



Rizzetta & Company

The Groves Community Development District

Board of Supervisors' Regular Meeting November 1, 2022

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

www.thegrovescdd.org

THE GROVES COMMUNITY DEVELOPMENT DISTRICT

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

| | | |
|-----------------------------|----------------------|--------------------------|
| Board of Supervisors | Bill Boutin | Chairman |
| | Richard Loar | Vice Chairman |
| | Jimmy Allison | Assistant Secretary |
| | James Nearey | Assistant Secretary |
| | Christina Cunningham | Assistant Secretary |
| District Manager | Gregory Cox | Rizzetta & Company, Inc. |
| District Counsel | Dana Collier | Straley Robin & Vericker |
| District Engineer | Stephen Brletic | JMT Engineering |

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

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

Board of Supervisors
The Groves Community
Development District

October 25, 2022

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of The Groves Community Development District will be held on **Tuesday, November 1, 2022, at 10:00 a.m.** to be held at The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, FL 34637. The following is the agenda for this meeting.

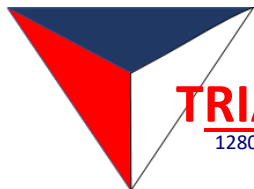
BOARD OF SUPERVISORS MEETING

- 1. CALL TO ORDER / ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 4. BUSINESS ITEMS**
 - A. Consideration of Gas Spa Heater Proposal Tab 1
 - B. Update on B9B Contract Renewal – Supervisor Cunningham
 1. Review of Proposed Redline to B9B Agreement..... Tab 2
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 1. Discussion of Floating Island – SWFWMD Permit Requirements
 - C. Aquatics Report
 1. October Waterway Inspection Report – Steadfast Tab 3
 - D. Client Relations Manager Updated
 - E. Clubhouse Manager
 1. October 2022 Clubhouse Manager's Report..... Tab 4
 - F. District Manager
 1. October 2022 Manager Report and Projects Management Plan Update Tab 5
- 6. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors' Regular Meeting held on October 11, 2022 Tab 6
 - B. Consideration of Operation & Maintenance Expenditures For September 2022 (**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

Tab 1



TRIANGLE POOL SERVICES

12801 S. BELCHER ROAD LARGO, FL 33773 727-531-0473

The Groves
7924 Melogold Circle
Land O Lakes, Fl

October 18, 2022

Dear Amy,

An inspection was conducted on the above address by Mark H, Service Technician for **Triangle Pool Service**, for the purpose of an estimate to install a new Pentair Master Temp 400 N Gas Heater on the SPA

Triangle Pool Service is pleased to submit the following bid;

ESTIMATE TO INSTALL A PENTAIR MASTER TEMP 400 N GAS HEATER ON THE SPA:

1. **(1) PENTAIR MASTER TEMP 400 N Gas Heater**
2. **Labor.**
3. **1 Year Warranty.**

Sub Total.....\$ 4599.95

Tax.....\$ 0.00

Total.....\$ 4599.95

We trust the above meets with your approval and that we may be of assistance to you in the near future **Triangle Pool Service**
Thanks You for the opportunity to assist you in your pool needs.

Acceptance of Proposal:

Date:

Respectfully Submitted,

Mark Hammond

Triangle Pool Service

WE CAN ONLY GUARANTEE THE ABOVE PRICE FOR A PERIOD OF (30) THIRTY DAYS

Tab 2

**FIRST AMENDMENT TO
THE GROVES COMMUNITY DEVELOPMENT DISTRICT GRILL
CONCESSION LEASE AGREEMENT**

This First Amendment to The Groves Community Development District Grill Concession Lease Agreement, (“**Amendment**”), is dated this ____ day of _____, 2022, and is by and between **The Groves Community Development District**, a special purpose unit of local government created pursuant to Chapter 190, Florida Statutes, with a mailing address of 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, (the “**District**”) and Back9Bistro, a Florida limited liability company, with a mailing address of 7924 Melogold Circle, Land O’Lakes, Florida 34637 (“**Vendor**”) (together the “**Parties**”).

Recitals

WHEREAS, the District and Vendor entered into a Concession Agreement dated October 15, 2021 (“**Agreement**”), for the use of the Leased Premises, as described in the Agreement; and

WHEREAS, the Parties now desire to amend the provisions of the Agreement relating to utilities charges and to update the inventory list.

1. Section 1 of the Agreement, relating to Lease of Civic Center, is amended to read as follows:

1. Lease of Civic Center. In consideration of the mutual promises, covenants and conditions herein contained, for the purpose of providing the food and beverage services listed in this Agreement, the District hereby leases, lets, and demises unto Vendor, and Vendor hereby rents from the District the Civic Center. The following areas, as depicted in **Exhibit “A”**, which is attached hereto and incorporated herein by reference, shall be exclusive to Vendor’s restaurant operations: the grill, cooler, kitchen, bar, and clubroom, ~~and back storage area~~. District also leases, lets, and demises unto Vendor and Vendor hereby rents from District the furniture and the District owned kitchen equipment listed in **Exhibit “B”** (the “**Restaurant Equipment**”).

Vendor shall allow District staff to inventory the Restaurant Equipment when requested by the District. The Civic Center and the Restaurant Equipment are collectively referred to herein as the “**Restaurant**”.

TENANT HAS ONLY A LEASEHOLD INTEREST IN THE RESTAURANT AND HAS NO OWNERSHIP INTEREST WHATSOEVER IN THE RESTAURANT OR THE CIVIC CENTER. NOTWITHSTANDING THE FOREGOING, VENDOR ACKNOWLEDGES AND AGREES THAT TENANT’S INTEREST IN AND USE OF THE BACK STORAGE AREA, PARKING AREA ADJACENT TO THE CIVIC CENTER, POOL, RESTROOMS, LANAI, CARD ROOM, CABANA, BALLROOM STORAGE, BALLROOM (INCLUDING STAGE), BALLROOM KITCHEN, CRAFT ROOM, CLUBROOM LANAI, AND CARDROOM PATIO (HEREAFTER

“NONEXCLUSIVE AREAS”) IS NONEXCLUSIVE, THAT VENDOR SHALL HAVE NO EXCLUSIVE USE OR CONTROL OVER THE NONEXCLUSIVE PART OF THE PREMISES, AND THAT THE PUBLIC MAY USE THE NONEXCLUSIVE AREAS, INCLUDING BUT NOT LIMITED TO, ACCESSING THE POOL AND THE RESTROOMS, FOR THE DURATION OF THIS AGREEMENT. VENDOR IS NOT LIABLE TO DAMAGES TO PERSONS OR PROPERTY THAT MAY OCCUR IN THE NONEXCLUSIVE AREAS WHEN THE RESTAURANT IS NOT OPEN UNLESS SUCH DAMAGE IS DUE TO VENDOR’S NEGLIGENCE.

The parties agree that liquor service is regulated in accordance with the liquor license. Food service in the Nonexclusive Areas shall be nonexclusive to Vendor; provided, however, that Vendor shall be offered the right of first refusal on all catered events in the Nonexclusive Areas as to food service only, unless Vendor is unable to provide food and liquor for the event in which case such food and liquor may be served by a properly licensed and insured caterer or vendor. Complimentary donations for events held on sight are not subject to this provision.

2. Section 2 of the Agreement, relating to Grant of Non-Exclusive License for Certain Common Areas, is amended to read as follows:

2. **Grant of Non-Exclusive License for Certain Common Areas.** The District hereby grants Vendor non-exclusive license to use, in accordance with all state, local, and federal laws, the property owned by the District within The Groves, including but not limited to the restroom facilities located adjacent to the Bar, the loading area at the rear of the grill. The provisions of this section shall be deemed to create a license only, and shall not be construed to be a lease, sublease, assignment, easement, or any other conveyance of any interest in or to the areas described in this section or in or to anything contained therein or thereon. From time to time, Vendor may desire to use or rent space for special events in the Civic Center and may rent the Ballroom, based upon availability, in accordance with the District rental policy and upon completion of the District rental agreement for use of the Ballroom.

Vendor acknowledges that the Nonexclusive Areas are multi-purpose rooms utilized for a variety of community events and that Vendor shall not have exclusive use or control over these areas. If such Nonexclusive Areas are available for use by Vendor, Vendor may use or rent the Nonexclusive Areas, as appropriate, and may also use the Common Areas for community functions and resident events with agreement of the District or permission from the District operations manager, as required. The District operations manager shall keep and maintain a reservation schedule for the Nonexclusive Areas.

3. Section 3 of the Agreement, relating to Term, is amended to read as follows:

3.**Term.** The initial term of this Concession Agreement commenced on October 15, 2021 (the “**Commencement Date**”) and ended on October 14, 2022 (the “**Initial Term**”). This Amendment is relating to Years Two and Three of the initial agreement and shall commence on October 15, 2022. At the end of the Initial Term, all Property installed by

Vendor on the Premises in accordance with **Exhibit “C-1”** of the Concession Agreement, shall become the property of the District, at District’s option, and this Concession Agreement shall automatically renew for a term of two (2) additional years at the monthly rate of ~~\$500.00~~ \$300.00 per month Concession Fee, plus applicable sales tax, and Utilities, for the first year of renewal. The parties will negotiate the Concession Fee for year three (3) of the renewal period ninety (90) days prior to the end of year two (2). Subsequent renewal time periods and the Concession Fee will be negotiated between Vendor and District, with negotiations commencing at least ninety (90) days prior to the end of year three (3). Notwithstanding the foregoing, at any time, either party may terminate this Concession Agreement, without cause, with sixty (60) days written notice to the other party.

4. Section 6 of the Agreement, relating to Concession Fee, is amended to read as follows:

6. Concession Fee. Effective October 1, 2022, Vendor hereby covenants and agrees to pay to the District each month, together with any additional fees set forth in the Concession Agreement, a monthly Concession Fee of ~~\$500.00~~ \$300.00 plus applicable state sales tax (the “**Concession Fee**”). In addition, effective October 1, 2022, Vendor shall pay the District the cost of the electricity and potable water for the Restaurant (the “**Utilities**”) at the rate of \$300.00 per month, which shall be invoiced to Vendor on a monthly basis and shall be due and payable within thirty (30) days from the invoice date. Vendor shall pay all sales tax and employment taxes incurred in the operation of the Restaurant by Vendor.

5. Section 11 of the Agreement, relating to Services, is amended to read as follows:

(a) Vendor acknowledges and agrees that the District is not obligated to make any alterations, repairs, or improvements to the Restaurant, except those alterations listed in **Exhibit “D”**. Vendor has inspected the Restaurant and acknowledges that the equipment and facilities located on the Restaurant including, but not limited to, the existing heating and air conditioning units, are adequate for the intended use of the Restaurant by Vendor.

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

(c) Vendor, at its sole cost and expense, is responsible for proper repair, replacement, cleaning, maintenance, and inspection of all of the Restaurant Equipment including, but not limited to, walk in cooler, carpets, flooring, exhaust hoods, grease traps, and related fire suppression equipment required by Pasco County. Vendor, at its sole cost and expense, is responsible for regular pest control inside the Restaurant. Vendor shall provide monthly written documentation of any inspections and repairs to the

District. The District shall be solely responsible for the carpet or flooring cleaning and maintenance of all common areas subject to this Concession Agreement, including, but not limited to, the Lanai, the Pool Area, and the Restrooms; provided, however, that Vendor will remove all dishes, spills, and other damage to the lanai which are related to Vendor's food service in the lanai including damage to the flooring. The District is responsible for maintenance, replacement, or repair of the following areas of the Civic Center: Roof, Air Conditioning/Heating system, and plumbing (with the exception of the repair, replacement, cleaning, maintenance, and inspection of the grease trap, which is Vendor's responsibility).

(d) Vendor, at its sole cost and expense, is responsible for adequate disposal of all refuse from its operations along with the adequate cleaning of the loading area located outside of the Restaurant. Vendor shall power wash the loading area from time to time as determined by the District. The District shall contract for regular pest control in the common areas and perimeter of the Civic Center.

(e) Vendor, at its sole cost and expense, is responsible for its own gas utilities, and installing its own telephone and communication lines (including cable and internet service) to serve the Restaurant, its own point of sale system, and cleaning of the carpet or flooring.

(f) Vendor, at its sole cost and expense, shall replace the light bulbs in the Vendor's exclusive areas.

(g) Unless authorized in writing by the District, Vendor is not authorized to enter into any contracts on behalf of the District or to authorize any other parties to enter into any contracts on behalf of the District. Unless authorized in writing by Vendor, District is not authorized to enter into any contracts on behalf of the Vendor or to authorize any other parties to enter into any contracts on behalf of the Vendor.

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

(i) Vendor will operate the Restaurant from ~~7~~8:00 a.m. to 10 p.m. Saturday and Sunday and 8 a.m. to 10 p.m. Monday through Friday, except as may be modified by agreement of the District Manager.

6. Section 12 of the Agreement, relating to Surrender of Premises, is amended to read as follows:

12. **Surrender of the Premises.** Upon termination of this Concession Agreement, Vendor shall surrender the Restaurant to District, together with all furniture, fixtures and equipment existing on the Commencement Date and all personal property listed in this Concession Agreement, in broom clean condition and in good working order

and repair, reasonable wear, and tear excepted. Unless otherwise provided herein, prior to expiration of the Concession Agreement, Vendor may remove and replace with the equipment existing on the Commencement Date, which shall be in working order, any restaurant equipment or fixtures installed by Vendor, or alternatively, Vendor may provide a reasonable replacement (in good working order and condition) for missing items of District's property, provided Vendor repairs all damage caused by such removal and restores the appearance of the affected area to its prior condition. Unless designated as Vendor's equipment in Exhibit "C-2", which is attached hereto, and removed immediately upon termination of the Concession Agreement, any such equipment installed by Vendor which remains in the Restaurant after termination of the Concession Agreement shall become the property of District. Vendor has a duty to restore the Premises in good repair. In the event of Vendor's failure to surrender the Restaurant in good repair, the District may restore the Restaurant to its prior condition subject to normal wear and tear and may pursue all available remedies under law against Vendor for damages incurred by District to restore the Premises.

7. Paragraph (C) of Section 46 of the Agreement, relating to Public Records, is hereby amended to read as follows:

C. IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BACK 9 BISTRO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-994-1001 OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

8. Exhibits "A", "B", "C", and "D" to the Agreement, are hereby modified and replaced with the Exhibits "A", "B", "C-1", "C-2", and "D", attached hereto and incorporated herein by this reference.
9. Unless expressly modified herein, all other terms and conditions of the Agreement, as amended, shall remain the same.

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

Witnesses:

By: _____
Name: _____

By: _____
Name: _____

Witnesses:

By: _____
Name: _____

By: _____
Name: _____

**The Groves
Community Development District**

By: _____
Wilbur H. Boutin, Jr.
Chair of the Board of Supervisors
Date: _____

**Back9Bistro, LLC, a Florida limited
liability company**

By: _____
By: _____
Title: _____
Date: _____

Exhibit "A" to the 2022 Concession Agreement

The Groves Clubhouse

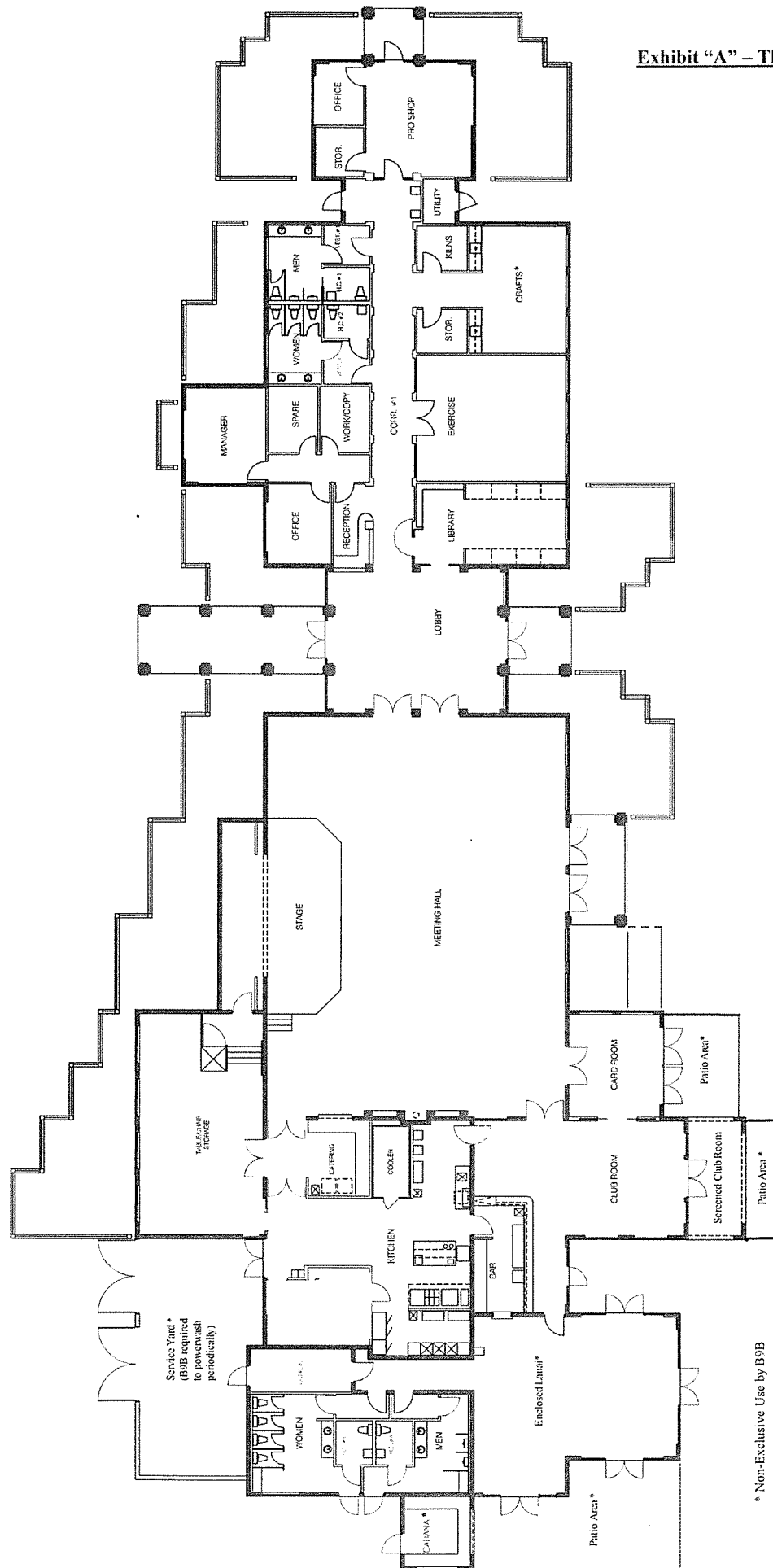


Exhibit "A" – The Groves Clubhouse

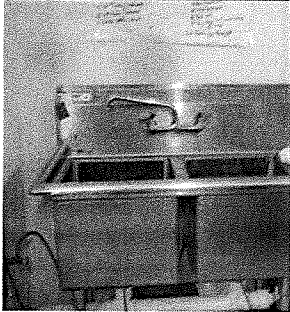
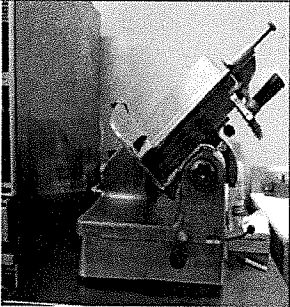
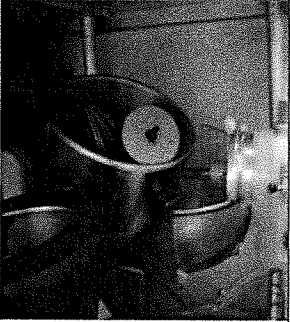

* Non-Exclusive Use by B9B

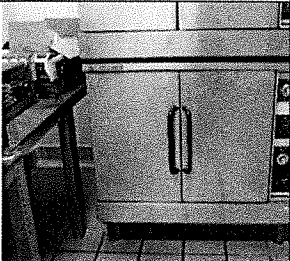
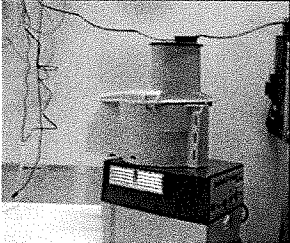
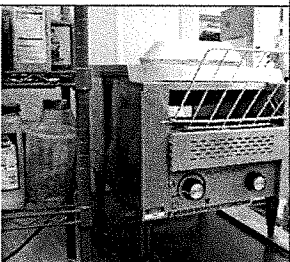
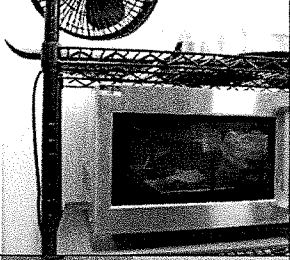

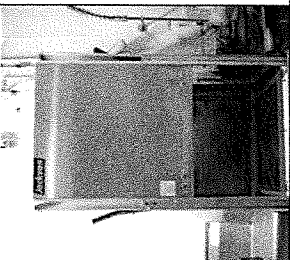


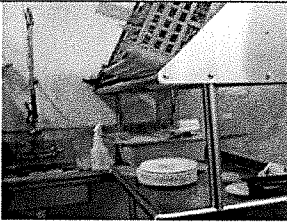
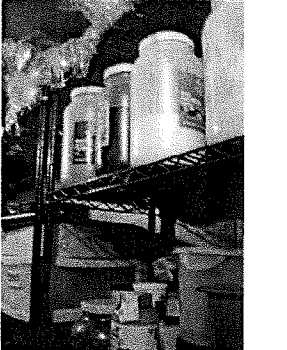
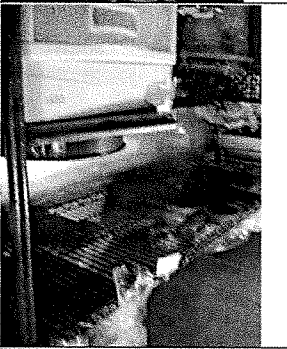
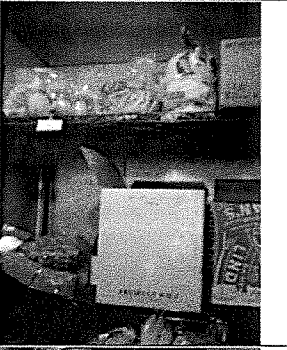

Exhibit "B" – Inventory List For


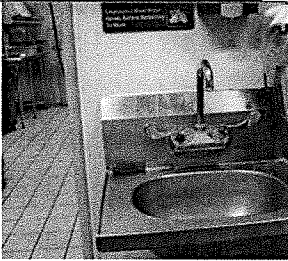



The Groves Community Development District Owned Restaurant Equipment

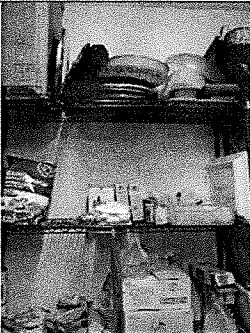
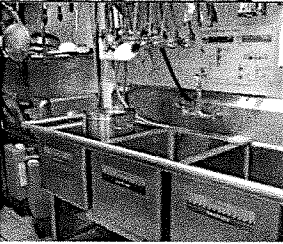
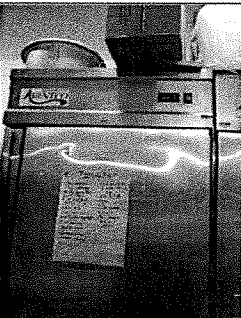
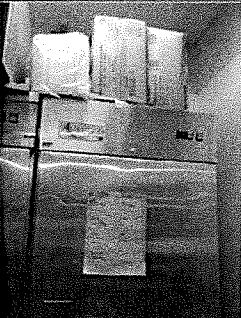
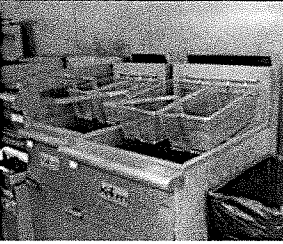

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| 08/18/2022 | Back 9 Bistro Restaurant | | |
| | | | |

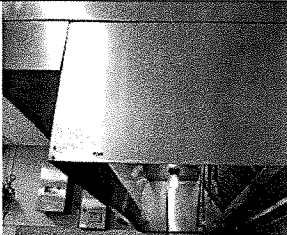

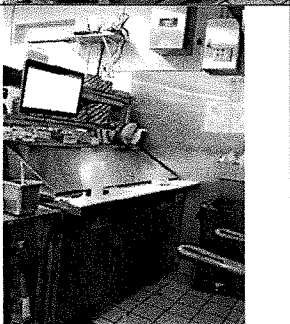
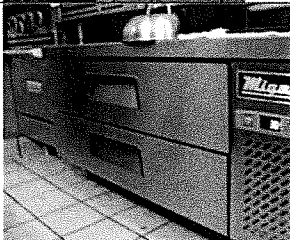


| Inve ntory # | Item Description | Item Name | Quantity | Location |
|--------------------|---|--|----------|----------|
| 1512 |  | Prep Sink Right drainboard Regency 57" 16 Gauge stainless steel two compartment commercial sink & drain board 17" x 17" x 12" bowls #600S2171718GRT- EA \$358.99 | 1 | |
| 1528 |  | Meat Slicer | 1 | |
| 1530 |  | Mixer | 1 | |
| 1527 |  | Convention Oven | 1 | |







| Inve ntory # | Item Description | Item Name | Quantity | Location |
|--------------------|---|--------------------|----------|----------|
| 1526 |  | Convention Oven | 1 | |
| 1514 |  | Food Processor | 1 | |
| 1513 |  | Toaster | 1 | |
| 1509 |  | Microwave | 1 | |
| 1531 |  | Dish Pit Dry Table | 1 | |
| 1504 |  | Dishwasher | 1 | |

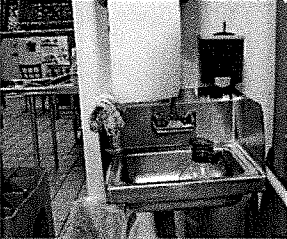

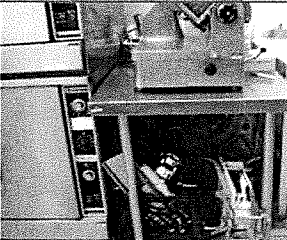



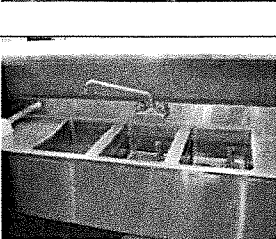
| Inventory # | Item Description | Item Name | Quantity | Location |
|-------------|---|---|----------|----------|
| 1534 |  | Dish Pit Rack | 1 | |
| 1522 |  | Rack Walk in COOLER Regency 18" x 36" green Epoxy 74" #460EG1658KIT-KIT | 1 | |
| 1520 |  | Rack Walk in Dry Rack Storage Rack Spill Rack Regency 18" x 36" green Epoxy 4 shelf 74" posts #460EG1891KIT-KIT \$132.10 | 1 | |
| 1521 |  | Rack Walk in COOLER Regency 18" x 36" green Epoxy 74" #460EG1663KIT-KIT | 1 | |
| 1034 |  | 2 Racks Walk in COOLER Regency 18" x 36" green Epoxy 74" | 1 | |

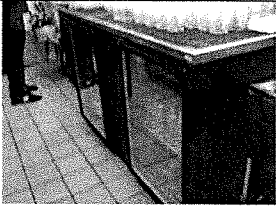


| Inve ntory # | Item Description | Item Name | Quantity | Location |
|--------------------|---|---|----------|----------|
| 1035 |  | Rack Spill Rack Regency 18" x 36" green Epoxy 4 shelf 74" posts #460EG1836KIT-KIT \$65.10 | 1 | |
| 1037 |  | Handwash Sink Regency 12" x 16" Wall mounted hand sink with Gooseneck Faucet \$75.50 #600HS12-EA | 1 | |
| 1519 |  | Dry Rack Storage Rack Spill Rack Regency 18" x 36" green Epoxy 4 shelf 74" posts #460EG1821KIT-KIT \$132.10 | 1 | |
| 1518 |  | Dry Rack Storage Rack Spill Rack Regency 18" x 36" green Epoxy 4 shelf 74" posts #460EG1833KIT-KIT \$65.10 | 1 | |
| 1517 |  | Dry Rack Storage Dry Rack Storage Rack Spill Rack Regency 18" x 36" green Epoxy 4 shelf 74" posts #460EG1861KIT-KIT \$132.10 | 1 | |

| Inve ntory # | Item Description | Item Name | Quantity | Location |
|--------------------|---|---|----------|----------|
| 1516 |  | Dry Rack Storage Regency 18" x 48" Epoxy 4-shelf kit with 74" posts #460EG1848KIT \$72.49 | 1 | |
| 1511 |  | Dish Wash (3) sink Regency 16 Gauge stainless steel three compartment sink 24" x 18" x 14" bowls \$529.01 #600S3182X-EA | 1 | |
| 1009 |  | Freezer | 1 | |
| 1038 |  | Freezer | 1 | |
| 1039 |  | Double Fryer | 1 | |
| 1040 |  | Double Fryer | 1 | |

| Inventory # | Item Description | Item Name | Quantity | Location |
|-------------|---|-------------|----------|----------|
| 1010 |  | Hood Vent | 1 | |
| 1506 |  | Steam Table | 1 | |
| 1042 |  | Line Cooler | 1 | |
| 1508 |  | Freezer | 1 | |
| 1535 |  | Stove/Oven | 1 | |
| 0300 |  | Heat Lamp | 1 | |

| Inve ntory # | Item Description | Item Name | Quantity | Location |
|--------------------|---|---|----------|----------|
| 0288 |  | Plate Warmer | 1 | |
| 1043 |  | Prep Table | 1 | |
| 1515 |  | Coffee Warmer Avantco W53 step up double burner decanter warmer #177W53-EA \$39.10 | 1 | |
| 1007 |  | Ice Machine | 1 | |
| 1523 |  | Paper Goods Rack 4-shelf kit with 74" posts #460EG1854K75 \$144.99 | 1 | |
| 1044 |  | Service Station 29" Trunk, Quick Brew | 1 | |

| Inve ntory # | Item Description | Item Name | Quantity | Location |
|--------------------|---|--|----------|----------|
| 1045 |  | Hand Wash Station | 1 | |
| 1046 |  | Wire Shelf Dry Rack Storage Regency 18" x 36" green Epoxy 2 shelf 74" posts \$65.10 | 1 | |
| 1047 |  | Prep Station | 1 | |
| 1536 |  | Beer Cooler | 1 | |
| 1537 |  | Beer Cooler | 1 | |
| 1540 |  | Bar Hand Wash Station | 1 | |
| 1539 |  | Sanitizer Sink Station | 1 | |

| Inve ntory # | Item Description | Item Name | Quantity | Location |
|--------------------|--|------------------------|----------|----------|
| 1011 |  | Bar Reach in Cooler | 1 | |
| 1048 |  | Liquor Reach in Cooler | 1 | |
| 1049 |  | Liquor Reach in Cooler | 1 | |
| | | | | |

Signature
Your signature

Exhibit "C-1"

Vendor Installed ~~Owned~~ Restaurant Equipment

Vendor will install the following equipment, which shall become the Property of the District at the District's sole option, at the time the Vendor vacates the premises. ~~if the Vendor renews this Agreement following the Initial One Year Term:~~

Cameras in Restaurant

Two (2) television sets

Bar sink next to Coke machine

(PLEASE INSERT #) Brown Chairs

12 green Bistro tables ~~Pizza Oven~~

If District requests the Vendor remove the equipment, Vendor shall restore the property to its previous condition at the time of removal of the equipment.

The following leased equipment shall not be removed by Vendor from premises without written consent of the District:

Coke ice machine in bar

Coke machine in kitchen

Coke bag in the box stand

Coke refrigerator

Gfs coffee machine

Gfs tea machine

3 chip/candy racks

Exhibit "C-2"

Vendor Owned Restaurant Equipment

The following equipment or furniture is owned by Vendor and will be removed by Vendor immediately upon termination of the Concession Agreement. Any such equipment installed by Vendor which remains in the Restaurant after termination of the Concession Agreement shall become the property of District.

All Coffee cups

Decaf Bunn coffee maker

5 coffee urns

3 blenders

Toast system / equipment

Beverage cart

Shuffleboard table

Credenza

All pictures, painting, decor fixtures, curtains (8) and rods (4)

Chalk board

Standing hot box

5 portable fans

All silverware (forks, knives, and spoons) and containers storing silverware

2 vacuums

Rolling rack

Cabinet

All caters, chafers, pans, stereos

All catering chargers

Safe

Filing cabinet

Desk

Printer

Desk wall calendars

All plastic blue and white pitchers

All clear pitchers

All glass pitchers

Water pitcher

Matts

All disposable items (e.g. Cups Utensils Napkins Plates Disposable coolers)

Ice bin

Ice scoops

20 trash cans

30 pots and pans

70 All serving utensils

tong bin

Bowls, plates, side plates, dishes (not tuxford)

All glass wear (mugs, wine, margarita, champagne, water glasses)

All cutting boards

All plastic and metal containers

All sugar caddies
And condiment caddies
8 dish racks
1 high chair
1 silverware wooden rack
All trays and tray stands
Salt machine at dishwasher
2 silver racks
1 green rack
Hot dog roller
Lemon slicer
Juice squeezer
10 Dirty Dish bins
Bread cart
All bar supplies
Clock
2 Bottle holders at bar

EXHIBIT “D”

List of Restaurant Alterations to be performed by District.

1. Update/replace existing restaurant signage to reflect the name, “Back9Bistro.” As of the date of this amendment, District has installed updated signage. Any additional signage will be paid for by Vendor but must be approved in advance of installation by the District.
2. Subject to budget approval, update pool area.
3. Subject to budget and other required approvals, following renovation of the pool area, install water connection to cabana.

Tab 3



The Groves CDD Aquatics

Inspection Date:

10/24/2022 7:25 AM

Prepared by:

Kevin Riemensperger

Account Manager

STEADFAST OFFICE:

WWW.STEADFASTENV.COM
813-836-7940

Inspection Report

SITE: 1

Condition: Excellent ✓Great Good Poor ✓Mixed Condition Improving



Comments:

Routine treatments are keeping the Hydrilla under control, while we await a period of time devoid of rain (this week) to disperse SONAR here.

| | | | | |
|-----------------------------------|-------------------|------------------------|---------------------|-------------|
| <u>WATER:</u> | ✗ Clear | Turbid | Tannic | |
| <u>ALGAE:</u> | ✗ N/A | Subsurface Filamentous | Surface Filamentous | |
| | | Planktonic | Cyanobacteria | |
| <u>GRASSES:</u> | N/A | ✗ Minimal | Moderate | Substantial |
| <u>NUISANCE SPECIES OBSERVED:</u> | | | | |
| | Torpedo Grass | Pennywort | Babytears | Chara |
| ✗ Hydrilla | Slender Spikerush | Other: | | |

SITE: 2A

Condition: ✓Excellent Great Good Poor Mixed Condition Improving



Comments:

Routine maintenance and monitoring will continue here.

| | | | | |
|-----------------------------------|---------------|------------------------|---------------------|-------------|
| <u>WATER:</u> | ✗ Clear | Turbid | Tannic | |
| <u>ALGAE:</u> | ✗ N/A | Subsurface Filamentous | Surface Filamentous | |
| | | Planktonic | Cyanobacteria | |
| <u>GRASSES:</u> | ✗ N/A | Minimal | Moderate | Substantial |
| <u>NUISANCE SPECIES OBSERVED:</u> | | | | |
| | Torpedo Grass | Pennywort | Babytears | Chara |
| | Hydrilla | Slender Spikerush | Other: | |

Inspection Report

SITE: 2B

Condition: Excellent Great ✓Good Poor ✓Mixed Condition Improving



Comments:

Interior Lilies are being managed/prevented from overtaking the pond. There is some Slender Spikerush present along the perimeter of the pond, mixed with Hydrilla. The Herbicide is slated to be dosed this week, to begin the eradication of these undesired species from this pond.

| | | | |
|-----------------------------------|---------------------|------------------------|-----------------------|
| <u>WATER:</u> | ✗ Clear | Turbid | Tannic |
| <u>ALGAE:</u> | N/A | Subsurface Filamentous | ✗ Surface Filamentous |
| | | Planktonic | Cyanobacteria |
| <u>GRASSES:</u> | N/A | ✗ Minimal | Moderate |
| <u>NUISANCE SPECIES OBSERVED:</u> | | | Substantial |
| | Torpedo Grass | Pennywort | Babytears |
| ✗ Hydrilla | ✗ Slender Spikerush | Other: | Chara |

SITE: 2C-1

Condition: Excellent Great ✓Good Poor ✓Mixed Condition Improving



Comments:

Similar in condition to the last pond reviewed; with additional small amounts of filamentous algae. The dispersal of SONAR here will work to remove unwanted vegetation, while routine treatments dispel the algal growth which has popped up since the last visitation.

| | | | |
|-----------------------------------|---------------------|--------------------------|-----------------------|
| <u>WATER:</u> | ✗ Clear | Turbid | Tannic |
| <u>ALGAE:</u> | N/A | ✗ Subsurface Filamentous | ✗ Surface Filamentous |
| | | Planktonic | Cyanobacteria |
| <u>GRASSES:</u> | N/A | ✗ Minimal | Moderate |
| <u>NUISANCE SPECIES OBSERVED:</u> | | | Substantial |
| | Torpedo Grass | Pennywort | Babytears |
| Hydrilla | ✗ Slender Spikerush | Other: | Chara |

Inspection Report

SITE: 2C-2

Condition: Excellent ✓Great Good Poor ✓Mixed Condition Improving



Comments:

The majority of the waterbody is clean, with small amounts of algae and Spikerush along the edges. To be addressed this upcoming visit.

| | | | |
|-----------------------------------|---------------|--|---------------------|
| <u>WATER:</u> | Clear | <input checked="" type="checkbox"/> Turbid | Tannic |
| <u>ALGAE:</u> | N/A | <input checked="" type="checkbox"/> Subsurface Filamentous | Surface Filamentous |
| | | Planktonic | Cyanobacteria |
| <u>GRASSES:</u> | N/A | <input checked="" type="checkbox"/> Minimal | Moderate |
| | | | Substantial |
| <u>NUISANCE SPECIES OBSERVED:</u> | | | |
| | Torpedo Grass | Pennywort | Babytears |
| | Hydrilla | <input checked="" type="checkbox"/> Slender Spikerush | Other: Chara |

SITE: 3A

Condition: Excellent ✓Great Good Poor ✓Mixed Condition Improving



Comments:

The majority of the water is clear. Only a thin border of organic material remains, to be addressed during the next maintenance visit.

| | | | |
|-----------------------------------|---|--|---|
| <u>WATER:</u> | <input checked="" type="checkbox"/> Clear | Turbid | Tannic |
| <u>ALGAE:</u> | N/A | <input checked="" type="checkbox"/> Subsurface Filamentous | <input checked="" type="checkbox"/> Surface Filamentous |
| | | Planktonic | Cyanobacteria |
| <u>GRASSES:</u> | N/A | <input checked="" type="checkbox"/> Minimal | Moderate |
| | | | Substantial |
| <u>NUISANCE SPECIES OBSERVED:</u> | | | |
| | Torpedo Grass | Pennywort | Babytears |
| | Hydrilla | Slender Spikerush | Other: Lyngbya |

Inspection Report

SITE: 3B

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

The water level on this pond has dropped, exposing parts of the inner "run". The exposed bed is being kept free of vegetation.

| | | | | |
|-----------------------------------|---------------|--------------------------|---------------------|-------------|
| <u>WATER:</u> | ✗ Clear | Turbid | Tannic | |
| <u>ALGAE:</u> | N/A | ✗ Subsurface Filamentous | Surface Filamentous | |
| | | Planktonic | Cyanobacteria | |
| <u>GRASSES:</u> | ✗ N/A | Minimal | Moderate | Substantial |
| <u>NUISANCE SPECIES OBSERVED:</u> | | | | |
| | Torpedo Grass | Pennywort | Babytears | Chara |
| | Hydrilla | Slender Spikerush | Other: | |

SITE: 4

Condition: Excellent ✓Great Good Poor ✓Mixed Condition Improving



Comments:

The Driving Range pond hosts some Slender Spikerush along the perimeter of the pond. The practice pond is clear.

| | | | | |
|-----------------------------------|---------------|--------------------------|---------------------|-------------|
| <u>WATER:</u> | ✗ Clear | Turbid | Tannic | |
| <u>ALGAE:</u> | N/A | ✗ Subsurface Filamentous | Surface Filamentous | |
| | | Planktonic | Cyanobacteria | |
| <u>GRASSES:</u> | ✗ N/A | Minimal | Moderate | Substantial |
| <u>NUISANCE SPECIES OBSERVED:</u> | | | | |
| | Torpedo Grass | Pennywort | Babytears | Chara |
| | ✗ Hydrilla | ✗ Slender Spikerush | Other: | |

Inspection Report

SITE: 5

Condition: Excellent ✓Great Good Poor ✓Mixed Condition Improving



Comments:

Hydrilla is noted in this pond. Technicians have been keeping the growth at bay while we await a period of time to dose the SONAR, likely this week.

| | | | |
|-----------------------------------|-------------------|--------------------------|---------------------|
| <u>WATER:</u> | ✗ Clear | Turbid | Tannic |
| <u>ALGAE:</u> | N/A | ✗ Subsurface Filamentous | Surface Filamentous |
| | | Planktonic | Cyanobacteria |
| <u>GRASSES:</u> | N/A | ✗ Minimal | Moderate |
| | | | Substantial |
| <u>NUISANCE SPECIES OBSERVED:</u> | | | |
| | Torpedo Grass | Pennywort | Babytears |
| ✗ Hydrilla | Slender Spikerush | Other: | Chara |

SITE: 6G

Condition: Excellent Great ✓Good Poor Mixed Condition ✓Improving



Comments:

This pond continues to improve. All undesired emergent vegetation has been cleared, with technicians moving on to submergent species, while also combatting any algal blooms, as evidenced by the decaying algae here.

| | | | |
|-----------------------------------|---------------------|--------------------------|-----------------------|
| <u>WATER:</u> | Clear | ✗ Turbid | Tannic |
| <u>ALGAE:</u> | N/A | ✗ Subsurface Filamentous | ✗ Surface Filamentous |
| | | Planktonic | Cyanobacteria |
| <u>GRASSES:</u> | N/A | Minimal | ✗ Moderate |
| | | | Substantial |
| <u>NUISANCE SPECIES OBSERVED:</u> | | | |
| | Torpedo Grass | Pennywort | Babytears |
| Hydrilla | ✗ Slender Spikerush | Other: | ✗ Chara |

MANAGEMENT SUMMARY



As October draws to a close, and we enter November, we are finally seeing a change in the weather conditions influencing the ponds. Cooler temperatures are becoming more commonplace in the mornings (especially given the recent cold-snap) and nights, though higher daytime temperatures and sunshine still contribute to rapid algae growth during daytime hours. As the days shorten and the season progresses these bloom events will taper off. Rain events are becoming less frequent, leading to extended decay times for surface algae. Additionally, water levels across most ponds will/are decreasing. Technicians on-site are currently providing both reactive and proactive treatment to the growth. If any algal activity is found to be actively growing around the shoreline and shallow areas it is immediately targeted with algaecides. Ponds which historically (in our experience) produce algal activity are pre-treated with algaecides even if none are present in an effort to get ahead of the growth.

At the time of this inspection, most ponds were in the process of improving from prior treatment. Filamentous algal growth noted during the inspection was composed of scattered patches along the ponds' perimeters, or was in an advanced state of decay. Remaining regrowth will be targeted during the next visitation. Many of the ponds, including known problem ponds (3A) looking much better. Full dissolution of algae is typically expected within 7-10 days post treatment.

With the rains finally subsiding, the approved SONAR application to combat submersed vegetation within the ponds can finally begin. This will be applied during the next visitation, with results to follow over the coming months.

RECOMMENDATIONS

Continue to treat ponds for algae.

Administer follow-up treatments to nuisance grasses along shorelines.

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

Disperse SONAR to address those ponds which have been colonized by unwanted subsurface vegetation.

Thank you for choosing Steadfast Environmental!

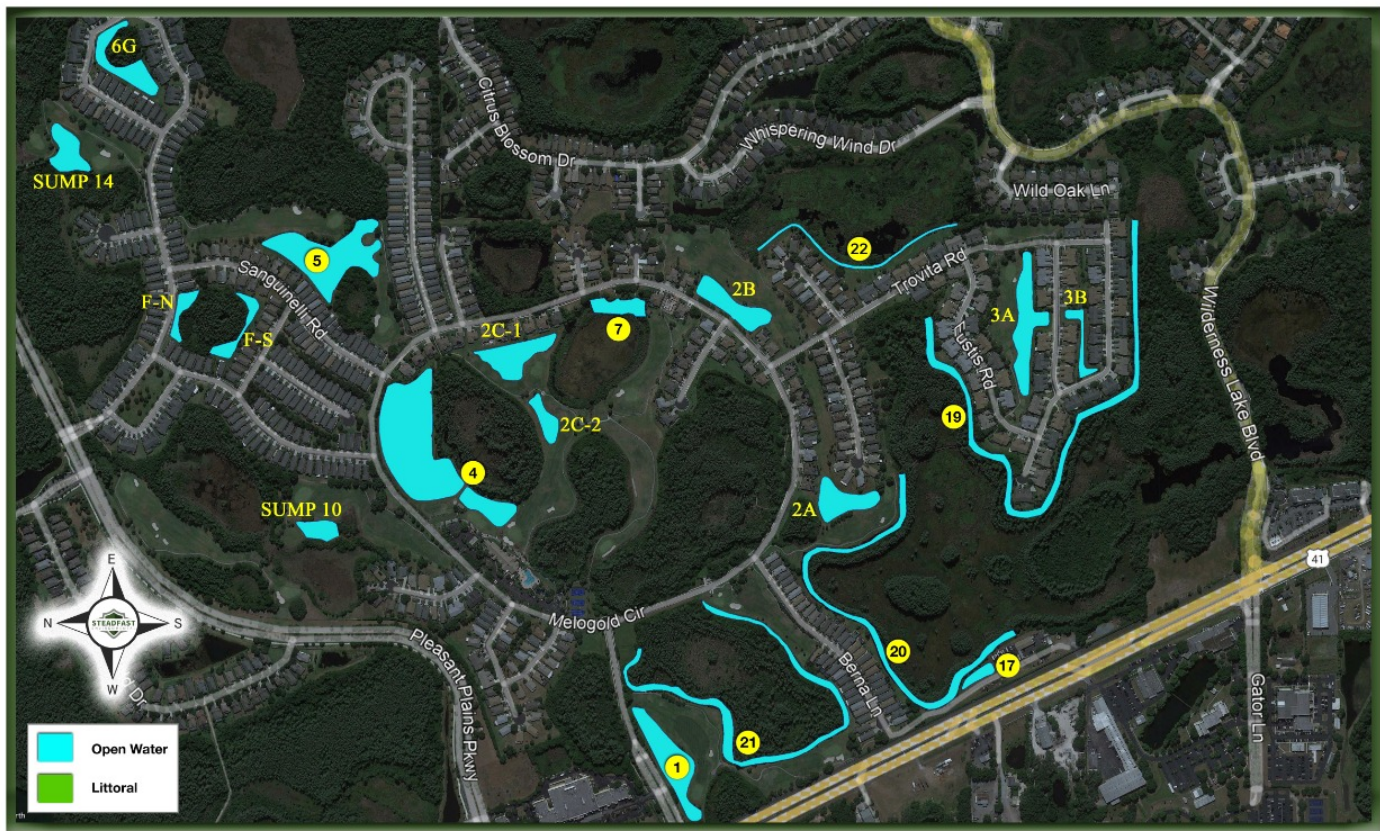
MAINTENANCE AREA



THE GROVES CDD

Festive Groves Blvd, Land O' Lakes

Gate Code:



Tab 4



October Monthly Manager's Report

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

Email: clubhouse@thegrovescdd.com
Clubhouse Manager: Amy Wall

Clubhouse Operations/ Projected Projects

- Cameras placed in RV Park & Maintenance shed.
- Fixed gate in RV park.
- Sprayed property for ants.
- Replaced three boards at the bridge.

Vendors That Made a Site Visit or Performed a Service

- Steadfast – Came out and cleaned out the rim ditch again the job is completed.
- Mr. Electric came out and fixed tennis court timer & lights.
- Mr. Electric came out to do a diagnostic on ballroom lights.
- Mr. Electric fixed landscape lighting at front of Clubhouse.
- Steadfast came out to finish the rim ditch clean up.
- Yellowstone will be starting conservation cutbacks.

Equipment Safety Checks

- Cleaned Kubota maintenance cart and gas line.
- Cleaned and checked equipment on Turo.
- Cleaned and washed tools off.

Facilities Usage - Upcoming Events

- GMGA Annual Dinner Nov 5th, 2022
- Primary Elections Nov 8th, 2022
- Veterans Day Golf Tournament Event Nov 11th, 2022
- Social Club Craft Fair Nov 12th, 2022
- Show and Shine Car Show Oct 27th, 2022
- Holiday Luncheon Nov 24th, 2022

Board of Supervisor's Requests & Updates

- More lighting in the RV park

Resident Requests

- Dog waste station on Trovita and at dog park.
- Table for small dog park.

Tab 5



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** December 6, 2022
- **Next General Election (Seats 1,2,3):** November 8, 2022
 - **Seat 1** - Jimmy Allison, Patricia Penberthy
 - **Seat 2** - James Nearey, Joel Watkins
 - **Seat 3** - Richard D. Loar

District Manager's Report

November 1, 2022

2022

- Attached to the cover page is a project summary.
- Update of INTACCT accounting system status emailed to the Board on 10/24/22

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The Groves CDD On-Going Project Update

November 1, 2022

Pool/Spa RFP. There were two bids received for the pool and spa renovation. It seems that the supply line issues created some reservations by some vendors. One vendor is a contact that Martin Aquatic Design had and the other is the local Pool Works.

Pool/Spa Renovation Start. Difficult to determine availability of vendors at this time. Early estimate is that the work will hopefully start within two months from vendor selection.

Pool Night Swimming Certification. The design for the improvement of the lighting in order to qualify for night swimming has been received and now general contractor bids being sought to install. Staff has been in contact with two vendors to get estimates for installing new light poles and fixtures.

Lanai Remodel / Enclosure. A proposal for acoustic panels has been approved. Staff acquiring estimates to have new flooring installed.

Restaurant ADA Restroom Door Closure. Revised proposal has been executed by Chairman.

Amend Restaurant Agreement with B9B. This is in progress with B9B. Staff is waiting for the completion of the exhibits for the equipment.

Irrigation System Split Study. The Board engaged Ballenger Irrigation to begin a study of what would be required for the upgrade or replacement of the current irrigation system. Meeting held in September and another to be held in December.

Rim Ditch Clearing and Maintenance Agreement Update. Latest phase of work completed, but more cleanup required. This is an on-going situation with the rim ditch work. Maintenance plan required.

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

Flooding at Entrance. This project involves the long sidewalk area leading out the front entrance heading towards Publix. The sidewalk dips down low in an area that floods repeatedly due to the low profile and no drainage. The Board is interested in seeing how to resolve the flooding. No progress has been made at this point.

The Groves Rock Display. The Board became concerned about a rock display of The Groves name on the entrance pond bank. The erosion around the signage is fairly severe and a vendor for repair is being sought.

Shed for HOA on CDD Property. Completed.

Golf Course Bridge Work. Staff has 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. Staff has reached out to Tampa Dock to get an estimate of cost to have the structure assessed and certified.

Tab 6

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, October 11, 2022, at 10:00 a.m., at The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, FL 33637.

Present and constituting a quorum:

| | |
|----------------------|--|
| Bill Boutin | Board Supervisor, Chairman |
| Richard Loar | Board Supervisor, Vice Chairman |
| Jimmy Allison | Board Supervisor, Assistant Secretary |
| Christina Cunningham | Board Supervisor, Assistant Secretary |
| James Nearey | Board Supervisor, Assistant Secretary |

Also present were:

| | |
|--------------|--|
| Gregory Cox | District Manager, Rizzetta & Co, Inc. |
| Dana Collier | District Counsel, Straley, Robin & Vericker |
| Amy Wall | Operations Manager |
| Maura Lear | Facilities Manager |

Audience Members **Present**

FIRST ORDER OF BUSINESS

Call to Order

Mr. Cox opened the meeting at 10:01 a.m. and explained that it was a continuation of the meeting that was opened on October 4, 2022, which was opened and continued to this time and date.

The meeting roll call was held and all Board members were present for the meeting.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

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

THIRD ORDER OF BUSINESS

Audience Comments

At the request of the Chairman, Mr. Nearey provided an update of the status of the “floating island” that was behind the homes on Trovita. There was discussion regarding that the Board would be taking action to have the floating island of vegetation treated and removed.

Ms. Wall provided an update regarding the RV storage lot and informed the Board that cameras were being installed.

The Board received comments from the audience on a variety of topics including additional comments regarding the “floating island”; the damaged fence behind the RV storage lot; the upcoming Fireman’s Festival; property needing maintenance behind 8135 Sanguinelli Road; Back 9 Bistro restaurant service and contract renewal; thank you comments to Jim Nearey and Maura Lear for the flu shots from Publix; and the construction crew at Publix and the thefts at the RV storage lot.

FOURTH ORDER OF BUSINESS

Public Hearing on Proposed Amenity Policies and Procedures

The Board opened and closed a public hearing regarding changes being considered to the facilities rental policy.

On a motion from Mr. Loar, seconded by Mr. Nearey, the Board unanimously approved to open a public hearing on the proposed amenities policies and procedures, for The Groves CDD.

There were no public comments.

On a motion from Mr. Loar, seconded by Mr. Nearey, the Board unanimously approved to close the public hearing on the proposed amenities policies and procedures, for The Groves CDD.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2023-01, Adopting Updated Policy and Fee Schedule

The Board members discussed the proposed policy changes that had been prepared. Several amendments were discussed and added to the draft policy.

The Board received additional comments from the audience regarding the recent changes considered by the Board for the amenity policy.

On a motion from Mr. Loar, seconded by Mr. Nearey, the Board approved, with a vote of 4-1, with Mr. Boutin voting no, to adopt Resolution 2023-01, Adopting Policy and Fee Schedule, for The Groves CDD.

SIXTH ORDER OF BUSINESS**Consideration of EGIS Insurance Proposal FY 2022-2023**

Mr. Cox presented the EGIS insurance policy proposal for the District for fiscal year 2022-2023.

He explained that due to the timing of the receipt of the proposed policy, the Chairman had previously approved the proposed policy and now the Board needed to consider ratification of that action.

Mr. Boutin explained that the cost of the policy was below the amount that had been budgeted. Mr. Cox explained that the list of CDD owned assets in the itemized list in the policy was being reviewed and updated. Ms. Cunningham noted that the swimming pool lighting was not reflected in the itemized list and requested that staff research that issue.

On a motion from Mr. Loar, seconded by Mr. Allison, the Board members unanimously approved to ratify the Chairman's approval of the EGIS Insurance Policy for The Groves CDD, for fiscal year 2022-2023, for The Groves CDD.

SEVENTH ORDER OF BUSINESS**Consideration of Lanai Acoustics Panels Proposals**

The Board reviewed and discussed the Coleman Interiors Inc. proposal for an acoustic ceiling in the lanai for \$3,200 and agreed to proceed to approve it.

On a motion from Mr. Loar, seconded by Ms. Cunningham, the Board unanimously approved the Coleman Interiors ceiling tiles for \$3,200, for The Groves CDD.

EIGHTH ORDER OF BUSINESS**Consideration of LLS Tax Solutions Letter of Engagement**

On a motion from Mr. Loar, seconded by Mr. Allison, the Board unanimously approved a Letter of Engagement with LLS Tax Solutions, Inc. for Arbitrage Calculations for three years, for The Groves CDD.

NINTH ORDER OF BUSINESS**Consideration of Rizzetta Landscape
Inspection Services Proposal**

On a motion from Mr. Boutin, seconded by Mr. Nearey, the Board unanimously voted not to approve a proposal from Rizzetta & Company, Inc. for landscape inspection services, for The Groves CDD.

TENTH ORDER OF BUSINESS**Consideration of Steadfast Proposal
for Rim Ditch 19 Cleanout and Pepper
Removal**

The Board considered a proposal from Steadfast Environmental, LLC, for Brazilian Pepper and other vegetation removal where Cleopatra meets Eustis plus the installation of sod along ditch cleanout at lower Eustis, for \$10,535.

During the discussion, the Board members indicated that the next step would be to establish a maintenance program for the cleaned-out areas.

On a motion from Mr. Nearey, seconded by Mr. Allison, the Board unanimously approved a Steadfast Environmental, LLC proposal for Brazilian Pepper and other vegetation removal where Cleopatra meets Eustis plus the installation of sod along ditch cleanout at lower Eustis, for \$10,535, for The Groves CDD.

ELEVENTH ORDER OF BUSINESS**Update on Irrigation Renovation
Project – Mr. Loar**

Mr. Loar provided the Board with an update of the on-going irrigation project. He explained that the HOA will be gathering information regarding valve information to put into the irrigation software system. He explained some of the process that will be on-going to determine the components of the system. He noted the next meeting would be in the December 2022 timeframe.

TWELFTH ORDER OF BUSINESS**Update on B9B Contract Renewal**

Ms. Collier provided an update of the status of the amendment to the Back 9 Bistro contract for restaurant operations. She explained the effort to “clean up” the current contract language to try to bring it in line with how the restaurant it is operating currently. The Board members discussed at length the current operations of the restaurant and the views of how it should operate going forward.

The Board received several requests from Ms. Simone Tolley regarding items she would like to see changed in the amendment to the agreement and the Board took up each of the changes and made decisions on each which Ms. Collier would then build into the draft agreement.

Supervisor Loar departed the meeting at 1:00 p.m.

A motion from Ms. Cunningham to maintain the monthly restaurant lease rate at \$500 per month did not receive a second.

A motion from Mr. Nearey to change the monthly restaurant lease rate to \$400 per month did not receive a second.

On a motion from Mr. Allison, seconded by Mr. Nearey, the Board approved with a 3-1 vote, with Ms. Cunningham voting no, to change the contractual monthly restaurant lease fee to \$300, for The Groves CDD.

The Board considered additional requests from Ms. Tolley regarding the agreement and agreed to change the required opening time to 8:00 a.m. from 7:00 a.m.; and to continue to evaluate the lanai use procedures and the responsibility to maintain equipment in the restaurant.

The Board did not take any action to change Ms. Cunningham as the Supervisor assigned oversight of the restaurant operations for the Board, as was requested by Ms. Tolley.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There was no District Counsel update information provided from Ms. Collier.

B. District Engineer

Mr. Cox provided information provided by Stephen Brletic for his District Engineer update. Mr. Boutin requested that Mr. Brletic research the tree removal issue by Culvers Restaurant to see what action the Board should require of them.

C. Aquatics Report - Steadfast

The Board reviewed the September waterway and canal reports provided by Steadfast Environmental. Mr. Boutin provided an update of the rim ditch clearing status and provided an update of the plan to introduce Sonar to areas to eliminate vegetation. Mr. Boutin requested staff to invite representatives from Steadfast to attend the next CDD meeting.

D. Client Relations Update

Mr. Cox provided a Rizzetta Client Relations update regarding the current status of the transition to the new accounting system.

E. Operations Manager

The Board received a Clubhouse Manager report for September from Ms. Wall.

F. District Manager

Mr. Cox presented the District Manager update to the Board. He noted that the next CDD regular meeting was scheduled for November 1, 2022 at 6:30 p.m. He presented the Campus Suites 3rd Quarter Website Audit Report to

the Board and Ms. Cunningham noted that these reports were no longer required to be presented to the Board at these meetings.

FOURTEENTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Meeting held on September 6, 2022

The Board reviewed and made various amendments to the minutes of the September 6, 2022 Board of Supervisors CDD meeting.

On a motion from Ms. Cunningham, seconded by Mr. Boutin, the Board members unanimously approved (4-0) the minutes of the September 6, 2022, Board of Supervisors' meeting, as amended, for The Groves CDD.

FIFTEENTH ORDER OF BUSINESS

Consideration of Operations and Maintenance Expenditures for August 2022

Mr. Cox presented the August Operations and Maintenance Report to the Board which totaled \$119,837.37. Ms. Cunningham requested staff to investigate the following items: Campus Suite \$378.75 invoice; Campus Suite contract date; the various Central Pest Control invoices; Fabian invoice; Mood Media invoice; and the Rizzetta recruiting invoice.

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

SIXTEENTH ORDER OF BUSINESS

Supervisor Requests

There were no additional Supervisor Comments provided.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

On a motion from Mr. Nearey, seconded by Mr. Allison, the Board members unanimously approved (4-0) to adjourn the Board meeting at 1:52 p.m., for The Groves CDD.

Secretary/Assistant Secretary

Chairman/Vice Chairman