

# The Groves Community Development District

Board of Supervisors' Regular Meeting March 7, 2023

> 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** Vivek Babbar Straley Robin & Vericker

**District Engineer** Stephen Brletic **BDI** 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

March 1, 2023

#### FINAL AGENDA

### Dear Board Members:

The regular meeting of the Board of Supervisors of The Groves Community Development District will be held on **Tuesday, March 7, 2023, 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.	_	ORDER / ROLL CALL OF ALLEGIANCE
3.	AUDIENC	E COMMENTS ON AGENDA ITEMS
4.	STAFF R	EPORTS
	Α.	District Counsel
	B.	District Engineer
	C.	Aquatics Report
		1. February Waterway Inspection Report – Steadfast Tab 1
	D.	Clubhouse Manager
		1. February Clubhouse Manager's Report Tab 2
	E.	District Manager
		1. February Manager Report
		And Projects Summary Update Tab 3
5.	<b>BUSINES</b>	
	A.	Consideration of Night Swimming Lighting Proposal Tab 4
	В.	Consideration of Proposals for Electric Repairs at Front Entrance . Tab 5
	C.	Consideration of RV Park Lighting Proposal Tab 6
	D.	Ratification of Chairman's Approval of Erosion Repair Proposals Tab 7
	E.	Ratification of Chairman's Approval of Pro Pump Proposals Tab 8
	F.	Consideration of Proposals for Restaurant Chiller
	G.	Consideration of 3rd Year Renewal of Yellowstone Landscape
		Maintenance AgreementTab 10
	H.	Consideration of Authorization for Not-To-Exceed \$7,000
		for Pool Furniture Replacement (under separate cover)
	I.	Discussion of Major Project Funding
	J.	Discussion of Policy Regarding CDD Board Members'
		Relationship to StaffTab 11
	K.	Discussion of Rizzetta Services Termination Notice
	L.	Discussion of Workshop Results
		a. Pool and Spa RFP ConsiderationTab 13
		b. Bridge Repair Recommendations Consideration
		c. B9B Discussion Results Consideration

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6.	BUSINESS	ADMINISTRATION

Α.	Consideration of Minutes of Board of Supervisors'
	Regular Meeting held on February 7, 2023 Tab 14
B.	Consideration of Minutes of Board of Supervisors'
	Workshop Meeting held on February 21, 2023 Tab 15
C.	Consideration of Operations & Maintenance
	Expenditures for January 2023 (under separate cover)

## 7. SUPERVISOR REQUESTS

## 8. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,

Gregory Cox District Manager





## The Groves CDD Aquatics

## **Inspection Date:**

2/27/2023 9:29 AM

## Prepared by:

Lee Smith

Account Manager

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

### SITE: 1

Condition: ✓Excellent Great Good Poor Mixed Condition Improving





#### Comments:

Water level in pond is low. No major algae growth observed. Pond contains beneficial Gulf Coast Spikerush around the perimeter. Very minor amounts of Torpedo grass around the perimeter as well. Routine maintenance and monitoring will occur here.

WATER: X Clear Turbid Tannic

ALGAE: X N/A Subsurface Filamentous Surface Filamentous

Planktonic Cyanobacteria

GRASSES: N/A X Minimal Moderate Substantial

NUISANCE SPECIES OBSERVED:

★Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

## SITE: 4

Condition: Excellent <a href="Good Poor Mixed Condition">Great</a> Good Poor Mixed Condition <a href="Good Poor Mixed Condition">Improving</a>





Hydrilla

#### Comments:

Perimeter of pond contains surface and subsurface algae. Algae appears to have been treated recently and is the only issue in the pond. Technician will continue to monitor and treat accordingly.

**X** Clear Turbid WATER: Tannic ALGAE: **X** Subsurface Filamentous **X** Surface Filamentous Planktonic Cyanobacteria GRASSES: X N/A Minimal Moderate Substantial **NUISANCE SPECIES OBSERVED:** Torpedo Grass Pennywort Babytears Chara

Other:

Slender Spikerush

## SITE: 6G

Condition: Excellent Great \( \sqrt{Good} \) Poor Mixed Condition \( \sqrt{Improving} \)





#### Comments:

Pond is dominated by surface and subsurface algae growth. Algae around the perimeter appears to have been treated but still a moderate amount present. Water level in pond is low and there are very minor amounts of Torpedo grass and Babytears along the shoreline. The algae growth in this pond will be the main focus for the technician going forward.

WATER: >	<b>≺</b> Clear	Turbid	Tannic	
ALGAE:	N/A	X Subsurfac	e Filamentous	<b>X</b> Surface Filamentous
		Plankton	ic	Cyanobacteria
GRASSES:	N/A	<b>X</b> Minimal	Moderate	Substantial
NUISANCE S	SPECIES	S OBSERVE	<u>D:</u>	
<b>X</b> Torpedo Gra	ss F	Pennywort >	<b>≺</b> Babytears	Chara
Hydrilla	Slende	r Spikerush	Other:	

## **SITE:** 2C-1

Condition: Excellent <a href="Good Poor Mixed Condition">Great</a> Good Poor Mixed Condition <a href="Good Poor Mixed Condition">Improving</a>





#### Comments:

Pond contains a moderate amount of surface and subsurface algae around the perimeter. Torpedo grass and Babytears are also present along the shoreline. Routine monitoring and maintenance will occur here.

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

### SITE: 7

Condition: Excellent <a href="Good Poor Mixed Condition Improving">Great</a> Good Poor Mixed Condition Improving





#### Comments:

Immediate area around dock is looking clear and has been treated. No major vegetation growth around dock. Most lily pads are on one side of the pond. Area along shoreline contains a minor amount of submersed vegetation and surface algae. Technician will target this algae during next maintenance event.

 WATER:
 X Clear
 Turbid
 Tannic

 ALGAE:
 N/A
 X Subsurface Filamentous
 X Surface Filamentous

 Planktonic
 Cyanobacteria

 GRASSES:
 N/A
 X Minimal
 Moderate
 Substantial

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

## **SITE:** 22

Condition: Excellent Great \( \sqrt{Good} \) Poor \( \sqrt{Mixed Condition} \) Improving





Hydrilla

#### Comments:

Waterway is very mixed conditioned. It contains surface and subsurface algae in minor amounts along the perimeter, but present throughout the pond as well. Buffer along the perimeter is somewhat maintained but could be improved. Moderate amount of grasses along the shoreline. Technician will continue to treat and clear out buffer.

**X** Clear Turbid WATER: Tannic **X** Subsurface Filamentous **X** Surface Filamentous ALGAE: Cyanobacteria Planktonic **GRASSES:** N/A Minimal X Moderate Substantial **NUISANCE SPECIES OBSERVED: X**Torpedo Grass Pennywort Babytears Chara

Other:

Slender Spikerush

## SITE: 3A

Condition: Excellent \( \sqrt{Great} \) Good Poor Mixed Condition \( \sqrt{Improving} \)





#### Comments:

Pond contains decaying surface and subsurface algae. This algae has clearly been treated recently. Minor amount of Babytears present along the perimeter as well. No other shoreline grasses observed. Routine maintenance and monitoring will occur here.

WATER: X Clear Turbid Tannic
ALGAE: N/A X Subsurface Filamentous
Planktonic Cyanobacteria
GRASSES: X N/A Minimal Moderate Substantial
NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort X Babytears Chara Hydrilla Slender Spikerush Other:

## SITE: 2A

Condition: ✓Excellent Great Good Poor Mixed Condition Improving





#### Comments:

Water level in pond is low. No major algae growth observed. Minor amounts of shoreline grasses including Babytears, Torpedo grass, and Pennywort.

Turbid **X** Clear WATER: Tannic  $\mathbf{X}$  N/A Surface Filamentous ALGAE: Subsurface Filamentous Planktonic Cyanobacteria **GRASSES:** N/A X Minimal Substantial **NUISANCE SPECIES OBSERVED: ★**Torpedo Grass **★**Pennywort **★** Babytears Chara Hydrilla Slender Spikerush Other:

### **SITE:** 20

Condition: Excellent \( \sqrt{Great} \) Good Poor Mixed Condition \( \sqrt{Improving} \)





#### Comments:

Surface algae is present in minor amounts and is clearly decaying. Waterway has made great improvements since last report and algae has cleared up tremendously. Minor amount of Torpedo grass along the perimeter. Technician will continue to routinely treat and monitor this site.

WATER:	X Clear	Turbid	Tannic	
ALGAE:	N/A	Subsurfac	e Filamentous	★ Surface Filamentous
		Planktoni	C	Cyanobacteria
GRASSES:	N/A	<b>X</b> Minimal	Moderate	Substantial
NUISANC	E SPECIE	S OBSERVE	<u>D:</u>	
<b>★</b> Tornedo	Grass	Pennywort	Rahytears	Chara

Other:

Slender Spikerush

## SITE: 21

Condition: Excellent \( \sqrt{Great} \) Good Poor \( \sqrt{Mixed Condition} \( \sqrt{Improving} \)





Hydrilla

#### Comments:

One section of waterway contains practically no surface algae. Minor amount of Torpedo grass present in this section as well. Other section looks somewhat similar. Minor amount of surface algae that appears to be decaying is present. Minor amounts of Torpedo grass present. Waterway looks mostly clear otherwise.

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

#### **MANAGEMENT SUMMARY**













With the conclusion of February approaching, the changing weather has rapidly shifted the conditions affecting The Groves' ponds. The series of cold snaps have been broken, as increasingly warm temperatures become the norm. Rain events have been exceedingly rare in the past few months, which has lowered water levels throughout the community. Additionally, the lack of significant wind or rain has increased decay times for surface algae once treated. Residents may notice this algae that sticks around longer between treatment events, this is a direct result of stagnant water conditions and cold nighttime temperatures. Once treated, algae will turn brown, and eventually white as it decays, a sign of it's successful treatment. Maximum results from treatment will typically be evident within 7-10 days.

Most ponds were in great condition on this most recent visit. Nuisance grasses are still present in minor amounts and will continue to be routinely treated. Due to low water levels, some sections of the beds and pond banks are exposed. Algae was present in moderate amounts and will continue to be treated accordingly. Surface growth had already been treated and is slowly decaying. Our technicians will continue on with routine monitoring and treatment to clear up the areas with algae growth and shoreline grasses, which are the main suspects in these ponds.

Pond #6G is the one site with the most algae growth. This algae has been difficult to clear up and will require closer attention by our technician. The technician has been informed and will spend extra time treating this pond during future visits.

### **RECOMMENDATIONS**

Continue to treat ponds for algae, administer follow-ups to ponds experiencing extended decay times.

Administer treatments to any nuisance grasses growing along shorelines and within water.

Stay alert for debris items that find their way to the pond's shore.

Thank you for choosing Steadfast Environmental!

## MAINTENANCE AREA



## THE GROVES CDD

Festive Groves Blvd, Land O' Lakes

Gate Code:





## February Monthly Manager's Report

The Groves Golf and Country Club CDD 7924 Melogold Circle Land O Lakes, FL 34637 Phone: 813-995-2832 Ext 1

Email: <a href="mailto:clubhouse@thegrovescdd.com">clubhouse@thegrovescdd.com</a>
Clubhouse Manager: Amy Wall

## **Clubhouse Operations Managers Projected Projects**

- Got proposals for lighting by maintenance shed and RV park.
- Waiting for new proposal for pool lighting.

### Vendors That Made a Site Visit or Performed a Service

- FDC installed ADA door operator equipment for the women's restroom.
- Mr. Electric installed 120-volt electrical service for ADA door operators.
- Withlacoochee Electric repaired lighting at RV park and maintenance area.

### Maintenance projects/Projected Projects

- Pressure washed sidewalks at dog park and along Melogold.
- Installed new Sirus XM radio to clubhouse.
- Replaced one board on bridge #2.
- Replaced one board on viewing pier.
- Pressure washed the clubhouse entrance and sidewalks.
- Sprayed areas for ants.

### **Facilities Usage - Upcoming Events**

- March 3<sup>rd</sup> St. Jude Gulf Tournament 8 a.m.
- March 3<sup>rd</sup> Wine Testing Event 6:30 p.m.
- March 11th Pancake Breakfast 7 a.m.
- March 17<sup>th</sup> Steller Evaluation Presentation 1 p.m.
- March 18th Moose Lodge Tournament 12 p.m.
- March 18<sup>th</sup> Social Club Event 5 p.m.
- March 24<sup>th</sup> AARP Safe Driving Course 11 a.m.



## **UPCOMING DATES TO REMEMBER**

• Next Meeting: April 4, 2023 10:00 a.m.

## District Manager's Report

March 7

2023

Attached to the cover page is a project summary.

FINANCIAL SUMMARY	<u>1/31/202</u> 3	
General Fund Cash & Investment Balance:	\$1,714,197	
Reserve Fund Cash & Investment Balance:	\$1,881,193	
Debt Service Fund Investment Balance:	\$ 69,524	
Total Cash and Investment Balances:	\$3,664,914	
General Fund Expense Variance:	\$ 36,335	Under Budget
Reserve Fund Expense Variance:	\$ 218,340	Under Budget
Total General and Reserve Fund Variance	e:\$ 254,675	Under Budget

## The Groves CDD On-Going Project Update

March 7, 2023

<u>Pool/Spa RFP.</u> There were two bids received for the pool and spa renovation. The Board approved to reject the bids and to consider re-starting the RFP process at some point in the future. Meanwhile, the Board will look at doing a selective equipment replacement program as the situation permits until such time as the RFP is regenerated. We have had a spa heater and pool heater installed in the meantime.

At the March 7, 2023 CDD meeting, the Board will discuss and consider if it is now time to reinitiate the RFP for the pool and spa renovation. Martin Aquatic Design has provided and estimate for their costs that would be associated with re-starting the RFP.

<u>Pool Night Swimming Certification.</u> The design for the improvement of the lighting in order to qualify for night swimming has been received and now general contractor bids are being sought to install. Staff has been in contact with two vendors to get estimates for installing new light poles and fixtures. Early estimates to have the new lights acquired and installed are in the \$16K range. New electrical circuit lines, timer and breaker required.

At the March 7, 2023 CDD meeting, the Board will consider a proposal for using the existing light poles with new bulbs certification for night swimming.

<u>Card Room and Restaurant Flooring.</u> B9B has had their vendor make "repairs" to the flooring but so far the repairs are incomplete and unacceptable. The carpet that is still under the flooring has become mildewed was not removed. The Board has requested that B9B have the unsatisfactory floor repairs re-done.

Restaurant ADA Restroom Door Closure. Completed

Amend Restaurant Agreement with B9B. Executed.

<u>Irrigation System Split Study.</u> The Board engaged Ballenger Irrigation to begin a study of what would be required for the upgrade or replacement of the current irrigation system. Meetings were held in September and December. We have requested that Yellowstone start testing the irrigation system.

At the March 7, 2023 CDD meeting, you will get the latest update.

Rim Ditch Clearing and Maintenance Agreement Update. Completed.

**Golf Maintenance Facility Repairs.** This is mostly in a holding pattern at this time.

The Groves Rock Display and Hole 10 Erosion. Proposals executed with SiteMasters.

<u>Golf Course Bridge Work.</u> Staff have measured the four bridges and calculated the amount of lumber required to replace the surface. The HOA has offered to split the cost but has requested an assessment be completed to ensure the supporting structures are

in good shape before putting on a new surface. At the last CDD meeting, the HOA requested the CDD forward them an approved proposal so they could then decide to share. Supervisor Allison presented a report on this subject to the Board at the January 2023 CDD meeting. This was a topic at the February 21, 2023 workshop.

At the March 7, 2023 CDD meeting, the Board will review the options discussed at the workshop.



## Quote

### FLM-Go

886 S. Packinghouse Sarasota 34232 Phone: 9413428980 Fax: Email: flm@floridalightingmaintenance.com

Date:

21-Dec-2022 01:07 PM

**QUOTATION NO:** 

4555

To: The Groves Golf & Country

The Groves Golf & Country Club 7924 mellow gold circle Land O Lakes Florida, United States

Quantity	Description	Unit Price (\$)	GST Rate (\$)	Sub Total (\$)
1.00	Installation Materials and Labor	23,637.20	0.00	23,637.20
	\$ 23,637.20			
			Tax Rate Amount:	\$ 0.00
		Quot	e Total (Tax Rate Incl.):	\$ 23,637.20

Site Name: (5) The Groves Golf & Country Club

**Contact Name:** Amy Wall

**Quote Description** Install site lighting per photometric plans

Scope:

Auger and bucket truck work with 2 man crew

Utilize existing lighting circuits and trench power (run conduit and wire), from existing temporary pole(s) to pole location(s) in photometric

F/I (3) 30' ag direct burial fiberglass poles in dark bronze color with tenon mount

F/I (3) 290W LED area lights with slip fitter mounts

System testing and FC readings at dark

\*5 year manufacturers warranty on fixtures\*

Note #1: 50% deposit required to obtain materials and schedule work to be completed.

Note #2: Quote assumes existing lighting circuits and controls are in working condition. Restoring circuits/controls will be on a T and m basis.

Note #3: Work is to be completed M-f from 7am-5pm. FLM staff will need access to electrical room and space to maneuver equipment during install.

### **Company Note**

Pipe & Wire Pricing only valid for 7 calendar days. Once estimate/proposal is approved, Pipe & Wire Pricing will be reviewed, increase may be applied to the estimate/proposal/invoice based on commodity market pricing. Work to be completed during normal business hours (7:00AM-4:00PM Monday-Friday). Workmanship will meet or exceed the National Electrical Codes. Any unforeseen obstructions causing extra time or delays, to include permits, material, and/or equipment will be an additional charge. Quoted amount due (30) days after this scope of work is completed, deposit may be required. Deposits are not refundable due to the cancellation of the job by the client. Quote valid for 30 days. Permit and acquisition fees not included in the proposal. Acceptance of Proposal: Parties agree Florida law should apply to this contract. In the event FLM has to enforce this contract, customer shall pay FLM reasonable attorney fees and costs. Parties wave the right to jury trial and submit personal jurisdiction of Florida. The venue shall be Sarasota County of Florida.

By signing this estimate	you agree to	this disclosure	and take full	responsibility:

X			
^			

## **Blank Tab**

9 Bronze Finish Standard, consult factory for pricing & availability of other finishes;

subject to longer lead times

3 Requires Bluetooth enabled device provided by others

Contact factory for pricing and availability



## **AREA LIGHT SERIES**

## EPA RATINGS AND VIBRATION CHART

	SLI	PF	PMB		
VAS	0.46	3g	0.49	3g	
VAM	0.61	3g	0.63	3g	

<sup>\*</sup> EPA Ratings listed assume fixture is mounted horizontally. For adjustable mounting options, EPA will vary with selected angle.

## RECOMMENDED LUMEN MAINTENANCE<sup>1</sup>

AMBIENT TEMP C	INITIAL <sup>2</sup>	25k hr <sup>2</sup>	50k hr <sup>2</sup>	75k hr <sup>3</sup>	100k hr <sup>3</sup>
0 C	1	097	0.95	0.92	0.9
10 C	1	0.97	0.95	0.92	0.9
20 C	1	0.97	0.95	0.92	0.9
25 C	1	0.97	0.95	0.92	0.9
30 C	1	0.97	0.95	0.92	0.9
40 C	1	0.96	0.92	0.89	0.86
50 C	1	0.94	0.90	0.86	0.82

<sup>&</sup>lt;sup>1</sup>Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing. <sup>2</sup>In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.

### **EPA DIAGRAMS AND MOUNTS**

<b>TILT DEGREE</b>	ALC: N	0°	30°	45°	TILT DEGREE		O°	30°	45°
-	VAS	0.46	1.37	1.80		VAS	1.10	1.90	2.50
Single	VAM	0.61	1.98	2.62	T90°	VAM	1.46	2.75	3.64
	VAS	1.01	1.37	1.80		VAS	1.20	2.88	3.74
D180°	VAM	1.34	1.98	2.62	TN120°	VAM	1.59	4.16	5.45
	VAS	0.83	1.64	1.80		VAS	1.10	1.90	2.50
D90°	VAM	1.10	2.38	2.62	Q90°	VAM	1.46	2.75	3.64

<sup>\*</sup>Based on SPLF

## **ELECTRICAL DATA (AMPS)\***

Lumen Package	120V	208V	240V	277V	347V	480V
VAS-14L	0.86	0.51	0.44	0.40	0.28	0.22
VAS-17L	1.06	0.63	0.55	0.49	0.35	0.28
VAS-21L	1.23	0.73	0.63	0.57	0.41	0.32
VAM-21L	1.25	0.75	0.65	0.58	0.43	0.34
VAM-24L	1.44	0.86	0.75	0.67	0.50	0.39
VAM-28L	1.64	0.98	0.85	0.76	0.56	0.44
VAM-33L	1.98	1.18	1.03	0.92	0.70	0.55
VAM-37L	2.19	1.31	1.13	1.02	0.78	0.61
VAM-42L	2.41	1.44	1.25	1.12	0.86	0.67

<sup>\*</sup>Electrical data at 25C (77F). Actual wattage may differ by +/-10%.

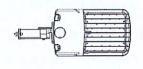
<sup>&</sup>lt;sup>3</sup>In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing"

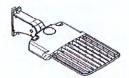


## AREA LIGHT SERIES

## **LINE DRAWINGS**



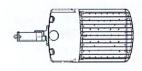




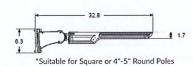


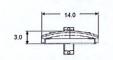
\*Suitable for Square or 4"-5" Round Poles

VAM Pole Mount Bracket (PMB)

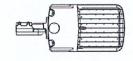


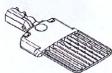






VAS Adjustable Slip Fitter (SPLF)



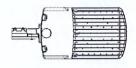


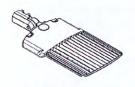




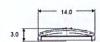


VAM Adjustable Slip Fitter (SPLF)

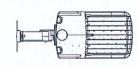


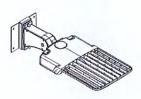






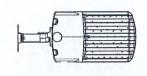
VAS Wall Mount Bracket (WMB)

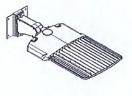




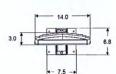


VAM Wall Mount Bracket (WMB)

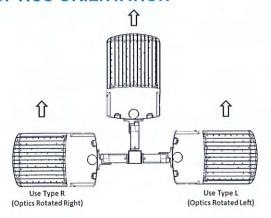


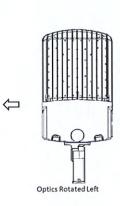


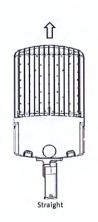


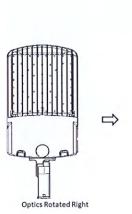


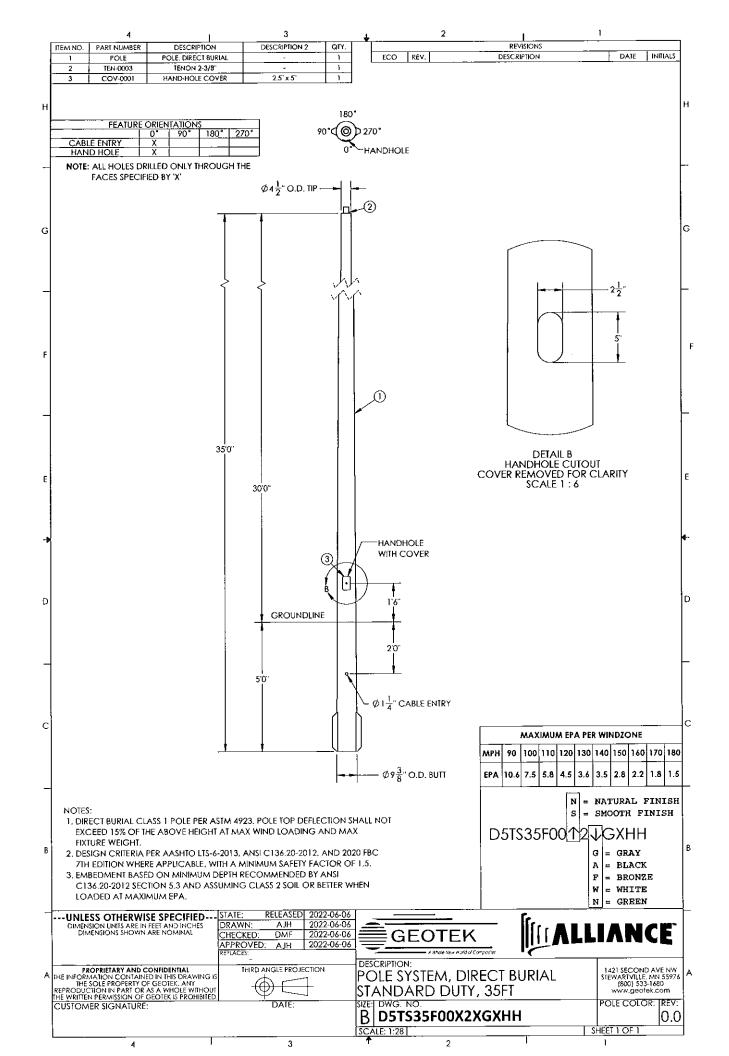
## **OPTICS ORIENTATION**













# **PROPOSAL**

A Division of Carl Hankins, Inc.

To:	The Groves		Email/Fax:	Amy Wall <awall@rizzetta.com></awall@rizzetta.com>		
Attn:	Amy Wall Scott Mercer		Date:	January 26, 2023		
From:			Email:	Scottm@chisesinc.com		
	CT NAME:	The Groves Pool Lighting				
LOCAT	ION:	7924 Mellow Gold Cir Land O Lakes				
	SHE	PPARD ELECTRICAL SERVICES is plea	sed to provide yo	u with a quote for the following:		
1. Remo	ve three exist	ing lights and wood poles				
		three direct furial fiberglass pole 30 ft t	all at finish grade			
3. Furnis	sh and install	three led light heads one light per pole				
4. Use e	xisting power	for new lights				
		and the second s				
		GRAND TOTAL QUOTE: \$	19,444.00			
NOTE						
		Trouble shooting and lights not	working will be an	d extra time and material charge		
one (1) accepts the custo the venu	pendent of an week from the terms of the comer will be be ue for any cau	d are not contingent upon manner in w date of proposal due to both cond his proposal and materials are ordered, if alled for any restocking fee that is assessed of action arising out of the agreement	hich customer may uit and wire man the project is cance ed for specialty order t shall be in Hillsbo	rge on all invoices after thirty (30) days. These terms receive payment from others. <b>Prices are valid for kets changing daily.</b> In the event that customer elled by no fault of SHEPPARD ELECTRICAL SERVICES ered material items. It is understood and agreed that the customer shall be persede any outlined on the customer's documents.		
We greatelow an	E: Final foota onding, surve	ges will determine invoicing if pricinglying, testing, permitting, or restorate positioned on private property. The this opportunity and look forward to work to us at (813)977-5419 and we will be	ng is in per foot in tion. CARL HANK? nese utilities be lo orking with you. U	fee will apply to all charges of \$2,000 or more. Increments. The above quote does not include INS, INC. will not be resonsible for utilities located by property owner.  INDEX PROPERTY OWNER.  INDEX PROPERTY OF THE PROPERTY		



a neighborly company

Mr. Electric of Land O' Lakes 3761 Correia Drive Zephyrhills, Florida 33542 813-461-5100 Job 2301376
Estimate Date 2/10/2023
Technicians Seth
Xavier

**Customer PO** 

**Job Address** 

Country Club at The Groves 7924 Melogold Circle Land O Lakes, FL 34637 USA

Billing Address The Groves 5844 Old Pasco Road #STE 100 Zephyrhills, FL 33544 USA

#### **Estimate Details**

Replacement of 3 GFCIs at entrance of the Groves - Copy: Remove and replace 4 bad GFCIs, 1 at each monument on backside, and one gfci at middle of fountain pond location, and one at guard shack median

Replacement of bad guard shack light fixture

Adjust height of 2 gfci junction boxes to be above grade

Rewire all GFCIs to be fed from line side to line side

Replacement of bad monument uplighting on Culver's side of road.

Task #	Description	Quantity	Your Price	Your Total
REC-GFI-15	INSTALL ONE NEW INTERIOR 15A GFCI TAMPER RESISTANT RECEPTACLE CONNECTED	4.00	\$102.80	\$411.20
	TO EXISTING CIRCUIT AND EXISTING BOX			
	DOES NOT INCLUDE:			
	* CIRCUITING			
	* WIRE			
	* BOX			
	* Breaker			
	* SPECIALTY DEVICES			
	* FIXTURES			
	* ETC			
E1.0-100	Parts and labor to extended circuit for gfci locations below grade which are prone to tripping from water.	1.00	\$557.24	\$557.24
E1.0-050	Parts and labor for replace,EMT of front monument uplighting on Culver's side of road.  Middle light inoperable	1.00	\$463.12	\$463.12
E2.0-000	Rewire all GFCIs to be fed on line side	1.00	\$738.00	\$738.00
E1.0-000	Wall sconce light on guard shack, parts and labor	1.00	\$369.00	\$369.00
			Sub-Total	\$2,538.56
			Тах	\$0.00
			Total	\$2,538.56
			Est. Financing	\$89.36

Thank you for choosing Mr. Electric of Land O' Lakes EC13008910 This estimate is valid for thirty days

IMPORTANT NOTICE: You and your contractor are responsible for meeting the Terms and Conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose legal ownership rights to your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW. I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks. Nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Mr. Electric\* or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. You agree that our technicians may take photographs of work performed for our own internal records and for social media and marketing purposes. In addition, if you agree to pose for a photo with our technician, you agree we may use your name, image, and likeness for social media and marketing purposes, without further compensation. I hereby authorize Mr. Electric of Land O Lakes to perform proposed work and agree to all agreement conditions as displayed and further acknowledge that this invoice is due upon receipt. A monthly service charge, at maximum allowed by law, will be added after 10 days. Independently owned and operated franchise. Amount to Authorize: \$2,538.56

Thank You

TERMS AND CONDITIONS, It is agreed that Mr. Electric® is not responsible for the following: 1. Damage caused to the customer's property as a result of obtaining access to and exposing wiring and electrical systems. 2. Additional electrical work beyond that specifically mentioned in this estimate and proposal including, but not limited to, that which may be required because of pre-existing electrical code violations or additional work revealed to be necessary as a result of performing the specified work. 3. Any repairs, installation, removal or replacement of non-electrical items or activities including but not limited to: concrete, paving, asphalt, slabs, sidewalks, driveways, patios, pools, shrubbery, grass lawns, fences, plumbing and fixtures, painting, decorations, plastering, sheetrock and other wall coverings, glass, carpentry, millwork, cabinets, floors, carpeting, floor surfaces and preparation, roofing, flashing, sheet metal gutters, downspouts, brick, stonework, extension walls, steel and other framework. Customer accepts full responsibility for the prompt payment of all costs of this agreement even though customer may intend to obtain reimbursement from others such as landlords, tenants, insurance companies and tort feasors. This proposal and said specifications shall not be altered or modified except by written agreement between the parties hereto and verbal understandings and agreements with representatives shall not be binding unless set forth herein. LIMITED SERVICE WARRANTY Mr. Electric warrants, to the extent stated herein, electrical service or repair furnished by it. The stated period of warranty commences upon installation or repair of wiring or electrical system. Purchaser understands that Mr. Electric's liability under this warranty is limited to repair, replacement, or refund of purchaser's money, and does not extend to property damage resulting from overload or misuse of electrical system which fails during the agreed upon warranty period. This warranty gives you specific legal rights. You may also have other rights, which vary from state to state.

NOTICE TO OWNER This contractor is registered to do business in the state in which this work is performed. (See registration number on the front side of this contract.) Where required, this contractor has posted with the State all necessary bonds or cash deposits for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier of materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, your property may be liened to force payment. If you wish additional protection, you may request the contractor to provide you with original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the licensing board in your state. Each State's requirements for terms and conditions may vary for service or installation work as it pertains to limited warranties, notice to owner regarding liens, etc. Inquire with your contractor for any state specific conditions

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUBSUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REOUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.



a **neighborly** company

Mr. Electric of Land O' Lakes 3761 Correia Drive Zephyrhills, Florida 33542 813-461-5100 Estimate 36990325 Job 2301552 Estimate Date 2/23/2023 Technicians Devon Seth

**Customer PO** 

**Job Address** 

Country Club at The Groves 7924 Melogold Circle Land O Lakes, FL 34637 USA

#### Billing Address The Groves 5844 Old Pasco Road #STE 100 Zephyrhills, FL 33544 USA

#### **Estimate Details**

Task #	Description	Quantity	Your Price	Your Total
RENT- TRENCH-	TRENCHER RENTAL, DELIVERY AND PICKUP (DOES NOT INCLUDE OPERATION)	1.00	\$833.00	\$833.00
WALK				
TR9991	LABOR CHARGE FOR MACHINE TRENCHING, PER HOUR, DOES NOT INCLUDE COST OF MACHINERY OR DELIVERY AND PICKUP	2.00	\$141.30	\$282.60
PVC0.75	3/4" PVC RACEWAY FOR CONDUCTOR (DOES NOT INCLUDE CONDUCTOR, LABOR FOR MOUNTING OR TRENCHING)	10.00	\$17.43	\$174.30
WIRE-10-COP	#10 WIRE	300.00	\$1.80	\$540.00
	PRICE PER FOOT, PER WIRE DOES NOT INCLUDE:			
	* CONDUIT			
	* TRENCHING  * LOADCENTER			
	* BREAKER  * SPECIALTY DEVICES			
	* FIXTURES			
CSTM001	* ETC 20' light poles (3)	3.00	\$900.00	\$2,700.00
CSTM001	3 led high output LED pole mount lights	3.00	\$0.69	\$2.07
PVC0.75	3/4" PVC RACEWAY FOR CONDUCTOR (DOES NOT INCLUDE CONDUCTOR, LABOR FOR MOUNTING OR TRENCHING)	10.00	\$17.43	\$174.30
WIRE-10-COP	#10 WIRE	300.00	\$1.80	\$540.00
	PRICE PER FOOT, PER WIRE		·	•
	DOES NOT INCLUDE:			
	* CONDUIT  * TRENCHING			
	* LOADCENTER			
	* BREAKER			
	* SPECIALTY DEVICES			
	* FIXTURES  * ETC			
LFT33MST	LIFT RENTAL, DELIVERY AND PICKUP	1.00	\$994.00	\$994.00
FIX-LED-	150W LED RETROFIT 400W METAL HALIDE MOGUL BASE	2.00	\$697.57	\$1,395.14
150W-MOG				
PVC0.75	3/4" PVC RACEWAY FOR CONDUCTOR (DOES NOT INCLUDE CONDUCTOR, LABOR FOR MOUNTING OR TRENCHING)	9.00	\$17.43	\$156.87
WIRE-10-COP		270.00	\$1.80	\$486.00
	PRICE PER FOOT, PER WIRE			
	DOES NOT INCLUDE:  * CONDUIT			
	* TRENCHING			
	* LOADCENTER			
	* BREAKER			
	* SPECIALTY DEVICES			
	* FIXTURES			
CSTM001	* ETC 2 high output led wallpack light	2.00	\$0.69	\$1.38
BCLBR L2.0	15-20 AMP BRANCH CIRCUIT ASSEMBLY AND TERMINATION. INCLUDES RACEWAY	1.00	\$683.30	\$683.30
	MOUNTING (DOES NOT INCLUDE DEVICES OR MOUNTING HARDWARE, NOT TO EXCEED		•	
	50')			

 Sub-Total
 \$8,962.96

 Tax
 \$0.00

 Total
 \$8,962.96

 Est. Financing
 \$315.50

Thank you for choosing Mr. Electric of Land O' Lakes EC13008910 This estimate is valid for thirty days

IMPORTANT NOTICE: You and your contractor are responsible for meeting the Terms and Conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose legal ownership rights to your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW. I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks. Nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Mr. Electric® or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. You agree that our technicians may take photographs of work performed for our own internal records and for social media and marketing purposes. In addition, if you agree to pose for a photo with our technician, you agree we may use your name, image, and likeness for social media and marketing purposes, without further compensation. I hereby authorize Mr. Electric of Land O Lakes to perform proposed work and agree to all agreement conditions as displayed and further acknowledge that this invoice is due upon receipt. A monthly service charge, at maximum allowed by law, will be added after 10 days. Independently owned and operated franchise. Amount to Authorize: \$8,962.96

Thank You

TERMS AND CONDITIONS, It is agreed that Mr. Electric® is not responsible for the following: 1. Damage caused to the customer's property as a result of obtaining access to and exposing wiring and electrical systems. 2. Additional electrical work beyond that specifically mentioned in this estimate and proposal including, but not limited to, that which may be required because of pre-existing electrical code violations or additional work revealed to be necessary as a result of performing the specified work. 3. Any repairs, installation, removal or replacement of non-electrical items or activities including but not limited to: concrete, paving, asphalt, slabs, sidewalks, driveways, patios, pools, shrubbery, grass lawns, fences, plumbing and fixtures, painting, decorations, plastering, sheetrock and other wall coverings, glass, carpentry, millwork, cabinets, floors, carpeting, floor surfaces and preparation, roofing, flashing, sheet metal gutters, downspouts, brick, stonework, extension walls, steel and other framework. Customer accepts full responsibility for the prompt payment of all costs of this agreement even though customer may intend to obtain reimbursement from others such as landlords, tenants, insurance companies and tort feasors. This proposal and said specifications shall not be altered or modified except by written agreement between the parties hereto and verbal understandings and agreements with representatives shall not be binding unless set forth herein. LIMITED SERVICE WARRANTY Mr. Electric warrants, to the extent stated herein, electrical service or repair furnished by it. The stated period of warranty commences upon installation or repair of wiring or electrical system. Purchaser understands that Mr. Electric's liability under this warranty is limited to repair, replacement, or refund of purchaser's money, and does not extend to property damage resulting from overload or misuse of electrical system which fails during the agreed upon warranty period. This warranty gives you specific legal rights. You may also have other rights, which vary from state to state.

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## Site Masters of Florida, LLC

5551 Bloomfield Blvd. Lakeland, FL 33810 Phone: (813) 917-9567

Email: tim.sitemastersofflorida@yahoo.com

#### **PROPOSAL**

The Groves CDD

**Hole Ten Tee Erosion Repair** 

2/10/2023

Remediate erosion at south end of storm pipe headwall located at pond east of Hole Ten tee area

### Scope of work:

remove vegetation at eroded area grade existing soil to provide uniform surface area cover area with woven geo-fabric cover fabric with 4" - 12" size limestone rip-rap

TOTAL \$1,800

Approved

CDD District Managre Chairman Concurrence

Gregory B. Cox

### Site Masters of Florida, LLC

5551 Bloomfield Blvd. Lakeland, FL 33810 Phone: (813) 917-9567

Email: tim.sitemastersofflorida@yahoo.com

### **PROPOSAL**

The Groves CDD

**Entrance Monument Erosion Repair** 

2/10/2023

Remediate erosion on pond slope on both sides of entrance monument on south side of pond at Guardhouse

### Scope of work:

remove existing 12" drain inlets and 4" piping install two 18" drain inlets with 8" piping to pond dredge soil deposited in pond from erosion re-construct pond bank to create berm between drains and pond restore disturbed areas with sod to match existing

TOTAL \$6,200

NOTE:

If pond slopes are to be re-constructed with 4"-12" limestone rip-rap ADD - \$1800

Approved Gregory B. Cox

**CDD** District Manager

Chairman Concurrence

# Tab 8



610 Old Mt. Eden Rd. Shelbyville, KY 40065 Phone: 800-414-0677

Fax: 502-633-0733

www.propumpservice.com

North Carolina: 800-844-0677 South Carolina: 843-236-5661 Florida: 941-755-4589

Michigan: 800-426-0370

Service Quote QO#-5171

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7/18/2022 6:49 PM

Groves Golf & Country Club, Th 7924 Melogold Circle, Land O Lakes, FL, 34637

Sales & Services

Sales Person	Job	Payment Terms	Due Date
Kelly Conn			

### Scope of work to be performed:

ProPump & Controls will provide labor and materials to replace the failing fuse blocks and fuses for the motors and VFD

The quoted price assumes that all components are in proper working order. If any items are found to be weak or defective, the repair or replacement will be quoted in addition to the below cost.

\*\*\*Applicable Tax, Freight, and Transportation Surcharge not included\*\*\*

Upon acceptance, a 50% production deposit is required for amounts exceeding \$5000. All payments in excess of \$5000 by credit card are subject to a 2.65% service charge without prior agreement.

### Quote valid for 15 days

Please Note: Provided lead times for materials are estimated based on product availability from manufacturers. Lead times are not guaranteed and subject to change

### **Parts Estimate**

Qty.	PN	Description	Unit Price	Line Total
3.00	44-005-535	FUSE BLOCK CLASS J 100A 3P JM60100-3CR	\$110.37	\$331.11
6.00	43-007-100	FUSE CLASS J 100A LPJ-100SP	\$64.50	\$387.00
3.00	43-007-080	FUSE CLASS J 80A LPJ-80SP	\$75.15	\$225.45
			Subtotal Total Tax Parts Total	\$943.56 \$0.00 \$943.56



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Florida: 941-755-4589 Michigan: 800-426-0370

Service Quote QO#-5171

### **Labor Estimate**

Step	Labor	Duration(Hours)	Rate/Hour	Total Amount
BEDAMINE COLORES CONTROL BASE OF COLORES CONTROL CONTR			Labor Total	\$1,152.00
			Grand Total	\$2,095.56



610 Old Mt. Eden Rd. Shelbyville, KY 40065 Phone: 800-414-0677 Fax: 502-633-0733

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Michigan: 800-426-0370

Service Quote QO#-5171

### **PAYMENT TERMS:**

All Purchase Orders are subject to acceptance by ProPump & Controls, Inc. Receipt of production deposit, verification of acceptable credit, and confirmation of order are required before production. All orders subject to 50% production deposit. Balance due 30 days from date of invoice.

If shipment or installation is delayed, by no fault of ProPump & Controls, Inc., customer agrees to amend the contract or purchase order. Customer will take ownership of the product and request that ProPump & Controls, Inc. store it until shipment can be arranged. ProPump will invoice the customer based on the original terms of the order and customer will also accept liability for payment.

Please note that all payments in excess of \$5,000 by credit card are subject to 2.65% service charge without prior agreement.

Please help us expedite your order by providing the following: Is this sale taxable? (circle one) Yes No (If

### How to order:

the order is non-taxable, a tax exempt certificate for the "ship to" state must be submitted with this order.)
Provide signature: Accepted for Buyer
Date: 15 Fc6 2023
Requested delivery date: As soon on possible
Ship to address: 7924 Melosold Civale
Street Address:
City: Lord O Lakes County: Pasco State: F/
Zip: <u>3463</u> 7
Contact Name:
Phone And Fax:
Please return one signed copy of this quotation on acceptance. Merchandise delivered or shipped is due and payable to: ProPump & Controls, Inc. 610 Old Mt. Eden Road, Shelbyville, Ky. 40065. Fax number: 502-633- 0733 Phone 800-844- 0677.

### **DELIVERY:**

Delivery dates are estimates and confirmed shipment cannot be determined until all manufacturing details are known. ProPump & Controls Inc. will make reasonable efforts to establish a delivery schedule after receipt of an executed contract and all approvals. Seller shall not be liable for special or consequential damages caused by delay in delivery. Customer agrees to execute bill and hold contract in the event of order delay.



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Michigan: 800-426-0370

Service Quote QO#-5171

### **ACCEPTANCE:**

If for any reason buyer is unable to accept delivery at the agree to date, then delivery shall be deemed completed in seller's warehouse for purposes of payment and seller shall store and subsequently deliver as provided above. Buyer will be responsible for additional handling fee of \$250.00 and storage charges of \$750.00 per month which will be added to invoice.

### LATE FEES:

Late fee of 1 1/2 % of the unpaid balance will be charged per month on all accounts which are past due, plus any collections or attorney's fees incurred in settlement of past due accounts.

#### LIEN:

Seller retains a security interest in all products sold to buyer until the purchase price and other charges, if any, are paid in full as provided in Article 9 of the Uniform Commercial Code. Seller will file a Mechanics Lien or execute other documents as required to perfect the security interest in the products sold.

### **TAXES:**

State, city and local taxes are excluded from the contract price unless otherwise noted. Sales tax will be invoiced on the contract price unless written exemption is provided.

### **FACTORY AUTHORIZED WARRANTY:**

ProPump & Controls, Inc. warrants products manufactured by ProPump and associated component parts and/or labor, for defects in materials and workmanship for a period of one year following date of installation by ProPump, but not later than fifteen months from date of invoice if installed by others. For products sold by ProPump & Controls, Inc but manufactured wholly by others, ProPump will extend the manufacturer's warranty to the customer, and will assist in handling warranty claims. The foregoing constitutes ProPump & Control's sole warranty and has not nor does it make any additional warranty, whether express or implied, with respect to the pumping system or component. ProPump & Controls, Inc. makes no warranty, whether express or implied, with respect to fitness for a particular purpose or merchantability of the pumping system or component. ProPump & Controls, Inc. shall not be liable to purchaser or any other person for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by the pumping system. In no event shall ProPump & Controls, Inc. be responsible for incidental, consequential, or act of God damages, nor shall manufacturer's liability for damages to purchaser or any other person ever exceed the original factory purchase price.



610 Old Mt. Eden Rd. Shelbyville, KY 40065 Phone: 800-414-0677

Fax: 502-633-0733 www.propumpservice.com North Carolina: 800-844-0677 South Carolina: 843-236-5661

Florida: 941-755-4589 Michigan: 800-426-0370

Tue Jul 19 05:04:16 GMT 2022

Quote Prepared for:

The Groves CDD

7924 Melogold Circle, Land O Lakes, FL, 34637 QO#-5172

Quote Prepared by:

Kelly Conn

Description of work:

PM Pump Assembly

Scope of work to be performed:

ProPumps findings during the recent preventative maintenance service with a visible deteriorated condition of the piping for the pressure maintenance pump, it is our recommendation the entire assembly be replaced. Below is the quoted needed materials, equipment, and labor for your approval to replace the PM Pump assembly

The quoted price assumes that all components are in proper working order. If any items are found to be weak or defective, the repair or replacement will be quoted in addition to the below cost.

\*\*\*Applicable Tax, Freight, and Transportation Surcharge not included\*\*\*

Upon acceptance, a 50% production deposit is required for amounts exceeding \$5000. All payments in excess of \$5000 by credit card are subject to a 2.65% service charge without prior agreement.

Quote valid for 15 days

Please Note: Provided lead times for materials are estimated based on product availability from manufacturers. Lead times are not guaranteed and subject to change

Quote Accepted By:	Date:	Purchase Order:	



610 Old Mt. Eden Rd. Shelbyville, KY 40065 Phone: 800-414-0677

Fax: 502-633-0733 www.propumpservice.com North Carolina: 800-844-0677 South Carolina: 843-236-5661

Florida: 941-755-4589 Michigan: 800-426-0370

### **Parts Estimate**

Qty.	PN	Description	Unit Price	Line Total
1.00	02-037-100	HEAD, SUB, PRESS,MAINT PUMP, 2in	\$936.30	\$936.30
		, , , ,		
1.00		PUMP,GOULDS, 45GS50,	\$2,508.33	\$2,508.33
1.00	09-511-150	5HP,WET,END,4 in	\$2,000.00	φ2,300.33
		,,		
1.00		MOTOR, SUB, CENT, M50434, 5HP,	\$1,616.73	\$1,616.73
1.00	13-501-010	3600/460/3/60,4 in	\$1,010.73	\$1,010.73
1.00	19-002-005	VALVE CHECK SILENT WAFER 2 IN	\$275.00	\$275.00
1.00	19-002-003	VALVE CHECK SILENT WAFER 2 IN	\$275.00	Ψ213.00
	07.004.045	0.1.01/57 51 0.1/08 150// 0.1	07.55	045.40
2.00	67-001-015	GASKET,FLG,1/8",150#,2 in	\$7.55	\$15.10
1.00	400-191-201	BOLT, NUT, WASHER, SET, 2 in SCV	\$59.93	\$59.93
1.00	13-499-920	CABLE, SUB, CENTRIPRO, 12/3, 35 FT, 4	\$536.18	\$536.18
	13-499-920	in		
1.00	SOMISC FL	SS COLUMN PIPE TO LENGTH	\$607.00	\$607.00
1.00	/CRANE FL	CRANE RENTAL	\$1,295.00	\$1,295.00
			Subtotal	\$7,849.57
			Total Tax	\$0.00
			Parts Total	\$7,849.57

### **Labor Estimate**

Step	Labor	Duration(Hours)	Rate/Hour	Total Amount
			_abor Total	\$2,016.00
			Grand Total	\$9,865.57



610 Old Mt. Eden Rd. Shelbyville, KY 40065 Phone: 800-414-0677 Fax: 502-633-0733

www.propumpservice.com

Florida: 941-755-4589 Michigan: 800-426-0370

North Carolina: 800-844-0677

South Carolina: 843-236-5661

### **PAYMENT TERMS:**

All Purchase Orders are subject to acceptance by ProPump & Controls, Inc. Receipt of production deposit, verification of acceptable credit, and confirmation of order are required before production. All orders subject to 50% production deposit. Balance due 30 days from date of invoice.

If shipment or installation is delayed, by no fault of ProPump & Controls, Inc., customer agrees to amend the contract or purchase order. Customer will take ownership of the product and request that ProPump & Controls, Inc. store it until shipment can be arranged. ProPump will invoice the customer based on the original terms of the order and customer will also accept liability for payment.

Please note that all payments in excess of \$5,000 by credit card are subject to 2.65% service charge without prior agreement.

### How to order:

Please help us expedite your order by providing the following: Is this sale taxable? (circle one) Yes No (If the order is non-taxable, a tax exempt certificate for the "ship to" state must be submitted with this order.)
Provide signature: Accepted for Buyer
Date: 15 Fcb 2023
Requested delivery date: As soer es poss, ble
Requested delivery date: As soen es poss, blowship to address: 7924 Tanjor Road
Street Address:
City: Low O Lakes County: PASCO State: F/
Zip: <u>34637</u>
Contact Name:
Phone And Fax:
Please return one signed copy of this quotation on acceptance. Merchandise delivered or shipped is due and payable to: ProPump & Controls, Inc. 610 Old Mt. Eden Road, Shelbyville, Ky. 40065. Fax number: 502-633-0733 Phone 800-844-0677.

### **DELIVERY:**

Delivery dates are estimates and confirmed shipment cannot be determined until all manufacturing details are known. ProPump & Controls Inc. will make reasonable efforts to establish a delivery schedule after receipt of an executed contract and all approvals. Seller shall not be liable for special or consequential damages caused by delay in delivery. Customer agrees to execute bill and hold contract in the event of order delay.



610 Old Mt. Eden Rd. Shelbyville, KY 40065 Phone: 800-414-0677 Fax: 502-633-0733

www.propumpservice.com

North Carolina: 800-844-0677 South Carolina: 843-236-5661 Florida: 941-755-4589 Michigan: 800-426-0370

### **ACCEPTANCE:**

If for any reason buyer is unable to accept delivery at the agree to date, then delivery shall be deemed completed in seller's warehouse for purposes of payment and seller shall store and subsequently deliver as provided above. Buyer will be responsible for additional handling fee of \$250.00 and storage charges of \$750.00 per month which will be added to invoice.

### LATE FEES:

Late fee of 1 1/2 % of the unpaid balance will be charged per month on all accounts which are past due, plus any collections or attorney's fees incurred in settlement of past due accounts.

### LIEN:

Seller retains a security interest in all products sold to buyer until the purchase price and other charges, if any, are paid in full as provided in Article 9 of the Uniform Commercial Code. Seller will file a Mechanics Lien or execute other documents as required to perfect the security interest in the products sold.

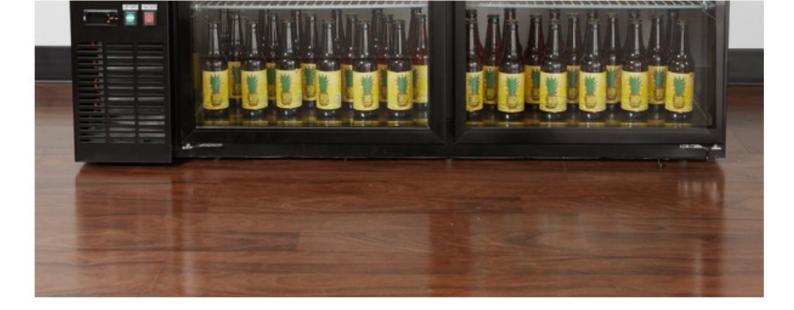
### TAXES:

State, city and local taxes are excluded from the contract price unless otherwise noted. Sales tax will be invoiced on the contract price unless written exemption is provided.

### **FACTORY AUTHORIZED WARRANTY:**

ProPump & Controls, Inc. warrants products manufactured by ProPump and associated component parts and/or labor, for defects in materials and workmanship for a period of one year following date of installation by ProPump, but not later than fifteen months from date of invoice if installed by others. For products sold by ProPump & Controls, Inc but manufactured wholly by others, ProPump will extend the manufacturer's warranty to the customer, and will assist in handling warranty claims. The foregoing constitutes ProPump & Control's sole warranty and has not nor does it make any additional warranty, whether express or implied, with respect to the pumping system or component. ProPump & Controls, Inc. makes no warranty, whether express or implied, with respect to fitness for a particular purpose or merchantability of the pumping system or component. ProPump & Controls, Inc. shall not be liable to purchaser or any other person for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by the pumping system. In no event shall ProPump & Controls, Inc. be responsible for incidental, consequential, or act of God damages, nor shall manufacturer's liability for damages to purchaser or any other person ever exceed the original factory purchase price.

# Tab 9













## Free Shipping ?

Only

\$1,799.00



Ships free with plus

## **Blank Tab**



## 19.6 Cu. ft. Commercial Beer Bar Glass SAVE Door Refrigerator Cooler, Black

**Buying options** 

About these results



\$2,215.40

+\$155.08 est. tax

Free delivery

Walmart - Cooler Depot

Visit site

Typical prices across the web

## **Blank Tab**





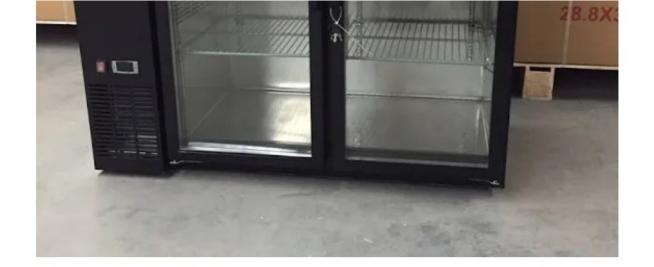
# **Free Shipping Item**

Price: \$2,639.38

# **Call Us for Pricing**

855-403-0581

## **Blank Tab**



# New 48" Back Bar Refrigerator Beer 2 Door Glass 4' Cooler New Bottle



## **Buying options**

About these results

\$2,343.99

+\$0.00 est. tax

Free delivery

ShopCardinal.com

Identifies as Vomen-owned

Visit site

# **Tab 10**

### LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

This Agreement ("Contract") is made by and between THE GROVES COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida (hereinafter referred to as "District" or "Owner"), located at 12760 Citrus Park Lane, Suite 115, Tampa, Florida 33625, and Yellowstone Landscape, Inc., a Delaware corporation registered to do business in the State of Florida (hereinafter referred to as "Contractor"), located at 3235 N. State Street, Bunnell, Florida 32110.

### RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal, attached hereto as Exhibit "B" (hereinafter "Proposal") and incorporated herein by reference, and represents that it is qualified to serve as a landscape maintenance contractor and provide services to the District.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and District agree as follows:

### **I. INCORPORATION OF RECITALS**

The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

### **II. DESCRIPTION OF WORK**

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as Exhibit "A" (hereinafter referred to as the "Contract Work"). Contractor shall perform in accordance with the Proposal attached hereto as Exhibit "B". Maps of the areas to be maintained are attached hereto as Exhibit "C".

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards. The performance of all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. Should any work and/or services be required which are not specified in this Contract or any

addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.

- 2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
- 3. The District shall designate in writing one or more individuals to act as the District's representative(s) with respect to the Contract Work. The District's representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.
- 4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
- 5. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items that should be performed before the next walk through. The District will be responsible for scheduling the quarterly inspections. The District must have no less than fourteen (14) days' notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work.
- 6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.
- 7. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
- 8. In the event of a declared emergency or disaster, Contractor shall provide the District the following Time and Materials services:

- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, as supplied in Bid Form, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
- b. Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- d. Disaster Recovery Assistance Services shall not exceed a total of seventy (70) hours worked for each declared emergency/disaster.
- e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

### III. CONTRACT SUM; TERM

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of One Hundred Forty-One Thousand Five Hundred Seventy-Eight Dollars and no/100 per year (\$141,578.00), as detailed in Exhibit "B", payable in monthly installments as detailed below, for a term of one (1) year with the option to renew for two (2) additional one (1) year periods unless terminated earlier as provided in this Contract.

- 1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- 2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- 3. Contractor shall invoice the District monthly for services provided during the previous month pursuant to the terms of this Agreement. The District shall provide payment within thirty (30) days of receipt of invoices. As compensation for the work, the District agrees to pay Contractor \$11,798.17 per month during the Initial Term, \$11,798,17 per month during the First Annual Renewal, and \$11,798.17 per month during the Second Annual Renewal. Such compensation covers only the items

specified in Parts 1, 2, 3, and 4 of the Contractor's Bid Form. Additionally, for the services specified in Parts 5 and 6 of the Contractor's Bid Form attached as **Exhibit "B"**, the District agrees to pay Contractor when the services are rendered using the pricing specified in the Contractor's Bid Form in the month after the services were performed and after required documentations (if any) have been provided. Contractor shall not perform mulching or annual installation services listed in **Exhibit "A"** without the prior written approval of the District.

### IV. TIME OF COMMENCEMENT

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than February 1, 2021.

### V. CONTRACTOR'S REPRESENTATIONS

In order to induce the District to enter into this Contract, Contractor makes the following representations, upon which the District has actually and justifiably relied:

- 1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
- 2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.
- 3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.

### VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

- 1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- 2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

- 3. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.
- 4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- 5. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- 6. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.

### VII. INDEMNIFICATION

The Contractor does hereby indemnify and hold harmless the District, its officers, agents and employees, from liabilities, damages, losses and costs of every kind (including but not limited to reasonable attorney's fees, consequential and punitive damages) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Contract Work. The foregoing indemnification includes agreement by the Contractor to

indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract.

It is understood and agreed that this Contract is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Contract.

In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The Contractor shall and does hereby indemnify and hold harmless the District and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

### **VIII. INSURANCE**

- 1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
- 2. WORKERS' COMPENSATION: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
- 3. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
- 4. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.

- 5. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- 6. Each insurance policy required by this Contract shall:
  - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
  - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
- 7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- 8. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
- 9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- 10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of ten (10) calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- 11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- 12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- 13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.
- 14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

### IX. EARLY TERMINATION FOR BREACH OF CONTRACT

- 1. Contractor's Termination. Contractor may terminate this Contact with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
- 2. Owner's Termination. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner within ten (10) days after written notice.

On a default by Contractor, Owner may elect not to terminate the contract, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. Owner specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

### X. ATTORNEY'S FEES

If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

### XI. MISCELLANEOUS

- 1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.
- 2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.

- 3. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
- 4. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 5. This Contract has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Contract and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
- 6. The laws of the State of Florida shall govern all provisions of this Contract. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising here from, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Pasco County, Florida.
- 7. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
- 8. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
- 9. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- 10. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- 11. A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:
- 1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- 2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
- 4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.
- C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT: (813) 994-1001, OR BY EMAIL AT <a href="mailto:abraichtem://doi.org/10.1001/jhap.1001/jhap.neps/">ABrandon@RIZZETTA.COM</a>, OR BY REGULAR MAIL AT 35844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FLORIDA 33544.
- 12. E-Verify. Pursuant to Section 448.095(2), Florida Statutes,
  - A. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
  - B. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional {00094432.DOCX/}

costs incurred by the District.

- 13. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the term of this Contract and the original RFP shall control
- 14. Notices: Unless specifically stated to the contrary elsewhere in this Contract, where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:

**To Owner:** The Groves Community Development District

c/o Ms. Aimee Brandon Rizzetta & Company, Inc. 5844 Old Pasco Road, Ste. 100 Wesley Chapel, Florida 33544

With a copy to: John Vericker, District Counsel

Straley & Robin

1510 W. Cleveland Street

Tampa, FL 33606

**To Contractor:** Jon Souers

Yellowstone Landscape 30319 Commerce Drive San Antonio, FL 33576

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Contract on the day and year first written above.

THE GROVES COMMUNITY **DEVELOPMENT DISTRICT** 

Chairman/Vice Chairi

YELLOWSTONE LANDSCAPE, INC., a Delaware corporation registered to do business in the State of Florida

Title: Business

Date

### **EXHIBIT "A"**

### **SCOPE OF SERVICES**

### PART 1

### **GENERAL LANDSCAPE MAINTENANCE**

**1.) MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week NOVEMBER 1 – MARCH 1 – Once every two weeks

Contractor shall dedicate at least one employee to be on site five (5) days a week to perform continuous maintenance of the CDD-Maintained common areas as well as additional workers (2-3) every week to help with the tree trimming and general maintenance as well as monitor and remedy any issues ranging from irrigation breaks to insect infestation.

This schedule estimates that there will be between 41 - 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches & Tifway Bermuda at a height of three quarter (3/4) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as two hours no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR. This is to reintroduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of The Groves CDD's Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary upon prior approval. Any lawn that dies or becomes weak or unsightly (including heavy weed infestation, excessive insect or disease damage, etc.) shall be replaced at the sole cost of the Contractor. This excludes damage from water restrictions (only if automatic irrigation is completely and legally banned by the State and/or local authorities).

1A) POND MOWING – Unless otherwise directed, all ponds identified as such on the overall The Groves Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at water's edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height of flatter areas in common area Bahia

plantings to minimize pond bank erosion. The Groves requires a one foot (1') wide strip around each pond to be maintained no lower than 8" on ponds that are designated for this trimming. After 90 days a decision will be made to eliminate the twelve-inch strip per the board of Supervisors. Unless otherwise directed, pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the pond bank and increase the chances for pond bank erosion. Also, when line trimming at water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as the perimeter mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

**2) EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (i.e., MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. THE ENTIRE PROPERTY MUST BE MOWED, EDGED, LINE-TRIMMED AND ALL DEBRIS BLOWN OFF ALL PAVEMENT IN THE SAME DAY. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN ONE HOUR. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from all trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed

from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of The Groves. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However if pruning will NOT bring the area into compliance (perhaps due to permanent existing grades), another solution will need to be proposed and executed.

Palms: All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning of palms shall never raise the canopy above the three o'clock – nine o'clock horizontal. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Flower/Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall utilize sterilized pruning equipment (preferably having a minimum of two sets of pruning tools to allow sterilization of previously used equipment between palms). Contractor shall pay careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

The palms on the pool deck (and all other plant material, in general, on the pool deck) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive.

WEEDS AND GRASSES – All shrub & groundcover beds as well as all turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. AT NO TIME SHALL POST-EMERGENT HERBICIDES

## BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

- 5) MAINTENANCE OF PAVED AREAS All paved areas shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curb line expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.
- 6) CLEAN UP At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.
- 7) **REPLACEMENT OF PLANT MATERIAL** Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance or for the duration of the Contractor's contract, whichever is greater.

### **Pre-Existing Conditions**

The contractor shall not be held responsible for landscape deficiencies that may exist prior to the effective date of this agreement. A written list of these pre-existing conditions (including costs associated with their remedies) shall be prepared for The Groves Community Development District by the Contractor, for the Contractor to correct at the District's expense upon the District's written approval. Such pre-existing conditions, upon the written approval of the District, shall be corrected

within a designated timeframe provided by the Contractor. If any conditions are deemed to be normal landscape maintenance procedures, the Contractor shall have a 90-day Grace Period from execution of Contract to correct such deficiencies. If deficiencies are not repaired and/or otherwise resolved satisfactorily, then the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice.

### Reporting

Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule for the upcoming month. The Contractor shall also report on any deficiencies or items needing attention relating to disease and insects or other afflictions. Contractor shall prescribe the treatment plan he is to follow to remedy such afflictions.

### PART 2 FERTILIZATION

Although there is not a fertilizer ordinance in place for Pasco County specifically banning fertilizers during a specific season(s), it is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF PASCO COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for central Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, central Florida is determined by anything south of a line running east-west from coast to coast through Ocala and north of a line between Tampa & Vero Beach.)

### All Bahia Sod:

March A complete fertilizer based on soil tests + Pre M

April Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)

June SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)

August Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)

October A complete fertilizer based on soil tests + PreM

### All St. Augustine Sod:

February A complete fertilizer based on soil tests + PreM

April Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF May SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF

July Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)

August SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF

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October A complete fertilizer based on soil tests + PreM

### All Bermuda Sod:

March A complete fertilizer based on soil tests + PreM

April Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF May SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF

July A complete fertilizer based on soil tests

August Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)

September SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF

November A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. IT SHALL BE THE CONTRACTOR'S REPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER. Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

#### **SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.

#### **PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg MUST be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with PALM fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity prior to purchase. This is to allow time to verify nutrient sources for the macro and micro nutrients ensuring they are in slow-release or water-soluble forms. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification. Contractor to provide fertilizer analysis to verify nutrient sources to the Operations Manager.

#### PART 3

#### **PEST CONTROL**

**Insects and Disease in Turf** Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the CDD's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the

Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

**Fire Ant Control** Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "Parcels Mowed by the CDD" on the Maintenance Exhibit. These areas are indicated with a dark green color. This is not to include the areas along the roadway south of Hole #2 along US 41. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control shall be included in the Contract Amount.

#### PART 4

#### IRRIGATION SYSTEM MONITORING AND MAINTENANCE

**Irrigation System:** The Contractor shall inspect and test ALL irrigation system components one (1) time per month. Inspections shall include all the existing irrigation systems (approximately 47 zones & 7 battery-operated), 7 irrigation controllers (Toro). Irrigation controllers are shared with the HOA and there are overlapping zones. Coordination and communication is vital for the success of the system. Contractor shall only utilize certified irrigation technicians on The Groves property.

#### A. Irrigation Controllers

- 1. Semi automatic start of the automatic irrigation controller
- 2. Check for proper operation
- 3. Program necessary timing changes based on site conditions & time DST
- 4. Lubricate and adjust mechanical components
- 5. Test back up programming support devices
- 6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

#### B. Water Sources

- 1. Visual inspection of water source
- 2. Clean all ground strainers and filters {00094432.DOCX/}

- 3. Test each pump at design capacities weekly and inform Operations Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
- 4. Test automatic protection devices

#### C. Irrigation Systems

- 1. Manual test and inspection of each irrigation zone in its entirety.
- 2. Clean and raise heads as necessary
- 3. Adjust arc pattern and distance for required coverage areas
- 4. Clean out irrigation valve boxes
- 5. Each head, seal, nozzle, in-line filter & strainer are to be inspected for adjustment & shall be aligned, packed, cleaned & repaired as necessary. Any filter screens in the lake shall be inspected monthly for clogging & replaced quarterly. Filters on all pumps shall be checked & cleaned at a minimum monthly.

#### D. Report

- 1. Irrigation operation time
- 2. Irrigation start time
- 3. Maintenance items performed
- 4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and unit pricing for routine & non-routine maintenance as a separate price from this bid. (i.e. valves of varying sizes, solenoids, etc.)

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion.

Assuming the Board of Supervisors approves the repairs listed in the 30-day audit and after such repairs

have been made, after the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately.

The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Pasco County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

#### PART 5

#### **INSTALLATION OF MULCH**

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches **after compaction**.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bed lines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The CDD reserves the right to subcontract out any and all mulching events.

#### PART 6

#### **ANNUAL INSTALLATION**

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately Eight Hundred Fifty (850) annuals in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. Prior to replacement, selection and approval from the Board is required. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs, however, beds cannot be allowed to remain bare for more than two weeks. In such case, they shall be replaced at Contractor's expense. Timing shall be centered around a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Dec, Mar, Jun, Sep)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the summer rotation (June) at no additional cost to District, a major renovation of all annual beds. All old potting soil shall be removed and a new potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4"plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract out any and all annual installation events.

### **EXHIBIT "B"**

# BID PROPOSAL FORM THE GROVES COMMUNITY DEVELOPMENT DISTRICT

#### **BID FORM**

# THE GROVES COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE & IRRIGATION MAINTENANCE REQUEST FOR PROPOSALS

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

#### PARTI

### **General Landscape Maintenance**

\$ 111,672.00

Yr

- Stonn Cleanup \$ 75.00 /hr (do not include in General Landscape Maintenance total or Grand Total)
- Fregre Protection (description of ability) Landscape will provide labor to cover and uncover

PerHour

\$ 30.00 /applieatieR (do not include in General Landscape Maintenance total or Grand Total)

- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
- \$ 30.00 /hr for employee with hand-held hose

\$ 90.00 /hr for water truck/tanker

<u>Complete</u> removal of Spanish & Ball Mosses is required for ALL Crape Myrtles during the donnant season & up to a 15' height for all other COD-maintained trees as needed. Please provide an optional price to perform this removal on the <u>entire</u> tree for all COD-maintained trees.

\$7,750.00

Yr Do not include grand total. Informational Purposes Only.

#### PART2

Fertilization (All labor and materials)

\$ 20,961.00

Yr

	ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION	
Feb.	20-0-10 w/ Pre -M	1	250	800.00	
April	20-0-0	.5	150	800.00	
May	24-2-11	Ι	250	800.00	
Julv	Fe	-	45	800.00	
August	24-2-11	1	250	800.00	
Oct.	9-0-24 w/ Pre -M	1	250	800.00	

	BAHIA (per speci ficat ions in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1 000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION	
March	20-0-10 w/ Pre-M	1	200	300.00	
April	20-0-0	.5	125	300.00	
June	24-0-11	1	200	300.00	
Au1mst	Fe	-	36	300.00	
October	9-0-24 w/ Pre-M	.5	200	300.00	

	TIFWA Y BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE	TOTAL POUNDS	COST PER	
		(LBS. N/1 000 SF)	PRODUCT TO BE	APPLICATION	
			APPLIED		
March	15-0-15	1	450	1469.00	
Ao ril	20-0-0	.5	270	1469.00	
Mav	24-2-11	1	450	1469.00	
Jul v	24-2-11	1	450	1469.00	
Au gust	Fe	-	81	1469.00	
Sept.	24-2-11	1	450	1469.00	
Nov.	24-2-11	1	450	1469.00	

	ORNAMENTALS (per speci fications in Part 2)			
MONTH	FORMULA	APPLICA TION RATE (LBS. N/10 00 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	1	250	1026.00
June	8 -10-10	1	250	1026.00
Oct.	8-10-10	1	250	1026.00

	PALMS (per speci fications in Part 2)			
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12+4	3	48	200.00
June	8-2-12+4	3	48	200.00
Sept.	8-2-12+4	3	48	200.00
Nov.	8-2-12+4	3	48	200.00

Please list any additional fertili zation for those plant materials requiring specialized applications. (i.e., Knockout Roses, Crape My rtles, Loropetalum, etc.)

	SPECIALTY PLANT MA TERIALS				
MONTH	FORM ULA	APPLICATION RATE (LBS. Nil 000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION	
March	21-0-0	.5	5	125.00	
Mav	21-0-0	.5	5	125.00	
Au gust	1.1-U-U	.5	5	125.00	
October	21-0-0	.5	5	125.00	

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

#### PART3

**Pest Control** (All labor and materials) entire pesticide allowance is required)\*

\$ 3,500.00

Yr (if

\* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicid es not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication /cont rol of all weeds, pests and diseases after the allowance listed above has been exhausted.

#### Application of Top Choice for annual treatment of Fire Ants

For infonnational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas (indicated as dark green on the maintenance exhibit).

\$ 3,250.00 *I* Yr

Top Choice application will be performed at the sole discretion of the District's B0S's (This shall not be inc/11ded in either the Pest Control cost listed above nor shall it be inc/11ded in the Grand Total or Contract Amount.)

OTC Injections will be performed at the discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Colltract Amount.)

**OTC Injections** (All labor and materials)

\$ <u>NIA</u> / Yr (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)
		_		

Ihe CDD reserves the right to subcontract out any and all OTC Injection events.

#### PART4

October)

And

Irrigation (All labor and material	\$ (\$	<u>5,445.00</u> N <sub>1</sub>
------------------------------------	--------	--------------------------------

Fre	ze Protection (description of ability)	
_	Per the districts <u>request</u> , <u>Yellowstone Landscape</u> will cover and uncover freeze <u>susceptble</u> parts	
\$ <u>5:</u>	per hour	
	r hours emergency service hourly rate $$\frac{75.00}{}$ /hr. (i.e. broken mainlines, puns, etc.)	np &
maintenand	e as a separate price from this bid.	
PARTS		
	of Pine Bark Mulch (medium) (All labor and materials)\$ 20.025.00 dressings are performed - do not include in Grand Total)	<u>/Yr</u>
Based on quinstall:	antities determined by Contractor's field measurements at time of bidding, Contrac	ctor shall
<u>350</u>	CY Medium Pine Bark Mulch per specs for the first top-dressing at \$ 44.50	/CY (app

100 CY Medium Pine Bark Mulch per specs for the second top-dressing at\$ 44.50 (app. April)

Each top-dressing shall leave all beds with a depth of 3" after compaction

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

### PART6

**Annual Installation** (All labor and materials)

Contractor shall install 850 (4") annuals up to four (4) times per year per specs at the direction of the District at \$ 1.50 /annual plant

- \$ 1,275.00 /rotation
- \$ 5,100.00 /Yr. (if all rotations are performed)

### (Do not include in Grand Total)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

#### GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ 141,578.00 /Yr

FIRST ANNUAL RENEWAL \$ 141,578.00 /Yr

SECOND ANNUAL RENEWAL \$ 141,578.00 /Yr

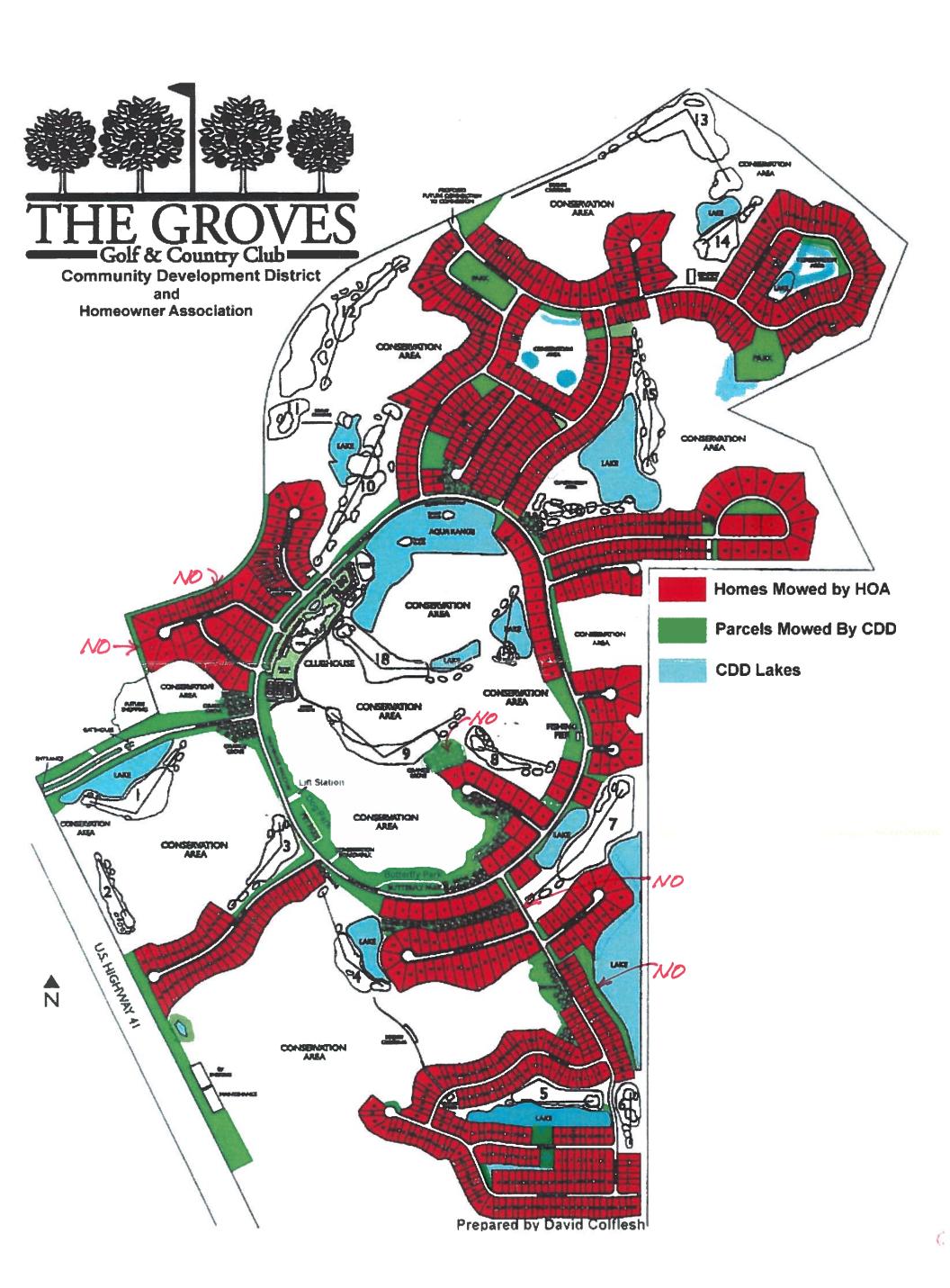
# The Groves CDD

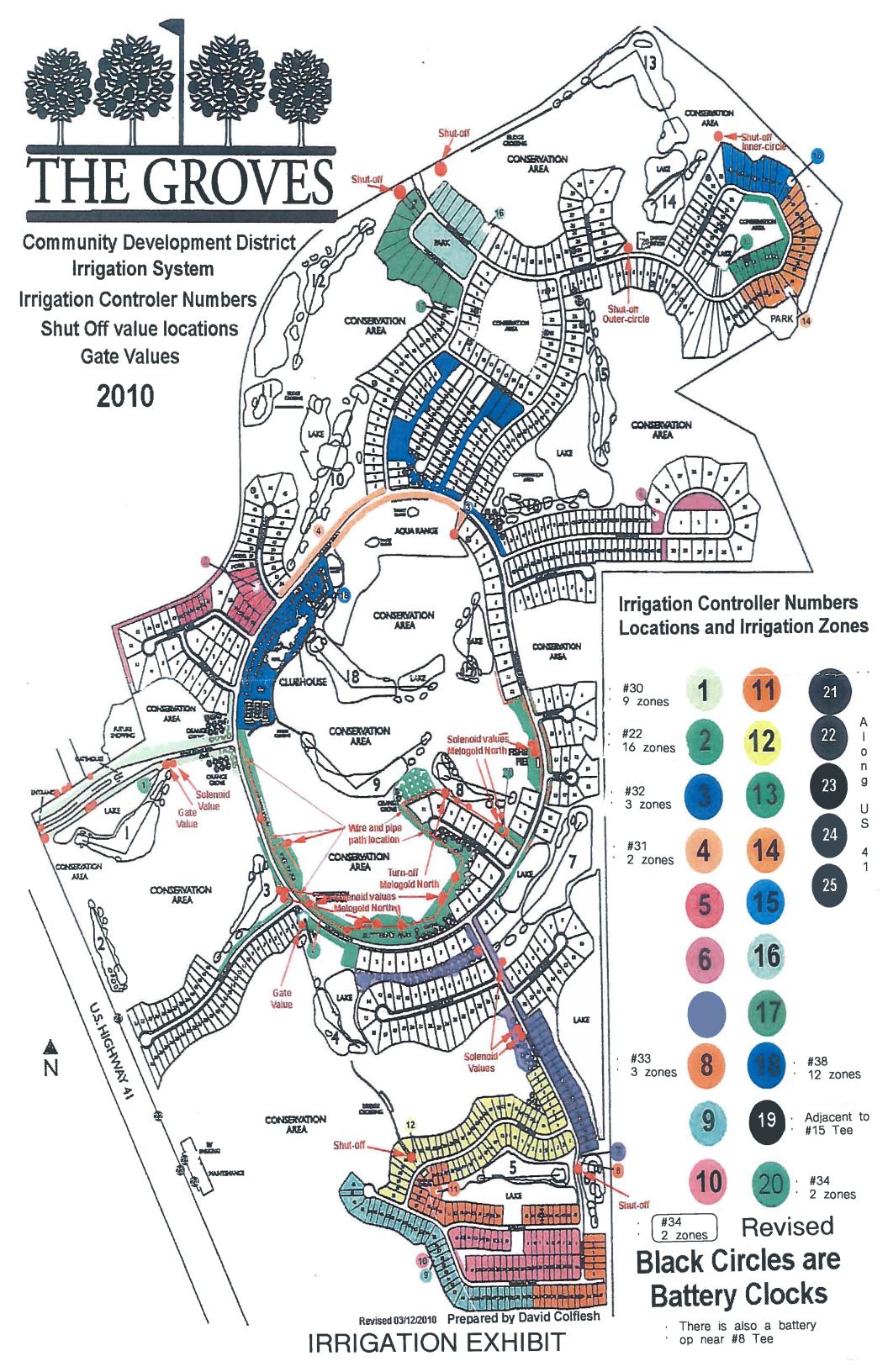
# **Irrigation Hourly Rate:**

\$55.00

{00094432.DOCX/}

# EXHIBIT "C" MAINTENANCE EXHIBIT





# **Tab 11**

### POLICY REGARDING BOARD MEMBER'S RELATIONSHIP TO STAFF

The Groves CDD has an outstanding staff of individuals that are committed to serving our community by carrying out the responsibilities assigned to them by the CDD Board of Supervisors. Unfortunately, many times they are distracted from their assigned duties by individual Board Members redirecting the staff efforts toward tasks of their own personal agendas or with issues requiring enormous amounts of research. This many times results in the staff not being able to carry out actions directed by the full Board in a timely manner.

It should be recognized that our staff works for the Board of Supervisors, not individual Board Members. Individual Board Members are residents of our community with no more authority to unilaterally direct staff actions than any other resident of our community.

To correct this situation, it is vital that we adopt a policy requiring our staff to avoid accepting tasks at the direction of any individual Board Member other than the Chairman carrying out duties as Chairman. If individual Board Members have an issue or action that they feel needs to be rectified or acted upon, they should address it at the monthly CDD Meeting under the agenda item Supervisors Requests. If they feel it is an urgent situation, they should bring it immediately to the attention of the District Manager.

If staff members are requested to act upon a Board Member's individual routine request, they should suggest that the Board Member either address the issue with the District Manager or at the next Board meeting, when if approved, it can be properly prioritized and complied with. If it is an urgent / emergency situation, the staff member should then take the necessary action to resolve the issue as the situation warrants.

It is my recommendation that the Board adopt the following policy:

Individual Board members are to refrain from assigning tasks to the CDD staff or directing their activities unless authorized to do so by the CDD Board of Supervisors. Staff members are to refrain from accepting assignments or direction from individual Board Members, other than the Chairman carrying out his duties as Chairman.

# **Tab 12**



3434 Colwell Avenue Suite 200 Tampa, FL 33614 p: 813.514.0400

rizzetta.com

February 24, 2023

The Groves Community Development District Board of Supervisors 5844 Old Pasco Road Suite 100 Wesley Chapel, FL 33544

Re: Termination of District Management Services, Amenity Management Services, Dissemination Agent Services and Technology Services

Dear Chairman Boutin:

This letter shall serve as Rizzetta & Company, Incorporated's ("Rizzetta") written notice of termination pursuant to Section XI of the Contract for Professional District Services dated April 5, 2021 between The Groves Community Development District ("District") and Rizzetta. In addition, this letter also serves as our official written notice of termination pursuant to Section 10 of the Amenities Management Agreement dated October 6, 2015 between the District and Rizzetta, notice of termination pursuant to Section 4 of the Dissemination Agent Agreement dated October 1, 2016 between the District and Rizzetta and notice of termination pursuant to Section X of the Contract for Professional Technology Services dated August 6, 2019 between the District and Rizzetta Technology Services, Inc., subsequently assigned to Rizzetta on November 9, 2021.

Rizzetta will continue to provide District Management Services, Dissemination Agent Services and Technology Services through May 5, 2023, approximately 60-days from the upcoming Board of Supervisors meeting on March 7, 2023. Likewise, Rizzetta will continue to provide Amenity Management Services through the same date of May 5, 2023. Although the notice provision of the Amenities Management Agreement requires 30-day written notice of termination, we are extending our termination date to allow the board time to solicit these services.

As you and I discussed previously on our phone conversation of February 23<sup>rd</sup>, Rizzetta is offering to continue to provide "back of house services" which would include accounting, financial & revenue services, dissemination agent services, technology services and assessment consulting services if the District chooses to self-manage going forward. We look forward to discussing this option with the full Board of Supervisors at their upcoming meeting on March 7, 2023. Regardless of the decision of the District, we wish you continued success in the future.

Sincerely,

William J. Rizzetta

President

Cc: Vivek Babbar, District Counsel

# **Tab 13**

#### Engineering Services for Additional Engineering Services – Rev3A

The Groves CDD - Professional Services per your request & directive

The Groves CDD - Pool/Spa Specified Additional Directed Services and Project:

Meeting/Observations Engineering for the Groves Clubhouse

Date: Tuesday, 28 February 2023

To: The Groves CDD, 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

Attn: Gregory Cox of Rizzetta & Company

From: Ken Martin, Martin Aquatic Design & Engineering

Subject: Martin Aquatic Proposal for Additional, Directed Professional Services and

Engineering with One On-Site Meeting Relating to the Pool & Spa Re-bidding -

located at the existing community facility Clubhouse at 7924 Melogold Circle, Land O'

Lakes, FL 33637.

### 1. Participation in the 02/21/2023 CDD Workshop

During the CDD Board Workshop Meeting on Tuesday, February 21, 2023, Martin Aquatic was requested to provide professional services for the re-bidding process and activities since the CDD did not accept the previous bid.

a. As a result of the workshop meeting, Martin Aquatic was directed to provide professional services for the new bid process.

# 2. Additional Services for Professional Services Description

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

a. The additional professional fees for the necessary professional services are:

Item #	Description	Sub-Tota	ı
1	The Groves Pool & Spa Engineering Designs/Professional Services shall update all the Bid Documents and prepare the Martin Aquatic documents for the CDD's transmission to the Bidders.	\$	5,300



#### Engineering Services for Additional Engineering Services - Rev3A

The Groves CDD - Professional Services per your request & directive

5	Total of the above	\$12,705
4	Lump sum travel costs for the one trip	\$780
	Sub-Total for the above services	\$ 11,925
3	One (1) Pre-Bid Event On-Site Meeting for the Contractor's on-site review & bidding	\$ 2,650
2	Anticipated phone calls to encourage bidders to participate, phone calls in response to queries about the updated scope, phone calls and emails to respond, and then periodically report the results of the Martin Aquatic bidding efforts to Greg.	\$ 3,975

. . . . .

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

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

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

# 4. Acceptance and authorization to provide additional professional services:

Martin Aquatic has submitted the above-outlined additional offer/proposal due to the noted changes and modifications of the Professional Services during the 6/22/2022 CDD meeting. This proposal is subject to all parties' mutually agreeable, executed add-service agreement. Please do not hesitate





## Engineering Services for Additional Engineering Services - Rev3A

The Groves CDD - Professional Services per your request & directive

to contact us if you require further information or clarification or want to discuss the project scope further.

Martin Aquatic Design & Engineering	Approved and Accepted by:	
Signature and Date	Printed Name	
By: Ken Martin, Founding Principal	Title	
	Signature and Date	

The proposal offer shall remain valid for 10 days from the revised date.



# **Tab 14**

#### MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

#### THE GROVES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of The Groves Community Development District was held on Tuesday, February 7, 2023, at 10:06 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
James Nearey	<b>Board Supervisor, Assistant Secretary</b>
Christina Cunningham	<b>Board Supervisor, Assistant Secretary</b>
Jimmy Allison	<b>Board Supervisor, Assistant Secretary</b>

### Also present were:

Debby Bayne-Wallace District Manager, Rizzetta & Co, Inc. Vivek Babbar District Counsel, Straley, Robin & Vericker Amy Wall **Operations Manager** Maura Lear **Facilities Manager** Stephen Brletic District Engineer, BDI Engineers Gregg Gruhl **RASI** Chris Beck Securiteam

**Audience Members** 

#### FIRST ORDER OF BUSINESS

#### Call to Order

Ms. Debby Bayne-Wallace opened the meeting at 10:06 a.m. and conducted a roll call. She confirmed that all CDD Board members were present and that there was a quorum present.

#### **SECOND ORDER OF BUSINESS** Pledge of Allegiance

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

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#### THIRD ORDER OF BUSINESS

**Audience Comments** 

Mr. Boutin opened the meeting by discussing the need to make the meeting more efficient by streamlining the discussions and limiting audience comments to the beginning of the meeting.

 The Board received audience comments on the subject of Back 9 Bistro's food service performance; on the subject of bridge repairs and use of synthetic wood materials; and a request from the President of the Golf Committee to provide the Board with previous submissions to the CDD management over the last year requesting permission to perform maintenance on the golf course or maintenance facilities that have not been answered.

On a motion from Mr. Boutin, seconded by Mr. Nearey, the Board unanimously approved to receive documents, for The Groves CDD.

Mr. Glenn Douglas informed the Board of the recent meetings started between he and Mr. Boutin to discuss community issues. He also requested that CDD Board members not give direction to HOA employees.

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

**Staff Reports** 

#### A. District Counsel

The Board received a District Counsel update from Mr. Vivek Babbar. He informed the Board that he is completing the agreement with BDI Engineering for District Engineering services and should have that ready soon for the Chairman to execute. Ms. Cunningham requested a status of the addendum of the lease with B9B and Mr. Babbar indicated that it will be resubmitted to B9B for execution soon.

### **B.** District Engineer

The Board received a District Engineer update from Mr. Brletic. He provided an update on the wetland proposal that was approved at the previous meeting.

Mr. Brletic explained to the Board that the Golf Course staff was requesting approval from the CDD to perform maintenance in wetland areas that are adjacent to the golf course playing area. He explained that there is some history and documentation for work of this nature that the Board should review in order to consider this request. The topic was tabled at the next meeting and the Board requested the documents be provided for their review.

# THE GROVES COMMUNITY DEVELOPMENT DISTRICT February 7, 2023 Minutes of Meeting

Page 3

The Board reviewed the January waterway and canals report provided by Steadfast. Mr. Loar asked about the status of rim ditch # 20 and the CDD request for more maintenance in that area.

### D. Operations Manager

 The Board received the January Clubhouse Manager's report from Ms. Wall. She provided an update on the install of the ADA door operatorsl, bench repair work, pool table maintenance, and other on-going maintenance work.

### E. District Manager

The Board received the January District Manager's report and Projects Update from Ms. Wallace.

The Board members discussed the need for a workshop to be held on February 21, 2023 at 10:00 a.m. with the topics of discussion being the bridge repair work, Back 9 Bistro issues, and the pool and spa renovation. The Board asked that staff confirm this time and date separately with the Board members and to prepare the necessary legal advertisement.

#### FIFTH ORDER OF BUSINESS

Discussion of B9B/Social Club Donated Alcohol

The Board members discussed the topic of donated food and alcohol being brought into the Clubhouse in lieu of it being purchased from the restaurant. Mr. Babbar advised the Board that the clause in the lease does not include alcohol as being approved to bring into the restaurant area if donated. The Board discussed the issues involved during a recent event in the Clubhouse and concluded that only the holder of the liquor license can distribute alcoholic beverages.

The Board members discussed the status of flooring in the restaurant and card room. Mr. Boutin explained that he and Ms. Wall had met with Ms. Tolley to discuss the need for the flooring repairs. The Board agreed that a timeline for the repair was needed.

On a motion from Ms. Cunningham, seconded by Mr. Loar, the Board unanimously approved to allow Back 9 Bistro 30 days to hire a vendor to repair the flooring; that the vendor contract was to be reviewed by staff; and that the vendor provided adequate insurance and warranty information, for The Groves CDD.

#### SIXTH ORDER OF BUSINESS

# Discussion of Bridge Renovation & Pool and Spa Renovation

Mr. Boutin informed the Board of a discussion he had with the HOA regarding the bridge work and the possibility of issuing a bond for the funding. The Board tabled any further discussion of the bridge repair and pool and spa RFP until the previously discussed workshop. Ms. Cunningham requested that staff provide all workshop related information to the Board members at least seven (7) days prior to the workshop. Mr. Boutin informed the Board of a golf course closure in May that might be a good time to try to perform this work. Mr. Loar provided comments regarding his opinion regarding not issuing a bond and

# THE GROVES COMMUNITY DEVELOPMENT DISTRICT February 7, 2023 Minutes of Meeting

y 7, 2025 Minutes of Meeting Page 4

using reserves for the projects. Mr. Boutin noted that he felt it was important to include the pool renovation topic in the workshop.

139 140 141

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Mr. Loar added that he is planning to have the next irrigation project meeting on March 10, 2023 and provided a brief update of the project status.

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# SEVENTH ORDER OF BUSINESS Consideration of Night Swimming Lighting Proposals

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The Board considered two proposals for the installation of lighting at the pool area that would qualify for night swimming certification. Ms. Wall suggested that additional research be conducted to determine if the existing lighting could be improved so as to provide sufficient illumination for night swimming certification. Mr. Allison raised the issue of permitting and how long this would take. The Board tabled the topic until the next CDD meeting.

152153154

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

# **Consideration of Electrical Repairs at Front Entrance**

155156157

Ms. Wall explained the current electrical issues in various locations near the front of the community. The Board tabled the consideration of electric repair proposals at the front entrance until the next CDD meeting.

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

# Consideration of Proposals for RV Park Lighting

162 163 164

Ms. Wall provided an update and explained that she felt another proposal was needed. The Board tabled the consideration of RV Park lighting proposals until the next CDD meeting.

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

# Consideration of Rim Ditch Maintenance Agreement

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Mr. Boutin explained the proposed revised Steadfast aquatic maintenance agreement and the Board reviewed the proposal for maintenance for the ponds and rim ditches that included two new rim ditch areas and criteria for on-going rim ditch maintenance.

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On a motion from Mr. Allison, seconded by Ms. Cunningham, the Board unanimously approved the revised aquatic pond and rim ditch maintenance agreement with Steadfast, for The Groves CDD.

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### **ELEVENTH ORDER OF BUSINESS**

# Discussion of Memorial Plaques Placement Policies

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Ms. Cunningham provided an update on two current memorial requests that had been pending. She presented information to the Board regarding options for a program for

February 7, 2023 Minutes of Meeting Page 5 Memorials in the community. She discussed memorial pavers but recommended the 182 option of display boards for plagues be considered. 183 184 On a motion from Mr. Loar, seconded by Mr. Nearey, the Board unanimously approved the memorial display board option presented by Ms. Cunningham, for The Groves CDD. 185 Ms. Cunningham indicated, following the approval of the memorial display board 186 option, that she would begin the preparation of the Board policy for this. 187 188 189 TWELFTH ORDER OF BUSINESS Consideration of Pool **Services Proposal from Copper Pool** 190 191 The Board considered a proposal from Cooper Pools to provide pool and spa 192 maintenance for the District. The Board reviewed the options in the proposal and selected 193 the option for service 3 times per week for \$2,860 per month. 194

On a motion from Ms. Cunningham, seconded by Mr. Nearey, the Board unanimously approved for staff to provide Proteus Pool Service with a thirty-day contract termination notice and to approve the proposal from Cooper Pools, option 1, for pool and spa maintenance three times per week, for \$2,860 per month, for The Groves CDD.

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The Board requested that District Counsel prepare the new pool service agreement with Cooper Pools and that District Manager provide the thirty-day notice of contract termination for Proteus Pool Service.

#### THIRTEENTH ORDER OF BUSINESS Consideration of Minutes of the Board of Supervisors' Meeting held on January 10, 2023

The Board members reviewed the minutes of the January 10, 2023 CDD Meeting.

Ms. Cunningham commented that her invoice review request for All Temp Air Conditioning in the January minutes has still not been completed. Mr. Loar noted that Steadfast status of waterway #20 was still needed and also a response from Lake Doctors regarding how to keep the pumps from clogging.

Mr. Loar indicated that a response was still needed from the alarm company to make sure the alarm system works.

Ms. Cunningham and Mr. Loar indicated that 120 permits described by Mr. Boutin in January have not yet been presented to the Board.

On a motion from Mr. Loar, seconded by Mr. Nearey, the Board unanimously approved the minutes of the January 10, 2023 Board of Supervisors' Meeting, for The Groves CDD.

## THE GROVES COMMUNITY DEVELOPMENT DISTRICT February 7, 2023 Minutes of Meeting Page 6

FOURTEENTH ORDER OF BUSINESS	Consideration of Operations and Maintenance Expenditures for December 2022
The Board reviewed the De Expenditures Report.	ecember 2022 Operations and Maintenance
Ms. Cunningham questioned if tunder warranty and also questioned how	he split air conditioner repair should have been woften refrigerant should be needed.
included in one report and wanted to be	e instances of where two months of bills were sure that vendors were being paid on time. Ms. factor of when the invoice arrives for payment.
· ·	by Mr. Nearey, the Board unanimously approved 022 Operation and Maintenance Expenditures Groves CDD.
FIFTEENTH ORDER OF BUSINESS	Supervisor Requests
	Oupervisor Requests
current music agreements and licensing He explained that the Clubhouse would	Ir. Loar requested that Ms. Wall explain the status. Mr. Loar provided a review of the costs.
current music agreements and licensing He explained that the Clubhouse would drop the other services.  Ms. Cunningham explained that	Mr. Loar requested that Ms. Wall explain the status. Mr. Loar provided a review of the costs. d be changing over to Sirius music service and she was attempting to get two Spectrum bills
current music agreements and licensing He explained that the Clubhouse would drop the other services.  Ms. Cunningham explained that removed from the District's accounts.  Mr. Boutin indicated that he I	Mr. Loar requested that Ms. Wall explain the status. Mr. Loar provided a review of the costs. d be changing over to Sirius music service and she was attempting to get two Spectrum bills that been communicating with Pasco County
current music agreements and licensing He explained that the Clubhouse would drop the other services.  Ms. Cunningham explained that removed from the District's accounts.  Mr. Boutin indicated that he I Veterans Services to discuss future serv	Mr. Loar requested that Ms. Wall explain the status. Mr. Loar provided a review of the costs. d be changing over to Sirius music service and she was attempting to get two Spectrum bills that been communicating with Pasco County
current music agreements and licensing He explained that the Clubhouse would drop the other services.  Ms. Cunningham explained that removed from the District's accounts.  Mr. Boutin indicated that he Veterans Services to discuss future services.	Mr. Loar requested that Ms. Wall explain the status. Mr. Loar provided a review of the costs. d be changing over to Sirius music service and she was attempting to get two Spectrum bills has been communicating with Pasco County vices for the community.  Adjournment  by Mr. Nearey, the Board unanimously approved
current music agreements and licensing He explained that the Clubhouse would drop the other services.  Ms. Cunningham explained that removed from the District's accounts.  Mr. Boutin indicated that he Veterans Services to discuss future services.  SIXTEENTH ORDER OF BUSINESS  On a motion from Mr. Loar, seconded I	Mr. Loar requested that Ms. Wall explain the status. Mr. Loar provided a review of the costs. d be changing over to Sirius music service and she was attempting to get two Spectrum bills has been communicating with Pasco County vices for the community.  Adjournment  by Mr. Nearey, the Board unanimously approved

# **Tab 15**

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#### **MINUTES OF MEETING**

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

# THE GROVES COMMUNITY DEVELOPMENT DISTRICT

The workshop meeting of the Board of Supervisors of The Groves Community Development District was held on Tuesday, February 21, 2023, at 10:01 a.m., at The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, FL 33637.

### Present and constituting a quorum:

Bill Boutin	Committee Member
Richard Loar	<b>Committee Member</b>
Jimmy Allison	<b>Committee Member</b>
Christina Cunningham	<b>Committee Member</b>
James Nearey	<b>Committee Member</b>

#### Also present were:

Gregory Cox
Amy Walls
Clubhouse Manager
Maura Lear
Stephen Brletic
Ken Martin
Clubhouse Manager
Facilities Manager
BDI Engineering
Martin Aquatic Design (via conference call)

Audience: Present

#### FIRST ORDER OF BUSINESS

Call to Order

The workshop was opened at 10:01 a.m. and Mr. Cox verified that all five Board Supervisors were present. Also present was District Manager Greg Cox, District Engineer Stephen Brletic, Clubhouse Manager Amy Walls, Facilities Manager Maura Lear, and also audience members. Mr. Ken Martin, with Martin Aquatic Design, was present via telephone conference call.

# SECOND ORDER OF BUSINESS Pledge of Allegiance

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

#### THIRD ORDER OF BUSINESS

Pool and Spa Renovation RFP

Mr. Boutin opened the first topic for Board discussion, Pool and Spa Renovation RFP, and opened the floor for audience comments on this subject.

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The Board received comments regarding the current condition of the pool and its equipment.

Mr. Boutin opened the floor for Mr. Martin to address the Board regarding his thoughts on reopening the Request for Proposals process, whether splitting the process into two separate RFPs, and the availability of supplies and additional vendors.

Following the comments from Mr. Martin and discussion by the Board, the Chairman requested that the topic of the Pool and Spa Renovation RFP be added to the next regular agenda for Board discussion and consideration.

### **Bridge Renovations**

The Chairman next opened the topic of the Bridge Repair Project and opened the floor for audience comments on this topic.

The Board received audience comments regarding the concern for the use of various synthetic boards for the bridge work.

Mr. Allison presented information from a report he had prepared regarding options and estimated costs for the bridge work. His recommendation included potentially shutting down the "conservation walk". The Board discussed issues related to the warranty of the "Wear Deck" materials that Mr. Allison was recommending.

Mr. Brletic indicated that he will work to obtain a proposal for Engineering Assessment for the bridges' condition and for the assistance of preparation of an RFP for the bridge work.

The Chairman requested that staff add to the next regular meeting agenda the Review of the Engineer Report for the Bridges and Authorization to Initiate a Request for Proposals for Bridge Renovations.

#### FIFTH ORDER OF BUSINESS

FOURTH ORDER OF BUSINESS

#### **Back 9 Bistro Restaurant Operations**

The Chairman opened the topic of the Back 9 Bistro restaurant operations for Board discussion.

The Board received audience comments on this topic that included questions regarding the lease clause regarding First Right of Refusal for B9B; comments regarding the quality of catering services and availability of the business owner at the restaurant.

The Board members discussed their concerns for the operation and indicated that options to include probation would be discussed at the next regular Board meeting.

The Chairman presented the possibility of creating a CDD Committee that could provide oversight of and coordination with the restaurant operator for the Community.

# THE GROVES COMMUNITY DEVELOPMENT DISTRICT February 21, 2023, Minutes of Meeting Page 3

SIXTH ORDER OF BUSINESS	Adjournment
The workshop meeting was adjourned at	: 12:10 p.m.
Secretary/Assistant Secretary	Chairman/Vice Chairman