

**THE GROVES COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE □ 5844 OLD PASCO RD □ SUITE 100 □ WESLEY**  
**CHAPEL, FL 33544**  
[WWW.THEGROVESCDD.ORG](http://WWW.THEGROVESCDD.ORG)

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March 29, 2021

**Board of Supervisors**  
**The Groves Community**  
**Development District**

**AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of The Groves Community Development District will be held on **Tuesday, April 6, 2021 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.

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS**
- 4. BUSINESS ITEMS**
  - A. Consideration of District Management Services (Aimee).....Tab 1
  - B. Consideration of Pool Maintenance Proposals (Aimee).....Tab 2
  - C. Consideration of Aquatic Management Proposals (Mark).....Tab 3
  - D. Discussion of The Groves Entrance Beautification.....Tab 4
  - E. Consideration of Yellowstone Proposal  
for front & back gates (James).....Tab 5
  - F. Discussion of Project Planning (Christina)
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
    1. Consideration of Pond Maintenance Proposals.....Tab 6
  - C. Presentation of March 2021 Waterway &  
Canal Inspection Report.....Tab 7
  - D. Clubhouse Manager
    1. Review of March Report.....Tab 8
  - E. District Manager
    1. Review of Monthly Financials.....Tab 9
    2. Project Management.....Tab 10
    3. 90 Day Improvement Plan.....Tab 11

- 6. **BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors' Workshop Meeting held on February 24, 2021.....Tab 12
  - B. Consideration of Minutes of the Board of Supervisors' Meeting held on March 2, 2021.....Tab 13
  - C. Consideration of Operation & Maintenance Expenditures for February 2021.....Tab 14
- 7. **SUPERVISOR REQUESTS**
- 8. **ADJOURNMENT**

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

Sincerely,  
*Aimee Brandon*  
District Manager

# Tab 1

## CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

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**DATE:** 11 February, 2021

**BETWEEN:** **RIZZETTA & COMPANY, INC.**  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

(Hereinafter referred to as "**Consultant**")

**AND:** **THE GROVES COMMUNITY DEVELOPMENT DISTRICT**  
5844 Old Pasco Road  
Suite 100  
Wesley Chapel, Florida 33544

(Hereinafter referred to as "**District**," and together with Consultant, the "**Parties**.")

### **PURPOSE; SCOPE OF SERVICES:**

- I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract.
  - A. **STANDARD ON-GOING SERVICES.** The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:
    - i. **Management** - services include the conducting of one (1) three (3) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
    - ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;



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- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity;
- iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.

**B. TIME FRAME.** The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

**II. ADDITIONAL SERVICES.** In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;
- Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the Consultant.



- III. **LITIGATION SUPPORT SERVICES.** Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.
- IV. **ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.** These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by Consultant for providing those services to the extent authorized by law and the District's Rules of Procedure.
- V. **TERM.** The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Contract are firm and that the Consultant may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

VI. **FEES AND EXPENSES; PAYMENT TERMS.**

A. **FEES AND EXPENSES.**

- i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.
- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in



Contract terms.

- iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

#### B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services will either be billed monthly at the Consultant's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.
- iii. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses not included under the Standard-On Going Services of the Consultant will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VII. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the Consultant, the Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.



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**VIII. NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

**IX. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.

**X. RESPONSIBILITIES.**

**A. DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

**B. LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, and to the extent consistent with Chapter 190.006, Consultant shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

**XI. TERMINATION.** This Contract may be terminated as follows:

**A.** By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by written notice to Consultant electronically at the address noted herein.

**B.** By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District electronically at the address noted herein.

**C.** By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.

**D.** Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.





**XII. GENERAL TERMS AND CONDITIONS.**

- A.** All invoices are due and payable within thirty (30) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Pasco County, Florida.
- D.** In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- E.** The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- F.** The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- G.** Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

**XIII. INDEMNIFICATION.**

- A. DISTRICT INDEMNIFICATION.** To the extent the Consultant or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold harmless the Consultant from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the Consultant. The District's obligation to defend, indemnify, and hold harmless the Consultant as set forth herein shall not exceed the monetary limits of any endorsement listing the Consultant as an additional insured party pursuant to Section XIV of this Agreement. If there is no such endorsement, the District's defense, indemnity, and



hold harmless obligations as set forth in this Section shall not exceed the monetary limitations of liability set forth in Section 768.28, *Florida Statutes*. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

**CONSULTANT INDEMNIFICATION.** The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

- B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

#### XIV. INSURANCE.

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
- i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - iii. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - iv. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.



- v. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
  - C. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
  - D. The District agrees to list the Consultant as an additional insured party on its General Liability and Automobile Liability insurance policies to the extent the Consultant or its employees are serving as the District's employees, officers or agents pursuant to the terms, conditions and requirements of this Agreement, and to the extent the District's insurance provider will issue an endorsement in substantially the form attached hereto as Exhibit E. The limits of coverage for additional insured parties pursuant to such endorsement shall not exceed the monetary limitations of liability provided in Section 768.28, Florida Statutes.
  - E. If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the Consultant 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.
- XV. ASSIGNMENT.** Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.
- XVI. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes and the District's Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 3) ensure that public records which 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 the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as **Exhibit D**; and 5) upon completion of the



Contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**

**XVII. NOTICES.** All notices, requests, consents and other communications under this Contract ("Notices") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

<b>If to the District:</b>	The Groves Community Development District 5844 Old Pasco Road Wesley Chapel, FL 33544 Attn: District Manager
<b>With a copy to:</b>	Straley Robin Vericker 1510 West Cleveland Street Tampa, FL 33606 Attn: District Counsel
<b>If to the Consultant:</b>	Rizzetta & Company, Inc. 3434 Colwell Avenue, Suite 200 Tampa, FL 33614
<b>With a copy to:</b>	Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa, FL 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next



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succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XVIII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XIX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.
- XXI. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XXIII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant 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 a 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 Consultant or any of its agents, servants, employees, or materialmen, 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 of an alleged violation, the District





may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.

- XXIV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- XXV. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

*(Remainder of this page is left blank intentionally)*



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Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY: \_\_\_\_\_

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**THE GROVES COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: Chairman/Vice Chairman

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Vice Chairman/Assistant Secretary  
Board of Supervisors

\_\_\_\_\_  
Print Name



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- Exhibit A** – Scope of Services
- Exhibit B** – Schedule of Fees
- Exhibit C** – Municipal Advisor Disclaimer
- Exhibit D** – Public Records Request Policy
- Exhibit E** – District Insurance covering District Manager

**EXHIBIT A**  
Scope of Services

**STANDARD ON-GOING SERVICES:** These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

**MANAGEMENT:**

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
  - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
  - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
  - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
  - 4. Provide Form 1 Financial Disclosure documents for Board Members
  - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
  - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
  - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
  - 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
  - 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
  - 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
  - 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
    - a. Provide written notice to owners of public hearing on the budget and its related assessments.



12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
  13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
  14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.
  15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
  16. Provide for submitting the regular meeting schedule of the Board to County.
  17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
  18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
  19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
  20. Provide for public records announcement and file document of registered voter data each June.
  21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
  22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
  23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
    - a. Provide for the appropriate ad templates and language for each of the above.
  24. Provide for instruction to Landowners on the Election Process and forms, etc.
  25. Respond to Bond Holders Requests for Information.
  26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.



**ADMINISTRATIVE:**

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.
- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
  - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

**ACCOUNTING:**

- A. Financial Statements
  - 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
    - a) Chart of Accounts
    - b) Vendor and Customer Master File
    - c) Report creation and set-up.
  - 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
    - a) Cash Investment Account Reconciliations per fund
    - b) Balance Sheet Reconciliations per fund
    - c) Expense Variance Analysis
  - 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
  - 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
  - 5. Manage banking relations with the District's Depository and Trustee.
  - 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
  - 7. Account for assets constructed by or donated to the District for maintenance.



8. On or before October 1<sup>st</sup> of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
9. Provide Audit support to auditors for the required Annual Audit, as follows:
  - a) Review statutory and bond indenture requirements
  - b) Prepare Audit Confirmation Letters for independent verification of activities.
  - c) Prepare all supporting accounting reports and documents as requested by the auditors
  - d) Respond to auditor questions
  - e) Review and edit draft report
  - f) Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
11. Provide and file Annual Financial Statements (FS. 218 report) by June 30<sup>th</sup> of each year.

**B. Budgeting**

1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
3. Prepare and cause to be published notices of all budget hearings and workshops.
4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

**C. Accounts Payable/Receivable**

1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
  - a) Manage Vendor Information per W-9 reports
2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
3. Maintain checking accounts with qualified public depository including:
  - a) Reconciliation to reported bank statements for all accounts and funds.
4. Prepare year-end 1099 Forms for Vendor payments as applicable.
  - a) File reports with IRS.

**D. Capital Program Administration**



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1. Maintain proper capital fund and project fund accounting procedures and records.
2. Process Construction requisitions including:
  - a) Vendor Contract completion status
  - b) Verify Change Orders for materials
  - c) Check for duplicate submittals
  - d) Verify allowable expenses per Bond Indenture Agreements such as:
    - (1) Contract Assignment
    - (2) Acquisition Agreement
    - (3) Project Construction and Completion Agreement
3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

**E. Purchasing**

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

**F. Risk Management**

1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.



**FINANCIAL AND REVENUE COLLECTION:**

A. Administer Prepayment Collection:

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.
3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.

B. Administer Assessment Roll Process:

1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
3. Verify assessments on platted lots, commercial properties or other assessable lands.
4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.

C. Administer Assessments for Off Tax Roll parcels/lots:

1. Maintain and update current list of owners of property not assessed via the tax roll.
2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.

D. True-Up Analysis:

1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

**ADDITIONAL SERVICES:**

A. Meetings

1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;
2. True-Up Analysis;



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- a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
- b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;

C. Bond Issuance Services

1. Special Assessment Allocation Report;

- a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
- b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
- c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments

2. Bond Validation;

- a) Coordinate the preparation of a Bond Validation Report which states the “Not-to-exceed” par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
- b) Provide expert testimony at bond validation hearing in circuit court.

3. Certifications and Closing Documents;

- a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

D. Electronic communications/e-blasts;

E. Special requests;

F. Amendment to District boundary;

G. Grant Applications;

H. Escrow Agent;

I. Continuing Disclosure/Representative/Agent;

J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.

K. Public Records Requests - Refer to **Exhibit D** of this Contract for responsibilities;





**LITIGATION SUPPORT SERVICES:**

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

**ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:**

- A. Issue estoppel letters as needed for property transfers
  - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
  - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
  - 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
  - 2. Maintain collection log showing all parcels that have pre-paid assessments.
  - 3. Prepare, execute and issue release of lien to be recorded in public records.



**EXHIBIT B**  
Schedule of Fees

<b>STANDARD ON-GOING SERVICES:</b>	<b>ANNUAL</b>
Management:	\$37,500.00
Administrative:	\$ 8,600.00
Accounting:	\$19,200.00
Financial & Revenue Collections*:	\$10,000.00
<b>Total Standard On-Going Services**:</b>	<b>\$75,300.00</b>

*\*Includes Annual Assessment Roll for Taxation*

*\*\*Pricing to hold through FY 2022*

**ADDITIONAL SERVICES:**

<b><i>Extended Meetings</i></b>	<b><i>Per Hour</i></b>	<b><i>\$0.00</i></b>
Special/Additional Meetings	Per Occurrence	Upon Request
Modifications and Certifications to Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Special Assessment Allocation Report	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request



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**PUBLIC RECORDS REQUESTS FEES:**

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
Senior Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

**LITIGATION SUPPORT SERVICES:** Hourly Upon Request

**ADDITIONAL THIRD PARTY SERVICES:**

Pre-Payment Collections/Estoppel/Lien Releases:		
Lot/ Home owner	Per Occurrence	Upon Request
Bulk Parcel(s)	Per Occurrence	Upon Request



**EXHIBIT C**  
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.



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## EXHIBIT D

### Public Records Request Policy and Fees

#### **Public Officer, Employee and Staff Policy for Processing Requests for Public Records**

##### **Policy Generally:**

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that will be utilized in preparing responses to public record requests.

##### **Requests for District Records:**

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons will be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian will then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District



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the applicable public records response fees as set forth therein and established within the Agreement.

6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.

7. Florida's public records law does not require the District to answer questions regarding the records produced.

**Processing Responsive Records:**

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party will be charged according to the District's adopted fee schedule.
2. Records are only required to be produced in the format(s) in which they exist.
3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.





Exhibit E



**PUBLIC ENTITY  
ADDITIONAL INSURED – DISTRICT MANAGEMENT COMPANY**

NAMED INSURED: The Groves Community Development District  
POLICY NO: 100120624

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**

This endorsement modifies coverage provided under the **AUTOMOBILE LIABILITY COVERAGE FORM (FIA 500)** and the **GENERAL LIABILITY COVERAGE FORM (FIA 300)**.

**ALL TERMS, LIMITATIONS, EXCLUSIONS AND OTHER CONDITIONS CONTAINED IN SAID COVERAGE FORM(S) REMAIN APPLICABLE TO THIS ENDORSEMENT AND ARE INCORPORATED HEREIN BY REFERENCE.**

The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

**ADDITIONAL INSURED – MANAGEMENT COMPANY APPOINTED BY DISTRICT**

**SECTION II- WHO IS AN INSURED/SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to include any company, corporation or other organization, including any employee(s) or agent(s) thereof (hereinafter called Additional Insured), which the insured duly appoints or authorizes, through official action of its governing board, to serve in the capacity as manager or administrator of the insureds operations or facilities, but only with respect to liability arising, solely and exclusively, out of the performance of those duties which have been authorized by the insured and solely involve the performance of **Your Work**.

The coverage afforded to the additional insured does not apply to:

- A. **Bodily Injury or Property Damage** occurring after the insured ceases to be authorized to serve in the capacity as manager or administrator of the insured's operations or facilities;
- B. **Bodily Injury or Property Damage** arising solely out of any negligence of the additional insureds, its agents or employees;
- C. **Bodily Injury or Property Damage** intended or expected by additional insured;
- D. Liability assumed by the additional insured under any contract or agreement;
- E. **Property Damage** to:
  - 1. Property owned, used, occupied by, or rented exclusively to the additional insured;
  - 2. Property exclusively in the care, custody or control of the additional insured or its employees or agents, unrelated to the performance of **your work**.

**LIMITS OF COVERAGE FOR ADDITIONAL INSURED**

The limits of coverage available under this endorsement to any additional insured shall not exceed the sum of \$200,000.00 per claimant or \$300,000.00 per occurrence and in the aggregate. Defense costs are outside the limit provided.

**Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of either the Insured's or the Additional Insured's sovereign immunity nor shall any provision of this agreement increase the liability of the Insured or the Additional Insured, or the sums for which the Insured may be liable, beyond the limits provided in §768.28, Florida Statutes.**





# Tab 12

**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 Wednesday, February 24, 2021 at 10:00 a.m. held at The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, FL 33637.

Present and constituting a quorum:

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

Also present were:

Aimee Brandon	<b>District Manager, Rizzetta &amp; Co, Inc.</b>
Dana Collier	<b>District Counsel, Straley, Robin &amp; Vericker</b>
Mark Bufano	<b>Operations Manager</b>
Steven Brletic	<b>JMT Engineering</b>

Audience: **Present**

**ORDER OF BUSINESS**

**Budget Projection Planning**

- The Board opened the Workshop meeting at 10:04 a.m. with all Supervisors in attendance. Ms. Aimee Brandon noted that there were audience members in attendance.
- The Board received a Beautification Project list from Mr. Anthony Buzzeo. Mr. Buzzeo briefly reviewed a few items from his list.
- Ms. Brandon presented the Board with a Project Projection Worksheet in Excel format. The spreadsheet includes individual tabs for the following: Clubhouse, Entrances, Grounds, Golf & Maintenance Area, Irrigation, Pool Area, Recreation, Streets & Parking, and Grill/Restaurant. The purpose of the spreadsheet is to incorporate Reserve Study findings with projected cost integrated with future projected projects identified by the Supervisors with actual and projected costs.

- 
- 
- 48 • Ms. Brandon went through each tab beginning with the Clubhouse tab. The  
49 Board discussed having a designer come in to provide recommendations for  
50 cosmetic upgrades to the ballroom. The Board agreed that the lanai area should  
51 be a priority. Mr. Mark Bufano discussed the areas of the clubhouse that he  
52 would like to see updated including the ballroom, installation of industrial fans,  
53 flooring, and other cosmetic items. Mr. Bill Boutin suggested that Mr. Bufano  
54 provide a list of priority items in his next report to capture the information for the  
55 minutes.  
56
- 57 • The Board reviewed the items listed under the Entrance tab. Mr. Boutin feels that  
58 the electrical system from the entrance monument to the Guard House needs to  
59 be renovated. Mr. Bufano mentioned that he had an electrical box installed away  
60 from the Guard House that can be accessed for irrigation needs. Mr. Richard  
61 Loar discussed a resident offering to donate funds to redo the entrance area  
62 down to the Guard House. Ms. Dana Collier advised the Board to review the offer  
63 from the resident and if they approved, an agreement should be written between  
64 the resident and The Groves District. Mr. Loar said that he would send the  
65 proposal from the resident to Ms. Brandon to distribute to the Board. Ms.  
66 Christina Cunningham identified each individual monument for recording  
67 purposes. The Board discussed the back gate and the issue of residents hitting  
68 the gate arm. Mr. Boutin suggested installing speed bumps to prevent cars from  
69 hitting the arm. Mr. Allison did not agree with installing speed bumps but  
70 suggested installing flashing lights or a proximity sound alarm.  
71
- 72 • The Board discussed the Grounds tab. Mr. Boutin asked if the District Engineer is  
73 responsible to provide a yearly report of the state of the stormwater drains and  
74 culvert structures. Mr. Stephen Brletic explained that it is common to address  
75 issue when they occur and that it is not common to have a report done on the  
76 structures but rather the function and effectiveness of the ponds. Mr. Boutin  
77 requested that SWFWMD come out and reevaluate the level of the ponds and  
78 suggested adding the consideration of obtaining a proposal to do a study to the  
79 next agenda. The Board agreed that the Pond Bank Restoration was a priority.  
80 Mr. Boutin discussed adding citrus trees on the CDD Property.  
81
- 82 • The Board discussed the Golf and Maintenance Area tab. The Board agreed that  
83 the Golf Maintenance building roof, Cart Barns, Storage Sheds, and Maintenance  
84 sheds were a priority project.  
85
- 86 • The Board discussed the Irrigation tab. The Board agreed that a study should be  
87 completed to identify if the irrigation can be split from the HOA and CDD.  
88
- 89 • The Board discussed the Pool Area tab. The Board agreed that the pool will need  
90 to be addressed in the next fiscal year. In that same time frame, related items  
91 such as pool pavers, fire ant colony extermination and pool leak repairs should  
92 be completed. The Board agreed that the work should be scheduled during the  
93 winter months when the pool can easily be closed.  
94

- 
- 
- 95 • The Board discussed the Recreation tab. Mr. Boutin discussed adding gazebos  
96 to various areas of the CDD grounds.  
97
- 98 • The Board discussed the Grill/Restaurant tab. The Board agreed that there  
99 needs to be an evaluation of the cost to upgrade the Cabana area. Depending on  
100 the results the Board would like to address this project in the next fiscal year.  
101
- 102 • The Board discussed adding Electrical Room Relocation as a top priority item in  
103 addition to improving the audio system in the clubhouse.  
104
- 105 • The Board discussed the Pond 1 Pipe work provided by District Engineer, Mr.  
106 Brletic. Mr. Brletic discussed his pond elevation study and mentioned that the  
107 elevation of the ponds was not off as much as he anticipated.  
108
- 109 • The Board discussed the Storage Shed proposition that was received by a  
110 resident. The Board agreed that they did not want to entertain the request due to  
111 liability concerns.  
112
- 113 • The Board discussed the upcoming Budget meeting. The Board agreed that a  
114 separate meeting would not be necessary. They requested that Ms. Brandon  
115 bring a preliminary budget to the April meeting.  
116
- 117 • During Supervisor Request, Mr. Loar complimented Ms. Brandon on her Project  
118 Projection Planning spreadsheet.  
119
- 120 • The Board agreed to adjourn the Workshop meeting at 1:13 p.m.  
121  
122

123 \_\_\_\_\_  
124 Secretary/Assistant Secretary

\_\_\_\_\_ Chairman/Vice Chairman

# Tab 13

**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, March 2, 2021 at 10:00 a.m.**, held at The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, FL 33637.

Present and constituting a quorum:

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

Also present were:

Aimee Brandon	<b>District Manager, Rizzetta &amp; Co, Inc.</b>
Dana Collier	<b>District Counsel, Straley, Robin &amp; Vericker</b>
Mark Bufano	<b>Operations Manager</b>
Steven Brletic	<b>JMT Engineering</b>

Audience: **Present**

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Aimee Brandon called the meeting to order and performed roll call, confirming that a quorum was present.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

The Board heard audience comments regarding the following: previous projects that still need to be completed, debris left on the ground from the shrubs that were trimmed, music played at the pool area that can be heard from residents home, appreciation to the Board for providing a location for the vaccinations, concerns with amenity proposal pricing, complaints from residents towards the restaurant, residents requesting a meeting with the owners of the restaurant to address complaints, issues with seeing restaurant staff members not wearing their masks, request to allow more than 50 people into the ballroom and a requested explanation as to why there is a restriction on the amount of people allowed in the ballroom vs. a restaurant.

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**THIRD ORDER OF BUSINESS**

**Award Presentation**

50  
51  
52 Mr. Bill Boutin presented awards of appreciation to two volunteer residents that  
53 helped organize the community vaccinations and to Mr. Jimmy Allison for his contribution  
54 of time and experience with managing the road work project.

**FOURTH ORDER OF BUSINESS**

**Consideration of Rizzetta Amenity  
Services Proposal**

55  
56  
57  
58  
59 The Board discussed the Consideration of Rizzetta Amenity Services Proposal.

60  
61 Ms. Christina Cunningham stated that she felt like it was time to get additional  
62 pricing from other companies for amenity services.

63  
64 Mr. Allison mentioned that he is satisfied with RASI and does not wish to change  
65 vendors. He does however agree that the management fees are higher than he would  
66 like to see.

67  
68 Mr. James Nearey stated that he felt that Mr. Mark Bufano was overworked and  
69 that he needs additional staffing support. He feels that adding an additional staff  
70 member could wait until the next fiscal year when larger projects would begin again. He  
71 also stated that he is satisfied with RASI and does not wish to change vendors but  
72 agrees that fees are a little high.

73  
74 Mr. Richard Loar stated that he did not think the District could wait until the next  
75 fiscal year before implementing additional staff members due to the projects that will  
76 begin in early summer. He also agreed that he was fine with staying with RASI and that  
77 the fees were a little high for only two additional people. He feels that by adding one full  
78 time employee as a succession plan for Mr. Bufano would be the ideal choice.

79  
80 Mr. Bufano clarified that the proposed part time staff member was not additional,  
81 but rather a replacement for the current part time staff employee.

82  
83 Ms. Cunningham agreed that Mr. Bufano needs one fulltime assistant manager  
84 as part of a succession plan.

85  
86 Mr. Neary agreed that one full time assistant manager should be hired early  
87 summer and a part time person could be hired on an as needed basis. Mr. Loar agreed  
88 that part time help should be added on an as needed basis instead of keeping on staff.  
89 Ms. Cunningham stated that she felt each Supervisor should have an individual  
90 opportunity to interview candidates prior to hiring.

On a motion from Mr. Neary, seconded by Mr. Boutin, the Board agreed to move forward with the process of hiring an assistant manager for Mr. Bufano with an anticipated start date of June or July, and with the expectation that Mr. Loar would renegotiate RASI management fees for The Groves Community Development District.



**FIFTH ORDER OF BUSINESS**

**Discussion of Project Planning**

The Board discussed Project Planning. Ms. Brandon asked if the Board would like to continue to leave this item for discussion on all future agendas. The Board agreed that this topic should remain on all future agendas.

The expectation will be for Ms. Brandon to provide and discuss her project management worksheet and provide the Board with updates on all projects.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

The Board received the District Counsel Report from Ms. Dana Collier.

Ms. Collier was introduced by Mr. Boutin as the new District Counsel Attorney for The Groves CDD. Ms. Collier discussed the E-Verify Memorandum and explained the purpose of the document.

On motion from Mr. Loar, seconded by Mr. Neary, the Board approved the Chairman signing the E-Verify Memorandum for The Groves Community Development District.

**B. District Engineer**

The Board received the District Engineer report from Mr. Stephen Brletic.

Mr. Brletic provided an update of the culvert repair and pipe improvement project. He explained that all he needed to do to begin the pipe improvement project was to obtain a permit. Once this is completed, he can begin the RFP process. He also discussed the inspection report from SFWMD and asked the Board if they would prefer JMT to perform an assessment of the ponds.

Mr. Brletic provided the Board with a proposal to complete the pond assessments and file the necessary paperwork with SFWMD.

On a motion from Mr. Allison, seconded by Mr. Boutin, the Board authorized JMT to submit the permit and send out the RFP for construction of the pipe for The Groves Community Development District.

On a motion from Mr. Loar, seconded by Ms. Cunningham, the Board approved the Pond Assessment Proposal from JMT with a not-to-exceed amount of \$7,500.00 and with an expectation that JMT will file with SFWMD for The Groves Community Development District.

128 **C. Aquatic Report**

129 The Board received the Aquatics Report for February 2021.

131 **D. Clubhouse Manager**

132 The Board received the Clubhouse Manager report from Mr. Bufano.

133  
134 Mr. Bufano mentioned that the restaurant had a second health inspection and  
135 passed with no issues.

136  
137 Mr. Boutin asked Mr. Bufano to look at the flagpole to make sure it was not  
138 leaning.

139  
140 The Board reviewed the Roofing Proposals for the Golf Cart and Maintenance  
141 sheds. The Board agreed to go with Watertight Roofing proposal in the  
142 amount of \$18,237.00.

On a motion from Mr. Allison, seconded by Mr. Loar, the Board approved the Watertight Roofing Proposal for \$18,237.00 for The Groves Community Development District.

143 **E. District Manager**

144 The Board received the District Manager report from Ms. Brandon.

145  
146 Ms. Brandon reminded the Board of their next regular scheduled meeting on April  
147 6th, 2021 at 10:00 a.m.

148  
149 Ms. Brandon also provided the Board with an update on their financials.

150  
151 Ms. Brandon discussed the RLS Pool increase and asked if the Board approved  
152 an increase of \$50.00 a month.

153  
154 The Board did not agree and voted to only pay the original agreed amount of  
155 \$750.00 month.

156  
157 Ms. Brandon discussed the 90-day Rizzetta improvement plan. Ms. Cunningham  
158 asked that Rizzetta provide a report of progress on their improvements based on  
159 measurements on a monthly basis for the next 90 days. Ms. Brandon noted that  
160 she had not yet received the requested documents back from various  
161 departments within Rizzetta. Ms. Brandon will continue to work with Rizzetta and  
162 Ms. Cunningham until items reach a satisfactory level determined by the Board.

163  
164 Ms. Brandon provided the Board with an update on Egis Insurance claim for  
165 damage to a fence caused by an automobile accident.

On a motion from Mr. Nearey, seconded by Mr. Loar, the Board approved to pay the original amount only, of \$750.00, monthly to RLS Pools for The Groves Community Development District.

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**SEVENTH ORDER OF BUSINESS**

**Consideration of Minutes of the Board of Supervisors' Meeting held on February 2, 2021**

The Board was presented with the Minutes of the Board of Supervisors meeting held on February 2, 2021.

On a motion from Mr. Loar, seconded by Ms. Cunningham, the Board approved the Minutes of the Board of Supervisors Meeting that was held on February 2nd, 2021 for The Groves Community Development District.

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**EIGHTH ORDER OF BUSINESS**

**Consideration of Operations and Maintenance Expenditures for January 2021**

The Board was presented with the Operation and Maintenance Expenditures for January 2021 for \$121,326.04.

21. On a motion from Mr. Loar, seconded by Mr. Nearey, the Board approved to ratify the Operation and Maintenance Expenditures for January 2021 in the amount of \$121,326.04 for The Groves Community Development District.

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**NINTH ORDER OF BUSINESS**

**Supervisor Requests**

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During Supervisors request, Mr. Loar discussed beginning the process for securing a Holiday Lighting Vendor now with the help of a resident Christmas Lighting committee, getting new audio system for the ballroom, suggesting that residents provide their email to the leadership team for up-to-date community information, and adding additional costs of amenity staff to the budget.

Ms. Cunningham asked for clarity to be provided to the clubs starting up again regarding Covid-19 restrictions. She recommended adding the information to the newsletter.

Mr. Bufano mentioned that the rules have not changed regarding Covid-19 restrictions.

Mr. Boutin asked Mr. Bufano to investigate the difference between leasing a printer vs. purchasing.

Mr. Boutin discussed an organization that is working with the county to identify and recognize those who served in the military between the years of 1955-1975 to award them with a pin.

Mr. Boutin discussed working on a round three of vaccinations for those in the community who have not received their vaccination yet.

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**TENTH ORDER OF BUSINESS                      Adjournment**

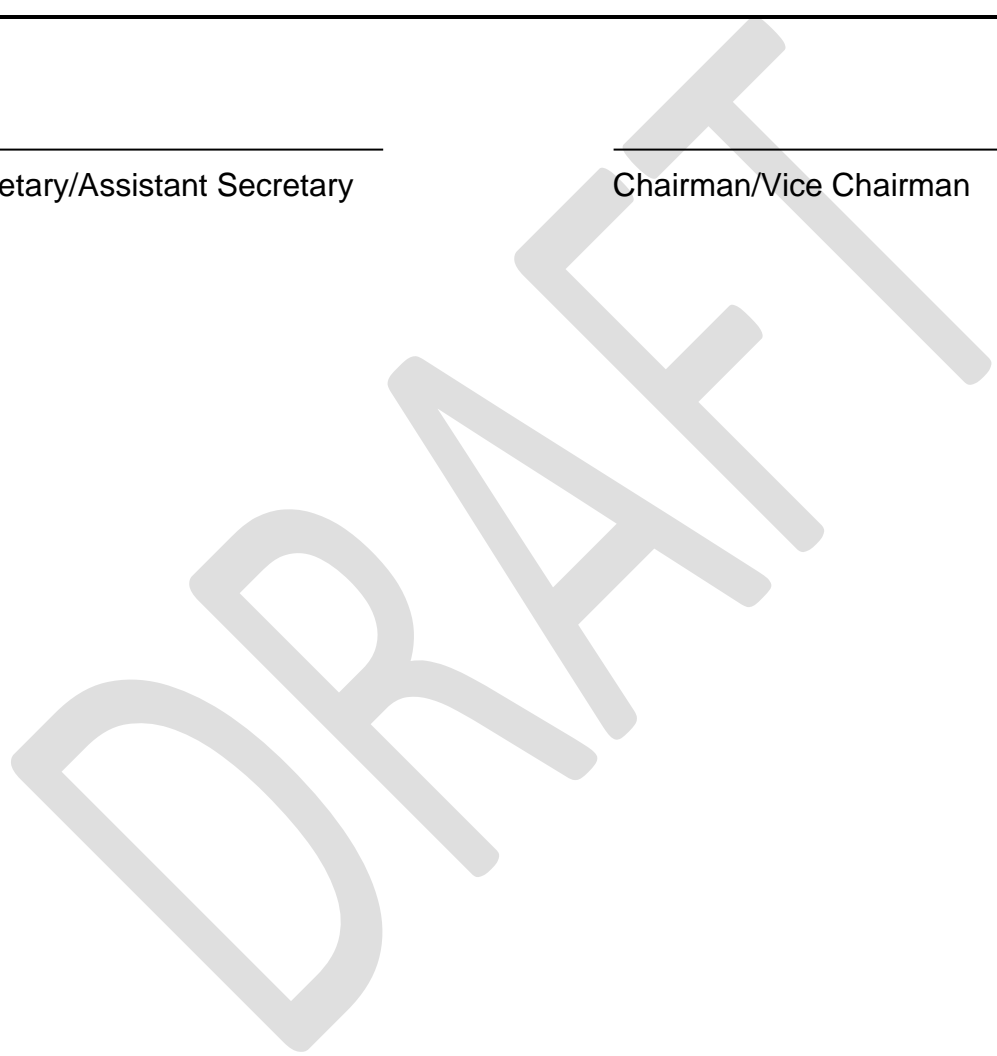
Mr. Boutin requested a motion to adjourn the meeting of the Board of Supervisors' for The Groves Community Development District.

On a motion from Mr. Neary, seconded by Mr. Allison, the Board agreed to adjourn the meeting at 11:58 a.m. for The Groves Community Development District.

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\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman



# Tab 14

# THE GROVES COMMUNITY DEVELOPMENT DISTRICT

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

## Operation and Maintenance Expenditures February 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2021 through February 28, 2021. This does not include expenditures previously approved by the Board.

The total items being presented:    **\$599,663.91**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# The Groves Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ardaman & Associates, Inc.	007422	TP24985	Micro-Surfacing Inspections 01/21	\$ 1,756.00
Asphalt Paving Systems, Inc.	007447	203028-1	Road Micsurfacing Project 12/20	\$ 448,654.05
Brighthouse Networks	007423	0034594836-01 02/21	7924 Melogold Circle-Ballroom 01/21	\$ 6.60
Brighthouse Networks	007464	0034594836-01 0221	7924 Melogold Circle-Ballroom 02/21	\$ 6.60
Brighthouse Networks	007423	0050880993-01 02/21	Internet for Master Business Accts 01/21	\$ 295.32
Brighthouse Networks	007448	046594101021021	7924 Melogold Circle-Golf & Club 02/21	\$ 616.57
Brighthouse Networks	007423	051389101012321	7924 Melogold Cir Back Gate 01/21	\$ 123.17
Brighthouse Networks	007433	091844201012421	7924 Melogold Cir 02/21	\$ 111.58
Central Termite & Pest Control Inc.	007424	011321	Semi Annual Service Renewal 01/21	\$ 200.00
Central Termite & Pest Control Inc.	007436	69275	Pest Control Monthly 11/20	\$ 50.00

# The Groves Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Central Termite & Pest Control Inc.	007436	69768	Pest Control Monthly 12/20	\$ 50.00
Central Termite & Pest Control Inc.	007436	76689	Pest Control Monthly 01/21	\$ 50.00
Central Termite & Pest Control Inc.	007459	77027	Pest Control Monthly 02/21	\$ 50.00
Christina Cunningham	007438	CC020221	Board Of Supervisors Meeting 02/02/21	\$ 200.00
Clean Sweep Supply Co., Inc.	007425	00211900	Janitorial Supplies 01/21	\$ 51.50
Clean Sweep Supply Co., Inc.	007437	00212012	Janitorial Supplies 01/21	\$ 279.40
Commercial Fire & Communications, Inc.	007449	8652977	Sprinkler Repair 02/21	\$ 60.00
Commercial Fire & Communications, Inc.	007449	8672843	Annual Fire Alarm/Sprinkler 02/21	\$ 682.42
Dynamic Security, Inc.	007426	2000005610	Security Services 01/09/2021-01/15/2021	\$ 1,425.48
Dynamic Security, Inc.	007426	2000005622	Security Services 01/16/2021-01/22/2021	\$ 1,425.48



# The Groves Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Dynamic Security, Inc.	007439	2000005640	Security Services 01/23/21-01/29/21	\$ 1,425.48
Dynamic Security, Inc.	007450	2000005729	Security Services 01/30/21-02/05/21	\$ 1,425.48
Dynamic Security, Inc.	007460	2000005744	Security Services 02/06/21-02/12/21	\$ 1,425.48
Florida Department of Revenue	007451	61-8017755714 01/21	Sales & Use Tax 01/21	\$ 180.69
James P Nearey	007441	JN020221	Board Of Supervisors Meeting 02/02/21	\$ 200.00
Jimmy Allison	007434	JA020221	Board Of Supervisors Meeting 02/02/21	\$ 200.00
Mood Media	007461	55956931	Clubhouse Music Monthly Service 02/21	\$ 153.28
Mr Electric of Land O Lakes	007452	7084173	Electrical Services 02/21	\$ 1,724.04
Pasco County	007427	14475625	7924 Melogold Circlw Hydrant 01/21	\$ 25.48
Pasco County	007453	14524480	7320 Land O Lakes Blvd 01/21	\$ 308.46

# The Groves Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pasco County	007453	14524481	0 Festive Groves Blvd 01/21	\$ 37.69
Pasco County	007458	14524628	7924 Melogold Cir 01/21	\$ 755.56
Pasco County	007442	14524629	7924 Melogold Circle Hydrant 01/21	\$ 1,981.70
Pasco Sheriff's Office	007443	I-2/1/2021-05552	Law Enforcement Services 02/21	\$ 192.00
Richard Loar	007440	RL020221	Board Of Supervisors Meeting 02/02/21	\$ 200.00
Rizzetta & Company, Inc.	007428	INV0000056052	District Management Fees 02/21	\$ 6,449.17
Rizzetta Amenity Services, Inc.	007429	INV00000000008328	Bi-Weekly Payroll-Insurance Reim 12/20	\$ 9,670.24
Rizzetta Amenity Services, Inc.	007429	INV00000000008440	Bi-Weekly Payroll-Insurance Reim 01/21	\$ 5,722.04
Rizzetta Amenity Services, Inc.	007454	INV00000000008468	Bi-Weekly Payroll-Insurance Reim 02/21	\$ 7,756.45
Rizzetta Amenity Services, Inc.	007454	INV0000000008521	Out of Pocket Expenses 01/21	\$ 100.00

# The Groves Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Technology Services, LLC	007430	INV0000006843	Email & Website Hosting Services 02/21	\$ 175.00
Solitude Lake Management LLC	007462	PI-A00534548	Lake & Pond Management Services 01/21	\$ 1,486.00
Solitude Lake Management LLC	007462	PI-A00547807	Lake & Pond Management Services 02/21	\$ 1,486.00
Steve Gaskins Contracting, Inc.	007444	0000055	Off Duty Deputy & Scheduler Fee 12/20	\$ 524.00
Steve Gaskins Contracting, Inc.	007444	0000103	Off Duty Deputy & Scheduler Fee 01/21	\$ 524.00
Straley Robin Vericker	007431	19306	Legal Services 01/21	\$ 2,767.50
The Groves CDD	CD389	CD389	Debit Card Replenishment	\$ 3,927.02
The Groves CDD	CD388	CD388	Debit Card Replenishment	\$ 3,324.98
Tibbetts Lumber Co., LLC	007432	4352242	Lumber 12/20	\$ 1,029.70
Waste Management Inc. of Florida	007446	0615812-1568-0	Waste Disposal Services 02/21	\$ 203.00

# The Groves Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Watertight Roofing Services LLC	007455	2879	Re-roof/Roof Installation 01/21	\$ 70,691.00
Wilbur H. Boutin Jr	007435	BB020221	Board Of Supervisors Meeting 02/02/21	\$ 200.00
Wilkes Air Conditioning LLC	007456	1020	A/C Maintenance 02/21	\$ 112.50
Withlacoochee River Electric Cooperative, Inc	007457	Summary Elec 01/21	Summary Electric 01/21	\$ 5,387.63
Yellowstone Landscape	007463	TM 189112	Monthly Landscape Maintenance 02/21	<u>\$ 11,798.17</u>
<b>Report Total</b>				<b><u>\$ 599,663.91</u></b>