

**RIVERBEND WEST  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA PACKAGE**

**Monday, November 13, 2023, at 6:00 p.m.**

**Meeting to be held at:**

**SouthShore Regional Library  
15816 Beth Shields Way  
Ruskin, FL 33573**

**Remote Participation:**

Call in (audio only) (646) 838-1601 or (646) 568-7788, 816 805 846#



2654 Cypress Ridge Blvd. Suite 101  
Wesley Chapel, FL 33544  
(813) 652-2454

# Riverbend West Community Development District

## Board of Supervisors

Kevin Kaspar, Chairman  
Morgan Woodcock, Vice Chairman  
Keith Cascio, Assistant Secretary  
Rebecca Hartsook, Assistant Secretary  
Joe Collins, Assistant Secretary

## Staff:

Jennifer Goldyn, District Manager  
John Vericker, District Counsel  
Phil Chang, District Engineer  
Leo Llubes, Landscape Inspection

## Meeting Agenda Monday, November 13, 2023 – 6:00 p.m.

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1. **Call to Order and Roll Call**
2. **Audience Comments on Agenda Items – Three- (3) Minute Time Limit**
3. **Staff Reports**
  - A. Aquatics Report ..... Page 3
  - B. Field Inspection Report ..... Page 13
  - C. Landscape Inspection Report
    - A. Consideration of Hawthorn Replacement Proposal..... Page 20
  - D. District Counsel
  - E. District Engineer
  - F. District Manager
4. **Business Items**
  - A. None
5. **Business Administration**
  - A. Consideration of Regular Meeting Minutes from October 16, 2023 ..... Page 27
  - B. Review of October 2023 Financials and Check Register  
(Under Separate Cover)
6. **Supervisor Requests**
7. **Adjournment**

*The next meeting is scheduled for Monday, December 11, 2023*



# **Riverbend West Community Development District Waterway Inspection Report**

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**Reason for Inspection:**  
Quality Assurance

**Inspection Date:**  
11/1/2023

**Prepared for:**  
Riverbend West  
Community Development District

**Prepared by:**  
Tom Donaghy, Service Manager  
Doug Agnew, Senior Environmental Consultant

[www.AdvancedAquatic.com](http://www.AdvancedAquatic.com)  
[lakes@advancedaquatic.com](mailto:lakes@advancedaquatic.com)

292 S. Military Trail, Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa  
1-800-491-9621



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## Waterway Inspection Report | Page 2

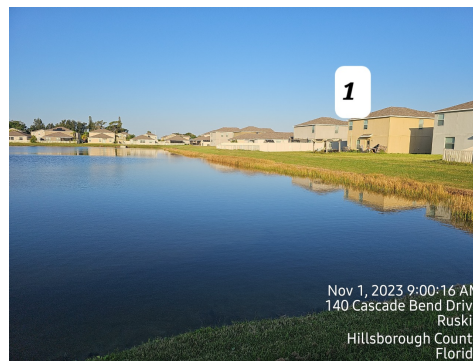
### Site Assessments

#### Pond 1

##### Comments:

Normal Growth Observed

Torpedograss and algae observed and treated.



#### Pond 2

##### Comments:

Site Looks Good

Torpedograss and algae observed and treated.



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## Waterway Inspection Report | Page 3

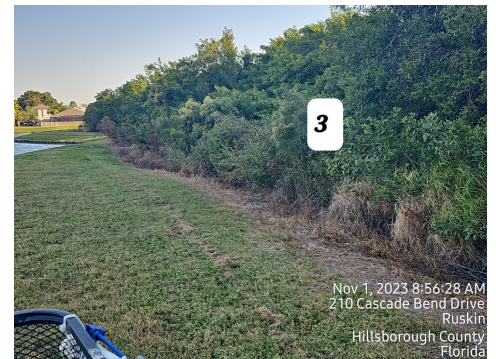
### Site Assessments

#### Wetland Buffer 3

##### Comments:

Normal Growth Observed

Cat. 1 Invasive & Exotic plant species targeted within the entire buffer area surrounding this wetland conservation area.



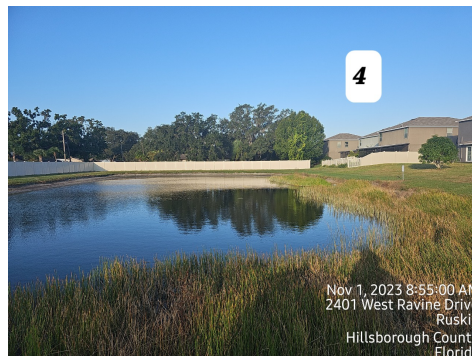
#### Pond 4

##### Comments:

Site Looks Good

Algae & Torpedograss observed and treated.

Very healthy stand of native Spikerush (*Eleocharis interstincta*) covering a portion of this pond.



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## Waterway Inspection Report | Page 4

### Site Assessments

#### Ditch 5

##### Comments:

Normal Growth Observed

Algae observed and treated. Keeping outflow structure clear.

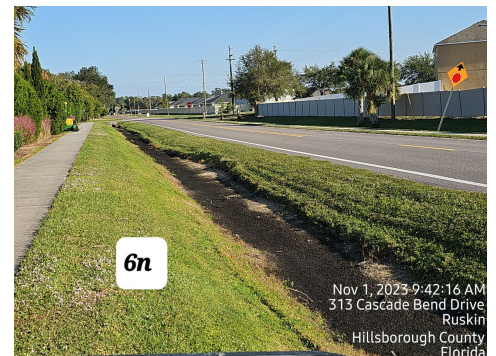


#### Ditch 6N

##### Comments:

Normal Growth Observed

Torpedograss observed and treated.



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## Waterway Inspection Report | Page 5

### Site Assessments

#### Ditch 6S

##### Comments:

Normal Growth Observed

Torpedograss observed and treated.



#### Ditch 7

##### Comments:

Normal Growth Observed

Torpedo grass observed and treated.

Large washout where #'s 7 and 8 meet.

This occurred after the #7 ditch was cleared.



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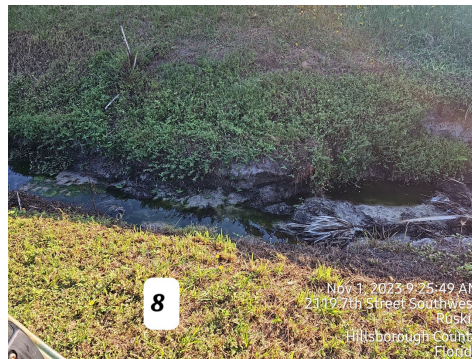
### Site Assessments

#### Ditch 8

##### Comments:

Normal Growth Observed

Algae observed and treated.



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## Waterway Inspection Report | Page 7

### Site Assessments

#### Pond 1

##### Comments:

Normal Growth Observed

Algae and Torpedograss observed and treated.

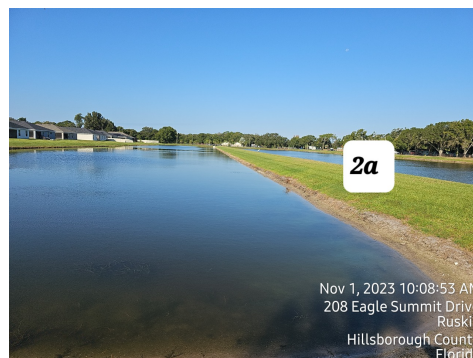


#### Pond 2

##### Comments:

Normal Growth Observed

Hydrilla observed and treated.



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Map



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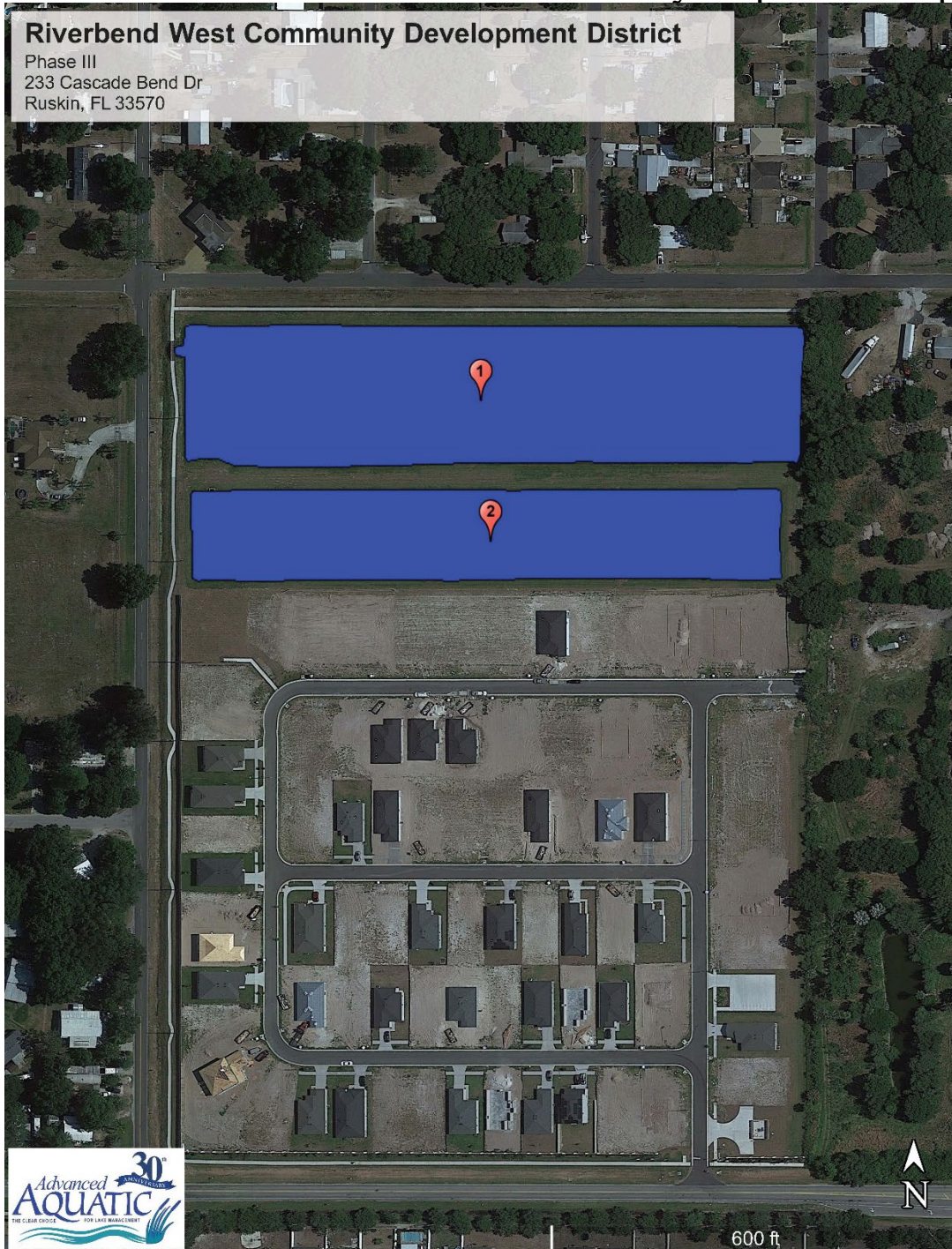
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## Waterway Inspection Report | Page 10



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# NOVEMBER 2023 FIELD INSPECTION REPORT. (RBW)

RIVERBEND WEST CDD

Friday, 03 November 2023

Prepared For Board of Supervisors

11 Issues Identified

Leo Lluberes

Inframark Management Services





### Issue 1.

There is a lot of trash alongside 21st. drainage.



### Issue 2.

There is a lot of trash alongside 21st. Drainage.



### Issue 3.

Assigned To Pine Lakes Nursery

The flower beds throughout the community have lots of debris and clipping laying on the ground. This needs to be addressed. This issue is causing a messy appearance.



### Issue 4.

Assigned To Pine Lakes Nursery

The flower beds throughout the community have lots of debris and clipping laying on the ground. This needs to be addressed. This issue is causing a messy appearance.





### Issue 5.

Assigned To Pine Lakes Nursery

The area around the fence line needs to be weeded and treated. Please remove the excess grass.



### Issue 6.

Assigned To Pine Lakes Nursery

At the dog park, the Muhly grass has grown out to the sidewalk and needs to be pushed back.



### Issue 7.

Assigned To Pine Lakes Nursery

At the dog park, the Muhly grass has grown out to the sidewalk and needs to be pushed back.



### Issue 8.

The dog park is filled with trash scattered throughout the area





### Issue 9.

Assigned To Pine Lakes Nursery  
Please replace.



### Issue 10.

Assigned To Pine Lakes Nursery  
The tree appears to be dead and requires replacement. Please provide warranty options or a like-for-like proposal.



### Issue 11.

Assigned To Pine Lakes Nursery

Please remove all the vines on the fence line.



## Proposal #3002

### 50 Hawthorn at both entrance

**Date**

**Customer** Jennifer Goldyn | Riverbend West CDD | 368 Cascade Bend Dr | Ruskin, FL 33570

**Property** Riverbend West CDD | 368 Cascade Bend Dr. | Ruskin, FL 33570

### Demo and Prep

**Demo and Prep**

Items	Quantity	Unit	Price
Labor Enhancement	16.00	Hr	
3 gal Hawthorn	50.00	3 Gal	

**Demo and Prep:** \$1,670.01

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**PROJECT TOTAL:** \$1,670.01

### Terms & Conditions



# Terms & Conditions

## Payment Terms

Any proposal exceeding \$5,000 for an enhancement to a Maintenance property, a 50% deposit will be required upon acceptance to schedule job. The remaining 50% balance will be due upon completion of job.

Payments made via credit card will be accepted up to \$4,750 and will include an additional 3% credit card fee.

If payment requires Pine Lake to create and/or setup an account in an additional software, Pine Lake reserves the right to charge an administrative fee along with passing along any software fees charge.

## Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

This Proposal price is valid for Thirty (30) days. We reserve the right to modify pricing after that time to reflect current market prices.

Site work is excluded unless specified in writing within the Proposal. Site should be at finished grade (within 1" of final grade), with all soils in sod and planting areas to be loose, not compacted, and ready to install landscape material. If site is not at finished grade, Contractor reserves the right to delay until site is properly prepared.

Removal of base material and/or aggregate material within all landscape planting areas, sod areas and other green space areas that impedes or impacts proper planting of plant material and sod.

Soil replacement where base material and/or aggregate material was removed for proper planting

Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor reserves the right to retain an expert to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.

Soil, Sod and/or Mulch quantities are estimates only. They do not account for disturbed

construction areas or other fluctuations. Invoices will reflect actual quantities used at proposed price per unit.

Conduit and connections for electrical, gas, and all other utilities and services

Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material, or disposal charges

MOT for temporary traffic control

Any Irrigation or utility trenching thru roads, road base, concrete, or rock will incur additional costs

Any cutting or repairing of any hard surface such as asphalt, concrete, pavers or curbs for irrigation or landscape

We need 72 hours' notice prior to road base material or concrete work is installed so that sleeves and/or road boxes are installed

bores are installed

#### Backflow Connection

Water source for irrigation is based on specifications at the dedicated meter of the location marked on irrigation plan sheet. If a different location of the dedicated water source is established during construction a change order will be entered into to adjust for the costs associated with the new route for mainline and connections.

Man hours required to find installed buried irrigation sleeves or irrigation piping in areas where asphalt, concrete, curbs, or other hard surfaces are installed prior to completing the irrigation system and where markings or stubs have been placed to show location of irrigation sleeves or piping and these markers have been damaged, buried, or removed by others.

Additional man hours required to maintain plant material and/or sod of a landscape and irrigation installation project that:

Has been started by Pine Lake Nursery and Landscape and/or its subcontractors and is interrupted, delayed, impeded, or prohibited, by others from being worked on continuously until the landscape and irrigation project is completed. Pine Lake Nursery and Landscaper and its subcontractors are excluded.

Upon completion of the landscape and irrigation installation project as specified in the landscape and irrigation plan sets is considered complete but will not be accepted as completed until the project as a whole is accepted as complete.

Existing tree preservation, barricading, pruning, root pruning, or inventory

Repairs to any erosion control measures that are damaged or inoperative prior to commencement of landscape and irrigation work

Any planting of sod or other ground cover as required by any municipality when construction of landscape and irrigation has ceased or been suspended for more than 30 days that is no fault of the landscape or irrigation contractor or subcontractors

Warranty on transplanted plant material from the project site

Warranty on plant material that is not rated to grow in established USDA plant hardiness growth zone(s)

#### **Procedure for Extra Work, Changes and Escalation**

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.

Change Order: The quantities or specifications of material as outlined in the Proposal could be

adjusted at any time with approval in the form of a signed Change Order. Change Orders will be executed using current market prices

### **Escalation Clause**

In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of the Construction Manager, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 5 percent between the date of this Contract and the date of installation

## **Warranty and Tolerances**

**Payments Received:** The Warranty for the contract is only valid if payment is received in full on acceptance of the work

**Diligence:** The Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract

**Competence:** The Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.

**Site Unknowns:** It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock, and shale sub surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the proposal and may require changes in design and construction to overcome such problems – all for which the

Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities.

**Damaged Utilities:** Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities

Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client

Damage to installed material (plants, trees, sod, etc.) by foot traffic, machinery, equipment, other trades, owner neglect or acts of nature will be excluded from any warranty and will not be replaced at the cost of Contractor. Damage due to pest infestation is excluded from warranty and any damaged material will not be replaced at the cost of the Contractor. If, however, the Contractor has a separate maintenance contract with the client, pest control would fall under that contract and would be subject to those warranty parameters. Damage due to improper watering after final acceptance will not be replaced at the cost of the Contractor.

## Material Tolerances

Wood: Pressure treated wood cannot be guaranteed against warp, age, checking, or cupping.

Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone.

Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.

Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots.

Warranty Time Period: The Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are

subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system.

Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements for the Warranty to remain in effect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding, eaves, troughs that damage plants, fallen branches, animal caused damage, damaged/ burst irrigation or drainage pipes that were not maintained properly, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor.

Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one-year warranty will be void.

chosen and approved the use of substandard materials for any application that the one-year warranty will be void or otherwise limited in writing on those items so impacted but will remain in effect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one-year warranty of the Contractor – prior to purchasing and/or installing such materials

Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood has knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed installation. The Contractor shall endeavor to enable the Client to see or understand the representative range of color, texture, and related of all materials installed on a project, however, acceptable Florida Grades and Standards will be used for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or installed.

Plant specified height and width are used as primary sizes for sourcing plant material. This may result in minor deviation from container and caliper size specifications.

By \_\_\_\_\_  
Carlos Miranda

Date \_\_\_\_\_  
Pine Lake Services, LLC

By \_\_\_\_\_  
Jennifer Goldyn

Date \_\_\_\_\_  
Riverbend West CDD

**MINUTES OF MEETING**

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

**RIVERBEND WEST  
COMMUNITY DEVELOPMENT DISTRICT**

The meeting of the Board of Supervisors of the Riverbend West Community Development District was held on **Monday, October 16, 2023, at 6:11 p.m.**, at the SouthShore Regional Library, located at 15816 Beth Shields Way, Ruskin, FL 33573.

Present and constituting a quorum were:

Kevin Kaspar	<b>Board Supervisor, Chair</b>
Morgan Woodcock	<b>Board Supervisor, Vice Chair</b>
Joe Collins	<b>Board Supervisor, Asst. Secretary</b>
Rebeca Hartsook	<b>Board Supervisor, Asst. Secretary</b>
Keith Cascio	<b>Board Supervisor, Asst. Secretary</b>

Also present were:

Jennifer Goldyn	<b>District Manager, Inframark</b>
Kristee Cole	<b>Representative, Inframark</b>
Leo Lluberes	<b>Field Manager, Inframark</b>
Carlos Miranda	<b>Representative, Pinelake</b>
Savannah Berger	<b>Representative, Advanced Aquatics</b>
Derek Wagner	<b>Representative, CrossCreek Environmental</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

The meeting was called to order at 6:11 p.m.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There were no audience members present.

**THIRD ORDER OF BUSINESS**

**Staff Reports**

**Aquatics Services Update**

Ms. Berger reviewed the report with the Board. No concerns from the Board.

Mr. Wagner gave an update on Ditch 7 to the Board.

Ms. Goldyn informed the Board about the area in Phase 3 at the dead-end where the residents are still not mowing their property. There is an area on the other side of the property that needs to be cleared out to allow flow through the waterway. The area in

discussion is not CDD property but does incorporate the ponds that run through it.

Advanced Aquatics will maintain Ditch 7 and Pine Lake will maintain the area passed ditch 7.

On a motion from Ms. Woodcock, seconded by Mr. Kaspar, the Board unanimously approved the CrossCreek proposal for clearing out the area in the dead end where it is blocking water flow, with a NTE of \$2,500.00, for the Riverbend West CDD.

### **Landscape Report**

#### **1. Update on Soil Test**

Mr. Miranda informed the Board that the phosphorus in the soil is very good for Wax Myrtles.

Mr. Miranda updated the Board that there are some issues in the Inspection Report that his team will be addressing.

### **Landscape Inspection Services Report**

Mr. Llubes reviewed his report with the Board. Mr. Llubes discussed that the fence slats to be replaced are a special order by Danielle Fence. We will have to place an order for the new fence panels. Mr. Llubes indicated that he would go pick them up once they were available, to save on shipping costs.

Mr. Miranda informed the Board that there were two dead Hawthorn plants at the entrance of 24<sup>th</sup>. The Board requested a proposal for five new Hawthorne plants.

#### **1. Consideration of removal of Podocarpus and enhancing bed proposal**

The Board stated that the Podocarpus is doing well so would like to leave it and replace the plants next to it with four 7-gallon Wax Myrtles.

On a motion from Ms. Woodcock, seconded by Mr. Kaspar, the Board unanimously approved a new proposal for four 7-gallon Wax Myrtles and for the District Manager to execute outside of a meeting, for the Riverbend West CDD.

### **District Counsel**

Not present and no report.

### **District Engineer**

Not present and no report.

### **District Manager**

Ms. Goldyn informed the Board of Supervisors that the next scheduled meeting is



Monday, November 20, 2023, at 6:00 p.m. at the SouthShore Regional Library, located at 15816 Beth Shields Way, Ruskin, FL 33573.

Mr. Goldyn informed the Board that spoke with the homeowners who live on either side of the dog park, and they are both in agreeance with them maintaining those areas on their own.

Ms. Goldyn informed the Board that she will walk with EGIS to walk the community.

**FOURTH ORDER OF BUSINESS**

**Ratification of Egis Proposal**

On a motion from Ms. Woodcock, seconded by Mr. Cascio, the Board unanimously ratified the Egis Proposal, for the Riverbend West CDD.

**FIFTH ORDER OF BUSINESS**

**Consideration of Dog Waste Station Proposals**

Mr. Llubes went out on Friday and emptied all the Waste Stations because they were not being done. Mr. Llubes presented the Dog Waste Station Proposals to the Board.

On a motion from Mr. Kaspar, seconded by Ms. Woodcock, the Board unanimously approved the Dog Waste Station Proposal, for the Riverbend West CDD.

**SIXTH ORDER OF BUSINESS**

**Consideration of Regular Meeting Minutes from September 18, 2023**

On a motion from Mr. Kaspar, seconded by Ms. Woodcock, the Board unanimously approved the Regular Meeting Minutes from September 18, 2023, for the Riverbend West CDD.

**SEVENTH ORDER OF BUSINESS**

**Review of September 2023 Financials and Check Register**

On a motion from Mr. Kaspar, seconded by Ms. Woodcock, the Board unanimously approved the September 2023 Check Register, for the Riverbend West CDD.

**EIGHTH ORDER OF BUSINESS**

**Supervisor Requests**

The Board requested that the fence color be changed from white to tan.

**NINTH ORDER OF BUSINESS**

**Adjournment**

On a motion from Ms. Woodcock, seconded by Mr. Cascio, the Board unanimously approved to adjourn the meeting at 7:02 p.m., for the Riverbend West CDD.

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Assistant Secretary

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Chair / Vice Chair