## THE GROVES COMMUNITY DEVELOPMENT DISTRICT

OCTOBER 7, 2025
AGENDA PACKAGE



#### The Groves Community Development District

#### **Board of Supervisors**

District Staff

Jimmy Allison, Chairman Richard Loar, Vice Chairman Sandy Cross, Assistant Secretary Joel Watkins, Assistant Secretary Jim Lewis, Assistant Secretary Wendi McAnn, District Manager Kilinski / Van Wyk, District Counsel Stephen Brletic, District Engineer Jayna Cooper, District Manager Clint Robinson, Assistant District Manager/Assistant Clubhouse Manager

#### **Meeting Agenda**

Tuesday, October 7, 2025 at 10:00 a.m.

Join the meeting now
Meeting ID: 237 585 817 201 8
Passcode: bu3GU7Uo

| 1. | Call to Order/Roll Call  |         |
|----|--|---------|
| 2. | Pledge of Allegiance   |         |
| 3. | Audience Comments  |         |
| 4. | Business Items   |         |
|    | A. Review of LLS Arbitrage Rebate Report 2025                                | Page 3  |
|    | B. Consideration of Resolution 2026-01 Re-designation of District Agent      | Page 12 |
|    | C. Consideration of Second Addendum to Concession Agreement with Gourmet     |         |
|    | Everyday   | Page 13 |
|    | D. Consideration of Report and Recommendation for Reclaimed Water Irrigation | Page 15 |
|    | E. Ratification of Tampa Holiday Lighting Agreement                          | Page 30 |
|    | F. Consideration of moving November 5 <sup>th</sup> meeting to November 4th  |         |
| 5. | Staff Reports  |         |
|    | A. District Counsel  |         |
|    | B. District Engineer   |         |
|    | C. Aquatics Report   | Page 46 |
|    | i. Pond 3A Post Treatment Report   | Page 60 |
|    | D. Clubhouse Manager   |         |
|    | i. Clubhouse Manager Report  | Page 65 |
|    | E. District Manager  |         |
| 6. | Business Administration  |         |
|    | A. Consideration of September 2, 2025, Meeting Minutes                       | Page 68 |
|    | B. Consideration of September 23, 2025, Meeting Minutes                      | Page 74 |
| 7. | Supervisors' Requests  |         |
| 8. | Adjournment  |         |

Next regularly scheduled meeting is Wednesday, November 5, 2025, at 10:00 a.m.



LLS Tax Solutions Inc. 1645 Sun City Center Plz., #5027 Sun City Center, FL 33571 Telephone: 850-754-0311 Email: liscott@llstax.com

September 18, 2025

Ms. Jayna Cooper The Groves Community Development District c/o Inframark Infrastructure Management Services 5645 Coral Ridge Dr. #407 Coral Springs, Florida 33076

# \$2,105,000 The Groves Community Development District (Pasco County, Florida) Special Assessment Revenue Refunding Bonds, Series 2007 (Bank Qualified) ("Bonds")

Dear Ms. Cooper:

Attached you will find our arbitrage rebate report for the above-referenced Bonds for the annual period ended August 31, 2025 ("Computation Period"). This report indicates that there is no cumulative rebate requirement liability as of August 31, 2025.

All proceeds of the Bonds are spent with the exception of the Reserve Fund, which holds a surety insurance policy. However, the Bonds are still outstanding as of August 31, 2025, and thus remain subject to arbitrage compliance.

The next annual arbitrage rebate calculation date is August 31, 2026. If you have any questions or comments, please do not hesitate to contact me at (850) 754-0311 or by email at liscott@llstax.com.

Sincerely,

Linda L. Scott Linda L. Scott, CPA

cc: Ms. Leanne Duffy, US Bank

# The Groves Community Development District

\$2,105,000 The Groves Community Development District (Pasco County, Florida) Special Assessment Revenue Refunding Bonds, Series 2007 (Bank Qualified)

For the period ended August 31, 2025



LLS Tax Solutions Inc. 1645 Sun City Center Plz., #5027 Sun City Center, FL 33571 Telephone: 850-754-0311 Email: liscott@llstax.com

September 18, 2025

The Groves Community Development District c/o Inframark Infrastructure Management Services 5645 Coral Ridge Dr. #407 Coral Springs, Florida 33076

Re: \$2,105,000 The Groves Community Development District (Pasco County, Florida) Special Assessment Revenue Refunding Bonds, Series 2007 (Bank Qualified) ("Bonds")

The Groves Community Development District ("Client") has requested that we prepare certain computations related to the above-described Bonds for the period ended August 31, 2025 ("Computation Period"). The scope of our engagement consisted of the preparation of computations to determine the Rebate Requirement for the Bonds for the Computation Period as described in Section 148(f) of the Internal Revenue Code of 1986, as amended ("Code"), and this report is not to be used for any other purpose.

In order to prepare these computations, we were provided by the Client with and have relied upon certain closing documents for the Bonds and investment earnings information on the proceeds of the Bonds during the Computation Period. The attached schedule is based upon the aforementioned information provided to us. The assumptions and computational methods we used in the preparation of the schedule are described in the Summary of Notes, Assumptions, Definitions and Source Information. A brief description of the schedule is also attached.

The results of our computations indicate a negative Cumulative Rebate Requirement of \$(75,223.76) at August 31, 2025. As such, no amount must be on deposit in the Rebate Fund.

As specified in the Federal Tax Certificate, the calculations have been performed based upon a Bond Yield of 5.62191%. Accordingly, we have not recomputed the Bond Yield.

The scope of our engagement was limited to the preparation of a mathematically accurate Rebate Requirement for the Bonds for the Computation Period based on the information provided to us. The Rebate Requirement has been determined as described in the Code, and regulations promulgated thereunder ("Regulations"), as applicable to the Bonds and in effect on the date of this report. We have no obligation to update this report because of events occurring, or information coming to our attention, subsequent to the date of this report.

LLS Tax Solutions Inc.

The Groves Community Development District September 18, 2025 \$2,105,000 Special Assessment Revenue Refunding Bonds, Series 2007 (Bank Qualified) For the period ended August 31, 2025

#### NOTES AND ASSUMPTIONS

- 1. The issue date of the Bonds is September 20, 2007.
- 2. The end of the first Bond Year for the Bonds is August 31, 2008.
- 3. Computations of yield are based upon a 31-day month, a 360-day year and semiannual compounding.
- 4. We have assumed that the only funds and accounts relating to the Bonds that are subject to rebate under section 148(f) of the Code are shown in the attached schedule.
- 5. For investment cash flow purposes, all payments and receipts are assumed to be paid or received, respectively, as shown in the attached schedule. In determining the Rebate Requirement for the Bonds, we have relied on information provided by you without independent verification, and we can therefore express no opinion as to the completeness or suitability of such information for such purposes. In addition, we have undertaken no responsibility to review the tax-exempt status of interest on the Bonds.
- 6. We have assumed that the purchase and sale prices of all investments as represented to us are at fair market value, exclusive of brokerage commissions, administrative expenses, or similar expenses, and representative of arms' length transactions that did not artificially reduce the Rebate Requirement for the Bonds, and that no "prohibited payments" occurred and no "imputed receipts" are required with respect to the Bonds.
- 7. Ninety percent (90%) of the Rebate Requirement as of the next "computation date" ("Next Computation Date") is due to the United States Treasury not later than 60 days thereafter ("Next Payment Date"). (An issuer may select any date as a computation date, as long as the first computation date is not later than five years after the issue date, and each subsequent computation date is no more than five years after the previous computation date.) No other payment of rebate is required prior to the Next Payment Date. The Rebate Requirement as of the Next Computation Date will not be the Rebate Requirement reflected herein, but will be based on future computations that will include the period ending on the Next Computation Date. If all of the Bonds are retired prior to what would have been the Next Computation Date, one hundred percent (100%) of the unpaid Rebate Requirement computed as of the date of retirement will be due to the United States Treasury not later than 60 days thereafter.
- 8. For purposes of determining what constitutes an "issue" under section 148 of the Code, we have assumed that (a) the Bonds constitute a single issue, and (b) no other bonds are required to be aggregated with the Bonds.

The Groves Community Development District September 18, 2025 \$2,105,000 Special Assessment Revenue Refunding Bonds, Series 2007 (Bank Qualified) For the period ended August 31, 2025

#### NOTES AND ASSUMPTIONS (cont'd)

- 9. The accrual basis of accounting has been used to calculate earnings on investments. Earnings accrued but not received at the last day of the Computation Period are treated as though received on that day. For investments purchased at a premium or a discount (if any), amortization or accretion is included in the earnings accrued at the last day of the Computation Period. Such amortization or accretion is computed in such a manner as to result in a constant rate of return for such investment. This is equivalent to the "present value" method of valuation that is described in the Regulations.
- 10. No provision has been made in this report for any debt service fund. Under section 148(f)(4)(A) of the Code, a "bona fide debt service fund" for public purpose bonds issued after November 10, 1988 is not subject to rebate if the average maturity of the issue of bonds is at least five years and the rates of interest on the bonds are fixed at the issue date. It appears and has been assumed that the debt service fund allocable to the Bonds qualifies as a bona fide debt service fund, and that this provision applies to the Bonds.
- In order to prepare the Arbitrage Calculation we have relied on a prior arbitrage report by Deloitte Tax LLP with respect to the Rebate Requirement Liability as of August 31, 2011.
- 12. All proceeds of the Bonds are spent with the exception of the Reserve Fund, which holds a surety insurance policy. However, the Bonds are still outstanding as of August 31, 2025, and thus remain subject to arbitrage compliance.

The Groves Community Development District September 18, 2025 \$2,105,000 Special Assessment Revenue Refunding Bonds, Series 2007 (Bank Qualified) For the period ended August 31, 2025

#### **DEFINITIONS**

- 1. *Bond Year*: Each one-year period that ends on the day selected by the Client. The first and last Bond Years may be shorter periods.
- 2. Bond Yield: The yield that, when used in computing the present value (at the issue date of the Bonds) of all scheduled payments of principal and interest to be paid over the life of the Bonds, produces an amount equal to the Issue Price.
- 3. *Allowable Earnings*: The amount that would have been earned if all nonpurpose investments were invested at a rate equal to the Bond Yield, which amount is determined under a future value method described in the Regulations.
- 4. *Computation Date Credit*: A credit allowed by the Regulations as a reduction to the Rebate Requirement on certain prescribed dates.
- 5. *Rebate Requirement*: The excess of actual earnings over Allowable Earnings and Computation Date Credits.
- 6. *Issue Price*: Generally, the initial offering price at which a substantial portion of the Bonds is sold to the public. For this purpose, 10% is a substantial portion.

The Groves Community Development District September 18, 2025 \$2,105,000 Special Assessment Revenue Refunding Bonds, Series 2007 (Bank Qualified) For the period ended August 31, 2025

#### **SOURCE INFORMATION**

<u>Bonds</u> <u>Source</u>

Closing Date Federal Tax Certificate

Bond Yield Federal Tax Certificate

<u>Investments</u> <u>Source</u>

Principal and Interest Receipt Amounts

Trust Statements

and Dates

Investment Dates and Purchase Prices

Trust Statements

The Groves Community Development District September 18, 2025 \$2,105,000 Special Assessment Revenue Refunding Bonds, Series 2007 (Bank Qualified) For the period ended August 31, 2025

#### **DESCRIPTION OF SCHEDULE**

#### SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

Schedule 1 sets forth the amount of interest receipts and gains/losses on sales of investments and the calculation of the Rebate Requirement.

\$2,105,000 THE GROVES COMMUNITY DEVELOPMENT DISTRICT (PASCO COUNTY, FLORIDA) SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2007 (BANK QUALIFIED)

#### SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

9 / 20 / 2007 ISSUE DATE 9 / 1 / 2022 BEGINNING OF COMPUTATION PERIOD 8 / 31 / 2025 COMPUTATION DATE

| DATE 9 / 1 / 2022 8 / 31 / 2025 | FUND/ACCOUNT BEGINNING BALANCE RESERVE FUND  | INVESTMENT VALUE AT COMPUTATION DATE  1.00 | EARNINGS ON INVESTMENTS 0.00 0.00 0.00                          | OTHER DEPOSITS (WITHDRAWALS)  1.00 0.00 1.00 | FUTURE VALUE<br>AT BOND YIELD<br>5.62191%<br>1.18<br>0.00<br>1.18 | ALLOWABLE EARNINGS 0.18 0.00 0.18 |
|---------------------------------|--|--|---|--|---|-----------------------------------|
|                                 | ACTUAL EARNINGS<br>ALLOWABLE EARNINGS  |  | 0.00<br>0.18  |  |   |                                   |
|                                 | REBATE REQUIREMENT FUTURE VALUE OF 8/31/2022 CUMULATIV FUTURE VALUE OF 8/31/2023 COMPUTAT FUTURE VALUE OF 8/31/2024 COMPUTAT COMPUTATION DATE CREDIT | ION DATE CREDIT                            | (0.18)<br>(68,725.72)<br>(2,189.85)<br>(2,188.01)<br>(2,120.00) |  |   |                                   |
|                                 | CUMULATIVE REBATE REQUIREMENT  |  | (75,223.76)   |  |   |                                   |

#### **RESOLUTION 2026-01**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GROVES COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** The Groves Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Pasco County, Florida; and

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

**SECTION 1.** <u>Lauren Gentry of Kilinski | Van Wyk, PLLC</u> is hereby designated as the Registered Agent for The Groves Community Development District.

**SECTION 2.** The District's Registered Office shall be located at <u>517 E. College Avenue</u>, Tallahassee, FL 32301.

**SECTION 3.** In accordance with Section 189.014, *Florida Statutes*, the District's Secretary is hereby directed to file certified copies of this Resolution with Pasco County and the Florida Department of Commerce.

**SECTION 4.** This Resolution shall become effective October, 2025.

#### PASSED AND ADOPTED THIS 7TH DAY OF OCTOBER 2025.

| ATTEST:                       | THE GROVES COMMUNITY DEVELOPMENT DISTRICT           |
|-------------------------------|---|
|                               |   |
| Secretary/Assistant Secretary | Chairperson / Vice Chairperson Board of Supervisors |

#### SECOND ADDENDUM TO FOOD AND BEVERAGE CONCESSION AGREEMENT

This Second Addendum to the Food and Beverage Concession Agreement, dated December 15, 2023, as amended (the "Agreement"), is made and entered into by and between **The Groves Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Pasco County, Florida (the "**District**"), and **A Little Gourmet Everyday, LLC**, a Florida limited liability company (the "**Operator**").

#### **RECITALS**

**WHEREAS**, the District and the Operator previously entered into the Agreement, which may be amended by an instrument signed in writing by both parties; and

**WHEREAS**, the District and the Operator desire to provide for a first right of refusal for all catered rental events in the Concession Area and the meeting hall; and

**WHEREAS**, the District and the Operator also desire to acknowledge the renewal of the Agreement for an additional one-year term beginning January 1, 2026.

**NOW, THEREFORE,** based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Operator agree as follows:

1. **Definitions.** All terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

#### 2. First Right of Refusal.

A. Effective January 1, 2026, Section 3.b.i. of the Concession Agreement is hereby deleted and replaced with the following:

Food service and consumption in the Nonexclusive Areas shall generally be nonexclusive to the Operator; provided, however, that the Operator shall be offered the right of first refusal on all catered rental events in the Concession Area, ballroom/meeting hall, card room, and craft room. Complimentary donations for events held on site and specialty goods such as specialty cakes, etc., are not subject to this provision.

- B. The first right of refusal described herein shall apply to all new rental reservations or special events scheduled on or after January 1, 2026.
- C. The first right of refusal described herein is subject to periodic review by the District, and may be revoked or modified by the District in its sole discretion upon thirty (30) days' written notice to the Operator.

- 3. **Acknowledgment of Renewal.** The parties acknowledge that the Agreement shall renew for an additional one (1)-year term effective January 1, 2026, on the same terms as the original Agreement except as specifically provided herein.
- 4. **Affirmation of Agreement.** Except as hereby modified, the terms and conditions of the Agreement are hereby ratified and confirmed.

| A Little Gourmet Everyday, LLC | The Groves<br>Community Development District |
|--------------------------------|--|
| By: Jennifer Daskevich, CEO    | By:  |
| Date:                          | Date:  |

#### REPORT AND RECOMMENDATION FOR RECLAIMED WATER IRRIGATION

For far too long the CDD Board OF Supervisors has been led to believe that the Reclaimed Water Irrigation reports produced by the Toro/Lynx computer that shows the gallons pumped for the Golf Course, the 285 Club Homes and the CDD common Area are not accurate. We now have information that proves that the data produced by the Toro/Lynx computer is accurate.

The failure to utilize the Toro/Lynx data instead of the 1/3, 1/3,1/3 split distribution of costs has resulted in gross overpayment of irrigation costs by the CDD which have been passed on to all residents. The following sheet, EXHIBIT 1, provides a summary of the actual gallons used by each entity, the cost of the water, the amount of overpayment by residents, and the lack of adequate irrigation water for the CDD common areas.

EXHIBITS 2 and 3 provide proof of the accuracy of the Toro/Lynz computer in displaying the gallons pumped for the Golf course, the 285 Club Homes and the CDD common areas. All information utilized in this material was obtained from actual invoices, budget documents and computer printouts and is accurate. If anyone takes issue with this data, they should provide data to prove their point.

EXHIBIT 2 compares the gallons pumped, as measured by the Pasco County meter, to the gallons pumped, as measured by the Toro/Lynx computer, for the current year from 12/16/2024 to 08/16/2025. This shows that the Toro/Lynx computer is accurate within ½ of 1 percent.

Exhibit 3 is Toro/Lynx information that comes from publicly available information about the Toro products. It provides two methods for determining the volume pumped. As stated, Method 1 is the easiest method, which reports the volume of water pumped without regard to the type of sprinkler head.

Exhibit 4 provides information relating to the revenue that is being generated by the golf operation and reinforces the necessity for the CDD Board of Supervisors to correct this situation by ending the CDD subsidy for the golf operation.

#### **EXHIBIT 1**

#### WATER USE AND DISTRIBUTION BY YEAR

|      | GALLONS    | GOLF C     | OURSE      | Н          | OA         | (         | CDD        |
|------|------------|------------|------------|------------|------------|-----------|------------|
| YEAR | PUMPED     | GALLONS    | % OF TOTAL | GALLONS    | % OF TOTAL | GALLONS   | % OF TOTAL |
| 2022 | 87,547,180 | 41,133,376 | 47.00%     | 39,399,224 | 45.00%     | 7,014,580 | 8.00%      |
| 2023 | 76,092,110 | 53,790,184 | 70.70%     | 19,832,148 | 26.10%     | 2,469,778 | 3.20%      |
| 2024 | 59,930,661 | 34,293,860 | 57.20%     | 22,422,426 | 37.40%     | 3,214,375 | 5.40%      |
| 2025 | 36,639,692 | 25,816,420 | 70.46%     | 8,942,920  | 24.41%     | 1,880,351 | 5.13%      |

### IF WATER COSTS WERE DISTRIBUTED FAIRLY, HOW MUCH SHOULD EACH OF THEM PAY?

|      |             | GOLF C | OURSE       | H      | OA          | C     | DD         |
|------|-------------|--------|-------------|--------|-------------|-------|------------|
|      | PASCO       | %      | SHOULD      | %      | SHOULD      | %     | SHOULD     |
| YEAR | WATER BILL  | USED   | PAY         | USED   | PAY         | USED  | PAY        |
| 2022 | \$27,444.55 | 46.98% | \$12,893.45 | 45.00% | \$12,350.05 | 8.01% | \$2,198.31 |
| 2023 | \$28,519.75 | 70.70% | \$20,163.46 | 26.10% | \$7,443.65  | 3.20% | \$912.63   |
| 2024 | \$21,773.50 | 57.20% | \$12,454.44 | 37.40% | \$8,143.29  | 5.40% | \$1,175.77 |
| 2025 | \$12,830.65 | 70.46% | \$9,040.48  | 24.41% | \$3,131.96  | 5.13% | \$658.21   |

#### **HOW MUCH DID THEY ACTUALLY PAY**

|      | TOTAL       |            |             | TOTAL HOA   |
|------|-------------|------------|-------------|-------------|
| YEAR | PUMPED      | CDD        | HOA         | AND CDD     |
| 2022 | \$27,444.55 | \$9,148.18 | \$17,600.00 | \$26,748.18 |
| 2023 | \$28,519.75 | \$9,506.58 | \$11,447.00 | \$20,953.58 |
| 2024 | \$21,773.50 | \$7,257.83 | \$15,128.00 | \$22,385.83 |
| 2025 | \$12,830.65 | \$4,276.88 | \$9,916.67  | \$14,193.55 |

The amounts shown above were taken from HOA and CDD adopted budgets, meaning that residents actually paid these amounts through their HOA and CDD assessments. In all cases, the HOA assessed the 285 Club homes more than the 1/3 of the total cost of reclaimed water. In each of these years, the golf course, the largest user of the reclaimed water, paid litle, if any, for the reclaimed water they used.

In Florida, it is generally recommended that St. Augustine grass receive 1 inch of water per week. The following table shows the average number of inches of water that has been applied to the golf course, the club homes and the CDD common areas. The amounts shown for the golf course include the "rough" which represents roughly i/2 of the total golf course acreage. Most of the rough is probably not watered, meaning the actual golf course is receiving more inches than is actually shown.

|      | GOLF COURSE |        | HOA        |        | CDD       |        |
|------|-------------|--------|------------|--------|-----------|--------|
| YEAR | GALLONS     | INCHES | GALLONS    | INCHES | GALLONS   | INCHES |
|      | 41,153,376  | 0.68   | 39,399,224 | 2,11   | 7,014,580 | 0.17   |
|      | 53,790,184  | 0.89   | 19,832,148 | 1.06   | 2,469,778 | 0.06   |
|      | 34,293,860  | 0.56   | 22,422,426 | 1.20   | 3,214,375 | 0.08   |

To sumerize, based on the above tables, we are overcharged and under watered. Our residents are paying a high price for a service they are not receiving, but instead are subsidizing a separate private entity.

#### **EXHIBIT 2**

#### 2025 Reclaimed Water Irrigation Analysis

Pasco County meter reading 08/16/2025:

775514

Pasco County meter reading 12/16/2024:

739055

Gallons used:

36,459,000

Toro Computer water use 12/16/2024 to 08/16/2025:

36,639,692

Difference between the two:

180,692

180,692/36,459,000 = .005

The Toro computer is accurate within ½ of 1%

**Golf Course** 

25,816,420 gallons = 70.46% of total

HOA

8,942,920 gallons = 24.41% of total

CDD

1,880,351 Gallons = 5.13% of total

Water Use by Course

Generated At: 9/15/2025 4:49 PM

Start Date: 12/16/2024 10:21 AM End Date 08/16/2025

Span: 243 Day(s) 0 Hour(s) 0 Minute(s)

Туре

Name

Volume (gals)

Budget (%)

Course

The Groves Golf and Country Club 25,816,420.00

Course

HOA

8,942,921.00

Course

COMMON

1,880,351.00

36,639,692.00 (gals) Total Volume

0 (%) Total Volume

1/1



PASCO COUNTY UTILITIES **CUSTOMER INFORMATION & SERVICES** P.O. BOX 2139 NEW PORT RICHEY, FL 34656-2139

LAND O' LAKES **NEW PORT RICHEY** DADE CITY

(813) 235-6012 (727) 847-8131 (352) 521-4285



UtilCustServ@MyPasco.net Pay By Phone: 1-855-786-5344

22-70180

THE GROVES CDD

Service Address: 7924 MELOGOLD CIRCLE

Bill Number:

21640256

Billing Date:

1/6/2025

Billing Period:

11/14/2024 to 12/16/2024

New Water, Sewer, Reclaim rates, fees, and charges took effect Oct. 1, 2024; Please visit bit ly pourates for details:

| Accoun |                                 | Customer#                         | A. 50 Act. |
|--------|---------------------------------|-----------------------------------|------------|
| 094351 | 10                              | 01305490                          |            |
|        | the 16-digit in<br>a payment th | umberbelow when<br>ough your bank |            |
|        | 0943510013                      | 305490                            |            |
|        |                                 |                                   |            |

| -2006                                   | Meter#   | Previous   |        | Current    |        |           | Consumption  |
|---|----------|------------|--------|------------|--------|-----------|--------------|
| Service                                 |          | Date       | Read   | Date       | Read   | # of Days | In thousands |
| Reclaim                                 | 15074175 | 11/14/2024 | 731161 | 12/16/2024 | 739055 | 32        | 7894         |
| *************************************** | neal l   | re History |        |            | Tran   | sactions  |              |

| Usage History  |           |  | ansactions                  |  |
|----------------|-----------|--|-----------------------------|--|
| 19             | Reclaimed | A CONTRACTOR OF THE PROPERTY O |                             | The state of the s |
| December 2024  | 7894      | Previous Bill  |                             | 2,129.40   |
| November 2024  | 5460      | Payment  |                             | -2,129.40 CR   |
| October 2024   | 2747      | Balance Forward  |                             | 0.00   |
| September 2024 | 3935      | Current Transactions   |                             |  |
| August 2024    | 2454      | Reclaimed  |                             |  |
| July 2024      | 5016      | Reclaimed  | 7,894 Thousand Gals X S0.39 | 3,078.66   |
| June 2024      | 8456      | Total Current Transactions   |                             | 3,078.66   |
| May 2024       | 9053      |  |                             |  |
| April 2024     | 5885      | TOTAL BALANCE DUE  |                             | \$3,078.66   |
| March 2024     | 2807      |  |                             |  |
| February 2024  | 4893      |  |                             |  |
| January 2024   | 3608      |  |                             |  |



Please return this portion with payment

TO PAY ONLINE, VISIT pascoeasypay.pascocountyfl.net

☐ Check this box if entering change of mailing address on back.

| <br>Total Balance Due | \$3,078.66<br>1/23/2025 |  |
|-----------------------|-------------------------|--|
| Current Transactions  | 3,078,66                |  |
| Balance Forward       | 0.00                    |  |
| Customer#             | 01305490                |  |
| Account #             | 0943510                 |  |
|                       |                         |  |

10% late fee will be applied if paid after due date The Total Due will be electronically transferred on 01/23/2025.

THE GROVES CDD 210 N UNIVERSITY DR 704 **CORAL SPRINGS FL 33071** 

PASCO COUNTY UTILITIES CUSTOMER INFORMATION & SERVICES P.O. BOX 2139 NEW PORT RICHEY, FL 34656-2139

013054902094351022164025640003078662



PASCO COUNTY UTILITIES CUSTOMER INFORMATION & SERVICES P.O. BOX 2139 NEW PORT RICHEY, FL 34656-2139

LAND O' LAKES NEW PORT RICHEY DADE CITY

(813) 235-6012 (727) 847-8131 (352) 521-4285

0943510

UtilCustServ@MyPasco.net Pay By Phone: 1-855-786-5344

1 0 1 22-70180

Customer#

2,791.23 -2,791.23 CR 0.00

1,442.22 1,442.22 \$1,442.22

THE GROVES CDD

Service Address: 7924 MELOGOLD CIRCLE

Bill Number:

Billin

Billir

| Camila        |                    | Previous   | Cite   |                    |                           |
|---------------|--------------------|--|--|--------------------|---------------------------|
| To the second | A.C.               | mojoriou (oct. 172023,   |  |                    | Ed Million Participations |
| Pending B     | oard of County Con | missioners approval new rates, fees  | The state of the s | 09435100           |                           |
| Pending P     | Oprolos Counts O   | parallel and parallel and  |  |                    | and a second second       |
| ing Period:   | 6/16/2025 to 7/16  | 6/2025   |  | when making a paym |                           |
| ling Date:    | 8/5/2025           |  |  | Please use the 15  | digit number below        |
| Number:       | 22794018           |  |  | 0943510            | 01305490                  |
|               |                    | 50 NO 100 NO |  | 0010=1=            |                           |

| Service | Meter#   | Previous  |        | Current   |        | The Statement | T                           |
|---------|----------|-----------|--------|-----------|--------|---------------|-----------------------------|
|         | ttt      | Date      | Read   | Date      | Read   | # of Days     | Consumption<br>In thousands |
| Reclaim | 15074175 | 8/16/2025 | 771816 | 7/16/2025 | 775514 | 30            |                             |
|         | Usag     | e History |        |           | -      | sactions      | 3698                        |

|                | Usage History<br>Water | fransactions               |                 |
|----------------|------------------------|----------------------------|-----------------|
| July 2025      | 3698                   | Previous Bar<br>Payment    |                 |
| June 2025      | 7157                   | Balance Forward            |                 |
| May 2025       | 6787                   | Current Transactions       |                 |
| April 2025     | 5361                   | Reclaimed                  |                 |
| March 2025     | 5137                   | Reclaimed 3,698 Thousand   | d Gals X \$0,39 |
| February 2025  | 4944                   | Total Current Transactions | -               |
| January 2025   | 3375                   | TOTAL BALANCE DUE          |                 |
| December 2024  | 7894                   |                            |                 |
| November 2024  | 5460                   |                            |                 |
| October 2024   | 2747                   |                            |                 |
| September 2024 | 3935                   |                            |                 |
| August 2024    | 2454                   |                            |                 |

Annual Water Quality Report: The 2024 Consumer Confidence Report is available online at bit.ly/PascoRegional2024. To request a paper copy, please call (813) 929-2733.



Please return this portion with payment

TO PAY ONLINE, VISIT pascoeasypay.pascocountyfl.net

☐ Check this box if entering change of malling address on back.

| Account#             | 0943510  |
|----------------------|----------|
| Customer#            | 01305490 |
| Balance Forward      | 0.00     |
| Current Transactions | 1,442,22 |

Total Balance Due \$1,442,22

10% late see will be applied if paid after due date The Total Due will be electronically transferred on 08/22/2025.

THE GROVES CDD 11555 HERON BAY BOULEVARD 201 CORAL SPRINGS FL 33076

PASCO COUNTY UTILITIES **CUSTOMER INFORMATION & SERVICES** P.O. BOX 2139 NEW PORT RICHEY, FL 34656-2139

#### **EXHIBIT** 3

With a Toro Lynx system, you can determine the volume of water applied by either viewing reports in the central control software or calculating the volume manually based on flow rates and run times. The system is designed to provide detailed information on water usage, making it easy to track and manage. @

Method 1: Use the Lynx software reports

The easiest method is to use the software's built-in reporting features, which log water usage for both scheduled and manual irrigation events.

Access the Course Report: The daily
 "Course Report" is a summary of all
 irrigation activities. It captures details for
 events run from the central computer, a
 handheld radio, or the satellite faceplate.

- Access the Course Report: The daily
   "Course Report" is a summary of all
   irrigation activities. It captures details for
   events run from the central computer, a
   handheld radio, or the satellite faceplate.
- 2. View water amount: The report shows the amount of water applied for each station during its last irrigation cycle. It also displays the next scheduled amount.
- Use the "Projected Flow" view: For upcoming irrigation cycles, the "Projected Flow" view shows the areas to be watered and the amount of water to be applied.
   This feature also lets you see potential water savings.

## Method 2: Manually calculate the volume

If you need to determine the volume for a specific time frame or station and don't have access to the reports, you can calculate it using the following formula:

Volume = Flow Rate x Run Time ∅

To do this, you will need the following information for each station:

#### Volume = Flow Rate x Run Time @

To do this, you will need the following information for each station:

- Flow Rate: The manufacturer's specification for the sprinkler head's flow rate (e.g., gallons per minute or liters per minute) at the design pressure.
- **Run Time:** The duration (in minutes) that the station was run.

#### **Example Calculation**

- Find the flow rate for the specific sprinkler head. A specification sheet might show a flow rate of 15 gallons per minute (GPM) at a given pressure.
- 2. **Determine the total run time.** If a station with this head ran for 30 minutes.
- 3. Calculate the volume.
  - Volume = 15 GPM x 30 minutes = 450 gallons.

How the Lynx system handles volume calculations

The Lynx system automatically performs these calculations for you. It

- 2. **Determine the total run time.** If a station with this head ran for 30 minutes.
- 3. Calculate the volume.
  - Volume = 15 GPM x 30 minutes = 450 gallons.

## How the Lynx system handles volume calculations

The Lynx system automatically performs these calculations for you. It allows you to schedule watering either by a set run time (minutes) or by a target application amount (inches or millimeters).

- To run by minutes: You set the run time, and the system calculates the amount of water that will be applied based on the configured flow rates for the sprinklers in that station.
- To run by inches: You set the desired application depth, and the system calculates the required run time based on the precipitation rate of the sprinklers.

This allows for precise, data-driven irrigation management. @

#### **EXHIBIT 4**

The following information was obtained from the HOA annual budget documents, utilizing the column labeled as Estimated Year End or the column showing budget for the previous year. The dollar amounts shown below are revenue from non-resident golfers.

2022 non-resident green fees: \$374,000

2023 non-resident green fees: \$642,535

2024 non-resident green fees: \$695,634

2025 non-resident green fees: \$429,288

2025 non-resident cart fees: \$333,045

While the golf operation does provide benefit to some Groves residents, it clearly provides a service to nonresidents. As such, we, as a governmental entity, are subsidizing this operation in a number of ways, including costs associated with the reclaimed water system, low cost rent for pro shop, low cost rental for golf cart storage and maintenance operation, insurance for each of these, use of golf driving range owned by CDD that generates revenue for the golf operation, use of restroom facilities, paper products and water, labor for operation and maintenance of facilities, commercial sales of golf equipment and supplies and others.

In Florida, a Community Development District (CDD) providing a subsidy to a nonprofit golf course would face legal scrutiny and is likely not permissible unless the CDD owns the facility outright. The primary issue is whether such a subsidy serves a "public Purpose" as defined by Chapter 190 of the Florida Statutes, which governs CDDs.

A Florida CDD can only acquire, operate and maintain facilities that serve a legitimate public purpose for the residents of the District. In the past, Florida Attorney General opinions have found that a CDD owning and operating a golf course, which is often considered a proprietary business venture, does not qualify for tax exemption because it does not serve a broad enough public purpose. This suggests that subsidizing a privately owned golf course is also unlikely to meet the public purpose test.

The costs of a CDD are funded through non-ad valorem assessments levied on property owners within the district, not through general taxpayer dollars. The assessments are for providing community-wide infrastructure and services. Subsidizing a nonprofit, which is a separate private entity, is generally not an authorized use of these public funds.

While the golf course may be a "nonprofit", that status does not automatically legitimize a subsidy from a CDD. A nonprofit corporation is a private entity that may receive tax-exempt status from the state and federal government. A CDD is a unit of local government, and its authority to spend public funds is strictly limited by state law. Providing a subsidy to a private entity, even a nonprofit, could be seen as an unauthorized and inappropriate use of public funds derived from resident assessments.

#### **RECOMMENDATION**

It is recommended that the Board of Supervisors authorize the Chairman to work with our staff, our District Council, our District Engineer and the HOA to establish an equitable distribution of irrigation water and an equitable distribution of costs and report back to the Board for approval.

#### AGREEMENT FOR HOLIDAY LIGHTING AND INSTALLATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 19th day of September 2025, by and between:

THE GROVES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is c/o Inframark, IMS, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 ("District"); and

TAMPA HOLIDAY LIGHTING LLC, a Florida limited liability company, with a mailing address of 10601 Leland Hawes Road, Thonotosassa, Florida 33592 ("Contractor" and, together with the District, "Parties").

#### **RECITALS**

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, which was established for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure supporting community development within the District; and

WHEREAS, the District has a need to retain an independent contractor to provide holiday lighting for the 2025 holiday season and installation services as described herein; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide the services identified in **Exhibit A**, attached hereto and incorporated by reference herein, in accordance with the terms of this Agreement ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

- **Now, Therefore,** in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:
- **SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.
- **SECTION 2. DUTIES.** The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of Contractor are described in **Exhibit A** hereto.
  - A. Contractor shall provide the materials and Services identified in **Exhibit A**, including any effort reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein. To the extent any of the provisions of this Agreement conflict with the provisions of **Exhibit A**,

- this Agreement controls. Should any error or inconsistency appear in the Services, Contractor, before proceeding with the Services, must notify the District for the proper adjustment, and in no case proceed with the Services in uncertainty.
- **B.** This Agreement grants to Contractor the right to enter the District property that is subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations. To the extent Contractor needs to use or access non-District property while providing the Services, Contractor shall coordinate such use in advance with the District Representative (as defined herein).
- C. All permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.
- D. Contractor shall perform all Services in a neat and workmanlike manner and shall use industry best practices and procedures when carrying out the Services. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to the District, the District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials incorporated into the Services.
- E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects of the Services to ensure efficient and full completion.
- F. Contractor shall report directly to Wendi McAnn, who serves as District Manager/Clubhouse Manager, or her designee (the "District Representative"). Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to complete repair of any damage resulting from Contractor's activities within twenty-four (24) hours in instances affecting health, safety or welfare, and otherwise within five (5) calendar days.
- G. Contractor shall coordinate commencement and completion of the Services with the District Representative. Initial installation shall be completed no later than November 21, 2025. Removal shall be completed no later than January 9, 2026. Contractor shall notify the District Representative in writing immediately upon recognizing any potential for a delay delivering the Services caused by itself or another contractor. Contractor must coordinate the Services with others performing work for the District as may be necessary to successfully and safely complete the Services or as the District directs.
- **H.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, Contractor shall remove from the site waste materials,

- rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to Contractor and may be applied as an offset to the final payment to Contractor.
- I. Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained herein shall create contractual relationships between any subcontractor and the District.

#### SECTION 3. COMPENSATION AND PAYMENT.

- A. The District shall pay Contractor a total amount not to exceed Eleven Thousand, Ninety Dollars and Twenty Cents (\$11,090.20), payable upon final completion and acceptance by the District, for the Services identified in Exhibit A. Such amounts include all equipment, materials, permits and labor necessary for full execution of the Services. Contractor shall maintain records conforming to usual accounting practices.
- **B.** All payments and invoices shall be subject to Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*, and the District's adopted *Prompt Payment Policies and Procedures*. The invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the Services were provided, and the address or bank information to which payment is to be remitted.
- C. If the District should desire additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- D. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and

similar payroll deductions from the wages of employees.

#### **SECTION 4.** TERM AND TERMINATION.

- A. *Term.* This Agreement shall become effective as of the date first above written and shall terminate upon completion of the Services set forth herein and described in any amendment hereto, unless terminated in accordance with the terms of this Agreement
- **B.** Termination. The District agrees that Contractor may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

WARRANTY. Contractor warrants to the District that all materials furnished SECTION 5. by Contractor under this Agreement shall be new, and that all Services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, if any, which Contractor shall assign to the District as necessary to give the District the benefit of said warranties, all Services provided by Contractor pursuant to this Agreement shall be warranted for labor and workmanship for one (1) year from the date of acceptance of the Services by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, without intending to limit any other remedies, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District.

#### SECTION 6. INSURANCE.

**A.** Contractor shall, at its own expense, maintain throughout the term of this Agreement maintain insurance with limits of liability not less than the following:

Workers' Compensation Statutory

General Liability

Bodily Injury \$1,000,000/\$2,000,000

(including Contractual)

Property Damage \$1,000,000/\$2,000,000

(including Contractual)

Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation, if any.

Automobile Liability Combined Single Limit \$1,000,000

Bodily Injury / Property Damage

- B. The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "Additional Insureds") shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds
- C. If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### SECTION 7. INDEMNIFICATION.

A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "Indemnitees"), from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by (i) the

negligent, reckless, or intentionally wrongful misconduct of Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) Contractor's performance of, or failure to perform, Contractor's obligations pursuant to this Agreement or any Services or Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in this Agreement or any Services.

- **B.** Obligations under this section 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, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in this Agreement is intended to waive or alter any other remedies that the District may have as against Contractor. The provisions of this Section 7 are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this Section 7 survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
- C. Contractor shall ensure that all subcontracts related to the services include this Section for the benefit of the Indemnitees.

**SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its

employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 10. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. If Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 11. NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

SECTION 12. INDEPENDENT CONTRACTOR STATUS. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

SECTION 13. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. Except as otherwise provided herein and to the extent that any provisions of Exhibit A conflict with provisions of this Agreement, this Agreement shall control.

**SECTION 14. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

**SECTION 15. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 16. NOTICES.** All notices, requests, consents and other communications under this Agreement (each, a "**Notice**" and collectively, "**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the Parties, as follows:

**A.** If to the District: The Groves Community Development District

c/o Inframark, IMS

210 N. University Drive, Suite 702 Coral Springs, Florida 33071

Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC

517 East College Avenue Tallahassee, Florida 32301 Attn: District Counsel

**B.** If to Contractor: Tampa Holiday Lighting LLC

10601 Leland Hawes Road Thonotosassa, Florida 33592

Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next 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 Contractor may deliver Notice on behalf of the District and Contractor. 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 in this Agreement.

**SECTION 17. ENFORCEMENT OF AGREEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. If either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties

agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 18. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Pasco County, Florida.

SECTION 19. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Inframark, IMS ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor 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; 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 this Agreement's term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor'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 Contractor, Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS THIS AGREEMENT, CONTACT RELATING TO CUSTODIAN OF PUBLIC RECORDS AT (954) 603-0033, OR PUBLICRECORDS@INFRAMARK.COM, 210 UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, **FLORIDA 33071.** 

**SECTION 20. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

- SECTION 21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- **SECTION 22. COUNTERPARTS.** This Agreement 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.
- **SECTION 23. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- **SECTION 24. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.
- **SECTION 25. ASSIGNMENT.** Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Contractor without the prior written approval of the District are void.
- SECTION 26. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement 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. Notwithstanding anything contained herein to the contrary, the Parties agree that neither party shall be entitled to consequential or special damages arising out of or relating to this Agreement or termination of this Agreement in accordance with the terms hereof. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.
- **SECTION 27. E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with

Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 28. FOREIGN INFLUENCE.** Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift form a Foreign country of concern as that term is defined within the above referenced statute.

SECTION 29. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, Florida Statutes, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**SECTION 30. PUBLIC ENTITY CRIMES.** Contractor represents that in entering into this Agreement, Contractor has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if Contractor is placed on the convicted vendor list, Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**SECTION 31. ANTI-HUMAN TRAFFICKING.** Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.

[signatures on following page]

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement the day and year first above written.

# THE GROVES COMMUNITY DEVELOPMENT DISTRICT

Signed by:

Jimmy Mison

9/19/2025

Chair/Vice-Chair, Board of Supervisors

TAMPA HOLIDAY LIGHTING LLC,

a Florida limited liability company

DocuSigned by:

F03A839764174E9...

By: Tanner Dalechek

Its: 9/18/2025

Exhibit A: Scope of Services

## Exhibit A Scope of Services

RECIPIENT:

Tampa Holiday Lights
10601 Leland Hawes Road | Thonotosassa, Florida 33592
(813) 922-1471 | Tanner@tampaholidaylights.com | Tampaholidaylights.com

Quote #2120

| The Groves Golf and C<br>7924 Melogold Circle   |   | Sent on<br>Total | _    | _          | May 15, 2025<br>\$11,411.82 |
|---|---|------------------|------|------------|-----------------------------|
| and O' Lakes, Florida 34637   |   | I Otal           |      |            | \$117411.02                 |
| Product/Service   | Description   | -                | Qty. | Unit Price | Total                       |
| #A1 Labor- Roofline   | Prep bulbs, wires, and clips<br>Installation<br>Custom cut extension cord<br>Maintenance (For first three season if<br>purchased)<br>Removal and boxed<br>Storage until 2026 season                                 |                  | 13   | \$125.00   | \$1,625.00                  |
| #A1 Materials- Roofline C9-<br>18"-WW   | Location: Clubnouse, parking lot lacing-<br>Materials-<br>C9 Lights<br>18" Spacing<br>Warm White OptiCore LED Bulbs<br>Light Clips<br>Extension Cords<br>Timer(s)<br>Timer Box(s)                                   | 550ft            | 0.6  | \$1,690.00 | \$1,014.00                  |
| #A2 Labor-Wreath above entry into clubhouse:  | Prep strands and Decorations installation Run electrical Attach and set up timers Maintenance (For first three season if purchased) Removal and boxed in labeled bin Storage until 2026 season                      |                  | 2    | \$90.00    | \$180.00                    |
| #A2 Materials- 36"<br>Sequoia Fir pre-lit wreath<br>(Not in the photo mock up-<br>above main entry way) | - 36" Sequola Fir pre-lit wreath with 150 s<br>white LED lights<br>Total weight: 11 lbs.<br>Greenery rated for indoor / outdoor use<br>7 year warranty on greenery<br>3 year warranty on lights                     | warm             | 0.6  | \$205.00   | \$123.00                    |
| #A5 Labor-Wrap 2 triple<br>Robellini Palms  | Prep strands and Decorations<br>Installation<br>Run electrical<br>Attach and set up timers<br>Maintenance (For first three season if<br>purchased)<br>Removal and boxed in labeled bin<br>Storage until 2026 season |                  | 3.5  | \$90,00    | \$315.00                    |

1 of 4 pages

Tampa Holiday Lights
10601 Leland Hawes Road | Thonotosassa, Florida 33592
(813) 922-1471 | Tanrier@tampaholidaylights.com | Tampaholidaylights.com

| Product/Service   | Description  | Oty. | Unit Price | Total      |
|---|--|------|------------|------------|
| #A5 Materials- Group of 3 small palms                           | Materials:<br>(6) 70 5mm Wide Angle Green lights LEO Mini<br>Lights 4" on green wire (\$126.00)  | 1.2  | \$174.00   | \$208.80   |
|   | Extension Cords (\$23.00)<br>Timers: (\$25.00)   |      |            |            |
| #C1 Labor-C9's on top of<br>monument                            | Prep strands and Decorations Installation Run electrical Attach and set up timers Maintenance (For first three season if purchased) Removal and boxed in labeled bin Storage until 2026 season | 4    | \$90.00    | \$360.00   |
| #C1 Materials-C9 lighting<br>lining top of both monument        | Location: Materials-C8 Lights 12' Spacing Warm White OptiCore LED Bulbs Light Clips Extension Cords Timer(s)   | 0.6  | \$420.00   | \$252.00   |
| #C3 Labor-Wrap palms<br>behind signs                            | Prep strands and Decorations Installation Run electrical Attach and set up limers Maintenance (For first three season if purchased) Removal and boxed in labeled bin Storage until 2026 season | 5    | \$90.00    | \$450.00   |
| #C3 Materials- Palm Tree:<br>(Base only; 7-15 Foot)             | Materials: (3) (7) 70 5mm Wide Angle Warm White lights LED Mini Lights 4" on green wire (\$147.00)  Extension Cords (\$13.00) Timers: (\$25.00)  | 1.8  | \$185,00   | \$333.00   |
| #C4 Labor- Wrap set of 3 paims (12 paims total on entrance way) | Prep strands and Decorations installation Run electrical Atlach and set up timers Maintenance (For first three season if purchased) Removal and boxed in labeled bin Storage until 2026 season | 12   | \$90.00    | \$1,080.00 |
| #C4 Materials- Palm Tree<br>(Base only; 16-25 Foot)             | Materials: (12) (10) 70 5mm Wide Angle Warm White lights LED Mini Lights 4" on green wire (\$210.00)  Extension Cords (\$13.00)  | 7.2  | \$248.00   | \$1,785.60 |
|   | EXPENSION CONTISTRATION  |      |            |            |

Tampa Holiday Lights
10601 Leland Hawes Road | Thonotosassa, Florida 33592
(813) 922-1471 | Tanner@tampaholidaylights.com | Tampaholidaylights.com

| Product/Service   | Dascription  | Qty. | Unit Price | Total    |
|---|--|------|------------|----------|
| #D1 Labor- Roofline   | Prep bulbs, wires, and clips<br>Installation<br>Custom cut extension cord<br>Maintenance (For first three season if<br>purchased)<br>Removal and boxed<br>Storage until 2026 season                | 4    | \$125.00   | \$500.00 |
| #D1 Materials- Roofline C9-<br>12"-WW                             | Location: Guard house roofline 350 degrees  Materials- C9 Lights 12" Spacing Warm White OptiCore LED Bulbs   | 0.6  | \$420.80   | \$252.00 |
|   | Light Clips Extension Cords Timer(s) Timer Box(s)  |      |            |          |
| #D2 Labor-Wreath on<br>guardhouse                                 | Prep strands and Decorations Installation Run electrical Attach and set up timers Maintenance (For first three season if purchased) Removal and boxed in labeled bin Storage until 2026 season     | 2    | \$90.00    | \$180.00 |
| #D2 Materials- '36"<br>Sequola Fir pre-lit wreath                 | - 36" Sequola Fir pre-lit wreath with 150 warm<br>white LED lights<br>Total weight: 11 lbs.<br>Greenery rated for indoor / outdoor use<br>7 year warranty on greenery<br>3 year warranty on lights | 0.6  | \$205.00   | \$123.00 |
| #D4 Labor- Magonlia base  | Prep strands and Decorations Installation Run electrical Attach and set up timers Maintenance (For first three season if purchased) Removal and boxed in labeled bin Storage until 2026 season     | 9    | \$90.00    | \$810.00 |
| #D4 Materials- (2)<br>Magnolia base of tree and a<br>few branches | Materials:<br>(14) 70 5mm Wide Angle Warm White lights LED<br>Mini Lights 6" on green wire (\$294.00)<br>Extension Cords (\$45.00)<br>Timers: (\$25.00)  | 1.2  | \$364.00   | \$436.80 |

3 of 4 pages



Tampa Holiday Lights
10601 Leland Hawes Road | Thonotosassa, Florida 33592
(813) 922-1471 | Tanner@tampaholidaylights.com | Tampaholidaylights.com

| Product/Service  | Description  | Qty. | Unit Price | Total    |
|--|--|------|------------|----------|
| #D8 Labor-Wreath splitting<br>gates in half as they enter<br>and close | Prep strands and Decorations Installation Run electrical Attach and set up timers Maintenance (For first three season if purchased) Removal and boxed in labeled bin Storage until 2026 season | 8    | \$90.00    | \$720.00 |
| #D8 Materials- 48°<br>Commercial Séquoia Fir<br>pre-lit Wreath         | - 48" wreath lit with 200 warm white LED lights<br>Total weight: 22 lbs.<br>Greenery rated for indoor / outdoor use<br>7 year warranty on greenery<br>3 year warranty on lights                | 1,2  | \$285.00   | \$342.00 |

Card Fee (2.9%) \$11,411.82 Total

2025 One year Leasing Price: \$11,090,20

This quote is valid for the next 30 days, after which values may be subject to change.

4 of 4 pages





## The Groves CDD Aquatics

## **Inspection Date:**

9/30/2025 11:39 AM

## Prepared by:

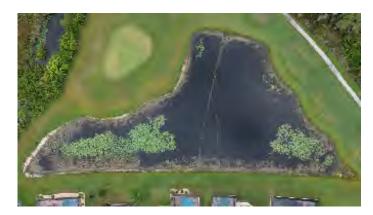
Matt Goldrick

Account Manager

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

## SITE: 2C-1

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





#### Comments:

Most of the filamentous algae present is decaying, like due to being treated yesterday. A technician will follow up next visit and re-treat if necessary. No nuisance grasses observed.

WATER: X Clear Turbid Tannic

ALGAE: N/A Subsurface Filamentous Planktonic Cyanobacteria

Turbid Tannic

X Surface Filamentous Cyanobacteria

GRASSES: X N/A Minimal Moderate Substantial

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

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

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





#### Comments:

This pond is in similar condition as 2C-1 and was also treated for algae yesterday. A technician will follow up here as well.

Any nuisance grasses present will be addressed at that time.

WATER: ★ Clear Turbid Tannic

ALGAE: N/A Subsurface Filamentous Planktonic Cyanobacteria

GRASSES: N/A ★ Minimal Moderate Substantial

NUISANCE SPECIES OBSERVED:

Chara

Torpedo Grass Pennywort Babytears Hydrilla XSlender Spikerush Other:

### SITE: 4

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





#### Comments:

Small patches of filamentous algae are present on the east side. They appear to be decaying form yesterday's service. Follow-ups will be administered as needed. Any nuisance grasses will be addressed as well.

 WATER:
 X Clear
 Turbid
 Tannic

 ALGAE:
 N/A
 Subsurface Filamentous
 X Surface Filamentous

 Planktonic
 Cyanobacteria

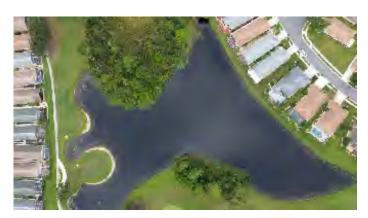
 GRASSES:
 N/A
 X Minimal
 Moderate
 Substantial

**NUISANCE SPECIES OBSERVED:** 

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

## SITE: 5

Condition: Excellent Great √Good Poor Mixed Condition Improving





#### Comments:

Any emerging nuisance grasses present are decaying. Submerged vegetation will be addressed with catered herbicides during an upcoming maintenance event. No algae observed.

WATER: X Clear Turbid Tannic

ALGAE: X N/A Subsurface Filamentous Surface Filamentous

Planktonic Cyanobacteria

GRASSES: N/A X Minimal Moderate Substantial

NUISANCE SPECIES OBSERVED:

★Torpedo GrassPennywortBabytearsCharaHydrillaSlender SpikerushOther: Hygrophila

### SITE: 6G

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





#### Comments:

The outer perimeter is almost completely free of nuisance grasses. Any present around the interior conservation area were treated via boat yesterday and will begin decaying shortly.

No algae observed.

WATER: 

X Clear Turbid Tannic

ALGAE: 

X N/A Subsurface Filamentous Surface Filamentous

Planktonic Cyanobacteria

GRASSES: N/A Minimal 

★ Moderate Substantial

NUISANCE SPECIES OBSERVED:

**X**Torpedo Grass Pennywort Babytears Chara

Hydrilla Slender Spikerush Other:

## SITE: 7

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





#### Comments:

All nuisance grasses present along the wetland buffer and tussocks were treated via boat yesterday. Decay will being within a few days. Follow-ups will be administered as needed.

No algae observed.

WATER: ★ Clear Turbid Tannic

ALGAE: X N/A Subsurface Filamentous Surface Filamentous

Planktonic Cyanobacteria

GRASSES: N/A Minimal ★ Moderate Substantial

**NUISANCE SPECIES OBSERVED:** 

Torpedo Grass Pennywort Babytears Chara

Hydrilla Slender Spikerush Other: Cattails, water lilies, primrose

### SITE: FN

Condition: Excellent Great Good Poor 

Mixed Condition 

Improving





#### Comments:

Any filamentous algae present was treated yesterday, some still has a bluish tint from the application. If decay has not progressed by next service, a technician will treat again.

Most emergent grasses are decaying. Additional treatments will be applied for submerged vegetation.

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

Other:

## SITE: FS

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





Hydrilla XSlender Spikerush

#### Comments:

Most of the nuisance grasses around the interior conservation area have recently been treated and are decaying. Additional treatments will be applied for submerged vegetation.

No algae observed.

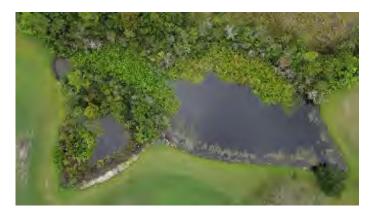
Turbid WATER: **X** Clear Tannic ALGAE: Surface Filamentous ×N/A Subsurface Filamentous Cyanobacteria Planktonic **GRASSES:** N/A X Minimal Moderate Substantial **NUISANCE SPECIES OBSERVED:** Torpedo Grass Pennywort Babytears Chara

Other: Cattails

Hydrilla XSlender Spikerush

## SITE: SUMP 10

Condition: Excellent Great √Good Poor √Mixed Condition Improving





#### Comments:

All filamentous algae present was treated yesterday. A technician will follow up next visit and re-treat if necessary.

Any nuisance grasses present will be addressed at that time as well.

 WATER:
 X Clear
 Turbid
 Tannic

 ALGAE:
 N/A
 Subsurface Filamentous
 X Surface Filamentous

 Planktonic
 Cyanobacteria

 GRASSES:
 N/A
 X Minimal
 Moderate
 Substantial

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara Hydrilla XSlender Spikerush Other:

## SITE: SUMP 14

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





## Comments:

Very minor filamentous algae growth present. This was treated yesterday and will be monitored and re-treated if needed.

No nuisance grasses observed.

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

Slender Spikerush

Hydrilla

Other:

#### **MANAGEMENT SUMMARY**













Summer may be officially over, but growing season will still be here for a few weeks. Daily temperatures in the 80's and sudden rain events brought on by late season hurricanes will continue to fuel vegetative and algal growth. An array of herbicides and algaecides are always available should rapid growth occur after a large rain event.

This time of year, technicians are extra vigilant of ensuring drainage and outflow structures are free of debris as to not impede function should a storm hit.

All ponds were in mixed condition during today's inspection. Filamentous algae is the number one culprit at this time. All ponds with algae growth were treated with algaecides yesterday (9/29) and will be inspected next week. Nuisance grasses are minimal and mainly present around natural conservation areas.

#### **RECOMMENDATIONS**

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

Administer treatments to any nuisance grasses growing along exposed shorelines and within beneficial plants.

Continue to apply treatment to overgrown littoral areas.

Avoid over treating ponds, to prevent fish kills or toxic blooms.

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

Thank you for choosing Steadfast Environmental!

## MAINTENANCE AREA



# THE GROVES CDD

Festive Groves Blvd, Land O' Lakes

Gate Code:



9/30/25, 12:28 PM Daily Log Print Page 54



Printed: Sep 30, 2025

30435 Commerce Drive Unit 102, San Antonio, FL 33576 Phone: 844-347-0702

Fax: 813-501-1432

## **Daily Logs List**

Sep 4, 2025

**Job:** SE1064 The Groves CDD

Title:

Added By: Richard Perez

Log Notes:

treated ponds 3A,6G,sump14,f-n,f-n,sump10, for alge and grass

**Weather Conditions:** 

Partly cloudy with scattered storms

Thu, Sep 4, 2025, 2:31 PM

Partly cloudy with scattered storms

89°F Wind: 6 mph Humidity: 93% Total Precip: 0.02"

Attachments: 8

















Wind: 8 mph

Humidity: 97%

Total Precip: 0.37"



Printed: Sep 9, 2025

30435 Commerce Drive Unit 102, San Antonio, FL 33576 Phone: 844-347-0702

Fax: 813-501-1432

## **Daily Logs List**

Sep 9, 2025

Job: SE1064 The Groves CDD

Title: Cleopatra Ditch Added By: Matt Goldrick

Log Notes:

Applied 24oz of Schooner for Salvinia in rim ditch 19/20 behind Cleopatra Dr

**Weather Conditions:** 

Mostly cloudy with scattered storms

Tue, Sep 9, 2025, 9:14 AM



84°F

74°F









9/30/25, 12:29 PM Daily Log Print Page 56



Printed: Sep 30, 2025 30435 Commerce Drive Unit 102, San Antonio, FL 33576

Phone: 844-347-0702

Fax: 813-501-1432

## **Daily Logs List**

## Sep 15, 2025

**Job:** SE1064 The Groves CDD

Title:

Added By: Joshua Britto

**Log Notes:** 6g inspection

S14 treated for heavy algae

5 minor torpedo grass

S10 moderate algae

4, algae and grasses 2c1,2 treated for spike rush

15

20,19 treated for grasses and azolla

3a, treated for heavy algae

3 b moderate algae grasses

#### **Weather Conditions:**

Partly cloudy

Š.

**Attachments:** 

88°F

66°F

Wind: 6 mph Humidity: 91% Total Precip: 0" Mon, Sep 15, 2025, 12:54 PM

































Printed: Sep 30, 2025

30435 Commerce Drive Unit 102, San Antonio, FL 33576

Phone: 844-347-0702

### Fax: 813-501-1432

## **Daily Logs List**

## Sep 29, 2025

**Job:** SE1064 The Groves CDD

Title:

Added By: Joshua Britto

Log Notes:

6g, kayaked for grasses

S14, treated for minor algae

Fn, treated for algae

Fs, treated for cattails

5, treated for minor algae

S10, treated for minor algae

2c1,2c2, treated for algae

3a, treated for minor algae 3b, treated for minor algae and grasses

1, treated for minor grasses

21, inspection, azolla present

7, treated for cattails

4, treated for algae and grasses

20/19 inspection

#### **Weather Conditions:**

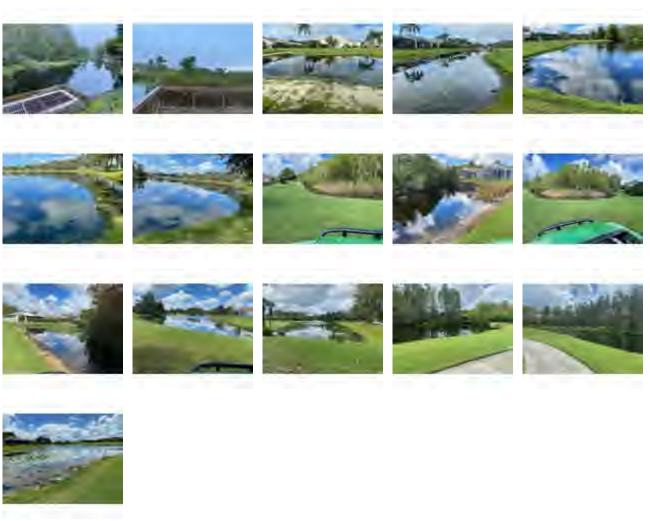
Partly cloudy with showers Mon, Sep 29, 2025, 2:26 PM



88°F

**72°F** 

Wind: 9 mph Humidity: 95% Total Precip: 0.04" Attachments: 16



9/30/25, 12:29 PM Daily Log Print Page 59



Printed: Sep 30, 2025 30435 Commerce Drive Unit 102, San Antonio, FL 33576

Phone: 844-347-0702

Fax: 813-501-1432

## **Daily Logs List**

Sep 29, 2025

**Job:** SE1064 The Groves CDD

Title:

Added By: Richard Perez

Log Notes:

treated pond 22 for grasses and weeds and cattails

**Weather Conditions:** 

Partly cloudy with showers

Mon, Sep 29, 2025, 2:26 PM

Partly cloudy with showers

**88°F**Wind: 9 mph
Humidity: 95%
Total Precip: 0.04"

**Attachments:** 9





















SeSCRIPT Analysis Report Page 1 of 2

## SeSCRIPT Analysis Report: The Groves CDD 3A

Company: Steadfast Environmental

Address: 30435 Commerce Dr, San Antonio, FL 3576

Contact Person: Joe Hamilton

Phone: NA

Email: jhamilton@steadfastalliance.com

Project Name: 3A

Surface Area: 1.65 acres

Average depth: 4.8 ft

Date Algae Sample Received: 8/28/2025

SeSCRIPT Analysis Performed: Algae ID

eCOC: 18418

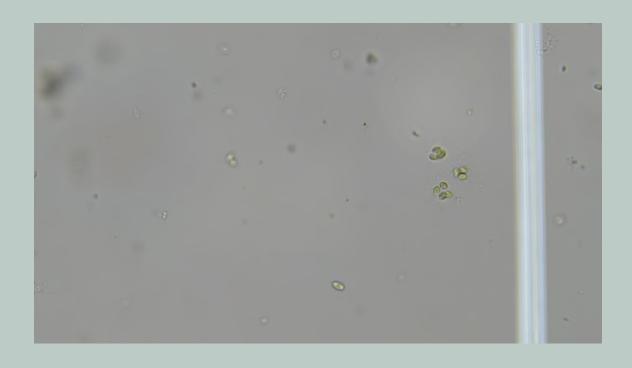
## Algae ID Results

## The Groves CDD 3A

| Identification        | Classification              | Description          | Density/Biomass<br>(cells/mL) |
|-----------------------|-----------------------------|----------------------|-------------------------------|
| Post-Treatment Sample |                             |                      |                               |
| <i>Oocystis</i> sp.   | Chlorophyta- Green<br>algae | Colonial, planktonic | 67,500                        |

Other algae observed at densities less than 40 cells/mL: *Coelastrum, Crucigenia, Desmodesmus, Kirchneriella, Nannochloris* (Chlorophyta); *Aphanocapsa* (Cyanophyta); *Staurastrum* (Streptophyta)

#### Much bacteria observed



SeSCRIPT Analysis Report Page 2 of 2



16013 Watson Seed Farm Road, Whitakers, NC 27891

## LABORATORY REPORT

Chain of Custody: eCOC18418

#### **Customer Contact Information**

| Company Name: Steadfast Environmental                | Contact Person: Joe Hamilton                    |  |
|--|---|--|
| Address: 30349 Commerce Drive, San Antonio, FL 33576 | E-mail Address: jhamilton@steadfastalliance.com |  |
|  | Phone: 813-610-3927                             |  |

#### **Waterbody Information**

| Waterbody:      | The Groves CDD 3A - FL |
|-----------------|------------------------|
| Waterbody size: | 1.65                   |
| Depth Average:  | 4.8                    |

| Sample ID  | <b>Sample Location</b> | Test   | Method                 | Results        | Sampling Date / Time |
|------------|------------------------|--|------------------------|----------------|----------------------|
| CTM65979-1 | Pre-Treatment Sample   | Free Reactive Phosphorus (µg/L)<br>Total Phosphorus (µg/L) | EPA 365.3<br>EPA 365.3 | 96.8<br>2352.5 | 08/05/2025           |
| CTM65980-1 | Post-Treatment Sample  | Free Reactive Phosphorus (µg/L)<br>Total Phosphorus (µg/L) | EPA 365.3<br>EPA 365.3 | 7.6<br>965     | 08/19/2025           |

#### ANALYSIS STATEMENTS:

SAMPLE RECEIPT /HOLDING TIMES: All samples arrived in an acceptable condition and were analyzed within prescribed holding times in accordance with the SRTC Laboratory Sample Receipt Policy unless otherwise noted in the report.

PRESERVATION: Samples requiring preservation were verified prior to sample analysis and any qualifiers will be noted in the report.

QA/QC CRITERIA: All analyses met method criteria, except as noted in the report with data qualifiers.

COMMENTS: No significant observations were made unless noted in the report.

MEASUREMENT UNCERTAINTY: Uncertainty of measurement has been determined and is available upon request.

#### Laboratory Information

Date / Time Received: 08/28/25 12:00 PM

Date Results Sent: Wednesday, September 3, 2025

Disclaimer: The results listed within this Laboratory Report relate only to the samples tested in the laboratory. The analyses contained in this report were performed in accordance with the applicable certifications as noted. All soil samples are reported on a dry weight basis unless otherwise noted in the report. This Laboratory Report is confidential and is intended for the exclusive use of SRTC Laboratory and its client. This report shall not be reproduced, except in full, without written permission from SRTC Laboratory. The Chain of Custody is included and is an essential component of this report.

This entire report was reviewed and approved for release.

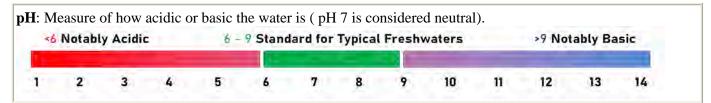


Reviewed By: Laboratory Manager

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## Water Quality Analysis Explanation

These water quality parameters are essential to document the condition of a water body and design custom treatment prescriptions to achieve the desired management objective.



**Hardness**: Measure of the concentration of divalent cations, primarily consisting of calcium and magnesium in typical freshwaters.

0-60 mg/L as CaCO3 soft; 61-120 mg/L as CaCO3 moderately hard; 121-180 mg/L as CaCO3 hard; > 181 mg/L as CaCO3 very hard

**Alkalinity**: Measure of the buffering capacity of water, primarily consisting of carbonate, bicarbonate, and hydroxide in typical freshwaters. Waters with lower levels are more susceptible to pH shifts.

< 50 mg/L as CaCO3 low buffered; 51-100 mg/L as CaCO3 moderately buffered; 101-200 mg/L as CaCO3 buffered; > 200 mg/L as CaCO3 high buffered

**Conductivity**: Measure of the waters ability to transfer an electrical current, increases with more dissolved ions.  $< 50 \,\mu\text{S/cm}$  relatively low concentration may not provide sufficient dissolved ions for ecosystem health; 50-1500  $\mu\text{S/cm}$  typical freshwaters;  $> 1500 \,\mu\text{S/cm}$  may be stressful to some freshwater organisms, though not uncommon in many areas

**Phosphorus**: Essential nutrient often correlating to growth of algae in freshwaters.

**Total Phosphorus (TP)**: is the measure of all phosphorus in a sample as measured by persulfate strong digestion and includes: inorganic, oxidizable organic and polyphosphates. This includes what is readily available, potential to become available and stable forms.  $<12 \mu g/L \ oligotrophic$ ;  $12-24 \mu g/L$  mesotrophic;  $25-96 \mu g/L \ eutrophic$ ;  $>96 \mu g/L \ hypereutrophic$ 

**Free Reactive Phosphorus (FRP)**: is the measure of inorganic dissolved reactive phosphorus (PO4-3, HPO4-2, etc). This form is readily available in the water column for algae growth.

Nitrogen: Essential nutrient that can enhance growth of algae.

**Total N** is all nitrogen in the sample (organic N+ and Ammonia) determined by the sum of the measurements for Total Kjeldahl Nitrogen (TKN) and ionic forms.

Nitrites and Nitrates are the sum of total oxidized nitrogen, often readily free for algae uptake.

< 1 mg/L typical freshwater; 1-10 mg/L potentially harmful; > 10 mg/L possible toxicity, above many regulated guidelines

**Chlorophyll a**: primary light-harvesting pigment found in algae and a measure of the algal productivity and water quality in a system.

0-2.6 $\mu$ g/L oligotrophic; 2.7-20  $\mu$ g/L mesotrophic; 21-56  $\mu$ g/L eutrophic; > 56  $\mu$ g/L hypereutrophic

**Turbidity**: Measurement of water clarity. Suspended particulates (algae, clay, silt, dead organic matter) are the common constituents impacting turbidity.

< 10 NTU drinking water standards and typical trout waters; 10-50 NTU moderate; > 50 NTU potential impact to aquatic life.



# **Manager Report**

September 19, 2025

## Landscape

- Florida Friendly Landscape presentation occurred on September 8<sup>th</sup>.
- Tree trimming on Melogold that was impeding street lighting completed.
- Large leaning bush removed on corner of Melogold and Tangor.
- Quote received to trim bushes along Berna \$1800 awaiting additional quote.
- Wetcheck on CDD areas being conducted this week.
- Quote received for new sod along Festive Groves. \$5K
- Investigating Monument lighting on Festive Groves to determine repair needs.
- Ride around with Davey on Thursday, September 25<sup>th</sup> for items that are part of the contract and need to be addressed.

#### Ponds

- Matt from Steadfast on site Monday September 22<sup>nd</sup> to walk Cleopatra's rim ditches, Diamante and Ponkan, and the fishing pier with staff to address these problematic areas and how they will treat them.
- Steadfast (Matt) confirmed area behind houses on Ambersweet are not treated by Steadfast this is strictly a conservation area.
- Steadfast will be accessing the BDI engineer's report on Weirs and grate replacement if this is outside their scope of work they will give us a contact for this type of work.
- Steadfast will continue with additional applications and treat 3 times a month until
  these areas are under control. They will be bringing a Jon boat out for the
  Diamonte area and Fishing Pier.
- Matt will be at the October 7<sup>th</sup> meeting to discuss these areas in detail with the community.
- Additional spraying continues at Jaffa 3A
- Florida Wildlife called to remove aggressive gator at hole 13.

#### Restaurant

- Hanging acoustic ceiling panels arrived and were installed by staff on September 22<sup>nd</sup>.
- McNatt plumbing called to inspect hot water system. System is working.
- Restaurant has adjusted hours of operation for upcoming season

## Pool

- Pool chiller has been turned back on (water temp is consistently testing 90+ degrees warranting the need for it to be on.
- Heater exhaust stack scheduled to be extended above equipment structure date TBD..
- Pool works continues to assist manufacturers and monitor all issues that arise with new equipment.
- Triangle Pool treating stains two ways they are using a granular multistain remover along with adding the preventive liquid ultimate metal control.
- Dylan scheduled to get in the pool to scrub these areas Saturday September 27<sup>th</sup>.

#### Field & Maintenance

- New batteries installed in all handicapped doors.
- McNatt to repair potable backflow valve parts ordered install date TBD when they arrive.
- Gym equipment serviced.
- Dirt Worx onsite Sunday September 21st to access sidewalk replacement and grinding from BDI's engineer report.
- Dirt Worx on site walked tennis courts, dog park and Pleasant Plains along holes #3 and #4 for fence repairs and to quote new industrial fencing for Pleasant Plains.
- Azoria on site Thursday September 25<sup>th</sup> for accessing Stormwater drains, Weirs and Grates from BDI's engineer assessment report.
- · Stop signs mounted on front gate poles.
- Inframark field service onsite to access the sidewalk grinding from BDI's engineer assessment report. Also accessed Clubhouse Facia.

#### **Administrative**

- Azoria, Dirt Worx, Inframark Field Services, Steadfast and Davey contacted for site visits to give proposals or to conduct inspections of their work.
- Structural Engineer emailed and called to set up a date to access the Conservation Walk.
- ASAP Pressure washing contacted for quote for pressure washing the Conservation Walk.
- Electrician contacted to add an additional 110-volt outlet for security cameras in Maintenance Building.
- Reached out to Tennis companies for updated proposals in preparation of Capital Reserve workshop in November date TBD based on end of year financials being completed.
- Reserve study proposal signed date done will be based upon end of year financials. This will be done prior to the Capital Reserve Workshop in November.

## FRONT / BACK GATE

- Accurate Electronics contacted parts for repair to Visitor gate on back order.
- Additional arm gates ordered for both Front and Back Gate (2 of each) from ECS these are on back order. Anticipated 2 ½ weeks out.
- Collected payment for damage done at back gate \$700.
- Payment collected for Front Gate damage from golf cart \$1100.
- Welder repaired damage out bound gate.
- Hole #3 sidewalk fence repaired.

# MINUTES OF MEETING THE GROVES COMMUNITY DEVELOPMENT DISTRICT

| 1                    | The regular meeting of the Board of S   | upervisors of The Groves Community Development  |  |  |  |
|----------------------|---|---|--|--|--|
| 2                    | District was held on Tuesday September 2, 2025, and called to order at 10:07 am at The Groves Civic |   |  |  |  |
| 3                    | Center, 7924 Melogold Circle, Land O' Lakes, l  | Florida 34647.  |  |  |  |
| 4                    |   |   |  |  |  |
| 5                    | Present and constituting a quorum were:   |   |  |  |  |
| 6                    | Jimmy Allison   | Chairperson   |  |  |  |
| 7                    | Richard Loar  | Vice Chairperson  |  |  |  |
| 8                    | Sandy Cross   | Assistant Secretary   |  |  |  |
| 9                    | Joel Watkins  | Assistant Secretary   |  |  |  |
| 10                   | Jim Lewis   | Assistant Secretary   |  |  |  |
| 11                   |   |   |  |  |  |
| 12                   | Also present, either in person or via Zoo   | m Communications, were:   |  |  |  |
| 13                   | Wendi McAnn   | District Manager  |  |  |  |
| 14                   | Lauren Gentry   | District Counsel  |  |  |  |
| 15                   | Grace Rinaldi   | District Counsel  |  |  |  |
| 16                   | Stephen Brletic   | District Engineer   |  |  |  |
| 17                   | Clint Robinson  | Assistant District Manager  |  |  |  |
| 18                   |   |   |  |  |  |
| 19<br>20<br>21<br>22 | v   | ript but rather represents the context and summary of io format upon request. Contact the District Office for |  |  |  |
| 23                   | FIRST ORDER OF BUSINESS   | Call to Order/Roll Call   |  |  |  |
| 24                   | Ms. McAnn called the meeting to order,  | and a quorum was established.   |  |  |  |
| 25                   |   |   |  |  |  |
| 26                   | SECOND ORDER OF BUSINESS  | Pledge of Allegiance  |  |  |  |
| 27                   | The Pledge of Allegiance was recited.   |   |  |  |  |
| 28                   |   |   |  |  |  |
| 29                   | THIRD ORDER OF BUSINESS   | <b>Audience Comments</b>  |  |  |  |
| 30                   | The Board received comments from the  | audience regarding revisiting the issue of the barb wire  |  |  |  |
| 31                   | fence located on Diamante Dr., concerns about t   | he road inspection not being on the District Engineer's   |  |  |  |

| 32       | Report, concerns regarding algae bloom, cattails and debris at the rim ditch located on Cleopatra Dr  |
|----------|---|
| 33       | A discussion ensued lasting over 24 minutes regarding the Conservation Walk with a resident sharing   |
| 34       | a painted picture of what the walk looked like, and a past board chair gave historical information or   |
| 35       | the bridges to the Board.   |
| 36       |   |
| 37       | FOURTH ORDER OF BUSINESS Business Items   |
| 38       | A. Review of 2024-2025 Goals and Objectives   |
| 39       | i. Fiscal Year 2025 Meeting Ad Affidavit  |
| 40       | The Board reviewed the Fiscal Year 2024-2025 Goals and Objectives noting all goals for the  |
| 41       | year had been met.  |
| 42       |   |
| 43       | B. Consideration of 2025-2026 Goals and Objectives  |
| 44<br>45 | On MOTION by Mr. Loar, seconded by Mr. Watkins, with all in favor, motion to approve the Fiscal Year 2025-2026 Goals and Objectives, carried.         |
| 46       |   |
| 47       | C. Review of Turn Bar Contract  |
| 48       | Discussion ensued. The Board decided to hold an additional meeting on September 23, 2025  |
| 49       | at 10:00 a.m. to discuss district contracts.  |
| 50<br>51 | On MOTION by Mr. Loar, seconded by Mrs. Cross, with all in favor, motion to set an additional meeting for September 23, 2025, at 10:00 a.m., carried. |
| 52       | D. Consideration of FIA Demonstrate   |
| 53       | D. Consideration of FIA Renewal Proposal  |
| 54       | i. FIA Package  |
| 55<br>56 | On MOTION by Mr. Loar, seconded by Mrs. Cross, with all in favor, motion to accept the FIA Package, carried.  |
| 57       | to weep the 1 m 1 menage, emilien   |
| 58       | ii. FIA Workers Compensation Package  |
| 59       | Discussion ensued on who Workers Compensation covers.   |
| 60       | On MOTION by Mr. Loar, seconded by Mr. Watkins, with all in favor, motion   |
| 61       | to accept FIA Workers Compensation Package, carried.  |
| 62       |   |
| 63       |   |

| 64       | E. Report on Conservation Walk   |
|----------|--|
| 65       | Mr. Brletic provided information he obtained from SFWM to the Board.                             |
| 66       |  |
| 67       | i. Engineer's Report on Conservation Bridge  |
| 68       | Mr. Brletic advised that a structural engineer be obtained before any work is started on the     |
| 69       | bridge and provided Ms. McAnn with contact information for suggested engineers.                  |
| 70       |  |
| 71       | ii. Egis Risk Management Response on Conservation Walk   |
| 72       | Ms. Gentry agreed with Mr. Brletic on hiring a structural engineer when liability is so high and |
| 73       | reiterated the reason for an independent contractor to do any repair work.                       |
| 74       |  |
| 75       | Ms. Gentry discussed the Bonds and how many requisitions are not readily available for proof     |
| 76       | of what was spent of Bond money on the Conservation Walk.  |
| 77       |  |
| 78       | iii. Review of Construction Management Inc. Proposal #1122                                       |
| 79       | The Board reviewed Construction Management Inc. Proposal #1122, no action was taken on           |
| 80       | bridge proposal.   |
| 81       |  |
| 82       | FIFTH ORDER OF BUSINESS Staff Reports  |
| 83       | A. District Counsel  |
| 84       | Ms. Gentry requested a motion to accept David Colflesh documents that were given to her.         |
| 85       | On MOTION by Mr. Loar, seconded by Mr. Allison, with all in favor, motion                        |
| 86<br>87 | to accept David Colflesh documents, carried.   |
| 88       | Ms. Gentry provided information on statutory changes and discussed updating the district's       |
| 89       | Rules of Procedure and Public Comments Policy. Ms. Gentry advised once these documents have been |
| 90       | reviewed if any updates are required, she will use her boiler plate documents for the district.  |
| 91       |  |
| 92       | Ms. Gentry advised she will be present at the September 23, 2025, meeting being held at 10:00    |
| 93       | a.m. to review the district contracts with the Board.  |

94

| 95 <b>B. District Engineer (Under Other</b> | Cover |
|---|-------|
|---|-------|

Mr. Brletic presented the 2025 BDI Engineer's External Facilities Report regarding Goals and Objectives to the Board. Mr. Brletic advised that overall, the district was in good shape.

The Board inquired about the warranty that was left on Micro Surfacing of the roads. The report will be used as a living document for staff to use as a tool for prioritizing repairs. The report covers curbs, storm water drains, tennis courts, rim ditches sidewalk, etc. Staff will try to secure quotes for the most immediate repairs on the list for the upcoming Capital Workshop to be set in October or November.

### C. Aquatics Report

## i. Pond 3A Report

The aquatics report on Pond 3A states that the pond is responding well to the new prescription application that has been applied.

The rim ditch located at Cleopatra Dr. will have an additional spray added each month until the duckweed and watermeal have decayed. These weeds take longer to decay, and the additional application will continue through October 2025.

### D. Clubhouse Manager Report

Ms. McAnn presented her report to the Board which provided updates regarding the front gate repairs being delayed due to timing issues with the barrier arm and the power supply that has been ordered.

The Board requested quotes for pedestrian gates in both front and back locations to be upgraded to Key FOB access.

September 2, 2025 THE GROVES CDD

| 125               | E. District Manager   |  |  |
|-------------------|---|--|--|
| 126               | Ms. McAnn presented her report to the Board and advised that the website has passed the 2 <sup>th</sup>                       |  |  |
| 127               | quarter audit and that staff uniforms have been ordered. Ms. McAnn advised she will continue to reac                          |  |  |
| 128               | out to vendors for audio visual quotes.   |  |  |
| 129               |   |  |  |
| 130               | SIXTH ORDER OF BUSINESS Business Administration   |  |  |
| 131               | A. Consideration of the Minutes of the Meeting Held on July 8, 2025   |  |  |
| 132<br>133<br>134 | On MOTION by Mr. Loar, seconded by Mr. Cross, with all in favor, motion to accept the July 8, 2025, Meeting Minutes, carried. |  |  |
| 135               | SEVENTH ORDER OF BUSINESS Supervisors' Requests   |  |  |
| 136               | Mr. Lewis requested an update on the pool canopy, sound panel for Turn Bar Facia on   |  |  |
| 137               | building, that Davey Landscaping retrim the bushes on 41 and that Davey Landscaping contract b                                |  |  |
| 138               | added to the agenda for reviewed at the September 23, 2025 meeting. Mr. Lewis also requested that the                         |  |  |
| 139               | pool water not be chilled and that staff provide quotes for pressure washing the conservation area.                           |  |  |
| 140               |   |  |  |
| 141               | Mr. Allison requested that Mrs. Cross be the liaison for the ballroom renovation project.                                     |  |  |
| 142               |   |  |  |
| 143               | Mrs. Cross reminded the residents of the Florida Friendly Landscape Presentation on Monda                                     |  |  |
| 144               | September 8 <sup>th</sup> at 10:00 a.m.   |  |  |
| 145               |   |  |  |
| 146               | Mrs. Cross provided a company recommendation and quote for a fence replacement on Hole #4 and                                 |  |  |
| 147               | the Diamond back area.  |  |  |
| 148               |   |  |  |
| 149               | Mr. Loar requested an update for Ms. Gentry as to whether a reply from Martin Aquatics had                                    |  |  |
| 150               | been received. Ms. Gentry advised a response has been received.   |  |  |
| 151               |   |  |  |
| 152               | Mr. Loar advised that the CDD website needed to be updated by removing supervisor   |  |  |
| 153               | Cunningham.   |  |  |
| 154               |   |  |  |

September 2, 2025 THE GROVES CDD

| 155 | Mr. Loar requested the Fieldstone Assessment be sent to him and advise his is waiting Fl class        |                             |
|-----|---|-----------------------------|
| 156 | interest for August.  |                             |
| 157 | 7   |                             |
| 158 | Mr. Loar updated the Board regarding the irrigation system discussion at the HOA meeting and          |                             |
| 159 | the HOA is requested to take over all irrigation repairs from the CDD after the 2026 budget amount of |                             |
| 160 | \$50,000 is spent. All information concerning this matter was given to Ms. Gentry and requested this  |                             |
| 161 | item be on the October meeting agenda.  |                             |
| 162 | 2   |                             |
| 163 | Mr. Watkins requested staff scrub the brown spots off the pool floor and asked for update             |                             |
| 164 | regarding the canopy for the pool area.   |                             |
| 165 | 5   |                             |
| 166 | 6 EIGHTH ORDER OF BUSINESS Ad   | journment                   |
| 167 | There being nothing further, the Board adjourner  | d the meeting at 12:18 p.m. |
| 168 | 8   |                             |
| 169 | 9   |                             |
| 170 |   |                             |
| 171 | 1 Wendi McAnn Jim   | my Allison                  |
| 172 | 2 District Manager Cha  | nirperson                   |

# MINUTES OF MEETING THE GROVES COMMUNITY DEVELOPMENT DISTRICT

| 1                    | The regular meeting of the Board of Supervisors of The Groves Community Development   |                            |  |
|----------------------|---|----------------------------|--|
| 2                    | District was held on Tuesday September 23, 2025, and called to order at 10:02 a.m. at The Groves Civic  |                            |  |
| 3                    | Center, 7924 Melogold Circle, Land O' Lakes, Florida 34647.   |                            |  |
| 4                    |   |                            |  |
| 5                    | Present and constituting a quorum were:   |                            |  |
| 6                    | Jimmy Allison   | Chairperson                |  |
| 7                    | Richard Loar  | Vice Chairperson           |  |
| 8                    | Sandy Cross   | Assistant Secretary        |  |
| 9                    | Joel Watkins  | Assistant Secretary        |  |
| 10                   | Jim Lewis   | Assistant Secretary        |  |
| 11                   |   |                            |  |
| 12                   | Also present, either in person or via Zoom Communications, were:  |                            |  |
| 13                   | Wendi McAnn   | District Manager           |  |
| 14                   | Lauren Gentry   | District Counsel           |  |
| 15                   | Clint Robinson  | Assistant District Manager |  |
| 16                   |   |                            |  |
| 17<br>18<br>19<br>20 | This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy. |                            |  |
| 21                   | FIRST ORDER OF BUSINESS   | Call to Order/Roll Call    |  |
| 22                   | Ms. McAnn called the meeting to order at 10:02 a.m., and a quorum was established.  |                            |  |
| 23                   |   |                            |  |
| 24                   | SECOND ORDER OF BUSINESS  | Pledge of Allegiance       |  |
| 25                   | The Pledge of Allegiance was recited.   |                            |  |
| 26                   |   |                            |  |
| 27                   | THIRD ORDER OF BUSINESS   | <b>Audience Comments</b>   |  |
| 28                   | The Board received comments from the audience.  |                            |  |
| 29                   | Mr. and Mrs. Paul Kovac read a statement on respect and submitted a copy to the Board to be   |                            |  |
| 30                   | filed on record.  |                            |  |
|                      |   |                            |  |

| 2.1      | On MOTION by Mr. I are a seed at law Mr. Wathing with all in force and in   |  |  |
|----------|---|--|--|
| 31<br>32 | On MOTION by Mr. Loar, seconded by Mr. Watkins, with all in favor, motion to receive Mr. and Mrs. Kovac's document on respect, carried. |  |  |
| 33       | to receive that and the same successful on respect, control.  |  |  |
| 34       | Glenn Douglas read a document and asked that it be presented to the board.  |  |  |
| 35       |   |  |  |
| 36       | On MOTION by Mr. Loar, seconded by Mr. Watkins, with all in favor, motion   |  |  |
| 37       | to receive the document read by Glenn Douglas, carried.   |  |  |
| 38       |   |  |  |
| 39       | Paul Soucy, speaking on behalf of the restaurant, discussed the small profit margin made by   |  |  |
| 40       | restaurants.  |  |  |
| 41       |   |  |  |
| 42       | Jennifer spoke about changing her contract to first right of refusal and her lack of revenue.   |  |  |
| 43       |   |  |  |
| 44       | Nelson Welman stated that the Board needed to drive revenue and suggested charging non-   |  |  |
| 45       | residents for use.  |  |  |
| 46       |   |  |  |
| 47       | FOURTH ORDER OF BUSINESS Business Items   |  |  |
| 48       | A. Overview of In-House Leases and Comparison Chart   |  |  |
| 49       | Ms. Gentry provided an overview of the structure of how licenses and agreements can be set up   |  |  |
| 50       | and decided by the Board, advising they have flexibility to decide if it is an overriding public purpose.                               |  |  |
| 51       | Ms. Gentry stated that some documents are over 20 years old and unless direct she would not look into                                   |  |  |
| 52       | the Bond impact.  |  |  |
| 53       |   |  |  |
| 54       | B. Consideration of Turn Bar Contract   |  |  |
| 55       | The Board expressed the need and their desire to keep The Turn Bar.   |  |  |
| 56       | On MOTION by Mr. Loar, seconded by Mr. Watkins, with all in favor, motion   |  |  |
| 57       | to add an addendum for first right of refusal for The Turn Bar and renew the  |  |  |
| 58<br>50 | current terms, carried.   |  |  |
| 59       | C. Davisan & Administration Office Viscous  |  |  |
| 60       | C. Review of Administrative Office License  |  |  |
| - 1      |   |  |  |
| 61<br>62 | Reviewed by the Board with further review to be arranged at a later date.   |  |  |

91 92

93

| 63 | D. Review of Building Maintenance Lease Agreement   |  |
|----|---|--|
| 64 | Reviewed by the Board with further review to be arranged at a later date.                           |  |
| 65 |   |  |
| 66 | E. Review of Driving Range Putting Green Lease  |  |
| 67 | Reviewed by the Board with further review to be arranged at a later date.                           |  |
| 68 |   |  |
| 69 | F. Review of Proshop License  |  |
| 70 | Reviewed by the Board with further review to be arranged at a later date.                           |  |
| 71 |   |  |
| 72 | G. Review of Well Electricity Cost Share  |  |
| 73 | Mr. Loar stated that the CDD has already received ten non-ad valorem payments from the HO.          |  |
| 74 | that cover all incidental expenses such as water, electricity, sewage, etc                          |  |
| 75 |   |  |
| 76 | H. Review of Storage Area License   |  |
| 77 | Reviewed by the Board with further review to be arranged at a later date.                           |  |
| 78 |   |  |
| 79 | I. Review of Davey Commercial Landscape Services  |  |
| 80 | Discussion ensued regarding the issues with the landscape contractual obligations not being         |  |
| 81 | met. Mr. Lewis voiced his displeasure with the way the bushes on US 41 look. Mr. Loar suggeste      |  |
| 82 | setting up face-to-face meetings with Davey Landscaping to discuss issues. Also setting up a system |  |
| 83 | similar to the one used by the HOA on their website for reporting landscaping issues.               |  |
| 84 |   |  |
| 85 | Ms. Gentry will be sending a form letter to withhold payment until the issues are resolved.         |  |
| 86 |   |  |
| 87 | FIFTH ORDER OF BUSINESS Supervisors' Requests   |  |
| 88 | Mr. Lewis voiced his dissatisfaction with Accurate Electronics response time in completing the      |  |
| 89 | front-gate project. Discussion ensued regarding the poor design and quality and items needing to be |  |
| 90 | addressed.  |  |

On MOTION by Mr. Loar, seconded by Mr. Lewis, with all in favor,

motion to remove Accurate Electronics, carried.

| 94  | Ms. Gentry requested that the Accurate Electronics Contract be sent to her for review to ensure |               |  |
|-----|---|---------------|--|
| 95  | that we are following proper procedures prior to the termination letter being sent to them.     |               |  |
| 96  |   |               |  |
| 97  | Mr. Loar requested quotes for janitorial services.  |               |  |
| 98  |   |               |  |
| 99  | Mr. Watkins requested we modify with dates and signatures the additional contracts discussed    |               |  |
| 100 | at this meeting.  |               |  |
| 101 |   |               |  |
| 102 | Ms. Cross requested no dumping signs be placed at the back of the dumpster.                     |               |  |
| 103 |   |               |  |
| 104 | Mr. Lewis stated the need to install a camera at the dog park.                                  |               |  |
| 105 |   |               |  |
| 106 | SIXTH ORDER OF BUSINESS   | Adjournment   |  |
| 107 | There being nothing further, the Board adjourned the meeting at 11:16 a.m.                      |               |  |
| 108 |   |               |  |
| 109 |   |               |  |
| 110 |   |               |  |
| 111 | Wendi McAnn   | Jimmy Allison |  |
| 112 | District Manager  | Chairperson   |  |
|     |   |               |  |