AFFECT THE AESTHETICS OF THE PAVEMENT IN AND AROUND THE WORK AREAS. ALTHOUGH EVERY EFFORT WILL BE MADE TO MINIMIZE ANY AND ALL AFFECTS, ACPLM CANNOT GUARANTEE AGAINST THEM. ADDITIONAL WORK REQUIRED BY ANY OF THESE TYPES OF ITEMS WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.









Proposal #178031224

Contact
Tonja Stewart
Phone 813 223-9500
tonja.stewart@stantec.com

<u>Customer</u> Cobblestone Site 2926 Ivory Bluff Court Zephyrhills, FL 33540 Job Cobblestone Site 2926 Ivory Bluff Court Zephyrhills, FL 33540

#### PROPERTY IMPROVEMENTS

# **Notes continued:**

- \*DUE TO THE ELEVATIONS IN THE EXISTING WORK AREA, IT CANNOT BE GUARANTEED THAT STANDING WATER WILL BE 100% ELIMINATED. THIS WORK WILL NOT CORRECT ANY EXISTING DRAINAGE PROBLEMS ON SITE. SLOPES WITH LESS THAN ¼ OF AN INCH OF FALL PER FOOT ARE CONSIDERED FLAT AND ACPLM WITH NOT BE RESPONSIBLE FOR PONDING OF WATER.
- \*IT IS THE CUSTOMER'S RESPONSIBILITY TO HAVE A TOWING COMPANY ON SITE AND AVAILABLE FOR TOWING VEHICLES OBSTRUCTING THE JOB SITE. IF VEHICLES CANNOT BE MOVED IN A TIMELY MANNER, WE WILL NEED TO RESCHEDULE THE WORK AND A CHANGE ORDER WILL BE REQUIRED FOR THE ADDITIONAL MOBILIZATION.
- \*BARRICADES WILL BE PROVIDED TO CLOSE OFF WORK AREA. ACPLM IS NOT RESPONSIBLE FOR PERSONS ENTERING AREAS CLOSED OFF WITH BARRICADES, NOR FOR DAMAGE TO PROPERTY OR INJURY TO PERSONS ENTERING THE AREA.
- \*PERMIT FEES AND PROCUREMENT FEES ARE NOT INCLUDED. THE COST OF THE PERMIT, IF REQUIRED, AND ALL COSTS ASSOCIATED WITH OBTAINING A PERMIT, AND ANY ADDITIONAL WORK REQUIRED BY THE PERMIT, WILL BE AN EXTRA COST THAT SHALL BE PAID BY THE CUSTOMER.
- \*90% OF THE CONTRACT AMOUNT AND CHANGE ORDERS MUST BE PAID PRIOR TO COMPLETING PUNCH LIST ITEMS AND/OR CHANGES FOR ADDITIONAL WORK REQUIRED BY CITIES OR MUNICIPALITIES.
- \*MATERIAL AND WORKMANSHIP ARE GUARANTEED FOR 12 MONTHS.







Proposal #178031224

Contact
Tonja Stewart
Phone 813 223-9500
tonja.stewart@stantec.com

Customer Cobblestone Site 2926 Ivory Bluff Court Zephyrhills, FL 33540

Job Cobblestone Site 2926 Ivory Bluff Court Zephyrhills, FL 33540

# **PROPERTY IMPROVEMENTS**

# **Customer Billing Information**

Thank you for choosing ACPLM. To ensure we contact the correct person for any billing correspondence and questions, please fill out the Billing Contact Information below and send back with your signed proposal. We look forward to working with you.

The terms of your contract are:

Net 30 Days Upon Substantial Completion

If Paying by ACH Payment the ACH Fees Will Be Added to the Invoiced Amount Due

Acceptance of Terms – Payment will be made as outlined above. All payments later than 30 days after the due date shall bear interest at 18% per annum.

Bill To Name and Address:		
Job Site Name and Address:		
Billing Contact Name:		
Billing Phone Number:		
Email Address:		
Billing Instructions:		











Proposal #178031224

Contact
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Phone 813 223-9500
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Job Cobblestone Site 2926 Ivory Bluff Court Zephyrhills, FL 33540

# **PROPERTY IMPROVEMENTS**

# **Terms: Net 30 Days Upon Substantial Completion**

# If Paying by ACH Payment the ACH Fees Will Be Added to the Invoiced Amount Due

ACPLM Authorized SignatureSe	ean Fernandez
	Sean Fernandez
Cell: 813 94	13-4665 sfernandez@acplm.net
· · · · · · · · · · · · · · · · · · ·	ecifications and conditions are satisfactory and are hereby s specified. Payment will be made as outlined above. All payments r interest at 18% per annum.
Date of Acceptance	
Customer's Authorized Signature	

Terms and Conditions: Payment is due in full upon project completion unless prior arrangements have been made in advance. If any legal action arises out of this agreement or breach thereof, the customer will be responsible for all attorney fees and incurred late fees. Any alteration of deviation from the above specifications involving extra costs of material or labor will be an additional charge outside of the scope listed in this proposal. Sprinkler systems on the property are to be off for the duration of the project. Customer assumes responsibility for removing all vehicles from the area outlined above.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or authorized deviation from the original specifications, involving extra cost, to be executed only upon receiving written change orders and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents, weather or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our employees are fully covered by Workers Compensation Insurance. Due to the unpredictable movement of material and production costs, this proposal is good for 10 days from the proposed date, after which prices are subject to change to accommodate current industry pricing.

# **Proposal Amount - \$13,888.00**









































































# Stantec Consulting Services, Inc.

777 S Harbour Island Boulevard, Suite 600 Tampa, FL 33602

# FIELD REPORT

**PROJECT NAME:** Cobblestone CDD

PROJECT NUMBER: 215617076

**COUNTY:** Hillsborough County **RECORDED BY:** Tyson Waag, P.E.

OBSERVATION DATE(s): November 25, 2024

# Description of weather over period covered:

Mid 70s, Sunny and clear sky

# **Activities:**

At the request of the Cobblestone CDD Board, Tyson Waag, P.E. with Stantec performed a visual inspection of an area experiencing drainage issues just southwest of Pond 1 (Cobblestone Construction Plans, Sheets C4.01-C4.02). It was observed that the area had been previous submerged under water, which reportedly made it difficult to install the permitter privacy fence and for the grounds crew to properly maintain the area. A small team was performing maintenance of the area and found the outlet to control structure CS-1 overgrown and potentially clogged. The drain outlet is not the direct reason for the flooding but does need to be properly maintained. A determination of cause was not completed on site (Photos of the inspection are shown below).

Researching the permitted plans, the drainage report, and analyzing aerials provided insight that the water is intended to drain to the south onto the neighboring property and into their water storage pond/wetland area. Just beyond the south CDD property fence line there is a 36" corrugated metal pipe (CMP) and according to the drainage report the outfall for Pond 1 is to the 36" CMP. The pipe appears to be associated with a pond/wetland area just to the south and would be where the water is intended to be stored or transported (Excerpts from the plans, drainage report, and aerials are shown below).

This past rainy/hurricane season saw record rainfall this year to include two back-to-back hurricanes (Hurricane Helene and Hurricane Milton). Many of the stormwater systems were operating at or above capacity for several weeks before the two hurricanes came. We have had several communities experience flooding and back-ups due to high tailwater elevations at the bay, wetlands, creeks, and streams. The saturated soil conditions decreased water infiltration and ponding conditions sustained for longer periods of time.

# Contractors, subcontractors, and county/district officials:

Bryan Radcliff, District Manager, Cobblestone CDD

Equipment on-site: N/A

Materials on-site: N/A

# Required actions and issues observed at inspection:

At this time, the District Engineer, Tyson Waag, P.E., would recommend that the district properly maintain the drain to control structure CS-1 associated with Pond 1 and allow for an observational period at the beginning of the next rainy season in June/July 2025 to allow for proper determination of the ponding cause. More than likely the neighboring downstream pond was at capacity and the area upstream of the 36" CMP was flooded due to high tailwaters. If the ponding continues next year, then the next step would be to involve county code enforcement to request that the neighbor inspect and maintain their drainage system.

Photo 1- Images of the drainage area where flooding occurred. Maintenance crew was able to mow the grass and trim the edges along the fence lines.

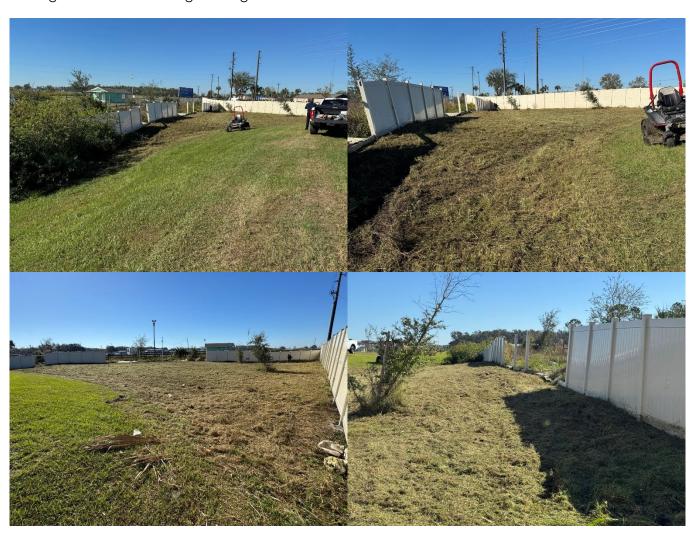


Photo 2 – Images of Pond 1 control structure CS-1 and the outfall drain. The drain was previously overgrown and could have potentially been clogged. The unmaintained drain did not cause the flooding.





Photo 3 – Aerial images of Cobblestone's Pond 1 and the Neighbor's Pond/Wetland Area. Aerial 1 displays the overal area detail each of the stormwater system elements. Aerial 2 displays the flow of water from Pond 1 to the inlet of the neighbor's pond area. If the water elevations of the Neighbor's pond was above capacity, the water will back up to the pipes entrance and on Cobblestone's property.



Photo 4 – Excerpt from the submitted plans that details control structure CS-1, connecting 30" RCP, outfall drain BU-1, and Topography showing water flow to the neighboring 36" CMP.

