



Rizzetta & Company

# **The Groves Community Development District**

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## **Board of Supervisors' Meeting July 9, 2019**

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

**[www.thegrovescdd.org](http://www.thegrovescdd.org)**

# **THE GROVES COMMUNITY DEVELOPMENT DISTRICT**

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

<b>Board of Supervisors</b>	Steve Simon Bill Boutin Vacant Richard Loar Donald Cooley	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Angel Montagna	Rizzetta & Company, Inc.
<b>District Counsel</b>	John Vericker	Straley Robin & Vericker
<b>District Engineer</b>	Katie Vander Meade	Landmark Engineering & Surveying Corp.

**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](http://WWW.THEGROVESCDD.ORG)

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July 1, 2019

**Board of Supervisors**  
**The Groves Community**  
**Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of The Groves Community Development District will be held on **Tuesday, July 9, 2019 at 10:00 a.m.** at The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, Florida 34637. The following is the agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS**
- 4. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors' Meeting held on June 4, 2019.....Tab 1
  - B. Consideration of Operation & Maintenance Expenditures for May 2019.....Tab 2
- 5. BUSINESS ITEMS**
  - A. Presentation of Aquatics Report.....Tab 3
  - B. Consideration of Vertex's Aeration Proposal (previously tabled).....Tab 4
  - C. Consideration of Proposals for Enhancements at Gate Entrance (previously tabled).....Tab 5
  - D. Consideration of Proposals for ADA Website Compliance.....Tab 6
  - E. Consideration of Resumes for Vacant Board Seat.....Tab 7
  - F. Public Hearing on Fiscal Year 2019/2020 Final Budget.....Tab 8
    1. Consideration of Resolution 2019-05, Adopting Fiscal Year 2019/2020 Final Budget.....Tab 9
  - G. Public Hearing on Fiscal Year 2019/2020 Special Assessments..Tab 10
    1. Consideration of Resolution 2019-06, Imposing Special Assessments and Certifying an Assessment Roll.....Tab 11
  - H. Consideration of Resolution 2019-07, Setting the Meeting Schedule for Fiscal Year 2019/2020.....Tab 12
  - I. Discussion Regarding Proposed Revision to Ballroom Agreement
- 6. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C.
    1. Consideration of Proposals for Erosion Repairs (under separate cover)
  - D. Clubhouse Manager
    1. Review of Monthly Report.....Tab 13
  - E. District Manager
    1. Presentation of Audit for Fiscal Year Ended 9-30-18.....Tab 14

- 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,  
**Angel Montagna**  
District Manager

## Tab 1

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 4, 2019 at 6:30 p.m.** at The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, Florida 34637.

Present and constituting a quorum:

Steve Simon	<b>Board Supervisor, Chairman</b>
Bill Boutin	<b>Board Supervisor, Vice Chairman</b>
Wayne Coe	<b>Board Supervisor, Assistant Secretary</b>
Richard Loar	<b>Board Supervisor, Assistant Secretary</b>
Donald Cooley	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Angel Montagna	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
John Vericker	<b>District Counsel, Straley, Robin &amp; Vericker</b>
Katie Vender Meade	<b>District Engineer, Landmark Engineering</b>
Stephen Fowler	<b>Operations Manager</b>
Brett Perez	<b>Representative, Yellowstone Landscaping</b>
Nelson	<b>Representative, Yellowstone Landscaping</b>

Audience: **Present**

**FIRST ORDER OF BUSINESS**

**Call to Order and Pledge of Allegiance**

Mr. Simon called the meeting to order and Ms. Montagna performed roll call, confirming that a quorum was present.

Mr. Simon led all those present in reciting the Pledge of Allegiance.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Mr. Simon asked if there were any audience comments. Audience comments were entertained regarding pond spraying, smoking at the pool, and memorial bricks in the dog park

Brett Perez from Yellowstone Landscaping spoke regarding trimming of the Palm trees. He distributed some pictures. Attached as (Exhibit "A").

On a Motion by Mr. Loar, seconded by Mr. Boutin, followed by a vote of all in favor, the Board of Supervisors received Brett Perez's pictures for the files for The Groves Community Development District.

Mr. Perez gave an update regarding the landscape maintenance. Attached as (Exhibit "B"). The Board decided to table the proposals until their next meeting.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of the Board of Supervisors' Meeting held on May 7, 2019**

Mr. Simon presented the minutes of the Board of Supervisors' meeting held on May 7, 2019. There were changes requested to lines 57, 60, 100, and 135.

On a Motion by Mr. Boutin, seconded by Mr. Loar, followed by a vote of all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on May 7, 2019 as amended for The Groves Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Operations and Maintenance Expenditures for April 2019**

Mr. Simon presented the Operation and Maintenance Expenditures for April 2019 to the Board. Ms. Montagna read the O&M amount to be \$72,303.44.

On a Motion by Mr. Boutin, seconded by Mr. Loar, followed by a vote of all in favor, the Board of Supervisors received and filed the Operation and Maintenance Expenditures for April 2019 (\$72,303.44) for The Groves Community Development District.

**FIFTH ORDER OF BUSINESS**

**Presentation of Aquatics Report**

Ms. Montagna presented the Aquatics Report dated May 17, 2019. A discussion ensued. The Board would like a representative from Aquatic Systems to attend a few meetings.

**SIXTH ORDER OF BUSINESS**

**Consideration of Vertex's Aeration Proposal**

Ms. Montagna presented the proposal form Vertex for aeration that the Board had previously tabled. The Board tabled this item until Chris Byrne can attend the meeting to review the proposal and answer their questions.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Proposals for Enhancements at Gate Entrance**

Mr. Perez presented a rendering for enhancements at the gate. Attached as (Exhibit "C"). The Board tabled this item.

**EIGHTH ORDER OF BUSINESS****Consideration of Proposals for ADA Website Compliance**

Ms. Montagna presented the proposals for ADA Website Compliance. The proposals from ADA Compliance was presented under separate cover. Attached as (Exhibit "D"). The Board tabled the proposals for ADA Website Compliance as they are waiting on another proposal.

**NINTH ORDER OF BUSINESS****Presentation of Reserve Study**

Ms. Montagna presented and reviewed the District's Reserve Study. A discussion ensued. The Board requested that the Reserve Study be updated with current numbers. The Board feels that the Reserve Study is not accurate as it is now.

**TENTH ORDER OF BUSINESS****Consideration of PACA Renewal**

Mr. Montagna presented the application for the PACA renewal that was previously tabled. A discussion ensued. The Board will not be renewing their membership with PACA.

**ELEVENTH ORDER OF BUSINESS****Consideration of Resolution 2019-04, Approving Statewide Mutual Aid Agreement**

Mr. Montagna presented and reviewed Resolution 2019-04, Approving Statewide Mutual Aid Agreement. A discussion ensued.

On a Motion by Mr. Boutin, seconded by Mr. Cooley, followed by a vote of all in favor, the Board of Supervisors approved Resolution 2019-04, Approving Statewide Mutual Aid Agreement for The Groves Community Development District.

**TWELFTH ORDER OF BUSINESS****Consideration of Reclaimed Water Cost Share Agreement**

Ms. Montagna presented and reviewed the Reclaimed Water Cost Share Agreement. Attached as (Exhibit "E").

On a Motion by Mr. Boutin, seconded by Mr. Loar, followed by a vote of all in favor, the Board of Supervisors approved the Reclaimed Water Cost Share Agreement for The Groves Community Development District.

**THIRTEENTH ORDER OF BUSINESS****Consideration Lease Agreement with the HOA**

Ms. Montagna presented the Lease Agreement with the HOA. A discussion ensued.



On a Motion by Mr. Loar, seconded by Mr. Coe, followed by a vote of four in favor and one opposed (Bill Boutin), the Board of Supervisors approved the Lease Agreement with the HOA for The Groves Community Development District.

**FOURTEENTH ORDER OF BUSINESS**

**Staff Reports**

A. District Counsel

Mr. Vericker gave the Board an update on the traffic agreement.

B. District Engineer

Ms. Vander Meade discussed the asphalt issues. She also discussed the costs of the pond 2A and the box 10 erosion repairs. The Board requested more estimates for the erosion repairs.

C. Clubhouse Manager

Mr. Fowler presented the Clubhouse Manager report for May 2019.

Mr. Fowler presented a proposal for Palm tree removal.

On a Motion by Mr. Loar, seconded by Mr. Cooley, followed by a vote of all in favor, the Board of Supervisors approved the proposal from Stutzman Brothers for Queen Palm tree removal (\$325.00) for The Groves Community Development District.

On a Motion by Mr. Boutin, seconded by Mr. Cooley, followed by a vote of all in favor, the Board of Supervisors approved the replacement of the Queen Palm tree at a not-to-exceed cost of \$400.00 for The Groves Community Development District.

Mr. Fowler presented a proposal for five gates.

On a Motion by Mr. Boutin, seconded by Mr. Cooley, followed by a vote of all in favor, the Board of Supervisors approved Fence Pro's proposal for five gates (\$895.00) for The Groves Community Development District.

On a Motion by Mr. Boutin, seconded by Mr. Loar, followed by a vote of all in favor, the Board of Supervisors approved the purchase of two mats (\$300.00) for The Groves Community Development District.

A discussion ensued regarding a violation letter that needs to be sent. Mr. Fowler will provide the information to District management. A brief discussion ensued regarding an LED update.

D. District Manager

Ms. Montagna noted the next scheduled meeting is scheduled for July 9, 2019 at 10:00 a.m. at The Groves Civic Center, located at 7924 Melogold Circle, Land O'Lakes, FL 34637 and the Board will be adopting their final budget at this meeting.

Ms. Montagna announced that there were 1,123 registered voters in the District as of April 15, 2019.

**FIFTEENTH ORDER OF BUSINESS**

**Supervisor Requests**

Ms. Montagna asked if there were any Supervisor requests. Mr. Boutin mentioned issued with the amenities and pool area. A discussion ensued regarding a large birthday party and furniture being moved. The memorial bricks and the dog park were also discussed.

A discussion was also held regarding the hedge line along Shaddock. The Board requested a proposal for maintaining the area twice a year. Mr. Fowler to provide the location.

A discussion ensued regarding the bridge material and the Department of Agriculture.

**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Simon requested a motion to adjourn the meeting of the Board of Supervisors' for The Groves Community Development District.

On a Motion by Mr. Boutin, seconded by Mr. Loar, and followed by a vote of all in favor, the Board of Supervisors adjourned the meeting at 8:25 p.m. for The Groves Community Development District.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

# Exhibit A













## **Exhibit B**



Proposal #16236  
Date: 05/30/2019  
From: Nelson De Sierra Jr.

Proposal For

Rizzetta & Company, Inc.  
12750 Citrus Park Ln  
Suite 115  
Tampa, FL 33625

main:  
mobile:

Location

7924 Melogold Cir  
Land O' Lakes, FL 34637

Property Name: The Groves CDD

Festive Grove Sod Install

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
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Sod Removal and Install	10300.00	\$1.16	\$11,994.35
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Client Notes

Price below is for the removal of existing Bermuda Grass/Weeds and install St. Augustine Grass from guard shack to Hwy 41 on Festive Grove.

Signature

x

SUBTOTAL	\$11,994.35
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SALES TAX	\$0.00
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TOTAL	\$11,994.35
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Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Assigned To

Nelson De Sierra Jr.

Office:  
nsierra@yellowstonelandscape.com





Proposal #16334  
Date: 05/31/2019  
From: Nelson De Sierra Jr.

Proposal For

Location

Rizzetta & Company, Inc.  
12750 Citrus Park Ln  
Suite 115  
Tampa, FL 33625

main:  
mobile:

7924 Melogold Cir  
Land O' Lakes, FL 34637

Property Name: The Groves CDD

Fire Cracker Plant Install Tennis Court

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Labor	9.00	\$49.00	\$441.00
Fire Cracker 3 gal	60.00	\$13.75	\$825.00

Client Notes

Price below is to remove every other ornamental grass at the tennis court and replace them with Fire Cracker plants. Also Fire Cracker plants will be added to the area under the palm trees to add color.

Signature

x

SUBTOTAL	\$1,266.00
SALES TAX	\$0.00
TOTAL	\$1,266.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Assigned To

Nelson De Sierra Jr.  
Office:  
nsierra@yellowstonelandscape.com



Proposal #16390  
Date: 05/31/2019  
From: Nelson De Sierra Jr.

Proposal For

Rizzetta & Company, Inc.  
12750 Citrus Park Ln  
Suite 115  
Tampa, FL 33625

main:  
mobile:

Location

7924 Melogold Cir  
Land O' Lakes, FL 34637

Property Name: The Groves CDD

Festive Groves Sign Annuals Install

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Labor	10.00	\$49.00	\$490.00
Topsoil	55.00	\$5.05	\$277.75
Pentas 4" Graffiti Mix	1620.00	\$1.53	\$2,485.73

Client Notes

Price below is to add topsoil and annual plants to front signage off of Hwy 41 & Festive Grove.

	SUBTOTAL	\$3,253.48
Signature	SALES TAX	\$0.00
x	TOTAL	\$3,253.48

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.  
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Assigned To

Nelson De Sierra Jr.  
Office:  
nsierra@yellowstonelandscape.com

## Exhibit C



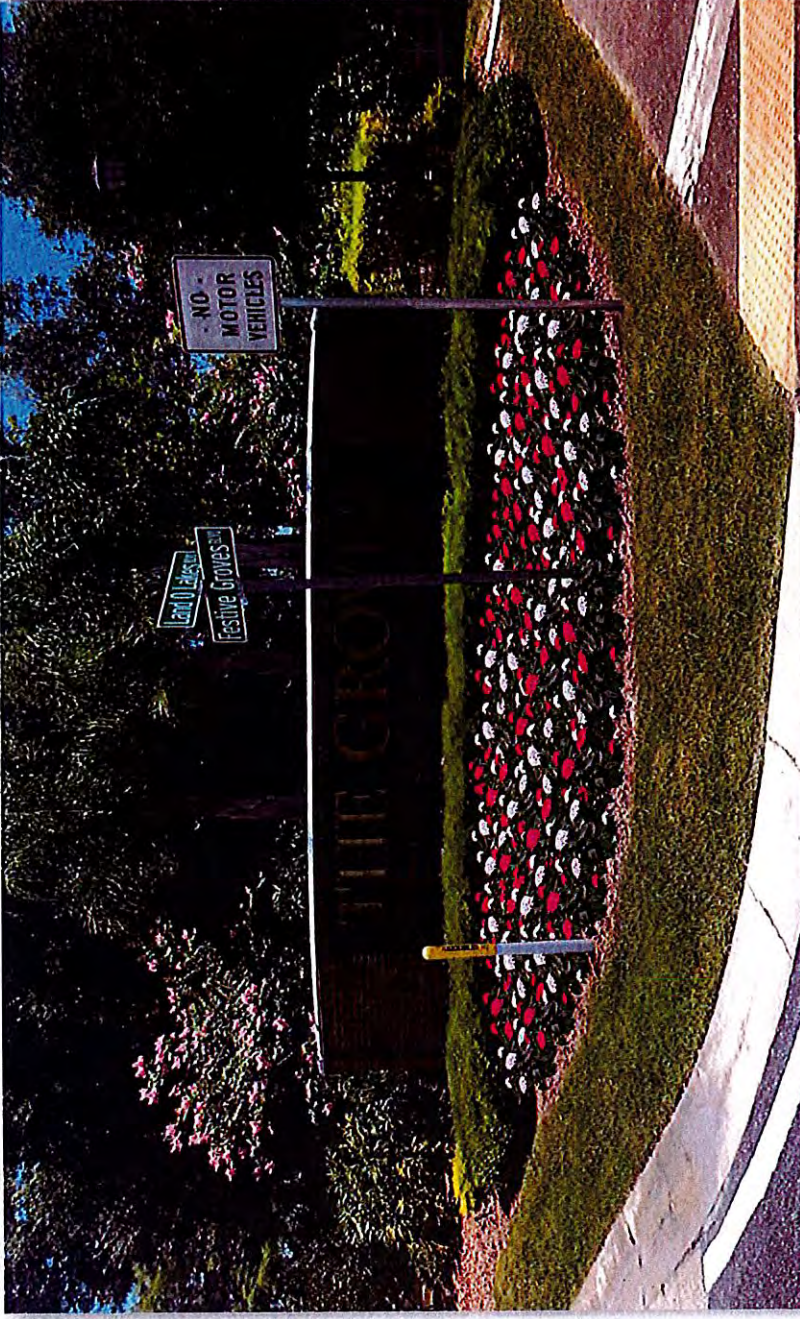
# The Groves

Land O' Lakes, FL

Conceptual Rendering-Plants Depicted At Mature Stage



Existing



Potential

## Landscape Design Suggestions

Annuals

## **Exhibit D**



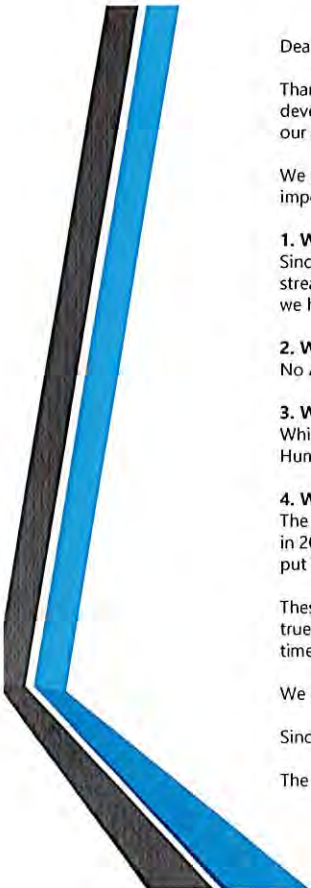
# **ADA Site Compliance**



## **The Groves CDD**

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## **Website Compliance and Accessibility**



Dear Groves CDD Board Members:

Thank you for the chance to present our company, ADA Site Compliance, the recognized leader in website accessibility for Florida's community development districts. We've worked with over 200 CDDs and other government entities, and hundreds of for-profit businesses. We're confident that our expertise in website and PDF accessibility makes us the right choice for The Groves.

We realize you have a choice when selecting any vendor. We also know that ADA website and PDF accessibility are highly specialized, so it's important for you to understand what sets one company apart from another. Below are a few key facts you should know about us:

**1. Website & PDF accessibility are our core business**

Since the explosion of ADA website lawsuits two years ago, many companies in fields like web design and SEO are now seeking a new revenue stream in digital accessibility. Many are good marketers but simply lack the skills and knowledge to properly do this work. At ADA Site Compliance, we have one business: making – and keeping – our clients' websites and PDFs accessible.

**2. We have a great track record**

No ADASC clients have been sued since completing their auditing and remediation. We do the work the way it must be done, with no shortcuts.

**3. We remediate PDFs the RIGHT way – with human expert auditors**

While PDFs differ from websites in many ways, they still require human judgment. There is no conversion software that makes PDFs accessible. Human eyes on every page is a must.

**4. We use human beings to test for all WCAG success criteria, including those under the new 2.1 standard**

The only way to make a website fully accessible is through manual testing of all 78 WCAG criteria. This includes the 17 new WCAG 2.1 criteria created in 2018, which improved upon the old 2.0 standards. Software alone can't do the job. Neither can select human auditing or a "hybrid" approach. We put human eyes on every page we test, and we test it fully, so you know you're compliant.

These are but a few factors districts must weigh in selecting the right expert. We respectfully urge the board to consider each one in order to get a true apples-to-apples comparison of your options. As litigation continues against CDDs, having a truly accessible website and PDFs will save you time and money. And it's the right thing to do.

We welcome your questions and look forward to serving as your trusted resource for all your accessibility needs.

Sincerely,

The ADA Site Compliance Team



# Our Firm

ADA Site Compliance is a leading provider of website accessibility and solutions for businesses and government. Our team includes specialists in auditing and remediation, coding, PDFs and WCAG compliance. Entities of all sizes and across industries trust our expertise in making their digital assets usable and enjoyable for all while meeting the guidelines of the ADA.



LAW

RULES

GOVERNANCE



## **Accessibility, Compliance & Community Development Districts**

The Florida Department of Economic Opportunity requires that all special district websites, by law, be fully accessible to those with disabilities. Community Development Districts (CDDs) and other special purpose entities must ensure that all content on their sites comply with the Americans with Disabilities Act, a 1990 federal law.



# How Do People with Disabilities Use My Website?

## HEARING IMPAIRED

All media that can be heard – videos, sound bites – must have a written description.

## VISUALLY IMPAIRED

Sites must be properly built to let assistive devices read all visual elements aloud to blind and low-vision users.

## PHYSICALLY IMPAIRED

Keyboard shortcuts must permit disabled users to navigate a site without using a mouse.



**"Accessible design is good design"**

Steve Ballmer  
Former CEO, Microsoft



## **Costs: Reputational & Monetary**

- Web accessibility lawsuits are on the rise and continue to be backed by the U.S. Department of Justice.
- The cost to hire attorneys and pay associated fees can range from tens of thousands of dollars to the high-six-figures.
- Related costs include human capital, negative PR, stress on your district, and reputational damage via traditional and social media.

**“We believe very deeply that  
accessibility is a human right”**

**Tim Cook  
CEO, Apple**



## First Steps: Risk-Mitigation



### Compliance Shield

A certificate on your website indicates that you have a compliance plan in place and are taking active steps toward usability for all.



### Site Accessibility Policy

A compliance plan details your strides toward access for all and lists alternate contact info for users in need of accommodations.



### Compliance Audit Report

A detailed audit report shows the lines of code to be corrected and screen shots and text descriptions of every compliance failure.



# Phases of Compliance

## Option 1 – Audit & Remediation of Your Current Site

### Phase 1

#### Technological Auditing

Technological auditing identifies up to 30% of the errors on a website. A detailed report indicates the line of code to be corrected, along with a screen shot of the error and a recommendation for remediating the issue.

### Phase 2

#### Human Expert Auditing

Only human expert auditing can reveal the 70-80% of compliance failures that technological auditing cannot find. This applies both to webpages and PDFs, the latter of which can only be made accessible with human-expert-led remediation.



# COMPLIANCE

# Phases of Compliance

## Option 2 – Site Migration

### Phase 1

#### Migration of All Content

Our technical team migrates your existing website over to a brand new site built on accessible themes that ADA Site Compliance has designed and maintains – and that is proven to be compliant under the ADA.

### Phase 2

#### Quality Assurance

Post-migration, our technical team tests your newly migrated site for the same WCAG 2.1-level criteria we use when auditing and remediating existing sites.



# COMPLIANCE



The background image shows two individuals sitting at a desk. The person on the left is wearing a light-colored sweater and has their hands covering their face. The person on the right is wearing a dark suit and also has their hands covering their face. On the desk, there is a laptop, some papers, a pen, and a white coffee cup on a saucer. The overall tone is one of stress or frustration.

## Web Developers and IT Teams are NOT Audit and Compliance Experts

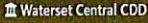
Auditing correctly the first time saves you time and money.




**Without human expert auditing, your website and PDFs will not be compliant, accessible, and usable.**



# First Look: Sample Pages from Your District's New, Compliant Website


[Welcome](#)
[Links](#)
[Documents](#)
[Information](#)
[Contacts](#)

[CDD](#)
[Election](#)
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## Wateraset Central

Community Development District

### Welcome

Welcome to the official website for the Wateraset Central Community Development District (the "District"). This website is funded on behalf of the District to serve two major purposes. The first is to comply with Chapter 189.069 of the Florida Statutes, which requires each special district to maintain an official internet website. The second is an effort to help educate the general public about the services provided by the District, and to highlight the other agencies involved in the day-to-day operations of the community. These agencies include, but are not limited to the Florida Department of Economic Opportunity, Hillsborough County and the Wateraset Central Homeowner's association.

### Upcoming Events


- December 13, 2018 at 9:00 am
- January 10, 2019 at 9:00 am
- February 14, 2019 at 9:00 am
- March 14, 2019 at 9:00 am
- April 11, 2019 at 9:00 am
- May 09, 2019 at 9:00 am
- June 13, 2019 at 9:00 am
- July 11, 2019 at 9:00 am
- August 08, 2019 at 9:00 am
- September 12, 2019 at 9:00 am

### District Administration

The District Manager's responsibilities include:

- Preparation and submittal of a proposed operations and maintenance budgets for Board review and action
- Preparation of contract specifications for District operations, including community appearance, waterway management, street lighting and facilities maintenance
- File all required forms and documents with state and local agencies
- Attend all Board of Supervisor meetings - implement the policies of the Board
- Additional duties as directed by the Board

Rizzetta & Company, Inc.  
9426 Camden Field Parkway  
Riverview, FL 33578  
Joe Rizzetta  
District Manager  
Ph: 813-333-2550



If you have a concern, please let us know. Contact us here to report your concerns. Certain documents will be in PDF format.

Certain documents will be in PDF format. To view them you may have to download the latest version of Adobe Reader.


[Welcome](#)
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## Community Development Districts – What you should know!

A Community Development District (CDD) is a governmental unit created to serve the long-term specific needs of its community. Created pursuant to chapter 190 of the Florida Statutes, a CDD's main powers are to plan, finance, construct, operate and maintain community-wide infrastructure and services specifically for the benefit of its residents.

### What will the CDD Do?

Through a CDD, the community can offer its residents a broad range of community-related services and infrastructure to help ensure the highest quality of life possible. CDD responsibilities within our community may include storm water management, potable and irrigation water supply, sewer and wastewater management, and street lights.

### Upcoming Events

- December 13, 2018 at 9:00 am
- January 10, 2019 at 9:00 am
- February 14, 2019 at 9:00 am
- March 14, 2019 at 9:00 am
- April 11, 2019 at 9:00 am
- May 09, 2019 at 9:00 am
- June 13, 2019 at 9:00 am
- July 11, 2019 at 9:00 am
- August 08, 2019 at 9:00 am
- September 12, 2019 at 9:00 am



## The Groves CDD – Scope of Work & Pricing Options\*

### Website

#### ☐ Option 1 – For Auditing & Remediation of Existing Website:

\$5,900 (year one) - auditing & remediation of the existing The Groves CDD website

- The Groves CDD owns 100% of the website

\$1,500 (annually) - to provide continued accessibility and ongoing compliance support as standards change

- includes 10 free hours of annual consulting (a **\$2,500 value**)

- includes monthly tech audit reports for ongoing maintenance (a **\$999 value**)

- includes Accessibility Policy & Compliance Shield

- annual fee is waived in year one

#### ☐ Option 2 – For Creation of New, Compliant & Accessible Website

\$3,900 (year one) - migration of current site content to new, ADA-compliant format

- The Groves CDD owns 100% of the website

\$900 (annually) - to provide continued accessibility and ongoing compliance support as standards change

- includes 10 free hours of annual consulting (a **\$2,500 value**)

- includes monthly tech audit reports for ongoing maintenance (a **\$999 value**)

- includes Accessibility Policy & Compliance Shield

- annual fee is waived in year one

### PDFs

#### ☐ Option A - \$99: two years of PDF conversion to text/HTML format (will not make documents compliant and accessible )

#### ☐ Option B - \$2.90 per page: full human expert remediation of documents in accordance with WCAG 2.1 criteria and PDF UA & Universal Design best practices. All files will be compliant and accessible

*\* the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis clients*

# ACCESSIBLE

## Contact Information

ADA Site Compliance, LLC

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**"If you think compliance is  
expensive, try non-compliance."**  
Fmr. Dep. U.S. Attorney General Paul McNulty



## ADA Site Compliance, LLC



### Statement of Work (SOW) Agreement to Perform Consulting Services

#### Date

May 31, 2019

#### Services Performed By:

ADA Site Compliance, LLC

#### Services Performed For:

The Groves CDD

This Statement of Work (SOW) is issued pursuant to the Master Services Agreement between The Groves CDD ("Client") and ADA Site Compliance, LLC ("Contractor"), effective May 31, 2019 (the "Agreement"). This SOW is subject to the terms and conditions contained in the agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the agreement, the terms of the SOW shall govern and prevail.

This SOW, effective as of May 31, 2019, is entered into by and between Contractor and Client for Client's website [www.thegrovescdd.org](http://www.thegrovescdd.org) and is subject to the terms and conditions specified below. The exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the exhibit(s) hereto, the terms of the SOW shall prevail.

## Period of Performance

The services shall begin on the date of the Agreement's execution and shall continue through completion or termination, subject to the termination provisions below.

## Process & Engagement

ADA Site Compliance uses both technological (i.e. software-based) and human expert auditing to detect compliance failures for websites, mobile applications, PDFs, and other digital assets. We evaluate their accessibility against evolving web content accessibility guidelines (currently WCAG 2.1) and offer the solutions below. In both cases, we will deliver you a website that has been audited and remediated for substantial compliance with current standards.

**Option 1** – Our team of human expert auditors performs manual compliance testing of your existing website using

screen reader software and keyboard shortcuts. This testing method best simulates the actual conditions a user with disabilities experiences when visiting your site and is therefore the most reliable gauge of its real-world accessibility. **Full human expert auditing for all WCAG criteria is the only auditing method known to make a website accessible. Semi-manual or software-based approaches will not make your website compliant.**

Our remediation team uses the resulting audit report to make all relevant fixes to your existing site via its source code. We then re-submit the fixed pages for round two of human auditing and a corresponding second round of corrections. This is to ensure all failures have been addressed and that no new ones were created in the process.

Throughout the process and afterward, you will receive monthly technological audit reports that identify all errors that software can detect. As noted above, software-based reports alone cannot identify 100% of accessibility failures; at best, they can uncover about one-third of them. As such, your technological reports are intended only as a general diagnostic of your site's ongoing compliance health – not as a measure of your site's overall accessibility.

**Option 2** – Our team will migrate your existing site to an accessible and compliant theme built and maintained by ADASC. The Groves CDD will own all site content, and Rizzetta & Company will continue to host and provide backup for your site. Post-migration, our audit and design teams will continuously monitor your new website for its substantial compliance with current standards. By building a new site on an accessible and compliant theme, we avoid the significant preparation and testing costs associated with Option 1. This is reflected in the price difference between the two options.

## Scope of Work & Deliverables

Contractor shall provide the following services/deliverables for Client and its site, [www.thegrovescdd.org](http://www.thegrovescdd.org):

### Technological Auditing

- Customized software-based auditing of the entire web domain
- Detailed monthly audit reports (a \$999 value) including the precise location in the code of each failure, a description of the error, a picture for visual context, and a suggested remediation step
- Technological audit reports capture approximately one-third of known failures and are intended as a broad diagnostic and accountability tool, not as a full compliance blueprint

### Site Migration (Option 2 only)

- Contractor will migrate the content of Client's existing website to one built on Contractor's own themes that are known to be accessible and compliant with WCAG 2.1 standards
- Content may include, but is not limited to, pictures, text, tables, video files, and forms
- Some existing functionality and content, including that provided by third-party vendors, may be impossible to migrate "as is" from the existing site to the new one, in which case another solution may be required
- Review by Contractor's technical team leaders of the migrated site for quality assurance

### PDF Auditing & Remediation (if applicable)

- Contractor will manually audit, remediate, and deliver to Client fully accessible PDFs
- Remediation done in accordance with WCAG 2.1 criteria and PDF UA & Universal Design best practices



- All files validated using commonly used assistive technology software
- This service is not automatically included with either migration or auditing/remediation
- Per-page pricing is included in the Fee Schedule section of this SOW

#### Customized Accessibility Policy & Compliance Shield

- Indication of Client's active engagement with recognized experts in the field of website accessibility and compliance; the deliverable is uploaded to the footer of Client's website and acts as a deterrent to litigation from trolling plaintiffs and/or attorneys
- Statement of Client's specific ongoing strides toward compliance with current WCAG standards – to be posted on the website (links to ADA Compliance Shield)
- Alternate contact info for users to report inaccessible areas of Client's website and to request assistance – to be posted on the website (links to ADA Compliance Shield)

#### Technical Support

- Ten (10) FREE hours of technical support (a \$2,500 value) to Client and/or its developers via email, phone, video, and (where feasible) in-person contact

## Fee Schedule

### Option 1:

Website:

\$5,900 (year one) – auditing and remediation of the current The Groves CDD website

\$1,500 (annually) – to provide continued accessibility and ongoing compliance support

PDFs (please select one)

\$99 – two years of PDF conversion to text/HTML format (Option A)

or

\$2.90 per page – full human expert remediation of PDFs in accordance with WCAG 2.1 criteria (Option B)

### Option 2:

Website:

\$3,900 (year one) – license fee for a new website built on ADA-compliant themes

\$900 (annually) – to provide continued accessibility and ongoing compliance support

PDFs: (please select one)

\$99 – two years of PDF conversion to text/HTML format (Option A)

or

\$2.90 per page – full human expert remediation of PDFs in accordance with WCAG 2.1 criteria (Option B)

The above pricing reflects a **20% discount** based on Client's contract with Egis Insurance and Risk Advisors. One-half (50%) of the year-one fee for services is due at the time of the Agreement's signing, with the balance due upon Client's acceptance of the final deliverables.

The annual fee, to be paid one (1) year after the execution date of this SOW, includes Client's continued use of Contractor's Compliance Shield and Accessibility Policy; updates made to the Accessibility Policy to reflect changing standards and laws; monthly technological auditing and reporting, and continued consulting.

## Completion Criteria

Contractor will make all reasonable efforts to complete human expert auditing in an expeditious way. The process of migrating, auditing, and remediating website-based content is time-intensive and typically takes between thirty (30) and forty-five (45) days, per round, to complete. This excludes any time needed to remediate the identified failures and to validate their corrections. The total completion time for multiple rounds of human expert auditing may be three (3) to six (6) months in all. For sites of significant complexity, this term may be longer.

Contractor shall have fulfilled its obligations to Client when either of the following occurs:

- Contractor provides Client all deliverables above, and Client accepts these without unreasonable objections. If Contractor receives no response within seven (7) business days of delivery, this shall be deemed acceptance.
- Contractor and/or Client may cancel services not yet provided within sixty (60) business days with advance written notice to the other party.

## Signatures

In witness whereof, the Parties have, by their duly authorized representatives, executed this SOW as of the date first set forth above.

**ADA SITE COMPLIANCE, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE GROVES CDD**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Exhibit E**



## **RECLAIMED IRRIGATION WATER COST SHARING AGREEMENT**

This Reclaimed Irrigation Water Cost Sharing Agreement (the “**Agreement**”) is entered into as of the 1<sup>st</sup> day of October, 2019, by and between **The Groves Community Development District** (the “**District**”), a special purpose unit of local government organized and existing under Chapter 190, Florida Statutes and **The Groves Master Homeowners’ Association, Inc.**, a Florida non-profit corporation (the “**Association**”).

### **BACKGROUND INFORMATION**

Pasco County provides reclaimed irrigation water for District common areas, the Association golf course and certain residences within the community (the “**Community Irrigation System**”). The District and the Association desire to enter into this Agreement so that each entity will pay its proportionate share of the costs for the reclaimed irrigation water provided by Pasco County.

### **OPERATIVE PROVISIONS**

1. **Cost Sharing.** The parties acknowledge and agree that the Association uses 66.67% of the reclaimed irrigation water for the Association golf course and certain private residences and the District uses 33.33% of the irrigation water for the District common areas. On or before the 15<sup>th</sup> day of each month throughout the term of this Agreement, the Association agrees to pay the District for its share of the reclaimed irrigation water provided by the County for the previous month.
2. **Term of Agreement.** This Agreement shall remain in effect during the time Pasco County provides reclaimed water to the Community Irrigation System.
3. **Construction of Language.** The paragraph headings and titles are not a part of this Agreement and shall have no effect upon the construction and interpretation of any part hereof.
4. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.
5. **Non-Waiver.** No waiver of any covenant or condition of this 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 Agreement.
6. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
7. **Governing Law.** This agreement shall be governed by Florida law with venue in Pasco County, Florida.
8. **Enforcement of Agreement.** In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not



limited to reasonable attorneys' fees incurred prior to or during any litigation or in appellate proceedings.

9. **Notices.** All notices, requests, consents and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the parties, as follows:

- A. If to Association: The Groves Master  
Homeowners’ Association, Inc.  
7924 Melogold Circle  
Land O’ Lakes, FL 34637
- B. If to District: The Groves Community  
Development District  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, Florida 33544

With a copy to:  
Straley Robin Vericker  
1510 W. Cleveland St.  
Tampa, Florida 33606

10. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. **Public Records.** As required under Section 119.0701, Florida Statutes, Association shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from 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 by law, (c) 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 contract if the Association does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Association upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

**IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT**

**INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE,  
SUITE 200, TAMPA, FLORIDA 33614.**

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

**The Groves Master Homeowners'  
Association, Inc.**  
a Florida non-profit corporation

**The Groves  
Community Development District**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Steve Simon  
Chair of the Board of Supervisors