



Rizzetta & Company

The Groves Community Development District

**Board of Supervisors' Meeting
February 4, 2020**

**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
	Vacant	Assistant Secretary
	Christina Cunningham	Assistant Secretary
District Manager	Angel Montagna	Rizzetta & Company, Inc.
District Counsel	John Vericker	Straley Robin & Vericker
District Engineer	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

January 27, 2020

Board of Supervisors
The Groves Community
Development District

Dear Board Members:

The **first audit committee** and the regular meeting of the Board of Supervisors of The Groves Community Development District will be held on **Tuesday, February 4, 2020 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.

AUDIT COMMITTEE MEETING:

- 1. CALL TO ORDER/ROLL CALL**
- 2. BUSINESS ADMINISTRATION**
 - A. Presentation of Audit Proposal Instructions.....Tab 1
 - B. Presentation of Audit Evaluation Criteria.....Tab 2
- 3. ADJOURNMENT**

BOARD OF SUPERVISORS' MEETING:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS**
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Clubhouse Manager
 1. Review of Monthly Report.....Tab 3
 2. Consideration of Various Proposals from the Clubhouse Manager.....Tab 4
 - D. District Manager
- 5. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Meeting held on January 7, 2020.....Tab 5
 - B. Consideration of Minutes of the Workshop held on January 7, 2020.....Tab 6
 - C. Consideration of Operation & Maintenance Expenditures for December 2019.....Tab 7
- 6. BUSINESS ITEMS**
 - A. Aquatics Report.....Tab 8
 - B. Consideration of Proposals for Aeration Project.....Tab 9
 - C. Consideration of Mr. Vesh's Updated Contract.....Tab 10
 - D. Consideration of a Board Supervisor Replacement.....Tab 11

1. Administer Oath of Office to Newly Appointed Supervisor.....Tab 12
2. Review of Form 1 and Sunshine Amendment
- E. Consideration of Audit Committee's Recommendation
- F. Discussion Regarding Road Resurfacing.....Tab 13
- 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, January 7, 2020 at 6:40 p.m.** at The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, Florida 34637.

Present and constituting a quorum:

Bill Boutin	Board Supervisor, Chairman
Richard Loar	Board Supervisor, Vice Chairman
Donald Cooley	Board Supervisor, Assistant Secretary
Jimmy Allison	Board Supervisor, Assistant Secretary
Christina Cunningham	Board Supervisor, Assistant Secretary

Also present were:

Angel Montagna	District Manager, Rizzetta & Company, Inc.
John Vericker	District Counsel, Straley, Robin & Vericker
Katie Vander Meade	District Engineer, Landmark Engineering
Stephen Fowler	Operations Manager
Patrick Brophy	Representative, Aquatic Systems
Chris Byrne	Representative, Vertex Water Features
Nelson Siera	Representative, Yellowstone Landscape

Audience: **Present**

FIRST ORDER OF BUSINESS

Call to Order and Pledge of Allegiance

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

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

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Boutin asked if there were any audience comments. Audience comments were entertained regarding sprinklers on in the rain and turned towards the street.

Comments were also entertained regarding streetlights blocked by trees. Mr. Buzzeo submitted a list of concerns. Attached as (Exhibit "A").

Mr. Allison was thanked for his help with the streets. Mr. Fowler will obtain proposals for tree trimming.

THIRD ORDER OF BUSINESS

Staff Reports

A. District Counsel

Nothing to report currently.

B. District Engineer

Ms. Vander Meade stated that she is working with Mr. Allison on the road resurfacing options.

C. Clubhouse Manager

Mr. Fowler presented the Clubhouse Manager report for December 2019. He stated that a drunk driver damaged the power at the front gate.

D. District Manager

Ms. Montagna noted the next scheduled meeting is scheduled for February 4, 2020 at 10:00 a.m. at The Groves Civic Center, located at 7924 Melogold Circle, Land O'Lakes, FL 34637.

FOURTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Meeting held on December 3, 2019

Mr. Boutin presented the minutes of the Board of Supervisors' meeting held on December 3, 2019. The Board requested changes to line 89 and 102.

On a Motion by Mr. Loar, seconded by Ms. Cunningham, followed by a vote of all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on December 3, 2019 as amended for The Groves Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Operations and Maintenance Expenditures for November 2019

Mr. Boutin presented the Operation and Maintenance Expenditures for November 2019 to the Board. Ms. Montagna read the O&M amount to be \$45,011.04. Mr. Fowler will obtain a maintenance proposal from Accurate and the current company.

On a Motion by Mr. Allison, 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 November 2019 (\$45,011.04) for The Groves Community Development District.

SIXTH ORDER OF BUSINESS**Aquatics Report**

Mr. Brophy presented and reviewed the Aquatics Report dated December 13, 2019.

SEVENTH ORDER OF BUSINESS**Consideration of Proposal for Adding Fish to Two Ponds as a Trial**

Mr. Brophy reviewed his quote for the stocking, permitting, and building of the barriers. He estimated a cost of \$1,500.00 with price subject to change based on how many fish are allowed by FWC. The Board decided to table this item until their March meeting.

Mr. Byrne reviewed the aeration project. A discussion ensued regarding an exact cost and maintenance. Mr. Byrne will provide locations. The Board decided to table this item until their February meeting.

EIGHTH ORDER OF BUSINESS**Consideration of Proposals for Security Services**

Mr. Cooley presented the proposals for Security Services from Five Star Security and Dynamic Security. A discussion ensued.

On a Motion by Mr. Cooley, seconded by Ms. Cunningham, followed by a vote of all in favor, the Board of Supervisors approved entering into contract with Dynamic Security's for the District's Security Services (\$74,124.96) and authorized District staff to terminate the contract with the current security vendor with a 30-day notice for The Groves Community Development District.

NINTH ORDER OF BUSINESS**Consideration of Mr. Vesh's Updated Contract**

Mr. Pitts spoke about Mr. Vesh. He would like to have volunteers to help Mr. Vesh. Another resident gave compliment to Mr. Vesh. A discussion ensued regarding Mr. Vesh's contract. The Board will bring this item back to their February meeting.

TENTH ORDER OF BUSINESS**Consideration of Establishment of Audit Committee**

Ms. Montagna stated that it was time for the District to go out to bid for Audit Services.

She stated that the Board would need to select an audit committee and authorize District staff to advertise for audit committee meetings and an RFP for Audit Services.

On a Motion by Mr. Allison, seconded by Mr. Cooley, followed by a vote of all in favor, the Board of Supervisors appointed themselves as the Audit Committee and authorized District staff to advertise for Audit Committee Meetings and an RFP for Audit Services for The Groves Community Development District.

ELEVENTH ORDER OF BUSINESS

Discussion Regarding Stephen Fowler

This item was tabled and will not be brought back before the Board.

TWELFTH ORDER OF BUSINESS

Supervisor Requests

Ms. Montagna asked if there were any Supervisor requests.

Ms. Cunningham spoke about Mr. Vesh and security.

Mr. Loar asked District Counsel about function in hall and providing alcohol. He also stated that there is a depression on Diamonte Dr. and spoke about pressure washing.

Mr. Cooley stated that he was resigning from the Board of Supervisor effective today.

On a Motion by Mr. Loar, seconded by Ms. Cunningham, followed by a vote of all in favor, the Board of Supervisors accepted Don Cooley's resignation from the Board of Supervisors for The Groves Community Development District.

Mr. Boutin commented about the Reserve Study, kitchen equipment, re-strapping, tables and the interest from the CD's investment.

THIRTEENTH ORDER OF BUSINESS

Adjournment

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

On a Motion by Mr. Loar, seconded by Ms. Cunningham, and followed by a vote of all in favor, the Board of Supervisors adjourned the meeting at 8:02 p.m. for The Groves Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Exhibit A

#3

RESUBMITTED 1/7/20 TO CDD BOARD.

THE GROVES BEAUTIFICATION PROJECT (GBP)

February 9, 2018

Mr. Stephen Fowler, CDD Administrator

The GBP has identified the following issues/concerns that relate to CDD property.

Please be advised the GBP has found many of our streets/roadways are not properly illuminated as a result of overgrown trees blocking the street light from reaching the pavement.

Enclosed is a detailed description of the cause of concern and the locations to better assist the CDD in reviewing appropriate measures to improve/abate said conditions with guidance from the GBP on remedies.

Hole # 1	Melogold Cr	Trees blocking street lighting			
Hole # 1	" by Fire Hydrant	"	"	"	"
Hole # 15	between the tee & green	"	"	"	"
Melogold Cr & Sanguinelli Rd Pump Station		"	"	"	"
In front of 7204 Melogold Cr		"	"	"	"
"	20819 Nectarine Pl	"	"	"	"
"	7550 Kinnow Ct	"	"	"	"
"	7500 Trovita Rd	"	"	"	"
"	20725 & 20753 Eustis Rd	"	"	"	"
"	7233/7247/7345 Cleopatra Rd	"	"	"	"
"	20914 Jaffa Ln	"	"	"	"

" 20515 & 20520 Homossasa Ct " " " "

" 8144 Sanguinelli Rd " " " "

Pictures 1,2,3,4 are located on Melogold Cr. near the Aqua Range/hole # 1 are representative of conditions found.

GBP recommends trim trees.

All of the above issues when addressed will greatly enhance our appearance and keep our roadways safe.

The GBP will follow up with CDD management to discuss corrective measures in a timely manner.

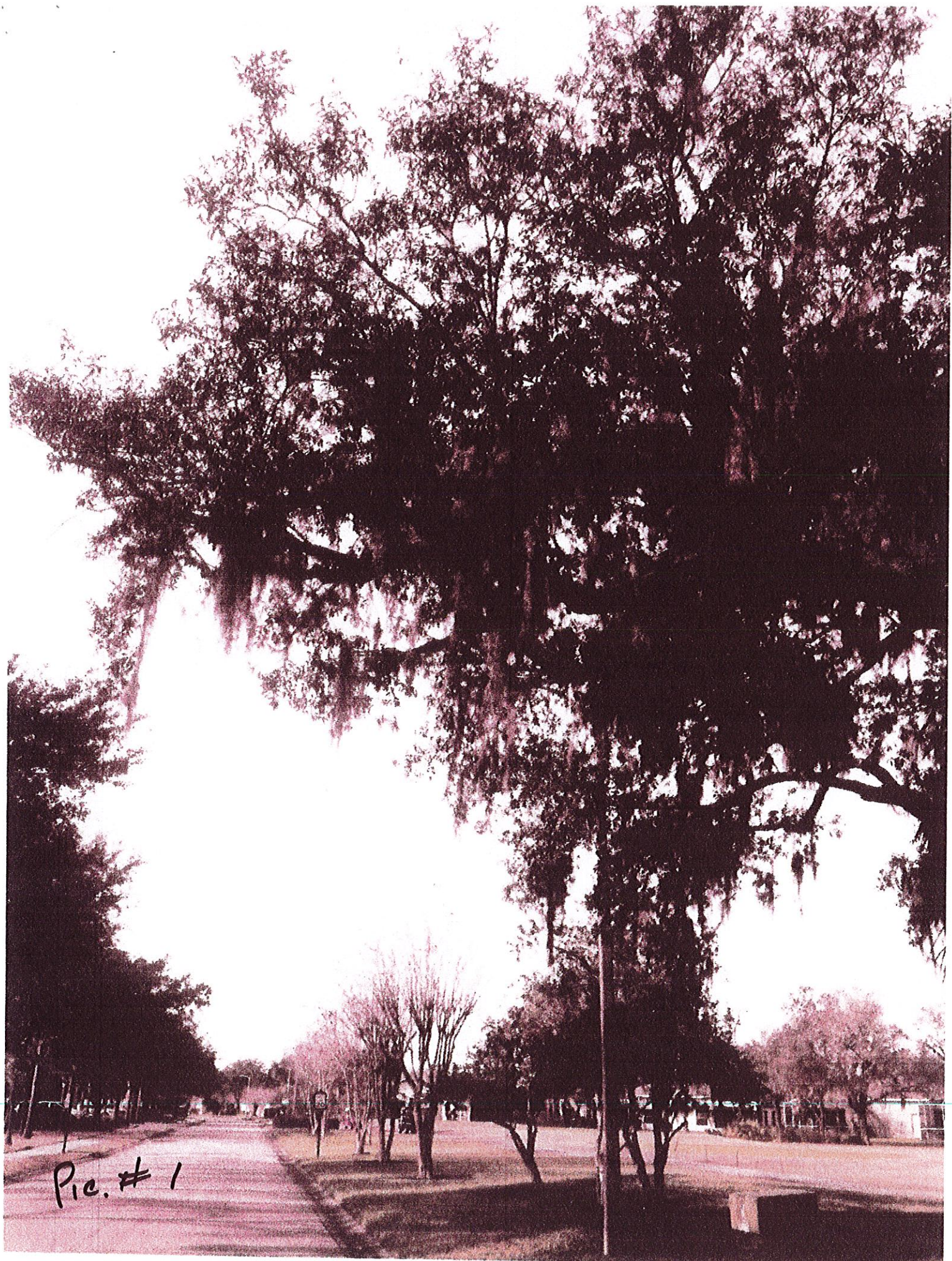
Respectfully submitted,

Kathy Nafis

Anthony J. Buzzeo

Streetlights#3

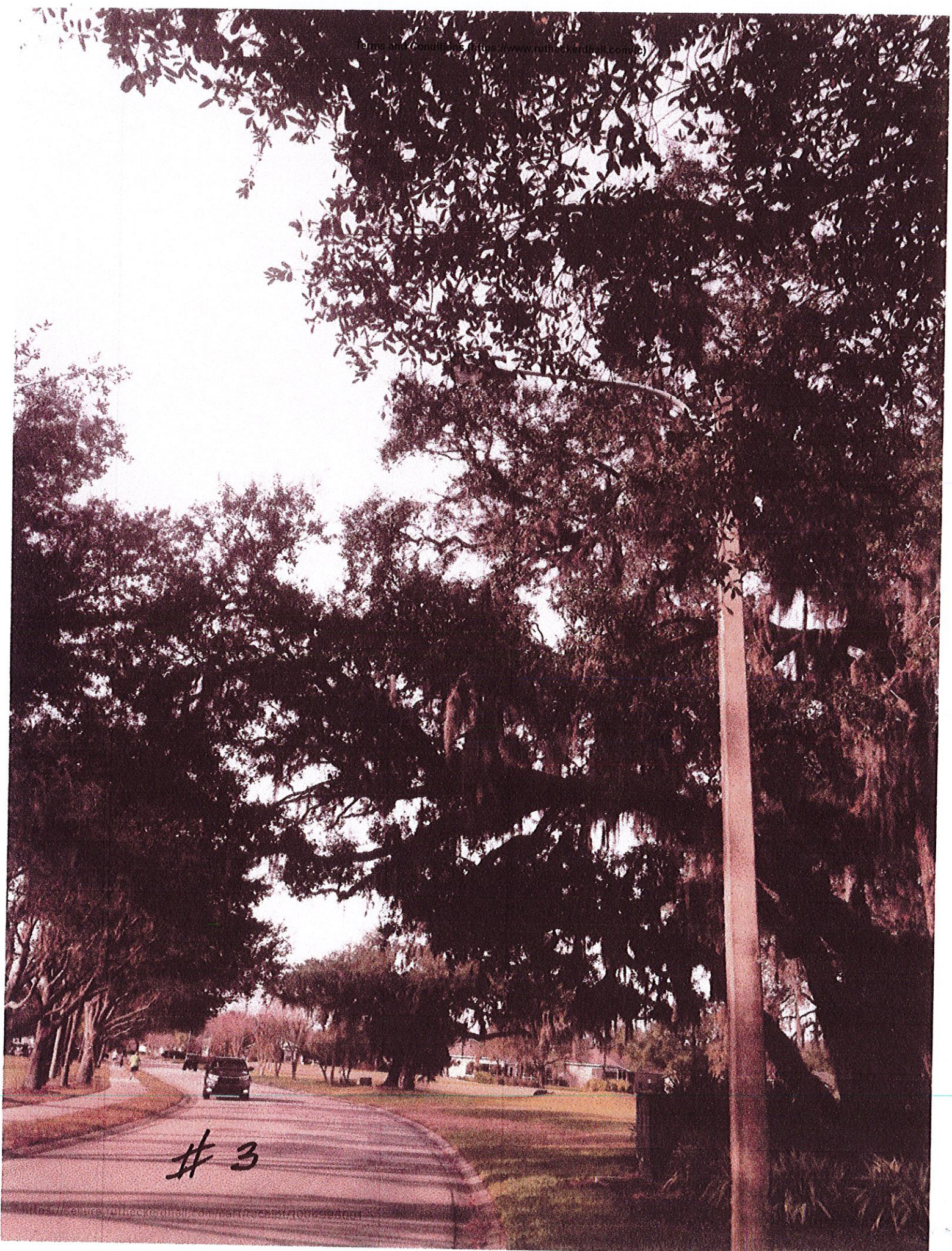
Enc.



Pic. # 1



2



3



Tab 2

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 **workshop** of the Board of Supervisors of The Groves Community Development District was held on **Tuesday, January 7, 2020 at 5:00 p.m.** at The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, Florida 34637.

Present and constituting a quorum:

Bill Boutin	Board Supervisor, Chairman
Richard Loar	Board Supervisor, Vice Chairman
Donald Cooley	Board Supervisor, Assistant Secretary
Jimmy Allison	Board Supervisor, Assistant Secretary
Christina Cunningham	Board Supervisor, Assistant Secretary

Also present were:

Angel Montagna	District Manager, Rizzetta & Company, Inc.
John Vericker	District Counsel, Straley, Robin & Vericker
Stephen Fowler	Operations Manager

Audience: **None Present**

FIRST ORDER OF BUSINESS

Call to Order and Pledge of Allegiance

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

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

FIRST ORDER OF BUSINESS

Discussion Regarding CDD/Board Responsibilities

Mr. Vericker reviewed the CDD/Board Responsibilities. A discussion ensued.

SECOND ORDER OF BUSINESS

Discussion Regarding Onsite Staff

The Board reviewed a report regarding work undertaken by staff. Attached as (Exhibit "A"). A discussion ensued regarding a job description for Supervisors, staff capabilities, contracts, fracking program, and various other items.

THIRD ORDER OF BUSINESS

Adjournment

Mr. Boutin adjourned the workshop of the Board of Supervisors' for The Groves Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Exhibit A

WORK UNDERTAKEN BY STAFF

1. Replaced all the tall sprinkler heads around the Clubhouse.
2. Worked with the Bocce Club to put in new poles for shade the Bocce Courts.
3. **All signs have been painted around Clubhouse.**
4. **Purchased the new table tops and chairs for dining room.**
5. Installed Granite for bar top.
6. **Cleared Viburnum at Publix entrance. Planted Red Ciders.**
7. Heat resistance hand rails for pool installed.
8. **Worked on the Guard Shack. Painted inside and tiled flooring and installed new sink and other items needed to make improvements.**
9. Worked on getting permit, design, construction of marque signage for front entrance.
10. **Repair/replaced gates and fencing at dog park.**
11. Coordinated work to raise the drainage structure by the maintenance facility.
12. Provides weekly updates to marque.
13. Schedules ballroom usage.
14. Provides vehicle bar codes for residents.
15. **Painted Library.**
16. **Painted Card Room.**
17. **Painted Grill**
18. **Painted Ballroom**
19. **Renovated Men's and Ladies Restrooms in Clubhouse.**
20. Worked with Tennis Club to stretch the fence around the tennis court.
21. Organized the trimming of the hedges along U.S. 41
22. Purchased the beer coolers for the grill.
23. Purchased a new ice machine for the grill.
24. Purchased new freezer tables for the grill.
25. Worked numerous irrigation repairs on CDD property.
26. Made repairs to the bridges in between volunteer support.
27. **Installed fence and gates to the rear of the maintenance area.**

28. Purchased power washer to replace one that was stolen.
29. Ordered lumber for bridge repair.
30. Replaced gate arms in both the front and back gates knocked down by residents.
31. Replaced damaged signage belonging to CDD, hit by either golf cart or vehicles.
- 32. Performed fence and gate repair at the dog park.**
33. Worked with residents on memorial plaques for butterfly and dog parks.
34. Addressed resident complaints concerning ENVERA Security and Alert Guards.
35. Revised Ballroom rental agreement.
36. Addressed a number of major issues with the mechanics in the well house.
- 37. Removed a number of palm and hardwood trees throughout the year that were dead or damaged by wind storms.**
38. Undertook an effort to fix drainage issues at the tee box on Hole 10.
39. Worked with Shuffle Board Club to repaint numbering on Boards.
- 40. Provided low cost solution to outsiders trying to get into back gate.**
41. Addressed a multitude of resident issues, many not relating to the CDD.
- 42. Repaired a number of plumbing issues in the pool restrooms.**
- 43. Made a number of repairs to damaged tables in the ballroom and ordered replacement tables.**
- 44. Updated the lobby in the clubhouse.**
45. Took immediate action to address the flooding in the lobby.
- 46. Purchased and worked the installation of Christmas lighting throughout the community.**
- 47. Purchased and replaced carpeting in Card room and grill.**
48. Supervised the placement of new grass from the guard house to Melogold Circle.
49. Undertook the cleanup of the lobby after water entered the lobby area.
50. Undertook effort to establish a memorial area in the door park.
51. Worked with the HOA to repair an irrigation panel for the pump house.
52. Worked with the HOA to replace one of the water pumps which broke down in the pump house.

53. Renovated the Kitchen adjacent to the Ballroom.

54. Ordered new kitchen equipment.

55. Worked installation of new speaker system.

Tab 3

THE GROVES COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operation and Maintenance Expenditures December 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2019 through December 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$111,336.32**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

The Groves Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2019 Through December 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ace ShuffleBoard Court Painting	006711	110219	Repaint Poly Courts 11/19	\$ 500.00
Bright House Networks	006760	0034594836-01 01/19	Ballroom Cable Service 01/19	\$ 6.60
Bright House Networks	006712	0034594836-01 12/19	7924 Melogold Circle-Ballroom 12/19	\$ 6.60
Bright House Networks	006759	046594101101019	7924 Melogold Circle-Golf & Club 11/19	\$ 608.61
Bright House Networks	006732	051389001113019	7924 Melogold Circle-Front Gates 12/19	\$ 133.27
Bright House Networks	006732	051389101112319	7924 Melogold Circle-Back Gate 12/19	\$ 118.40
Bright House Networks	006732	051389201113019	7924 Melogold-Maintenance Shed 12/19	\$ 88.94
Bright House Networks	006712	051389301112019	7924 Melogold Circle-Main Office 12/19	\$ 73.95
Central Termite & Pest Control Inc.	006713	48715	Pest Control Monthly 11/19	\$ 50.00
Christina Cunningham	006735	CC120319	Board Of Supervisors Meeting 12/03/19	\$ 200.00
City of Clearwater	006714	4156233 11/19	7924 Melogold Circle 11/19	\$ 1,096.22

The Groves Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2019 Through December 31, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Clean Step Linens USA, Inc.	006715	168208	Maxx Logo Mat 08/19	\$ 674.52
Clean Sweep Supply Co., Inc.	006716	00206405	Janitorial Supplies 11/19	\$ 51.90
Clean Sweep Supply Co., Inc.	006733	00206513	Janitorial Supplies 11/19	\$ 166.70
Donald Ray Cooley	006734	DC120319	Board Of Supervisors Meeting 12/03/19	\$ 200.00
Finn Outdoor, LLC	006736	2516	Inlet Structure Maintenance 11/19	\$ 10,250.00
Fitness Logic, Inc.	006717	92785	Quarterly General Maintenance 11/19	\$ 170.00
Florida Department of Revenue	006747	61-8017755714 11/19	Sales & Use Tax 11/19	\$ 289.38
Grau and Associates	006737	18793	Audit Services FYE 09/30/2019	\$ 500.00
GreatAmerica Financial Services Corporation	006718	25885609	Copier Maintenance/Color Images 11/19	\$ 379.80
Innersynce Studio, Ltd DBA Campus Suite	006748	17910	CDD Website Services 10/01/19-09/30/20	\$ 1,537.50
Jimmy Allison	006730	JA120319	Board Of Supervisors Meeting 12/03/19	\$ 200.00

The Groves Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2019 Through December 31, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Landmark Engineering & Surveying Corp.	006719	2000020-229	Engineering Services 10/19	\$ 212.50
LLS Tax Solutions Inc.	006749	001817	Series 2007 Arbitrage Calcu PE 08/31/19	\$ 500.00
Mr. Electric of Lutz	006750	2064190	Installed Gan Outdoor 12/19	\$ 403.71
Navitas Credit Corp	006720	40526618-1 11/19	Security Surveillance 11/19	\$ 2,886.39
Outdoor Furniture Connection, LLC	006751	126191	Deposit on Dining Chairs 12/19	\$ 1,375.00
Pasco County	006721	12717063	7924 Melogold Circle Hydrant 10/19	\$ 25.48
Pasco County	006752	12776430	7924 Melogold Reclaimed Water 10/19	\$ 4,340.78
Pasco County	006761	12828997	7924 Melogold Circle Hydrant 11/19	\$ 25.48
Pasco County	006752	Pasco Summary 11/19	Pasco Water Summary 11/19	\$ 3,056.16
Richard Loar	006738	RL120319	Board Of Supervisors Meeting 12/03/19	\$ 200.00
Rizzetta & Company, Inc.	006722	INV0000045226	District Management Fees 12/19	\$ 6,338.75

The Groves Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2019 Through December 31, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Rizzetta Amenity Services, Inc.	006723	INV00000000006856	Bi-Weekly Payroll-Insurance Reim 11/19	\$ 4,961.79
Rizzetta Amenity Services, Inc.	006739	INV00000000006886	Bi-Weekly Payroll-Insurance Reim 11/19	\$ 4,961.79
Rizzetta Amenity Services, Inc.	006753	INV00000000006915	Out of Pocket Expenses 11/19	\$ 238.72
Sarah Romanell	006724	100719-Romanell	Reimbursement-Fountain Electric 09/19	\$ 90.00
Securiteam, Inc.	006754	5996071219	Installed New LED Lights 07/19	\$ 387.00
Securiteam, Inc.	006754	6287091019	Service Call-Front Gate 09/19	\$ 148.75
Securiteam, Inc.	006740	6659120419	Service Call-Reboot System 12/19	\$ 125.00
South Central Communications Corporation	006741	796161	Clubhouse Music Monthly Service 12/19	\$ 148.28
Steve Gaskins Contracting, Inc.	006742	23189	Off Duty Deputy & Scheduler Fee 11/19	\$ 524.00
Straley Robin Vericker	006743	17685	Legal Services 11/19	\$ 2,712.95
The Groves CDD	CD364	CD364	Debit Card Replenishment	\$ 2,381.43

The Groves Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2019 Through December 31, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
The Groves CDD	CD365	CD365	Debit Card Replenishment	\$ 4,536.58
The Groves CDD	CD363	CD363	Debit Card Replenishment	\$ 2,192.38
Universal Protection Service LLC	006725	9455360	Security Officers 11/01/19-11/14/19	\$ 2,410.80
Universal Protection Service LLC	006745	9491229	Security Officers 11/15/19-11/28/19	\$ 2,493.96
US Bank	006726	5528247	Trustee Fees S2007 10/01/19-09/30/20	\$ 3,300.00
US Bank	006755	5563475	Bank Fees Custody 10/1/19-09/30/20	\$ 1,000.00
Verizon Wireless	006727	9842074227	713738176-00001 11/19	\$ 34.11
Waste Management Inc. of Florida	006746	0487084-1568-1	Waste Disposal Services 12/19	\$ 62.00
Wilbur H. Boutin Jr	006731	BB120319	Board Of Supervisors Meeting 12/03/19	\$ 200.00
Wilkes Air Conditioning LLC	006756	626	Cleaned Drain Unit Above Kitchen 12/19	\$ 150.00
Wilkes Air Conditioning LLC	006756	627	Replaced Motor And Capacitor 12/19	\$ 340.00

The Groves Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2019 Through December 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Withlacoochee River Electric Cooperative, Inc	006728	1313846 11/19	Area Lighting 1313846 11/19	\$ 2,318.05
Withlacoochee River Electric Cooperative, Inc	006757	1313846 12/19	Area Lighting 1313846 12/19	\$ 2,352.82
Withlacoochee River Electric Cooperative, Inc	006757	Summary Elec 11/19	Summary Electric 11/19	\$ 3,686.93
Yellowstone Landscape	006729	TM 63241	Monthly Landscape Maintenance 11/19	\$ 11,798.17
Yellowstone Landscape	006729	TM 63442	Sod Install Festive Groves 10/19	\$ 9,316.00
Yellowstone Landscape	006758	TM 69683	Monthly Landscape Maintenance 12/19	<u>\$ 11,798.17</u>
Report Total				<u>\$ 111,336.32</u>

Tab 4

THE GROVES COMMUNITY DEVELOPMENT DISTRICT GRILL CONCESSION AGREEMENT

This The Groves Community Development District Grill Concession Agreement, dated as of March 1, 2020 (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 its principal office at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, (the “**District**”) and **Amelia Island Catering, Inc.**, a Florida corporation, d/b/a Catered by Vesh with a mailing address of 3910 Lake Joyce Drive, Land O’ Lakes, Florida 34639 (“**Catered by Vesh**”).

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; 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 Catered by Vesh to provide food and beverage service at the civic center; and

WHEREAS, in order to provide food and beverage services for the District’s residents and the general public at the District’s civic center, the District desires to grant Catered by Vesh a non-transferable license to serve food and beverages at the civic center. This Concession Agreement replaces and supersedes the previous agreement for use of the Bar, Lanai, Kitchen and Restaurant Equipment; and

WHEREAS, Catered by Vesh 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 Catered by Vesh so Catered by Vesh may offer alcoholic beverages for sale at the civic center.

Operative Provisions

1. **Grant of License.** The District hereby grants to Catered by Vesh a non-transferable license to enter upon the grill room and the bar area (the “**Bar**”), the lanai (the “**Lanai**”), the kitchen and storage area (the “**Kitchen**”), the furniture, and the District owned kitchen equipment listed in **Exhibit “A”** (the “**Restaurant Equipment**”) for the purpose of providing the food and beverage services listed in this Concession Agreement. Catered by Vesh shall keep the Restaurant Equipment as well as any kitchen equipment owned by Catered by Vesh labelled at all times and shall allow District staff to inventory the Restaurant Equipment when requested by the District. The Bar, the Lanai, the

Kitchen, and the Restaurant Equipment are, collectively, referred to herein as the “**Premises**” in this Concession Agreement. The Bar, the Lanai, and the Kitchen are depicted in the floorplan shown in **Exhibit “B”** attached hereto. The District also hereby grants Catered by Vesh the non-exclusive right to use 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 Concession Agreement shall be deemed to create a mere 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 Premises or in or to anything contained therein or thereon.

From time to time, Catered by Vesh may desire to use or rent space for special events in the civic center. Catered by Vesh acknowledges that the adjacent ballroom, ballroom kitchen and its storage room, card room, craft room, and cabana are multi-purpose rooms utilized for a variety of community events and that Catered by Vesh shall not have exclusive use or control over these areas. Catered by Vesh may rent these areas from the District for restaurant related activities, e.g., banquet service, parties, weddings, golf tournaments, and similar events, if any of these rooms have not been previously reserved for a use that cannot be accommodated in the Premises. The Groves Community Development District on-site field manager shall keep and maintain a reservation schedule for these areas. Catered by Vesh may rent these areas from The Groves Community Development District for such events, provided that they have not already been booked, by providing a written request in advance to The Groves Community Development District field manager.

2. **Term.** The initial term of this Concession Agreement shall commence on March 1, 2020 and end on February 28, 2021 (the “**Initial Term**”). At the end of the Initial Term, this Concession Agreement shall automatically renew for a term of one (1) year. 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. Catered by Vesh further acknowledges and agrees that this Concession Agreement replaces and supersedes any and all agreements or leases previously entered into between Catered by Vesh and The Groves Golf and Country Club Master Association, Inc. or any agreements between Catered by Vesh and The Groves Community Development District.

3. **Use of Premises.** It is understood that the Premises are 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. Catered by Vesh shall not use or authorize the Premises to be used for any unlawful purpose or any use that would constitute a nuisance, or interfere with, annoy, or disturb any other party. Except for Federal Holidays, Catered by Vesh shall keep the grill open and fully operational during regular business hours to be determined by the Parties. In addition to the normal operating hours, Catered by Vesh agrees to provide food and beverage services for special community events including golf tournaments. Catered by Vesh may not install vending machines on the Premises without prior written approval from the District. If Catered by Vesh installs any vending machines, the parties agree that Catered by Vesh shall be solely responsible for gross receipts tax remittances to the Florida

Department of Revenue and display required notices on any food or beverage vending machines in accordance with state law.

4. **Liquor License.** During the term of this Concession Agreement, the District shall transfer the District's liquor license to Catered by Vesh in accordance with the provisions of Section 561.20(2)(h), Florida Statutes. Catered by Vesh shall at all times qualify for and maintain in good standing its status as an active licensee on the liquor license governing the Premises, in compliance with all federal, state and local requirements. Catered by Vesh shall abide by the terms of the liquor license at all times. In addition, Catered by Vesh shall throughout the Term 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. Catered by Vesh shall provide written proof of all such training to the District each year.

Upon termination of this Concession Agreement, Catered by Vesh shall cooperate with the District to promptly and immediately cause the withdrawal of Catered by Vesh'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 Catered by Vesh's Security Deposit to the District and shall constitute an Event of Default. Catered by Vesh's obligation under this Section shall survive the expiration or earlier termination of this Concession Agreement. Catered by Vesh shall pay the District 50% of the fees for transferring and renewing for the liquor license.

5. **Concession Fee.** Catered by Vesh hereby covenants and agrees to pay, together with any additional Concession Fee as set forth in Paragraph 6, during the term hereof, to the District, on the commencement date of this Concession Agreement, and on the first day of each and every month thereafter for the term hereof, a monthly Concession Fee of \$1.00 plus state sales tax (the "**Concession Fee**"). As additional Concession Fee each month, Catered by Vesh shall pay the District the cost of the electricity for the Premises (the "**Utilities**"). The electric charges shall be based on the following formula: The total electricity invoice for the District civic center shall be divided by the total monthly kilowatt hours in order to determine the hourly kilowatt charge. The hourly kilowatt charge shall be multiplied by the total kilowatt usage as measured by the three (3) electric meters dedicated to the Premises.

The cost of the Utilities shall be invoiced to Catered by Vesh on a monthly basis and shall be due and payable within thirty (30) days from the invoice date. If this Concession Agreement commences on any day other than the first day of the month, Catered by Vesh shall use the Premises under the terms, conditions, and provisions of this Concession Agreement, and the pro rata portion of the Concession Fee and Utilities for said month shall be paid by the first day of the following month.

6. **Taxes, Fines, or Fees.** Catered by Vesh hereby covenants and agrees to pay any sales tax, use taxes, intangible taxes, tangible taxes, employment taxes, real estate taxes, property taxes, special assessments, or any other taxes, fines, or fees, now or hereafter imposed by the United States of America, the State of Florida, Pasco County, or any other governmental unit with jurisdiction over the District notwithstanding the fact that such statute, ordinance, or enactment imposing the same may endeavor to impose any sales taxes, use taxes, intangible taxes, tangible taxes, real estate taxes, property taxes, special assessments, or any other taxes, fines, or fees on the District from the use of the Premises by Catered by Vesh. Catered by Vesh shall provide the District with a report of any taxes, fines, fees, or assessments paid by Catered by Vesh on the Premises for that year.

7. **Security Deposit.** Catered by Vesh shall pay the District a security deposit in the amount of \$3,000 (the “**Security Deposit**”). Upon the occurrence of any default, 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. In the event of any application of the Security Deposit, Catered by Vesh 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 Catered by Vesh under the Concession Agreement. If Catered by Vesh complies with all of the terms and conditions of this Concession Agreement and promptly pays all Concession Fee and other amounts due under this Concession Agreement as and when they become due, the Security Deposit shall be returned in full to Catered by Vesh upon termination of this Concession Agreement. In the event of bankruptcy or other debtor/creditor proceedings against Catered by Vesh, the Security Deposit shall be deemed to be applied first to payment of the Concession Fee and then to any additional Concession Fee or other charges due District for the periods prior to filing of such proceedings.

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

9. **Ordinances and Regulations.** Catered by Vesh hereby covenants and agrees to comply with all rules, regulations, laws, or ordinances of any governmental agencies having jurisdiction over the Premises, and with all ordinances and regulations or governmental authorities wherein the Premises are located, at Catered by Vesh’s sole cost and expense, but only insofar as any of such rules, ordinances, and regulations pertain to the manner in which Catered by Vesh shall use the Premises.

10. **Signs.** Catered by Vesh shall not place or authorize any other party to place any sign or other advertising matter or material on the Premises without the written consent of the District.

11. **Services.**

(a) Catered by Vesh acknowledges and agrees that it will use the Premises “As Is” and that the District is not responsible for making any alterations, repairs, or improvements to the Premises. Catered by Vesh has inspected the Premises and acknowledges that the equipment and facilities located on the Premises including, but not limited to, the existing heating and air conditioning units, are adequate for the intended use of the Premises by Catered by Vesh.

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

(c) Catered by Vesh, 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, exhaust hoods, grease traps and related fire suppression equipment required by Pasco County. Catered by Vesh, at its sole cost and expense, is responsible for pest control for the Premises. Catered by Vesh shall provide written documentation of any inspections and repairs to the District.

(d) Catered by Vesh, 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 Premises. Catered by Vesh shall power wash the loading area from time to time as determined by the District.

(e) Catered by Vesh, at its sole cost and expense, is responsible for its own gas utilities, installing its own telephone and communication lines to serve the Premises, its own point of sale system, and carpet cleaning and/or replacement.

(f) Catered by Vesh, at its sole cost and expense, shall replace the light bulbs in the Premises. Except as otherwise provided in this Concession Agreement, if at any time the Premises (including the Restaurant Equipment) is in need of an alteration, improvement, repair or replacement, Catered by Vesh shall be solely responsible for such costs.

(g) Unless authorized in writing by the District, Catered by Vesh 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.

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

12. **Alterations.** The District is not obligated to make any alterations, repairs, or upgrades to the Premises. Catered by Vesh shall maintain the interior of the Premises and every part thereof in good repair and in a safe condition. Catered by Vesh shall not

make any alterations, additions, or improvements to or of the Premises 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, Catered by Vesh 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 Catered by Vesh's sole cost and expense, and Catered by Vesh 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 Premises. If required by the District, such alterations shall be removed by Catered by Vesh upon the termination or sooner expiration of the term of this Concession Agreement and Catered by Vesh shall repair damage to the premises caused by such removal, all at Catered by Vesh's cost and expense. If any permanent equipment or alteration that Catered by Vesh installs in the Premises 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 Catered by Vesh and that may be removed at the termination of this Concession Agreement without damaging the Premises shall remain the property of Catered by Vesh.

13. **Right of Entry.** The District, its agents and representatives shall have the right to enter into and upon any part of the Premises at any time during normal business hours. Catered by Vesh shall not be entitled to any abatement or reduction of Concession Fee by reason thereof. 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 Catered by Vesh'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 Catered by Vesh. A manager of Catered by Vesh must be present if the District desires to enter upon the Premises after business hours.

14 **Utilities.** The District shall not be liable for any interruption or failure of utility services furnished through District to the Premises.

15. **Access Control.** Catered by Vesh shall lock and secure the Premises at night and at all other times the restaurant is not open for business. The District shall not be liable to Catered by Vesh, and Catered by Vesh shall not make any claim against the District for any loss Catered by Vesh may incur by reason of break-ins, burglaries, theft, acts of vandalism, personal injury or death. The District agrees to furnish Catered by Vesh a set of keys for each door entering the Premises. Additional keys will be furnished at a reasonable charge by the District on an order signed by Catered by Vesh'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 Premises without the District's written permission, and Catered by Vesh shall not make, or permit to be made, any duplicate keys, except those furnished by the District. Upon termination of this Concession Agreement, Catered by Vesh shall surrender to District all keys for the Premises and give to District an explanation of the combinations for all locks and safes, if any, that will remain in the Premises after the termination of this Concession Agreement. In the event Catered by Vesh loses or misplaces key(s), Catered by Vesh 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.

16. **Destruction of Premises.** If the Premises are totally destroyed or substantially damaged by fire or other casualty, both the District and Catered by Vesh 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, and if the Concession Agreement be so terminated, all Concession Fee shall cease as of the date of such destruction and any prepaid Concession Fee shall be refunded.

17. **Loss or Damage.**

(a) The District shall not be liable to carry fire, casualty, or extended damage insurance on the person or property of Catered by Vesh or any person or property which may now or hereafter be placed on the Premises. Catered by Vesh 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 Catered by Vesh. 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.

18. **Insurance.**

(a) Catered by Vesh 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 Premises.

(b) Catered by Vesh shall procure and maintain in force at all times during the term of this Concession Agreement general liability insurance insuring the District and Catered by Vesh (and naming all of them in the policy) against any liability whatsoever occasioned by any accident on or about the Premises 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. Catered by Vesh 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 Catered by Vesh (and naming all of them in the policy) against any liability whatsoever arising out of the sale or service of alcoholic beverages, for a minimum amount of \$1,000,000.00.

(c) All insurance required 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 Catered by Vesh. 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 of this Concession Agreement. Catered by Vesh 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.

(d) Catered by Vesh shall maintain workers’ compensation insurance for its employees as required under Florida law.

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

20. **Liens.** Catered by Vesh 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 Catered by Vesh to the Premises. Catered by Vesh 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 Catered by Vesh, 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 Premises. Notwithstanding anything to the contrary in this Concession Agreement, the District shall not be liable for, and the interest of District in the Premises shall not be subject to, any construction, mechanics, materialmen’s or laborers’ liens for improvements or work made by or for Catered by Vesh; and this Concession Agreement specifically prohibits the subjecting of District’s interest in the Premises to any construction, mechanics’, materialmen’s or laborers’ liens for improvements made by Catered by Vesh or for which Catered by Vesh is responsible for payment under the terms of this Concession Agreement. Catered by Vesh 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 Premises. In the event any notice or claim of lien shall be asserted of record against the interest of District in the Premises on account of or growing out of any improvement or work done by or for Catered by Vesh or any person claiming by, through or under Catered by Vesh, or for improvements or work the cost of which is the responsibility of

Catered by Vesh, Catered by Vesh agrees to have such notice or claim of lien cancelled and discharged of record within thirty (30) days after notice to Catered by Vesh 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. Catered by Vesh may contest any such lien after discharging the same by transfer to bond or deposit pursuant to Florida Law.

21. **Catered by Vesh's Property.** All personal property belonging to Catered by Vesh or to Catered by Vesh's agents, employees, licensees, located on, in or about the Premises shall be there at the sole risk of Catered by Vesh or such other person. Neither the District nor its agents shall be liable for any damage or loss to either person, property, or business of Catered by Vesh from any cause whatsoever including, but not limited to, loss or damage caused in whole or in part by or resulting from the Premises 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 Premises, or from pipes, appliances, plumbing work of the same, the roof, street subsurface or from any other place. Neither District nor its agents shall be liable for any loss or damage caused by Catered by Vesh, if any, or other persons in the Premises, 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 Catered by Vesh to insure, at its expense any and all property of any nature whatsoever of Catered by Vesh's located on the Premises.

22. **Default and Remedies.**

22.1 **Catered by Vesh's Default.** It shall be an "Event of Default" if Catered by Vesh 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 Catered by Vesh respecting Catered by Vesh's insurance requirements as specified herein, and such violation or failure shall continue for five (5) business days after written notice thereof to Catered by Vesh by the District; (iii) violate or fail to perform any of the other conditions, covenants or agreements herein made by Catered by Vesh, and such violation or failure shall continue for 15 days after written notice thereof to Catered by Vesh 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 Catered by Vesh 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 Catered by Vesh seeking any relief mentioned in (iv) above; and (vi) have a trustee, receiver or liquidator appointed for Catered by Vesh 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 Catered by Vesh 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 Catered by Vesh to District under this Concession Agreement shall bear interest at the interest rate listed in Paragraph 23 from the date due until paid.

22.2 **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 maintain 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 Catered by Vesh 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 or any applicable renewal term in the absence of any termination, attorneys' fees, other marketing and collection costs, the cash value of any concessions granted to Catered by Vesh and all expenses of placing the Premises 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 initially.

22.3 **Lien for Concession Fee and Utilities.** In order to secure Catered by Vesh's payment of all Concession Fees and Utilities and other sums due hereunder, Catered by Vesh hereby grants to the District an express contractual lien upon all property of Catered by Vesh now or hereafter placed in or upon the Premises, except such part of such property as may be exchanged, replaced or sold from time to time in the ordinary course of Catered by Vesh's operations. All such property will be and remain subject to such lien of the District, and subject to foreclosure in accordance with the applicable laws of the State of Florida. Such express lien will be in addition to and cumulative of any District's lien provided by the laws of the State of Florida. For the purpose of securing all Concession Fee and other sums due hereunder, this Concession Agreement shall also be deemed a security agreement under the Uniform Commercial Code as such is in effect in the State of Florida, and District shall have all rights and remedies provided by such Uniform Commercial Code. The District and Catered by Vesh agree that five (5) days notice of public or private sale in the event of foreclosure of the right of the District under this security agreement shall be reasonable notice. Upon the District's request, Catered by Vesh agrees to execute from time to time Uniform Commercial Code financing statements required by the District to perfect the lien hereby created.

22.4 **Survival.** All of Catered by Vesh's obligations under this Section shall survive the termination of this Concession Agreement.

23. **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, Catered by Vesh 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.

24. **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 Catered by Vesh shall not be construed to be other than a payment on the account of the amounts then due, nor shall any statement on Catered by Vesh's check or letter accompanying Catered by Vesh'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.

25. **Indemnification.**

(a) To the extent permitted by law, Catered by Vesh 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 Catered by Vesh, its agents or employees. The District shall not be liable to Catered by Vesh or Catered by Vesh's agents, employees, invitees, or visitors for any damage to persons or property due to condition, design, or defect in the Premises which may now exist or hereafter occur, including acts of negligence of others. Catered by Vesh assumes all risks of damage to persons or property. This section shall survive the termination of the Concession Agreement.

(b) To the extent permitted by law, the District will indemnify and save harmless Catered by Vesh 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.

26. **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, requisition or order of governmental body or authority.

27. **Hazardous Waste.** Without limiting the foregoing, Catered by Vesh 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. Catered by Vesh 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 Premises. Catered by Vesh 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. Catered by Vesh shall not handle, use, generate, manufacture, store or dispose of Hazardous Materials in, upon, under or about the Premises, provided that, Hazardous Materials in amounts permitted by law and stored in accordance with applicable law shall be permitted (i.e. cleaning materials). Catered by Vesh 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 Premises; (b) any Spill or Hazardous Material affecting the Premises, including any loss of value of the Premises as a result of a Spill or the presence of Hazardous Material; or (c) any other matter affecting the Premises as a result of Catered by Vesh’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 Catered by Vesh, (iii) the cost of any required or necessary repair, clean-up or detoxification of the Concession Agreement Premises; and (iv) the cost of preparation of any closure or other plans required under the Hazardous Waste Law, necessary to sell or rent the Premises.

28. **Invalidity of Particular Provisions.** If any term or provisions of this Concession Agreement 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.

29. **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.

30. **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.

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

32. **Rules and Regulations.** The rules and regulations in regard to the building which the District may hereafter, from time to time, adopt and promulgate for the government and management of said building, are hereby made a part of this Concession Agreement and shall, during the said term be in all things observed and performed by Catered by Vesh and by Catered by Vesh's employees, servants, agents, invitees or visitors.

33. **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 Premises or the civic center Facilities. Catered by Vesh will make no claim on account of any representations whatsoever, whether made by any Concession Feeing agent, broker, officer or other representative of the District or which may be contained in any circular, prospectus or advertisement relating to the Premises, the civic center or otherwise, unless the same is specifically set forth in this Concession Agreement.

34. **Interpretation.** The covenants and agreements herein contained shall bind, and the benefit and advantages hereof shall inure to, the respective heirs, legal representatives, successors and assigns of the District and Catered by Vesh. 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 Catered by Vesh'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 Catered by Vesh, 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.

35. **Governing Law and Venue.** This Concession Agreement shall be construed in accordance with the laws of the State of Florida. The District and Catered by Vesh (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 Premises are located and that venue for any action to any Guaranty of Concession Fee Payment) shall be in Pasco County where the Premises are located.

36. **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 or bankruptcy.

37. **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 Catered by Vesh 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.

38. **No Offer.** Submission of this Concession Agreement by the District to Catered by Vesh 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 Catered by Vesh and the District.

39. **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.

40. **Catered by Vesh's Authority.** Catered by Vesh makes the following representations to District, on which District is entitled to rely in executing this Concession Agreement: (i) Catered by Vesh 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 Catered by Vesh is bound.

41. **Brokerage.** Catered by Vesh 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, Catered by Vesh 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 claims.

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

43. **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.

44. **Public Records.** Catered by Vesh understands and agrees that all documents of any kind provided to the District in connection with this Agreement are public records and will be treated as such in accordance with Florida law. Consistent therewith, Catered by Vesh agrees to comply with public records laws, including but not limited to Section 119.0701, Florida Statutes and other applicable law. Additionally, Catered by Vesh agrees to protect and treat as confidential any records that may be exempt from disclosure under Section 119.071, Florida Statutes, including but not limited to those relating to “security system plans” under Subsection 119.071(3), Florida Statutes. As required under Section 119.0701, Florida Statutes, Catered by Vesh 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 Catered by Vesh does not transfer the records to the District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of Catered by Vesh 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 CATERED BY VESH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CATERED BY VESH’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-933-5571 OR AT 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FLORIDA 33625.

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

- Exhibit A - Furniture, Fixtures and Other Non-Perishable Property
- Exhibit B - Floor Plan identifying the Premises
- Exhibit C - Guaranty of Payment and Performance

IN WITNESS WHEREOF, Catered by Vesh 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: _____
Name: _____

By: _____
Name: _____

Witnesses:

By: _____
Name: _____

By: _____
Name: _____

**The Groves
Community Development District**

By: _____
William Boutin
Chair of the Board of Supervisors

Amelia Island Catering, Inc.
a Florida corporation
d/b/a Catered by Vesh

By: _____
Mark S. Vesh, President

Exhibit “A” – Inventory List

Vesh Owned Restaurant Equipment

- Large Convection Oven
- 2 Hot Boxes
- 1 commercial Microwave
- Large walk in cooler(outside)
- All shelves and chafers outside
- Standing mixer
- 3 Rolling racks
- 2 equipment stands
- 3 rolling work stations
- 2 Alto shams
- 1 half convection oven
- Large slicer
- 2 fryers
- All green racks
- 2 small freezers
- 1 black rack
- Flat top
- Can rack
- 3 metro racks
- Bug light zapper
- Posi touch system
- Hotdog machine
- 3 TV's
- Yellow/black service station and 2 Cabinets
- Office stuff
- 1 Cargo Container
- 1 Dishwasher (leased)
- Plates, glasses, and silverware located in storage area.

The Groves Community Development District Owned Restaurant Equipment

- Hood Vent
- Steam Table
- 2 Prep coolers (1-1door 1-2door 1-3 door)
- 1-3 Compartment sink
- 2 rolling racks
- 1 work station

- Soda machine
- 2 Large Draft Beer coolers
- 30 Dining room chairs
- Ice machine
- 1 Microwave
- Ice holder
- 3 Bar coolers
- Liquor rack
- 10 Dining room tables
- Bar 3 compartment sink with hand sink
- 13 Bar stools
- Range
- Walk in Cooler
- Liquor Unit.
- Built In Storage Unit.
- Bar Area.

EXHIBIT “B”

Insert Floor Plan of Premises

Exhibit "B" to the 2020 Concession Agreement

The Groves Clubhouse

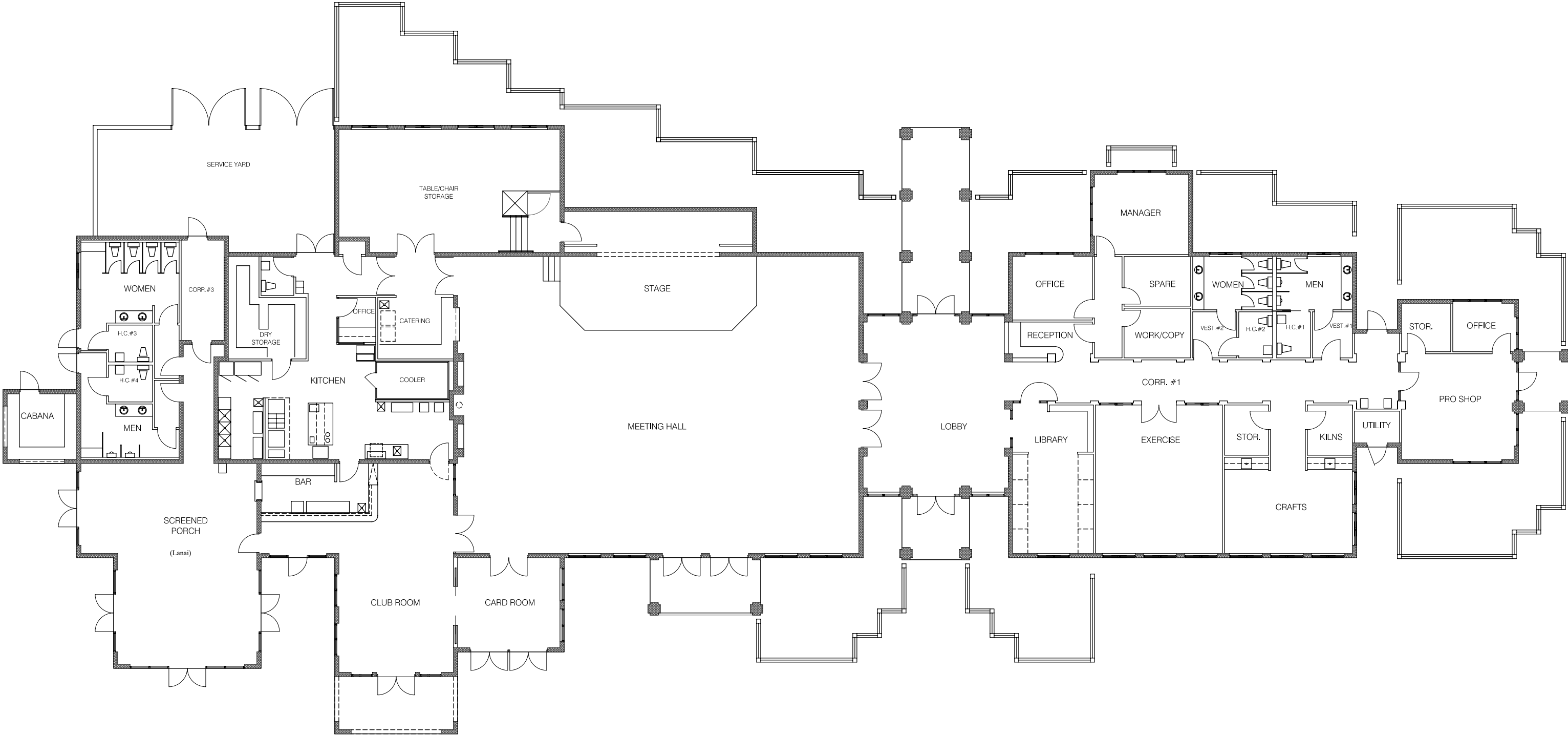


EXHIBIT “C”

GUARANTY OF PAYMENT AND PERFORMANCE

For valuable consideration, the undersigned irrevocably and unconditionally guaranties to District the full, faithful and punctual payment of the Concession Agreement obligations and performance by Catered by Vesh of all of Catered by Vesh’s obligations, covenants and agreements contained in this Concession Agreement dated March 1, 2020 for the Premises located at 7924 Melogold Circle, Land O’Lakes, Florida 34637, by and between The Groves Community Development District and Amelia Island Catering, Inc., as Catered by Vesh, or any extensions or renewals thereof, and agrees that any extensions, postponements, either of payment or enforcement, waivers, releases of any rights against any party, or releases of any security shall not affect the undersigned’s absolute and unconditional liability hereunder. District shall not be obligated to proceed first against Catered by Vesh before proceeding against Guarantor(s) upon any event of default. If Guarantor(s) are principals, officers, directors or otherwise related to Catered by Vesh, any notice given to Catered by Vesh shall be deemed to have been given and received by Guarantors. Demand, notice of default or of nonpayment, and all suretyship defenses whatsoever are hereby waived.

Dated, signed, sealed, and delivered as of the date set forth above, on the Concession Agreement to which this Guaranty is attached.

Guarantor

Mark S. Vesh