

# The Groves Community Development District

Board of Supervisors' Regular Meeting May 3, 2022

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

> > www.thegrovescdd.org

#### THE GROVES COMMUNITY DEVELOPMENT DISTRICT

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

**Board of Supervisors** Bill Boutin Chairman

Richard Loar Vice Chairman Jimmy Allison **Assistant Secretary** James Nearey **Assistant Secretary** 

Christina Cunningham **Assistant Secretary** 

**District Manager Gregory Cox** Rizzetta & Company, Inc.

**District Counsel** Dana Collier Straley Robin & Vericker

**District Engineer** Stephen Brletic JMT Engineering

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

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

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

1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

# THE GROVES COMMUNITY DEVELOPMENT DISTRICT DISTRICT OFFICE □ 5844 OLD PASCO RD □ SUITE 100 □ WESLEY CHAPEL, FL 33544

WWW.THEGROVESCDD.ORG

Board of Supervisors The Groves Community Development District

April 26, 2022

#### **FINAL AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of The Groves Community Development District will be held on **Tuesday, May 3, 2022 at 10:00 a.m.** to be held at The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, FL 34637. The following is the agenda for this meeting.

#### **BOARD OF SUPERVISORS MEETING**

1. 2. 3. 4.	CALL TO ORDER/ROLL CALL PLEDGE OF ALLEGIANCE AUDIENCE COMMENTS ON AGENDA ITEMS BUSINESS ITEMS	
	A. Consideration of Securiteam Virtual Gate Guard Agreement	Tab 1
	<ul><li>B. Discussion of Dog Park Status</li><li>C. Consideration of Facility Use Policy</li></ul>	
	(under separate cover)	
	<b>D.</b> Consideration of Rim Ditch Maintenance Proposals	Tab 2
	E. Consideration of Pool Surface Patch Proposal	
	(under separate cover)	
	F. Consideration of Commercial Acoustics Proposal	
	for Clubhouse Acoustic Panels	
	<b>G.</b> Consideration of A Total Solutions Proposal & Agreement	
	H. Consideration of Wilks AC Proposal for Quarterly Services	
	I. Consideration of Pool Lighting Survey & Proposal	
	J. Presentation of FY 2022-2023 Proposed Budget	Iab 7
	K. Consideration of Resolution 2022-04, Setting Public Hearing	<b>T.</b> I. O.
_	and Approving FY 2022-2023 Proposed Budget  STAFF REPORTS	Iab 8
5.	A. District Counsel	
	Clearwater Gas System Update	Tah 0
	B. District Engineer	1 ab 3
	1. Consideration of JMT Rate Increase	Tab 10
	C. Aquatics Report	
	1. April Waterway and Canal Reports – Steadfast	Tab 11
	D. Client Relations Manager Update	
	E. Clubhouse Manager	
	1. Review of April Report	Tab 12

	F.	District Manager	
		1. April 2022 District Manager Report	Tab 13
		2. Projects Management Plan Update	Tab 14
		3. Review of Registered Voter Count	Tab 15
		<b>4.</b> Review of 1st Quarter Website Audit Report	Tab 16
6.	BU	SINESS ADMINISTRATION	
	A.	Consideration of Minutes of the Board of Supervisors'	
		Regular Meeting held on April 5, 2022	Tab 17
	В.	Consideration of Operation & Maintenance Expenditures	
		For March 2022	Tab 18
7.	SU	PERVISOR REQUESTS	
8.	AD	JOURNMENT	

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

Sincerely,

Gregory Cox

District Manager

# Tab 1

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#### SECURITEAM 13745 N. Nebraska Avenue Tampa, Florida 33613 (813) 476-5650

#### STANDARD COMMERCIAL SECURITY LEASE AND SERVICES AGREEMENT

Agreement dated	by and between SECURITEAM (hereinafter referred to as "SECURITEAM" or "COMPANY") and The Groves CDD
(hereinafter referre	ed to as "Subscriber".)
Billing Address:	3434 Colwell Ave Ste 200 Tampa, FL 33614
Billing Phone:	813.933.5571
Site Phone:	813-996-0161
Approximate date	work to begin: and be substantially completed: 6/1/22
	reto agree that:
in the proper use of	<b>CURITY SYSTEM IS LEASED AND REMAINS PERSONAL PROPERTY OF SECURITEAM:</b> SECURITEAM shall lease, instruct Subscriber of the security system, install and service on the premises of the Subscriber, located at:
this agreement, w the security syster conversion, impro- any apparatus not of same, including civil and criminal p charge. (See atta	a security system, described herein, including all necessary devices and equipment, for the duration of rith the understanding that the entire system, including all software, apparatus, equipment, instruments, and wire installed or connected with m is and shall always remain the sole personal property of SECURITEAM and shall not be considered a fixture or an addition to, alteration, vement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of turnished by SECURITEAM. Software programmed by SECURITEAM is the intellectual property of SECURITEAM and any unauthorized use derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to benalties. Subscriber acknowledges that SECURITEAM has offered additional and more sophisticated equipment at a higher lease and service ched Schedule of Installation, Equipment and Services). SECURITEAM's signs and decals remain the property of SECURITEAM and upon termination of this agreement.
2A 2B	Description of Leased Equipment: VSG Entry Kiosk (The agreed value of the leased equipment: \$25,000)  Description of Subscriber Owned Equipment: See Addendum A
Ch □ 図 図 Sy:	eck Services Provided:  Monitoring Center Services
Onl	STALLATION, LEASE AND SERVICE CHARGES  by services selected are included: All charges are billed in advance and are plus tax, if applicable, [select one option]:  ing shall be:  Monthly  Quarter Annually  Semi Annually  Annually
of the leased equi	**INSTALLATION AND LEASE OF THE EQUIPMENT: Subscriber agrees to pay SECURITEAM the sum of \$\\ 0.00  \text{for the installation} \text{ipment upon execution of this agreement and the sum of \$\\ 0.00  \text{per month for the lease of the equipment provided by the term of this agreement.}
	MONITORING CENTER CHARGES: Subscriber agrees to pay SECURITEAM:
☐ (I already installed.	i) The sum of \$ payable in advance for the installation and programming of the software and communication devices if not
	) The sum of \$ per month for the monitoring of the Security System for the term of this agreement.
pay SECURITEAN no charge mainte	AIR SERVICE (Select i or ii):  (i) Subscriber agrees to pay SECURITEAM on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to M for all parts and labor at time of service. Service by anyone other than SECURITEAM is not permitted. Exception: Securiteam will provide enance and repair service on the VSG Kiosk as required due to normal wear and tear.
	(ii) <u>REPAIR SERVICE PLAN:</u> Subscriber agrees to pay SECURITEAM for a Repair Service Plan for the security equipment the sum of month for service of the equipment for the term of this agreement.
service. If this opti inspection service requirements. SE	NSPECTION AND TESTING: Subscriber agrees to pay SECURITEAM \$200.00 per month for the term of this agreement for inspection ion is selected SECURITEAM will make 4 inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services includes testing of all accessible components to ensure proper working order. If the system is UL Certified the inspection will comply with UL CURITEAM will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. ion tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection.

Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which SECURITEAM has no responsibility or liability.
(e) <u>ALARM SIGNAL VERIFICATION</u> : Subscriber agrees to pay SECURITEAM the sum of \$ per month for the term of this agreement. It subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, SECURITEAM or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification service deemed appropriate by SECURITEAM or as required by local law and only verified alarm conditions shall be communicated to police or fire department.
☐ (f) REMOTE SUBSCRIBER ACCESS / FOR VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING: Subscriber agrees to pay SECURITEAM the sum of \$ per month for the term of this agreement. Select remote access / video / audio services to be provided:  ☐ Access Control ☐ Recording Device ☐ Monitoring Center Remote Video / Audio Monitoring for Live Streaming ☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification Recorded Video Clips ☐ Cloud Service Data Storage and Retrieval ☐ Remote Access by Subscriber ☐ Video Data to Subscriber's Smart Phone ☐ Self-Monitoring ☐ Audio ☐ Other (describe):
☐ (g) FOR ACCESS CONTROL ADMINISTRATION SERVICES: Subscriber agrees to pay SECURITEAM the sum of \$ per month for the term of this agreement. Select Access Control Administration services to be provided:  ☐ Remote Access Administration ☐ On-Site Administration ☐ Data Storage ☐ Data Backup
(h) SELF_MONITORING: Subscriber agrees to pay SECURITEAM the sum of \$ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.
(i) REMOTE GATE GUARD CONCIERGE SERVICE (RGGC): Subscriber agrees to pay SECURITEAM the sum of \$ 8,100.00 per month for the term of this agreement tax payable for Remote Gate Guard Concierge Service. Upon receipt of a "Guest Arrival" signal, company or its designee Monitoring Center shall make every reasonable effort to verify the identity of, any individual(s). Subscriber acknowledges that COMPANY makes no representation that they will or can verify the identity of, nor motives of, any individual (s). Subscriber authorizes COMPANY or its designee communications center to remotely allow access of such individual(s) to Subscribers premises. COMPANY'S sole responsibility, pertaining to allowing remote access to an individual, is to ask the individual to state their identity and purpose for wanting entry into the premises, attempt to remotely unlock a building access door, open a gate and/or record the video and audio signals received during the event and notify Subscriber by email SMS text or call to a cell phone or and held device so enabled whose names and telephone numbers are provided (and updated by the subscriber in the visitor management system. It may be necessary to hold the gate open due to but not limited to: Inclement weather, unusually high traffic volume loss of power or communication service.
<b>RGGC Service Level Agreement:</b> Company agrees that the average of time to be connected to the monitoring center for any month shall not exceed 90 seconds. If the average connection time for any month exceeds 90 seconds, a 5% discount will be applied to the next months concierge service charges.
(j) <u>EVENT BASED REMOTE VIDEO MONITORING (EBRVM)</u> : Subscriber agrees to pay SECURITEAM the sum of \$ <u>Included</u> per month for the term of this agreement for event based remote video monitoring services for equipment specified in the Schedule of Equipment and Services. EBRVM service consists of warning trespassers and notifying responsible parties and/or local authorities of any human activity in accordance with Securiteam approved written instructions supplied by subscriber.
☐ 3B. IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 3(a) - (j) ABOVE, SUBSCRIBER SHALL PAY \$ FOR THE INSTALLATION OF THE LEASED EQUIPMENT AND \$ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 3(a) - (j) above.
4. <u>TERM OF AGREEMENT / RENEWAL</u> : The term of this agreement shall be for a period of Five (5) years and shall automatically renew year to year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof SECURITEAM shall be permitted from time to time to increase the monthly charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. SECURITEAM may invoice Subscriber in advance monthly, quarterly, or annually at SECURITEAM's option. Unless otherwise specified herein, all recurring charges for 3(a)-(j) and 3B services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

If the monthly average time to connect to the monitoring center exceeds 90 seconds. Subscriber may provide "a notice to cure" in writing. Securiteam shall have 30 days to bring the average connection time under 90 seconds. If Securiteam fails to bring the average connection time under 90 seconds, the subscriber has the right to terminate the agreement for cause by written notice. The termination letter must be received withing 90 days of the original notice to cure.

5. <u>SUBSCRIBER'S CARE OF EQUIPMENT / REPAIRS AND ADDITIONS</u>: Subscriber agrees not to tamper with, remove or otherwise interfere with the security system. The equipment shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs, replacement, relocation, or additions to the system made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by SECURITEAM without additional charge. SECURITEAM may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement. Batteries, electrical surges, lightning damage, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense.

- 6. <u>WIRELESS AND INTERNET ACCESS CAPABILITIES</u>: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. SECURITEAM does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, SECURITEAM will authorize Subscriber access. SECURITEAM is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and SECURITEAM shall have no liability for such third-party unauthorized access. SECURITEAM is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. SECURITEAM is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.
- 7. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service, SECURITEAM or its designee shall store and /or backup data received from Subscriber's system for a period of one year. SECURITEAM shall have no liability for data corruption or inability to retrieve data even if caused by SECURITEAM's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by SECURITEAM and SECURITEAM has no responsibility for such access or IP address service. SECURITEAM shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided SECURITEAM will maintain the data base for the operation of the Access Control System. Subscriber will advise SECURITEAM of all change in personnel and or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to SECURITEAM regarding personnel access must be in writing via email or fax to addresses designated by SECURITEAM. SECURITEAM shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer, computer network and Internet access.
- 8. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, SECURITEAM or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from SECURITEAM. No response shall be required for supervisory, loss of communication pathway, trouble, or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of SECURITEAM or SECURITEAM's designee Monitoring Center and SECURITEAM does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of SECURITEAM and are not maintained by SECURITEAM except SECURITEAM may own the radio network, and SECURITEAM shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish SECURITEAM with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List SECURITEAM will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with SECURITEAM's notification obligation. All changes and revisions shall be supplied to SECURITEAM in writing. Subscriber authorizes SECURITEAM to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound, then upon receipt of an alarm signal Monitoring Center shall monitor video or sound for so long as Monitoring Center in its sole discretion deems appropriate to confirm an alarm or emergency condition. If Subscriber requests SECURITEAM to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay SECURITEAM \$90.00 for each such service. SECURITEAM may, without prior notice, suspend or terminate its services, in SECURITEAM's sole discretion, in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, or in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data, and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by SECURITEAM.
- **9.** REPAIR SERVICE: Repair service pursuant to paragraph 3(c)(ii) includes all parts and labor, and SECURITEAM shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning, or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connected with the security system as originally installed without SECURITEAM's written consent.
- 10. SUBSCRIBÉR REMOTÉ ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by SECURITEAM, the equipment will transmit data via Subscriber's high-speed Internet, cellular or radio communication service from remote device supplied by SECURITEAM or Subscriber's Internet or wireless connection device which is compatible with SECURITEAM's remote services. SECURITEAM will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which SECURITEAM has no control. The remote services server is provided either by SECURITEAM or a third party. SECURITEAM shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. SECURITEAM shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted, and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology or any other established criteria for encryption and SECURITEAM shall have no liability for access to the alarm system by others.

- 11. a) AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. SECURITEAM shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is a selected service, SECURITEAM shall store data received from Subscriber's system for one year. SECURITEAM shall have no liability for data corruption or inability to retrieve data even if caused by SECURITEAM's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by SECURITEAM and SECURITEAM has no responsibility for such access or life system has remote access SECURITEAM is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. SECURITEAM shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. SECURITEAM has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.
- 13. LIMITED WARRANTY ON EQUIPMENT: The security system is leased and remains personal property of SECURITEAM. In the event that any part of the security equipment becomes defective, SECURITEAM agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. After the ninety (90) day period the Subscriber is responsible to maintain the system and keep equipment operational. SECURITEAM reserves the option to either replace or repair the alarm equipment and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage. software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. SECURITEAM is not the manufacturer of the equipment and other than SECURITEAM's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, SECURITEAM makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and SECURITEAM shall not be liable for consequential damages. No equipment provided by SECURITEAM is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent a disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or any illness. SECURITEAM does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. SECURITEAM expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than SECURITEAM. Subscriber acknowledges that any affirmation of fact or promise made by SECURITEAM shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on SECURITEAM's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that SECURITEAM has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for SECURITEAM's breach of this agreement or negligence to any degree under this agreement is to require SECURITEAM to repair or replace, at SECURITEAM's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 3(c)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, SECURITEAM will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

#### **GENERAL PROVISIONS**

- 14. <u>ALTERATION OF PREMISES FOR INSTALLATION</u>: SECURITEAM is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in SECURITEAM's sole discretion for the installation and service of the security system, and SECURITEAM shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system. SECURITEAM shall not be responsible for the condition of the premises upon removal of the security system and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.
- 15. <u>SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND COMMUNICATION SERVICE</u>: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power and electrical outlets and receptacles, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by SECURITEAM in its sole discretion and to notify SECURITEAM of any change in such service.
- 16. <u>DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL</u>: SECURITEAM shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walkouts, war, acts of God, or other causes, including SECURITEAM's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of SECURITEAM, SECURITEAM shall have such additional time for performance as may be reasonably necessary under the circumstances.
- 17. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify SECURITEAM if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 3 and 9. SECURITEAM shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, SECURITEAM shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday, and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise SECURITEAM of any defect, error, or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and SECURITEAM fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to SECURITEAM, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by SECURITEAM, evidencing that warranty service was requested by Subscriber.

- 18. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning, or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included under paragraph 3 (c) (ii) and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connected with the security system as originally installed without SECURITEAM's written consent.
- 19. <u>SUBSCRIBER TO INSURE SECURITY EQUIPMENT</u>: Subscriber shall insure SECURITEAM's security equipment against fire and casualty and Subscriber agrees to name SECURITEAM in said insurance policy as "loss payee" to the extent of the value of the equipment as set forth hereinabove. Subscriber shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the security system. Notwithstanding the condition of Subscriber's premises, or SECURITEAM's impossibility of performance occasioned by condition of Subscriber's premises, Subscriber shall remain liable for monthly payments for the term of this agreement without offset or reduction.
- 20. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and SECURITEAM is named as additional insured, and which shall on a primary and non-contributing basis cover any loss or damage SECURITEAM's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment or SECURITEAM's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. SECURITEAM shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against SECURITEAM and its subcontractors for loss or damages caused by perils intended to be detected by SECURITEAM's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.
- 22. <u>REMOVAL OF SECURITY SYSTEM</u>: Upon termination of this agreement SECURITEAM shall be permitted to remotely delete programming and allowed access to Subscriber's premises to remove the security system. If for any reason caused by Subscriber, or the owner of the premises if other than the Subscriber, said security system is not recovered by SECURITEAM within 24 hours of such termination, SECURITEAM shall not be required to service the security system, and may order the termination of any Monitoring Center monitoring or other services, and Subscriber shall remain liable for all payments called for herein.
- 23. EXCULPATORY CLAUSE: SECURITEAM and Subscriber agree that SECURITEAM is not an insurer, and no insurance coverage is offered herein. The equipment and SECURITEAM's services are designed to detect and reduce certain risks of loss, though SECURITEAM does not guarantee that no loss or damage will occur. No equipment provided by SECURITEAM is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or illness. SECURITEAM is not assuming liability, and, therefore, Subscriber agrees SECURITEAM, shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue SECURITEAM, for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury, health condition or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water, any communicable disease, infectious agent, bacteria, virus, illness or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SECURITEAM's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.
- 24. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR SECURITEAM'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF SECURITEAM AS A RESULT OF SECURITEAM'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF SECURITEAM'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT SECURITEAM'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE SECURITEAM'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH SECURITEAM'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, SECURITEAM'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, AND ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

25. <u>LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION</u>: The parties agree that due to the nature of the services to be provided by SECURITEAM, the payments to be made by the Subscriber for the term of this agreement form an integral part of SECURITEAM's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SECURITEAM's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to SECURITEAM, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and SECURITEAM shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein. Additionally, in the event of termination or Subscriber's breach of this agreement, SECURITEAM may remove its kiosk in addition to the liquidated damages provided for herein.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action or proceeding commenced by SECURITEAM against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST SECURITEAM ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY. AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., IT'S SUCCESSORS OR ASSIGNS, IN HILLSBOROUGH COUNTY FL, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT. EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision, the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Florida, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where SECURITEAM's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against SECURITEAM in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

- 26. <u>ADDITIONAL PAYMENTS</u>: In addition to the payments set forth herein, Subscriber agrees to be liable for and pay to SECURITEAM any excise, sales, property, telephone line charges, and any increases thereof, which may be imposed upon SECURITEAM because of this agreement. Should SECURITEAM be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay SECURITEAM for such service or material.
- 27. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse SECURITEAM for any fees or fines relating to permits or false alarms. SECURITEAM shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Subscriber shall reimburse SECURITEAM for any Monitoring Center charges for excessive, run-a-way or false alarm signals.
- 28. SECURITEAM'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that SECURITEAM is authorized and permitted to subcontract any services to be provided by SECURITEAM to third parties who may be independent of SECURITEAM, and that SECURITEAM shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and that Subscriber appoints SECURITEAM to act as Subscriber's agent with respect to such third parties, except that SECURITEAM shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to SECURITEAM's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of SECURITEAM.
- 29. <u>NO WARRANTIES OR REPRESENTATIONS / SUBSCRIBER'S EXCLUSIVE REMEDY:</u> SECURITEAM does not represent nor warrant that the security system will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that SECURITEAM is not an insurer, and that Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. SECURITEAM has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for SECURITEAM's default hereunder is to require SECURITEAM to repair or replace, at SECURITEAM's option, any equipment or part of the security system which is non-operational.
- **31.** <u>NON-SOLICITATION</u>: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of SECURITEAM assigned by SECURITEAM to perform and who performs any service for or on behalf of Subscriber during the term of this agreement, any renewals thereof and for a period of 2 years thereafter. In the event of Subscriber's violation of this provision, in addition to injunctive relief, SECURITEAM shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with SECURITEAM, times twelve, together with SECURITEAM's counsel and expert witness fees.

- 32. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants SECURITEAM a security interest in the security equipment installed by SECURITEAM and SECURITEAM is authorized to file a financing statement.

  33. CREDIT INVESTIGATION: Subscriber and any guarantor authorizes SECURITEAM to conduct credit investigations from time to time to
- determine Subscriber's and guarantor's credit worthiness.
- 34. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Installation, Equipment and Services constitutes the full understanding of the parties and may not be amended, modified, or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement, or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement, or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT WHICH INCLUDES THE SCHEDULE OF INSTALLATION, EQUIPMENT AND SERVICES AT TIME OF EXECUTION. READ THEM BEFORE YOU SIGN THIS CONTRACT

SECURITEAM:		SUBSCRIBER.	
By:		Name Must Be Printed - Use Full Business N	ame
Print Name,	Print Title	By: Signature By Authorized Officer	Tax ID or EIN
		Print Name,	Print Title
		Subscriber's Email Address:	

# Tab 2



#### Steadfast Environmental, LLC **FKA Flatwoods Environmental**

### **Proposal**

454

30435 Commerce Drive Ste 102 | San Antonio, FL 33576 813.836.7940 | office@steadfastenv.com www.SteadfastEnv.com Date

**Customer Information** Project Information The Groves CDD Ditch 19 Widen... The Groves CDD The Groves CDD Contact Rizzetta & Company Rim Ditch 19 Greg Cox, District Manager Drainage Maintenance 813.994.1001 **Phone** 5844 Old Pasco Rd. Suite 100 7327 Cleonatra Dr Wesley Chapel, FL 33544 E-mail **Proposal Prepared By:** Kevin Riemensperger gcox@rizzetta.com **Type Of Work** Account # Maintenance

4/22/2022

Proposal #

Steadfast Environmental, LLC, formally known as Flatwoods Environmental proposes to furnish all labor, materials, equipment and

Cleanout of the length of ditch 19 behind 7327 Cleopatra Dr.  Technicians will utilize a mini-excavator to remove material that has been deposited within the ditch, to allow for better drainage.  Existing Wax Myrtle and Cyrpess trees will not be disturbed.  All material to be hauled offsite for proper disposal.  I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.  I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.	supervision necessary to construct, as an independent contractor, the following describe		or, materials, equipment and
Technicians will utilize a mini-excavator to remove material that has been deposited within the ditch, to allow for better drainage.  Existing Wax Myrtle and Cyrpess trees will not be disturbed.  All material to be hauled offsite for proper disposal.  I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.  I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.	Description	Qty	Cost
deposited within the ditch, to allow for better drainage.  Existing Wax Myrtle and Cyrpess trees will not be disturbed.  All material to be hauled offsite for proper disposal.  IHEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.  I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.	Cleanout of the length of ditch 19 behind 7327 Cleopatra Dr.		3,800.00
All material to be hauled offsite for proper disposal.  I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.  I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.			
I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.  I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.	Existing Wax Myrtle and Cyrpess trees will not be disturbed.		
agree to pay the charges resulting thereby as identified above.  I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.	All material to be hauled offsite for proper disposal.		
agree to pay the charges resulting thereby as identified above.  I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.			
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agree to pay the charges resulting thereby as identified above.  I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.			
agree to pay the charges resulting thereby as identified above.  I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.			
I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.	of this proposal and hereby authorize the performance of the services as described herein and	Total	\$3,800.00
	Accepted this day of, 20		

Signature: \_\_\_\_\_ Printed Name and Title: \_\_\_\_\_

Representing (Name of Firm):



# **Steadfast Environmental, LLC FKA Flatwoods Environmental**

### **Proposal**

459

30435 Commerce Drive Ste 102 | San Antonio, FL 33576 813.836.7940 | office@steadfastenv.com www.SteadfastEnv.com

**Customer Information** Project Information The Groves CDD 19 Cleopatra Cl... The Groves CDD The Groves CDD Contact Rizzetta & Company Ditch 19 Greg Cox, District Manager Cleanout & Pepper **Phone** 813.994.1001 5844 Old Pasco Rd. Suite 100 Removal Wesley Chapel, FL 33544 E-mail **Proposal Prepared By:** gcox@rizzetta.com Kevin Riemensperger Type Of Work Account # Cons. Maint.

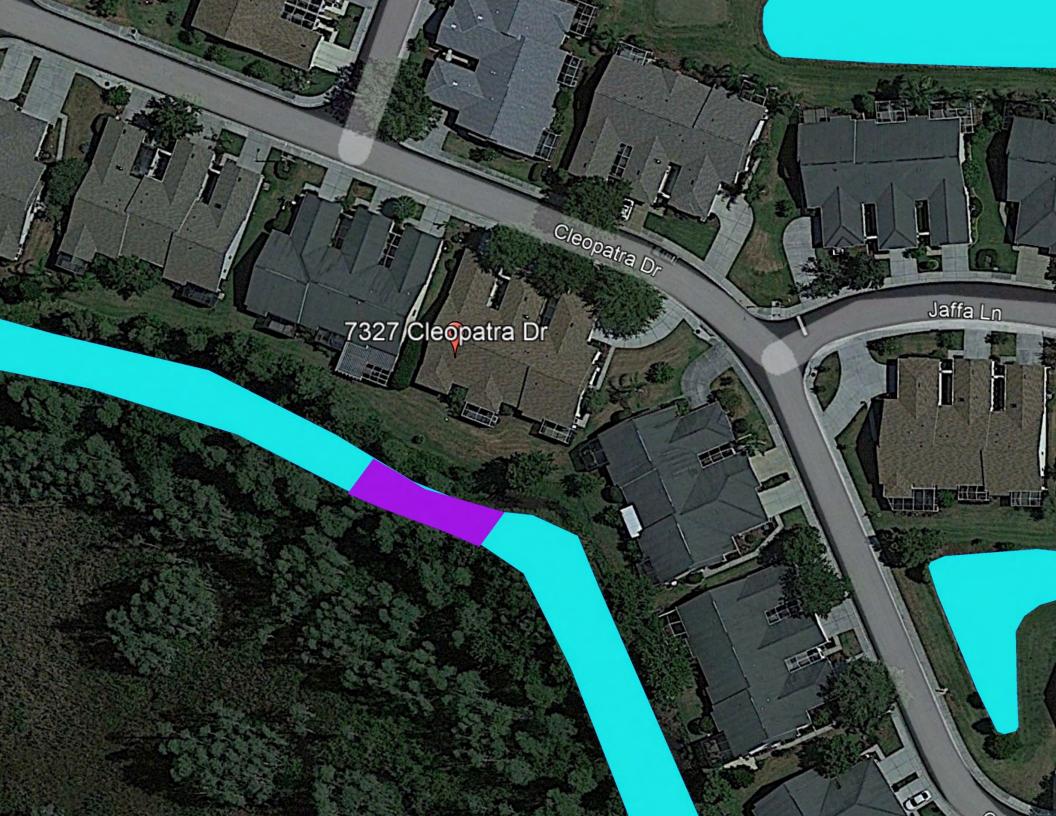
4/22/2022

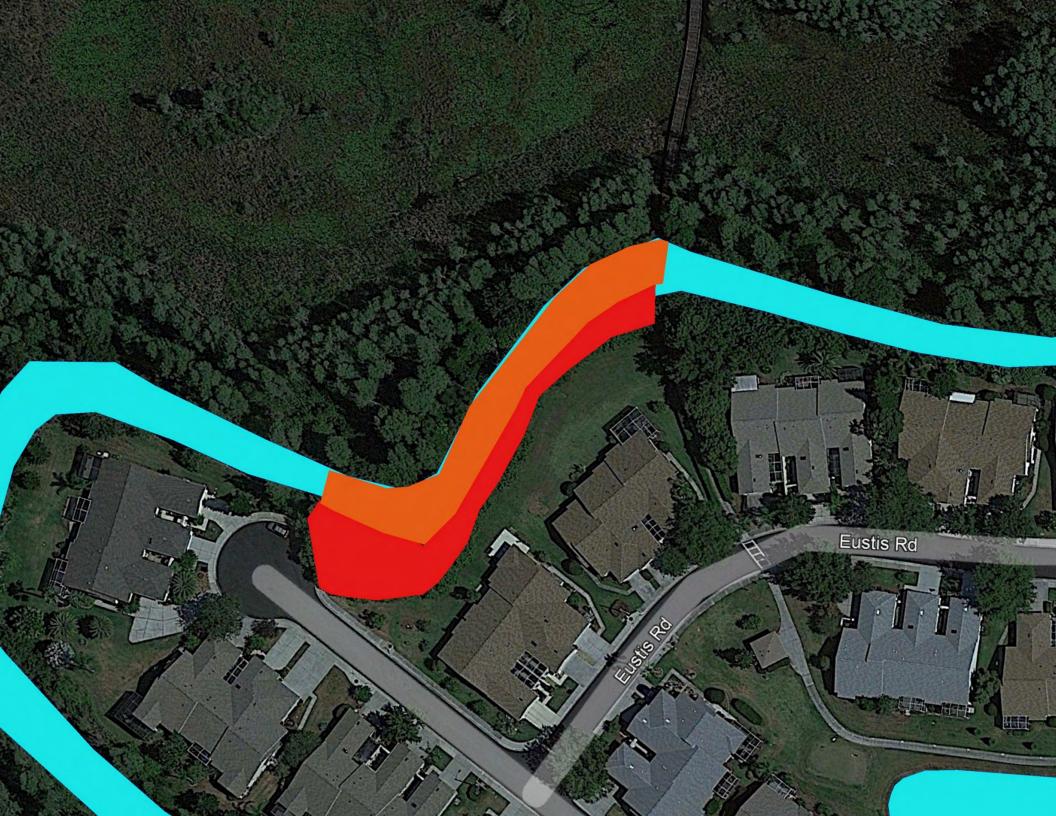
Proposal #

Steadfast Environmental, LLC. formally known as Flatwoods Environmental proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

, , ,	8	
Description	Qty	Cost
Overgrowth and Brazilian Pepper where Cleopatra Meets Eustis, and onwards to be cleared using Kubota with Forestry Mulch attachement. Area denoted by Red on corresponding map. All debris to be hauled off site for proper disposal. Any exposed stumps to be treated with herbicide to aid in re-growth prevention.  Est. Timeframe: 1 Day		1,990.00
Dead vegetation from site perimeter to be removed, area of focus will entail the edge of resident property and the jurisdiction line for the wetland buffer. Denoted by orange on the corresponding map.  Average area of maintenance estimated to be 5-8' in width.  Est. Timeframe: 5-7 Days  All debris to be hauled off-site for proper disposal.		6,710.00
I HEREBY CERTIFY that I am the Client/Owner of record of the property which is of this proposal and hereby authorize the performance of the services as described her agree to pay the charges resulting thereby as identified above.		\$8,700.00

I warrant and represent that I am authorized to enter into this A	Agreement as Client/Owner.
Accepted this day of	, 20
Signature:	Printed Name and Title:
Representing (Name of Firm):	





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#### Steadfast Environmental, LLC **FKA Flatwoods Environmental**

### **Proposal**

453

30435 Commerce Drive Ste 102 | San Antonio, FL 33576 813.836.7940 | office@steadfastenv.com www.SteadfastEnv.com Date

**Customer Information** Project Information The Groves CDD 7430 Trovita Tr... The Groves CDD The Groves CDD Contact Rizzetta & Company 7430 Trovita Rd Greg Cox, District Manager Tree Removal **Phone** 813.994.1001 5844 Old Pasco Rd. Suite 100 Wesley Chapel, FL 33544 E-mail **Proposal Prepared By:** Kevin Riemensperger CDDinvoices@rizzetta.com Type Of Work Account # Tree Removal

4/22/2022

Proposal #

Steadfast Environmental, LLC formally known as Flatwoods Environmental proposes to furnish all labor, materials, equipment and

supervision necessary to construct, as an independent contractor, the follow			, materials, equipment and
Description	(	Qty	Cost
Removal of three nuisance trees located within the maintenance area of zone 22; behind 7430 Trovita Rd.	,		650.00
Trees will be flush cut and the stumps painted with Garlon to discourage regrowth.			
Debris to be hauled offsite for proper disposal.			
I HEREBY CERTIFY that I am the Client/Owner of record of the property which i of this proposal and hereby authorize the performance of the services as described h agree to pay the charges resulting thereby as identified above.		Total	\$650.00
I warrant and represent that I am authorized to enter into this Agreement as Client	Owner.		
Accepted this day of 20			

Signature: \_\_\_\_\_ Printed Name and Title: \_\_\_\_\_

Representing (Name of Firm):



**Customer Information** 

Greg Cox, District Manager

Wesley Chapel, FL 33544

The Groves CDD

Rizzetta & Company

#### Steadfast Environmental, LLC FKA Flatwoods Environmental

### **Proposal**

Cons. Mainten

30435 Commerce Drive Ste 102 | San Antonio, FL 33576 813.836.7940 | office@steadfastenv.com

Account #

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Signature: \_\_\_\_\_ Printed Name and Title: \_\_\_\_\_

Accepted this \_\_\_\_\_\_, 20\_\_\_\_\_.

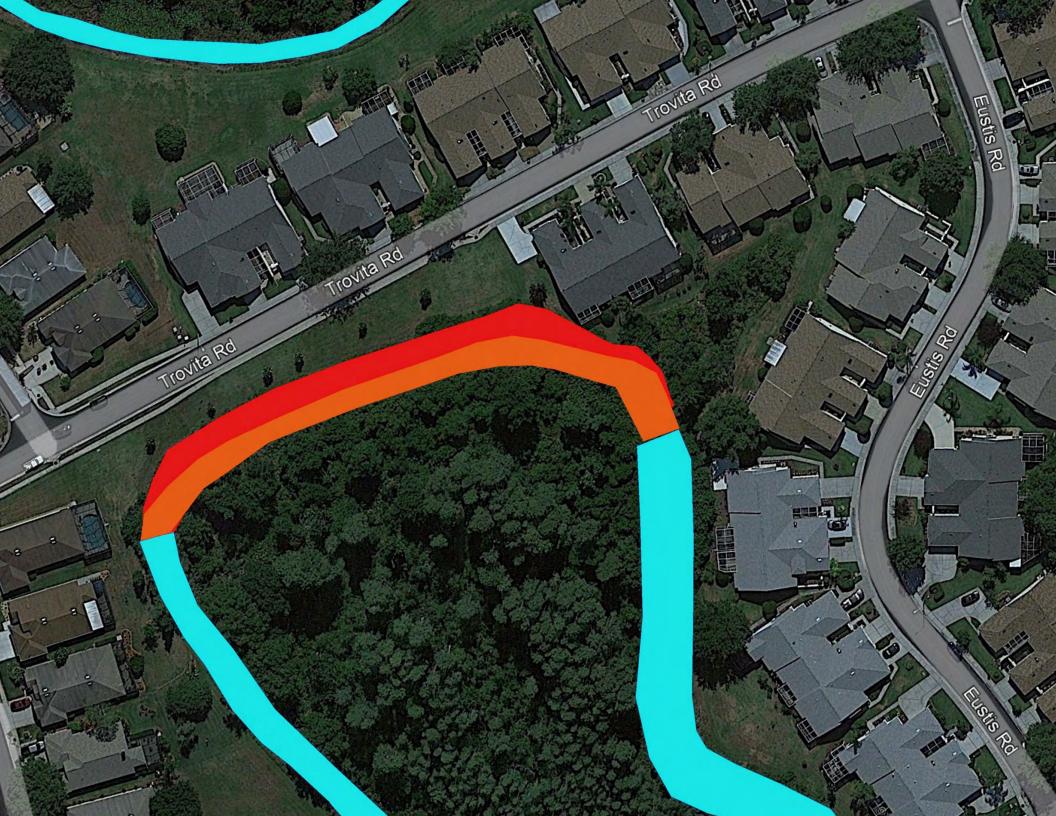
Representing (Name of Firm):

www.SteadfastEnv.com **Date** 4/22/2022 Proposal # 456 Project Information The Groves CDD 19 Trovita Clea... The Groves CDD Contact Ditch 19 Trovita Cleanout & Pepper **Phone** 813.994.1001 5844 Old Pasco Rd. Suite 100 Removal **Proposal Prepared By:** E-mail gcox@rizzetta.com Kevin Riemensperger

**Type Of Work** 

Steadfast Environmental, LLC. formally known as Flatwoods Environmental proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Qty	Cost
Overgrowth and Brazilian Pepper along Trovita Road to be cleared using Kubota with Forestry Mulch attachement. Area denoted by Red on corresponding map. All debris to be hauled off site for proper disposal. Any exposed stumps to be treated with herbicide to aid in re-growth prevention.  Est. Timeframe: 1 Day		1,960.00
Vegetation from site perimeter to be treated with water soluble herbicides. Area of focus will entail the edge of resident property and the jurisdiction line for the wetland buffer. Average width estimated to be 5-8' in width.		150.00
Dead vegetation from site perimeter to be removed, area of focus will entail the edge of resident property and the jurisdiction line for the wetland buffer. Denoted by orange on the corresponding map.  Average area of maintenance estimated to be 5-8' in width.  Est. Timeframe: 5-7 Days  All debris to be hauled off-site for proper disposal.		5,020.00
I HEREBY CERTIFY that I am the Client/Owner of record of the property which is of this proposal and hereby authorize the performance of the services as described he agree to pay the charges resulting thereby as identified above.		\$7,130.00



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#### Steadfast Environmental, LLC **FKA Flatwoods Environmental**

### **Proposal**

457

30435 Commerce Drive Ste 102 | San Antonio, FL 33576 813.836.7940 | office@steadfastenv.com www.SteadfastEnv.com Date

Proposal # **Customer Information** Project Information The Groves CDD 19 Upper Eustis... The Groves CDD The Groves CDD Contact Rizzetta & Company Ditch 19 Greg Cox, District Manager Upper Eustis 813.994.1001 **Phone** 5844 Old Pasco Rd. Suite 100 Vegetation Removal Wesley Chapel, FL 33544 E-mail **Proposal Prepared By:** Kevin Riemensperger gcox@rizzetta.com Type Of Work Account # Cons. Maint.

4/22/2022

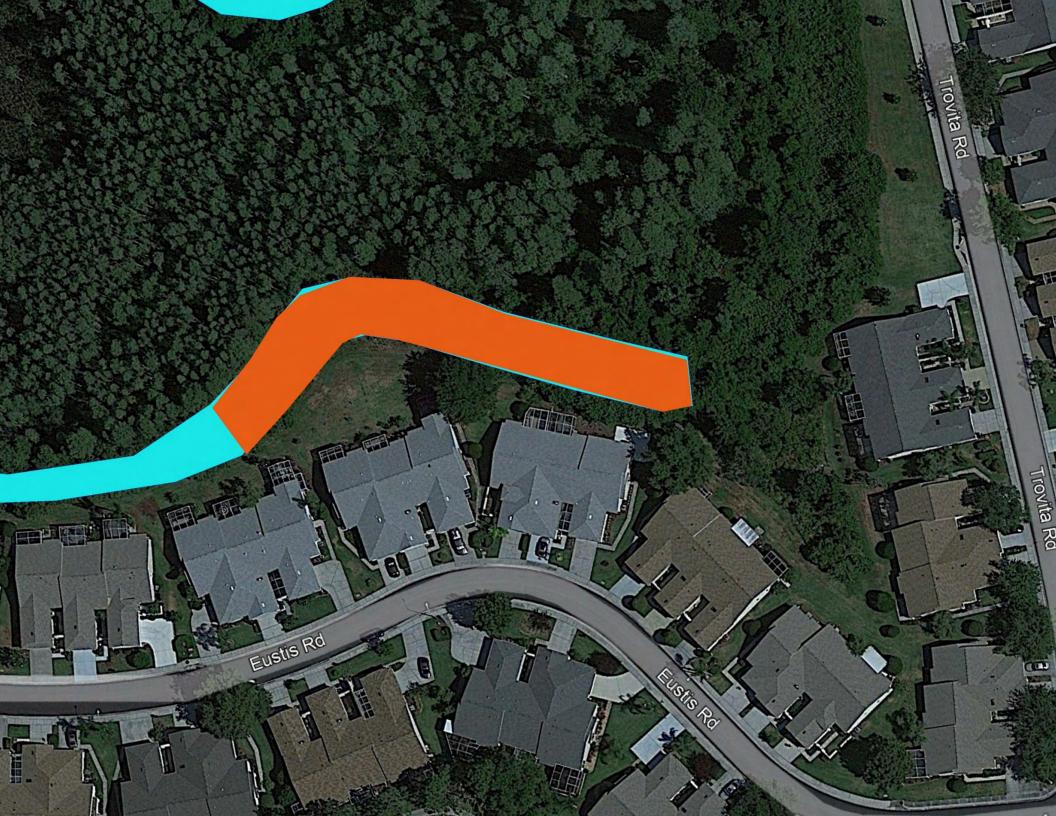
Steadfast Environmental, LLC. formally known as Flatwoods Environmental proposes to furnish all labor, materials, equipment and

supervision necessary to construct, as an independent contractor, the following	ng described	work:	,,. <b>,. ,. ,.</b>
Description		Qty	Cost
Dead vegetation from site perimeter to be removed, area of focus will entail the edge of resident property and the jurisdiction line for the wetland buffer. Denoted by orange on the corresponding map.  Average area of maintenance estimated to be 5-8' in width.  Est. Timeframe: 5-7 Days  All debris to be hauled off-site for proper disposal.			7,190.00
I HEREBY CERTIFY that I am the Client/Owner of record of the property which is to of this proposal and hereby authorize the performance of the services as described her agree to pay the charges resulting thereby as identified above.		Total	\$7,190.00
I warrant and represent that I am authorized to enter into this Agreement as Client/O	wner.		

Accepted this \_\_\_\_\_\_, 20\_\_\_\_\_.

Representing (Name of Firm):

Signature: \_\_\_\_\_ Printed Name and Title: \_\_\_\_\_



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#### Steadfast Environmental, LLC **FKA Flatwoods Environmental**

### **Proposal**

458

30435 Commerce Drive Ste 102 | San Antonio, FL 33576 813.836.7940 | office@steadfastenv.com www.SteadfastEnv.com Date

Proposal # **Customer Information** Project Information The Groves CDD 19 Lower Eustis... The Groves CDD The Groves CDD Contact Rizzetta & Company Ditch 19 Greg Cox, District Manager Lower Eustis 813.994.1001 **Phone** 5844 Old Pasco Rd. Suite 100 Vegetation Removal Wesley Chapel, FL 33544 E-mail **Proposal Prepared By:** Kevin Riemensperger gcox@rizzetta.com Type Of Work Account # Cons. Maint.

4/22/2022

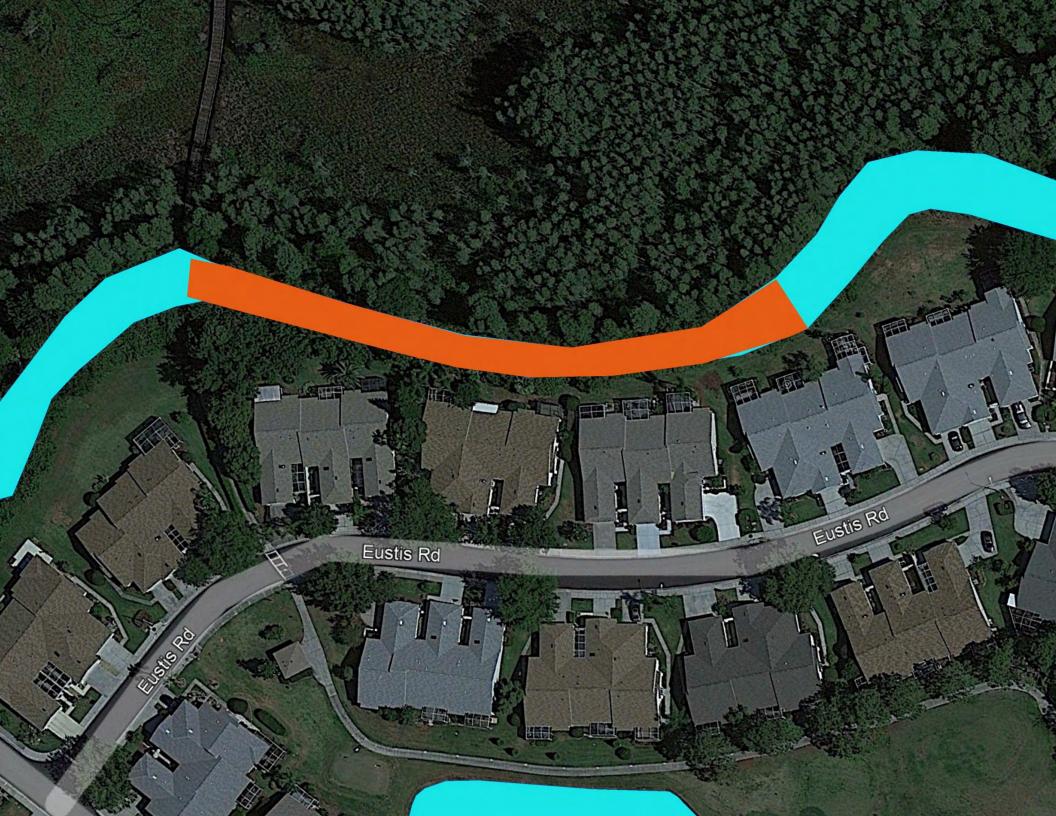
Steadfast Environmental, LLC. formally known as Flatwoods Environmental proposes to furnish all labor, materials, equipment and

Description	Qty	Cost
Dead vegetation from site perimeter to be removed through the use of hand tools & chainsaws. Topography makes use of heavy equipment a non-option. Area of focus will entail the edge of resident property and the jurisdiction line for the wetland buffer. Denoted by orange on the corresponding map.		12,500.00
Average area of maintenance estimated to be 5-8' in width. Est. Timeframe: 5-7 Days		
All debris to be hauled off-site for proper disposal.		
HEREBY CERTIFY that I am the Client/Owner of record of the property which is the su of this proposal and hereby authorize the performance of the services as described herein a		\$12,500.00

Accepted this \_\_\_\_\_\_, 20\_\_\_\_\_.

Representing (Name of Firm):

Signature: \_\_\_\_\_ Printed Name and Title: \_\_\_\_\_



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# THE GROVES CDD

Festive Groves Blvd, Land O' Lakes

Gate Code



# Tab 3

QUOTE #: 03955



Country of Origin: United States of America

To: Gregory Cox <u>GCox@rizzetta.com</u> 12750 Citrus Park Lane, Suite 115

Tampa, Florida 33625 Phone: 813.933.5571

Project: Land O Lakes Clubhouse

7924 Melogold Cir, Land O' Lakes, FL 34637

COMMERCIAL ACOUSTICS 6122 Benjamin Road Tampa, FL 33634 904.710.8351 Cell 888.815.9691 Office

QUOTE DATE	SHIPPED VIA	TERMS
2/15/2022	DELIVERED TO SITE	50% DOWN/NET 30

QTY ORDERED	ТҮРЕ	DESCRIPTION	COST PER UNIT	TOTAL
16	Acoustical Panels	6 pcf, NRC 1.05, All Beveled  Output  Output	LS	\$2,196.00
	Installation	Acoustic Panel Installation – Wall & Ceiling Mounted up to 9' All Materials and Hardware Included, Installed per Layout Below		\$2,099.20
	Sales Tax			\$164.70
	Total			\$4,459.90





T-004B - Quote Template – Acoustic Panel Fab & Install Document Version 10.27.21

#### **Terms of Proposal:**

- 1. Quote valid for 30 days
- 2. 50% Down Payment due prior to installation. Payment is due 30 days from installation of material. A service charge of 1.5% per month (18% per year) will apply to all delinquent invoices.
- 3. 3-4 week lead-time. Lead time may vary by 1-2 weeks in extreme cases.
- 4. A 1 year limited warranty applies to all material. Material warranty limited to price of Commercial Acoustics materials included.

#### 5. Installation Details:

- a. A Hard Date for initial mobilization shall be set in writing no less than 2 weeks in advance of mobilization for installation. Scheduling notification shall be provided via email to client. Client certifies at this time that the site is ready to receive the system installation. If the site is not ready upon arrival, the client may be subject to a rescheduling fee. Installation days cannot be confirmed until the area(s) is/are prepared and ready to receive the components or system. If man hours are lost due to lack of preparation, Commercial Acoustics will require a change order to accommodate for lost time.
- b. Go-Backs, Punch Lists, or Change Order items shall require a minimum 72-hour notification, in writing
- c. Installation duration is an estimate only, and is heavily dependent on site conditions. No authority to reduce scope of work by supplementing with external labor shall be granted, without prior written approval by Commercial Acoustics.
- d. Room will be clear and broom-clean prior to arrival. Finish products shall not be exposed to areas that are not sufficiently clean and dust-free.
- e. Assumes permits and inspections are complete prior to installation team arrival
- f. Product will be installed per installation instructions provided. Instructions shall be requested by Contractor in advance of installation team arrival, if needed.
- g. If ceiling installation, assumes that ceiling is constructed of gypsum or corrugated metal. If Client or Contractor is aware of deficient ceiling substrate or material, Client or Contractor shall disclose this known deficiency
- h. If after-hours or over-night installation is required, this will be subject to a \$500/day after-hours fee.
- i. If applicable, the client shall approve a completed first piece prior to commencement of installation. This shall serve as the basis of future quality standard throughout the rest of the project
- j. If no layout is provided by client, best practices shall be utilized to ensure equal spacing between panels and components. All obstructions, protrusions, cut outs, etc. must be absent or brought to our attention prior to installation of acoustic panels. Custom-cutting panels around unexpected or undocumented obstructions greatly increases the installation time, and will incur a Change Order fee

#### 6. Acoustic Panels:

- a. Includes Guilford of Maine acoustically-transparent fabric. Contact salesperson for fabric swatches or additional fabric options
- b. First Piece Panels off production line available for client approval prior to delivery
- 7. If sales tax exempt, the purchaser must have a valid Sales Tax Certificate on file with Commercial Acoustics at time of order. Payment of local and state taxes are not included in this quote if outside of the states of FL and LA, and are the responsibility of the purchaser. All credit terms for Net 30 accounts are subject to approval prior to the order being released into production.
- 8. This quote includes General Liability coverage of \$2,000,000 and Workers Compensation coverage of \$1,000,000. Does not include Waivers of Subrogation (WoS), Additional Insured (AI), or Primary Non-Contributory (PNC) endorsements. Additional insurance requirements, endorsements or waivers may require an additional fee. If a sample Certificate of Insurance (COI) is available, please provide during the bidding process.
- 9. Custom made products such as acoustic fabric panels are made to specifications and are not subject to return under any conditions.
- 10. Price in proposal assumes no retainage in contract. If retainage is required, additional financing fees may be incurred.
- 11. If this Proposal is adopted as a portion of a Subcontract or Scope of Work, these Terms & Conditions shall not be over-ridden or superseded by the Terms & Conditions of the Subcontract, and shall remain wholly
- 12. Client shall have representative on-site with authority to approve final quality of installation on last day of installation, and at completion of regular intervals of the installation. If no representative is available, or the representative does not have sufficient authority to approve or reject the installation, a Go-Back or Change Order may be submitted to client if additional mobilization is required.
- 13. CONTRACTOR agrees to refrain from any and all interference in the progress of SUBCONTRACTOR's performance of the work. CONTRACTOR shall be liable to SUBCONTRACTOR for any and all damages, expenses and losses incurred as a result of such delay, including any liquidated damages ("LDs") assessed against SUBCONTRACTOR, all incidental and consequential damages, and costs for continued Project supervision, job overhead, insurance, Project facilities and other costs

Prepared By: Walker Peek Walker Peek	
Contact Information: Walker Peek Commercial Acoustics walker@commercial-acoustics.com 904-710-8351	
Signature of Authorization:	Date:

# Tab 4



#### A TOTAL SOLUTION, INC. Security & Fire Protection

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Total System Integration, Design, Installation, Service, Monitoring & Inspection





#### Life Safety Inspection and Monitoring Agreement

This agreement is entered by and between A T	otal Solution, Inc. and The Groves Country Club (Subscriber name)
Location Address: 7924 Melogold Circle	Billing Address: 12750 Citrus Park Lane
Land O Lakes FL 34637	Suite 115
	Tampa FL 33625
Location Name: The Groves Country Club	Contact Name: Gregory Cox
Location Ph.: 813-933-5571	Contact Ph. 813-933-5571
Fax number:	Email: gcox@rizzetta.com
Type of inspection and monitoring approve	d
<ul> <li>☒ Annual fire alarm inspection (1)</li> <li>☐ Semi-annual fire alarm inspection (1)</li> <li>☐ Quarterly fire alarm inspection (2)</li> <li>☐ Biennial smoke sensitivity</li> <li>☒ Fire system monitoring</li> <li>☐ Differential Pressure Test inspection (1)</li> <li>☐ Security system monitoring</li> <li>☒ Hood inspection (2)</li> <li>☒ Fire extinguisher inspection (1)</li> <li>1. AGREEMENT: Subject to the terms and conditions see of the subscriber's life safety system (s) at the premisignals of the type, which are listed in Appendix A (attributed in Appendix A)</li> </ul>	☐ Stand-pipe inspection (1) ☐ Back flow inspection (1) ☐ Semi-annual fire sprinkler inspection (1)  tt forth in this agreement, subscriber engages ATS to inspect and/or 24-hour monitoring ises specified above, and which is listed in Appendix A (attached) and/or to monitor
and the second of the second o	on $4/6/2022$ and end on $4/6/2024$ unless terminated in with Section 8.
	rendered with respect to the system installed at subscriber's facility located above.
4. <u>FEES:</u> As consideration for ATS' promise of perforn completion per fee schedule in appendix A. Central St If the fee due to be paid by subscriber is not paid when %) per month, which will be charged for each month, o	nance of services, subscriber agrees to pay ATS the sum of each inspection after
	Customers initials Page 1 of 5

STATE FIRE EQUIPMENT DEALER LICENSE #16-000044

STATE FIRE SPRINKLER LICENSE #92353800012002

STATE FIRE ALARM LICENSE #EF0000441

3487 Keystone Road, Tarpon Springs, Florida 34688-7815

Local (727) 942-1993 Central Florida 1-888-ATS-FIRE Fax (727) 943-5919



#### A TOTAL SOLUTION, INC. Security & Fire Protection

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So that ATS may properly adjust its rates to meet changing service and maintenance costs, if the term of this agreement extends beyond the initial term of this agreement, ATS may at any time increase its charges under this agreement by giving thirty (30) days' advance written notice of such increase to subscriber. If subscriber is unwilling to pay the increased charges, subscriber may terminate this agreement by providing written notice of termination to ATS within thirty (30) days after the date on which ATS provided its notice to subscriber. Subscriber's failure to provide ATS with such notice during the prescribed time period shall constitute subscriber's consent to the increase.

- 5. MAINTENANCE OF LIFE SAFETY SYSTEM: Services and maintenance beyond that listed in Appendix A (attached) shall be billed to subscriber. All repair parts will be billed to the subscriber. ATS is not responsible for the unavailability of any part and Maintenance shall be performed between the hours of 8:00 AM and 5:00 PM, exclusive of Saturdays, Sundays, and holidays (unless mutually agreed upon). NO emergency service call(s) annually will be provided as part of this agreement. A minimum of one (1) hour shall be billed for all service calls. After the first hour, all service calls shall be billed in 15-minute increments. Subscriber shall disclose to ATS any material fact affecting the unobstructed access to the life safety system. ATS' obligation under this agreement relates solely to the specified inspection and/or 24-hour monitoring of the life safety system, and not to any other equipment or property, which may affect the system (s).
- 6. MONITORING OF ALARM SYSTEM: Upon receipt of a signal from the premises, unless there is reasonable cause to believe that an emergency condition does not in fact exist, ATS shall make all reasonable efforts to communicate notice of the alarm to the police, fire, or other authorities, and/or to the person(s) whose name and telephone number subscriber has designated in writing to be notified in case of such an alarm.

#### LIMITATIONS ON MONITORING SERVICES:

- <u>Failure of Telephones or Telephone Equipment</u>: ATS shall not be obligated to perform any monitoring service whenever any telephone line, VOIP (*Voice over Internet Protocol*), or telephone equipment shall not be in working order.
- Power Interruptions: ATS shall not be obligated to perform any monitoring service whenever a power interruption of four (4) hours or longer occurs.
- Runaway Dialers or Excessive Signals: These type signals are typically the result of malfunctioning equipment on the subscriber's end. Failure to address a runaway or excessive signal situation immediately may prevent an actual emergency transmission from being properly acted upon in a timely fashion. Therefore, the following actions/responsibilities will apply to these situations:
  - a. In the event that the Central Station declares a dialer to be in "runaway," the Central Station will attempt to notify the subscriber of the condition through the subscriber's notification list. The subscriber once notified must either addresses the problem causing the runaway situation themselves, or else must contact ATS service Department for assistance in addressing the problem. This action must be taken within two (2) hours following notification of a runaway dialer condition.
  - b. If the subscriber cannot be notified or if the subscriber fails to take the necessary action to resolve the run-away condition as specified in the proceeding subparagraph, ATS will, at its sole discretion, take one or more of the following actions: 1) dispatch a technician to the subscriber's premises, in which event the subscriber will pay to ATS a service charge to repair, or (2) suspend monitoring service to a subscriber which generates what ATS deems, in its sole discretion, to be an excessive number of false alarm signals.
  - c. In the event of "Excessive Signals" from a subscriber, subscriber will contact ATS' Service Department within five (5) business days of notification to schedule an inspection of the alarm system to include corrective action where required to insure the condition or conditions that resulted in the excessive signals is repaired.

Customers initials Page 2 of 5

STATE FIRE EQUIPMENT DEALER LICENSE #16-000044

STATE FIRE SPRINKLER LICENSE #92353800012002

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ENGINEERED SYSTEMS DEALER

- d. Should the subscriber not resolve the excessive signal problem to the satisfaction of ATS, one or more of the remedies outlined in subparagraph 2, above may be taken at the sole discretion of A Total solution, Inc.
- 7. CANCELLATION: ATS may cancel this agreement at any time, upon ten (10) days' written notice to subscriber. ATS may cancel this agreement without any written notice in the event that ATS' facility, connection wires, or equipment are destroyed or substantially damaged by fire or other cause, such that it is impractical to continue service, or in the event that for reasons beyond ATS' control, proper signal wires or facilities are not available. In the event that ATS' services are terminated pursuant to this Section, ATS will be entitled to a pro-rata portion of the fee specified in Section 4 based upon the amount of time that services have been performed.
- 8. <u>RENEWAL:</u> This agreement is for the term previously specified. Unless either party notifies the other in writing at least thirty (30) days prior to the date of expiration, this agreement will automatically be renewed for a term of one year at ATS' then prevailing rate for the service described in this agreement. REFER TO APPENDIX A
- WAIVER OF WARRANTIES: ATS hereby disclaims all warranties, express or implied, including those of merchantability or fitness for a
  particular purpose, as well as any warranty that its service will avert, deter, or prevent any loss which protective systems might alleviate or
  mitigate.
- 10. <u>LIMITATIONS OF LIABILITY</u>: Subscriber understands and agrees that ATS is not an insurer. Subscriber realizes that despite the frequency of any inspection or test, there is always the possibility that a problem or defect may develop subsequently which would render the alarm system inoperable. ATS shall not be responsible for any loss or damage caused by the failure of subscriber's alarm system to operate properly where such failure was caused by:
  - a. a problem or defect which developed or manifested itself subsequent to an inspection or test by ATS, or
  - b. a problem or defect which could not be discovered by a reasonable inspection or test, or
  - c. the failure of, or defect in, any equipment or property not covered by this agreement, or
  - d. a problem or defect which ATS was unable to fix because of the unavailability of any part, nor shall ATS incur any liability for any delay in response, or the non-response, of police, fire, other authorities, or persons notified by ATS.

ATS shall not be responsible for any loss sustained through fire, burglary, theft, robbery, or other cause, by virtue of this agreement or by virtue of the relationship established by this agreement. ATS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. ATS' sole obligation is to provide those services previously specified. In light of the difficulty of ascertaining damages and the non-feasibility of otherwise obtaining an adequate remedy, if there shall at any time be or arise any liability of ATS by virtue of this agreement, such liability is and shall be limited and fixed as liquidated damages to a sum not to exceed the fee set forth in Section 4 of this agreement.

11. GENERAL: This agreement shall be governed by the laws of the State of Florida and constitutes the entire agreement between the parties hereto with respect to maintenance of the system, and shall supersede all previous or contemporaneous negotiations, commitments, and writings with respect to matters set forth herein. The courts of the State of Florida, Pinellas County and the US District Court for the Middle District of Florida shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under this agreement. It may only be modified by a written amendment, signed and dated by authorized representatives of both parties. The terms and provisions of this agreement shall prevail over any conflicting, additional, or other terms appearing on any purchase order submitted by customer at any time. Neither this agreement nor any rights hereunder may be assigned or otherwise transferred by either party, except to any corporation controlled by or under common control with the assigned party, or in connection with the acquisition of, or the sale of substantially all of the assets of the business to which this agreement pertains.

the business to which this agreement pertains.
A Total Solution, Inc.

Greg Mackin

Printed or Typed Name

Company

Signature
Commercial Sales Manager

Title
4/6/2022

Date

Date

Subscriber Acceptance

Subscriber Acceptance

Subscriber Acceptance

Subscriber Acceptance

Tompany

Printed or Typed Name of Representative

Signature

Title

Date

Customers initials

Page 3 of 5

STATE FIRE EQUIPMENT DEALER LICENSE #16-000044

STATE FIRE SPRINKLER LICENSE #92353800012002

STATE FIRE ALARM LICENSE #EF0000441

3487 Keystone Road, Tarpon Springs, Florida 34688-7815

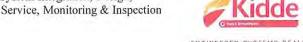


ADDENIDIY A

## A TOTAL SOLUTION, INC. Security & Fire Protection

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	ALLINDIAA	Cost not	
<b>V</b>	Required Inspections Annual Fire Alarm Inspection	Including Tax \$375.75	Initials
	Semi-Annual Fire Alarm Inspection (1)	<del>- 4373.73</del>	
	Quarterly Fire Alarm Inspection (1)		
	Biennial Smoke Detector Test (1)		
1	Annual Fire Sprinkler Inspection (1)	\$285.50	
	Semi-Annual Fire Sprinkler Inspection (1)		<u> </u>
	Quarterly Fire Sprinkler Inspection (1)		
	Quarterly Fire Sprinkler Inspection (2)		
	Annual Backflow Inspection		
	Backflow Bypass Service		-
1	Fire Extinguishers (10)	\$128.00	
	Differential Pressure Test		-
	3/4 " Bypass Inspection		<u></u>
1	Annual Hood Inspection (1)	\$85.00	
1	Semi-Annual Hood Inspection (1)	\$85.00	
1	Trip Charge	\$48.00	
	Fire Hydrant Assessment (15)		
1	24 Hour Fire Alarm Monitoring (Annual)	\$432.00	Billed Quarterly@ \$108.00
	24 Hour Security Monitoring (Annual)		Billed Quarterly@ \$
	Total Annual Cost	\$1,439.25	Includes Tax
	V 111 C		
-	Variable Inspections		
_	Biennial Smoke Detector Test Due	-	•
1	5-Year Fire Sprinkler Inspection Due		
.oca	tion Name: The Groves Country Club		
Conf	tact Name: Greg Cox		Date: 4/6/2022
	tact Signature:		
ווט,	tact signature.		itials Page 4 of 5
		Custoffici III	1 ugc 4 01 9

STATE FIRE EQUIPMENT DEALER LICENSE #16-000044

STATE FIRE SPRINKLER LICENSE #92353800012002

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#### APPENDIX B

#### **REGULAR HOURS:**

Any normal working day between 8:00 a.m. and 4:30 p.m.

#### **OVERTIME HOURS:**

Any normal working day where work proceeding during regular hours goes beyond 4:30 PM. Any work, which may be Scheduled for execution after 5:00 PM on any workday.

#### **EMERGENCY HOURS:**

Any work required by customer personnel after normal working hours which requires immediate attention and Necessitates a special trip to the site. A minimum of four (4) hours will be charged when responding to "emergency" Service. Emergency service charges are computed "portal-to-portal" in lieu of the travel zone schedule.

#### **HOLIDAY EMERGENCY:**

Any work beginning the day before an ATS recognized holiday at 4:30 PM to the day after that holiday at 8:00 AM. A minimum of four (4) hours will be charged when responding to "holiday emergency" service, for the days below:

NEW YEAR'S DAY
GOOD FRIDAY
EASTER
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING DAY
FRIDAY AFTER THANKSGIVING
CHRISTMAS EVE
CHRISTMAS DAY
NEW YEARS EVE

Customers initials Page 5 of 9

STATE FIRE EQUIPMENT DEALER LICENSE #16-000044

STATE FIRE SPRINKLER LICENSE #92353800012002

STATE FIRE ALARM LICENSE #EF0000441

3487 Keystone Road, Tarpon Springs, Florida 34688-7815

### Tab 5

#### Wilkes Air Conditioning, LLC

P.O. BOX 95 Bushnell, FL 33513 (352) 303-7358 St. Cert. # CMC1249437

" Old Fashion Quality Service"

Heating • Air Conditioning • Generators

Commercial and Residential

### **PROPOSAL**

Proposal created for		Job Name								
The Groves		AC Service								
Address		Job Address								
7924 Melogold Cir.										
City, State Zip Land o Lakes, FL		City State Zip								
Phone	Date Submitted	Job Contact	Date of Plans							
8139952832	6-16-18	Stephen Fowler								
We respectfully submit	the following specifica	ations and estimate for:								
Quarterly service of all A	AC systems at the clubl	nouse.Cost to include:								
1. Replace all air filters	3									
2. Clean drain lines										
3. Check operation of	all units									
4. Report any problem	381.000.005									
The port any problem	- to management									
	parts needed will be ch	arged additionally	cations, for the sum of							
Five hundred fifty 00/										
Payment to be made as follo										
All material is guaranteed to be completed in a works to standard practices. Any a above specifications involexecuted only upon writter an extra charge over and agreements contingent up	manlike manner according alteration or deviation from ving extra cost will be- n orders, and will become above the estimate. All	Authorized Signature								
delays beyond our contro tornado and other necessa are fully covered by V Insurance.	ol. Owner to carry fire, ry insurance. Our workers	Proposal Valid for	30 Days							
Acceptance of Proposis specifications, prices and conhereby authorize all work as	nditions are acceptable. I	Signature								
Pate		Signature								
Date Authorized:										

### Tab 6

Hi Gregory,

Yes we do. We can provide that service under the current T&M NTE or we can open up a new scope. We would need to increase the NTE limit of course.

I estimate the time to take approximately 15 hours for Lighting (\$1,800) and 15 hours for Electrical which would include a site visit to verify onsite capacity (\$2,250). You will get a signed and sealed lighting / electrical plan with photometry.

That being said, we would need a survey plan or other scaled CAD plan of the area to do our work on. We may be able to create a plan based on the satellite image but I'm not sure if your AHJ will accept that as a permit document.

Best,

-Aram

#### Aram Ebben, IALD, CLD, LEED AP

EXP | Principal, Director of Lighting Design m: +1.407.758.0551 | e: aram.ebben@exp.com

exp.com | legal disclaimer



#### **Site Lighting Report**

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

#### **PURPOSE**

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

#### 1. Existing Luminaires

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





Pool Lighting Report Project Number: USS-22008916-00

Date: 31 March 2022



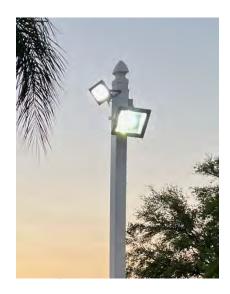






b. The existing luminaires appear to be 4000K LED flood style luminaires mounted on 10' -12' poles.







Pool Lighting Report Project Number: USS-22008916-00

Date: 31 March 2022

#### 2. Site Photometry

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





Pool Lighting Report Project Number: USS-22008916-00 Date: 31 March 2022

#### 3. Code & Conclusion

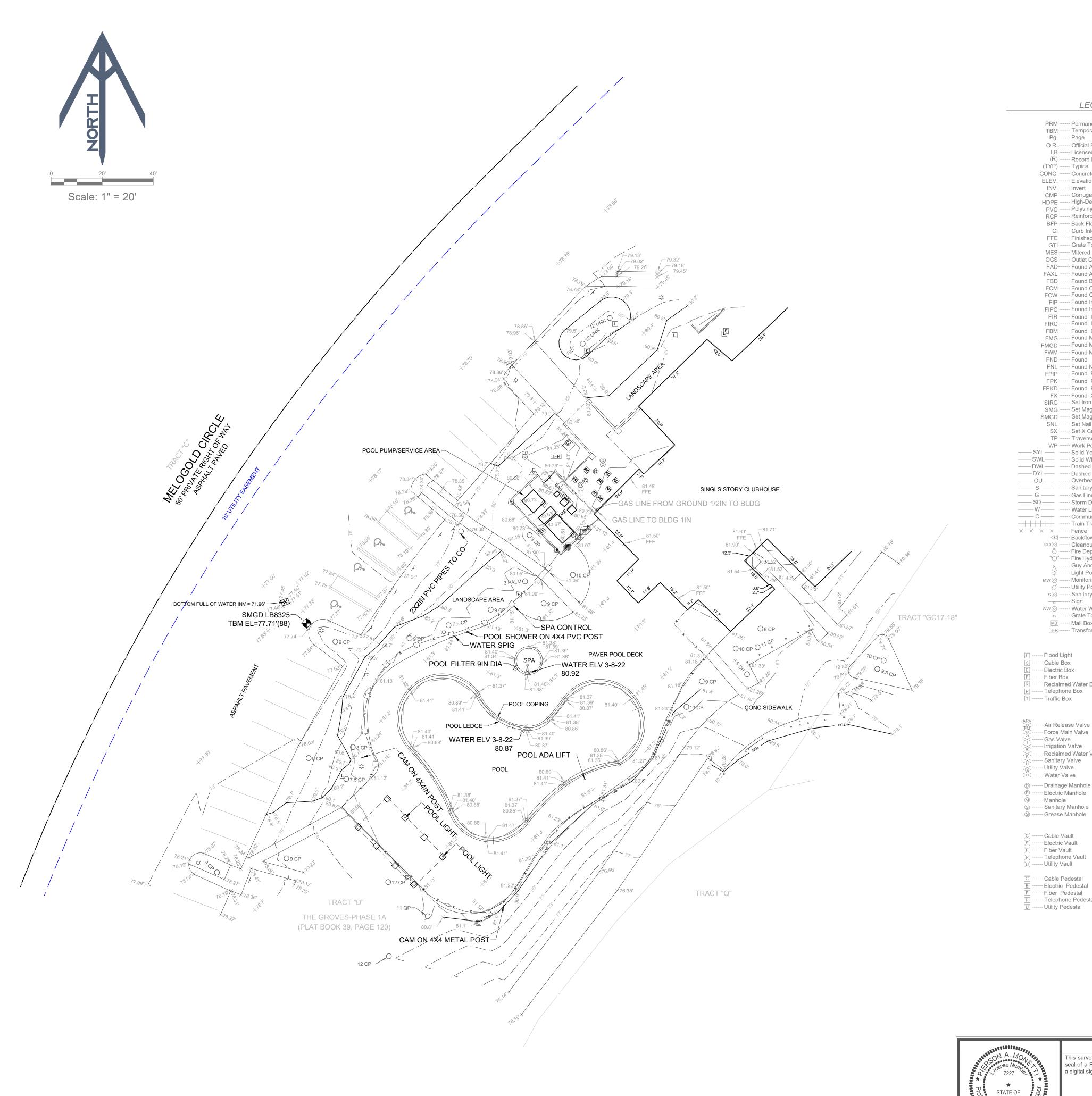
**a.** The Florida Department of Health Code Chapter 64E-9 Public Swimming Pools and Bathing Places establishes the requirements for night time swimming illumination. The following excerpt is taken from 64E-9.006 Construction Plan Approval Standards.

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

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

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







PRM ----- Permanent Reference Monument TBM ----- Temporary Benchmark Pg. ----- Page O.R. ---- Official Records Book LB ----- Licensed Business (R) ----- Record Measurement

(TYP) ----- Typical CONC. ---- Concrete ELEV. ----- Elevation

> INV. ---- Invert CMP ----- Corrugated Metal Pipe HDPE ----- High-Density Polyethelene PVC ----- Polyvinyl Chloride

> RCP ----- Reinforced Concrete Pipe BFP ----- Back Flow Preventor CI ---- Curb Inlet

FFE ----- Finished Floor Elevation GTI ----- Grate Top Inlet MES ----- Mitered End Section

OCS ----- Outlet Control Structure FAD----- Found Aluminum Disk FAXL ----- Found Axle FBD ----- Found Brass Disk

FCM ----- Found Conc. Monument FCW ----- Found Copper Weld FIP ----- Found Iron Pipe

FIPC ----- Found Iron Pipe and Cap FIR ----- Found Iron Rod FIRC ----- Found Iron Rod and Cap

FBM ----- Found Benchmark FMG ----- Found Mag Nail FMGD ----- Found Mag Nail and Disk

FWM ----- Found Monument in Well FND ----- Found

FNL ----- Found Nail FPIP ----- Found Pinched Iron Pipe FPK ----- Found PK Nail

FPKD ----- Found PK Nail and Disk FX ----- Found X Cross SIRC ----- Set Iron Rod and Cap

SMG ----- Set Mag Nail SMGD ----- Set Mag Nail and Disk SNL ----- Set Nail

SX ----- Set X Cross

--- Traverse Point WP ----- Work Point —— SYL — ----- Solid Yellow Line

——DWL—— ----- Dashed White Line ——DYL—— ----- Dashed Yellow Line —— S —— Sanitary Sewer Line — G — Gas Line

----- Storm Drain Line ----- Water Line ----- Communications Line Train Tracks

× × × Fence < ---- Backflow Preventer co 
----- Cleanout ---- Fire Dept. Connection T----- Fire Hydrant

---- Guy Anchor --- Light Pole C ----- Utility Pole

s o ----- Sanitary Cleanout ----- Sign ww 

----- Water Well Elevation Shot Location -MB ----- Mail Box

TFR ----- Transformer

--- Flood Light -- Cable Box -- Electric Box --- Fiber Box --- Reclaimed Water Box -- Telephone Box

-- Traffic Box

--- Cable Handhole ---- Fiber Handhole --- Gas Handhole Irrigation Handhole --- Sanitary Handhole --- Telephone Handhole ---- Utility Handhole

E<sub>1</sub> ----- Electric Handhole

w ----- Water Handhole ARV Air Release Valve ---- Force Main Valve -- Gas Valve --- Electric Meter -- Irrigation Valve Gas Meter --- Reclaimed Water Valve Irrigation Meter -- Sanitary Valve - Reclaimed Water Meter -- Utility Valve - Sanitary Meter ──---- Water Valve - Water Meter Drainage Manhole --- Cable Marker

© ----- Grease Manhole C ---- Cable Vault 王 ----- Electric Vault

F( ----- Fiber Vault P( ----- Telephone Vault ັນ( ----- Utility Vault --- Cable Pedestal -- Electric Pedestal

> -- Fiber Pedestal - Telephone Pedestal --- Utility Pedestal

---- Utility Marker Ĉ₂ ----- Cable Marking ---- Electric Marking ---- Fiber Marking ---- Gas Marking

--- Electric Marker

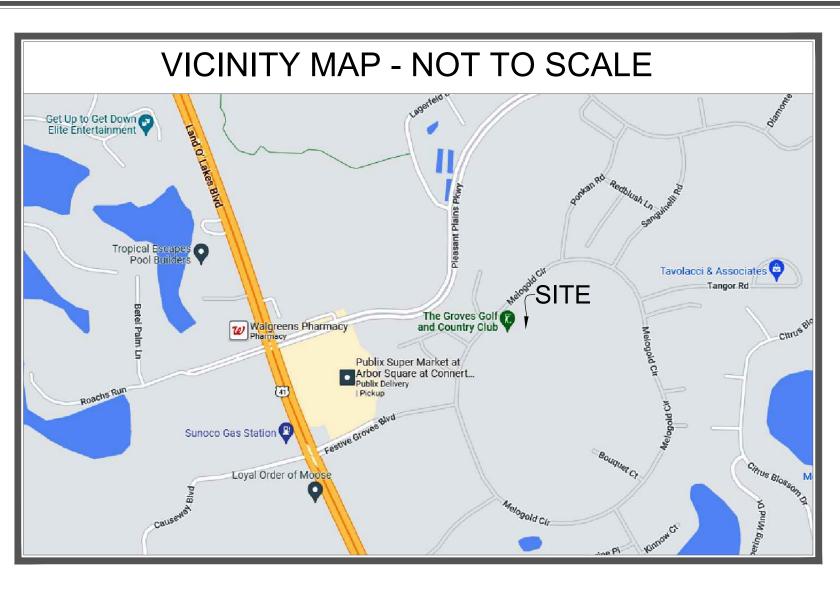
-- Irrigation Marker --- Sanitary Marker

---- Water Marking

رُغُ ----- Sanitary Marking

--- Fiber Marker

--- Gas Marker



#### **SURVEYOR'S NOTES:**

1) This survey was prepared without the benefit of current title, ownership and encumbrances and is subject to title review and/or abstract. MRIC Spatial, LLC. makes no representations or guarantees pertaining to easements, encumbrances, rights-of-ways, reservations, agreements and other similar matters

2) This survey is limited to above ground visible improvements along and near the boundary lines, except as shown hereon, and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.

3) This survey is intended to be displayed at 1" = 20' or smaller.

4) Additions or Deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.

5) The subject property lies in Flood Zone "X", according to Flood Insurance Rate Map, Map No. 12101C0238F for Unincorporated Pasco County, Community No. 120230, Pasco County, Florida, dated September 26, 2014 and issued by the Federal Emergency Management Agency. Lines shown have been digitally translated from DFIRM database information supplied by the FEMA Map Service Center

6) Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the

surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to. 7) On this drawing, certify means to state or declare a professional opinion of conditions regarding those findings or facts which are the

subject of the certification and does not constitute a warranty or guarantee, either implied or expressed. This certification is only for the lands as described. This certification is not a certificate of title, easements, zoning or freedom of encumbrances.

8) The lands described hereon may contain lands that are considered environmentally sensitive wetlands that are subject to claim or restriction by one or more of the following agencies: Army Corp. of Engineers, Southwest Florida Water Management District (S.W.F.W.M.D.), or Department of Environmental Protection (D.E.P.). Wetland lines and areas, if any, are not shown hereon.

9) Underground utilities shown hereon may be based solely or in part on the following: Markings provided by utility companies, plans requested from utility providers, observed above ground evidence and remote sensing measurements taken by the surveyor. All evidence of underground utilities made available to the surveyor are shown hereon. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. Where additional or more detailed information is required, the user of this survey is advised that excavation and/or a private utility locate request may be necessary. Due to limitations outside the surveyor's control, underground infrastructure or utilities may exist within or near the subject property that are not depicted hereon.

10) It is hereby certified that a survey of the hereon described property was made under my supervision and meets the standards of practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.060 FAC, pursuant to Section 472.027,

11) Elevations shown hereon are based on the North American Vertical Datum of 1988 (NAVD 88), based on National Geodetic Survey Benchmark "CONN 1", having a published elevation of 75.34 feet (NAVD 88).

> Live Oak TREE LEGEND ---Laurel Oak --Live Oak -- Chinaberry --Longleaf Pine DBL ----- Two Trees
> ELM ----- Elm
> SG ----- Sweet Gum --Date Palm TPL ---- Three Trees Tree species TO ---- Turkey Oak UNK ----- Unknown WO ----- Water Oak --- Slash Pine ---Loblolly Pine CYP ---SYC ------- Cypress --- Sycamore WA ----- Washingtonia Palm

Surveyor's Certificate his survey not valid without the original signature and seal of a Florida Professional Surveyor and Mapper, or a digital signature complying with 5J-17 Florida Statutes

Survey History Description Last field data acquisition 701 S. Howard Avenue, Suite 106-320 Tampa, FL 33606 813-515-0821

The Groves Pool Topographic Survey 7924 Melogold Cir, Land O' Lakes, FL 34637 Prepared for: The Groves CDD Section 35, Township 25 South, Range 18 East,

Pasco County, FL

**Project Number: 220037** 

Survey Datum Horizontal Datum NAD83 Vertical Datum NAVD88

Pierson A Monetti, LS 7227

MRICSpatial.com Licensed Business #8325

Sheet 1 of 1

### Tab 7



# The Groves Community Development District

www.thegrovescdd.org

**Proposed Budget for Fiscal Year 2022-2023** 

Presented by: Rizzetta & Company, Inc.

5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544 Phone: 813-994-1001

rizzetta.com

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#### **GENERAL FUND BUDGET**

#### **ACCOUNT CATEGORY DESCRIPTION**

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

#### **REVENUES:**

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

#### **EXPENDITURES - ADMINISTRATIVE:**

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

#### **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Streetlights:** The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

#### **REVENUES:**

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

#### **EXPENDITURES:**

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

#### <u>DEBT SERVICE FUND BUDGET</u> ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

#### **REVENUES:**

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

#### **EXPENDITURES – ADMINISTRATIVE:**

Bank Fees: The District may incur bank service charges during the year.

**Debt Service Obligation:** This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

## Proposed Budget The Groves Community Development District General Fund Fiscal Year 2022/2023

	Chart of Accounts Classification  Actual YTD through 03/21/22		through	A	Projected nnual Totals 2021/2022		nual Budget r 2021/2022	Var	rojected Budget riance for 121/2022		udget for 022/2023	•	Budget Increase ecrease) vs urrent Year	Comments	Δ	ctual FY 20/21
1																
2	REVENUES															
3																
4	Interest Earnings														\$	136
5	Interest Earnings	\$	35	\$	70	\$	-	\$	70	\$	-	\$	-			
6	Special Assessments Tax Roll	•	1 000 001	•	4 000 004	•	4 000 000	Φ.		•	4 000 000	•			Φ.	4 007 000
7	Other Miscellaneous Revenues	\$	1,099,231	\$	1,099,231	\$	1,099,228	\$	3	\$	1,099,228	\$	-		\$	1,027,260
8	Miscellaneous Revenues	\$	11 111	6	22.220	¢	22.000	r.	(0.770)	r.	22.000	¢	(10,000)	dooroood	φ	24 420
10	Facility Rent/Lease	Ф	11,114	\$	22,228	\$	32,000	\$	(9,772)	\$	22,000	\$	(10,000)	decreased	\$	21,128 3,750
11	TOTAL REVENUES	\$	1,110,380	\$	1,121,529	\$	1,131,228	\$	(9,699)	¢	1,121,228	\$	(10,000)		φ \$	1,052,274
12	TOTAL REVENUES	Ψ	1,110,300	9	1,121,329	Ψ	1,131,220	Ψ	(3,033)	Ψ	1,121,220	Ψ	(10,000)		Ψ	1,032,274
13	Balance Forward from Prior Year	\$	_	\$		\$	81,032	\$	(81,032)	\$	88,958	\$	7,926			
14		Ψ		Ψ		Ψ	01,002	Ψ	(01,002)	Ψ	00,000	Ψ	7,020			
15	TOTAL REVENUES AND	\$	1,110,380	\$	1,121,529	\$	1,212,260	\$	(90.731)	\$	1,210,186	\$	(2,074)		\$	1,052,274
16		•	.,,	Ť	-,,	•	-,,	*	(00,00)	*	1,=10,100	•	(=,===)		*	-,,
17																
18	ADMINISTRATIVE															
19																
20	Legislative															
21	Supervisor Fees	\$	9,000	\$	18,000	\$	14,000	\$	4,000	\$	18,000	\$	4,000	Increase	\$	17,000
22	Financial & Administrative															
23	Administrative Services	\$	4,300	\$	8,600	\$	8,600	\$	-	\$	8,600	\$	-	Same	\$	8,672
24	District Management	\$	18,750	\$	37,500	\$	37,500			\$	37,500	\$	-	Same	\$	39,167
25	Disclosure Report	\$	1,000	\$		\$	1,000	\$	-	\$	1,000	\$	-		\$	1,000
26	Assessment Roll	\$	5,000	\$	5,000	\$	5,000	\$	-	\$	5,000	\$	-	Same	\$	5,250
27	Financial & Revenue Collections	\$	2,500	\$		\$	5,000	\$	-	\$	5,000	\$	-	Same	\$	4,958
28	Accounting Services	\$	9,600	\$	19,200	\$	19,200	\$	-	\$	19,200	\$	-	Same	\$	21,459
29	Email Host and Website	\$	1,050	\$	2,100	\$	2,100	\$	-	\$	2,100	\$		Same	\$	3,615
30	Management Contract (Amenity)	\$	119,666	\$	239,332	\$	285,301	\$	(45,969)	\$	304,644	\$	19,343	All for pay incre		169,738
31	District Engineer Trustees Fees	\$	22,998	\$	45,996	\$	15,000	\$	30,996	\$	25,000	\$	10,000	Increase	\$	56,682
32	***************************************	\$	3,300	\$	3,300	\$	3,300	\$	-	\$	3,300	\$	-	Same	\$	3,300
34	Auditing Services Arbitrage Rebate Calculation	\$	1,000	\$	3,600 1,000	\$	3,600 500	\$	500	\$	3,600 1,000	\$	500	New Contract F	\$	3,426
35	Miscellaneous Mailings	\$	1,000	\$	1,000	\$	1,000	\$	(1,000)		1,000	\$	- 500	Increase Same	\$	-
36	Public Officials Liability	\$	3,108	\$	3,108	\$	3,256	\$	(148)		3,730	\$	474	Increase	\$	2,960
37	Legal Advertising	\$	375	_	750	\$	1,500		(750)		1,500			Same	\$	2,067
38	Bank Fees	\$	1,000			\$	1,000		-	\$	1,000		_	Same	\$	1,000
39	Dues, Licenses & Fees	\$	175			\$	750		(575)		750		_	Same	\$	648
40	Music License/Monthly Service	\$	-	\$		\$	2,000		(2,000)		-	\$	(2,000)		\$	2,029
41	Tax Collector /Property	\$	-	\$		\$	150		(150)		150	\$	-	, ,	\$	150
42	Liquor License	\$	3,227	\$		\$	500		2,727		2,000		1,500	Increase	\$	5,840
43	Website Hosting, Maintenance,	\$	758	\$		\$	1,650	\$	(134)		1,650		-		\$	3,615
44	Legal Counsel															
45	District Counsel	\$	23,516	\$	47,032	\$	25,000	\$	22,032	\$	35,000	\$	10,000	Increase	\$	47,590
46							-						-			· · ·
47	Administrative Subtotal	\$	230,352	\$	446,436	\$	436,907	\$	9,529	\$	480,724	\$	43,817		\$	400,166
48																
49	OPERATIONS															
50																
51	Law Enforcement	^	0.000	_	4 150	_		_	(0.000			_	(0 ===:	5	_	0 :
52	Deputy/Florida Highway patrol	\$	2,096	\$	4,192	\$	7,500	\$	(3,308)	\$	5,000	\$	(2,500)	Decrease	\$	6,480
53	Security Operations	φ.	24.054	φ.	00.000	Φ.	00.000	Φ.	(40.000)	Φ.	00.005	Φ.	0.005		Φ.	
54	Security Services and Patrols	\$	34,654			\$	80,000		(10,692)	_	88,625		8,625	Cooumit MA	\$	- 05 046
55 56	Security Monitoring Services  Misc. Operating Supplies	\$	13,800			\$	25,200		2,400	\$	27,600		2,400	Securiteam Mo		95,216
57	Security Camera/Equipment	,				\$	1,000		2,616		1,000		(40,000)	Same	\$	1,032
	Security Camera/Equipment Security Camera Financing	\$	2,200	\$		\$	20,000		(15,600)			\$	(10,000)	new title	\$	57,641
58	Security Camera Financing	\$	692	\$	1,384	\$	8,500	\$	(7,116)	\$	-	\$	(8,500)	pending	\$	-

## Proposed Budget The Groves Community Development District General Fund Fiscal Year 2022/2023

	Chart of Accounts Classification	Actual YTD through 03/21/22		An	Projected nnual Totals 2021/2022		ual Budget 2021/2022	vai	rojected Budget riance for 021/2022	l	udget for 022/2023	(De	Budget ncrease crease) vs rrent Year	Comments	A	ctual FY 20/21
59	Electric Utility Services															
60	Utility Services	\$	4,195	\$	8,390	\$	8,000	\$	390	\$	8,000	\$	-	Same	\$	32,504
61	Street Lights	\$	12,679	\$	25,358	\$	27,000	\$	(1,642)	\$	25,000	\$	(2,000)	Decrease	\$	27,125
62	Utility - Recreation Facilities	\$	11,392	\$	22,784	\$	27,000	\$	(4,216)	_	25,000	\$	(2,000)	Decrease	\$	23,239
63	Gas Utility Services		*								· · · · · · · · · · · · · · · · · · ·	·	( , , ,			,
64	Utility - Recreation Facilities	\$	21,097	\$	42,194	\$	30,000	\$	12,194	\$	30,000	\$	-	Same	\$	-
65	Garbage/Solid Waste Control		*						· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·	·				
66	Garbage - Recreation Facility	\$	1,432	\$	2,864	\$	1,500	\$	1,364	\$	2,200	\$	700	Increase	\$	2,394
67	Solid Waste Assessment	\$	2,768	\$	2,768	\$	2,750	\$	18	\$	2,750	\$	_	Same	\$	2,543
68	Water-Sewer Combination	·	,		,		,	Ė		Ė	,				•	,
69	Utility Services	\$	9,547	\$	19,094	\$	25,000	\$	(5,906)	\$	20,000	\$	(5,000)	Decrease	\$	13,520
70	Stormwater Control		-,	_	,			7	(0,000)	7	,		(2,222)		-	10,0=0
71	Stormwater Assessment	\$	3,684	\$	3,684	\$	4,500	\$	(816)	\$	3,684	\$	(816)	Decrease	\$	3,684
	Aquatic Maintenance (Pond &	Ψ	0,001	Ψ	0,001	Ψ	1,000	Ψ	(0.0)	Ψ	0,001	Ψ	(0.0)	Booroado	Ψ	0,001
72	Rim Ditch)	\$	7,703	\$	15,406	\$	17,000	\$	(1,594)	\$	17,316	\$	316	Decrease	\$	16,662
73	Lake/Pond Bank Maintenance	\$	-	\$	-	\$	15,000	\$	(15,000)	_	8,000	\$	(7,000)	Decrease	\$	7,685
75	Stormwater System	\$	2,300	\$	4,600	\$	5,000	\$	(400)		3,000	\$	(2,000)	inlet /outlet, etc		3,684
76	Miscellaneous Expense	\$	4,000	\$	8,000	\$	1,000	\$	7,000	\$	1,000	\$	(2,000)	inict /outlot, otc	\$	1,180
77	Other Physical Environment	Ψ	4,000	Ψ	0,000	Ψ	1,000	Ψ	1,000	Ψ	1,000	Ψ	<u>-</u>		Ψ	1,100
78	General Liability &	\$	25,953	\$	25,953	\$	30,200	\$	(4,247)	\$	30,784	\$	584		\$	25,179
79	Entry & Walls Maintenance	\$	500	\$	1,000	\$	2,000	\$	(1,000)	_	2,000	\$	304	Same	\$	2,125
80	Landscape Maintenance	\$	101,352	\$	202,704	\$	141,578	\$	61,126	\$	141,578	\$	<u> </u>		\$	
81	Holiday Decorations	\$		_	11,926	_		\$		\$		\$		Contract amou	\$	144,368
			11,926	\$		\$	5,000	_	6,926		12,000		7,000	increase		210
82	Irrigation Repairs &	\$	15,412	\$	30,824	\$	10,000	\$	20,824	\$	20,000	\$	10,000	Increase	\$	20,348
83	Irrigation Pump/Well	\$	5,989	\$	11,978	\$	2,500	\$	9,478	\$	2,500	\$	-	Same	\$	5,662
84	Landscape - Mulch	\$		\$		\$	20,025	\$	(20,025)		20,025	\$	- (2 - 2 - 2 )	Contract Option		7,788
85	Landscape -Annuals	\$	1,728	\$	3,456	\$	5,100	\$	(1,644)		2,600	\$	(2,500)	Decrease	\$	2,592
86	Reclaimed Water- WUP	\$	6,166	\$	12,332	\$	25,000	\$	(12,668)		13,000	\$	(12,000)	Decrease	\$	9,105
87	Landscape Replacement Plants,	\$	-	\$	-	\$	20,000	\$	(20,000)	\$	20,000	\$	-	Same	\$	50,424
88	Road & Street Facilities											_			_	
89	Gate Facility Maintenance	\$	3,553	\$	7,106	\$	2,000	\$	5,106	\$	2,000	\$	<u> </u>		\$	-
90	Sidewalk Repair & Maintenance	\$	-	\$	-	\$	25,000		(25,000)	_	10,000	\$	(15,000)	Decrease	\$	12,315
91	Parking Lot Repair &	\$	-	\$	-	\$	1,500	\$	(1,500)		1,500	\$	-	Same	\$	-
92	Roadway Repair & Maintenance	\$	-	\$	-	\$	1,000	\$	(1,000)	\$	1,000	\$	-	Same	\$	-
93	Parks & Recreation															
94	Maintenance & Repair	\$	22,142	\$	44,284	\$	30,500	\$	13,784	\$	40,000	\$	9,500	Increase	\$	62,853
95	Vehicle Maintenance	\$	969	\$	1,938	\$	1,500	\$	438		1,500	\$		Same	\$	3,636
96	Clubhouse Misc. Expense	\$	10,705	\$	21,410	\$	10,000	\$	11,410	\$	15,000	\$	5,000	Increase	\$	-
97	Pool Service Contract	\$	9,015	\$	18,030	\$	20,000	\$	(1,970)	\$	18,000	\$	(2,000)	Decrease	\$	14,268
98	Pest Control	\$	1,060	\$	2,120	\$	2,500	\$	(380)	\$	2,000	\$	(500)	Decrease	\$	-
99	Equipment Lease (Copier)	\$	2,002	\$	4,004	\$	5,000	\$	(996)	\$	4,000	\$	(1,000)	decrease	\$	-
100	Computer Support, Maintenance & Repair	ď	660	ď	4 200	ď	F00	ď	900	ď	1 000	¢	F00	Incresse	¢	
-	Fitness Equipment Maintenance	\$	660	\$	1,320	\$	500	\$	820	\$	1,000	\$	500	Increase	\$	-
101	& Repairs	\$	1,164	\$	2,328	\$	1,000	\$	1,328	\$	1,000	\$	-	Same	\$	-
102	Clubhouse - Facility Janitorial		, -		,		,		,		,	Ť			·	
.02	Supplies	\$	4,864	\$	9,728	\$	10,000		(272)	\$	8,000	\$	(2,000)	Decrease	\$	7,611
103	Pool Repairs	\$	2,166	\$	4,332	\$	1,000	\$	3,332	\$	1,000	\$	-	Same	\$	-
104	Fountain Service Contract	\$	700	\$	1,400					\$	1,400			New line		
105	Fountain Repairs	\$	1,638	\$	3,276					\$	1,800			New line		
106	Fire Alarm System Monitoring, Inspection & Repair	\$	1,363	\$	2,726					\$	1,600			New line		
107	Facility A/C & Heating Maintenance & Repair	\$	2,340	\$	4,680	\$	8,000	\$	(3,320)	\$	8,000	\$	-	Same	\$	-
108	Telephone Fax, Internet	\$	4,524	\$	9,048	\$	8,000	\$	1,048	\$	8,000	\$	-	Same	\$	6,519
109	Office Supplies	\$	3,196	\$	6,392	\$	6,000	_	392	_	6,000	\$	-	Same	\$	11,334
	Furniture Repair/Replacement	\$	4,830	\$	9,660		2,500		7,160		2,000	\$	(500)	Decrease	\$	265

## Proposed Budget The Groves Community Development District General Fund Fiscal Year 2022/2023

	Chart of Accounts Classification	1	ctual YTD through 03/21/22	An	Projected nual Totals 2021/2022	nual Budget r 2021/2022	va	Projected Budget riance for 021/2022	udget for 022/2023	(De	Budget Increase ecrease) vs urrent Year	Comments	Δ	ctual FY 20/21
111	Pool Furniture Replacement	\$	-	\$	-	\$ 2,500	\$	(2,500)	\$ 1,000	\$	(1,500)	Decrease	\$	253
112	Pool/Water Park	<b>\$</b>	8,198	\$	16,396	\$ 12,000	\$	4,396	\$ 12,000	\$	-	Same	\$	16,321
113	Dog Park Maintenance	\$	726	\$	1,452	\$ 2,500	\$	(1,048)	\$ 2,500	\$	-	Same	\$	2,908
114	Athletic/Park Court/Field Repairs	<b>65</b>	919	\$	1,838	\$ 5,500	\$	(3,662)	\$ 2,000	\$	(3,500)	Decrease	\$	25,922
115	Boardwalk and Bridge	<b>65</b>	352	\$	704	\$ 3,500	\$	(2,796)	\$ 3,500	\$	•	Same	\$	-
116	Lighting Replacement	<b>65</b>	27	\$	54	\$ 1,000	\$	(946)	\$ 1,000	\$	•	Same	\$	70
117	Contingency													
118	Miscellaneous Contingency	\$	9,200	\$	18,400	\$ 45,000	\$	(26,600)	\$ 30,000	\$	(15,000)	Decreased	\$	-
119														
120	Field Operations Subtotal	\$	631,738	\$	758,441	\$ 775,353	\$	(24,314)	\$ 729,462	\$	(50,691)		\$	726,665
121														
122	Contingency for County TRIM													
123														
124	TOTAL EXPENDITURES	\$	862,090	\$	1,204,877	\$ 1,212,260	\$	(14,785)	\$ 1,210,186	\$	(6,874)		\$	1,126,831
125														
126	EXCESS OF REVENUES OVER	\$	248,290	\$	(83,348)	\$ -	\$	(105,516)	\$ -	\$	4,800		\$	88,855
127														

## Proposed Budget The Groves Community Development District Reserve Fund Fiscal Year 2022-2023

Chart of Accounts Classification	t	ctual YTD hrough 03/21/22	Anı	Projected nual Totals 021/2022	В	Annual udget for 021/2022	va	rojected Budget riance for 021/2022	udget for 022/2023	(	Budget Increase Decrease) 2021/2022	Comments
REVENUES												
Interest Earnings												
Interest Earnings	\$	10,891	\$	26,138	\$	-	\$	26,138	\$ -	\$	-	
Special Assessments		-		•				·				
Tax Roll	\$	225,000	\$	225,000	\$	225,000	\$	-	\$ 225,000	\$	-	
TOTAL REVENUES	\$	235,891	\$	251,138	\$	225,000	\$	26,138	\$ 225,000	\$	-	
TOTAL REVENUES AND BALANCE FORWARD	\$	235,891	\$	251,138	\$	225,000	\$	26,138	\$ 225,000	\$	-	
EXPENDITURES												
Contingency												
Capital Reserves	\$	217,531			\$	225,000	\$	225,000	\$ 225,000	\$	_	
Capital Outlay	\$	18,360	\$	36,720	\$	-	\$	(36,720)	\$ •	\$	-	
TOTAL EXPENDITURES	\$	235,891	\$	36,720	\$	225,000	\$	188,280	\$ 225,000	\$	-	
EXCESS OF REVENUES OVER EXPENDITURES	\$	_	\$	214,418	\$	-	\$	214,418	\$ 	\$	-	

#### The Groves Community Development District

#### FISCAL YEAR 2022/2023 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

 2022/2023 O&M Budget
 \$1,324,228.00

 Collection Cost @ 2%:
 \$28,175.06

 Early Payment Discount @ 4%:
 \$56,350.13

 2022/2023 Total:
 \$1,408,753.19

 2021/2022 O&M Budget
 \$1,324,228.00

 2022/2023 O&M Budget
 \$1,324,228.00

 Total Difference:
 \$0.00

	PER UNIT ANNU	AL ASSESSMENT	Proposed Incre	ase / Decrease
	2021/2022	2022/2023	\$	%
Debt Service - Club	\$220.14	\$220.14	\$0.00	0.00%
Operations/Maintenance - Club	\$1,841.51	\$1,841.51	\$0.00	0.00%
Total	\$2,061.65	\$2,061.65	\$0.00	0.00%
Debt Service - Courtyard	\$220.14	\$220.14	\$0.00	0.00%
Operations/Maintenance - Courtyard	\$1,841.51	\$1,841.51	\$0.00	0.00%
Total	\$2,061.65	\$2,061.65	\$0.00	0.00%
Debt Service - Patio Operations/Maintenance - Patio Total	\$220.14 \$1,841.51 <b>\$2,061.65</b>	\$220.14 \$1,841.51 <b>\$2,061.65</b>	\$0.00 \$0.00 <b>\$0.00</b>	0.00% 0.00% <b>0.00%</b>
2112	<b>#</b> 000.44	<b>#</b> 000 44	40.00	0.000/
Debt Service - Estate	\$220.14	\$220.14	\$0.00	0.00%
Operations/Maintenance - Estate	\$1,841.51	\$1,841.51	\$0.00	0.00%
Total	\$2,061.65	\$2,061.65	\$0.00	0.00%
Debt Service - Golf Course	\$2,201.36	\$2,201.36	\$0.00	0.00%
Operations/Maintenance - Golf Course	\$18,415.07	\$18,415.07	\$0.00	0.00%
Total	\$20,616.43	\$20,616.43	\$0.00	0.00%

# Proposed Budget The Groves Community Development District Debt Service Fiscal Year 2022/2023

Chart of Accounts Classification	Series 2007	Budget for 2022/2023
REVENUES		
Special Assessments		
Net Special Assessments (1)	\$158,095.70	\$158,095.70
TOTAL REVENUES	\$158,095.70	\$158,095.70
EXPENDITURES		
Administrative		
Financial & Administrative		
Debt Service Obligation	\$158,095.70	\$158,095.70
Administrative Subtotal	\$158,095.70	\$158,095.70
TOTAL EXPENDITURES	\$158,095.70	\$158,095.70
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Pasco County ollection Costs (2%) and Early payment Discounts (4%)

6.0%

#### **Gross assessments**

\$168,186.92

#### Notes:

Tax Roll Collection Costs and Early Payment Discount is 6% of Tax Roll. Budgeted net of tax roll assessments See Assessment Table.

<sup>(1)</sup> Maximum Annual Debt Service less Prepaid Assessments received.

#### **THE GROVES**

#### FISCAL YEAR 2022/2023 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

 TOTAL O&M BUDGET
 \$1,324,228.00

 COLLECTION COSTS & EPD
 2.0%
 \$28,175.06

 EARLY PAYMENT DISCOUNT
 4.0%
 \$56,350.13

 TOTAL O&M ASSESSMENT
 \$1,408,753.19

**UNITS ASSESSED** 

	UNITS	ASSESSED							
_		SERIES 2007	AL	LOCATION OF	O&M ASSESSME	NT	PER LC	T ANNUAL ASSES	SSMENT
LOT SIZE	<u>0&amp;M</u>	DEBT SERVICE (1) (2)	EAU FACTOR	TOTAL <u>EAU's</u>	% TOTAL <u>EAU's</u>	TOTAL O&M BUDGET	O&M	DEBT SERVICE (3)	TOTAL (4)
Club	285	285	1.00	285.00	37.25%	\$524,829.62	\$1,841.51	\$220.14	\$2,061.65
Courtyard	273	273	1.00	273.00	35.69%	\$502,731.53	\$1,841.51	\$220.14	\$2,061.65
Patio	138	137	1.00	138.00	18.04%	\$254,128.03	\$1,841.51	\$220.14	\$2,061.65
Estate	59	59	1.00	59.00	7.71%	\$108,648.94	\$1,841.51	\$220.14	\$2,061.65
Golf Course	1	1	10.00	10.00	1.31%	\$18,415.07	\$18,415.07	\$2,201.36	\$20,616.43
-	756	755	<del>-</del>	765 00	100.00%	\$1,408,753,19			

LESS: Pasco County Collection Costs (2%) and Early Payment Discount (4%)

Net Revenue to be Collected

\$1,324,228.00

<sup>(1)</sup> Reflects 1 (one) Series 2007 prepayment.

<sup>(2)</sup> Reflects the number of total lots with Series 2007 debt outstanding.

<sup>(3)</sup> Annual debt service assessment per lot adopted in connection with the Series 2007 bond issue. Annual assessment includes principal, interest, Pasco County collection costs and early payment discount costs.

<sup>(4)</sup> Annual assessment that will appear on November 2022 Pasco County property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

## Tab 8

#### **RESOLUTION 2022-04**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GROVES COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2022/2023; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the District Manager prepared and submitted to the Board of Supervisors ("Board") of The Groves Community Development District ("District") prior to June 15, 2022 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Proposed Budget"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GROVES COMMUNITY DEVELOPMENT DISTRICT:

- 1. **PROPOSED BUDGET APPROVED**. The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING**. The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: August 2, 2022

HOUR: 6:30 p.m.

LOCATION: The Groves Civic Center

7924 Melogold Circle

Land O'Lakes, Florida 34637

- 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Pasco County at least 60 days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET**. In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the Proposed Budget on the District's website at least 2 days before the budget hearing date and shall remain on the website for at least 45 days.

- 5. **PUBLICATION OF NOTICE**. Notice of this public hearing shall be published in the manner prescribed by Florida law.
- 6. **EFFECTIVE DATE**. This Resolution shall take effect immediately upon adoption.

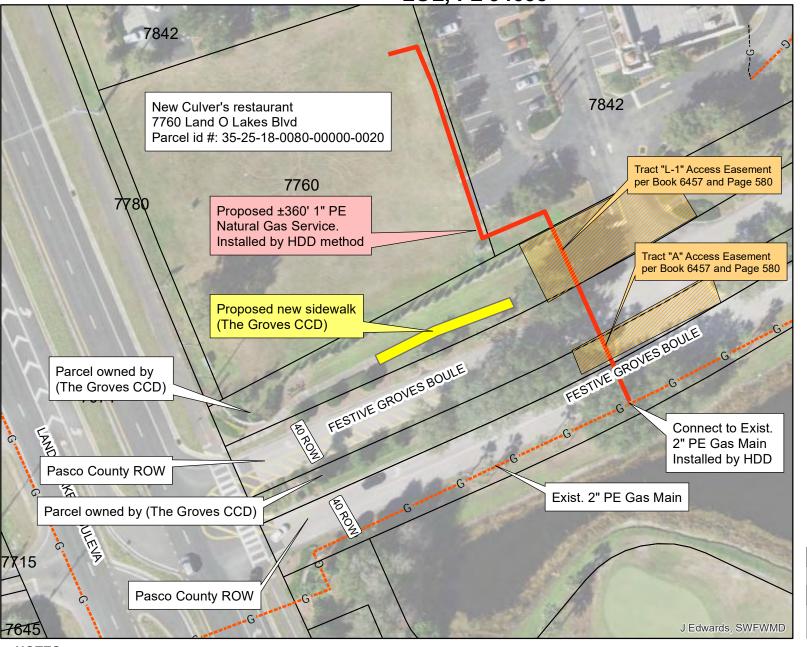
#### PASSED AND ADOPTED ON MAY 3, 2022.

Attest:	Development District
Print Name:	Print Name:
Secretary / Assistant Secretary	Chair/Vice Chair of the Board of Supervisors

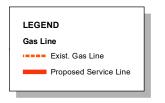
Exhibit A: Proposed Budget for Fiscal Year 2022/2023

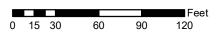
### Tab 9

CGS PERMIT PAS22-04G 7760 Land O Lakes Blvd LOL, FL 34638









DRAWN: JGC
DATE: 3/22/2022
PAS22-04G
SHEET:
1 OF 2

#### NOTES:

ALL UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATION AND MUST BE FIELD VERIFIED. THERE MAY BE EXISTING UTILITES NOT SHOWN. 811 SUNSHINE SHALL BE NOTIFIED 48 HRS PRIOR TO CONSTRUCTION.

INSTALL WITH A MIN. DEPTH OF 36"
MAINTAIN A MIN. CLEARANCE OF 12" FROM ALL EXIST. UTILITIES
LOCATION & DEPTH MAY VARY BASED ON EXIST. FIELD CONDITIONS
LOCATION & DEPTH OF GAS SHALL BE VERIFIED AND DOCUMENTED

Fowler, White, Boggs, Ranker P.O.BOX 1438 Tanpay FL 33601

#### **DECLARATION OF EASEMENTS**

STATE OF FLORIDA COUNTY OF PASCO

Rec: 78.00 Rept: 900189 () IT: 0.00 DS: 0.70 07/06/05 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK 07/06/05 09:07am 1 of 9 OR BK 6457

This Declaration of Easements ("Declaration") is adopted by The Groves Community Development District, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes (1990), ("GROVES") and Connerton, LLC, a Delaware limited liability company ("Connerton").

WHEREAS, GROVES is the owner of that certain tract of land described on Exhibit A hereof and by this reference made a part hereof for all purposes (the "Easement Property"); and

WHEREAS, Connerton is the owner of an adjacent parcel of land which is described on Exhibit B attached hereto and hereby incorporated by reference (the "Adjacent Parcel"); and

WHEREAS, GROVES desires to create an easement over the Easement Property for certain uses as set out herein for the benefit of the present and future owner of the Adjacent Parcel.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, GROVES hereby declares, grants and conveys the following easement and covenants burdening the Easement Property for the benefit of the Adjacent Parcel.

- GROVES hereby grants a nonexclusive easement upon, over and across the Easement Property for the benefit of the Adjacent Parcel such grant to be without warranty of title of any kind except as by, through and under GROVES.
- GROVES hereby grants to Connerton the right to construct and maintain at its own expense a roadway within the Easement Property, including the right to construct any utility lines underneath the roadway that Connerton determines necessary to service the Adjacent Parcel. Such roadway and utility lines shall be in accordance with plans and specifications prepared by Connerton and approved in writing by GROVES and the Pasco County Department of Transportation, shall be completed in a good and workmanlike manner and shall be free of all mechanics and materialman liens and claims. All costs of such construction shall be paid by Connerton, and Connerton shall have no authority to create a lien of any type or character upon the Easement Property. Irrigation lines, street lighting and landscaping are located within the Easement Property. Connerton shall be responsible for any and all damage to and repair and replacement of such irrigation lines and street lighting that may occur as a result of
- be responsible for the relocation of affected landscaping to areas approved by the Groves.

  3. Connerton hereby agrees that it shall be responsible to oversee and arrange the maintenance and pay for the maintenance, repair and replacement, as necessary, of the roadway over and across the Easement Property and any utilities. In the event Connerton defaults in its maintenance obligations hereunder, GROVES

  -1
  C:\Documents and Series

  The toadway as contemplated hereunder. Connerton shall also to the responsible to oversee and arrange the maintenance and pay for the maintenance, repair and replacement, as necessary, of the roadway over and across the Easement Property and any utilities. In the event Connerton defaults in its maintenance obligations hereunder, GROVES

may give Connerton notice of such default. Connerton shall thereupon have fifteen (15) days to commence correction of such default and diligently and continuously pursue such correction until completion. In the event correction of such default has not commenced within such fifteen (15) day period or in the event Connerton has not diligently and continuously pursued the correction of such default, GROVES, after notifying Connerton, shall have the right, but not the obligation, to enter upon and employ others to enter upon the Easement Property to undertake correction of such default, and such performing party shall be promptly reimbursed for all sums reasonably expended in connection therewith together with interest thereon until the date of payment at the maximum rate permitted by applicable law within ten (10) days after written notice to Connerton.

- 4. GROVES shall have the right to relocate the Easement Property from time to time with the prior written consent of Connerton, which shall not be unreasonably withheld or delayed. Connerton may withhold or delay its consent only if the new location materially limits or interferes with access to and from the Adjacent Parcel through the Easement Property or if the new location is not equal in quality of materials and construction standards to the Easement Property. All such relocation expenses, including construction expenses, shall be paid by GROVES, and any such relocation shall be accomplished with due diligence so as to minimize obstruction of access to and from the Adjacent Parcel.
- 5. GROVES agrees that it will not erect, construct or install any signage, buildings or other improvements on the Easement Property that materially obstruct or diminish the access to and from the Adjacent Parcel.
- 6. This Declaration and rights, privileges and benefits hereunder or pursuant hereto may be modified, amended or waived only with the prior written consent of the then current owner of the Adjacent Parcel and the owner of the Easement Property. Notwithstanding the above, this Declaration and the rights, privileges and benefits hereunder or pursuant hereto may be unilaterally released and terminated by Connerton at any time for any reason. In the event of such termination, Connerton shall reimburse GROVES for any costs reasonably associated with restoring the Easement Property to its present condition existing on the date hereof. Notwithstanding the sentence immediately above, Connerton is responsible solely for the costs of restoring the improvements if any, which were removed and/or modified so that Connerton would have access to and from the Adjacent Parcel.
- 7. If during the existence of this Declaration, GROVES or Connerton sells or transfers its respective ownership of the Easement Property or the Adjacent Parcel, the selling or transferring party shall be released and discharged from any and all obligations, responsibilities and liabilities under this Declaration from and after the date thereof, and any such transferee, by the acceptance of the transfer of such interest shall thereupon become subject to the covenants contained herein from and after the date thereof to the same extent as if such transferee were originally a part hereto.
- 8. The rights and obligations of Connerton and GROVES pursuant to this Declaration shall run with the land and are binding upon and shall inure to the benefit of the heirs, personal representatives successors and assigns of the parties hereto.

- 9. GROVES grants the easement in, under and over the Easement Property in its present condition, "as is, where is".
- 10. The grant of the easement herein is made subject to all matters of record as of the date of this Declaration.
- 11. The grant of the easement herein is subject to GROVES's right to use the Easement Property and to grant further easements and to construct improvements upon, under, over and across the Easement Property so long as such further easements and improvements do not materially limit or interfere with access to and from the Adjacent Parcel.
- 12. All notices provided or permitted to be given under this Declaration must be in writing and may be served by depositing same in the United States maid addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering the same in person to such party; by prepaid telegram or telex; or by facsimile copy transmission. Notice given in accordance herewith shall be effective upon receipt by the party to be notified.
- CONNERTON HEREBY INDEMNIFIES AND AGREES TO HOLD HARMLESS GROVES AND ITS SHAREHOLDERS, MEMBERS, PARTNERS, DIRECTORS, OFFICERS, AND EMPLOYEES ("INDEMNIFIED OWNER") FROM AND AGAINST ANY AND ALL JUDGMENTS, EXECUTIONS, MATTERS OF ACTION, CAUSES OF ACTION, RIGHTS, SUITS, DEBTS AND SUMS OF MONEY, OBLIGATIONS, DUTIES, LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), CLAIMS AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, WHETHER DUE TO INDEMNIFIED OWNER'S NEGLIGENCE OR NOT, ARISING OUT OF THE USE OR EXERCISE BY CONNERTON OR ITS AGENTS, EMPLOYEES, CONTRACTORS, INVITEES, GUESTS OR AGENTS OF ANY RIGHTS OF USE OR OPERATION IN CONNECTION WITH THE EASEMENT PROPERTY TO THE EXTENT THE INDEMNIFIED OWNER HAS NOT PREVIOUSLY BEEN REIMBURSED OR COMPENSATED THEREFOR OUT OF ANY INSURANCE PROCEEDS APPLICABLE THERETO AND ACTUALLY PAID TO THE INDEMNIFIED OWNER, WHETHER SUCH INSURANCE IS CARRIED BY CONNERTON AND/OR THE INDEMNIFIED OWNER. THE TERMS AND PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE ANY TERMINATION OF THIS DECLARATION OF EASEMENTS FOR ALL MATTERS OCCURRING PRIOR TO THE DATE OF SUCH TERMINATION.
- 14. Connerton shall maintain or cause to be maintained broad form comprehensive general public liability insurance insuring against claims on account of loss of life, bodily injury or property damages that may arise from, or be occasioned by the condition or use of the Easement Property by Connerton or its agents, employees or invitees. Said insurance policies shall provide for a minimum combined single limit of \$2,000,000.00, and GROVES shall be named as an additional insured.

[Signatures appear on following page]

EXECUTED as of this 23	_ day o	f June , 2005
	CONN	<u>NERTON</u> :
		NERTON, L.L.C., ware limited liability company
	Ву:	Westerra Management, L.L.C., a Delaware limited liability company, authorized representative
		By: WSCL Name: W. Stewart Gibbons Title: Vice President

**GROVES**:

THE GROVES COMMUNITY DEVELOPMENT DISTRICT

Name: Robert D. Brown, Chairman

State of Florida County of H: 115borough
The foregoing instrument was acknowledged before me this day of westerna Management, L.L.C., a Delaware Limited Liability Company, as authorized representative of Connerton, LLC, a Delaware Limited Liability Company, who is personally known to me or who has produced an oath.
CHARLOTTE MOORE MY COMMISSION # DD339998 EXPIRES: July 21, 2008 1-800-3-NOTARY F1. Notary Discount Assoc. Co.
State of Florida County of <u>Pasco</u> The foregoing instrument was acknowledged before me this day of
The foregoing instrument was acknowledged before me this day of the Chairman of The Groves Community Development District, who is personally known to me or who has produced as identification and who did not take an oath.
Notary Public 7. Thitaker
NICOLE T. WHITAKER Commission # DD 0284397 My Commission Expires Innuary 25, 2008

EXHIBIT A

# CONNERTON VILLAGE CENTER GROVES - PHASE 1A TRACT "L-1" (Open Green Space) ACCESS EASEMENT

DESCRIPTION: A portion of TRACT "L-1", as shown on the plat of GROVES - PHASE 1A, as recorded in Plat Book 39, Pages 120 through 150, inclusive, of the Public Records of Pasco County, Florida, and being more particularly described as follows:

Commence at the Westerlymost corner of said GROVES - PHASE 1A, run thence along the Northerly boundary of TRACT "L-1" (Open Green Space), of said GROVES - PHASE 1A, the following two (2) courses: 1) N.62°19'10"E., 246.75 feet to the POINT OF BEGINNING; 2) continue, N.62°19'10"E., 100.00 feet; thence S.27°40'50"E., 42.21 feet to a point on a curve on the Southerly boundary of said TRACT "L-1" (Open Green Space); thence along said Southerly boundary of TRACT "L-1" (Open Green Space), Southwesterly, 100.04 feet along the arc of a curve to the right having a radius of 1450.00 feet and a central angle of 03°57'11" (chord bearing S.61°12'37"W., 100.020 feet); thence N.27°40'50"W., 44.15 feet to the POINT OF BEGINNING.

Containing 4375 square feet, more or less.

CNT-CT-002
P:\Connerton\CTON-VILCENGROVES-ACCESS
JMG

February 11, 2005

#### EXHIBIT A

CONNERTON VILLAGE CENTER
GROVES - PHASE 1A
TRACT "A" (Grass Median)
ACCESS EASEMENT

DESCRIPTION: A portion of TRACT "A" (Grass Median), as shown on the plat of GROVES - PHASE 1A, as recorded in Plat Book 39, Pages 120 through 150, inclusive, of the Public Records of Pasco County, Florida, and being more particularly described as follows:

Commence at the Westerlymost corner of said GROVES - PHASE 1A, run thence along the Northerly boundary of TRACT "L-1" (Open Green Space), of said GROVES - PHASE 1A, N.62°19'10"E., 246.75 feet; thence S.27°40'50"E., 84.15 feet to a point on a curve on the Northerly boundary of the aforesaid TRACT "A" (Grass Median), said point also being the POINT OF BEGINNING; thence along said Northerly boundary of TRACT "A" (Grass Median), Northeasterly, 100.04 feet along the arc of a curve to the left having a radius of 1490.00 feet and a central angle of 03°50'48" (chord bearing N.61°14'25"E., 100.02 feet); thence S.27°40'50"E., 20.03 feet to a point on a curve on the Southerly boundary of said TRACT "A" (Grass Median); thence along said Southerly boundary of TRACT "A" (Grass Median), Southwesterly, 100.04 feet along the arc of a curve to the right having a radius of 1510.00 feet and a central angle of 03°47'45" (chord bearing S.61°15'16"W., 100.02 feet); thence N.27°40'50"W., 20.00 feet to the POINT OF BEGINNING.

Containing 2001 square feet, more or less.

CNT-CT-002
P:\Connerton\CTON-VILCENGROVES-ACCESS
JMG

February 11, 2005

#### EXHIBIT B

## CONNERTON VILLAGE AREA ONE VILLAGE CENTER COMMERCIAL PARCEL

DESCRIPTION: A parcel of land lying in Section 35, Township 25 South, Range 18 East, Pasco County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 35, run thence along the North boundary of said Section 35, S.89°03'43"E., 1203.63 feet to a point on the Easterly right-of-way line of U.S. HIGHWAY No. 41 (STATE ROAD No. 45), per Florida Department of Transportation Right-of-Way Map No. 544B-ROAD 5, and as recorded in Deed Book 102, Page 444, of the Public Records of Pasco County, Florida; thence along said Easterly right-of-way line, 5.18°05'41"E., 536.27 feet; thence N.71°54'19"E., 12.00 feet to a point on a curve, said point also being the POINT OF BEGINNING; thence Northeasterly, 39.26 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 89°59'05" (chord bearing N.26°53'52"E., 35.35 feet) to a point of tangency; thence N.71°53'24"E., 535.66 feet; thence S.18°06'36"E., 197.21 feet to a point of curvature; thence Southeasterly, 127.11 feet along the arc of a curve to the left having a radius of 205.00 feet and a central angle of 35°31'31" (chord bearing S.35°52'21"E., 125.08 feet) to a point of compound curvature; thence Easterly, 47.54 feet along the arc of a curve to the left having a radius of 50.00 feet and a central angle of 54°28'36" (chord bearing 5.80°52'25"E., 45.77 feet) to a point of tangency; thence N.71°53'17"E., 179.15 feet to a point on the Westerly boundary of THE GROVES PHASE 1A, according to the plat thereof as recorded in Plat Book 39, Pages 120 through 150, inclusive, of the Public Records of Pasco County, Florida; thence along said Westerly boundary of THE GROVES PHASE 1A, the following two (2) courses: 1) S.18°06'43"E., 451.95 feet; 2) S.62°19'10"W., 808.22 feet to a point on a curve on the Westerly boundary of a 15 foot wide Utility Easement, as recorded in Official Records Book 5338, Page 551, of the Public Records of Pasco County, Florida; thence along said Westerly boundary, lying 12.00 feet Easterly of and parallel with the aforesaid Easterly right-of-way line of U.S. HIGHWAY No. 41 (STATE ROAD No. 45), the following two (2) courses: 1) Northerly, 495.77 feet along the arc of a curve to the right having a radius of 5597.58 feet and a central angle of 05°04'29" (chord bearing N.20°37'55"W., 495.61 feet) to a point of tangency; 2) N.18°05'41"W., 403.48 feet to the POINT OF BEGINNING.

OR BK 6457 PG 588

Containing 14.105 acres, more or less.

CNT-CT-025
P:\Connerton\CONNER-VAP1\_VILLCEN-DS

JMG

Revised: JMG

February 27, 2004 August 6, 2004



### **CDD Labor Rates**

(July 1, 2022 – July 1, 2023)

Classification	<u>Rates</u>
Principal	\$225
Project Manager	\$200
Senior Engineer	\$180
Project Engineer	\$145
Engineer	\$115
Senior Surveyor	\$150
Project Surveyor	\$130
Surveyor	\$95
Survey Field Crew (3-person)	\$165
GIS Technician	\$150
Senior Environmental Scientist	\$150
Environmental Scientist	\$110
Senior Designer	\$110
Designer	\$95
Senior Engineering Technician	\$85
Engineering Technician	\$65
Senior Inspector	\$115
Inspector	\$75
Clerical	\$50





# The Groves CDD Aquatics



### Kevin Riemensperger

4/22/2022 9:57 AM

Steadfast Environmental 30435 Commerce Drive Suite 102 San Antonio, FL 33576 813-836-7940 | office@SteadfastEnv.com



Site: 4



Comments

Excellent condition. There are ephemeral amounts of subsurface algae. Normal for a pond of this caliber.





### Site: 7



Comments:

Excellent condition. No signs of significant algae activity. Nuisance grasses are being managed along the perimeter.







### Site: 2



2-B - Excellent condition. the exposed bank is free of shoreline grasses, while observable algae activity is nonexistent.







Comments:

3-A - Great condition/improving. The only observed algae activity are the remains of previously treated surface filamentous algae. this will continue to decay over the course of 5-7 days, whereupon it will be fully dissolved.









3-B - Great condition. Healthy beneficial Duckpotato and Waterlilies. The minor amounts of grasses between these are being managed per visitation.





Site: 2



2-A - Excellent condition. Routine maintenance and monitoring will continue.







### Site:



F-N - Excellent condition. Healthy beneficial plants, no signs of algae or grasses here. The pond has aesthetically pleasing charm.







6G - Mixed condition, improving. The shoreline is free of nuisance grasses. The major issue reported on this pond is recurring filamentous algae activity. A technician will be deployed tomorrow to address the growth, but it will be an ongoing occurrence given the zone's proximity to the wetland area.







### Site: 5



Great condition. Previously treated grasses continue to decay here.







F-S - Excellent condition.







### Management Summary

Spring continues to heat up, and May seems to be bringing with it a perfect storm for algae growth. Temperature and humidity are both increasing. Extended daylight means more growing time, leading to increased growth of both algae and nuisance grasses. The lack of substantial rainfall to flush nutrients out of the pond compounds the issue; since the shallow, stagnant water conditions are perfect for algal growth. Upkeep in the ponds will increase during this time, as residents will notice an increase in the growth of all vegetative matter.

Technicians on-site are currently providing both reactive and proactive treatment to the growth. If any algal activity is found to be actively growing around the shoreline and shallow areas it is immediately targeted with algaecides. Ponds which historically (in our experience) produce algal activity are pre-treated with algaecides even if none are present in an effort to get ahead of the growth.

At the time of this report, most ponds were in excellent condition. In all monitored ponds, new algae activity was either nonexistent or at a minimum (the exception being 6G, though algae grows more quickly here as a result of backflow from the neighboring wetland area). Treatments administered this day should abade or resolve algal growth. Otherwise, the majority of the ponds showed signs of success since the previous treatment; with all visible filamentous algae within reach decaying. However, as this is peak algae season, follow-up treatments are always necessary to maintain the aesthetics of the ponds.

#### Recommendations / Action Items

Stay on top of any new algae growth as we approach peak growing season.

Target shoreline grasses along the exposed banks of the ponds.

Stay alert for debris items that have found their way into the ponds.

Thank you for choosing Steadfast Environmental! :)





### THE GROVES CDD

Festive Groves Blvd, Land O' Lakes

Gate Code:







### **April Monthly Manager's Report**

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

Email: clubhouse@thegrovescdd.com

**Clubhouse Manager: Amy Wall** 

**Facilities Coordinator: Shawn Piccolo** 

#### **Clubhouse Operations/Maintenance Updates**

- Purchased and placed pool lounge chairs by Leaders Apr 21 2022.
- Billing completed for 2<sup>nd</sup> quarter RV park, new keys being issued to RV owners
- Projecting acquisition of eye wash station for maintenance shed.
- Emergency Action Plan completed for review
- Emergency Management Plan completed for review
- The Groves rock display is being worked on tarp has been laid dirt is being placed to fill in hole.
- Pressure washed the front and back of the clubhouse
- Toro utility cart has been purchased for maintenance
- Leaders lounge chairs bought and delivered
- Donut holes placed over dog park irrigation heads

### **Projected Projects**

- Martin Aquatic Design pool renovation still in early stages of planning.
- Immediate pool repairs quote received from Pool Works Health Inspection.
- Lanai project in process.
- Dog park project in process. Receiving updates from Saraha Langley.
- The Groves front entrance drainage / erosion repair in process.



#### **Vendor That Made a Site Visit or Performed a Service**

- Had irrigation lifted on new arm installed Jaffa
- Steadfast Rim ditch review and proposals with Chairman, District Manager, Facilities Coordinator
- Wilks AC replaced all filters in Clubhouse and Restaurant

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### **Equipment Safety Checks**

#### **Facilities Usage**

- FCA golf tournament Apr 15th
- Clubhouse rental Friday Apr 15<sup>th</sup> church service
- Volunteer recognition luncheon Apr 20
- Bocce club luncheon Apr 18th
- Stroke prevention seminar Apr 23<sup>rd</sup>
- Knights of Columbus golf tournament Apr 24th
- St Jude's golf tournament Apr 29th
- AARP smart driving class Apr 21st

### **Upcoming Events**

- Clubhouse rentals 21st 27th May
- Jeff will be waxing the ballroom floors May 6<sup>th</sup>

-

#### **Board of Supervisor's Requests & Updates**

- Golf shoe cleaner needed for entrance to lanai.
- Hot water heater for maintenance shed.
- Sliding doors outside lanai
- Dog park project review by Board of Supervisors (POC Sara Langley)

#### **Resident Requests**

- Dog waste station on Trovita and at dog park.
- Status of rim ditch maintenance behind Eustis.
- Magazine racks in library.
- 20941 Sunsweet Ct perimeter fence broken between Wilderness and Groves
- Electric box in RV park

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### **UPCOMING DATES TO REMEMBER**

Next Meeting: June 7, 2022

• FY 2020-2021 Audit Completion Deadline: June 30, 2022

• Next General Election (Seats 1,2,3): November 2022

Final Budget Meeting: July 5, 2022

District Manager's Report May 3, 2022

2022

FINANCIAL SUMMARY	3/31/2022	
General Fund Cash & Investment Balance:	\$1,564,970,	
Reserve Fund Cash & Investment Balance:	\$1,785,583	
Debt Service Fund Investment Balance:	\$208,756	
Total Cash and Investment Balances:	\$3,559,309	
General Fund Expense Variance:	(\$2,016)	Over Budget
Reserve Fund Expense Variance:	\$196,182	Under Budget
Total General and Reserve Fund Variance	e:\$194,164	Under Budget

### **Project/Maintenance Management The Groves**

Task	Priority	Status	Start	Estimate Completion	% Complete	Lead	Notes
Clubhouse Facilities							
Clubhouse Music System	Low	In Progress	Nov 2021	Apr 2022	0%	ОМ	Throughout Clubhouse
Clubhouse Drainage	Normal	In Progress	Nov 2021	Apr 2022	90%	OM/DE	Flooding near back entrances. DE evaluating SiteMaster's Report.
Get More Speakers for Stage	Normal	Pending	Mar 2022	Apr 2022	5%	ОМ	Staff reviewing options
Smoking Room Enclosure	Normal	Pending	May 2022	TBD	5%	OM/ Mr. Allison	Proposal obtained to enclose with glass sliding windows. \$19K
Pool							
Pool/Spa RFP	High	In Progress	NA	July 2022	15%	DM/DC/ Martin Aquatic	Martin Aquatic Design to develop Scope of Work
Pool/Spa Renovation	High	In Progress	NA	July 2023	35%	Martin Aquatic	Survey Complete. Martin Aquatics now evaluating the survey.
Pool Shell Surface Issues	High	In Progress	April 22	May 2022	2%	DM/Martin Aquatic	Significant issues with pool floor surface coming up creating hazardous conditions
Pool Night Swimming Certification Validation	High	In Progress	Jan 2022	May 2022	5%	DE/DM	Survey 3/30/22. Night swimming halted.
Pool Pavers Reset	Normal	0n-going	Mar 2021	0n-going	20%	OM/Maint	Maint. Team Inspecting and Fixing
Pool Furniture Purchase	Normal	In Progress	Nov 2021	Mar 2022	100%	ОМ	10 Lounge Chairs delivered
New Storage Shed for Pool	Normal	Pending	Mar 2022	Apr 2022	50%	ОМ	Old one out. New one in progress

Restaurant							
Lanai Remodel/Enclosure	High	In Progress	Oct 2021	July 2022		OM/ Mr. Allison	Permits obtained. Add HVAC + Electrical
Cabana Remodel	High	Unknown	Mar 2021	TBD	0%	OM/DE	Request to determine if water distribution can be added
Restaurant Back Doors	Normal	Pending	Feb 2022	TBD	5%	OM/ Mr. Allison	Yehova estimate \$10,218 to replace
Restaurant ADA Restroom Door Closure	Normal	Pending	Feb 2022	TBD	5%	OM/ Mr. Allison	Est. Cost \$2,500 if Maintenance Installs
Beverage Golf Cart	Normal	In Progress	Mar 2021	Apr 2022	50%	В9В	B9B to acquire beverage cart
Amend Restaurant Agreement to add Standing Utility Rate	Normal	In Progress	Mar 2022	Apr 2022	95%	Staff / DC	\$300 rate per month agreed to. Inventory to be re-done.
Irrigation Renovation							
Irrigation System Split Study	High	In Progress	Nov 2021	July 2022	10%	OM/DE	Ballenger Irrigation hired to conduct analysis
Stormwater, Ponds, Rim Ditches							
Rim Ditch Clearing and Maintenance Agreement Needing Update	Normal	In Progress	Mar 2022	May 2022	90%	ОМ	Proposals Received from Steadman.
Stormwater Facilities Report	Normal	In Progress	Dec 2022	Apr 2022	75%	DE	District Engineer preparing.
Policies							
Policy for Vegetation Trimming on CDD Property	Normal	In Progress	Nov 2021	May 2022	25%	DM/DC	Mr. Cox to draft and present to the Board
Set Up Workshop for Facilities Use Policy	Normal	In Progress	Mar 2022	Apr 2022	75%	Staff/ DC	Workshop Complete, Policies under development

Golf Maint Facility							
Golf Maint Bldg Repairs	Normal	In Progress	Nov 2021	May 2022	25%	OM/Maint	Restroom work. Work plan being developed by maintenance team.
Cameras (Back Areas)	Normal	In Progress	Nov 2021	Apr 2022	0%	OM/Maint	Cameras in place being evaluated
Community Maintenance							
Flooding at Entrance	Normal	In Progress	Nov 2021	Apr 2022	10%	OM/DE	No potable source reasonably available. Staff will manually maintain.
The Groves Rock Display	Low	In Progress	Nov 2021	Apr 2022	15%	OM/DE	Working with Golf Course Maintenance
The Groves Rock Display	Low	In Progress	Nov 2021	Apr 2022	5%	OM/ Mr. Allison	Working with Golf Course Maintenance
Dog Park							
Dog Park Sod	Normal	In Progress	Mar 2022	Apr 2022	25%	OM/Maint	Sod installation week of April 17
Maintenance Vehicles							
Acquistion of new Kubota for Maintenancd Use	Normal	In Progress	Mar 2022	May 2022	15%	Staff/ Mr. Boutin	In progress -Chairman looking at options
HOA Related							
New Shed Approved for HOA Placing on CDD Property	Normal	In Progress	Mar 2022	Apr 2022	20%	Staff/ DE	Tuff Shed ordered. Slab Est. Obtained
Resident Requests							
Research Tanger Way Flooding of Lanais	Normal	Pending	Mar 2022	Apr 2022	30%	OM/DE	Direction to have residents resolve with sump pump

Social Club Activities							
Estimate Picnic Tables w/umbrellas for Shuffle B.	Normal	Pending	Mar 2022	Apr 2022	0%	ОМ	Obtaining Quote
Security							
Amenity Staff							
Monthly meeting with all players using Clubhouse facilities	Normal	Pending	Mar 2022	Apr 2022	0%	ОМ	Planning for CDD/HOA/Golf/Restaurant
CDD Email Blast Capability	Normal	Pending	Mar 2022	Apr 2022	0%	ОМ	More information required- assessment
Contracts							
Bid Out CFC Fire Extinquisher/ Monitoring Service	Normal	Pending	Mar 2022	May 2022	0%	OM/DM	Staff to evaluate CFC closer
Verify Holiday Decorations by July 2022	Normal	Pending	Mar 2022	Jul 2022	0%	ОМ	
Accounting/ Finances							
Review and Fix CFC Invoices	Normal	Pending	Mar 2022	Apr 2022	0%	DM	Under Review
Review and Fix Spectrum Invoices	Normal	Pending	Mar 2022	Apr 2022	0%	DM	Under Review

1-800-851-8754 www.pascovotes.com

April 19, 2022

Gregory Cox, District Manager District Office 3434 Colwell Ave Suite 130 Tampa FL 33614

Dear Gregory Cox:

Pursuant to your request, the following voter registration statistics are provided for their respective community development districts as of April 15, 2022.

• The Groves Community Development District

1,142

As always, please call me if you have any questions or need additional information.

Sincerely,

Tiffannie A. Alligood

Chief Administrative Officer



### **Quarterly Compliance Audit Report**

### **The Groves**

**Date:** March 2022 - 1st Quarter **Prepared for:** Scott Brizendine

**Developer:** Rizzetta **Insurance agency:** 



### **Preparer:**

Jason Morgan - Campus Suite Compliance ADA Website Accessibility and Florida F.S. 189.069 Requirements



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# **Compliance Audit Overview**

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

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

# **Compliance Criteria**

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in <u>Florida Statute Chapter</u> 189.069.



# **ADA Website Accessibility**

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



## Florida Statute Compliance

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

# **Audit Process**

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

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

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



## **Accessibility Grading Criteria**

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

<sup>\*</sup>Errors represent less than 5% of the page count are considered passing

<sup>\*\*</sup>Error reporting details are available in your Campus Suite Website Accessibility dashboard



# Florida F.S. 189.069 Requirements Result: PASSED

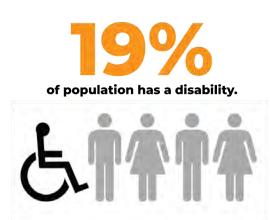
# **Compliance Criteria**

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

# Accessibility overview

#### Everyone deserves equal access.

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



Sight, hearing, physical, cognitive.

## The legal and right thing to do

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



# **ADA Compliance Categories**

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



#### **Contrast and colors**

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

**Contract checker:** http://webaim.org/resources/contrastchecker



## Using semantics to format your HTML pages

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



#### Text alternatives for non-text content

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

Helpful article: <a href="http://webaim.org/techniques/alttext">http://webaim.org/techniques/alttext</a>



## Ability to navigate with the keyboard

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

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

Helpful article: <a href="http://webaim.org/techniques/skipnav">http://webaim.org/techniques/skipnav</a>

# Q

## Easy to navigate and find information

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

Helpful article: <a href="http://webaim.org/techniques/sitetools/">http://webaim.org/techniques/sitetools/</a>



## **Properly formatting tables**

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

Helpful article: <a href="http://webaim.org/techniques/tables/data">http://webaim.org/techniques/tables/data</a>



## **Making PDFs accessible**

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

*Helpful articles:* <a href="http://webaim.org/techniques/acrobat/acrobat">http://webaim.org/techniques/acrobat/acrobat</a>



## Making videos accessible

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

Helpful article: <a href="http://webaim.org/techniques/captions">http://webaim.org/techniques/captions</a>



## Making forms accessible

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

Helpful article: <a href="http://webaim.org/techniques/forms">http://webaim.org/techniques/forms</a>



#### Alternate versions

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



#### Feedback for users

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



### Other related requirements

#### No flashing

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

#### **Timers**

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

#### Fly-out menus

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

#### No pop-ups

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

# **Web Accessibility Glossary**

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

# **Tab 17**

#### **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, April 5, 2022, at 10:00 a.m., at The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, FL 33637.

#### Present and constituting a quorum:

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

#### Also present were:

Gregory Cox Jennifer Goldyn	District Manager, Rizzetta & Co, Inc. District Manager, Rizzetta & Co, Inc.
Dana Collier	District Counsel, Straley, Robin & Vericker
Amy Wall	Operations Manager
Shawn Piccolo	Facilities Manager
Stephen Brletic	District Engineer, JMT
Frank Prete	Securiteam

#### Audience Members Present

#### FIRST ORDER OF BUSINESS

#### Call to Order

 The meeting was called to order at 10:00 a.m. and all five Supervisors were present in person.

#### SECOND ORDER OF BUSINESS Pledge of Allegiance

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

#### THIRD ORDER OF BUSINESS Audience Comments

The Board received audience comments on the following topics: the need to clear rim ditches behind homes on Trovita; request to extend gate arms at the back

# THE GROVES COMMUNITY DEVELOPMENT DISTRICT April 5, 2022 Minutes of Meeting Page 2

gate; conditions of the dog park following the heavy rains; the need to maintain bike access at the back gates.

#### **FOURTH ORDER OF BUSINESS**

**Dog Park Update** 

The Board received an update from Sarah Langley regarding the on-going work at the dog park by the community volunteers. She reported 11 of the 21 proposed tasks completed so far and that the volunteer group has raised \$3,000 in donated funds for the dog park renovation.

#### FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-03, Setting General Election

The Board considered Resolution 2022-03, Setting General Election

On a motion from Mr. Loar, seconded by Mr. Nearey, the Board unanimously approved to adopt Resolution 2022-03, Setting General Election, for The Groves CDD.

#### SIXTH ORDER OF BUSINESS

Consideration of S
Proposals

f Securiteam

The Board reviewed proposals from Securiteam for upgraded security equipment at the entrances, new barrier arms, and an agreement for 24 hours, seven days a week, virtual gate monitoring which would replace the current staffed gate at the front entrance.

Mr. Frank Prete, with Securiteam, explained that the agreement for the virtual monitoring would include new kiosk stations at no cost to the District, remote concierge gate guard services for \$8,100 monthly which includes the pool monitoring, and a full system inspection guarterly for \$200 per month.

The Board proceeded to consider the gate guard service proposal and to table the proposals for new equipment.

On a motion from Mr. Allison, seconded by Mr. Nearey, the Board approved with a 4-1 vote, with Ms. Cunningham voting no, the proposal for Securiteam to begin the gate guard concierge services 24 hours a day, seven days a week, beginning June 1, 2022, pending execution of the service agreement by the Chairman, for The Groves CDD.

The Board discussed the topic of when to terminate the current services provided by ESS Security and Mr. Prete explained that he estimated the start of the kiosk installation to begin on the first of May 2022, depending upon the execution of the service agreement.

# THE GROVES COMMUNITY DEVELOPMENT DISTRICT April 5, 2022 Minutes of Meeting Page 3

On a motion from Mr. Boutin, seconded by Mr. Nearey, the Board unanimously approved to authorize staff to initiate the service contract termination notice to ESS Security in sufficient time to meet the 30-day contract termination notice requirement which would be effective May 31, 2022, for The Groves CDD.

#### **SEVENTH ORDER OF BUSINESS**

Consideration of Proposals for Replacement Benches at Shuffleboard Court

The Board considered a proposal with two options for a table and benches for the shuffleboard area. The Board approved a \$2,800 expenditure for a proposed table and supporting items.

On a motion from Mr. Loar, seconded by Mr. Nearey, the Board approved to expend not-to-exceed \$2,800 for a table with benches and supporting items for the shuffleboard area, for The Groves CDD.

#### **EIGHTH ORDER OF BUSINESS**

Consideration of Commercial Acoustics Proposal for Clubhouse Acoustic Panels

The Board considered the proposal for acoustic panel installation in the clubhouse from Commercial Acoustics for \$4,459.90 and determined that there was insufficient information regarding where the panels would be installed.

The Board tabled the consideration of the proposal until more detail could be obtained.

#### **NINTH ORDER OF BUSINESS**

#### **Discussion of Pool Inspections**

The Board received an update of the recent pool inspections by the Health Department which resulted in the need to have repairs made immediately to preclude a pool shut down. He noted that the spa was temporarily closed until repairs could be made but has since reopened. He added that the repairs have been made and there were additional administrative requirements such as signage updating still underway.

Mr. Boutin provided that it does not serve the Community well for individuals to contact the Health Inspector to complain about the inspection results.

Mr. Boutin also explained that the inspection revealed that the pool was not authorized to allow night swimming and that a lighting survey recently showed that the current lighting did not meet the requirements and upgrades to the lighting were required. He noted that until the pool is properly certified for night swimming on the pool permit, use of the pool and spa before sunrise or after sunset was not permitted.

On a motion from Mr. Allison, seconded by Mr. Loar, the Board unanimously approved to ratify the Chairman's approval proposals from Pool Works of Florida to execute repairs and maintenance to the pool and equipment to satisfy the deficiencies noted in a Health Department pool and spa inspection, in the amount of \$13,264, for The Groves CDD.

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#### **TENTH ORDER OF BUSINESS**

#### **Discussion of Pool Furniture Proposal**

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The Board was informed that based on the Board's previous approval of funds expenditures for new pool furniture, an order of ten (10) pool sling lounge chairs from Leaders Florida Living were ordered and expected to be delivered soon after they received the payment from the CDD.

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#### **ELEVENTH ORDER OF BUSINESS**

# Discussion of Purchasing Second Utility Cart for Maintenance

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The Board received an update from Mr. Boutin regarding his efforts to locate an additional utility cart for use primarily by maintenance. He indicated he had found one that was offered for \$6,000 and recommended the Board approve him to proceed with acquiring it.

On a motion from Mr. Boutin, seconded by Ms. Cunningham, the Board unanimously approved to authorize the purchase of the additional utility cart with a not-to-exceed amount of \$6,000, for The Groves CDD.

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#### **TWELFTH ORDER OF BUSINESS**

#### Consideration of Workshop Results

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The Board considered a draft of the facilities use policy developed following the workshop held for this topic. The Board members provided guidance to staff for amendments to the draft for reconsideration at a following meeting.

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#### THIRTEENTH ORDER OF BUSINESS Staff Reports

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#### A. District Counsel

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The Board received a District Counsel update from Ms. Collier. She explained that a request had been received from Clearwater Gas to install lines under CDD property near the front entrance to allow them to provide service to the adjacent shopping center.

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Ms. Collier noted that the location of the proposed line was in the same approximate area where the sidewalk was low and repeatedly flooded. She explained that the estimated cost to lift the sidewalk up was in the \$8,400 range.

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The Board provided authorization for her and Mr. Brletic to begin negotiations with Clearwater Gas to see if the work on the sidewalk was something they would be willing to assist with.

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#### **B.** District Engineer

The Board received a District Engineer update from Mr. Brletic.

He noted that the survey for the pool area required for the renovation project had been completed.

He discussed the current status of the clubhouse drainage issue and how there may be design or landscape issues that may be contributing to the slow drainage of water from the area. He explained that he currently had to quotes for the entrance area sidewalk raising work for \$8,400.

He informed the Board that he has received additional comments regarding a previously discussed depression area behind homes on Ruby Red Way.

He noted that he has obtained a quote to do some work on this area from SiteMasters, for \$3,200, which he will forward to Mr. Cox. He noted that he was nearly complete with the stormwater report he was preparing for Pasco County.

Lastly, Mr. Brletic explained that his company just released a rate increase for categories of work and that it can be added to the next meeting agenda.

#### C. Aquatics Report - Steadfast

The Board reviewed reports from Steadfast on waterway and canals.

The Board reviewed the maps provided by Steadfast and requested staff to seek quotes for the areas marked in red and purple for work to be completed.

Mr. Cox noted that the Board had three rim ditch work proposals to review. Proposal #417 for work on rim ditch #21 for removal of decaying vegetation for \$550; proposal # 420 for herbicide application on rim ditch #20 for \$250; and proposal # 416 for maintenance and vegetation removal from the extension of rim ditch #20 for \$8,090.

The Board received audience member requests to have the areas behind 20831 and 20819 Eustis inspected to determine if additional work was required.

On a motion from Mr. Allison, seconded by Mr. Nearey, the Board approved three proposals from Steadfast, for a combined amount of \$8,890, perform rim ditch repairs and extend the rim ditch maintenance on rim ditch #20, for The Groves CDD.

#### D. Operations Manager

The Board reviewed the Clubhouse Manager report and had no additional comments.

206 E. District Manager
207 The Board receive

The Board received District Manager report from Mr. Cox.

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He noted that the next CDD meeting is scheduled for May 3, 2022. He provided an update of the February 2022 financials.

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**FOURTEENTH ORDER OF BUSINESS** 

Consideration of Minutes of the Board of Supervisors' Meeting held on March 1, 2022

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The Board reviewed and amended the minutes of the Board of Supervisors March 1, 2022 meeting.

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On a motion from Mr. Allison, seconded by Mr. Nearey, the Board unanimously approved the minutes of the March 1, 2022 Board of Supervisors' meeting, as amended, for The Groves CDD.

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#### FIFTEENTH ORDER OF BUSINESS

Consideration of Operations and Maintenance Expenditures for February 2022

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The Board reviewed the February 2022 Operations and Maintenance Report. Mr. Boutin expressed his concern that some of the expenditures were for items for which the CDD subsequently received a total or partial reimbursement at some point. His concern is that the report reflected a higher level of expenditure to the reader than was ultimately the case and he questioned if those situations could be reported in a manner that somehow reflected the reimbursement.

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

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#### SIXTEENTH ORDER OF BUSINESS

#### **Supervisor Requests**

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During the Supervisor Requests agenda item, Mr. Loar discussed the meeting he and Mr. Cox had with Florida Reserve Studies and that they would be developing a revised report. He also noted the Golf Course was closed May 9-13 and that would be an opportunity to do bridge repairs.

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Ms. Cunningham requested an update from Mr. Cox as to the creation of the 24x7 staff response plan for contingency situations that occur.

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Mr. Boutin explained that the CDD had obtained in writing from the HOA that the HOA would reimburse all costs to the CDD for the installation of the storage shed. He also noted he was looking for volunteers for bridge repair work.

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Mr. Loar noted that the HOA had requested that the liquor license not be extended to the golf course.

# THE GROVES COMMUNITY DEVELOPMENT DISTRICT April 5, 2022 Minutes of Meeting Page 7

SEVENTEENTH ORDER OF BUSINESS	Adjournment
On a motion from Mr. Loar, seconded by to adjourn the CDD Board meeting at 1:00	Mr. Nearey, the Board unanimously approved p.m. for The Groves CDD.

# **Tab 18**

### THE GROVES COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Wesley Chapel · Florida · 813-994-1001</u>

<u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

<u>www.thegrovescdd.org</u>

# Operation and Maintenance Expenditures March 2022 For Board Approval

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

Approval of Expenditures:

\_\_\_\_\_Chairperson

\_\_\_\_Vice Chairperson

Assistant Secretary

The total items being presented: \$140,401.40

# Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	ice Amount
Ada Whitehouse	008129	031522-Whitehouse	Reimbursement-Fountain Electric 03/22	\$	90.00
Architectural Signage & Printing	008115	16521	Sign - Tennis Court Rules 03/22	\$	57.60
BCI Entities, LLC	008108	221106	Irrigation Consulting 11/21	\$	500.00
Brighthouse Networks	20220322-1	046594101021022	7924 Melogold Circle-Golf & Club 02/22	\$	266.95
Brighthouse Networks	20220322-2	088099301021922	Internet for Master Business Accts 03/22	\$	294.54
Central Termite & Pest Control Inc	. 008117	87841	Pest Control Monthly 03/22	\$	52.00
Central Termite & Pest Control Inc	. 008117	88063	Pest Control Monthly Rodent 03/22	\$	50.00
Christina Cunningham	008095	CC030122	Board Of Supervisors Meeting 03/01/22	\$	200.00
City of Clearwater	008085	4156233 02/22	7924 Melogold Circle 02/22	\$	5,941.41
City of Clearwater	008118	4156233 03/22	7924 Melogold Circle 03/22	\$	3,841.05
Clean Sweep Supply Co., Inc.	008094	2982	Janitorial Supplies 02/22	\$	113.45
Clean Sweep Supply Co., Inc.	008094	3044	Janitorial Supplies 02/22	\$	190.21
Clean Sweep Supply Co., Inc.	008119	3227	Janitorial Supplies 03/22	\$	454.10

# Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoi	ce Amount
Clean Sweep Supply Co., Inc.	008119	3248	Janitorial Supplies 03/22	\$	200.00
ESS Global Corporation	008132	22122	Security Services 02/14/22-02/20/22	\$	1,617.00
ESS Global Corporation	008109	22822	Security Services 02/21/22-02/27/22	\$	1,617.00
ESS Global Corporation	008120	31422	Security Services 03/07/22-03/13/22	\$	1,617.00
ESS Global Corporation	008132	32122	Security Services 03/14/22-03/20/22	\$	1,617.00
ESS Global Corporation	008109	3622	Security Services 02/28/22-03/06/22	\$	1,617.00
Fitness Logic, Inc.	008121	106061	Quarterly General Maintenance 03/22	\$	170.00
Florida Department of Revenue	008096	61-8017755714 02/22	Sales & Use Tax 02/22	\$	91.92
Gray Robinson Atty.	008097	11062473	Alcohol Compliance 02/22	\$	1,500.00
James P Nearey	008101	JN030122	Board Of Supervisors Meeting 03/01/22	\$	200.00
Jimmy Allison	008092	JA030122	Board Of Supervisors Meeting 03/01/22	\$	200.00
Johnson, Mirmiran & Thompson, Inc.	008122	13-188466	Engineer Services 02/22	\$	7,935.00
LLS Tax Solutions Inc.	008133	002609	Series 2007 Arbitrage PE 08/31/21	\$	1,000.00

# Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Inv	oice Amount
Martin Aquatic Design & Engineering	008099	4614	Professional Services Stage 3 02/22	\$	10,000.00
McNatt Plumbing Company, Inc.	008086	11714483	Repair Main Component On Toilet 01/22	\$	205.70
McNatt Plumbing Company, Inc.	008100	11998003	Repair Clogged Drain 01/22	\$	240.00
Mr Electric of Land O Lakes	008087	19112274	Miscellaneous Electrical Repairs 02/22	\$	693.24
Pam Baker	008116	031522-Baker	Reimbursement-Fountain Electric 03/22	\$	90.00
Pasco County	008088	16211471	7924 Melogold Circle Hydrant 01/22	\$	25.48
Pasco County	008110	16272342	7324 Melogold Cir 02/22	\$	1,549.91
Pasco County	008110	16272345	0 Festive Groves Blvd 02/22	\$	30.50
Pasco County	008110	16272346	7320 Land O Lakes Blvd 02/22	\$	109.65
Pasco County	008110	16273108	7924 Melogold Cir - Reclaimed 02/22	\$	2,698.15
Pasco County	008134	16347897	7924 Melogold Circle Hydrant 03/22	\$	25.48
Proteus Pool Services LLC	008102	Grovo13	Pool Maintenance Contract 02/22	\$	2,858.11
Proteus Pool Services LLC	008135	Grovo14	Pool Maintenance Contract 03/22	\$	2,012.53

# Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Inv	oice Amount
Richard Loar	008098	RL030122	Board Of Supervisors Meeting 03/01/22	\$	200.00
Rizzetta & Company, Inc.	008089	INV000066100	Personnel Reimbursement 02/18/22	\$	12,260.20
Rizzetta & Company, Inc.	008089	INV000066362	District Management Fees 03/22	\$	6,033.34
Rizzetta & Company, Inc.	008111	INV000066414	General Management & Oversight 03/22	\$	9,262.84
Rizzetta & Company, Inc.	008123	INV000066470	Out of Pocket Expenses 02/22	\$	131.50
Rizzetta & Company, Inc.	008136	INV000066738	Personnel Reimbursement 03/18/22	\$	8,978.85
Rizzetta Amenity Services, Inc.	008103	INV0000000009303	General Management & Oversight 11/21	\$	9,532.73
Ronald Tamborski	008127	031522-Tamborski	Reimbursement-Fountain Electric 03/22	\$	90.00
Sarah Romanell	008124	031522-Romanell	Reimbursement-Fountain Electric 03/22	\$	90.00
Securiteam, Inc.	008090	11895020822	Connect Multiple Monitors W/ HDMI 02/22	\$	212.50
Securiteam, Inc.	008104	11935022122	Service Call - Gate Repair 02/22	\$	375.00
Securiteam, Inc.	008137	11987030922	Service Call - Gate Repair 03/22	\$	150.00
Securiteam, Inc.	008137	12006030322	Service Call - Gate Repair 03/22	\$	150.00

# Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	oice Amount
Spectrum	20220322-3	0034594836-01 03/22	7924 Melogold Circle- Ballroom 02/22	\$	6.60
Steadfast Environmental, LLC	008125	SE-20644	Aquatic Maintenance 03/22	\$	1,443.00
Steve Gaskins Contracting, Inc.	008105	0000793	Off Duty Deputy & Scheduler Fee 02/22	\$	262.00
Steve Gaskins Contracting, Inc.	008105	0000800	Off Duty Deputy - HOA Meeting 03/01/22	\$	262.00
Straley Robin Vericker	008112	21143	Legal Services 02/22	\$	5,247.50
Straley Robin Vericker	008138	21281	Legal Services 03/22	\$	4,146.50
Stutzman Brothers Property Maintenance, Inc.	008126	15494	Tree Removal - Dog Park 03/22	\$	3,500.00
The Groves CDD	CD407	CD407	Debit Card Replenishment	\$	801.68
The Lake Doctors, Inc.	008128	642794	Fountain System Parts & Service 03/22	\$	52.20
The Lake Doctors, Inc.	008128	642799	Fountain System Parts & Service 03/22	\$	576.30
Toshiba Financial Services	008091	31108882	Copier Maintenance/Color Images 02/22	\$	498.13
Toshiba Financial Services	008139	31301164	Copier Maintenance/Color Images 03/22	\$	327.80
Tuff Shed Inc	008113	00771894	Deposit - Tuff Shed 03/22	\$	4,458.00

# Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Inv	oice Amount
Verizon Wireless	008140	032222	713738176-00001 03/22	\$	69.13
Waste Management Inc. of Florida	008114	0728884-1568-3	Waste Disposal Services 03/22	\$	246.24
Welch Tennis Courts, Inc.	008107	65684	Premium Windscreens Green 03/22	\$	841.88
Wilbur H. Boutin Jr	008093	BB030122	Board Of Supervisors Meeting 03/01/22	\$	200.00
Withlacoochee River Electric	008130	Summary Elec 02/22	Summary Electric 02/22	\$	6,225.33
Cooperative, Inc Yellowstone Landscape	008131	TM 332637	Monthly Landscape Maintenance 03/22	\$	11,798.17
				•	
Report Total				\$	140,401.40