

The Groves Community Development District

Board of Supervisors' Meeting September 1, 2020

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

www.thegrovescdd.org

Professionals in Community Management

THE GROVES COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors	Bill Boutin Richard Loar Jimmy Allison James Nearey Christina Cunningham	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Matthew Huber	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.

6. SUPERVISOR REQUESTS

7. 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, Matthew Huber District Manager

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

August 24, 2020

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, September 1, 2020 at 10:00 a.m.** to be held by communication media technology pursuant to Governor DeSantis' Executive Order 20-179 as extended by Executive Order 20-193. The following is the agenda for this meeting.

1. CALL TO ORDER/ROLL CALL

2. AUDIENCE COMMENTS

3. BUSINESS ITEMS

- A. Update on Restaurant Vendor Negotiations
- B. Review of Proposals Received for Micro-Surfacing Roads (USC)
- C. Discussion Regarding Geico/Williams Claim
- E. Discussion Regarding Pool Hours Request
- F. Consideration of Concession Lease Agreement......Tab 2
- G. Discussion Regarding District Newsletter Assignments......Tab 3

4. BUSINESS ADMINISTRATION

А.	Consideration of Minutes of the Board of Supervisors'
	Special Meeting held on July 31, 2020Tab 4
В.	Consideration of Minutes of the Board of Supervisors'

- Regular Meeting held on August 4, 2020......Tab 5
- C. Consideration of Minutes of the Board of Supervisors' Special Meeting Held on August 11, 2020......Tab 6
- D. Consideration of Operation & Maintenance Expenditures for July 2020......Tab 7

5. STAFF REPORTS

- A. District Counsel
- B. District Engineer
- C. Aquatics Report.....Tab 8
- D. Clubhouse Manager
- Review of Monthly Report.....Tab 9
 Consideration of Proposals.....Tab 10
- E. District Manager

6. SUPERVISOR REQUESTS

7. 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, Matthew Huber District Manager Tab 1

THE GROVES COMMUNITY DEVELOPMENT DISTRICT GRILL CONCESSION LEASE AGREEMENT

This The Groves Community Development District Grill Concession Lease Agreement, dated as of October 15, 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 Bayscape Enterprises, LLC, a Florida limited liability company, with a mailing address of 1011 Wisper Run Court, Lutz, Florida 33558 ("Bayscape").

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

WHERAS, 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 Bayscape 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 Bayscape a non-transferable lease and license to serve food and beverages at the civic center; and

WHEREAS, Bayscape 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 Bayscape so Bayscape may offer alcoholic beverages for sale at the civic center.

Operative Provisions

1. <u>Lease of Restaurant</u>. In consideration of the mutual promises, covenants and conditions herein contained, the District hereby leases, lets and demises unto Bayscape, and Bayscape hereby rents of from the District, the grill room and the bar area (the "**Bar**"), the lanai (the "**Lanai**"), the club room (the "**Club Room**"), 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. Bayscape shall keep the Restaurant Equipment as well as any kitchen equipment owned by Bayscape listed in **Exhibit "B**" labelled at all times and shall allow District staff to inventory the Restaurant Equipment when requested by the District. The Bar, the Lanai, the Club Room, the Kitchen, and the Restaurant Equipment are, collectively, referred to herein as the "**Restaurant**" in this Concession Agreement. The Bar, the Lanai, the Club Room and the Kitchen are depicted in the floorplan shown in **Exhibit "C"** attached hereto. TENANT HAS ONLY A LEASEHOLD INTEREST IN THE RESTAURANT AND HAS NO OWNERSHIP INTEREST WHATSOEVER IN THE RESTAURANT OR THE CIVIC CENTER. NOTWITHSTANDING THE FOREGOING, BAYSCAPE ACKNOWLEDGES AND AGREES THAT THE PUBLIC MAY USE THE CLUBROOM AND THE LANAI TO ACCESS THE POOL, THE RESTROOMS AND THE CIVIC CENTER DURING HOURS THE RESTAURANT IS NOT OPEN.

2. Grant of License. The District hereby grants Bayscape non-exclusive license 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 Section 2 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 areas described in this Section 2 or in or to anything contained therein or thereon. From time to time, Bayscape may desire to use or rent space for special events in the civic center. Bayscape 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 Bayscape shall not have exclusive use or control over these areas. Bayscape 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 Restaurant. The Groves Community Development District on-site field manager shall keep and maintain a reservation schedule for these areas. Bayscape 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.

3. <u>Term</u>. The initial term of this Concession Agreement shall commence on October 15, 2020 and end on October 14, 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.

4. <u>Use of Restaurant</u>. It is understood that the Restaurant is to be used solely for the purpose of providing food, beverage and catering services to the general public and for no other purpose without prior written consent of the District. Bayscape shall not use or authorize the Restaurant to be used for any unlawful purpose or any use that would constitute a nuisance, or interfere with, annoy, or disturb any other party. Bayscape shall obtain and maintain, at Bayscape's expense all licenses and approvals required by law or the holder of any copyright in connection with the use of copyrighted materials, regardless of how such copyrighted materials are displayed, broadcasted, or performed for all events or activities held or sponsored by Bayscape. Bayscape shall not

sponsor, book, operate or allow to be operated any "R" or "X" rated events at the civic center. Except for Federal Holidays, Bayscape 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, Bayscape agrees to provide food and beverage services for special community events including golf tournaments. Bayscape may not install vending machines on the Restaurant without prior written approval from the District. If Bayscape installs any vending machines, the parties agree that Bayscape 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.

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

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

6. <u>Concession Fee</u>. Bayscape 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 \$500.00 plus state sales tax (the "Concession Fee"). As additional Concession Fee each month, Bayscape shall pay the District the cost of the electricity for the Restaurant (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 Restaurant.

The cost of the Utilities shall be invoiced to Bayscape 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, Bayscape shall use the Restaurant 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. During the first year of the Concession Agreement, the District shall pay the monthly cost for potable water used by the Restaurant. After the Initial Term, Bayscapse shall pay the cost for potable water used by the Restaurant.

7. <u>**Taxes, Fines, or Fees.</u>** Bayscape 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 Restaurant by Bayscape. Bayscape shall provide the District with a report of any taxes, fines, fees, or assessments paid by Bayscape on the Restaurant for that year.</u>

Security Deposit. Bayscape shall pay the District a security deposit in the 8. amount of \$5,000 (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, Bayscape 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 Bayscape under the Concession Agreement. If Bayscape 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 Bayscape upon termination of this Concession Agreement. In the event of bankruptcy or other debtor/creditor proceedings against Bayscape, 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.

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

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

11. <u>Signs</u>. Bayscape shall not place or authorize any other party to place any sign or other advertising matter or material on the Restaurant without the written consent of the District.

12. Services.

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

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

(c) Bayscape, 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. Bayscape, at its sole cost and expense, is responsible for pest control for the Restaurant. Bayscape shall provide written documentation of any inspections and repairs to the District.

(d) Bayscape, at its sole cost and expense, is responsible for adequate disposal of all refuse from its operations along with the adequate cleaning of the loading area located outside of the Restaurant. Bayscape shall power wash the loading area from time to time as determined by the District.

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

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

(g) Unless authorized in writing by the District, Bayscape 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) Bayscape, at its sole cost and expense, shall ensure it complies with Florida's food service employee training and food service manager certification requirements. Bayscape shall provide written documentation of the required training

each year.

13. Surrender of the Premises. Upon termination of this Concession Agreement, Bayscape shall surrender the Restaurant to District, together with all furniture, fixtures and equipment existing on the Commencement Date and all personal property set listed in this Concession Agreement, in broom clean condition and in good working order and repair, reasonable wear and tear excepted. Prior to expiration of the Concession Agreement, Bayscape may remove and replace with the equipment existing on the commencement date, which shall be in working order, any restaurant equipment or fixtures installed by Bayscape, or alternatively, Bayscape may provide a reasonable replacement (in good working order and condition) for missing items of District's property, provided Bayscape repairs all damage caused by such removal and restores the appearance of the affected area to its prior condition. Any such equipment installed by Bayscape which remains in the Restaurant after termination of the Concession Agreement shall become the property of District. In the event of Bayscape's failure to surrender the Restaurant and the District's property in the condition required, the District may restore the Restaurant to such condition and replace any missing part of the District's property, and Bayscape shall pay the reasonable cost thereof on demand. In the event of Bayscape's failure to surrender the Restaurant in the condition required, the District may restore the Restaurant to its prior condition, and Bayscape shall pay the reasonable cost thereof on demand.

14. <u>Alterations</u>. The District is not obligated to make any alterations, repairs, or upgrades to the Restaurant or any equipment owned by Bayscape. Bayscape shall maintain the interior of the Restaurant and every part thereof in good repair and in a safe condition. Bayscape shall not make any alterations, additions, or improvements to or of the Restaurant or any part thereof, without prior written consent of the District, which consent the District covenants and agrees shall not be unreasonably withheld. In its request for alterations, Bayscape 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 Bayscape's sole cost and expense, and Bayscape shall hold the District harmless on account of the cost thereof. Any such alterations shall be made at such times and in such manner as not to unreasonably interfere with the occupation, use, and enjoyment of the remainder of the building by any other users of the Restaurant. If required by the District, such alterations shall be removed by Bayscape upon the termination or sooner expiration of the term of this Concession Agreement and Bayscape shall repair damage to the Restaurant caused by such removal, all at Bayscape's cost and expense. If any permanent equipment or alteration that Bayscape installs in the Restaurant is not removed at the termination of this Concession Agreement, then that improvement, equipment or alteration shall become property of the District. Any improvement, equipment, or alteration that is installed by Bayscape and that may be removed at the termination of this Concession Agreement without damaging the Restaurant shall remain the property of Bayscape.

15. <u>Right of Entry</u>. The District, its agents and representatives shall have the right to enter into and upon any part of the Restaurant at any time during normal business hours. Bayscape 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 Bayscape'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 Bayscape. A manager of Bayscape must be present if the District desires to enter upon the Restaurant after business hours.

16. <u>Utilities</u>. The District shall not be liable for any interruption or failure of utility services furnished through District to the Restaurant.

Access Control. Bayscape shall lock and secure the Restaurant at night 17. and at all other times the restaurant is not open for business. The District shall not be liable to Bayscape, and Bayscape shall not make any claim against the District for any loss Bayscape may incur by reason of break-ins, burglaries, theft, acts of vandalism, personal injury or death. The District agrees to furnish Bayscape a set of keys for each door entering the Restaurant. Additional keys will be furnished at a reasonable charge by the District on an order signed by Bayscape's authorized representative. All such keys shall remain the property of the District. No additional locks or changes to existing locks shall be allowed on any door of the Restaurant without the District's written permission, and Bayscape shall not make, or permit to be made, any duplicate keys, except those furnished by the District. Upon termination of this Concession Agreement, Bayscape shall surrender to District all keys for the Restaurant and give to District an explanation of the combinations for all locks and safes, if any, that will remain in the Restaurant after the termination of this Concession Agreement. In the event Bayscape loses or misplaces key(s). Bayscape 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. <u>Destruction of Restaurant</u>. If the Restaurant are totally destroyed or substantially damaged by fire or other casualty, both the District and Bayscape 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.

18. Loss or Damage.

(a) The District shall not be liable to carry fire, casualty, or extended damage insurance on the person or property of Bayscape or any person or property which may now or hereafter be placed on the Restaurant. Bayscape 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 Bayscape. This section shall survive the termination of the Concession Agreement.

(b) The District shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, water, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority, or inconvenience which may arise through repair or alteration of any part of the building, its equipment or mechanical systems or failure to make any such repairs or from any cause whatsoever unless caused solely by the District's negligence. This section shall survive the termination of the Concession Agreement.

19. <u>Insurance</u>.

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

(b) Bayscape shall procure and maintain in force at all times during the term of this Concession Agreement general liability insurance insuring the District and Bayscape (and naming all of them in the policy) against any liability whatsoever occasioned by any accident on or about the Restaurant or any appurtenance thereto, in minimum amounts of \$1,000,000.00 for injury to any one person and \$100,000.00 for property damage with excess umbrella coverage over and above such primary coverage for at least \$1,000,000.00. Bayscape 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 Bayscape (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 Bayscape. 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. Bayscape 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) Bayscape shall maintain workers' compensation insurance for its employees as required under Florida law.

20. <u>Assignment</u>. Bayscape 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 Bayscape from any obligations hereunder for the payment of

Concession Fees or the performance of the conditions, covenants, and provisions of this Concession Agreement.

21. Liens. Bayscape 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 Bayscape to the Restaurant. Bayscape 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 Bayscape, and against any and all construction, mechanic's, materialmen's or laborers' liens arising out of or from such work which may be asserted, claimed or charged against the Restaurant. Notwithstanding anything to the contrary in this Concession Agreement, the District shall not be liable for, and the interest of District in the Restaurant shall not be subject to, any construction, mechanics, materialmen's or laborers' liens for improvements or work made by or for Bayscape; and this Concession Agreement specifically prohibits the subjecting of District's interest in the Restaurant to any construction, mechanics', materialmen's or laborers' liens for improvements made by Bayscape or for which Bayscape is responsible for payment under the terms of this Concession Agreement. Bayscape shall provide a copy of this Section of the Concession Agreement to all contractors, materialmen, laborers and suppliers before allowing any materials to be delivered or work to be performed in the Restaurant. In the event any notice or claim of lien shall be asserted of record against the interest of District in the Restaurant on account of or growing out of any improvement or work done by or for Bayscape or any person claiming by, through or under Bayscape, or for improvements or work the cost of which is the responsibility of Bayscape, Bayscape agrees to have such notice or claim of lien cancelled and discharged of record within thirty (30) days after notice to Bayscape 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. Bayscape may contest any such lien after discharging the same by transfer to bond or deposit pursuant to Florida Law.

22. <u>Bayscape's Property</u>. All personal property belonging to Bayscape or to Bayscape's agents, employees, licensees, located on, in or about the Restaurant shall be there at the sole risk of Bayscape 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 Bayscape from any cause whatsoever including, but not limited to, loss or damage caused in whole or in part by or resulting from the Restaurant becoming out of repair, theft, falling plaster or other materials and fixtures, fire, explosion, steam, gas, electricity, water, rain, snow, or dampness which may leak or flow from any part of the Restaurant, or from pipes, appliances, plumbing work of the same, the roof, street subsurface or from any other place. Neither District not its agents shall be liable for any loss or damage caused by Bayscape, if any, or other persons in the Restaurant, or caused by operations in the construction of any private, public or quasi-public work. It is expressly agreed that it shall be the sole obligation of Bayscape to insure, at its expense any and all property of any nature whatsoever of Bayscape's located on the Restaurant.

23. Default and Remedies.

23.1 Bayscape's Default. It shall be an "Event of Default" if Bayscape 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 Bayscape respecting Bayscape's insurance requirements as specified herein, and such violation or failure shall continue for five (5) business days after written notice thereof to Bayscape by the District; (iii) violate or fail to perform any of the other conditions, covenants or agreements herein made by Bayscape, and such violation or failure shall continue for 15 days after written notice thereof to Bayscape 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 Bayscape 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 Bayscape seeking any relief mentioned in (iv) above; and (vi) have a trustee, receiver or liquidator appointed for Bayscape 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 Bayscape 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 Bayscape to District under this Concession Agreement shall bear interest at the interest rate listed in Paragraph 24 from the date due until paid.

23.2 <u>Remedies of the District</u>. 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 Bayscape 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 Bayscape and all expenses of placing the Restaurant in first class condition. The District retains the right under this Section to terminate this Concession Agreement, at any time, notwithstanding the District's failure to terminate this Concession Agreement initially.

23.3 <u>Lien for Concession Fee and Utilities</u>. In order to secure Bayscape's payment of all Concession Fees and Utilities and other sums due hereunder, Bayscape hereby grants to the District an express contractual lien upon all property of Bayscape now or hereafter placed in or upon the Restaurant, except such part of such property as may be exchanged, replaced or sold from time to time in the ordinary course of Bayscape'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 Bayscape 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, Bayscape agrees to execute from time to time Uniform Commercial Code financing statements required by the District to perfect the lien hereby created.

23.4 <u>Survival</u>. All of Bayscape's obligations under this Section shall survive the termination of this Concession Agreement.

24. <u>Late Charge</u>. 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, Bayscape shall pay the District a late fee equal to five percent (5.0%) of the payment then due, which amount represents an estimate of the District's administrative costs reasonably related to collecting and accounting for such late payment.

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

26. <u>Indemnification</u>.

(a) To the extent permitted by law, Bayscape 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 Bayscape, its agents or employees. The District shall not be liable to Bayscape or Bayscape's agents, employees, invitees, or visitors for any damage to persons or property due to condition, design, or defect in the Restaurant which may now exist or hereafter occur, including acts of negligence of others. Bayscape 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 Bayscape 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.

27. <u>Force Majeure</u>. 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.

28. Hazardous Waste. Without limiting the foregoing, Bayscape 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 Conversation 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. Bayscape shall notify District promptly in the event of any discharge, spillage, uncontrolled loss, seepage or filtration or oil, petroleum, chemical liquids or solids, liquid or gaseous products or any other Hazardous Materials (a "Spill") or the presence of any substance or material presently or hereafter identified to the toxic or hazardous according to any Hazardous Waste Law, including without limitation, any asbestos, PCBs, radioactive substance, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property (collectively "Hazardous Materials") upon the Restaurant. Bayscape 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. Bayscape shall not handle, use, generate, manufacture, store or dispose of Hazardous Materials in, upon, under or about the Restaurant, provided that, Hazardous Materials in amounts permitted by law and stored in accordance with applicable law shall be permitted (i.e. cleaning materials). Bayscape shall indemnify the District and hold the District harmless, to the extent permitted by applicable law, from and against all loss, penalty, liability, damage an expense suffered or incurred by District related to or arising out of (a) the presence of Hazardous Materials on the Restaurant; (b) any Spill or Hazardous Material affecting the Restaurant, including any loss of value of the Restaurant as a result of a Spill or the presence of Hazardous Material; or (c) any other matter affecting the Restaurant as a result of Bayscape'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 Bayscape, (iii) the cost of any required or necessary repair, clean-up or detoxification of the Concession Agreement Restaurant; and (iv) the cost of preparation of any closure or other plans required under the Hazardous Waste Law, necessary to sell or rent the Restaurant.

29. <u>Invalidity of Particular Provisions</u>. 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.

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

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

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

33. <u>**Rules and Regulations.**</u> 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 Bayscape and by Bayscape's employees, servants, agents, invitees or visitors.

34. <u>Representations</u>. No representations, except those contained herein, have been made on the part of the District with respect to the order, repair or condition of the Restaurant or the civic center Facilities. Bayscape 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 Restaurant, the civic center or otherwise, unless the same is specifically set forth in this Concession Agreement.

35. <u>Interpretation</u>. 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 Bayscape. 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 Bayscape'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 shall survive the expiration or earlier termination of the Term shall survive the expiration or earlier termination 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 Bayscape, and that each party hereto received the advice of legal counsel before signing this Concession Agreement, or had a full and fair opportunity to seek the advice of legal counsel and declined to obtain such legal advice.

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

37. <u>Attorney's Fees</u>. 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, expenses fees, advances, expenses and costs on appeal or bankruptcy.

38. <u>No Partnership or Joint Venture</u>. 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 Bayscape or between the District and any other party, or cause either party to be characterized as a "warehouseman" or a "bailee" or to be responsible in any way for the debts and obligations of the other party.

39. <u>No Offer</u>. Submission of this Concession Agreement by the District to Bayscape 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 Bayscape and the District.

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

41. <u>**Bayscape's Authority**</u>. Bayscape makes the following representations to District, on which District is entitled to rely in executing this Concession Agreement: (i) Bayscape 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 Bayscape is bound.

42. <u>Brokerage</u>. Bayscape 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, Bayscape 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.

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

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

45. **Public Records.** Bayscape 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, Bayscape agrees to comply with public records laws, including but not limited to Section 119.0701, Florida Statutes and other applicable law. Additionally, Bayscape 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, Bayscape 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 Bayscape 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 Bayscape 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 BAYSCAPE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BAYSCAPE'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-933-5571 OR AT 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FLORIDA 33625.

46. <u>Exhibits</u>. The following attachments and exhibits are made a part of this Concession Agreement.

Exhibit A -	Inventory List For The Groves Community Development District
	Owned Restaurant Equipment
Exhibit B -	Inventory List For Bayscape Owned Restaurant Equipment
F 1 11 1 C	

Exhibit C - Floor Plan identifying the Restaurant

Exhibit D - Guaranty of Payment and Performance

IN WITNESS WHEREOF, Bayscape 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:	The Groves Community Development District
By:	
Name:	By:
	William Boutin
	Chair of the Board of Supervisors
By:	
Name:	
Witnesses:	Bayscape Enterprises, LLC
By:	
Name:	
	By:
	Edward E. Bujarski
By:	e e e e e e e e e e e e e e e e e e e
Name:	

Exhibit "A" – Inventory List For

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" – Inventory List For

Bayscape Owned Restaurant Equipment

EXHIBIT "C"

Insert Floor Plan of Restaurant

EXHIBIT "D"

GUARANTY OF PAYMENT AND PERFORMANCE

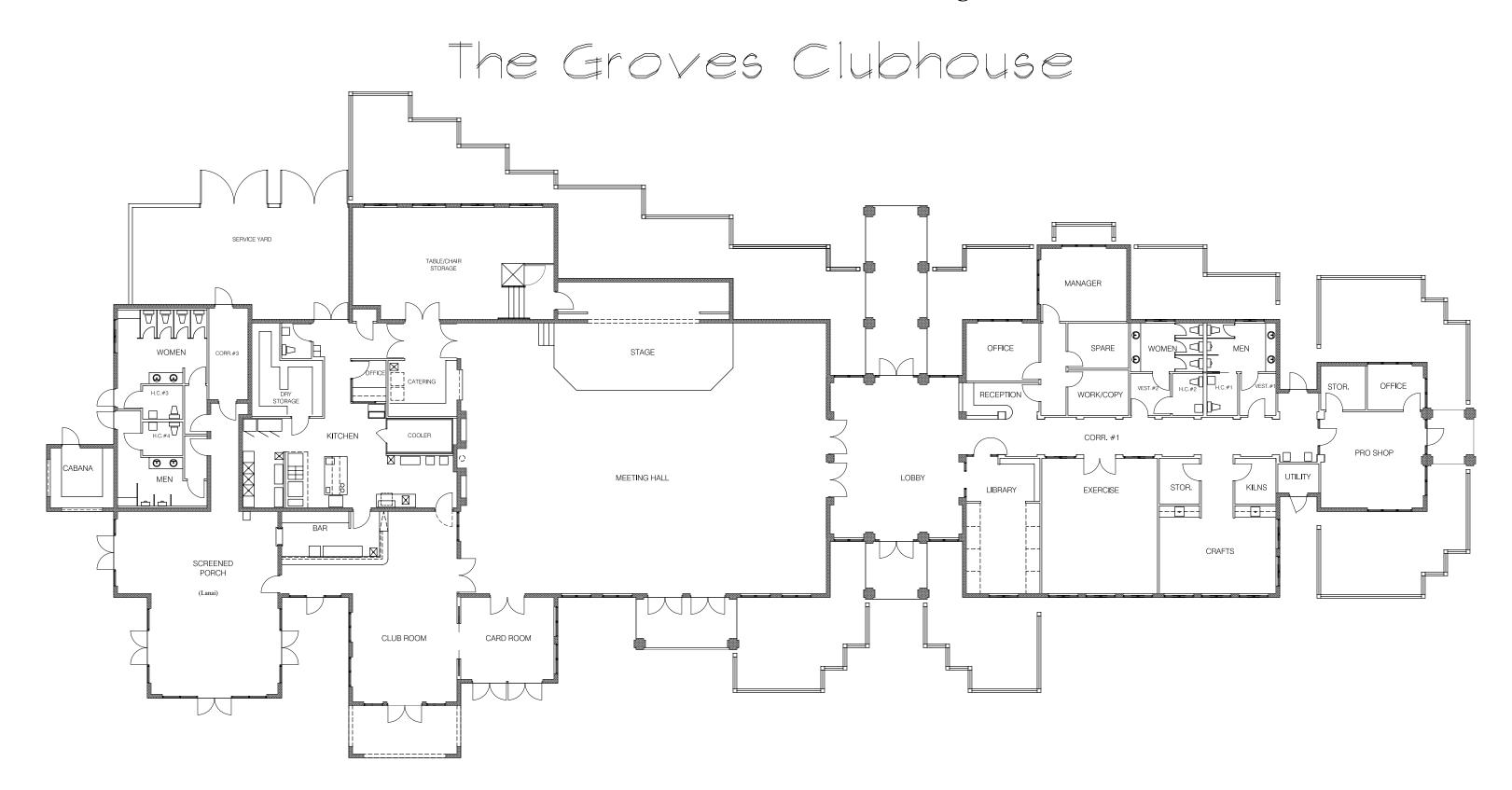
For valuable consideration, the undersigned irrevocably and unconditionally guaranties to District the full, faithful and punctual payment of the Concession Agreement obligations and performance by Bayscape of all of Bayscape's obligations, covenants and agreements contained in this Concession Agreement dated October 15, 2020 for the Restaurant located at 7924 Melogold Circle, Land O'Lakes, Florida 34637, by and between The Groves Community Development District and Bayscape Enterprises, LLC, 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 Bayscape before proceeding against Guarantor(s) upon any event of default. If Guarantor(s) are principals, officers, directors or otherwise related to Bayscape, any notice given to Bayscape 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

Edward E. Bujarski

Exhibit "C" to the 2020 Concession Agreement



Tab 2

1 2	N	IINUTES OF MEETING
3		
4		peal any decision made by the Board with respect to
5		eting is advised that person may need to ensure that a
6 7	which such appeal is to be based	gs is made, including the testimony and evidence upon
8	which such appear is to be based	
9		THE GROVES
10	COMMUNITY DEVELOPMENT DISTRICT	
11		
12		the Board of Supervisors of The Groves Community
13		n Tuesday, July 31, 2020 at 10:04 a.m., conducted by
14		a technology pursuant to Executive Order 20-150 as
15	extended by Executive Order 20-	179.
16 17	Present via teleconference and c	onstituting a quorum:
18		
19	Bill Boutin	Board Supervisor, Chairman
20	Richard Loar	Board Supervisor, Vice Chairman
21	Jimmy Allison	Board Supervisor, Assistant Secretary
22	Christina Cunningham	Board Supervisor, Assistant Secretary
23	James Nearey	Board Supervisor, Assistant Secretary
24		
25 26	Also present via teleconference v	vere:
27		
28	Matthew Huber	District Manager, Rizzetta & Company, Inc.
29 20	John Vericker Mark Buffano	District Counsel, Straley, Robin & Vericker
30 31	INIAIR BUIIAIIO	Operations Manager
32	Audience:	Present
33		
34	FIRST ORDER OF BUSINESS	Call to Order
35		
36		ting to order and performed roll call, confirming that a
37	quorum was present.	
38	SECOND ORDER OF BUSINES	S Audience Comments
39 40	SECOND ORDER OF BUSINESS	S Audience Comments
40 41	Audience comments were	suspended until the end of the meeting.
42		ouppended and the one of the meeting.
43	THIRD ORDER OF BUSINESS	Review of Proposals for Restaurant
44		Operator (under separate cover)
45		
46	•	ed and reviewed resident comments/feedback received
47	as well as input received from Mark Vesh. Proposals were received from Moody Judy's,	
48	Heritage Bistro, BayScape, and C	JER Catering.
49		

50	Ms. Cunningham reviewed questions for the vendor interviews.
51	
52	Mr. Boutin stated that he received comments/feedback from vendors on
53	alterations or enhancements needed at The Grill.
54	
55	Ms. Cunningham presented the following items to discuss with the potential
56	vendors:
57	
58	Years in business
59	Types of food
60	Ability to have a liquor license
61	Chef trained background
62	Vision for facility
63	 Condition they want to have the facility
64	Equipment requests
65	What are they willing to invest
66	 Financial capability for 3 years – Credit lines
67	Success and failures
68	Menus with prices
69	Staffing Policies
70	References
71	How much time onsite versus staff
72	Catering amount used
73	
74	Topics also discussed were:
75	
76	 Asking for exclusivity for food and beverage
77	Board of Health violations
78	 Professional enough to work with HOA/CDD/and Golf Course
79	
80	
81	Mr. Allison asked about how soon the vendors would be able to start. Mr. Nearey
82	asked how long the District needs to clean-up and repair the area. Mr. Loar asked if the
83	new vendor could be up and working by October 1 st - 15 th . Mr. Boutin inquired about
84	staffing numbers.
85	
86	The Board decided to move their August 4th Special Meeting to August 11th for
87	interviewing the vendors. Mr. Buffano and Ms. Cunningham to send notice to Mr. Vesh.
88	The Board would like to receive comments back from the vendor and sent to the Board
89	and staff by August 7th at 1:00 p.m. The Board requested to have information at the
90	August 11 th meeting if there are any issues with codes for the kitchen area. Ms.
91	Cunningham and Mr. Buffano will work on Mr. Vesh's exit plan.
92	
93	
94	
95	
96	

-	
7 8 9	FOURTH ORDER OF BUSINESS Audience Comments
	Audience comments were entertained regarding a catering company, Mr. Vesh, the social club, and diet items considered for menus.
	A resident gave the Board some information regarding the office being built around the time of Smiles due to a robbery. He stated that two Spectrum boxes are owned by The Groves. He stated that the third Spectrum box and service is paid by Mr. Vesh.
	Additional audience comments were entertained regarding reducing the interviews to just two vendors and asking what they expect to pay for rent, vendor providing all three meals, asking for vendor's references and talking to the Health Department, and Term of Lease, kitchen equipment and upgrades exceeding \$100,000.
	FIFTH ORDER OF BUSINESS Supervisor Requests
	Mr. Huber asked if there were any Supervisor requests. Ms. Cunningham asked the Board if they wanted to eliminate any of the vendors now.
On a Motion by Ms. Cunningham, seconded by Mr. Allison, and followed by a vote of all in favor, the Board of Supervisors approved removing CBK Catering from the list of vendors for consideration for The Groves Community Development District.	
	On a Motion by Ms. Cunningham, seconded by Mr. Nearey, and followed by a vote of all in favor, the Board of Supervisors approved removing Moody Judy's from the list of vendors for consideration for The Groves Community Development District.
	Mr. Huber will invite BayScape and Heritage Bistro to the August 11 th special meeting to be interviewed.
	Ms. Cunningham requested that the potential vendors be given a copy of the Vesh Lease but with amounts and certain information redacted. Mr. Boutin requested that 45 minutes be the allotted time for each vendor's interview.
	On a Motion by Mr. Boutin, seconded by Mr. Loar, and followed by a vote of all in favor, the Board of Supervisors approved 45 minutes for each vendor interview starting at 2:00 p.m. on August 11, 2020 for The Groves Community Development District.
	SIXTH ORDER OF BUSINESS Adjournment
	Mr. Huber 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 Mr. Nearey, and followed by a vote of all in favor, the Board of Supervisors adjourned the meeting at 12:42 p.m. for The Groves Community Development District.

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- 136
- 137
- 138 Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 3

1 2	Ν	MINUTES OF MEETING
3 4 5 6 7 8	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.	
9 10 11	THE GROVES COMMUNITY DEVELOPMENT DISTRICT The regular meeting of the Board of Supervisors of The Groves Community Development District was held on Tuesday, August 4, 2020 at 6:30 p.m., to be conducted by means of communications media technology pursuant to Executive Orders 20-150 as Extended by Executive Order 20-179.	
12 13 14 15		
16 17	Present via teleconference and constituting a quorum:	
18 19 20 21 22 23 24	Bill Boutin Richard Loar Jimmy Allison Christina Cunningham James Nearey	Board Supervisor, Chairman Board Supervisor, Vice Chairman Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary
25 26	Also present via teleconference	were:
27 28 29 30 31 32	Matthew Huber John Vericker Katie Vander Meade Mark Bufano Jason Diogo	District Manager, Rizzetta & Company, Inc. District Counsel, Straley, Robin & Vericker District Engineer, Landmark Engineering Operations Manager Representative, Solitude Lake Management
33 34	Audience:	Present
35 36	FIRST ORDER OF BUSINESS	Call to Order
37 38 39 40	Mr. Huber called the mea	eting to order and performed roll call, confirming that a
41	SECOND ORDER OF BUSINES	S Audience Comments
42 43 44 45	Mr. Huber asked if there were any audience comments. Audience comments were entertained thanking Mr. Bufano, the disinfectant used, written procedures and guidelines, and brush dumped behind in the area behind maintenance.	
46 47 48 49	An audience member cor and opening the pool for evening	nmented regarding the pool restrictions being too strict hours.

THIRD ORDER OF BUSINESS	Staff Reports
 A. District Counsel Mr. Vericker stated that he Paving Projects. 	e was assisting in the Clubhouse Restaurant and
•	ented a proposal from Bay Area Environmental g at the Guard House. It was stated that the area is
the Board of Supervisors approved	ed by Mr. Nearey, followed by a vote of all in favor, d Bay Rea Environmental Services' proposal for ,000.00) as amended for The Groves Community
	ed her report for the Board. She stated that the back on August 13 th and the paving would be
	Clubhouse Manager report for July 2020. He stated 5 th to the 6 th but would be on call.
A discussion was held regarding the pool hours:	
months	. to 8:00 p.m. – Violators lose their privileges for 6 :00 a.m. to 9:00 p.m. – 7 days a week (turn all fobs
favor, the Board of Supervisors app	seconded by Mr. Loar, followed by a vote of all in roved moving ahead with Ms. Cunningham's plan :00 p.m. – 7 days a week and to turn all fobs back es Community Development District.
	cheduled meeting will be on September 1, 2020 at vill be holding a Special Meeting on August 11 th at idor interviews.
FOURTH ORDER OF BUSINESS	Consideration of Minutes of the Board of Supervisors' Meeting held on July 7, 2020
Mr. Huber presented the minu July 7, 2020. The Board made a few c	ites of the Board of Supervisors' meeting held on changes to the meeting minutes.

Consideration of

Operations

Maintenance Expenditures for June

and

89

On a Motion by Mr. Loar, seconded by Mr. Boutin, followed by a vote of all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on July 7, 2020 as amended for The Groves Community Development District.

2020

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FIFTH ORDER OF BUSINESS 91

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Mr. Huber presented the Operation and Maintenance Expenditures for June 2020 96 to the Board. A discussion ensued regarding various invoices and the services they represent. 97

98

On a Motion by Mr. Loar, seconded by Ms. Cunningham, followed by a vote of all in favor, the Board of Supervisors received and filed the Operation and Maintenance Expenditures for June 2020 (\$96,530.79) The Groves Community Development District.

99

101

105

100 SIXTH ORDER OF BUSINESS Aquatics Report

Mr. Diogo presented and reviewed the Aquatics Report dated July 24, 2020. A 102 discussion ensued regarding the vegetation on the large pond with the fountain. It was 103 stated that it will be trimmed back by 50% as well as the Travita Pond. 104

106 SEVENTH ORDER OF BUSINESS Discussion Regarding Sidewalks/Aprons 107 108 The Board reviewed Resolution 2009-02, The District Manger has authority to 109 approve maintenance/alterations upon review by the ACC. Mr. Boutin stated that Mr. 110 Bufano and onsite staff will need to review the requests. 111 112 EIGHTH ORDER OF BUSINESS Year 113 Public Hearing on Fiscal 2020/2021 Final Budget 114 115

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Mr. Huber entertained Supervisor comments prior to opening the public hearing.

Mr. Loar stated that pressure washing of all the community sidewalks is not 118 119 included in the budget. Ms. Cunningham stated that restaurant improvements were needed but there is also a need to repair/replace items due to age. Mr. Boutin agreed 120 with Ms. Cunningham's comments and added that the clubhouse roof needs to be 121 replaced and the building painted. Mr. Nearey stated that residents do not understand 122 the costs. 123

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Mr. Huber asked for a motion to op	en the public hearing.
	y Mr. Nearey, followed by a vote of all in favor Public Hearing on the Fiscal Year 2020/2021 by Development District.
the Board. Audience comments were enter	ear 2020/2021 final budget and reviewed it fo ertained regarding a Reserve Study, increasing to check on the display at the front entrance.
Mr. Huber asked for a motion to clo	ose the public hearing.
	y Mr. Nearey, followed by a vote of all in favor, Public Hearing on the Fiscal Year 2020/2021 by Development District.
NINTH ORDER OF BUSINESS	Consideration of Resolution 2020-05 Adopting Fiscal Year 2020/2021 Fina Budget
Mr. Huber presented Resolution 20 Budget.	020-05, Adopting Fiscal Year 2020/2021 Fina
	esolution 2020-05, Adopting Fiscal Year Fina
the Board of Supervisors approved Re Budget (\$1,252,253.00) for The Groves	esolution 2020-05, Adopting Fiscal Year Fina Community Development District.
the Board of Supervisors approved Re Budget (\$1,252,253.00) for The Groves	esolution 2020-05, Adopting Fiscal Year Fina Community Development District. Public Hearing on Fiscal Yea 2020/2021 Special Assessments
the Board of Supervisors approved Re Budget (\$1,252,253.00) for The Groves TENTH ORDER OF BUSINESS Mr. Huber asked for a motion to op On a Motion by Mr. Loar, seconded by	Public Hearing on Fiscal Year Fina Public Hearing on Fiscal Year 2020/2021 Special Assessments been the public hearing. Mr. Boutin, followed by a vote of all in favor Public Hearing on the Fiscal Year 2020/2021
the Board of Supervisors approved Re Budget (\$1,252,253.00) for The Groves TENTH ORDER OF BUSINESS Mr. Huber asked for a motion to op On a Motion by Mr. Loar, seconded by the Board of Supervisors opened the F Special Assessments for The Groves C There were no comments put fort	Public Hearing on Fiscal Year 2020/2021 Special Assessments ben the public hearing. Mr. Boutin, followed by a vote of all in favor, Public Hearing on the Fiscal Year 2020/2021
the Board of Supervisors approved Re Budget (\$1,252,253.00) for The Groves TENTH ORDER OF BUSINESS Mr. Huber asked for a motion to op On a Motion by Mr. Loar, seconded by the Board of Supervisors opened the F Special Assessments for The Groves C	Public Hearing on Fiscal Year Fina Public Hearing on Fiscal Year 2020/2021 Special Assessments been the public hearing. Mr. Boutin, followed by a vote of all in favor Public Hearing on the Fiscal Year 2020/2021 community Development District. th regarding the fiscal year 2020/2021 special

the Board of Supervisors closed the Public Hearing on the Fiscal Year 2020/2021 Special Assessments for The Groves Community Development District.

ELEVENTH ORDER OF BUSINESS	Consideration of Resolution 2020-06, Imposing Special Assessments and Certifying an Assessment Roll
Mr. Huber presented Resolution 2020 Certifying an Assessment Roll.	0-06, Imposing Special Assessments and
On a Motion by Mr. Loar, seconded by Mr. the Board of Supervisors approved Assessments and Certifying an Assess Development District.	Resolution 2020-06, Imposing Special
TWELFTH ORDER OF BUSINESS	Consideration of Resolution 2020-07, Setting the Meeting Schedule for Fiscal Year 2020/2021
Mr. Huber presented and reviewed Schedule for Fiscal Year 2020/2021.	Resolution 2020-07, Setting the Meeting
On a Motion by Mr. Loar, seconded by Mr. the Board of Supervisors approved Resoluti for Fiscal Year 2020/2021 as presented District.	ion 2020-07, Setting the Meeting Schedule
THIRTEENTH ORDER OF BUSINESS	Ratification of Amenity Management Services Proposal
Mr. Huber presented the proposal ratification.	for Amenity Management Services for
On a Motion by Mr. Boutin, seconded by Ms	s Cunningham followed by a vote of all in
favor, the Board of Supervisors ratified Services as presented for The Groves Com	the proposal for Amenity Management
	the proposal for Amenity Management

Ms. Cunningham spoke about the water for the restaurant. She suggested getting a separate meter for the new vendor to pay directly. Mr. Loar asked about the ADA billing and reports from Campus Suites.

196FIFTEENTH ORDER OF BUSINESSAdjournment

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

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On a Motion by Mr. Boutin, seconded by Mr. Allison, and followed by a vote of all in favor, the Board of Supervisors adjourned the meeting at 9:18 p.m. for The Groves Community Development District.

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205 Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 4

1 2	Ν	INUTES OF MEETING				
3 4 5 6 7 8	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.					
9 10	COMMUN	THE GROVES IITY DEVELOPMENT DISTRICT				
11 12 13 14 15	Development District was held o	the Board of Supervisors of The Groves Community on Tuesday, August 11, 2020 at 2:00 p.m. , conducted edia technology pursuant to Executive Order 20-150 as -179.				
16 17	Present via teleconference and c	constituting a quorum:				
18 19 20 21 22 23	Bill Boutin Richard Loar Jimmy Allison Christina Cunningham James Nearey	Board Supervisor, Chairman Board Supervisor, Vice Chairman Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary				
24 25 26	Also present via teleconference v	were:				
26 27 28 29	Matthew Huber John Vericker Mark Bufano	District Manager, Rizzetta & Company, Inc. District Counsel, Straley, Robin & Vericker Operations Manager				
30 31 22	Audience:	Present				
32 33 24	FIRST ORDER OF BUSINESS	Call to Order				
34 35 36 37	Mr. Huber called the mee quorum was present.	eting to order and performed roll call, confirming that a				
37 38 39	SECOND ORDER OF BUSINES	S Audience Comments				
40	There were no audience of	comments put forth at this time.				
41 42 43	THIRD ORDER OF BUSINESS	Interviews for Restaurant Vendors				
43 44 45	č	he Board an update on the restaurant vendors. She yed down the vendors who had applied.				
46 47 48 49	The Board interviewed H ensued.	leritage Bistro and Eddie at BayScape. A discussion				

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f a	On a Motion by Mr. Boutin, seconded by Mr. Loar, and followed by a vote of all i favor, the Board of Supervisors approved a not-to-exceed amount of \$2,500.00 to fo all restaurant repairs, along with the entire clubhouse being brought up to code for Th Groves Community Development District.
di	Discussion ensued regarding water bills, meter costs, and dishwasher. Furthe
E	The Board entertained questions from Heritage Bistro and BayScape vendors: The Board members discussed the vendors.
f	On a Motion by Mr. Boutin, seconded by Mr. Loar, and followed by a vote of all i avor, the Board of Supervisors selected BayScapes as the new restaurant vendor for The Groves Community Development District.
f	On a Motion by Mr. Boutin, seconded by Mr. Loar, and followed by a vote of all avor, the Board of Supervisors approved charging BayScapes \$500.00 monthly fewith a one-year lease with option for The Groves Community Development District.
<u></u>	
f r	On a Motion by Mr. Boutin, seconded by Mr. Allison, and followed by a vote of all i avor, the Board of Supervisors approved BayScapes identifying the costs for ne restaurant equipment with the District purchasing it and retaining it (with point of contact being Mark Bufano for The Groves Community Development District.
f	On a Motion by Mr. Boutin, seconded by Mr. Allison, and followed by a vote of all favor, the Board of Supervisors authorized \$15,000 for restaurant equipment for Th Groves Community Development District.
ite	A discussion ensued regarding an update from Ms. Cunningham on the closeout ems from Mark Vesh. The District to refund \$3,000.00.
	Mr. Bufano stated that an inspector would be in and done by September 1 st . Hated that the light fixtures had been changed out. Mr. Bufano will check the cost for the eptember water meter.
	Mr. Loar asked about a drop date for BayScapes to respond to the District's offer. as decided that the drop date for BayScapes to respond would be August 17, 2020. any do not accept the District's offer then the Board would reach out to Heritage Bistro.

THE GROVES COMMUNITY DEVELOPMENT DISTRICT August 11, 2020 Minutes of Meeting Page 3

FOURTH ORDER OF BUSINESS	Supervisor Requests
Mr. Huber asked if there were a orth.	ny Supervisor requests. There were none put
FIFTH ORDER OF BUSINESS	Adjournment
Mr. Huber requested a motion	
•	, ,
Supervisors' for The Groves Community On a Motion by Mr. Boutin, seconded b	Development District. by Mr. Nearey, and followed by a vote of all in
Supervisors' for The Groves Community On a Motion by Mr. Boutin, seconded to favor, the Board of Supervisors adjour	n to adjourn the meeting of the Board of Development District. by Mr. Nearey, and followed by a vote of all in med the meeting at 5:35 p.m. for The Groves

94 Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 5

THE GROVES COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures July 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2020 through July 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: \$101,474.06

Approval of Expenditures:

____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoi	ce Amount
Anthony Buzzeo	007034	050720	Reimbursement Flag Brackets 05/20	\$	35.07
Brighthouse Networks	007070	046594101071020	7924 Melogold Circle-Golf & Club 07/20	\$	613.26
Brighthouse Networks	007050	051389101062320	7924 Melogold Cir Back Gate 07/20	\$	122.81
Brighthouse Networks	007033	088099301061920	Internet for Master Business Accts 06/20	\$	293.79
Brighthouse Networks	007076	088099301071920	Internet for Master Business Accts 07/20	\$	294.78
C & C Fence Company	007077	INV0158	Fence Installation/Supplies 07/20	\$	1,676.50
Central Termite & Pest Control	007051	66689	Pest Control Monthly 06/20	\$	50.00
Inc. Christina Cunningham	007059	CC070720	Board Of Supervisors Meeting 07/07/20	\$	200.00
Citrus Seven Pump Station Services	007035	8262	Repair Lake Fill 06/20	\$	687.25

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoi	ce Amount
Citrus Seven Pump Station Services	007052	8294	System Repair 06/20	\$	340.00
City of Clearwater	007079	4156233 07/20	7924 Melogold Circle 07/20	\$	203.51
Commercial Fire & Communications, Inc.	007078	7001304	Fire Alarm Service call 06/20	\$	178.00
Dynamic Security, Inc.	007036	2000004613	Security Services 06/13/20-06/19/20	\$	1,425.48
Dynamic Security, Inc.	007053	2000004623	Security Services 06/20/20-06/26/20	\$	1,442.45
Dynamic Security, Inc.	007060	2000004638	Security Services 06/27/20-07/03/20	\$	1,425.48
Dynamic Security, Inc.	007071	2000004722	Security Services 07/04/20-07/10/20	\$	1,425.48
Dynamic Security, Inc.	007080	2000004735	Security Services 07/11/20-07/17/20	\$	1,425.48
Florida Department of Revenue	007061	61-8017755714-0 6/20	Sales & Use Tax 06/20	\$	22.57

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoi	ce Amount
Grau and Associates	007062	Y3477036P464	Audit Services FY 09/30/2019	\$	23.00
Great America Financial Services Corporation	007081	27396666	Copier Maintenance/Color Images 07/20	\$	379.80
James P Nearey	007065	JN070720	Board Of Supervisors Meeting 07/07/20	\$	200.00
Jimmy Allison	007057	JA070720	Board Of Supervisors Meeting 07/07/20	\$	200.00
Landmark Engineering &	007072	2000020-237	Engineering Services 06/20	\$	1,067.50
Surveying Corp. Larry Jauch	007063	061520	Reimbursement Electric Fountain 06/20	\$	90.00
Mobility Solutions, Inc.	007037	65095	Replaced Pool Cover Pendant 06/20	\$	768.20
Navitas Credit Corp	007038	40526618-1 06/20	Security Surveillance 06/20	\$	2,103.19
Navitas Credit Corp	007082	40526618-1 07/20	Security Surveillance 07/20	\$	2,103.19

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoi	ce Amount
Pasco County	007039	13583908	7924 Melogold Circle Hydrant 05/20	\$	25.48
Pasco County	007066	13632070	7924 Melogold Circle Hydrant 06/20	\$	14.22
PC Consultants	007083	107161	Service Call 07/20	\$	256.00
Richard Loar	007064	RL070720	Board Of Supervisors Meeting 07/07/20	\$	200.00
Rizzetta & Company, Inc.	007073	INV00000000050840	Excess Meeting Time 07/20	\$	218.75
Rizzetta & Company, Inc.	007040	INV0000050794	District Management Fees 07/20	\$	6,338.75
Rizzetta Amenity Services, Inc.	007041	INV0000000007646	Bi-Weekly Payroll-Insurance Reim 06/20	\$	2,731.30
Rizzetta Amenity Services, Inc.	007067	INV0000000007678	Bi-Weekly Payroll-Insurance Reim 07/20	\$	6,363.42
Rizzetta Amenity Services, Inc.	007084	INV0000000007740	Bi-Weekly Payroll-Insurance Reim 07/20	\$	4,239.46

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoi	ce Amount
Rizzetta Amenity Services, Inc.	007084	INV000000007710	Out of Pocket Expenses 06/20	\$	128.56
Rizzetta Technology Services, LLC	007042	INV000006031	Email & Website Hosting Services 07/20	\$	175.00
RLC Pool LLC	007085	1538	Pool Maintenance 07/20	\$	750.00
RLC Pool LLC	007068	1583	Pool Repair 07/20	\$	326.55
RLC Pool LLC	007068	1584	Pool Repair 07/20	\$	5,261.10
Ryco Enterprises, Inc.	007043	1995	Install & Repair walkway 06/20	\$	1,000.00
Securiteam, Inc.	007054	13330	Quarterly Video Monitoring 07/20	\$	6,300.00
Securiteam, Inc.	007044	9301061220	Service Call -Gate repair	\$	125.00
Solitude Lake Management LLC	007086	PI-A00436531	Lake & Pond Management Services 07/20	\$	1,486.00

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoi	ce Amount
Solitude Lake Management LLC	007086	PI-A00436532	Canal & Ditch Maintenance Services 07/20	\$	1,395.00
Sports Surfaces LLC	007087	11370	Resurface Bocce Ball Courts 07/20	\$	5,055.00
Steve Gaskins Contracting, Inc.	007045	24960	Off Duty Deputy & Scheduler Fee 04/20	\$	524.00
Steve Gaskins Contracting, Inc.	007069	25589	Off Duty Deputy & Scheduler Fee 07/20	\$	524.00
Straley Robin Vericker	007088	18595	Legal Services 07/20	\$	3,822.50
The Groves CDD	CD377	CD377	Debit Card Replenishment	\$	2,747.93
The Groves CDD	CD378	CD378	Debit Card Replenishment	\$	1,563.34
The Lake Doctors, Inc.	007046	510861	Fountain Repair & Parts 06/20	\$	1,605.00
The Lake Doctors, Inc.	007046	510862	Fountain Repair & Parts 06/20	\$	1,326.00

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	<u>Invc</u>	bice Amount
The Lake Doctors, Inc.	007055	514796	Fountain Quarterly Service 07/20	\$	350.00
Times Publishing Company	007089	0000092116 07/12/20	Acct 109332 Legal Advertising 07/20	\$	65.00
Verizon Wireless	007047	9856567849	713738176-00001 06/20	\$	33.67
Verizon Wireless	007090	9858613059	713738176-00001 07/20	\$	34.71
Waste Management Inc. of Florida	007056	0541411-1568-0	Waste Disposal Services 07/20	\$	67.00
Wesco Turf, Inc.	007048	39185114	Irrigation Repairs 06/20	\$	605.86
Wilbur H. Boutin Jr	007058	BB070720	Board Of Supervisors Meeting 07/07/20	\$	200.00
Wilkes Air Conditioning LLC	007074	811	Installed New 6 Ton System 07/20	\$	18,900.00
Withlacoochee River Electric Cooperative, Inc	007075	Summary Elec 06/20	Summary Electric 06/20	\$	6,221.60

Paid Operation & Maintenance Expenditures

July 1, 2020 Through July 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount	
Yellowstone Landscape	007049	TM 122256	Replaced Two Battery Controllers 06/20	\$	561.58
Yellowstone Landscape	007049	TM 123127	Summer Annuals Installed 06/20	\$	984.77
Yellowstone Landscape	007091	TM 132040	Main Irrigation Repairs 07/20	\$	150.72
renowstone Landscape	007091	TM 132040	Main Ingation Repairs 07/20	<u> </u>	150.72

Report Total

<u>\$ 101,474.06</u>