



Rizzetta & Company

The Groves Community Development District

Board of Supervisors' Regular Meeting July 5, 2022

**District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544
813-994-1001**

www.thegrovescdd.org

THE GROVES COMMUNITY DEVELOPMENT DISTRICT

The Groves Civic Center, 7924 Melogold Circle, Land O' Lakes, FL 34637

Board of Supervisors	Bill Boutin	Chairman
	Richard Loar	Vice Chairman
	Jimmy Allison	Assistant Secretary
	James Nearey	Assistant Secretary
	Christina Cunningham	Assistant Secretary
District Manager	Gregory Cox	Rizzetta & Company, Inc.
District Counsel	Dana Collier	Straley Robin & Vericker
District Engineer	Stephen Brletic	JMT Engineering

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that 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.

THE GROVES COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE □ 5844 OLD PASCO RD □ SUITE 100 □ WESLEY
CHAPEL, FL 33544
WWW.THEGROVESCDD.ORG

Board of Supervisors
The Groves Community
Development District

June 28, 2022

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of The Groves Community Development District will be held on **Tuesday, July 5, 2022 at 6:30 p.m.** to be held at The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, FL 34637. The following is the agenda for this meeting.

BOARD OF SUPERVISORS MEETING

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 4. BUSINESS ITEMS**
 - A.** Discussion of Acoustics Panels for Restaurant and Lanai
 - B.** Consideration of Martin Aquatics Design & Engineering
Additional Services Proposal.....Tab 1
 - C.** Discussion of B9B Contract Renewal.....Tab 2
 - D.** Consideration of Facility Use Rates Policy.....Tab 3
 - E.** Consideration of Proposal for Night Swimming Lighting
Upgrade Status and Cost.....Tab 4
 - F.** Consideration of Proposals for ADA Door for Restaurant.....Tab 5
 - G.** Review and Discussion of Revised Reserve Study.....Tab 6
 - H.** Discussion of Security Townhall Meeting
 - I.** Update of Irrigation Meeting with Ballenger Irrigation
 - J.** Discussion of Hiring an Irrigation Technician
- 5. STAFF REPORTS**
 - A.** District Counsel
 - B.** District Engineer
 - 1.** Update of Culvers Construction Site
 - C.** Aquatics Report
 - 1.** June Waterway and Canal Reports – Steadfast.....Tab 7
 - D.** Client Relations Manager Update
 - E.** Clubhouse Manager
 - 1.** Review of June Report.....Tab 8
 - F.** District Manager
 - 1.** June 2022 District Manager Report.....Tab 9
 - 2.** Projects Management Plan Update.....Tab 10
 - 3.** Review of May 2022 Financial Statement.....Tab 11
 - 4.** Review of 2nd Quarter Website Audit.....Tab 12

6. BUSINESS ADMINISTRATION

- A.** Consideration of Minutes of the Board of Supervisors'
Regular Meeting held on June 7, 2022.....Tab 13
- B.** Consideration of Minutes of the Board of Supervisors'
Continued Meeting held on June 22, 2022.....Tab 14
- C.** Consideration of Operation & Maintenance Expenditures
For May 2022.....Tab 15

7. SUPERVISOR REQUESTS

8. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,
Gregory Cox
District Manager

Tab 1

Engineering Services for Additional Engineering Services
The Groves CDD - Professional Services per your request & directive

Project: The Groves CDD – Pool/Spa Specified Additional Directed Services and Meeting/Observations Engineering for the Groves Clubhouse

Date: Tuesday, 28 June 2022

To: The Groves CDD, 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544
Attn: Gregory Cox of Rizzetta & Company

From: Ken Martin, Martin Aquatic Design & Engineering

Subject: Martin Aquatic Proposal for Additional, Directed Professional Services and Engineering and Meetings/Observations for Pool/Spa Refurbishment Relating to the Pool & Spa – located at the existing community facility Clubhouse at 7924 Melogold Circle, Land O' Lakes, FL 33637.

1. Attendance at the 6/22/2022 CDD Board Meeting

During the CDD Board Special Meeting on Wednesday, June 22, 2022, Ken was requested to be in attendance to review the 100% Construction Documents and to respond to questions from the CDD Board members and the residents of The Groves CDD.

- a. As a result of the meeting, Martin Aquatic was directed to modify and revise the 100% Construction Documents (CD) to effect the following noted changes and revisions necessary for the alterations of the 100% CD for the Drawings and the Technical Specifications. Since none of the 100% CD documents was made available to potential bidders, there shall be no "clouding" or "underlining" the revisions/changes/adds to the Contract Documents.

2. Additional Services for Modifications/Revisions Description

This offer for additional professional services is based upon the existing contract agreement (for the earlier assessment services for the pool & spa) dated December 11, 2021, and the existing mutually agreed documents for 1) Hourly Rates, 2) Terms and Conditions, 3) Certificate of Insurance, and 4) W-9 remain applicable to this Additional Services Engineering request.

- a. The amount of the existing professional services agreement is \$68,270.00 (before this authorization to proceed with below-listed additional service revisions).
- b. The additional professional hours necessary to provide the directed modifications, revisions, and alterations of the earlier-issued 100% Construction Documents are listed below:

1. Add: Pavers around the pool are uneven at spots causing pooling. The selected Contractor must re-level troublesome deck areas on the paver unit decking. In addition, some existing pavers might be elevated or misaligned. This deck responsibility shall be added to the Contractor.
2. Remove From the Contract Documents: The requirement for the Contractor to provide new rails and ladders



Engineering Services for Additional Engineering Services

The Groves CDD - Professional Services per your request & directive

3. Add: Contractor to maintain the existing, heat-resistant rails and ladders – Contractor to remove carefully, wrap and store the existing equipment on-site, then re-install the rails at the end of construction, but before commissioning by the Contractor.
4. Add: Request an exemption for the spa ADA lift to be submitted (Martin Aquatic recommends the installation of a lift-anchor for possible future ADA lift installation) – a sample letter shall be issued by Martin Aquatic to the CDD requesting an exemption from the ADA requirements since The Groves is a Residential Community and does not rent/lease the pool or spa to anyone.
 - i. The CDD Board shall work with their CDD attorney to revise and amend the exemption letter to their satisfaction as necessary before they submit the letter to the Pasco County officials.
5. Add: ADA Drinking fountain and an ADA deck shower to be added (water supply is not heated nor chilled)
6. Add: Precautionary language to advise contractors of gas lines around the wall area
7. Add: The recently replaced chemical feeders do not have wi-fi capability to allow the CDD staff to monitor water chemistry via a "to be determined online internet program."
8. Add: Heat Pumps to be added and remove the recently designed gas heaters replacements. Using heat pumps will result in energy savings for The Groves CDD.
 - i. A bonus feature of the heat pumps is allowing the pool/spa water to be chilled during the summer and heated during the winter.
 - ii. Adding the heat pumps to the project shall remove the previously designed gas heaters (to replace the existing, installed gas heaters) and avoid the current code requirements for a pool and spa cover necessary when fossil fuel heaters are used.
9. Remove From the Contract Documents: The pool and spa signage reportedly were recently corrected/re-done to meet health inspectors' requirements. Martin Aquatic to remove the new pool and spa rules signage requirements from the Contract Documents since the Owners have already recently replaced the signage.

The additional professional fees for the above professional services are:

Title	USD Hourly Rate	Estimated Hours	Resultant Fees
Founding Principal	\$265.00	12	\$3,180.00
Studio Director	\$220.00	12	\$2,640.00
Senior Engineer	\$210.00	8	\$1,680.00
Production Director	\$200.00	8	\$1,600.00



Engineering Services for Additional Engineering Services

The Groves CDD - Professional Services per your request & directive

Engineering Coordinator, EIT (FE)	\$160.00	4	\$640.00
Project Manager	\$160.00	6	\$960.00
Engineering Coordinator	\$150.00	10	\$1,500.00
Production Coordinator	\$130.00	10	\$1,300.00
Research Assistant / Administrator	\$90.00	4	\$360.00
Totals of the above			\$13,860.00

- c. OPTIONAL FEE FOR CDD MEETING ATTENDANCE: During the meeting, there was a mention of perhaps requesting the presence of a Martin Aquatic representative at a CDD meeting when the CDD Board is considering the bidding evaluation. While a formal request was not issued, the additional professional services are offered as an optional and accompanying professional fee. If approved, the reimbursable travel expenses apply to this trip (refer to the initial agreement). Please identify below if one person from Martin Aquatic is authorized to attend that CDD Board meeting:

1. Optional professional fee of \$2,400.00 for attendance at one CDD meeting when the bids are reviewed by the CDD. _____ Yes – approved by the CDD
 - i. The initials of the approving person must be inserted above
 - ii. The name of the person approving this optional, professional fee is:

_____ / Date: _____

2. The acceptance of this optional fee for CDD meeting attendance will increase the total add of these professional services to be \$16,260.00 (\$13,860 + \$2,400 = \$16,260.00)
3. Attendance at additional, future CDD meetings is typically available pending other possible scheduling conflicts. Please advise Martin Aquatic if attendance is required/requested at such CDD meetings.

3. Existing Terms & Conditions and related agreement documents apply to all additional services offers:

The following four Exhibit Documents from the original agreement are incorporated into this fee proposal as exhibits:

- See Original Agreement for
 - Martin Aquatic Standard Terms & Conditions of the Contract
 - Martin Aquatic Hourly Rates for other optional services not described herein
 - Martin Aquatic Certificate of Insurance
 - Martin Aquatic W-9



Engineering Services for Additional Engineering Services
The Groves CDD - Professional Services per your request & directive

4. Reimbursable Expenses

The following items are considered expenses to be reimbursed to Martin Aquatic by the Client at 1.0 times our cost (resulting in no mark-ups to the costs incurred):

- A.** All reproduction costs, postage, overnight deliveries, and travel expenses (for each trip to the project site).
- B.** All Permitting fees/expenses shall be paid directly by the Client.

5. Acceptance and authorization to provide additional professional services:

Martin Aquatic has submitted the above-outlined additional offer/proposal as a result of the noted changes and modifications of the Professional Services during the 6/22/2022 CDD meeting. This proposal is subject to all parties' mutually agreeable, executed add-service agreement. Please do not hesitate to contact us if you require further information or clarification or want to discuss the project scope further.

Martin Aquatic Design & Engineering

Approved and Accepted by:

Signature and Date

Printed Name

By: Ken Martin, Founding Principal

Title

Signature and Date

The proposal offer shall remain valid for
90 days from the original date issued.



Tab 2

THE GROVES COMMUNITY DEVELOPMENT DISTRICT GRILL CONCESSION LEASE AGREEMENT

This The Groves Community Development District Grill Concession Lease Agreement, dated as of October 15, 2021 (the “**Concession Agreement**”), is between **The Groves Community Development District**, a special purpose unit of local government created pursuant to Chapter 190, Florida Statutes, with a mailing address of 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, (the “**District**”) and Back 9 Bistro, LLC, a Florida limited liability company, with a mailing address of 7924 Melogold Circle, Land O’Lakes, Florida 34637 (“**Vendor**”).

Recitals

WHEREAS, the District is a special purpose unit of local government created pursuant to Chapter 190, Florida Statutes, with its principal office at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544; and

WHEREAS, the District owns and operates a civic center located at 7924 Melogold Circle, Land O’Lakes, Florida 34637, which is defined as an approximately 15,000 square foot building complex, outdoor patio, and pool area in the State of Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, Declaratory Statement dated May 13, 2010 (the “**Civic Center**”); and

WHEREAS, as authorized by Section 561.20(2)(h), Florida Statutes, the District holds a 4COPSCX civic center liquor license and may enter into a contract with Vendor to provide food and beverage service at the Civic Center; and

WHEREAS, except during times the hours may be modified due to public health and safety issues, the Civic Center is generally open to the public from 7 a.m. to 10 p.m. Saturday and Sunday, and 8 a.m. to 10 p.m. Monday through Friday; and

WHEREAS, in order to provide food and beverage services for the District’s residents and the general public at the Civic Center, the District desires to grant Vendor a non-transferable lease and license to serve food and beverages at the Civic Center; and

WHEREAS, Vendor desires to provide food and beverage services at the Civic Center in accordance with the terms of this Concession Agreement; and

WHEREAS, during the term of this Concession Agreement, the District desires to transfer its 4COPSCX civic center liquor license to Vendor so Vendor may offer alcoholic beverages for sale in the Civic Center, which shall be known as the Leased Premises for purposes of the civic center liquor license.

Operative Provisions

1. Lease of Civic Center. In consideration of the mutual promises, covenants and conditions herein contained, for the purpose of providing the food and

beverage services listed in this Agreement, the District hereby leases, lets, and demises unto Vendor, and Vendor hereby rents from the District the Civic Center. The following areas, as depicted in **Exhibit "A"**, which is attached hereto and incorporated herein by reference, shall be exclusive to Vendor's restaurant operations: the grill, cooler, kitchen, bar, clubroom, cabana, and back storage area. District also leases, lets, and demises unto Vendor and Vendor hereby rents from District the furniture and the District owned kitchen equipment listed in **Exhibit "B"** (the "**Restaurant Equipment**").

Vendor shall allow District staff to inventory the Restaurant Equipment when requested by the District. The Civic Center and the Restaurant Equipment are collectively referred to herein as the "**Restaurant**".

TENANT HAS ONLY A LEASEHOLD INTEREST IN THE RESTAURANT AND HAS NO OWNERSHIP INTEREST WHATSOEVER IN THE RESTAURANT OR THE CIVIC CENTER. NOTWITHSTANDING THE FOREGOING, VENDOR ACKNOWLEDGES AND AGREES THAT TENANT'S INTEREST IN AND USE OF THE POOL, RESTROOMS, LANAI, CARD ROOM, BALLROOM STORAGE, BALLROOM (INCLUDING STAGE), BALLROOM KITCHEN, CRAFT ROOM, AND CARDROOM LANAI (HEREAFTER "NONEXCLUSIVE AREAS") IS NONEXCLUSIVE AND THAT THE PUBLIC MAY USE THE NONEXCLUSIVE AREAS, INCLUDING BUT NOT LIMITED TO, ACCESSING THE POOL AND THE RESTROOMS FOR THE DURATION OF THIS AGREEMENT. VENDOR IS NOT LIABLE TO DAMAGES TO PERSONS OR PROPERTY THAT MAY OCCUR IN THE NONEXCLUSIVE AREAS WHEN THE RESTAURANT IS NOT OPEN UNLESS SUCH DAMAGE IS DUE TO VENDOR'S NEGLIGENCE.

The parties agree that liquor service is regulated in accordance with the liquor license. Food service in the Nonexclusive Areas shall be nonexclusive to Vendor; provided, however, that Vendor shall be offered the right of first refusal on all catered events in the Nonexclusive Areas. Complimentary donations for events held on site are not subject to this provision.

2. Grant of Non-Exclusive License for Certain Common Areas. The District hereby grants Vendor non-exclusive license to use, in accordance with all state, local, and federal laws, the property owned by the District within The Groves, including but not limited to the restroom facilities located adjacent to the Bar, the loading area at the rear of the grill, the patio adjacent to the Bar, and the parking lot located adjacent to the Civic Center. The provisions of this section shall be deemed to create a license only, and shall not be construed to be a lease, sublease, assignment, easement, or any other conveyance of any interest in or to the areas described in this section or in or to anything contained therein or thereon. From time to time, Vendor may desire to use or rent space for special events in the Civic Center and may rent the Ballroom, based upon availability, in accordance with the District rental policy and upon completion of the District rental agreement for use of the Ballroom.

Vendor acknowledges that the Nonexclusive Areas are multi-purpose rooms utilized for a variety of community events and that Vendor shall not have exclusive use or control over these areas. If such Nonexclusive Areas are available for use by Vendor, Vendor may use or rent the Nonexclusive Areas, as appropriate, and may also use the Common Areas for community functions and resident events with agreement of the District or permission from the District operations manager, as required. The District operations manager shall keep and maintain a reservation schedule for the Nonexclusive Areas.

3. **Term.** The initial term of this Concession Agreement shall commence on October 15, 2021 (the “**Commencement Date**”), or earlier agreed upon by the parties, and end on October 14, 2022 (the “**Initial Term**”). At the end of the Initial Term, all Property installed by Vendor on the Premises in accordance with **Exhibit “C”**, attached hereto, shall become the property of the District, at District’s option, and this Concession Agreement shall automatically renew for a term of three (3) years at the monthly rate of \$500.00 per month Concession Fee, plus Utilities, for the first year of renewal. The parties will negotiate the Concession Fee for years two (2) and three (3) of the renewal period ninety (90) days prior to the end of years one (1) and two (2). Subsequent renewal time periods and the Concession Fee will be negotiated between Vendor and District, with negotiations commencing at least ninety (90) days prior to the end of year three (3). Notwithstanding the foregoing, at any time, either party may terminate this Concession Agreement, without cause, with ninety (90) days written notice to the other party.

4. **Use of Restaurant.** It is understood that the Restaurant is to be used solely for the purpose of providing food, beverage, and catering services to the general public and for no other purpose without prior written consent of the District. Vendor shall not use or authorize the Restaurant to be used for any unlawful purpose or any use that would constitute a nuisance, or interfere with, annoy, or disturb any other party. The District shall obtain, at the District’s expense all licenses required by law or the holder of any copyright in connection with the use of copyrighted materials, regardless of how such copyrighted materials are displayed, broadcasted, or performed for all events or activities held or sponsored by Vendor. Prior to displaying, broadcasting, or performing events, Vendor shall confirm that any copyrighted materials are included in the licenses held by the District. Vendor shall not sponsor, book, operate or allow to be operated any “R” or “X” rated events at the Civic Center. Except for Federal Holidays, Vendor shall keep the grill open and fully operational during regular business hours. Vendor may not open to the public prior to 6 a.m. or after 1 a.m. of the following day. Vendor may not install vending machines at the Restaurant without prior written approval from the District. If Vendor installs any vending machines, the parties agree that Vendor shall be solely responsible for gross receipts tax remittances to the Florida Department of Revenue and display all required notices on any food or beverage vending machines in accordance with state law. Vendor shall keep the grill open and fully operational during regular business hours of the Civic Center; provided, however, that the Vendor and the District Manager may agree in writing to allow Vendor to flex its hours and dates of operation for good cause.

5. **Liquor License.** During the term of this Concession Agreement, the District shall transfer the District's liquor license free and clear of any liens or debts to Vendor in accordance with the provisions of Section 561.20(2)(h), Florida Statutes. Vendor shall at all times qualify for and maintain in good standing its status as an active licensee on the liquor license governing the Restaurant, in compliance with all federal, state and local requirements. Vendor shall abide by the terms of the liquor license at all times. In addition, Vendor shall obtain and maintain the status of a responsible alcohol vendor, pursuant to Section 561.705, Florida Statutes, require responsible alcohol vendor training for all employees serving alcohol, and provide proof of all such training and responsible alcohol vendor status to the District within fifteen (15) days after opening for business. Vendor shall provide written proof of all such training to the District each year.

Upon termination of this Concession Agreement, Vendor shall cooperate with the District to promptly and immediately cause the withdrawal of Vendor's name on the liquor license and complete all applications, paperwork and filings necessary to restore the District as the sole licensor or substitute such other licensor as may be requested by the District, in accordance with all applicable requirements. Failure to satisfy the requirements of this Section shall result in forfeiture of the Security Deposit as defined in this Concession Agreement to the District and shall constitute an Event of Default as defined in this Concession Agreement. Vendor's obligation under this Section shall survive the expiration or earlier termination of this Concession Agreement. Vendor shall pay the District 50% of the statutory fees for transferring and renewing for the liquor license.

6. **Concession Fee and Utilities.** Vendor hereby covenants and agrees to pay to the District, together with any additional fees set forth in the Concession Agreement, each month during the Initial Term of this Agreement, a monthly Concession Fee of \$1.00 plus state sales tax (the "**Concession Fee**"). In addition, Vendor shall pay the District the cost of the electricity and potable water for the Restaurant (the "**Utilities**") based upon monthly meter readings through the term of this Agreement. The cost of the Utilities shall be invoiced to Vendor on a monthly basis and shall be due and payable within thirty (30) days from the invoice date. Vendor shall pay all sales tax and employment taxes incurred in the operation of the Restaurant by Vendor.

7. **Security Deposit.** Vendor shall pay the District a security deposit in the amount of \$3,000.00 (the "**Security Deposit**"). Upon the occurrence of any Event of Default as defined herein, the District may without prejudice to any other remedy, apply all or part of the Security Deposit toward payment of the Concession Fee, Utilities, or any loss or damage sustained by District provided District is not in default of the Concession Agreement or applicable Florida law. In the event of any application of the Security Deposit, Vendor shall, upon demand, restore the Security Deposit to its original amount within three (3) business days. The Security Deposit shall not be considered a measure of District's damages for any default by Vendor under the Concession Agreement, nor shall the Security Deposit be considered a measure of Vendor's damages for any default by District under the Concession Agreement. If Vendor complies with all of the terms and conditions of this Concession Agreement and promptly pays all Concession Fees and other amounts due under this Concession Agreement as and when they become due, the

Security Deposit shall be returned in full to Vendor upon termination of this Concession Agreement.

8. **Notices.** For purpose of notice or demand, the respective parties shall be served by certified mail, return receipt requested, addressed to Vendor or to the District at their respective principal office addresses as set forth in the preamble of this Concession Agreement.

9. **Ordinances and Regulations.** On the date of occupancy, the District agrees that the Restaurant is in compliance with current building codes including, but not limited to, the Americans with Disabilities Act (the "ADA"). Vendor hereby covenants and agrees to comply with all rules, regulations, laws, or ordinances of any governmental agencies having jurisdiction over the Restaurant, and with all ordinances and regulations or governmental authorities wherein the Restaurant is located, at Vendor's sole cost and expense, but only insofar as any of such rules, ordinances, and regulations pertain to the manner in which Vendor shall use the Restaurant.

10. **Signs.** Vendor shall not place or authorize any other party to place any sign or other advertising matter or material on the Restaurant without the written consent of the District. Vendor may use the digital sign located at the entrance to the community to publicize information about specials and events at the Restaurant. District will agree to work with the property owner to install Vendor signage on the Golf Course at Hole 8 and Hole 17.

11. **Services.**

(a) Vendor acknowledges and agrees that the District is not obligated to make any alterations, repairs, or improvements to the Restaurant, except those alterations listed in **Exhibit "D"**. Vendor has inspected the Restaurant and acknowledges that the equipment and facilities located on the Restaurant including, but not limited to, the existing heating and air conditioning units, are adequate for the intended use of the Restaurant by Vendor.

(b) Vendor will provide for the daily cleaning of the Restaurant and any other area utilized by Vendor. Vendor shall empty all trash receptacles in the Restaurant and any other area utilized by Vendor as needed and at the end of each business day. Vendor shall not be responsible for removing trash produced from private events or after-hours parties.

(c) Except for the walk-in cooler, Vendor, at its sole cost and expense, is responsible for proper repair, replacement, cleaning, maintenance, and inspection of all of the Restaurant Equipment including, but not limited to, carpets, exhaust hoods, grease traps, and related fire suppression equipment required by Pasco County. Vendor, at its sole cost and expense, is responsible for pest control inside the Restaurant. Vendor shall provide written documentation of any inspections and repairs to the District. Notwithstanding the foregoing, the District will obtain, at the District's expense, a maintenance service contract for maintenance of the walk-in cooler. The District shall be

solely responsible for the carpet cleaning and maintenance of all common areas subject to this Concession Agreement, including, but not limited to, the Lanai, the Pool Area, and the Restrooms. The District is responsible for maintenance, replacement, or repair of the following areas of the Civic Center: Roof, Air Conditioning/Heating system, and plumbing (with the exception of repair, replacement, cleaning, maintenance, and inspection of the grease trap, which is Vendor's responsibility).

(d) Vendor, at its sole cost and expense, is responsible for adequate disposal of all refuse from its operations along with the adequate cleaning of the loading area located outside of the Restaurant. Vendor shall power wash the loading area from time to time as determined by the District. The District shall contract for pest control in the common areas and perimeter of the Civic Center.

(e) Vendor, at its sole cost and expense, is responsible for its own gas utilities, and installing its own telephone and communication lines (including cable and internet service) to serve the Restaurant, its own point of sale system, and carpet cleaning.

(f) Vendor, at its sole cost and expense, shall replace the light bulbs in the Restaurant.

(g) Unless authorized in writing by the District, Vendor is not authorized to enter into any contracts on behalf of the District or to authorize any other parties to enter into any contracts on behalf of the District. Unless authorized in writing by Vendor, District is not authorized to enter into any contracts on behalf of the Vendor or to authorize any other parties to enter into any contracts on behalf of the Vendor.

(h) Vendor, at its sole cost and expense, shall ensure it complies with Florida's food service employee training and food service manager certification requirements. Vendor shall provide written documentation of the required training to the District each year.

(i) Vendor will operate the Restaurant from 7 a.m. to 10 p.m. Saturday and Sunday, and 8 a.m. to 10 p.m. Monday through Friday, except as may be modified by agreement of the District Manager.

12. **Surrender of the Premises.** Upon termination of this Concession Agreement, Vendor shall surrender the Restaurant to District, together with all furniture, fixtures and equipment existing on the Commencement Date and all personal property listed in this Concession Agreement, in broom clean condition and in good working order and repair, reasonable wear and tear excepted. Unless otherwise provided herein, prior to expiration of the Concession Agreement, Vendor may remove and replace with the equipment existing on the Commencement Date, which shall be in working order, any restaurant equipment or fixtures installed by Vendor, or alternatively, Vendor may provide a reasonable replacement (in good working order and condition) for missing items of District's property, provided Vendor repairs all damage caused by such removal and restores the appearance of the affected area to its prior condition. Any such equipment installed by Vendor which remains in the Restaurant after termination of the

Concession Agreement shall become the property of District. In the event of Vendor's failure to surrender the Restaurant in the condition required, the District may restore the Restaurant to its prior condition subject to normal wear and tear excepted and pursue all available remedies under law against Vendor.

13. **Alterations.** The District is not obligated to make any alterations, repairs, or upgrades to the Restaurant or any equipment owned by Vendor unless alterations are required as a result of the negligence or deliberate acts of the District or its agents. The District is responsible for all plumbing and sewage issues relating to the Restaurant, with the exception of repair, replacement, cleaning, maintenance, and inspection of the grease trap, which is Vendor's responsibility. Vendor shall operate and maintain the interior of the Restaurant and every part thereof in good repair and in a safe condition. Vendor shall not make any alterations, additions, or improvements to or of the Restaurant or any part thereof, without prior written consent of the District, which consent the District covenants and agrees shall not be unreasonably withheld. In its request for alterations, Vendor must submit a copy of the proposed contractor's licenses to the District for the District's review. Alterations, additions, or improvements must be conducted by a licensed, insured contractor. Copies of all invoices regarding any alterations, additions, or improvements must be sent to the District. Prior to commencing any work, authorized contractors must submit a copy of their proof of insurance to the District with the District listed as an additional insured. In the event the District consents to the proposed alterations, additions, or improvements, the same shall be at Vendor's sole cost and expense, and Vendor shall hold the District harmless on account of the cost thereof. Any such alterations shall be made at such times and in such manner as not to unreasonably interfere with the occupation, use, and enjoyment of the remainder of the building by any other users of the Restaurant. If required by the District, such alterations shall be removed by Vendor upon the termination or sooner expiration of the term of this Concession Agreement and Vendor shall repair damage to the Restaurant caused by such removal, all at Vendor's cost and expense. If any permanent equipment or alteration that Vendor installs in the Restaurant is not removed at the termination of this Concession Agreement, then that improvement, equipment or alteration shall become property of the District. Any improvement, equipment, or alteration that is installed by Vendor and that may be removed at the termination of this Concession Agreement without damaging the Restaurant shall remain the property of Vendor.

14. **Right of Entry.** The District, its agents, and representatives shall have the right to enter into and upon any part of the Restaurant at any reasonable time during normal business hours. Vendor shall not be entitled to any abatement or reduction of Concession Fee by reason thereof provided the interruption does not cause a disruption in the Restaurant business operations for more than two hours. The right of the District to enter, repair or do anything else to protect its interest, or the exercise or failure to exercise the right, shall in no way diminish Vendor's obligations or enlarge the District's obligations under this Concession Agreement, or affect any right of the District, or create any duty or liability by the District to Vendor. A manager of Vendor must be present if the District desires to enter upon the Restaurant after business hours.

15. **Utilities.** The District shall not be liable for any interruption or failure of utility services furnished through the District to the Restaurant, unless caused by the negligence or intentional acts of the District or its representatives.

16. **Access Control.** Vendor shall lock and secure the Restaurant at night and at all other times the restaurant is not open for business. The District shall not be liable to Vendor, and Vendor shall not make any claim against the District for any loss Vendor may incur by reason of break-ins, burglaries, theft, acts of vandalism, personal injury, or death. Vendor is responsible for implementing security measures to protect any funds or assets stored at the Restaurant. The District agrees to furnish Vendor a set of keys for each door entering the Restaurant. Additional keys will be furnished at a reasonable charge by the District on an order signed by Vendor's authorized representative. All such keys shall remain the property of the District. No additional locks or changes to existing locks shall be allowed on any door of the Restaurant without the District's written permission, and Vendor shall not make, or permit to be made, any duplicate keys, except those furnished by the District. Upon termination of this Concession Agreement, Vendor shall surrender to District all keys for the Restaurant and give to District an explanation of the combinations for all locks and safes, if any, that will remain in the Restaurant after the termination of this Concession Agreement. In the event Vendor loses or misplaces key(s), Vendor shall be solely liable for all costs incurred by the District in changing lock(s) requiring such keys. This provision shall survive the expiration or earlier termination of the Concession Agreement.

17. **Destruction of Restaurant.** If the Restaurant is totally destroyed or substantially damaged by fire or other casualty, both the District and Vendor shall have the option of terminating this Concession Agreement or any renewal thereof upon giving written notice at any time within thirty (30) days from the date of such destruction. If the Concession Agreement be so terminated, all Concession Fee payments shall cease as of the date of such destruction and any prepaid Concession Fee shall be refunded.

18. **Loss or Damage.**

(a) Except as set forth in this Concession Agreement, the District shall not be liable to carry fire, casualty, or extended damage insurance on the person or property of Vendor or any person or property which may now or hereafter be placed on the Restaurant. Vendor is responsible for repaying the District any damages or costs (including attorneys' fees and costs) that are incurred by the District as a result of the negligence or intentional acts of Vendor. The District is responsible for repaying Vendor any damages or costs (including attorneys' fees and costs) that are incurred by Vendor as a result of the negligence or intentional acts of the District. This section shall survive the termination of the Concession Agreement.

(b) The District shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, water, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority, or inconvenience which may arise through repair or alteration of any part of the building, its equipment or mechanical systems or failure to

make any such repairs or from any cause whatsoever unless caused solely by the District's negligence. This section shall survive the termination of the Concession Agreement.

19. Insurance.

(a) The District shall procure and maintain all insurance which it deems necessary for its protection against loss or damage to any improvements or personal property on the Restaurant.

(b) Vendor shall procure and maintain all insurance which it deems necessary for its protection against loss or damage to any improvements or personal property in or on the Restaurant.

(c) Vendor shall procure and maintain in force at all times during the term of this Concession Agreement general liability insurance insuring the District and Vendor (and naming all of them in the policy) against any liability whatsoever occasioned by any accident on or about the Restaurant or any appurtenance thereto, in minimum amounts of \$1,000,000.00 for injury to any one person and \$100,000.00 for property damage with excess umbrella coverage over and above such primary coverage for at least \$1,000,000.00. Vendor shall also procure and maintain in force at all times during the term of this Concession Agreement liquor liability insurance insuring The Groves Community Development District and Vendor (and naming all of them in the policy) against any liability whatsoever arising out of the sale or service of alcoholic beverages by Vendor, for a minimum amount of \$1,000,000.00.

(d) All insurance required of Vendor under this Concession Agreement shall be written with an insurance company or companies authorized to do business in the State of Florida and the cost of all premiums on the policies shall be paid by Vendor. A certificate of original liability policy naming the District as an "additional insured" shall be delivered to the District within fifteen (15) days of the Commencement Date. Vendor shall also furnish the District with a renewal certificate for each such policy at least ten (10) days prior to the expiration date of such policy. Such insurance certificate must contain a provision that it may not be cancelled without thirty (30) days written notice to the District.

(e) Vendor shall maintain workers' compensation insurance for its employees as required under Florida law.

20. Assignment. Vendor covenants and agrees not to encumber or assign this Concession Agreement without prior written consent and release of the District. Such assignment shall in no way relieve Vendor from any obligations hereunder for the payment of Concession Fees or the performance of the conditions, covenants, and provisions of this Concession Agreement.

21. **Liens.** Vendor agrees that it will make full and prompt payment of all sums necessary to pay for the reasonable cost of repairs, alterations, improvements, changes or other work done by Vendor to the Restaurant. Vendor is not responsible for any liens in place from any preceding tenant. Vendor also agrees to indemnify and hold harmless, to the extent permitted by applicable law, the District from and against any and all such costs and liabilities incurred by Vendor, and against any and all construction, mechanic's, materialmen's or laborers' liens arising out of or from such work which may be asserted, claimed or charged against the Restaurant. Notwithstanding anything to the contrary in this Concession Agreement, the District shall not be liable for, and the interest of District in the Restaurant shall not be subject to, any construction, mechanics, materialmen's or laborers' liens for improvements or work made by or for Vendor; and this Concession Agreement specifically prohibits the subjecting of District's interest in the Restaurant to any construction, mechanics', materialmen's or laborers' liens for improvements made by Vendor or for which Vendor is responsible for payment under the terms of this Concession Agreement. Vendor shall provide a copy of this Section of the Concession Agreement to all contractors, materialmen, laborers and suppliers before allowing any materials to be delivered or work to be performed in the Restaurant. In the event any notice or claim of lien shall be asserted of record against the interest of District in the Restaurant on account of or growing out of any improvement or work done by or for Vendor or any person claiming by, through or under Vendor, or for improvements or work the cost of which is the responsibility of Vendor, Vendor agrees to have such notice or claim of lien cancelled and discharged of record within thirty (30) days after notice to Vendor by District. Such cancellation and discharge shall be effectuated by either payment and satisfaction or by removal by transfer to bond or deposit as permitted by law. Vendor may contest any such lien after discharging the same by transfer to bond or deposit pursuant to Florida Law.

22. **Vendor's Property.** All personal property belonging to Vendor or to Vendor's agents, employees, licensees, located on, in or about the Restaurant shall be there at the sole risk of Vendor or such other person. Unless caused by the negligent or deliberate acts of the District and its representatives, neither the District nor its agents shall be liable for any damage or loss to either person, property, or business of Vendor including, but not limited to, loss or damage caused in whole or in part by or resulting from the Restaurant becoming out of repair, theft, falling plaster or other materials and fixtures, fire, explosion, steam, gas, electricity, water, rain, snow, or dampness which may leak or flow from any part of the Restaurant, or from pipes, appliances, plumbing work of the same, the roof, street subsurface or from any other place. Neither the District nor its agents shall be liable for any loss or damage caused by Vendor, if any, or other persons in the Restaurant, or caused by operations in the construction of any private, public or quasi-public work. It is expressly agreed that it shall be the sole obligation of Vendor to insure, at its expense, any and all property of any nature whatsoever of Vendor's located in or on the Restaurant.

23. **Default and Remedies.**

23.1 **Vendor's Default.** It shall be an "Event of Default" if Vendor shall (i) fail to pay any monthly installment of Concession Fee, Utilities, or any additional

Concession Fee as and when the same becomes due, or any other sum payable hereunder within ten (10) days after such payment is due and payable; (ii) violate or fail to perform any conditions, covenants, or agreements herein made by Vendor respecting Vendor's insurance requirements as specified herein, and such violation or failure shall continue for five (5) business days after written notice thereof to Vendor by the District; (iii) violate or fail to perform any of the other conditions, covenants or agreements herein made by Vendor, and such violation or failure shall continue for 15 days after written notice thereof to Vendor by the District; provided, however, if such default is of a nature that it cannot reasonably be cured within 15 days, it shall not be an Event of Default if Vendor commences to cure within such 15 day period and diligently prosecutes such cure to completion within the time reasonably required for such cure, not to exceed 60 days; (iv) make a general assignment for the benefit of its creditors or file a petition for bankruptcy or other reorganization, liquidation, dissolution or similar relief; (v) have a proceeding filed against Vendor seeking any relief mentioned in (iv) above; and (vi) have a trustee, receiver or liquidator appointed for Vendor or a substantial part of its property. The remedies for which provision is made in this Section shall not be exclusive, and in addition thereto, the District may request that any court of competent jurisdiction appoint a receiver in the event of any breach, default or abandonment by Vendor which is not cured within any grace period set forth above. All past due installments of Concession Fee or additional Concession Fee or other sums of money due and payable from Vendor to District under this Concession Agreement shall bear interest at the highest interest rate allowable by law from the date due until paid. If an Event of Default occurs, the District and Vendor may exercise all rights and remedies available at law or in equity and at its option immediately terminate this Concession Agreement.

23.2 Remedies of the District. If an Event of Default occurs, the District may exercise all rights and remedies available at law or in equity and, at its option immediately terminate this Concession Agreement. In the event the District elects to terminate this Concession Agreement, District shall have the right to enter into an agreement with another company to provide such food and beverage services for such Concession Fee and upon such terms as the District deems reasonable and necessary, and Vendor shall be liable for all reasonable damages sustained by the District, including but not limited to, any deficiency in Concession Fee for the period of time which would have remained in the Concession Agreement Term, other marketing and collection costs, the cash value of any concessions granted to Vendor, and all expenses of placing the Restaurant in first class condition. The District retains the right under this Section to terminate this Concession Agreement, at any time, notwithstanding the District's failure to terminate this Concession Agreement at the time of the Event of Default.

23.3 Survival. All of Vendor's obligations and the District's obligations under this Section shall survive the termination of this Concession Agreement.

24. Late Charge. If any payment of Concession Fee or additional Concession Fee due hereunder is not received by District within five (5) business days after the date due, Vendor shall pay the District a late fee equal to five percent (5.0%) of the payment then due, which amount represents an estimate of the District's administrative costs reasonably related to collecting and accounting for such late payment.

25. **Waiver or Estoppel – Remedies are Cumulative.** The failure of the District to insist, in any one or more instances, upon strict performance of any covenants or agreements of this Concession Agreement, or exercise any option of District herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement or option. Such covenants, agreements, and options shall continue and remain in full force and effect, and District shall have the right to require strict performance or to declare a default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. Receipt of the Concession Fee or other payments due hereunder by the District, with knowledge of the breach of any covenant or agreement hereof, shall not be deemed a waiver of such breach and no waiver by the District of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the District. The District's receipt of less than the full amount due from Vendor shall not be construed to be other than a payment on the account of the amounts then due, nor shall any statement on Vendor's check or letter accompanying Vendor's payment be deemed an accord and satisfaction. The District may accept such payment as a partial payment only. Any and all rights and remedies which are available to the District and which are either set forth herein or are generally available to the District under applicable law are cumulative in nature and none shall exclude any other rights or remedies allowed by law or equity.

26. **Indemnification.**

(a) To the extent permitted by law, Vendor will indemnify and save harmless the District from any and all fines, suits, claims, demands, and actions of any kind by reason of any breach, violation, or non-performance of any condition hereof on the part of Vendor, its agents, or employees. This section shall survive the termination of the Concession Agreement.

(b) To the extent permitted by law, the District will indemnify and save harmless Vendor of and from any and all fines, suits, claims, demands, and actions of any kind by reason of any breach, violation, or non-performance of any condition hereof on the part of the District, its agents, or employees. This section shall survive the termination of the Concession Agreement. District does not waive its right to claim sovereign immunity under the law.

27. **Force Majeure.** Neither party shall be liable for or responsible to the other party for any loss or damage to any property or person occasioned by act of God, public enemy, injunction, riot, strike, insurrection, war, court order, pandemic, requisition, or order of governmental body or authority.

28. **Hazardous Waste.** The District will provide certification that grease traps and tanks are hazard free prior to the start of the Initial Term. Vendor agrees to comply strictly and in all respects with the requirements of any and all federal, state and local statutes, rules and regulations now or hereinafter existing relating to the discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal or use of hazardous materials, including but not limited to the Comprehensive Environmental

Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act and the Florida Hazardous Substances Law (collectively the "**Hazardous Waste Law**") and with all similar applicable laws and regulations. Vendor shall notify District promptly in the event of any discharge, spillage, uncontrolled loss, seepage or filtration or oil, petroleum, chemical liquids or solids, liquid or gaseous products or any other Hazardous Materials (a "**Spill**") or the presence of any substance or material presently or hereafter identified to the toxic or hazardous according to any Hazardous Waste Law, including without limitation, any asbestos, PCBs, radioactive substance, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property (collectively "**Hazardous Materials**") upon the Restaurant. Vendor shall promptly forward to District copies of all orders, notices, permits, applications or other communications and reports in connection with any such Spill or Hazardous Materials. Vendor shall not handle, use, generate, manufacture, store or dispose of Hazardous Materials in, upon, under or about the Restaurant, provided that, Hazardous Materials in amounts permitted by law and stored in accordance with applicable law shall be permitted (i.e. cleaning materials). Vendor shall indemnify the District and hold the District harmless, to the extent permitted by applicable law, from and against all loss, penalty, liability, damage an expense suffered or incurred by District related to or arising out of (a) the presence of Hazardous Materials on the Restaurant; (b) any Spill or Hazardous Material affecting the Restaurant, including any loss of value of the Restaurant as a result of a Spill or the presence of Hazardous Material; or (c) any other matter affecting the Restaurant as a result of Vendor's action or inaction within the jurisdiction of any governmental authority; which loss, damage, penalty, liability, damage and expense shall include, but not be limited to, (i) court costs, attorney's fees and expenses, and disbursements through and including any appellate proceedings; (ii) all foreseeable and unforeseeable consequential damages, directly or indirectly, arising out of the use, generation, storage or disposal of Hazardous Materials by Vendor, (iii) the cost of any required or necessary repair, clean-up or detoxification of the Concession Agreement Restaurant; and (iv) the cost of preparation of any closure or other plans required under the Hazardous Waste Law, necessary to sell or rent the Restaurant.

29. **Invalidity of Particular Provisions.** If any term or provisions of this Concession Agreement or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Concession Agreement, or the application of such term or provision to any person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Concession Agreement shall be valid and enforced to the fullest extent permitted by law.

30. **Successors and Assigns.** This Concession Agreement shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.

31. **Non-Waiver.** No waiver of any covenant or condition of this Concession Agreement by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Concession Agreement.

32. **Amendment.** This Concession Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

33. **Rules and Regulations.** The governmental rules and regulations in regard to the Restaurant are hereby made a part of this Concession Agreement and shall, during the said term be in all things observed and performed by Vendor and by Vendor's employees, servants, agents, invitees or visitors. The governmental rules and regulations in regard to the Restaurant are hereby made a part of this Concession Agreement and shall, during the said term be in all things observed and performed by District and by District's employees, servants, agents, invitees or visitors.

34. **Representations.** No representations, except those contained herein, have been made on the part of the District with respect to the order, repair or condition of the Restaurant or the Civic Center Facilities. Vendor will make no claim on account of any representations whatsoever, whether made by any agent, broker, officer, or other representative of the District or which may be contained in any circular, prospectus, or advertisement relating to the Restaurant, the Civic Center or otherwise, unless the same is specifically set forth in this Concession Agreement.

35. **Interpretation.** The covenants and agreements contained herein shall bind, and the benefit and advantages hereof shall inure to, the respective heirs, legal representatives, successors and assigns of the District and Vendor. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The headings set forth in this Concession Agreement are for ease of reference only and shall not be interpreted to modify or limit the provisions hereof. All of Vendor's obligations hereunder not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term hereof. In the event of any dispute concerning the terms and provisions of this Concession Agreement, the parties hereby agree that any ambiguity or inconsistency or other interpretation of the terms hereof shall not be construed in favor of or against either party hereto; that this Concession Agreement was fully negotiated between the District and Vendor, and that each party hereto received the advice of legal counsel before signing this Concession Agreement, or had a full and fair opportunity to seek the advice of legal counsel and declined to obtain such legal advice.

36. **Governing Law and Venue.** This Concession Agreement shall be construed in accordance with the laws of the State of Florida with venue in Pasco County, Florida. The District and Vendor (and any and all guarantors of this Concession Agreement) irrevocably agree that their respective agreements and obligations hereunder (and under any Guaranty of Concession Fee Payment) will be performable in the Pasco County, Florida, where the Restaurant are located and that venue for any action to any

Guaranty of Concession Fee Payment) shall be in Pasco County where the Restaurant are located.

37. **Attorney's Fees.** In any litigation involving the interpretation of this Concession Agreement the enforcement of any provisions hereof, the prevailing party shall be entitled to attorney's fees, expenses and costs. When any party is entitled to attorney's fees, expenses and costs hereunder, the term attorney's fees and costs shall be construed to include the payment of attorney's fees, expert witness fees, advances, expenses and costs on appeal.

38. **No Partnership or Joint Venture.** It is understood and agreed that nothing contained in this Concession Agreement shall be deemed or construed as creating a partnership or joint venture between District and Vendor or between the District and any other party, or cause either party to be characterized as a "warehouseman" or a "bailee" or to be responsible in any way for the debts and obligations of the other party.

39. **No Offer.** Submission of this Concession Agreement by the District to Vendor for examination and signature does not constitute an offer or option for Concession Agreement. This Concession Agreement will be effective only upon execution and delivery by both Vendor and the District.

40. **Counterparts.** This Concession Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

41. **Vendor's Authority.**

(a) Vendor makes the following representations to District, on which District is entitled to rely in executing this Concession Agreement: (i) Vendor has the power to enter into this Concession Agreement and the transactions contemplated hereby and to perform its obligations hereunder, and by proper resolution, the signatory hereto has been duly authorized to execute and deliver this Concession Agreement; and (ii) the execution, delivery and performance of this Concession Agreement and the consummation of the transactions herein contemplated shall not conflict with or result in a violation or breach of any law, rule, ordinance or agreement to which Vendor is bound.

(b) The District makes the following representations to Vendor, on which Vendor is entitled to rely in executing this Concession Agreement: (i) the District has the power to enter into this Concession Agreement and the transactions contemplated hereby and to perform its obligations hereunder, and by proper resolution, the signatory hereto has been duly authorized to execute and deliver this Concession Agreement; and (ii) the execution, delivery and performance of this Concession Agreement and the consummation of the transactions herein contemplated shall not conflict with or result in a violation or breach of any law, rule, ordinance or agreement to which the District is bound.

42. **Brokerage.** Vendor warrants and represents that it has not dealt, consulted or negotiated with any real estate broker or agent in connection with this

Concession Agreement. In the event of any breach of the foregoing, Vendor hereby agrees to indemnify and hold harmless, to the extent permitted by applicable law, the District from and against any and all loss of liability resulting from or arising out of all claims of any real estate broker or agent for a commission other than claims such elains.

43. **Time of the Essence.** Time is of the essence of this Concession Agreement, and of each and every covenant, term, condition and provision hereof.

44. **Radon Gas.** This disclosure is required by section 404.056, Florida Statutes. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

45. **Public Records.** A. Vendor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in the Concession Agreement and this Extension thereto; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Concession Agreement and Extension thereto if the Vendor does not transfer the records to the District; and
4. Upon completion of the Concession Agreement as extended, transfer, at no cost to the District, all public records in possession of the Vendor or keep and maintain public records required by the District to perform the service or work provided for in the Concession Agreement or Extension thereto. If the Vendor transfers all public records to the District upon completion of the Concession Agreement or Extension thereto, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Concession Agreement or Extension thereto, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Vendor acknowledges that any requests to inspect or copy public records

relating to this Concession Agreement or Extension thereto must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Vendor, the Vendor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Vendor acknowledges that should Vendor fail to provide the public records to the District within a reasonable time, Vendor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BAYSCAPE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-994-1001 OR BY EMAIL AT MHUBER@RIZZETTA.COM, OR BY REGULAR MAIL AT 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FLORIDA 33544.

46. E-Verify. Pursuant to Section 448.095(2), Florida Statutes,

A. Vendor represents that Vendor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Extension, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

B. If the District has a good faith belief that the Vendor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Extension as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Vendor otherwise complied with its obligations thereunder, the District shall promptly notify the Vendor and the Vendor will immediately terminate its contract with the subcontractor.

C. If the Concession Agreement and this Extension thereto is terminated in accordance with this section, then the Vendor will be liable for any additional costs incurred by the District.

47. Exhibits. The following attachments and exhibits are made a part of this Concession Agreement.

- Exhibit A - The Groves Clubhouse
- Exhibit B - Inventory List For The Groves Community Development District Owned Restaurant Equipment

Exhibit C - Vendor Owned Restaurant Equipment
Exhibit D - Improvements to be Made by District

IN WITNESS WHEREOF, Vendor and the District have caused this instrument to be executed as of the date first above written, by their respective officers or parties thereunto duly authorized.

Witnesses:

By: FRANK H. DIMEO
Name: Frank H. Dimeo

By: [Signature]
Name: Bessie M. S. S.

**The Groves
Community Development District**

By: [Signature]
Wilbur H. Boutin, Jr.
Chair of the Board of Supervisors

Witnesses:

By: [Signature]
Name: Nico Maggi

By: [Signature]
Name: Bessie M. S. S.

**Back9Bistro, LLC, a Florida limited
liability company**

By: [Signature]
By: [Signature]
Title: owner

Exhibit "A"

2021 Concession Lease Agreement

The Groves Clubhouse

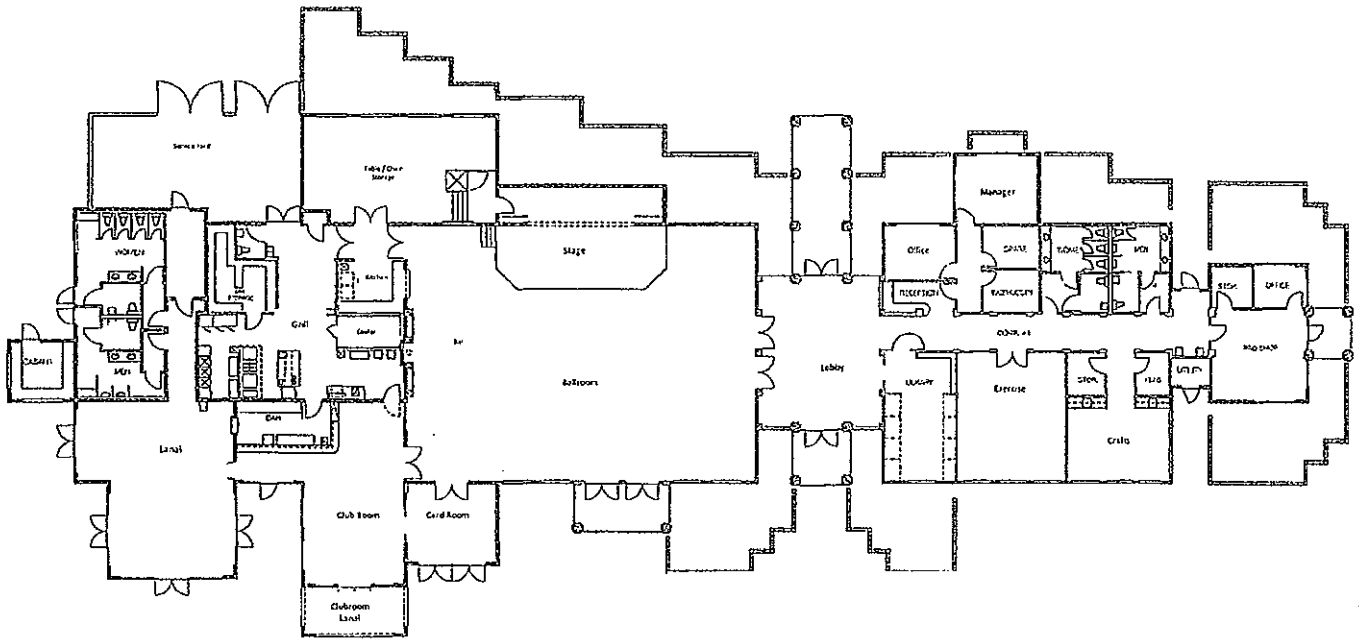
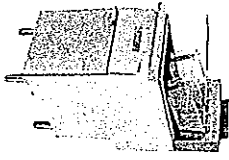
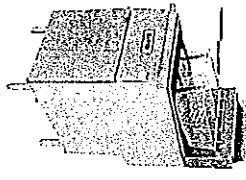
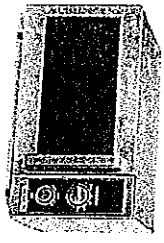
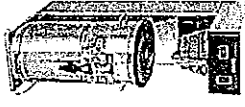
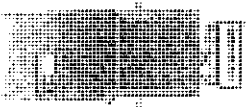
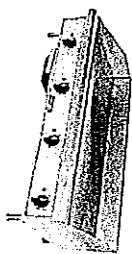
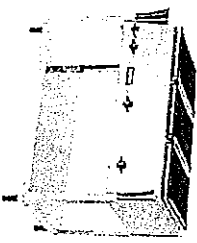

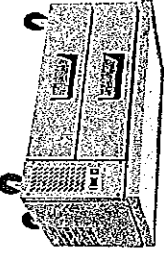
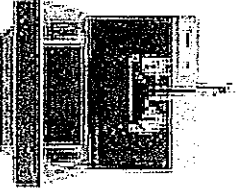



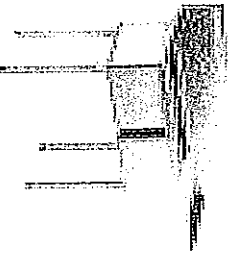
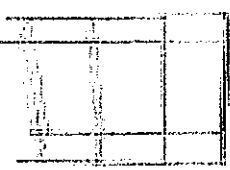
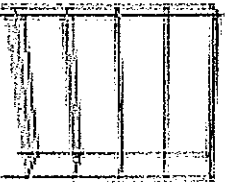
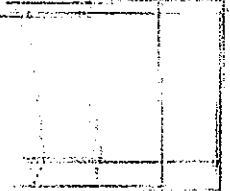
Exhibit "B" – Inventory List For

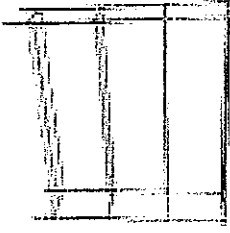
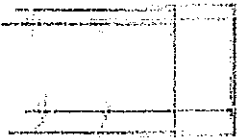
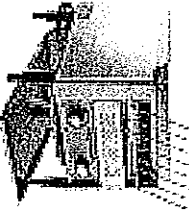

The Groves Community Development District Owned Restaurant Equipment

Groves Inventory & Asset Tag Report		GrovesTag #
 <p> MoTak MGF3-N Gas Fryer - (1) 40 lb Vat, Floor Model, Natural Gas Model, Natural Gas KaTom #: 895-CGF3NG Qty: 1 @ \$579.00 Item Total: \$579.00 </p>		#1501
 <p> eQuipped F5-N Gas Fryer - (1) 70 lb Vat, Floor Model, Natural Gas KaTom #: 895-CGF5NG Qty: 1 @ \$969.00 Item Total: \$969.00 </p>		#1502
 <p> Winco EMW-1000SD 1000w Commercial Microwave w/ Dial Control, 120v KaTom #: 080-EMW1000SD Qty: 1 @ \$172.79 Item Total: \$172.79 </p>		#1509
 <p> Bunn TB3Q Iced Tea Brewer, 29" Trunk, Quick Brew (36700.0013) KaTom #: 021-367000013 Qty: 1 @ \$538.46 Item Total: \$538.47 </p>		#1503

	<p>Jackson CONSERVER XL-E Low Temp Door Type Dishwasher w/ 39 Racks/hr Capacity, 115v</p> <p>KaTom #: 099-CONSERVERXLE</p> <p>Qty: 1 @ \$2,899.00</p> <p>Item Total: \$2,899.00</p>	#1504
	<p>Toasimaster TMGM48 48" Gas Griddle w/ Manual Controls - 3/4" Steel Plate, Convertible</p> <p>KaTom #: 853-TMGM48NG</p> <p>Qty: 1 @ \$779.20</p> <p>Item Total: \$779.21</p>	#1505
	<p>Vollrath 38213 46" Hot Food Table w/ (3) Wells & Undersh017.83elf, 120v</p> <p>KaTom #: 175-38213</p> <p>Qty: 1 @ \$1,017.83</p> <p>Item Total: \$1,017.84</p>	#1506

	<p>Curtis CAFE3DB10A000 Airpot PourOver Coffee Brewer w/ (2) Lower & (1) Upper Warmer, 1 9/10 L Capacity, Manual Fill, 120v</p> <p>KaTom #: 965-CAFE3DB10A000</p> <p>Qty: 1 @ \$334.04</p> <p>Item Total: \$334.05</p>	#1507
	<p>Mitgall C-CB48-HC 48 21/5" Chef Base w/ (2) Drawers - 115v</p> <p>KaTom #: 338-CCB48HC</p> <p>Qty: 1 @ \$1,599.00</p> <p>Item Total: \$1,599.00</p>	#1508
	<p>Regency 12" x 16" Wall Mounted Hand Sink with Gooseneck Faucet</p> <p>#600HS12 - EA</p> <p>Qty:1 \$76.50</p>	#1510
	<p>Regency 16 Gauge Stainless Steel Three Compartment Commercial Sink - 24" x 18" x 14" Bows</p> <p>#600S31824X - EA</p> <p>Qty:1 \$529.01</p>	#1511

	<p>Right Drainboard Regency 57" 16 Gauge Stainless Steel Two Compartment Commercial Sink with Galvanized Steel Legs and 1 Drainboard - 17" x 17" x 12" Bowls #600S2171718GRT - EA Qty:1 \$358.99</p>	<p>#1512</p>
	<p>Regency 18" x 48" NSF Green Epoxy 4-Sheff Kit with 74" Posts #460EG1848KIT - KIT Qty:2 \$72.49 \$144.99</p>	<p>#1516-1519</p>
	<p>Regency 18" x 54" NSF Green Epoxy 5-Sheff Kit with 74" Posts #460EG1854K75 - KIT Qty:1 \$132.100</p>	<p>#1522</p>
	<p>Regency 18" x 60" NSF Green Epoxy 4-Sheff Kit with 74" Posts #460EG1860KIT - KIT Qty:2 \$88.99 \$177.98</p>	<p>#1520 #1521</p>

	<p>Regency 18" x 60" NSF Green Epoxy 4-Shelf Kit with 74" Posts #480EG1860KIT - KIT Qty:2 \$88.99 \$177.98</p>	<p>#1517/#1523</p>
	<p>Regency 18" x 36" NSF Green Epoxy 4-Shelf Kit with 74" Posts #460EG1836KIT - KIT Qty:1 \$65.100</p>	<p>#1518</p>
	<p>Avatoast T140 Commercial 10" Wide Conveyor Toaster with 3" Opening - 120V, 1750W (Formerly Avanto T140) #184T140 - EA Qty:1 \$299.100</p>	<p>#1513</p>
	<p>Robot Coupe R2 Dice Combination Continuous Feed Food Processor / Dicer with 3 Qt. Gray Polycarbonate Bowl - 2 hp #649R2DICE - EA Qty:1 \$1,614.01</p>	<p>#1514</p>



Avanto W53 Step Up Double Burner Decanter Warmer
#177W53 - EA
Qty:1 \$39,100

#1515

	Prep Cooler 3 door		1003	
	Walk-in Cooler		1006	
	Manitowoc Ice Machine		1007	
	Freezer #1		1008	
	Freezer #2		1009	
	Bar Cooler 2 door		1011	
	Ice Holder at Bar		1014	
	Rolling Rack			
	Rolling Rack			
	29 Dining room Chairs			
	14 Dining Room Tables			
	11 Bar Stools			
	Liquor Rack		1015	
	Shelving on Mirrors			
	Liquor Unit			
	Built in Storage unit			
	Regency 15"x48" Stainless Steel Pot Rack with 18 hooks			
	15 Dining room Chairs Card room		1012-1013	
	Keg Storage Units		1639	
	3 bin Bard sink			
	Bar Hand Sink			
	Bar TV		1541	
	Linai TV			
	24 Linai Chairs			
	7 Linai Tables - Assorted			
	Gas Stove		1535	
	3 sink Prep Table		288	
	Slicer			
	Stainless Steel Shelving 8 ft			
	Stainless Prep Table			

Exhibit "C"

Vendor Owned Restaurant Equipment

Vendor will install the following equipment, which shall become the Property of the District at the District's sole option, if the Vendor renews this Agreement following the Initial One Year Term:

Nine (9) television sets

Pizza Oven

Smoker

If District requests the Vendor remove the equipment, Vendor shall restore the property to its previous condition at the time of removal of the equipment.

EXHIBIT "D"

List of Restaurant Alterations to be performed by District.

1. Pending approval from the property owner, install Vendor signage on the Golf Course at Holes 8 and 17.
2. Update/replace existing restaurant signage to reflect the name, "Back9Bistro."
3. If approved by the parties, install a door from Kitchen/Bar area to lanai.
4. Subject to budget approval, update lanai.
5. Subject to budget approval, update pool area and install water connection to cabana.

Tab 3

Ballroom	Fee	Duration*	Deposit	Cancellation
Organized Social Activity for Residents (bingo, cards, karaoke, trivia night)	\$0	5 hour	\$0	\$0
Personal Function- Resident (weddings, receptions, dinner events)	\$100	5 hour	\$100	5 days
Personal Function- Non-Resident (weddings, receptions, dinner events)	\$400	5 hour	\$200	10 days
Entertainment Event (Admission Charged for Residents and Guests)	\$400	5 hour	\$200	10 days
Commercial/Sales - Resident	\$100	5 hour	\$100	10 days
Commercial/Sales - Non-Resident	\$400	5 hour	\$200	10 days
Organization Event - Resident / Non-Resident	\$400	5 hour	\$200	10 days
Not for Profit	\$0	5 hour	\$200	30 days

*Use Time Overage Fee calculated a \$15 per each 15 minutes

Tab 4

Board members,

I have gone through all the historical emails exchanges with Mr. Ebben with EXP to get a better handle on the work and costs associated with the lighting at the pool. Here is a summary that I have run by Mr. Ebben to help ensure the facts and estimates are correct.

1. Per the proposal (attached) approved by the Board, Mr. Ebben completed the lighting survey with the report (attached) that demonstrates that the lighting is not sufficient. The **Board paid two invoices** (attached) for this work. One for **\$1,792 and one for \$134.44** per the proposal.
2. The **next step would be** to have Mr. Ebben do the design and engineering work for **\$4,050**. This is a signed and sealed drawing that a CDD selected electrical contractor would then use to pull a permit and get material quotes.
3. Mr. Ebben made a **rough estimate of \$9,000** for the contractor to install the poles. He **estimated** \$4,500 for the poles and \$4,500 for the install. Only an estimate. There could be additional costs associated with the removal of the current poles.

With that all said, you have **currently paid \$1,926.44** to have the pool and its lighting professionally surveyed and reported as to the existing lighting capability as it relates to certification for night swimming.

I understand that the **design and engineering work** would be necessary in order for the **electrical contractor** to know what is needed to purchase and where to install in order to meet the lighting necessary for certification.

With that all said, at this point, you know for certain that your pool does not meet the requirements for night swimming. If you desire is to fix that, you are looking at **a minimum of \$13,000** more investment to make that happen. That is for design and engineering plus the actual install of the light poles necessary.

The other option would be to just not have night swimming.

Board members, please do not respond globally to this email to avoid potential Sunshine Law issues.

Gregory B. Cox
District Manager

Rizzetta & Company
12750 Citrus Park Lane
Suite 115
Tampa, Florida 33625
Phone: 813.933.5571

gcox@rizzetta.com

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Site Lighting Report

Date of Report:	31 March 2022	Date Visited:	30 March 2022
Project Name:	The Groves CDD Pool	Project #:	USS-22008916-00
Client:	Rizzetta & Co	Attention:	Greg Cox Shawn Piccolo
Location:	CDD Resort	Weather Conditions:	Mild, Warm
Subject:	Initial Pool Lighting Survey		

PURPOSE

- To review the current state of lighting for the pool and pool dec.
- To review the current photometry to determine if the current light levels meet those required by Florida Department of Health.

1. Existing Luminaires

- a. The pool, spa and pool deck are currently illuminated by (8) 10'-12' light poles and two LED flood luminaires mounted on the shade canopy structure.



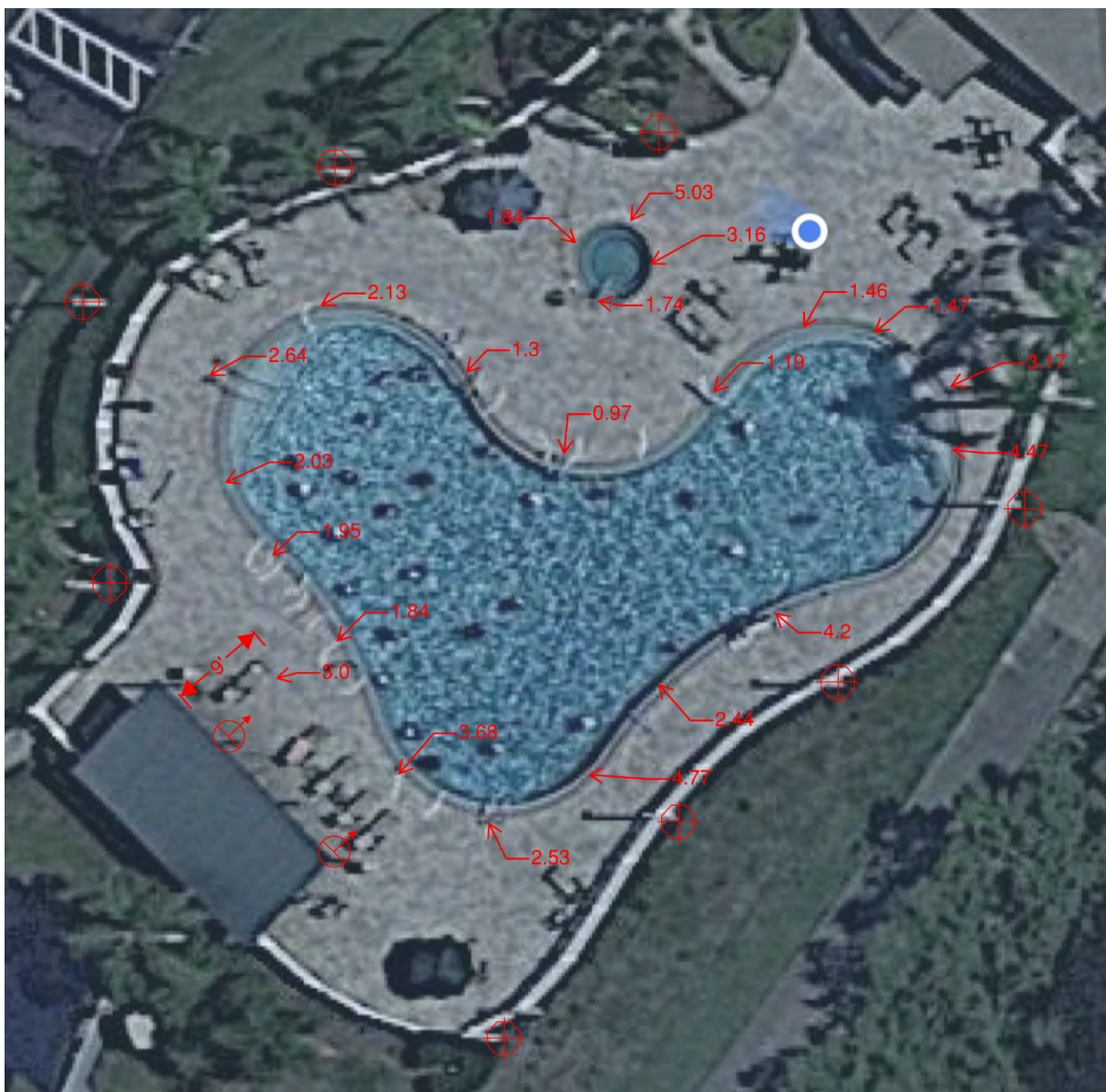


- b. The existing luminaires appear to be 4000K LED flood style luminaires mounted on 10' – 12' poles.



2. Site Photometry

- a. The image below, taken from Google Maps Satellite shows the pool, poles/luminaires and numerous points at which illuminance measurements were taken. The samples were measured using a EXATECH Instruments HD450 NIST Calibrated Datalogging Light Meter.



3. Code & Conclusion

- a. The Florida Department of Health Code Chapter 64E-9 Public Swimming Pools and Bathing Places establishes the requirements for night time swimming illumination. The following excerpt is taken from 64E-9.006 Construction Plan Approval Standards.

(c) Lighting – Artificial lighting shall be provided at all swimming pools which are to be used at night or which do not have adequate natural lighting so that all portions of the pool, including the bottom, may be readily seen without glare.

*1. Outdoor pool lighting – Lighting shall provide a minimum of **three foot candles** of illumination at the **pool water surface and the pool wet deck surface**. Underwater lighting shall be a minimum of one-half watt per square foot of pool water surface area.*

As is indicated by the illuminance plan above, the current illumination does not meet the required 3 FC minimum. In order to meet the code requirements it is our opinion that the existing luminaires and poles should be replaced with new taller poles (to reduce the glare) and brighter luminaires.

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17 March 2022

Mr. Gregory B. Cox
Training and Quality Assurance
Rizzetta & Company
12750 Citrus Park Lane
Suite 115
Tampa, Florida 33625
Phone: 813.933.5571
gcox@rizzetta.com

Re: **The Groves CDD Pool Project**
Land O' Lakes, FL
Fee Proposal

Dear Gregory,

Thank you for the opportunity to submit our fee proposal for this project.

At EXP, we provide professional, technical and strategic services to the world's built and natural environments in six key practice areas: Buildings, Earth & Environment, Energy, Industrial, Infrastructure, and Sustainability. Additional information about EXP, the markets we serve, and the services we provide is available on our website at www.exp.com.

This document outlines our Scope of Services. We look forward to working with you on this project. We are dedicated to being your trusted advisor, helping you successfully achieve the project objectives.

A. PROJECT DESCRIPTION

As indicated on the documents we received on 19 February 2022, we understand this project consists of a photometric site survey of your existing lighting at The Groves CDD in Land O' Lakes, FL

The project duration is assumed to be: 1 month.

For purposes of developing this proposal we assumed this project will include:

The existing pool deck at the clubhouse as indicated in the image below.



B. SCOPE OF BASIC SERVICES INCLUDED IN THIS FEE PROPOSAL

Our proposed fee includes the following services. For detailed descriptions, see relevant attachments.

1. PHOTOMETRIC SURVEY:

- a. **Site Visit:** EXP shall travel to the site to observe and measure the photometry of the currently installed lighting around the pool.
- b. **Survey:** EXP shall prepare maximum of (1) one release of the photometric survey executed on satellite imagery unless PDF site plan is provided by owner.

C. BASIS OF COMPENSATION

1. BASIC SERVICES INCLUDED IN THIS PROPOSAL:

- a. The Basic Services are proposed to be provided by EXP as described in this proposal on an hourly basis not to exceed an upset limit of \$1,800 for payroll billings, plus reimbursable expenses estimated at \$500.
- b. These limits may be adjusted to reflect agreed-upon changes in scope and fee authorized by the Client through written amendment to this agreement.
- c. Services shall be invoiced monthly using the hourly rates attached to this proposal.

ESTIMATED REIMBURSABLE EXPENSES	AMOUNT	
Travel Related (Airfare, lodging, auto and meals). 1 person-trips and 1 person-days on site.	\$	500
Postage and printing	\$	100
TOTAL (US\$)	\$	600

2. BASIS OF COMPENSATION – ADDITIONAL SERVICES

- a. Additional Services will be performed at EXP's current additional services rates or a mutually agreed fixed fee.
- b. Should the current installation be found to be below the minimum level required by FDOH for nighttime swimming, EXP will be happy to provide a lighting design solution to bring said levels up to code. These services can be provided at EXP's current additional services hourly rates.

D. REIMBURSABLE EXPENSES

1. The following items are considered expenses to be reimbursed to EXP by the Client at 1.0 times our cost:
 - a. All reproduction costs (including plotting costs)
 - b. Postage and Deliveries
 - c. Travel
 - d. LEED registration, interpretation, certification and appeal fees payable to the USGBC / GBCI

E. FEE PROPOSAL ATTACHMENTS

The following documents are incorporated into this fee proposal by reference:

- EXP HOURLY BILLING RATES
- EXP STANDARD CONTRACT TERMS

Together with this fee proposal, these documents constitute the entire agreement for these services.

F. CONTRACT ACCEPTANCE AND AUTHORIZATION TO PROVIDE SERVICES

If this proposal is acceptable, please sign a copy and return one to us for our files.

If you require additional information or clarification or would like to discuss the project scope further, please do not hesitate to contact us.

Sincerely,



Aram Ebben, IALD, CLD, LEED AP
Principal, Director of Lighting Design

EXP U.S. Services Inc.

ACE/ace

cc: EXP Business Development Dept.

Proposal valid for 90 days from date of this letter.

Approved and Accepted By:

Name

Title

Signature and Date

Client's Project Number for Billing



EXP U.S. Services Inc.
HOURLY BILLING RATES

Billings for services provided on a Time and Materials basis will be based on the hourly rates shown below, for the personnel performing the services.

PERSONNEL BILLING CATEGORY	RATE (US\$)	
Administrative Assistant 1	\$	70.00
Administrative Assistant 2	\$	80.00
Administrative Assistant 3	\$	90.00
Engineer/Designer 1	\$	100.00
Engineer/Designer 2	\$	120.00
Engineer/Designer 3	\$	130.00
Engineer/Designer 4	\$	170.00
Engineer/Designer 5	\$	200.00
Engineer/Designer 6	\$	240.00
Engineer – Manager 1	\$	225.00
Engineer – Manager 2	\$	275.00
Lighting Engineer/Designer 1	\$	85.00
Lighting Engineer/Designer 2	\$	105.00
Lighting Engineer/Designer 3	\$	120.00
Lighting Engineer/Designer 4	\$	150.00
Lighting Engineer/Designer 5	\$	190.00
Lighting – Manager 1	\$	225.00
PM 1	\$	150.00
PM 2	\$	170.00
PM 3	\$	190.00
PM 4	\$	225.00
Executive	\$	360.00

This hourly rate schedule is firm until December 31, 2022 with escalation to be 5% annually for the term of the project schedule.



EXP U.S. Services Inc.

STANDARD CONTRACT TERMS

The following terms together with the 2017 edition of AIA C401 (the "Form C401") and our proposal (the "Proposal") to which these Standard Contract Terms are attached, form the contractual terms for our Basic Services and Additional Services (collectively, this "Agreement"). EXP U.S. Services Inc. shall be referred to as "EXP" or the "Consultant" in these Standard Contract Terms. Any desired change to this Agreement must be in writing and signed by the signator of the Proposal to which these Standard Contract Terms are attached.

INCORPORATION OF TERMS FROM PRIME CONTRACT

If any of the terms of a Prime Contract are to be incorporated within this agreement, Consultant must review and consent in writing to those terms prior to incorporation into this Agreement.

1. DEFINITIONS

- a. "Architect" is the person or entity identified as such in the Proposal. If no such person or entity is identified in the Proposal, the "Architect" is the person or entity entering into the contract for the design of the Project with Owner.
- b. "Client" is the person or entity entering into this Agreement with Consultant.
- c. "Consultant's Services" is the scope of services to be performed by Consultant under this Agreement, consisting of Basic Services and Additional Services.
- d. "Contractor" is the person or entity identified as such in the Proposal. If no such person or entity is identified in the Proposal, the "Contractor" is the person or entity that has contracted with Owner to perform the construction work.
- e. "Owner" is the person or entity identified as such in the Proposal. If no such person or entity is identified in the Proposal, the "Owner" is the person or entity entering into the construction contract with the Contractor and the design contract with Architect.
- f. "Prime Agreement," if applicable, is the agreement between Architect and Owner and to which this Agreement is a subcontract.
- g. "Project" is the work of improvement identified as such in the Proposal.
- h. "Work" is the scope of construction to be performed under the construction contract between Contractor and Owner with respect to the Project.
- i. Any Capitalized and undefined terms used in these Standard Contract Terms shall have the meaning ascribed to them in the Form C401.

2. ARCHITECT/CONSULTANTs AGREEMENT; REMEDIES

Unless expressly modified by the Proposal or in these Standard Contract Terms, Consultant's performance of and responsibility for Consultant's Services, and remedies available to Consultant under this Agreement, shall be the same as those related to the "Architect" as set forth in Sections 8.1, 8.2.1, 8.2.2, and 8.2.3 of AIA Document B101-2017, with disputes not resolved through mediation being resolved through litigation in a court of competent jurisdiction, subject to the limitations and conditions set forth this Agreement.

3. CERTIFICATION

Providing certifications, consents, or similar items to lenders or others is not part of Basic Services. If Client requests Consultant to execute certificates, the proposed language of such certificates shall be submitted to Consultant for review at least fourteen (14) days prior to the requested dates of execution. Consultant shall not be required to execute certificates or consents that would require knowledge, liabilities, services or responsibilities beyond the scope of this Agreement.

4. RECORDS RETENTION

Consultant shall have no responsibility to retain records or copies of plans and specifications for more than eight (8) years following the date of this Agreement. Copies of the documents will be made for Client upon request and at Client's expense, including technical and administrative costs associated with assembling and producing the requested copies

5. ADDITIONAL SERVICES CAUSED BY LACK OF ARCHITECT OR CONTRACTOR PERFORMANCE

Consultant shall not be responsible for the acts or omissions of Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work. The Contractor has the responsibility of installing complete and fully operable systems. If Client determines that the Contractor is unable to achieve satisfactory operation, Consultant will, at Client's request and as an Additional Service, provide troubleshooting services and advise Architect on how to achieve proper operation of such systems.

6. OTHER ADDITIONAL SERVICES

The scope of Basic Services that Consultant shall provide pursuant to this Agreement is limited to that expressly set forth within the Proposal.

Basic Services for review of the Contractor's submittal shall be limited to an initial submittal and the maximum number of resubmittals set forth in the Proposal. Services by Consultant for review of additional resubmittals shall be compensated as an Additional Service.

If Consultant is requested to perform field visits beyond those stated in the Proposal, Consultant will provide field engineers as requested and charge for the service as an Additional Service.

Services required beyond the Basic Services set forth within the Proposal due to changes or increases in scope of services shall be charged on a time and expense basis. Additional time shall be invoiced at 2.8 times Direct Personnel Expense. Reimbursable Expenses shall be charged at the rates indicated in Form C401.

If neither Owner nor Architect provides documentation or information beyond that which is apparent by non-intrusive observations of the existing facility and neither Owner nor Architect performs destructive testing or investigate concealed or unknown conditions, Consultant will be compensated as an Additional Service for all unknown or concealed conditions that are encountered during construction that require changes in Consultant's Scope.

7. BILLING BACKUP

Consultant will provide, at no additional cost, a computer breakdown of Reimbursable Expenses billed to the Project. If copies of the actual expense receipts are required on a regular basis, the cost to gather and reproduce the documents will be billed to the project as an Additional Service on an hourly basis. Original receipts will be available for review at Consultant's main offices in Maitland, Florida.

8. PAYMENT PROVISIONS

Invoices will be marked monthly for services provided during the prior period. Copies of supporting documentation will be provided upon Client's request at Client's expense. All payments under this Agreement shall be made within thirty (30) days after the date of the invoice and paid in US Dollars. Invoices not paid within thirty (30) days are subject to interest from the 31st day at a rate of 1% per month (12% per annum) but not to exceed the maximum interest allowed by law. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts within such thirty (30) day period.

9. LIMITATION OF LIABILITY

The total liability to all claimants arising from, or attributable to, Consultant's furnishing of services under this Agreement or Consultant's involvement with the Project, for any and all injuries, claims, losses, damages, or costs resulting from errors, omissions, or other professional negligence in the performance of services under this Agreement, shall be limited to a single aggregate sum not to exceed the greater of (a) Consultant's fee under this Agreement, or (b) \$100,000. The services provided by Consultant in connection with the Project shall be solely the responsibility of Consultant and shall not subject Consultant's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding anything to the contrary contained herein, to the extent permitted by applicable law and as Client's sole and exclusive remedy, all claims, demands or suits shall be directed and/or asserted only against Consultant and not against any of Consultant's individual employees, officers or directors under any theory of liability. If a court of competent jurisdiction makes a determination that, despite the foregoing exculpation of liability, any officers, directors, or employees, are liable in connection with the performance of this Agreement, the liability of such officers, directors, or employees, collectively with

that of Consultant, shall not exceed the limits set forth in the first sentence of this paragraph.

10. HAZARDOUS WASTE

Consultant's responsibilities under this Agreement do not include any services related to the presence of any hazardous or toxic materials. In the event Consultant or any other person or entity involved in the Project encounters any hazardous or toxic materials, or should it become known to Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of Consultant's services, Consultant may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until Architect or Owner retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

11. ACOUSTICS/VIBRATIONS

The systems and equipment designed and specified by Consultant under this Agreement can have certain ramifications with respect to noise, vibration and acoustics that impact upon the completed Project and the connected spaces. In accordance with industry practices, Consultant may (or may not) include performance based specifications for acoustical and/or vibration attenuation. Consultant shall not be held responsible for the results of, or lack of, such specifications. Client, Owner, and/or Architect are responsible for hiring an acoustical/vibration consultant to review all results aspects of Consultant's designs involving the performance specifications. Client and Owner may, at its discretion, independently retain an acoustics consultant to evaluate the impact of the systems and equipment on the Project and recommend means of mitigating any impacts. Consultant will use its commercially reasonable efforts to coordinate with said consultant.

12. VALUE ENGINEERING

If a firm is hired for the purpose of Value Engineering (VE) or Cost Estimating (CE) the Contract Documents prepared by Consultant, it shall be performed in a timely manner so as not to delay the orderly progress of Consultant's services. Consultant shall be promptly notified of the identity and scope of services and responsibilities provided by the firm performing either VE or CE. All VE or CE recommendations shall be provided to Consultant for review with adequate response time. If Consultant objects to any VE or CE recommendations the objections and basis for such objections shall be submitted to Client. If Client requires incorporation of changes objected to by Consultant into Contract Documents prepared by Consultant, Client agrees, to the fullest extent permitted by law, to waive all claims, and to indemnify and hold harmless Consultant from any and all liability or costs, including reasonable attorneys' fees and costs of defense, arising from incorporation of such objected changes.

In addition, Consultant shall be compensated as an Additional Service for all services necessary to review, and incorporate recommended value engineering changes into reports,

drawings, specifications, bidding or other documents. Consultant's time for performance of its services shall be equitably adjusted for VE or CE impact upon design.

13. ENERGY ESTIMATES/GREEN OR LEED CERTIFICATION

Because Consultant has no control over building and equipment operation, or climatic conditions, Consultant cannot and does not guaranty or warrant that actual building or system operating costs will not vary from estimates prepared by Consultant.

The signing of any "green related" statement by Consultant is solely for purposes of obtaining LEED Green Building Rating System certification. Client acknowledges that LEED standards are subject to interpretation and that all LEED statements signed by Consultant represent the professional opinion of Consultant to the best of its information, knowledge and belief. No such statement constitutes a warranty or guarantee that the item or system will perform in accordance with any criteria or standards or that the Project will actually achieve LEED certification or realize any particular energy savings.

14. WAIVER OF CONSEQUENTIAL DAMAGES

Client and Consultant waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement, including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party alleges that it incurred from any cause of action. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in paragraph below entitled "Termination."

Both Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

15. OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer or other electronic files, field data, notes and other documents and instruments prepared by Consultant as instruments of service shall remain the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. Client agrees not to reuse any such items prepared by Consultant as instruments of service, in whole or in part, for any purpose other than for the Project. Client agrees not to transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than Consultant.

16. STANDARD OF CARE

In providing services under this Agreement, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession

currently practicing under similar circumstances at the same time and in the same or similar locality.

17. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant. Consultant's services under this Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

18. INFORMATION PROVIDED BY OTHERS

Client shall furnish, at Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client and/or Client's consultants and contractors.

19. JOB SITE SAFETY

Consultant shall have no duty to monitor construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents or any health or safety precautions required by any regulatory agencies. The Contractor shall be solely responsible for jobsite and worker safety and the performance of the Work. Client shall ensure that Consultant and any other consultants retained by Consultant shall be made additional insureds under the Contractor's policies of general liability insurance.

20. TERMINATION

The equitable adjustment to Consultant's compensation as required by this Agreement shall include all reasonable costs incurred by Consultant on account of termination or suspension of the Project, for preparation of documents for storage, maintaining space and equipment pending resumption, orderly demobilization of staff, maintaining employees on a less-than-full-time basis, terminating employment of personnel because of termination or suspension, rehiring former employees or new employees because of resumption, reacquainting employees with the Project upon resumption and making revisions to comply with Project requirements at the time of resumption.

21. ATTORNEY'S FEES

The prevailing party in any litigation, arbitration, insolvency or other proceeding ("Proceeding") relating to the enforcement or interpretation of this Agreement may recover from the unsuccessful party all costs, expenses, and attorney's fees (including expert witness and other consultants' fees and costs) relating to or arising out of (a) the Proceeding (whether or not the Proceeding proceeds to judgment), and (b) any post-judgment or post-award proceeding including, without limitation, one to enforce or collect any judgment or

award resulting from the Proceeding. All such judgments and awards shall contain a specific provision for the recovery of all subsequently incurred costs, expenses, and attorney's fees. Unless judgment goes by default, the attorneys' fee award shall not be computed in accordance with any court schedule, but shall be such as to fully reimburse all attorneys' fees actually incurred in good faith, regardless of the size of a judgment, it being the intention of the parties to fully compensate for all attorneys' fees and experts' fees paid or incurred in good faith.

22. SEVERABILITY

If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect

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EXP U.S. Services Inc.
2601 Westhall Lane, Maitland, FL 32751
Tel: 407.660.0088
Remit to: 205 N Michigan Ave, Suite 3600
Chicago, IL 60601

April 08, 2022

Project No: USS-22008916-00

Invoice No: 113588

P.M. Aram Ebben

Tiffany Judd
The Grove - CDD
3434 Colwell Avenue
Suite 200
Tampa, FL 33614

Project USS-22008916-00 The Groves CDD Pool Project

Professional Services from February 26, 2022 to April 1, 2022

Labor

		Hours	Rate	Amount	
Ebben, Aram	3/30/2022	6.00	204.81	1,228.86	
Ebben, Aram	3/31/2022	2.75	204.81	563.23	
Totals		8.75		1,792.09	
Total Labor					1,792.09

Billing Limits

	Current	Prior	To-Date
Total Billings	1,792.09	0.00	1,792.09
Limit			1,800.00
Remaining			7.91

Total for this Invoice \$1,792.09

Date Rec'd Rizzetta & Co., Inc. 04.12.22

D/M approval GBC Date 4/22/22

Date entered 04.21.22

Fund 001 GL 57200 OC 4715

Check # _____



EXP U.S. Services Inc.
2601 Westhall Lane, Maitland, FL 32751
Tel: 407.660.0088
Remit to: 205 N Michigan Ave, Suite 3600
Chicago, IL 60601

Rizzetta & Company
12750 Citrus Park Lane
Suite 115
Tampa, FL 33625

May 06, 2022
Project No: USS-22008916-99
Invoice No: 114614
P.M. Aram Ebben

Project USS-22008916-99 The Groves CDD Pool Project Expense
Professional Services from April 2, 2022 to April 29, 2022

Reimbursable Expenses

Mileage	126.36	
Tolls	8.08	
Total Reimbursables	134.44	134.44

Billing Limits	Current	Prior	To-Date	
Total Billings	134.44	0.00	134.44	
Limit			600.00	
Remaining			465.56	
Total for this Invoice				\$134.44

Date Rec'd Rizzetta & Co., Inc. 05.06.22
D/M approval gbc Date 5/13/22
Date entered 05.13.22
Fund 001 GL 57200 OC 4715
Check # _____

Project	USS-22008916-99	The Groves CDD Pool Project Expense	Invoice	114614
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Billing Backup

Friday, May 6, 2022

[31] - EXP US Services

Invoice 114614 Dated 5/6/2022

8:22:10 AM

Project	USS-22008916-99	The Groves CDD Pool Project Expense
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Reimbursable Expenses

Mileage

EX	000000772853	3/30/2022	 Ebben, Aram / Mileage	126.36
----	--------------	-----------	---	--------

Tolls

EX	000000772853	3/30/2022	 Ebben, Aram / Tolls	8.08
----	--------------	-----------	---	------

Total Reimbursables

134.44 134.44

Total this Project \$134.44

Total this Report \$134.44

Detailed Expense Report

Friday, May 6, 2022
8:33:25 AM

[31] - EXP US Services

Employee X100052 Ebben, Aram

Signed

Electronically by: Ebben, Aram 4/11/2022 10:18:02 AM

Posted

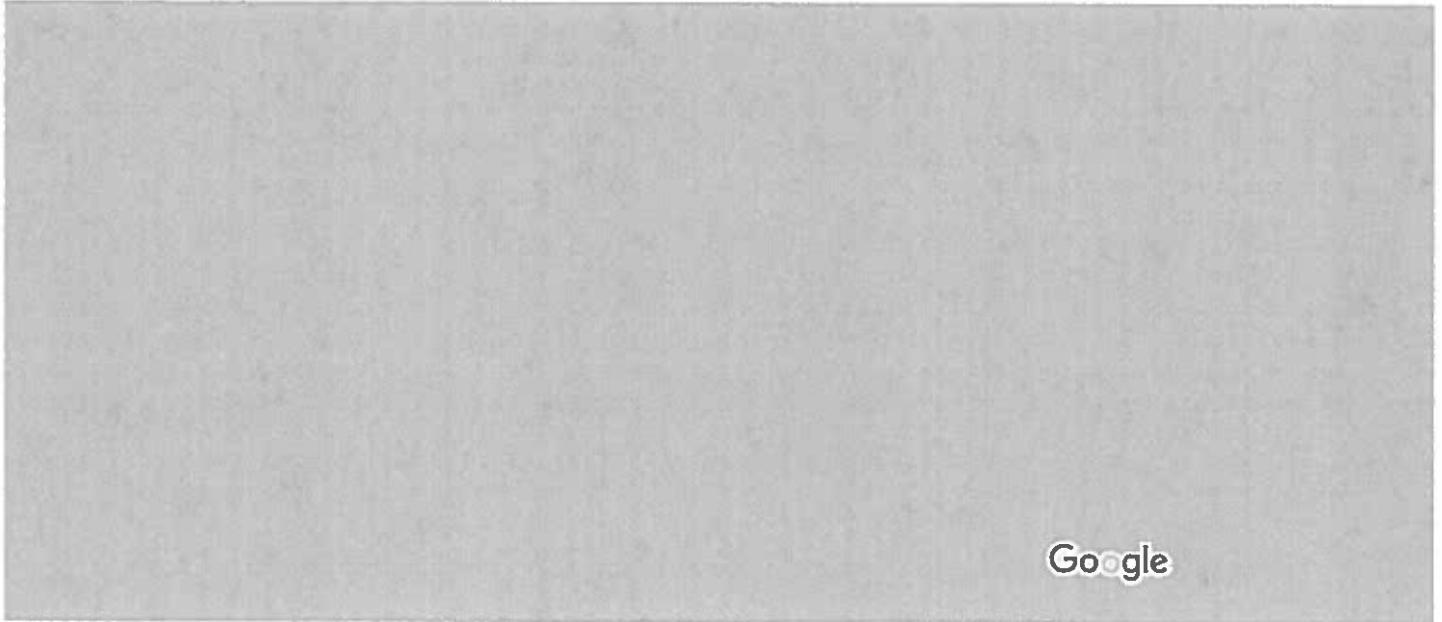
Approved Electronically by: Angevine, Deanna 4/11/2022 2:23:12 PM

Organization 31-US-B-LITORL

Expense Report: 2022-03-30 Groves SV EB

Report Date: 4/11/2022

Date	Category	Description	Project	Phase	Task	Bill	Currency Code	Amount	Payment Amount
3/30/2022	Mileage	Mileage	USS-22008916-99	EB		<input checked="" type="checkbox"/>	USD	126.36	126.36
Business Reason: Site Visit		The Groves CDD Pool Project Expense Travel From/To: EXP - Groves - EXP Travel: 216.00 mi @ 0.585							
3/30/2022	Tolls	Tolls	USS-22008916-99	EB		<input checked="" type="checkbox"/>	USD	8.08	8.08
Business Reason: Site Visit		The Groves CDD Pool Project Expense							
Total Expenses									134.44
Total Due									134.44



Map data ©2022 INEGI, Google 5 mi



via Florida's Turnpike and I- 3 hr 39 min
75 S 216 miles

3 hr 39 min without traffic

⚠ This route has tolls.

⚠ This route has restricted usage or private roads.

Explore 2601 Westhall Ln

Restaurants Hotels Gas stations Parking Lots More

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

TOLL TRANSACTIONS

Parameters

Account 265701
Start Date : 02/01/2022
End Date : 04/11/2022

TRANSACTION DATE	POSTING DATE	LICENSE PLAT	VEHICLE MAKE	VEHICLE MODEL	TRANSPONDER	LOCATION	LA	AMOUNT	TOLL TYPE
03/30/2022 10:12:54 PM	03/31/2022 10:28:44 PM	VSU23	HONDA	ACCORD	2239447	I4 MAIT EB MP90	1	\$0.50	
03/30/2022 10:11:01 PM	03/31/2022 10:29:41 PM	VSU23	HONDA	ACCORD	2239447	I4 LEE EB MP88	1	\$0.50	
03/30/2022 10:04:34 PM	03/31/2022 10:29:34 PM	VSU23	HONDA	ACCORD	2239447	I4 OBT EB MP81	1	\$0.50	
03/30/2022 10:04:01 PM	03/31/2022 10:29:33 PM	VSU23	HONDA	ACCORD	2239447	I4 RI0G EB MP80	1	\$0.50	
03/30/2022 08:59:45 PM	03/31/2022 10:29:28 PM	VSU23	HONDA	ACCORD	2239447	I4 KIRK EB MP75	1	\$0.50	
03/30/2022 01:45:57 PM	03/31/2022 09:34:30 PM	VSU23	HONDA	ACCORD	2239447	SR91 LeesburgNB	1	\$2.94	
03/30/2022 01:23:28 PM	03/30/2022 01:24:00 PM	VSU23	HONDA	ACCORD	2239447	FOREST LAKE (M)	7	\$1.47	E
03/30/2022 01:18:44 PM	03/30/2022 01:19:46 PM	VSU23	HONDA	ACCORD	2239447	CORAL HILLS (M)	7	\$1.17	E
Total Amount :								\$8.08	

Toll Type Legend

C - Cash
E - Electronic
Blank - Other agency roadway

Tab 5

D & S AUTOMATICS, INC. dba
ATLAS DOOR REPAIR
23900 W INDUSTRIAL DRIVE SOUTH,
SUITE 1 & 2
PLAINFIELD, IL 60585



Estimate

Date	Estimate #
6/14/2022	4553 2321

Name / Address	Ship To
THE GROVE GOLF & COUNTRY CLUB AMY 7924 MELGOLD CIRCLE LAND O LAKES FL 34637	THE GROVE GOLF & COUNTRY CLUB AMY 7924 MELGOLD CIRCLE LAND O LAKES, FL 34637

Work Order #	E-mail	Technician
1628	payablesatlasdoor@gmail.com	WG

Qty	ITEM	Description	AMOUNT	Total
1	LABOR	<p>WE HEREBY PROPOSE TO FURNISH AND INSTALL THE FOLLOWING:</p> <p>WE WILL REMOVE & DISPOSE OF THE EXISTING DAMAGED MATERIAL WE WILL INSTALL A NEW PAIR OF HOLLOW METAL DOORS & FRAME (PRIMED ONLY) WITH 2 SET OF HEAVY DUTY HINGES 2 HEAVY DUTY DOOR CLOSER IN ALUMINUM FINISH 1 DEAD BOLT 1 EXIT DEVICE 1 ENTRY LEVER LOCK HANDLE FOR EXIT DEVICE 1 SET OF FLUSH BOLTS 1 SET OF PERIMETER WEATHER STRIPPING 1 THRESHOLD 2 DOOR SWEEP 2 MAN JOB (1 AAADM CERTIFIED TECH & 1 LABORER)</p> <p>ESTIMATED PARTS, LABOR & INSTALLATION \$8,498.00 (PENDING JOB CHECK)</p> <p>***50% DEPOSIT IS NEEDED TO START THE ORDERING PROCESS \$4,249.00***</p>	8,498.00	8,498.00

Estimate terms and conditions, Atlas Door Repair herein called ADR will warrant that all work described above is to be performed in a timely and professional workman like manner. Scheduling times or dates however, are not guaranteed. Attempts by ADR to utilize customers existing hardware that is determined to be faulty or unusable will be at the customers risk and not warranted by ADR and may require new replacement parts not included in this proposal. Installers and or technicians will remove any old hardware replaced at the location that is included with the proposal. Atlas Door Repair reserves the right to utilize sub contract labor or equipment when necessary. Customer is also responsible for all parking cost and fees that occur when on site.

SIGNED ESTIMATE AND 50% NON-REFUNDABLE DEPOSIT ARE REQUIRED BEFORE JOB CAN BE SCHEDULED* Approved by: _____	Total
	Pricing is good for 30 days from the date of this estimate

Phone #	8152540621	Fax #	8152541208
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D & S AUTOMATICS, INC. dba
ATLAS DOOR REPAIR
23900 W INDUSTRIAL DRIVE SOUTH,
SUITE 1 & 2
PLAINFIELD, IL 60585



Estimate

Date	Estimate #
6/14/2022	4553 2321

Name / Address	Ship To
THE GROVE GOLF & COUNTRY CLUB AMY 7924 MELGOLD CIRCLE LAND O LAKES FL 34637	THE GROVE GOLF & COUNTRY CLUB AMY 7924 MELGOLD CIRCLE LAND O LAKES, FL 34637

Work Order #	E-mail	Technician
1628	payablesatlasdoor@gmail.com	WG

Qty	ITEM	Description	AMOUNT	Total
		<p>****PLEASE ALLOW 18 TO 22 WEEKS FOR LEAD TIME ON PARTS****</p> <p>*****METAL DOORS & FRAMES WILL COME PRIMED WE DO NOT PAINT*****</p> <p>*****INSTALLATION SHALL BE DONE DURING NORMAL BUSINESS HOURS***</p>		

Estimate terms and conditions, Atlas Door Repair herein called ADR will warrant that all work described above is to be performed in a timely and professional workman like manner. Scheduling times or dates however, are not guaranteed. Attempts by ADR to utilize customers existing hardware that is determined to be faulty or unusable will be at the customers risk and not warranted by ADR and may require new replacement parts not included in this proposal. Installers and or technicians will remove any old hardware replaced at the location that is included with the proposal. Atlas Door Repair reserves the right to utilize sub contract labor or equipment when necessary. Customer is also responsible for all parking cost and fees that occur when on site.

SIGNED ESTIMATE AND 50% NON-REFUNDABLE DEPOSIT ARE REQUIRED BEFORE JOB CAN BE SCHEDULED*		Total	\$8,498.00
Approved by: _____		**Pricing is good for 30 days from the date of this estimate**	
Phone #	8152540621	Fax #	8152541208

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Yehovah International Inc

CBC 1263348
3824 Spring Valley Dr
New Port Richey, FL 34655
(t) +1-813-530-5493

Invoice 21.1024

PROJECT: The Groves Golf and Country Club
LOCATION: 7924 Melogold Circle Land O Lakes, FL 34637
OWNER: Moose Mustafa
ARCHITECT: 0
DATE: 12.23.21

DRAWING DATE
REVISED DATE
ESTIMATE TYPE
TBD
00-01-00
COMMERCIAL

Door Replacement					
TRADE	DESCRIPTION	QTY	UNIT	RATE	TOTAL
DOORS	Double Hollow Metal Door	1	EA	\$ 3,215	\$ 3,215.00
	6'w x 8' H, 18 Gauge, Cold Roll Steel Commercial Metal Door				\$ -
	Incl. Lock Prep and Flush Bolts				
	Pocket Doors	2	EA	\$ 750	\$ 1,500.00
	3' x 8' Hollow Core Hardboard Flush Doors				\$ -
	Incl. Sheet Rock, All Hardware, Finishing				
LABOR	Metal & Pocket Door				\$ -
	Demo Installation and Finishing	1		\$ 3,500	\$ 3,500.00
SUB TOTAL			\$		8,215
GENERAL CONDITIONS			\$		820.0
INSURANCE		0.98%	\$		88.5
FEE		12.00%	\$		1,094.8
PERMIT		0.00%	\$		-
Total of Invoice			\$		10,218

Tab 6

Florida Reserve Study and Appraisal, Inc.
12407 N. Florida Avenue
Tampa, FL 33612
Phone: 813.932.1588
Fax: 813.388.4189
www.reservestudyfl.com

Funding Reserve Analysis
for
The Groves CDD

April 5, 2022



Funding Reserve Analysis

for

The Groves CDD

Table of Contents

Pages	Subject
1	Report Cover Sheet
2	Table of Contents
3 to 23	Reserve Study Summary
24 to 28	Reserve Item Summary
29 to 40	Reserve Item Listing
41 to 44	Present Cost Report
45	Cash Flow
46 to 47	Assessment Summary
48 to 57	Expense Report
58 to 68	Expense Summary

April 5, 2022

The Groves CDD 7924
Melogold Drive
Land O Lakes, FL 34637

Board of Directors,

We are pleased to present to The Groves CDD the requested Reserve Funding study. We believe that you will find the attached study to be thorough and complete. After you have had an opportunity to review the report you may have questions. Please do not hesitate to write or call, we would be pleased to answer any questions you may have.

Project Description

The Groves CDD commenced operations in August 2000. The community started home construction shortly thereafter and the construction was completed in 2007. The Groves is comprised of mostly single family homes, but also has some multifamily homes and villas. Currently, there are 755 owners assessed, but the Golf course is also assessed. Central to the community is an amenity parcel which includes a pool area, clubhouse, fitness center, and tennis courts. The clubhouse was built in 2000. The CDD consists of 446.03 acres and is located in Land O Lakes, Pasco County, Florida.

Date of Physical Inspection

The subject property was physically inspected on October 29, 2021 by Paul Gallizzi and Steven Swartz.

Study Start and Study End

This Reserve Study encompasses the 2022-2023 fiscal year plus 30 years. The Study Start Date is October 1, 2022 and the study ends on September 30, 2053.

Governing Documents

A review was made of aerials and subdivision plats for the subject property.

Depth of Study

Reserve Study Update with Field Inspection. A field inspection was made to verify the existing condition of the various reserve study components, their physical condition, and to verify component quantities. In place testing, laboratory testing, and non-destructive testing of the reserve study components were not performed. Field measurements of component quantities were made to either

verify improvement plan take offs or determine directly the quantities of various components. Photographs were taken of the site improvements.

Summary of Financial Assumptions

The below table contains a partial summary of information provided by The Groves CDD for the The Groves CDD funding study. For the purpose of this report, an annual operating budget was set to \$0, as this report focuses only on reserve items.

<i>Fiscal Calendar Year Begins</i>	<i>October 1</i>
<i>Reserve Study by Fiscal Calendar Year Starting</i>	<i>October 1, 2022</i>
<i>Funding Study Length</i>	<i>30 Years</i>
<i>Number of Assessment Paying Owners</i>	<i>765</i>
<i>Reserve Balance as of October 1, 2022¹</i>	<i>\$ 1,333,407</i>
<i>Annual Inflation Rate</i>	<i>3.00%</i>
<i>Tax Rate on Reserve Interest</i>	<i>0.00%</i>
<i>Minimum Reserve Account Balance</i>	<i>\$ 0</i>
<i>Assessment Change Period</i>	<i>1 Year</i>
<i>Annual Operating Budget</i>	<i>\$ 0</i>

¹ See "Financial Condition of District" in this report.

Recommended Payment Schedule

The below table contains the recommended schedule of payments for the next six years. The projected life expectancy of the major components and the funding needs of the reserves of the District are based upon the District performing appropriate routine and preventative maintenance for each major component. Failure to perform such maintenance can negatively impact the remaining useful life of the major components and can dramatically increase the funding needs of the reserves of the District.

Proposed Assessments

Fiscal Calendar Year	Owner Total Annual Assessment	District Annual Reserve Assessment	Proposed Reserve Balance
2022	\$ 390	\$ 298,200	\$ 1,563,620
2023	\$ 402	\$ 307,146	\$ 1,683,845
2024	\$ 414	\$ 316,360	\$ 1,925,461
2025	\$ 426	\$ 325,851	\$ 1,603,023
2026	\$ 439	\$ 335,627	\$ 1,810,672
2027	\$ 452	\$ 345,696	\$ 1,930,019

* Annual Reserve Payments have been manually modified.

Payments have been modified to smooth payments over time.

Reserve Study Assumptions

- Cost estimates and financial information are accurate and current.
- No unforeseen circumstances will cause a significant reduction of reserves.
- Sufficient comprehensive property insurance exists to protect from insurable risks.
- The District plans to continue to maintain the existing common areas and amenities.
- Reserve payments occur at the end of every calendar month.
- Expenses occur throughout the year, as services are provided.

Impact of Component Life

The projected life expectancy of the major components and the reserve funding needs of the District are closely tied. Performing the appropriate routine maintenance for each major component generally increases the component useful life, effectively moving the component expense into the future which reduces the reserve funding payments of the District. Failure to perform such maintenance can shorten the remaining useful life of the major components, bringing the replacement expense closer to the present which increases the reserve funding payments of the District. Also, some reserves items may have the phrase allowance after it. These reserve items are something that would not be fully replaced at one time, but a small portion may have to be replaced periodically.

Inflation Estimate

Inflation has been estimated at 3.00 percent over the course of the study. Although inflation has been higher over the last 1-2 years, 3.00 percent is used as average inflation amount each year over the 30-year study window.

Initial Reserves

Through September 30, 2021, there was \$1,690,807 set aside for reserves. The projected reserve balance on October 1, 2022 will be \$1,333,407, which accounts for the pool renovation project (\$500,000) and the restaurant glass enclosure (\$30,000) to be completed before the start of the next fiscal year. These numbers were obtained from the District on the official September 2021 balance sheet and the 2021-2022 budget. October 1, 2022 starts the next fiscal year. September 30, 2023 marks the end of the fiscal year.

Financial Condition of District

The pooled method with inflation reserve projections estimate \$389.80 per owner per year in fiscal year 2021-2022 and \$298,200 in total funding.

At the current time, the District is considered to be 62 percent funded. This represents a fairly- funded status. The higher the percent funded, the more likely a District is to avoid a special assessment.

The following are general measures to the health of a District based on the percent funding model:

0- 30% funded:	poorly funded
30-70% funded:	fairly funded
70-100% funded:	well funded
100+% funded:	very well funded

Special Assessments

No reserve items will require special assessments if the funding schedule is followed. However, funding less than the suggested amounts will likely result in special assessments or for the replacement of an item to be delayed.

Reserve Funding Goal

The reserve fund is set to be as close to Fully Funded as possible on an annual basis. The pooled method without inflation, shown near the end of the report, utilizes baseline funding, where reserves are set to keep a balance above \$0.

Study Method

Funding studies may be done in several ways, but we believe that the value of a funding study lies in the details. "Bulk" studies are quick, usually inexpensive, and almost always border on worthless. We believe that meaningful answers to funding studies lie in the details. This approach is pragmatic, and allows human judgment and experience to enter into the equation.

Unless noted otherwise, the present cost of every reserve item in this report has been estimated using the "National Construction Estimator", a nationally recognized standard, and modified by an area cost adjustment factor. Where possible, known costs have been used. In addition, every reserve item has been given an estimated remaining useful life, an estimated useful life when new, and has been cast into the future to determine the inflated cost.

Equal annual payments are calculated for each reserve item based upon a payment starting year and a payment ending year using the end of period payment method. Interest earned on accumulated reserve funds and taxes on the reserve interest are also calculated. Initial reserve funds are consumed as expenses occur until fully depleted, reducing annual reserve payments to a minimum. As you review this report, we are certain that you will appreciate the level of detail provided, allowing you to review each reserve item in detail.

Summary of Findings

We have estimated future projected expenses for The Groves CDD based upon preservation of existing improvements. The attached funding study is limited in scope to those expense items listed in the attached "The Groves CDD Reserve Study Expense Items". Expense items which have an expected life of more than 30 Years are not included in this reserve study unless payment for these long lived items overlaps the 30 Years reserve study envelope.

Of primary concern is the preservation of a positive funding balance with funds sufficient to meet projected expenses throughout the study life. Based upon the attached funding study, it is our professional opinion that owner monthly fees as shown in the attached "The Groves CDD Assessment Summary" will realize this goal. Some reserve items in the "Revenue Summary Table" may not contain payments. In this analysis the initial reserves were used to make annual payments for expense items in their order of occurrence until the initial reserve was consumed. As a result reserve items without payments may be expected, particularly in the first few years of the funding study. The Groves CDD represents and warrants that the information provided to us, including but not limited to that information contained in the attached Reserve Study Information Summary, that the maintenance records are complete and accurate, and that we may rely upon such information and documents without further verification or corroboration. Where the age of a particular Reserve Item (as listed in the Reserve Study) is unknown, The Groves CDD shall provide to us The Groves CDD's best-estimated age of that item. If The Groves CDD is unable to provide an estimate of a Reserve Item's age, we shall make our own estimate of age of the Reserve Item. The Reserve Study is created for the District's use, and is a reflection of information provided to us. This information is not for the purpose of performing an audit, historical records, quality or forensic analyses. Any on site inspection is not considered to be a project audit or quality inspection. The actual or projected total presented in the reserve study is based upon information provided and was not audited.

Percent Funded

Many reserve studies use the concept of "Percent Funded" to measure the reserve account balance against a theoretically perfect value. Percent Funded is often used as a measure of the "Financial Health" of a District. The assumption is, the higher the percentage, the greater the "Financial Health". We believe the basic premise of "Fully Funded" is sound, but we also believe that the validity of the Fully Funded value must be used with caution.

To answer the question, some understanding of Percent Funded is required. Fully Funded is the sum of the depreciation of all the components by year. To get the Percent Funded, divide the year end reserve balance by the Fully Funded value and multiply by 100 to get a percentage. The concept of Fully Funded is useful when the reserve study is comprehensive, but misleading when the reserve study is superficial or constrained. As a result, we recommend that the statement "Percent Funded" be used with caution.

Keeping Your Reserve Study Current

We believe that funding studies are an essential part of property management. People and property are constantly changing and evolving. As a result, the useful life of a funding study is at best a few years, and certainly not more than five years. This reserve study should be updated:

- At least once every few years
- At changes in the number of assessment paying owners
- Before starting new improvements
- Before making changes to the property
- After a flood or fire
- After the change of ownership or management
- After Annexation or Incorporation

Items Beyond the Scope of this Report

- Building or land appraisals for any purpose.
- State or local zoning ordinance violations.
- Building code violations.
- Soils conditions, soils contamination or geological stability of site.
- Engineering analysis or structural stability of site.
- Air quality, asbestos, electromagnetic radiation, formaldehyde, lead, mercury, radon, water quality or other environmental hazards.
- Invasions by pests, termites and any or all other destroying organisms, insects, birds, bats or animals to buildings or site. This study is not a pest inspection.
- Adequacy or efficiency of any system or component on site.
- Specifically excluded reserve items.
- Septic systems and septic tanks.
- Buried or concealed portions of swimming pools, pool liners, Jacuzzis and spas or similar items.
- Items concealed by signs, carpets or other things are also excluded from this study.
- Missing or omitted information supplied by the The Groves CDD for the purposes of reserve study preparation.
- Hidden improvements such as sewer lines, water lines, irrigation lines or other buried or concealed items.

Paving Notes

The Groves CDD had a large scale community paving project in late 2020. Of primary note, all streets and parking areas received a micro surfacing coat.

Micro surfacing has an expected life of about 7-10 years, or an average of about 8 years. Generally, pavement can have two cycles of micro surfacing before it is time to perform an asphalt mill and overlay. However, the District would like to take a cautious approach and plan for the next action to be an asphalt mill and overlay in about 6 years.

As the time approaches to perform the next action with the streets, we recommend the District look into the feasibility of performing another micro surfacing of the pavement.

Pond Banks Notes

Drainage ponds require routine and non-routine maintenance. Routine maintenance includes mowing debris removal and catch basin cleaning. Mowing on a regular basis enhances the aesthetics of the area as well as helping to prevent erosion. Proper mowing of the banks helps the ground cover maintain a healthy root system, which minimizes erosion. Trash, debris, and litter removal reduces obstructions to inlets and outlets allow the storm water system to function as designed. Cleaning catch basins is also considered routine maintenance. For the purpose of this reserve study, the cost of routine maintenance is not a reserve item.

Non-routine maintenance is a reserve item. Non-routine maintenance includes bank erosion and stabilization, sediment removal, and structural repairs and replacement. From time to time, some of these ponds may encounter erosion of their banks and require repairs. All ponds react differently due to original construction, slope of the bank, soil or environmental conditions, and other factors.

At The Groves, there are 17 retention ponds for stormwater drainage. These ponds are estimated to have 19,577 linear feet of shoreline area encompassing 19.69 acres. During the site inspection, we observed most shorelines in average condition. It is not likely that all of the shoreline area will erode and need to be replaced. We have estimated that approximately 5 percent of the shoreline will erode and need refurbishment over a 5 year period. An erosion control reserve for repair of ponds is necessary for the proper upkeep in the District. This number can be adjusted in future reserve planning if necessary.

Sidewalk Notes

Most of the sidewalk has an indefinite life. However, certain small sections may need maintenance or to be replaced due to settlement or minor tree roots. There is approximately 171,000 SF of sidewalk on the District grounds. The estimated replacement cost new is approximately \$1,026,000. The sidewalk will never be replaced in its entirety. Instead, it will be replaced on an as-necessary basis for small areas of sidewalk. The District has advised to set aside \$45,000 for this reserve item every 2 years.

Stormwater Drainage Notes

The Groves has a large land area comprising 755 units encompassing approximately 446.03 acres. The drainage for the community is comprised of inlets, drainage pipes, and retention ponds.

The ponds have been constructed to engineering standards that include proper slopes and shore line stabilization which includes erosion protection and approved backfill materials such as soils with a high clay content covered within 2 inches of sand.

The entire residential area including all roads and open areas have a complete drainage system. Overall, there are 142 curb inlets, 16 manholes, 12 finished end sections, 48 control structures, and 3 bubbler boxes. Also, there is 18,120 feet of reinforced concrete piping ranging in size from an 18 inch diameter to a 60 inch diameter.

The Groves Storm Water Pipes

Concrete:

Diameter	Length	Cost/LF	Amount
18"	7300'	66.00	\$481,800
24"	4580'	90.00	\$412,200
30"	2957'	114.00	\$337,098
36"	419'	138.00	\$ 57,822
48"	1135'	186.00	\$211,110
54"	1359'	210.00	\$285,390
60"	370'	234.00	\$ 86,580

Other Drainage:

Curb Inlets	142@4000 =	\$568,000
Manholes	16@2900 =	\$ 46,400
Finished End Sections	12@1800 =	\$ 21,600
Bubbler Boxes	3@4500 =	\$ 13,500
Control Structures	48@4000 =	\$192,000

Grand Total	\$2,713,500
-------------	-------------

In general, the drainage system including drainage structures and drainage pipes have a long lifespan. These improvements, however, may encounter problems from natural causes such as settlement or tree roots and man made causes such as excavations or poor original design or poor construction. It has therefore been deemed necessary to set up a reserve for repair and replacement of the District-owned drainage improvements.

For the purpose of this reserve study, it is our opinion that 2.5 percent of the original system cost should be set aside for reserves over a 5 year period, which would result in a reserve over that time of \$67,800. These reserves can also be used for deferred maintenance of the storm drainage system, as some minor problems may occur at various times. The amounts shown in this reserve study should be analyzed and adjusted in future reserve studies based upon actual District expenditures for such items.

Pool Area Notes

The pool area at The Groves will be receiving a large-scale renovation. The project is estimated to cost \$500,000. The project will include new pool pumps and equipment, new equipment housing, new pool furniture, resurfacing of the pool and spa, pool area design layout modifications, as well as other items. The District would like to plan for this type of project every 20 years. This project is expected to be complete before the start of the next fiscal year. These line items are delineated separately in the report, totaling approximately \$500,000.

Statement of Qualifications

Paul Gallizzi and Steven Swartz are professionals in the business of preparing reserve studies and insurance appraisals for community associations. We have provided detailed analysis of over 300,000 apartment, villa, townhome, and condominium units. We have prepared insurance appraisals and reserve studies for all types of community associations including high rise condominiums, mid-rise condominiums, garden-style condominiums, townhouse developments, single family homeowners associations, etc. We both hold engineering degrees from fully accredited universities. Paul Gallizzi is a State Certified General Real Estate Appraiser License Number RZ 110 and a State Certified General Contractor License Number CGC 019465. Steven Swartz is a designated Reserve Specialist, RS No.214, from the Community Associations Institute as well as a State Certified General Real Estate Appraiser License Number RZ 3479.

Conflict of Interest

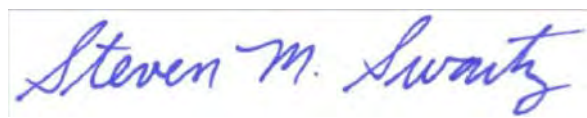
As the preparers of this reserve study, we certify that we do not have any vested interests, financial interests, or other interests that would cause a conflict of interest in the preparation of this reserve study.

We would like to thank The Groves CDD for the opportunity to be of service in the preparation of the attached Funding Study. Again, please feel free to write or call at our letterhead address, if you have any questions.

Prepared by:



Paul Gallizzi



Steven M. Swartz, RS

Enclosures:

12 Pages of Photographs Attached



Clubhouse Front



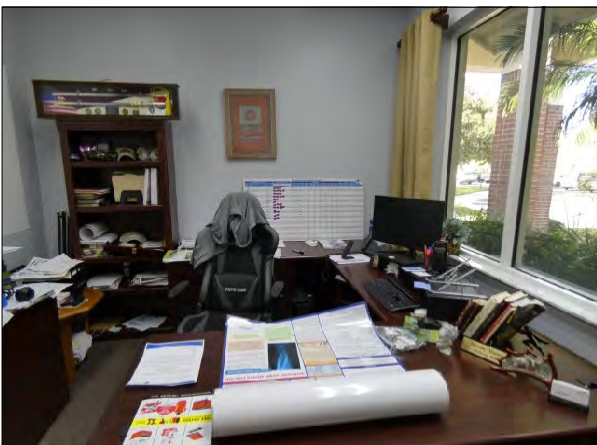
Clubhouse Rear



Clubhouse Lobby



Clubhouse Library



Clubhouse Offices



Clubhouse Crafts Room



Clubhouse Pro Shop



Clubhouse Fitness Center



Clubhouse Corridor



Clubhouse Ball Room



Clubhouse Stage



Clubhouse HVAC



Clubhouse HVAC



Refrigeration Condenser



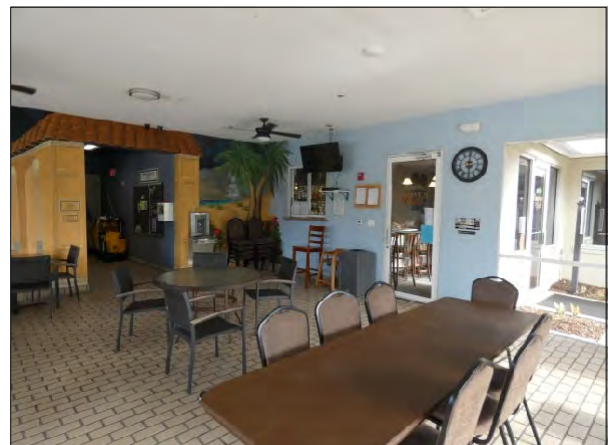
Commercial Kitchen Equipment



Water Heater



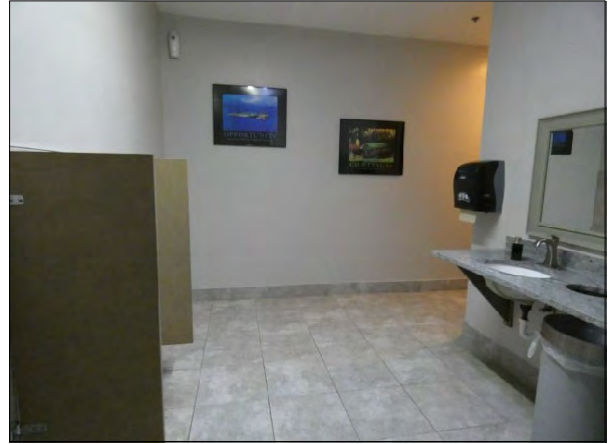
Restaurant Seating Area



Restaurant Seating Area



Restaurant Seating Area



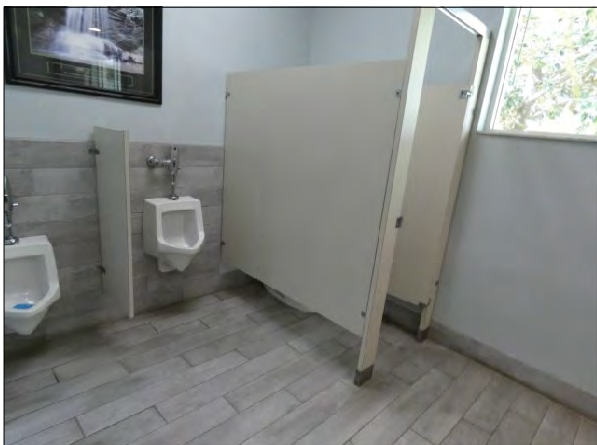
Restaurant Restrooms



Clubhouse Life Safety System



Clubhouse Security System



Fitness Area Restrooms



Clubhouse Kitchen



Clubhouse Access System



Diamonte/Pleasant Plains Entrance



Diamonte/Pleasant Plains Bar Code Scanner



Diamonte/Pleasant Plains Fencing



Festive Groves Barrier Arms



Festive Groves Bar Code Scanner



Guardhouse HVAC



Festive Groves Split Rail Fencing



Guardhouse



Guardhouse



Golf Maintenance Building



Golf Maintenance Building Doors



Golf Maintenance Carports



Golf Maintenance Fencing



Golf Maintenance Sheds



Kubota Vehicle



Trailer



Sidewalks



Ponds



Ponds



Ponds



Stormwater Drainage Curb Inlet



Stormwater Drainage Control Structure



Irrigation System



Irrigation System Controls



Irrigation Building



Pool Area



Pool Equipment



Pool Equipment Housing



Pool Surface



Spa



Pool Pavers



Pool Fencing



Pool Shade Structure



Tennis Courts



Tennis Courts Fencing



Tennis Courts Lighting



Dog Park Fencing



Bocce Courts



Shuffleboard Courts



Park Bench



Pedestrian Bridges



Pedestrian Bridges



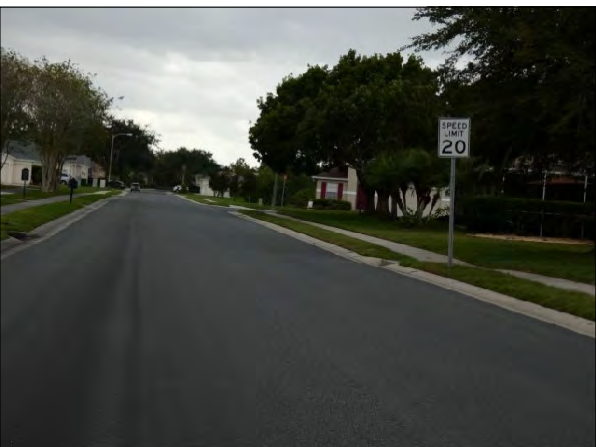
Butterfly Park Trellis Structures



Streets



Streets



Streets

Tab 7



The Groves CDD

Inspection Date:

6/22/2022 10:12 AM

Prepared by:

Kevin Riemensperger

Account Manager

STEADFAST OFFICE:
WWW.STEADFASTENV.COM
813-836-7940

Inspection Report

SITE: 4

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

The water level is high. Slender Spikerush grasses are being managed in the driving range pond, and a slight photosynthetic algae bloom will be addressed on the next scheduled maintenance activity.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	Subsurface Filamentous	Surface Filamentous
		<input checked="" type="checkbox"/> Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
Torpedo Grass	Pennywort	Babytears	Chara
Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	Other:	

SITE: Sump 10

Condition: Excellent Great ✓Good Poor Mixed Condition Improving



Comments:

What appears to be algae is actually floating Slender Spikerush grasses. These will be a continuous cyclical battle, as these consistently migrate in from the adjacent wetland zone.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	Minimal	<input checked="" type="checkbox"/> Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
Torpedo Grass	Pennywort	Babytears	Chara
Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	Other:	

Inspection Report

SITE: F-N

Condition: ☒Excellent Great Good Poor Mixed Condition Improving



Comments:

Beautiful control of grasses around beneficial Arrowhead/Duckpotato plants. No Slender Spikerush observed.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara

SITE: F-S

Condition: ☒Excellent Great Good Poor Mixed Condition Improving



Comments:

Routine maintenance and monitoring will continue here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara

Inspection Report

SITE: Sump 14

Condition: ✓Excellent Great Good Poor Mixed Condition Improving



Comments:

Minimal amount of subsurface algae noted here. Normal for a pond of this size, adjacent to a wetland.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic
<u>ALGAE:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	<input type="checkbox"/> Surface Filamentous
		<input type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Minimal	<input type="checkbox"/> Moderate
<u>NUISANCE SPECIES OBSERVED:</u>			<input type="checkbox"/> Substantial
	<input type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Chara
		<input type="checkbox"/> Other:	

SITE: 6G

Condition: Excellent Great Good Poor ✓Mixed Condition ✓Improving



Comments:

There are small amounts of Torpedograss, surface filamentous algae, Dwarf Babytears, & Slender Spikerush, but a far cry from what it used to be. Massive improvement. This pond was visited two days prior and will only continue to improve.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic
<u>ALGAE:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		<input type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	<input type="checkbox"/> N/A	<input type="checkbox"/> Minimal	<input checked="" type="checkbox"/> Moderate
<u>NUISANCE SPECIES OBSERVED:</u>			<input type="checkbox"/> Substantial
	<input checked="" type="checkbox"/> Torpedo Grass	<input checked="" type="checkbox"/> Pennywort	<input checked="" type="checkbox"/> Babytears
	<input type="checkbox"/> Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Chara
		<input type="checkbox"/> Other:	

Inspection Report

SITE: 5

Condition: Excellent Great Good Poor ✓ Mixed Condition Improving



Comments:

Hydrilla has been noted in the pond. Technicians continue to manage the invasive plant, though a swifter removal will require other methods of control. A proposal can be offered if so desired.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	Torpedo Grass	Pennywort	Babytears
<input checked="" type="checkbox"/> Hydrilla	Slender Spikerush	Other:	Chara

SITE: 7

Condition: Excellent Great ✓ Good Poor Mixed Condition Improving



Comments:

Mixture of Chara and some Slender Spikerush in some spots but otherwise fine. The Spatterdock Lilies will receive a thinning on the next visitation.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	<input checked="" type="checkbox"/> Chara
Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	Other:	

Inspection Report

SITE: 2B

Condition: Excellent Great ✓Good Poor Mixed Condition ✓Improving



Comments:

There is decaying algae here which remains from the most recent treatment. This should dissolve over the next 5-7 days.

<u>WATER:</u>	Clear	✗ Turbid	Tannic
<u>ALGAE:</u>	N/A	Subsurface Filamentous	✗ Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	✗ N/A	Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	✗ Slender Spikerush	Other: Chara

SITE: 3A, 3B

Condition: Excellent Great Good Poor ✓Mixed Condition Improving



Comments:

Remnants of previously sprayed algae dissolving throughout the pond. The technician notes it is difficult to eradicate on this pond specifically. It is most likely Lyngbya.

<u>WATER:</u>	✗ Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	Subsurface Filamentous	✗ Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	✗ N/A	Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	✗ Other: Lyngbya

MANAGEMENT SUMMARY



With the passing of the solstice, we are currently in the longest hottest part of the year, the height of Summer. As such algae and vegetation is growing as rapidly as possible. At this time of year, it will be a cyclical battle against these forces until more frequent rainfall or cooler temperatures bring relief with the onset of Fall. Our most recent treatment visit was this Monday, and evidence of our technician's treatment was apparent all throughout the community. Recently treated algae and vegetation on all ponds will begin to decay following treatment, and will disappear over the course of 7-10 days. I noticed signs of improvement on virtually every pond inspected. Particularly pond 6G and 4. The community's ponds appearance will continue to improve following this most recent treatment.

Concerns were brought up about Hydrilla potentially being in many of the community's ponds. This was Noted only in pond 5. The Hydrilla here is now visible due to the fluctuating pond levels having exposed these tracts. More than likely these concerns were raised due to Slender Spikerush (which were noted in small amounts in many ponds), a native form of submersed vegetation that while not as dangerous as Hydrilla, can look very similar and is just as annoying. Slender Spikerush grasses which are submerged underwater float to the surface of the pond, where they decay and look like "algae".

Routine treatments, as those agreed upon in the maintenance contract can manage these submersed forms of vegetation, though a swift/complete eradication is only achieved using either Triploid Carp, or Specialty Herbicides which are not kept in stock. A proposal for either can be provided if desired by the board. Otherwise treatment efforts will continue to prevent an overtaking of the ponds.

Aside from this, pond 3A seems to have developed Lyngbya, a difficult to remove form of bacterial-algae symbiote. We've recently had success treating it with a two-stage administering of peroxides to remove the bacterial layer, followed by copper treatments. We're employing this strategy on this pond in order to get the Lyngbya under control, though it takes a few treatments.

RECOMMENDATIONS

Continue to treat for algal activity to prevent local bloom events.

Treat grasses below the high water mark on the pond perimeter.

Watch out for debris items along the perimeter of the ponds.

Consider Triploid Carp or Specialty herbicide to combat Hydrilla/Slender Spikerush.

Thank you for choosing Steadfast Environmental!

MAINTENANCE AREA



THE GROVES CDD

Festive Groves Blvd, Land O' Lakes

Gate Code:



Tab 8



July Monthly Manager's Report

The Groves Golf and Country Club CDD
7924 Melogold Circle
Land O Lakes, FL 34637
Phone: 813-995-2832

Email: clubhouse@thegrovescdd.com

Clubhouse Manager: Amy Wall

Clubhouse Operations/Maintenance Updates

- 3rd quarter billing for RV park sent out.
- Planning acquisition of an eye wash station for maintenance shed.
- Tarps at tennis courts have been repaired.
- Pool and spa new signage installed.
- Limestone installed to assist with The Groves pond bank signage erosion.
- Six new umbrellas purchased for pool area. Received many compliments.
- Repaired electric issue along right hand side of wall in the Clubhouse ballroom.
- Bridge repairs continue with two new boards installation.
- Painted all door trims and borders in Clubhouse.
- Bleached rails along pool gate.
- Added pipes to back of Clubhouse which has improved water drainage.
- Cleaned white fencing along The Groves entrance.
- Fixed door closures in pool bathrooms.
- Pressure washed restaurant dumpster area.
- Pulled all weeds from front and back of pool area.
- Inspected/adjusted door closers by restaurant bathrooms.

Vendors That Made a Site Visit or Performed a Service

- Yellowstone completed remaining dog park sodding.
- Steadfast cleaned all debris left behind from rim ditch clearing work.



Rizzetta & Company

- Steadfast completed sod installation following rim ditch clearing.
- Tropicana Screens completed Lanai enclosure.
- All Temp Air Conditioning & Refrigeration installed Split AC unit in Lanai.
- KW Morrow Electric completed electrical work in Lanai for the AC install.

Equipment Safety Checks

- Pressure washer is functioning properly at this time.
- Tools have been inspected to ensure they work properly.
- Maintenance shed has been organized.

Facilities Usage - Upcoming Events

- Clubhouse rental - July 23, 2022 Baby shower.
- Golf Tournament on June 25, 2022.
- CDD – Planned 4th of July Barbeque.

Board of Supervisor's Requests & Updates

- Golf shoe cleaner requested for entrance to lanai.
- Acoustics improving tiles for enclosed Lanai.
- Water source added to Cabana.

Resident Requests

- Dog waste station on Trovita.
- Acoustics improving tiles for enclosed Lanai.
- New flooring in Ballroom. Some residents are concerned about tripping hazards in the entry way and expressed interest in something new.
- Broken fence between Wilderness Lake Preserve and The Groves at 20941 Sunsweet Court. The resident brought this to our attention and we are working with the staff at the Wilderness regarding this issue.



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Tab 9



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** August 2, 2022
- **Next General Election (Seats 1,2,3):** November 2022
 - **Seat 1** - Jimmy Allison, Patricia Penberthy
 - **Seat 2** - James Nearey, Joel Watkins
 - **Seat 3** - Richard D. Loar
- **Final Budget Meeting:** August 2, 2022

District Manager's Report

July 5, 2022

2022

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FINANCIAL SUMMARY

5/31/2022

General Fund Cash & Investment Balance: \$1,395,217

Reserve Fund Cash & Investment Balance: \$1,765,127

Debt Service Fund Investment Balance: \$98,470

Total Cash and Investment Balances: \$3,258,814

General Fund Expense Variance: (\$25,922) **Over Budget**

Reserve Fund Expense Variance: \$152,005 **Under Budget**

Total General and Reserve Fund Variance: \$126,083 Under Budget

Tab 10

Project/Maintenance Management The Groves

Task	Priority	Status	Start	Estimate Completion	% Complete	Lead	Notes
Clubhouse Facilities							
Clubhouse Drainage	Normal	In Progress	Nov 2021	June 2022	100%	OM/DE	Drainage pipes installed by staff
Get More Speakers for Stage	Normal	Pending	Mar 2022	June 2022	5%	OM	Staff reviewing options
Smoking Room Enclosure	Normal	Pending	May 2022	TBD	5%	OM/ Mr. Allison	Proposal obtained to enclose with glass sliding windows. \$19K
Pool							
Pool/Spa RFP	High	In Progress	NA	July 2022	85%	DM/DC/ Martin Aquatic	Martin Aquatic drawings and specs completed. RFP Pacage near ready.
Pool/Spa Renovation	High	In Progress	NA	Sept 2023	0%	Martin Aquatic	RFP near ready to send to potential bidders
Pool Night Swimming Certification Validation	High	In Progress	Jan 2022	August 2022	5%	DE/DM	Survey 3/30/22. Night swimming halted. Proposal to be considered.
New Storage Shed for Pool	Normal	Pending	Mar 2022	June 2022	50%	OM	Old one out. New one ordered.
Restaurant							
Lanai Remodel/Enclosure	High	In Progress	Oct 2021	June 2022		OM/ Mr. Allison	Starting June 2022. Permits obtained. Add HVAC + Electrical
Cabana Remodel	High	Unknown	Mar 2021	TBD	0%	OM/DE	Request to determine if water distribution can be added
Restaurant Back Doors	Normal	Pending	Feb 2022	TBD	5%	OM/ Mr. Allison	Yehova estimate \$10,218 to replace
Restaurant ADA Restroom Door Closure	Normal	Pending	Feb 2022	TBD	5%	OM/ Mr. Allison	Est. Cost \$2,500 if Maintenance Installs

Amend Restaurant Agreement to add Standing Utility Rate	Normal	In Progress	Mar 2022	Apr 2022	95%	Staff / DC	\$300 rate per month agreed to. Inventory to be re-done.
Irrigation Renovation							
Irrigation System Split Study	High	In Progress	Nov 2021	July 2022	10%	OM/DE	Meeting held on January 30, 2022 to get topic moving forward. July update.
Stormwater, Ponds, Rim Ditches							
Rim Ditch Clearing and Maintenance Agreement Needing Update	Normal	In Progress	Mar 2022	TBD	90%	OM	Latest work completed. Cleanup details underway.
Stormwater Facilities Report	Normal	In Progress	Dec 2022	July 2022	75%	DE	District Engineer preparing.
Policies							
Policy for Vegetation Trimming on CDD Property	Normal	In Progress	Nov 2021	June 2022	25%	DM/DC	Board awaiting draft policy.
Set Up Workshop for Facilities Use Policy	Normal	In Progress	Mar 2022	June 2022	90%	Staff/ DC	Workshop Complete, Policies under review.
Golf Maint Facility							
Golf Maint Bldg Repairs	Normal	In Progress	Nov 2021	July 2022	25%	OM/Maint	Restroom work. Work plan being developed by maintenance team.
Community Maintenance							
Flooding at Entrance- low sidewalk	Normal	In Progress	Nov 2021	TBD	10%	OM/DE	No solution in process at this time.
The Groves Rock Display	Low	In Progress	Nov 2021	Sept 2022	85%	OM/DE	Mr. Allison met with GC staff. Repair plan in place - August -September
Dog Park							

Maintenance Vehicles							
HOA Related							
New Shed Approved for HOA Placing on CDD Property	Normal	In Progress	Mar 2022	July 2022	20%	Staff/ DE	Tuff Shed ordered. Slab Est. Obtained
Resident Requests							
Social Club Activities							
Security							
Townhall Meeting	Normal	Pending	June 2022	July 2022	1%	Staff/ DE	To be considered by Board
Amenity Staff							
Contracts							
Verify Holiday Decorations by July 2022	Normal	Pending	Mar 2022	Jul 2022	0%	OM	
Accounting/ Finances							
New Rizzetta Accounting Software	Normal	Pending		July 2022	85%	Staff	Near ready to roll out.

Tab 11



Rizzetta & Company

The Groves Community Development District

**Financial Statements
(Unaudited)**

May 31, 2022

Prepared by: Rizzetta & Company, Inc.

thegrovescdd.org
rizzetta.com

The Groves Community Development District

Balance Sheet

As of 5/31/2022

(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Governmental Funds	General Fixed Asset Account Group	General Long-Term Debt Account Group
Assets						
Cash In Bank	334,045	0	0	334,045	0	0
Investments	1,061,172	0	98,470	1,159,643	0	0
Investments - Reserves	0	1,765,159	0	1,765,159	0	0
Accounts Receivable	10,666	0	808	11,474	0	0
Prepaid Expenses	0	0	0	0	0	0
Deposits	25,286	0	0	25,286	0	0
Due From Other Funds	44,177	0	725	44,901	0	0
Due From Others	0	0	0	0	0	0
Amount Available In Debt Service Funds	0	0	0	0	0	100,003
Amount To Be Provided	0	0	0	0	0	1,059,997
Fixed Assets	0	0	0	0	15,544,006	0
Total Assets	<u>1,475,346</u>	<u>1,765,159</u>	<u>100,003</u>	<u>3,340,508</u>	<u>15,544,006</u>	<u>1,160,000</u>
Liabilities						
Accounts Payable	54,645	0	0	54,645	0	0
Accrued Expenses Payable	35	0	0	35	0	0
Deferred Revenue	0	0	0	0	0	0
Deposits	3,800	0	0	3,800	0	0
Due To Other Funds	725	44,177	0	44,901	0	0
Revenue Bond Payable--Long Term	0	0	0	0	0	1,160,000
Total Liabilities	<u>59,204</u>	<u>44,177</u>	<u>0</u>	<u>103,381</u>	<u>0</u>	<u>1,160,000</u>
Fund Equity & Other Credits						
Beginning Fund Balance	1,152,218	1,560,306	95,306	2,807,830	15,544,006	0
Net Change in Fund Balance	<u>263,924</u>	<u>160,676</u>	<u>4,697</u>	<u>429,297</u>	<u>0</u>	<u>0</u>
Total Fund Equity & Other Credits	<u>1,416,142</u>	<u>1,720,982</u>	<u>100,003</u>	<u>3,237,127</u>	<u>15,544,006</u>	<u>0</u>
Total Liabilities & Fund Equity	<u>1,475,346</u>	<u>1,765,159</u>	<u>100,003</u>	<u>3,340,508</u>	<u>15,544,006</u>	<u>1,160,000</u>

See Notes to Unaudited Financial Statements

The Groves Community Development District

Statement of Revenues and Expenditures

001 - General Fund

From 10/1/2021 Through 5/31/2022

(In Whole Numbers)

	Annual Budget	YTD Budget	YTD Actual	YTD Variance	Percent Annual Budget Remaining
Revenues					
Interest Earnings					
Interest Earnings	0	0	137	137	0.00%
Special Assessments					
Tax Roll	1,099,228	1,099,228	1,099,361	133	(0.01)%
Other Miscellaneous Revenues					
Miscellaneous Revenue	32,000	21,333	15,077	(6,256)	52.88%
Total Revenues	1,131,228	1,120,561	1,114,575	(5,987)	1.47%
Expenditures					
Legislative					
Supervisors Fees	14,000	9,333	12,000	(2,667)	14.28%
Financial & Administrative					
Administrative Services	8,600	5,733	5,733	0	33.33%
District Management	37,500	25,000	25,000	0	33.33%
District Engineer	15,000	10,000	26,215	(16,215)	(74.76)%
Disclosure Report	1,000	1,000	1,000	0	0.00%
Trustees Fees	3,300	3,300	3,300	0	0.00%
Tax Collector/Property Appraiser Fees	150	150	150	0	0.00%
Financial & Revenue Collections	5,000	3,333	3,333	0	33.33%
Accounting Services	19,200	12,800	12,800	0	33.33%
Auditing Services	3,600	0	1,529	(1,529)	57.52%
Arbitrage Rebate Calculation	500	500	1,000	(500)	(100.00)%
Assessment Roll	5,000	5,000	5,000	0	0.00%
Management Contract (Amenity)	285,301	190,201	165,049	25,152	42.14%
Public Officials Liability Insurance	3,256	3,256	3,108	148	4.54%
Legal Advertising	1,500	1,000	550	450	63.30%
Miscellaneous Mailings	1,000	667	0	667	100.00%
Bank Fees	1,000	667	1,042	(375)	(4.17)%
Dues, Licenses & Fees	750	175	600	(425)	20.00%
Music License/ Monthly Service	2,000	1,333	568	765	71.60%
Liquor License	500	500	3,413	(2,913)	(582.50)%
Website Hosting, Maintenance, Backup	1,650	1,238	1,136	101	31.13%
Email Host and Website Compliance	2,100	1,400	1,400	0	33.33%
Legal Counsel					
District Counsel	25,000	16,667	32,487	(15,820)	(29.94)%

See Notes to Unaudited Financial Statements

The Groves Community Development District

Statement of Revenues and Expenditures

001 - General Fund

From 10/1/2021 Through 5/31/2022

(In Whole Numbers)

	Annual Budget	YTD Budget	YTD Actual	YTD Variance	Percent Annual Budget Remaining
Law Enforcement					
Deputy/Florida Highway Patrol	7,500	5,000	2,882	2,118	61.57%
Security Operations					
Security Monitoring Services	25,200	16,800	20,700	(3,900)	17.85%
Miscellaneous Operating Supplies	1,000	667	2,670	(2,003)	(166.99)%
Security Camera Maintenance	20,000	13,333	2,200	11,133	89.00%
Security Services and Patrols	80,000	53,333	49,236	4,097	38.45%
Security Camera Financing	8,500	5,667	692	4,975	91.85%
Electric Utility Services					
Utility Services	8,000	5,333	5,719	(386)	28.50%
Utility - Recreation Facilities	27,000	18,000	16,489	1,511	38.93%
Utility - Street Lights	27,000	18,000	17,492	508	35.21%
Gas Utility Services					
Utility - Recreation Facilities	30,000	20,000	25,038	(5,038)	16.53%
Garbage/Solid Waste Control Services					
Garbage - Recreation Facility	1,500	1,000	2,124	(1,124)	(41.61)%
Solid Waste Assessment	2,750	2,750	2,768	(18)	(0.66)%
Water-Sewer Combination Services					
Utility Services	25,000	16,667	12,611	4,056	49.55%
Stormwater Control					
Lake/Pond Bank Maintenance	15,000	10,000	26,760	(16,760)	(78.40)%
Aquatic Maintenance	17,000	11,333	10,589	744	37.71%
Stormwater System Maintenance	5,000	3,333	2,300	1,033	54.00%
Stormwater Assessment	4,500	4,500	3,684	816	18.12%
Miscellaneous Expense	1,000	667	4,000	(3,333)	(300.00)%
Other Physical Environment					
General Liability/Property/Casualty Insurance	30,200	30,200	25,953	4,247	14.06%
Entry & Walls Maintenance	2,000	1,333	500	833	75.00%
Landscape Maintenance	141,578	94,385	95,847	(1,462)	32.30%
Irrigation Repair & Maintenance	10,000	6,667	15,312	(8,646)	(53.12)%
Irrigation Pump & Well Maintenance	2,500	1,667	5,989	(4,322)	(139.56)%
Holiday Decorations	5,000	5,000	11,926	(6,926)	(138.51)%
Landscape - Mulch	20,025	13,350	15,575	(2,225)	22.22%
Landscape - Annuals	5,100	3,825	2,592	1,233	49.17%

See Notes to Unaudited Financial Statements

The Groves Community Development District

Statement of Revenues and Expenditures

001 - General Fund

From 10/1/2021 Through 5/31/2022

(In Whole Numbers)

	Annual Budget	YTD Budget	YTD Actual	YTD Variance	Percent Annual Budget Remaining
Landscape Replacement Plants, Shrubs, Trees	20,000	13,333	37,790	(24,456)	(88.94)%
Reclaimed Water - WUP Commitment	25,000	16,667	8,143	8,523	67.42%
Road & Street Facilities					
Gate Facility Maintenance	2,000	1,333	3,553	(2,220)	(77.65)%
Parking Lot Repair & Maintenance	1,500	1,000	0	1,000	100.00%
Sidewalk Repair & Maintenance	25,000	16,667	0	16,667	100.00%
Roadway Repair & Maintenance	1,000	667	0	667	100.00%
Parks & Recreation					
Maintenance & Repair	30,500	20,333	28,864	(8,530)	5.36%
Telephone, Fax, Internet	8,000	5,333	6,336	(1,003)	20.79%
Vehicle Maintenance	1,500	1,000	1,147	(147)	23.52%
Office Supplies	6,000	4,000	3,487	513	41.87%
Lighting Replacement	1,000	667	186	480	81.37%
Clubhouse - Facility Janitorial Supplies	10,000	6,667	5,928	739	40.71%
Pool/Water Park/Fountain Maintenance	12,000	8,000	11,234	(3,234)	6.38%
Athletic/Park Court/Field Repairs	5,500	3,667	919	2,747	83.28%
Pool Service Contract	20,000	13,333	12,150	1,183	39.24%
Pool Repairs	1,000	667	2,166	(1,499)	(116.55)%
Pest Control	2,500	1,667	1,312	355	47.52%
Fitness Equipment Maintenance & Repairs	1,000	667	1,324	(658)	(32.44)%
Facility A/C & Heating Maintenance & Repairs	8,000	5,333	8,684	(3,350)	(8.54)%
Furniture Repair & Replacement	2,500	1,667	4,830	(3,163)	(93.18)%
Pool Furniture Replacement	2,500	1,667	0	1,667	100.00%
Clubhouse Miscellaneous Expense	10,000	6,667	10,790	(4,123)	(7.90)%
Dog Park Maintenance	2,500	1,667	975	692	61.00%
Boardwalk & Bridge Maintenance	3,500	2,333	352	1,982	89.94%
Computer Support, Maintenance & Repairs	500	333	660	(327)	(31.99)%
Equipment Lease (Copier)	5,000	3,333	2,559	774	48.81%
Contingency					
Miscellaneous Contingency	45,000	30,000	9,200	20,800	79.55%

See Notes to Unaudited Financial Statements

The Groves Community Development District

Statement of Revenues and Expenditures

001 - General Fund

From 10/1/2021 Through 5/31/2022

(In Whole Numbers)

	Annual Budget	YTD Budget	YTD Actual	YTD Variance	Percent Annual Budget Remaining
Total Expenditures	<u>1,212,260</u>	<u>824,729</u>	<u>850,651</u>	<u>(25,922)</u>	<u>29.83%</u>
Excess of Revenues Over (Under) Expenditures	<u>(81,032)</u>	<u>295,832</u>	<u>263,924</u>	<u>(31,908)</u>	<u>425.70%</u>
Other Financing Sources (Uses)					
Carry Forward Fund Balance	81,032	81,032	0	(81,032)	100.00%
Excess of Rev./Other Sources Over (Under) Expend./Other Uses	<u>0</u>	<u>376,864</u>	<u>263,924</u>	<u>(112,940)</u>	<u>0.00%</u>
Fund Balance, Beginning of Period	0	0	1,152,218	1,152,218	0.00%
Fund Balance, End of Period	<u>0</u>	<u>376,864</u>	<u>1,416,142</u>	<u>1,039,278</u>	<u>0.00%</u>

See Notes to Unaudited Financial Statements

The Groves Community Development District

Statement of Revenues and Expenditures

Reserve Fund - 005

From 10/1/2021 Through 5/31/2022

(In Whole Numbers)

	Annual Budget	Current Period Actual	Budget to Actual Variance	Budget Percentage Remaining
Revenues				
Interest Earnings				
Interest Earnings	0	10,927	10,927	0.00%
Special Assessments				
Tax Roll	225,000	225,000	0	0.00%
Total Revenues	<u>225,000</u>	<u>235,927</u>	<u>10,927</u>	<u>4.86%</u>
Expenditures				
Contingency				
Capital Reserve	225,000	72,995	152,005	67.55%
Total Expenditures	<u>225,000</u>	<u>72,995</u>	<u>152,005</u>	<u>67.56%</u>
Excess of Revenues Over (Under) Expenditures	<u>0</u>	<u>162,932</u>	<u>162,932</u>	<u>0.00%</u>
Other Financing Sources (Uses)				
Unrealized Gain/Loss on Investments	0	(2,256)	(2,256)	0.00%
Excess of Rev./Other Sources Over (Under) Expend./Other Uses	<u>0</u>	<u>160,676</u>	<u>160,676</u>	<u>0.00%</u>
Fund Balance, Beginning of Period	0	1,560,306	1,560,306	0.00%
Fund Balance, End of Period	<u><u>0</u></u>	<u><u>1,720,982</u></u>	<u><u>1,720,982</u></u>	<u><u>0.00%</u></u>

The Groves Community Development District

Statement of Revenues and Expenditures

Debt Service Fund - Series 2007 - 201

From 10/1/2021 Through 5/31/2022

(In Whole Numbers)

	Annual Budget	Current Period Actual	Budget to Actual Variance	Budget Percentage Remaining
Revenues				
Interest Earnings				
Interest Earnings	0	61	61	0.00%
Special Assessments				
Tax Roll	158,096	158,111	16	0.00%
Total Revenues	158,096	158,172	76	0.05%
Expenditures				
Debt Service				
Interest	73,096	68,475	4,621	6.32%
Principal	85,000	85,000	0	0.00%
Total Expenditures	158,096	153,475	4,621	2.92%
Excess of Revenues Over (Under) Expenditures	0	4,697	4,697	0.00%
Excess of Rev./Other Sources Over (Under) Expend./Other Uses	0	4,697	4,697	0.00%
Fund Balance, Beginning of Period	0	95,306	95,306	0.00%
Fund Balance, End of Period	0	100,003	100,003	0.00%

The Groves CDD
Investment Summary
May 31, 2022

<u>Account</u>	<u>Investment</u>	<u>Balance as of</u> <u>May 31, 2022</u>
US Bank Custody Operating Surplus		
Principal Cash	Cash Account	\$ 225,814
The Bank of Tampa	Money Market	244,724
The Bank of Tampa ICS:		
Amalgamated Bank	Money Market	248,358
Customers Bank	Money Market	28,801
Pinnacle Bank	Money Market	65,083
Southern States Bank	Money Market	6
The Huntington National Bank	Money Market	248,386
Total General Fund Investments		\$ 1,061,172
US Bank Custody Reserve		
Principal Cash	Cash Account	\$ 1,545,576
Subtotal		1,545,576
The Bank of Tampa ICS Capital Reserve:		
Customers Bank	Money Market	219,578
Pinnacle Bank	Money Market	3
Southern States Bank	Money Market	2
Subtotal		219,583
Total Reserve Fund Investments		\$ 1,765,159
US Bank Series 2007 Reserve	First American Treasury Obligation Fund Class Z	\$ 1
US Bank Series 2007 Revenue	First American Treasury Obligation Fund Class Z	98,468
US Bank Series 2007 Prepayment	First American Treasury Obligation Fund Class Z	1
Total Debt Service Fund Investments		\$ 98,470

The Groves Community Development District

Summary A/R Ledger

001 - General Fund

From 5/1/2022 Through 5/31/2022

Invoice Date	Customer Name	Invoice Number	Current Balance
10/1/2021	Pasco County Tax Collector	FY21-22	6,765.95
5/31/2022	The Groves Golf & Country Club HOA, Inc.	HOA-Copies-2022-05	99.04
5/31/2022	The Groves Golf & Country Club HOA, Inc.	HOA-Electric-202-05	1,116.28
5/31/2022	The Groves Golf & Country Club HOA, Inc.	HOA-Reclaim-2022-05	2,336.37
5/31/2022	The Groves Golf & Country Club HOA, Inc.	HOA-Spectrum-2022-05	348.25
		Total 001 - General Fund	10,665.89

The Groves Community Development District

Summary A/R Ledger

201 - Debt Service Fund - Series 2007

From 5/1/2022 Through 5/31/2022

Invoice Date	Customer Name	Invoice Number	Current Balance
10/1/2021	Pasco County Tax Collector	FY21-22	807.76
		Total 201 - Debt Service Fund - Series 2007	807.76
Report Balance			11,473.65

The Groves Community Development District

Aged Payables by Invoice Date

Aging Date - 3/1/2022

001 - General Fund

From 5/1/2022 Through 5/31/2022

Vendor Name	Invoice Date	Invoice Number	Invoice Description	Current Balance
Protegis, LLC	3/4/2022	8843283	Extinguisher - Annual Inspection 03/22	418.90
Central Termite & Pest Control Inc.	4/8/2022	88657	Pest Control Monthly 05/22	52.00
Central Termite & Pest Control Inc.	4/8/2022	88894	Pest Control Monthly Rodent 05/22	50.00
Central Termite & Pest Control Inc.	4/8/2022	89201	Pest Control Quarterly 04/22	48.00
Johnson, Mirmiran & Thompson, Inc.	4/24/2022	16-193072	Engineering Services 05/22	1,170.00
Wilkes Air Conditioning LLC	4/28/2022	1499	A/C Maintenance 04/22	150.00
Steadfast Environmental, LLC	5/1/2022	SE-20938	Aquatic Maintenance 05/22	1,443.00
ESS Global Corporation	5/9/2022	5922	Security Services 04/25/22-05/01/22	1,617.00
Times Publishing Company	5/22/2022	0000225002 05/22/22	Acct 109332 Legal Advertising 05/22	175.50
Wilbur H. Boutin Jr	5/26/2022	BB052622	Board Of Supervisors Meeting 05/26/22	200.00
Steadfast Environmental, LLC	5/26/2022	SE-21026	Remove Vegetation 05/22	7,130.00
Steadfast Environmental, LLC	5/26/2022	SE-21027	Remove Vegetation 05/22	5,890.00
Steadfast Environmental, LLC	5/26/2022	SE-21028	Remove Vegetation 05/22	650.00
Steadfast Environmental, LLC	5/26/2022	SE-21029	Remove Debris - Ditch 05/22	3,800.00
James P Nearey	5/26/2022	JN052622	Board Of Supervisors Meeting 05/26/22	200.00
Jimmy Allison	5/26/2022	JA052622	Board Of Supervisors Meeting 05/26/22	200.00
Christina Cunningham	5/26/2022	CC052622	Board Of Supervisors Meeting 05/26/22	200.00
Richard Loar	5/26/2022	RL052622	Board Of Supervisors Meeting 05/26/22	200.00
Rizzetta & Company, Inc.	5/27/2022	INV0000068902	Personnel Reimbursement 05/27/22	7,961.90
Miguel Velasquez	5/27/2022	052522 Velasquez	Rental Deposit Refund 05/22	100.00
Securiteam, Inc.	5/27/2022	12175050422	Back Gate & Locker Room 05/22	349.50
ESS Global Corporation	5/29/2022	52922	Security Services 05/23/22-05/29/22	1,617.00
Rizzetta & Company, Inc.	5/31/2022	INV0000068967	Out of Pocket Expenses 05/22	135.56
All Temp Air Conditioning & Refrigeration	5/31/2022	21201-EE	A/C Maintenance 05/22	5,233.64
Steve Gaskins Contracting, Inc.	6/1/2022	0000981	Off Duty Deputy & Scheduler Fee 05/22	524.00
Straley Robin Vericker	6/1/2022	21567	Legal Services 05/22	3,087.95
Pasco County	6/3/2022	16680830	7324 Melogold Cir 05/22	1,276.75
Pasco County	6/3/2022	16680832	7320 Land O Lakes Blvd 05/22	182.35
Pasco County	6/3/2022	16680833	0 Festive Groves Blvd 05/22	30.50
Pasco County	6/3/2022	16681597	7924 Melogold Cir - Reclaimed 05/22	3,504.55
Withlacoochee River Electric Cooperative, Inc	6/6/2022	Summary Elec 05/22	Summary Electric 05/22	7,047.03
Total 001 - General Fund				54,645.13

**The Groves Community Development District
Notes to Unaudited Financial Statements
May 31, 2022**

Balance Sheet

1. Trust statement activity has been recorded through 05/31/22.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.
3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

Summary A/R Ledger – Payment Terms

4. Payment terms for landowner assessments are (a) defined in the FY21-22 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.

Tab 12



Quarterly Compliance Audit Report

The Groves

Date: June 2022 - 2nd Quarter

Prepared for: Scott Brizendine

Developer: Rizzetta

Insurance agency:



Preparer:

Jason Morgan - *Campus Suite Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

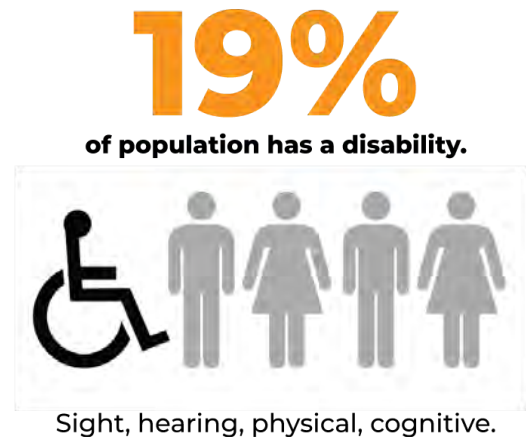
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

Tab 13

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 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.

**THE GROVES
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of The Groves Community Development District was held on Tuesday, June 7, 2022, at 6:31 p.m., at The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, FL 33637.

Present and constituting a quorum:

Bill Boutin	Board Supervisor, Chairman
Richard Loar	Board Supervisor, Vice Chairman
Jimmy Allison	Board Supervisor, Assistant Secretary
Christina Cunningham	Board Supervisor, Assistant Secretary
James Nearey	Board Supervisor, Assistant Secretary

Also present were:

Gregory Cox	District Manager, Rizzetta & Co, Inc.
Dana Collier	District Counsel, Straley, Robin & Vericker
Amy Wall	Operations Manager

Audience Members	Present
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FIRST ORDER OF BUSINESS

Call to Order

The meeting was called to order at 6:31 p.m. and all five Supervisors were present in person.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

All present at the meeting joined in the Pledge of Allegiance.

THIRD ORDER OF BUSINESS

Audience Comments

The Chairman made a presentation of a Certificate of Appreciation to Ms. Karen Duran for all her efforts in beautifying the Butterfly Park.

The Chairman provided an update of the plans to hold a future townhall meeting for the purpose of presenting information to the residents regarding the proposals for security services for the Community. He explained that the planned survey on this

subject of security services would follow the townhall presentations. He explained that the date and time for the townhall meeting is still to be determined.

The Board received audience comments on a number of topics to include: the need for a clubhouse maintenance report; landscape issues related to common areas next to residential property, weeds along roadways, fire ants, and excessive mulch in some areas; the need to replace Palm trees that have died; a request for the trimming of Brazilian Pepper Trees; a request for additional annuals at locations in the Community; concern regarding growth of vegetation in a wetland area behind homes on Trovita; concern for Palm Trees that have been hurricane style trimmed.

On a motion from Mr. Loar, seconded by Mr. Nearey, the Board unanimously approved to receive photos of trimmed Palms, for The Groves CDD.

FOURTH ORDER OF BUSINESS

Consideration of Commercial Acoustics Proposal for Clubhouse Acoustic Panels

The Board discussed and agreed to table the consideration of proposals from Commercial Acoustics, for acoustic tiles installation in the Clubhouse, until additional information can be obtained and evaluated.

On a motion from Mr. Loar, seconded by Mr. Allison, the Board unanimously approved to table a Commercial Acoustics proposal for acoustic tiles installation in the card room and restaurant area, for The Groves CDD.

FIFTH ORDER OF BUSINESS

Consideration of Proposal for Night Swimming Lighting Design & Install

Mr. Cox explained a proposal from Aram Ebben, with EXP, for the installation of lighting for night swimming certification. Mr. Cox explained that the cost was not expected to exceed \$9,000. The Board tabled the topic and requested staff to determine if the vendor had completed a design for them to review and also to seek other vendors that might be able to complete the install.

SIXTH ORDER OF BUSINESS

Consideration of Pump House Preventative Maintenance Proposals

The Board considered proposals from ProPump & Controls, Inc. for quarterly preventive maintenance on the pump station equipment. The options were for 3 inspections per year or 4. The expense for the service would be split equally with The Groves HOA.

On a motion from Mr. Loar, seconded by Mr. Allison, the Board unanimously approved a proposal from ProPump & Controls, Inc., for 4 pump station preventive maintenance inspections annually at the annual rate of \$2,250, for The Groves CDD.

The Chairman provided an update of the efforts recently completed for the CDD staff to be trained on the existing irrigation software in the Community and explained that this should greatly improve irrigation issues moving forward.

SEVENTH ORDER OF BUSINESS

Consideration Proposals for Lanai Split AC System

The Board reviewed proposals from Wilkes AC (\$8,800) and All Temp Air Conditioning (\$6,973.35) for the installation of a split system air conditioning system in the renovated clubhouse lanai. They also reviewed the proposals for the required electrical work from Mr. Electric (\$2,166) and KW Morrow Electric, Inc (\$1,500).

On a motion from Mr. Allison, seconded by Mr. Loar, the Board unanimously approved the proposal from All Temp Air Conditioning & Refrigeration, LLC for the installation of a 16 Seer split system AC unit in the clubhouse lanai for \$6,973.35 and approved a proposal from KW Morrow Electric, Inc. for \$1,500 to install the electrical requirements, for The Groves CDD.

EIGHTH ORDER OF BUSINESS

Consideration of A Total Solution Inc Proposal

The Board considered a proposal from A Total Solution, Inc. for fire system monitoring and fire safety equipment inspections. Mr. Cox explained that the proposed annual rate of \$2,001.25 would be reduced with the removal of several items in the proposal related to restaurant hood inspections and one fire extinguisher. He noted that the annual rate would be \$1,619.25 with those changes.

On a motion from Mr. Loar, seconded by Mr. Nearey, the Board unanimously approved the revised agreement with A Total Solution, Inc., along with a District Counsel provided addendum, for The Groves CDD.

The Board members requested staff to research the history of inspections of backflow preventors in the Community.

NINTH ORDER OF BUSINESS

Consideration of Facility Use Policy

Mr. Cox explained that the revision of the policy for facility use and its related rates was still to be completed. Ms. Collier explained that due to the changes proposed to the rates listed in the policy, a public hearing would be required to allow the public to comment on those changes. The Chairman requested that Mr. Loar work with staff to assist with the completion of the revisions.

TENTH ORDER OF BUSINESS**Staff Reports**

A. District Counsel

The Board received a District Counsel update from Ms. Collier. She discussed actions taken by staff to contact the County and SWFWMD regarding the on-going work at the construction site adjacent to the main gate entrance road (Culvers Restaurant construction). The discussion centered on the issue of a cut made into the berm which allowed excessive water and debris to enter onto CDD property. It was also noted that a tree was removed and concern over its replacement.

Ms. Collier also provided information regarding what a security service was permitted to request from visitors to the community and what information from a driver's license was allowed to be scanned/copied. The Board requested that staff research to determine if camera information gathered by the security vendor was considered a CDD public record. Ms. Cunningham requested a copy of the current post orders.

B. District Engineer

For the District Engineer report, Mr. Cox explained that Mr. Brletic had been assisting with the notification to SWFWMD of the issues at the Culvers construction site as it impacted the CDD property.

C. Aquatics Report - Steadfast

The Board reviewed the Waterway & Canal reports provided by Steadfast Environmental.

Mr. Cox noted that he and Ms. Wall was working with representatives of Steadfast regarding a final cleanup of the rim ditch areas recently cleared. He noted that one area would have sod added to help prevent erosion and another cleared area would be re-seeded.

Mr. Allison expressed his concern regarding the amount of Hydrilla he has observed and requested staff to communicate this concern to Steadfast.

The Board also discussed the possibility of having Carp installed to assist with Hydrilla control.

D. Client Relations Update

For the Client Relations update, Mr. Cox explained that the awaited accounting software "go live" date was now set for July 6, 2022.

E. Operations Manager

The Board received a Clubhouse Manager update from Ms. Wall. She reviewed a number of items listed in her report and responded to Board questions. Ms. Cunningham requested that all companies performing work on-site be accompanied by a member of the staff who should prepare a report of the work completed and that all regular contracted maintenance service

providers provide a report to be included in the Clubhouse Manager's report for the Board's review.

F. District Manager

The Board received a District Manager update from Mr. Cox.

He reminded the Board that the July 5, 2022 Board meeting would be held at 6:30 p.m.

He reviewed the April 2022 financials information and reviewed the Project Management Plan information.

Mr. Cox also reminded the Board that Seats 1, 2, and 3 were up for General Election in November of this year and that the official qualification period was from noon June 13 to noon June 17, 2022.

Mr. Cox presented a review of the FY 2020-2021 Final Audit Report with the Board.

On a motion from Mr. Allison, seconded by Mr. Nearey, the Board unanimously approved to accept and file the FY 2020-2021 Audit Report, for The Groves CDD.

ELEVENTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Meeting held on May 3, 2022

The Board reviewed the minutes of the Board of Supervisors May 3, 2022 meeting.

On a motion from Mr. Loar, seconded by Ms. Cunningham, the Board unanimously approved the minutes of the May 3, 2022, Board of Supervisors meeting, for The Groves CDD.

TWELFTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Continued Meeting held on May 26, 2022

The Board reviewed and amended the minutes of the Board of Supervisors May 26, 2022 meeting.

On a motion from Mr. Loar, seconded by Mr. Allison, the Board unanimously approved the minutes of the May 26, 2022, Board of Supervisors meeting, as amended, for The Groves CDD.

THIRTEENTH ORDER OF BUSINESS**Consideration of the Revised Minutes
of the Board of Supervisors' Meeting
held on September 7, 2021**

The Board reviewed the revised minutes of the Board of Supervisors September 7, 2021 meeting.

On a motion from Mr. Loar, seconded by Mr. Nearey, the Board unanimously approved the revised minutes of the September 7, 2021, for The Groves CDD.

FOURTEENTH ORDER OF BUSINESS**Consideration of Operations and
Maintenance Expenditures for April
2022**

The Board reviewed the Operations and Expenditures Report for April 2022 totaling \$140, 401.40.

Ms. Cunningham brought information on the Spectrum invoices regarding HOA payments to the Board's attention. She also requested that staff provide additional information regarding the Intersync invoice and regarding the end of contract date for this service.

On a motion from Mr. Loar, seconded by Ms. Cunningham, the Board unanimously approved to receive and file the Operations and Expenditures Report for April 2022, for The Groves CDD.

FIFTEENTH ORDER OF BUSINESS**Supervisor Requests**

During Supervisor Requests agenda item, Mr. Loar suggested that the Board consider having an irrigation technician on staff and remove the task from the landscape contractor. He requested the topic be added to the next meeting agenda.

Ms. Cunningham requested staff to determine if reports related to invoice payments made to the CDD, that were previously available, can be generated again.

Mr. Boutin requested that the newly revised Reserve Study be added to the next meeting agenda for Board review and discussion.

Mr. Boutin informed the Board that he would like the meeting continued to June 22, 2022 at 1:00 p.m. to allow for Martin Aquatic Design to present pool renovation update information to the Board.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On a motion from Mr. Boutin, seconded by Mr. Nearey, the Board unanimously approved to continue the meeting to June 22, 2022, at 1:00 p.m., at the same location, for The Groves CDD.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 14

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 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.

**THE GROVES
COMMUNITY DEVELOPMENT DISTRICT**

The continued meeting of the Board of Supervisors of The Groves Community Development District was held on Wednesday, June 22, 2022, at 1:05 p.m., at The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, FL 33637.

Present and constituting a quorum:

Bill Boutin	Board Supervisor, Chairman
Richard Loar	Board Supervisor, Vice Chairman
Jimmy Allison	Board Supervisor, Assistant Secretary
Christina Cunningham	Board Supervisor, Assistant Secretary
James Nearey	Board Supervisor, Assistant Secretary (via conference call)

Also present were:

Gregory Cox	District Manager, Rizzetta & Co, Inc.
Dana Collier	District Counsel, Straley, Robin & Vericker
Amy Wall	Operations Manager
Stephen Brletic	DE, JMT Engineering Services
Ken Martin	Martin Aquatics & Design

Audience Members	Present
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FIRST ORDER OF BUSINESS

Call to Order

The continued meeting was opened at 1:05 p.m. and all Board members were present with Mr. Nearey attending by telephone conference call.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

All present at the meeting joined in the Pledge of Allegiance.

THIRD ORDER OF BUSINESS

Audience Comments

The Board received no audience comments from those attending the meeting.

FOURTH ORDER OF BUSINESS

**Presentation of Pool Renovation
Project by Martin Design**

The Board received a presentation regarding the plans to issue a Request for Proposals (RFP) for the pool renovation project from Mr. Ken Martin, with Martin Aquatic Design & Engineering.

Mr. Martin reviewed the drawings for the planned project and the technical specifications prepared for the potential contractor. Mr. Martin discussed the items that would be accomplished as a result of the project to include the pool resurfacing, tile replacement, depth markings re-done, new signage, new pool pumps and water storage tanks, and other items in the pool area.

The Board members submitted questions and requests for changes and additions to Mr. Martin.

These topics included the need for leveling of the pool pavers; heat resistant railings on the steps; the need to request an exemption from the requirement for a chair lift for the spa; the location of the planned drinking fountain in relationship to the planned shower; the need to identify the location of current gas lines; the plans to install a new equipment area shade and the possible replacement of the current shade; the treatment of ants under the pavers; the ability to monitor chemical controllers via wi-fi; a decision to replace gas heaters with heat pumps; and the estimated duration of the project.

Mr. Martin and the Board members discussed the tentative timing of the RFP package preparation, the scoring of proposals presented to the Board, the planned oversight of the project while underway by Martin Aquatic Design & Engineering personnel through planned visits; and the contract to be developed by District Counsel.

Mr. Martin and the Board responded to questions from the audience members in attendance regarding the project and the presentation.

FIFTH ORDER OF BUSINESS

Adjournment

<p>On a motion from Mr. Loar, seconded by Ms. Cunningham, the Board unanimously approved to adjourn the meeting at 2:52 p.m., for The Groves CDD</p>
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Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 15

THE GROVES COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel · Florida · 813-994-1001

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.thegrovescdd.org

Operation and Maintenance Expenditures

May 2022

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2022 through May 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$140,529.56**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

The Groves Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2022 Through May 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Brighthouse Networks	20220531-4	46594101051022	7924 Melogold Circle-Golf & Club 05/22	\$ 166.95
Brighthouse Networks	20220524-6	51389101042322	7924 Melogold Cir Back Gate 05/22	\$ 123.11
Brighthouse Networks	ACH20220525-5	88099301041922	Internet for Master Business Accts 05/22	\$ 294.28
Brighthouse Networks	20220524-7	88099301051922	Internet for Master Business Accts 05/22	\$ 294.28
Brighthouse Networks	20220510-1	91844201042422	7924 Melogold Cir 05/22	\$ 134.22
Broadcast Music, Inc.	8214	42879599	Music Lic Discount 05/01/22-04/30/23	\$ 567.90
Central Termite & Pest Control Inc.	8203	89285	Pest Control Monthly 04/22	\$ 52.00
Central Termite & Pest Control Inc.	8203	89478	Pest Control Monthly Rodent 04/22	\$ 50.00
Christina Cunningham	8191	CC050322	Board Of Supervisors Meeting 05/03/22	\$ 200.00
City of Clearwater	8204	4156233	7924 Melogold Circle 05/22	\$ 100.40
Clean Sweep Supply Co., Inc.	8180	3588	Janitorial Supplies 04/22	\$ 168.85

The Groves Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2022 Through May 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Clean Sweep Supply Co., Inc.	8205	3710	Janitorial Supplies 05/22	\$ 269.03
Clean Sweep Supply Co., Inc.	8215	3781	Janitorial Supplies 05/22	\$ 31.00
Clean Sweep Supply Co., Inc.	8221	3853	Janitorial Supplies 05/22	\$ 373.50
ESS Global Corporation	8181	42522	Security Services 04/18/22-04/24/22	\$ 1,597.75
ESS Global Corporation	8216	51622	Security Services 05/09/22-05/15/22	\$ 1,617.00
ESS Global Corporation	8222	52322	Security Services 05/16/22-05/22/22	\$ 1,617.00
ESS Global Corporation	8192	5322	Security Services 04/25/22-05/01/22	\$ 1,617.00
EXP U.S. Services Ince	8207	114614	Engineering Services-Pool Project 05/22	\$ 134.44
Fitness Logic, Inc.	8193	106914	Fitness Equipment Maintenance 05/22	\$ 160.05
Florida Department of Health in Pasco County	8217	51-BID-5873289	Swimming Pool Permit 05/22	\$ 280.00
Florida Department of Health in Pasco County	8217	51-BID-5873549	Spa Permit 05/21	\$ 145.00

The Groves Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2022 Through May 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Florida Department of Revenue	8208	61-8017755714 04/22	Sales & Use Tax 04/22	\$ 246.55
Grau and Associates	8209	22274	Audit Services FY 09/30/21	\$ 1,500.00
Gray Robinson Atty.	8210	11075902	Alcohol Compliance 04/22	\$ 186.00
James P Nearey	8196	JN050322	Board Of Supervisors Meeting 05/03/22	\$ 200.00
Jimmy Allison	8189	JA050322	Board Of Supervisors Meeting 05/03/22	\$ 200.00
Johnson, Mirmiran & Thompson, Inc.	8211	15-191721	Engineering Services 04/22	\$ 2,047.50
Martin Aquatic Design & Engineering	8195	4713	Engineering Design – Pool Project 05/22	\$ 11,750.00
McNatt Plumbing Company, Inc.	8182	11130039	Unclog Kitchen Sink 12/21	\$ 1,655.06
Mike Fasano, Pasco County Tax Collector	8223	JVRR86 06/22	Golf Cart Registration Renewal 05/22	\$ 23.45
Pasco County	8197	16488745	7924 Melogold Circle Hydrant 04/22	\$ 25.48
Pasco County	8197	16545263	7324 Melogold Cir 04/22	\$ 1,340.00

The Groves Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2022 Through May 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Pasco County	8197	16545266	0 Festive Groves Blvd 04/22	\$ 38.77
Pasco County	8197	16545267	7320 Land O Lakes Blvd 04/22	\$ 144.40
Pasco County	8197	16546031	7924 Melogold Cir - Reclaimed 04/22	\$ 2,427.60
Pasco County	8224	16631132	7924 Melogold Circle Hydrant 05/22	\$ 25.48
Pasco County Property Appraiser	8198	42922	Non-Ad Valorem Annual Fee FY21/22	\$ 150.00
Proteus Pool Services LLC	8183	Grovo15rev1	Pool Maintenance Contract 04/22	\$ 1,502.53
Proteus Pool Services LLC	8225	Grovo16	Pool Maintenance Contract 05/22	\$ 1,632.53
Richard Loar	8194	RL050322	Board Of Supervisors Meeting 05/03/22	\$ 200.00
Rizzetta & Company, Inc.	8184	INV0000067897	District Management Fees 05/22	\$ 6,033.34
Rizzetta & Company, Inc.	8199	INV0000068075	Personnel Reimbursement 04/29/22	\$ 7,877.84
Rizzetta & Company, Inc.	8212	INV0000068126	Out of Pocket Expenses 04/22	\$ 167.11

The Groves Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2022 Through May 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Rizzetta & Company, Inc.	8218	INV0000068153	General Management & Oversight 05/22	\$ 9,469.33
Securiteam, Inc.	8185	12134041422	Service Call- Install Software 04/22	\$ 275.00
Securiteam, Inc.	8185	12142041822	Service Call-Network Offline 04/22	\$ 150.00
Spectrum	20220524-8	0034594836-01 04/22	7924 Melogold Circle- Ballroom 04/22	\$ 6.60
Spectrum	20220524-9	0034594836-01 05/22	7924 Melogold Circle- Ballroom 05/22	\$ 6.60
Steve Gaskins Contracting, Inc.	8200	915	Off Duty Deputy & Scheduler Fee 04/22	\$ 262.00
Straley Robin Vericker	8219	21433	Legal Services 04/22	\$ 5,882.50
Stutzman Brothers Property Maintenance, Inc.	8201	15433	Tree Trimming - Dog Park 02/22	\$ 1,400.00
Stutzman Brothers Property Maintenance, Inc.	8213	16351	Palm Tree Removal 05/22	\$ 300.00
The Groves CDD	CD410	CD410	Debit Card Replenishment	\$ 2,880.06
The Groves CDD	CD411	CD411	Debit Card Replenishment	\$ 1,348.75

The Groves Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2022 Through May 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Toshiba Financial Services	8186	31496064	Copier Maintenance/Color Images 04/22	\$ 327.80
Toshiba Financial Services	8226	31681551	Copier Maintenance/Color Images 05/22	\$ 377.67
Tropicana Screen & Glass, Inc.	8228	053122D	Clubhouse Screens to Glass 05/22	\$ 18,000.00
Tropicana Screen & Glass, Inc.	8228	053122I	Clubhouse Screens to Glass 05/22	\$ 7,000.00
Vicious Art Studios	8187	1100-50	Service Call - LED Sign 12/21	\$ 569.00
Waste Management Inc. of Florida	8188	0744706-1568-8	Waste Disposal Services 05/22	\$ 246.24
Wilbur H. Boutin Jr	8190	BB050322	Board Of Supervisors Meeting 05/03/22	\$ 200.00
Wilkes Air Conditioning LLC	8202	1501	A/C Maintenance 04/22	\$ 360.00
Withlacoochee River Electric Cooperative, Inc	ACH20220517	Summary Elec 04/22	Summary Electric 04/22	\$ 6,436.25
Yellowstone Landscape	8220	TM 356748	Monthly Landscape Maintenance 05/22	\$ 11,798.17
Yellowstone Landscape	8220	TM 366996	Install Sod-Dog Park 05/22	\$ 7,427.19

The Groves Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2022 Through May 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Yellowstone Landscape	8220	TM 369835	Install Mulch 05/22	\$ 15,575.00
Yellowstone Landscape	8227	TM 369836	Intall Winter Annuals 05/22	<u>\$ 864.00</u>
Report Total				<u><u>\$ 140,529.56</u></u>