

# **Grand Hampton Community Development District**

Board of Supervisors' Regular Meeting April 6, 2023

> District Office: 5020 W. Linebaugh Ave Ste 240 Tampa, Florida 33624 813.933.5571

www.grandhamptoncdd.org

# GRAND HAMPTON COMMUNITY DEVELOPMENT DISTRICT AGENDA

at the Grand Hampton Clubhouse, located at 8301 Dunham Station Drive, Tampa, FL 33647

**District Board of Supervisors** Mercedes Tutich Chairman

Shawn Cartwright Vice Chairman

Joe Farrell Assistant Secretary
Alicia Stremming Assistant Secretary
Assistant Secretary

Andrew Tapp Assistant Secretary

**District Manager** Daryl Adams Rizzetta & Company, Inc.

**District Attorney** Mark Straley Straley, Robin & Vericker

**District Engineer** Rick Schappacher Schappacher Engineering

## All cellular phones and pagers must be turned off during the meeting.

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

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

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

# GRAND HAMPTON COMMUNITY DEVELOPMENT DISTRICT DISTRICT OFFICE - Tampa, Florida 33625 (813) 994-1001 MAILING ADDRESS – 3434 Colwell Ave, Suite 200, Tampa, Florida 33614 www.grandhamptoncdd.org

March 30, 2023

Board of Supervisors Grand Hampton Community Development District

#### **FINAL AGENDA**

Dear Board Members:

7.

8.

SUPERVISOR REQUESTS

**ADJOURNMENT** 

The Grand Hampton Community Development District regular meeting of the Board of Supervisors will be held on **Thursday**, **April 6**, **2023 at 3:00 p.m.** to be conducted at the Grand Hampton Clubhouse, located at 8301 Dunham Station Drive, Tampa, FL 33647. The following is the agenda for this meeting:

1.	CALL TO ORDER/ROLL CALL
2.	PLEDGE OF ALLEGIANCE
3.	AUDIENCE COMMENTS
4.	STAFF REPORTS
	A. District Counsel
	B. Presentation of Aquatics Report
	<ol> <li>Review of Waterway Inspection Report for</li> </ol>
	March 2023Tab 1
	2. Consideration of Aquatic Planting Proposal
	3. Consideration of the Revised Aquatics Renewal Contract. Tab 3
	C. Field Inspection Report
	D. District Engineer
	1. Consideration of Pond Bank Repair Proposals Tab 4
	E. District Manager
	1. Presentation of March District Manager Report
_	and Monthly Financial Statement
5.	BUSINESS ITEMS
	A. Consideration of Update HOA Tree Replacement ProposalTab 6
	<b>B.</b> Discussion of Time Limitations on Supervisor Debates
	C. Discussion of FY 2023-2024 Budget
6.	BUSINESS ADMINISTRATION
	A. Consideration of Minutes of Board of Supervisors'
	Regular Meeting held on March 2, 2023 Tab 7
	B. Consideration of Operation & Maintenance Expenditures
	For February 2023 Tab 8

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

Sincerely,

Daryl Adams

Daryl Adams District Manager

# Tab 1





# Grand Hampton CDD Waterway Inspection Report

## **Reason for Inspection:**

**Inspection Date:** 2023-03-17

## Prepared for:

Darryl Adams, District Manager Rizzetta & Company 12750 Citrus Park Lane, Suite 115 Tampa, Florida 33625

#### Prepared by:

Nick Margo, Aquatic Biologist

Wesley Chapel Field Office SOLITUDELAKEMANAGEMENT.COM 888.480.LAKE (5253)

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#### **Comments:**

Site looks good

The site is still in good condition with minimal nuisance vegetation and good water clarity.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 2

#### **Comments:**

Treatment in progress

The site was treated the day before the inspection for algae. Allow 7 - 14 days for full results.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Surface algae





## Site: 3

#### **Comments:**

Site looks good

The site is still in good condition with no noted nuisance weed regrowth and no visible algae.

## **Action Required:**

Routine maintenance next visit

## **Target:**





#### **Comments:**

Site looks good

The site is vastly improved with minimal algae and minimal nuisance, shoreline vegetation.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 5

## **Comments:**

Site looks good

The site's water level is receding but it remains in good condition with minimal nuisance vegetation growing into the water column and a good diversity vegetation.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 6

## **Comments:**

Site looks good

The Water level dropped a bit but the site remains in good condition with no nuisance vegetation noted.

## **Action Required:**

Routine maintenance next visit

## **Target:**





#### **Comments:**

Normal growth observed

Some shoreline weed growth like pennywort, torpedograss and alligatorweed has popped up since the water level went down leaving some exposed bank.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Shoreline weeds





## Site: 8

#### **Comments:**

Normal growth observed

The site has different set of algae in it this month that will require reapplication of algaecide.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Surface algae





## Site: 9

## **Comments:**

Site looks good

The site has even less water than last month but remains in good condition with minimal nuisance weed growth.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





February, 2022

March, 2022

#### **Comments:**

Normal growth observed

As the water level drops the submersed slender spikerush is blooming again and will require herbicide re-application for control.

## **Action Required:**

Routine maintenance next visit



Submersed vegetation





## Site: 11

## **Comments:**

Site looks good

The site is in good condition with minimal algae and minimal nuisance, shoreline weeds.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 12

## **Comments:**

Site looks good

The site is in good condition with minimal algae and minimal nuisance, shoreline weeds.

## **Action Required:**

Routine maintenance next visit

## **Target:**





#### **Comments:**

Site looks good

The water level is receding but the site is in good condition with minimal algae compared to the previous inspection.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Surface algae





## Site: 14

#### **Comments:**

Normal growth observed

The water level dropped and there is some new shoots of torpedograss from the decaying stems that were underwater last month.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Torpedograss





## Site: 15

## **Comments:**

Normal growth observed

The site has some green filamentous algae regrowth that will require algaecide application.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Surface algae





#### **Comments:**

Requires attention

The site has a pretty significant algae bloom occurring that is only amplified by a slender spikerush bloom in the water column.

## **Action Required:**

Routine maintenance next visit



Submersed vegetation





## Site: 17

#### **Comments:**

Normal growth observed

The site has some surface algae in areas that contain torpedograss decay.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Surface algae





## **Site:** 18

## **Comments:**

Site looks good

The site still remains in good condition with minimal issues affecting the site at time of inspection.

## **Action Required:**

Routine maintenance next visit

## **Target:**





#### **Comments:**

Normal growth observed

The site has some seasonal algae and shoreline weed growth that will require treatment for control.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Surface algae





## **Site:** 20

## **Comments:**

Site looks good

The site still has a good amount of decay but there is no nuisance weed regrowth observed.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 21

## **Comments:**

Normal growth observed

The site has some algae blooming along most of the perimeter.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Surface algae





#### **Comments:**

Site looks good

The water level recedes a bit but the site is vastly improved with the algae greatly reduced since the last inspection.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 23

## **Comments:**

Site looks good

A lot of torpedograss decay but a lot less regrowth and reduced algae so hopefully this site trends up.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 24

## **Comments:**

Site looks good

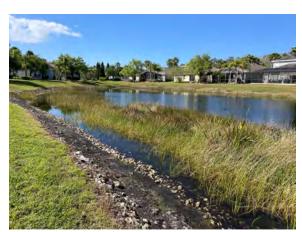
The site's water level has reduced a lot but the site remains in good condition with no noted algae and no nuisance, shoreline vegetation regrowth.

## **Action Required:**

Routine maintenance next visit

## **Target:**





#### **Comments:**

Normal growth observed

The site still has some torpedograss regrowth along the perimeter within the Gulf Spikerush that will require reapplication of herbicide.

## **Action Required:**

Routine maintenance next visit



Torpedograss





## Site: 26

## **Comments:**

Site looks good

The site remains in good condition with minimal issues.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 27

## **Comments:**

Normal growth observed

It looks like a lot of the torpedograss decay led to some surface algae that will require algaecide application.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Surface algae





#### **Comments:**

Site looks good

Reduced algae from the previous month. The site is in overall good condition.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 29

## **Comments:**

Site looks good

The site has some noticeable decay from the previous treatment but is in overall good condition with minimal new growth. It was recently treated for spatterdock.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 30

## **Comments:**

Site looks good

The site continues to remain in good condition no new algae or shoreline weed growth and good water clarity.

## **Action Required:**

Routine maintenance next visit

## **Target:**





#### **Comments:**

Site looks good

The site is in good condition with minimal algae, minimal nuisance, shoreline weeds, and good water clarity

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 32

#### **Comments:**

Site looks good

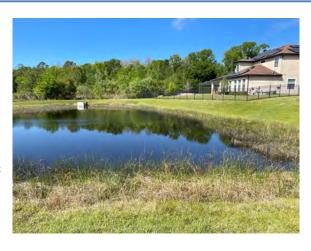
The site remains in good condition with minimal nuisance weeds, has good water clarity, and a healthy stand of Gulf Spikerush along the perimeter.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 33

## **Comments:**

Site looks good

I know you've had complaints from a homeowner but the site is in really good condition with minimal nuisance vegetation and good diversity of beneficials.

## **Action Required:**

Routine maintenance next visit

## **Target:**





#### **Comments:**

Normal growth observed

The site has some algae and Hydrilla along the perimeter that will require a boat for successful treatment.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Submersed vegetation





## Site: 35

#### **Comments:**

Normal growth observed

The site has some seasonal algae and shoreline weed growths

## **Action Required:**

Routine maintenance next visit

## **Target:**

Surface algae





## Site: 36

## **Comments:**

Normal growth observed

The site contains some bright green seasonal algae growth along the perimeter.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Surface algae





## **Comments:**

Site looks good

The site is in good condition with minimal algae, no noted spatterdock and good water clarity.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 38

## **Comments:**

Site looks good

The site remains in good condition with a manageable amount of spatterdock and minimal nusiance shoreline vegetation.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 39

## **Comments:**

Site looks good

The site remains free of any algae regrowth or nuisance, shoreline weeds.

## **Action Required:**

Routine maintenance next visit

## **Target:**





## **Comments:**

Site looks good

The site continues to remain in good condition with minimal issues noted.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 41

## **Comments:**

Site looks good

The site remains in good condition with a good diversity of native vegetation and minimal nuisance species growth.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 42

## **Comments:**

Site looks good

The site is still in good condition with no submersed weed rebound growth.

## **Action Required:**

Routine maintenance next visit

## **Target:**





#### **Comments:**

Site looks good

The site is in good condition with minimal algae and submersed weeds.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 44

#### **Comments:**

Normal growth observed

The site still has some submersed algae that will need to be treated but much reduced spatterdock.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Surface algae





## Site: 45

#### **Comments:**

Normal growth observed

The water level is receding a bit from the high water mark so there is some seasonal shoreline vegetation that will require herbicide application.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Shoreline weeds





## **Comments:**

Site looks good

The site is mostly dry again but remains in good condition with minimal nuisance species growth.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 47

#### **Comments:**

Site looks good

The site remains in good condition with minimal issues currently affecting the site.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Species non-specific





## Site: 48

## **Comments:**

Normal growth observed

A lot of spatterdock has popped up as the water level goes down.

## **Action Required:**

Routine maintenance next visit

## **Target:**

Floating Weeds





#### **Comments:**

Normal growth observed

The site has a significant amount of algae again and will require reapplication.

## **Action Required:**

Routine maintenance next visit





Target.			
Surface algae			
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Site:			
Bite.			
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	Management St	ummarv	

A lot of the water levels are going down as we head into the drier portion of the year. You may see some exposed pond banks and terrestrial new growth. This also has a tendency to escalate some algae issues when you consider people are fertilizing their yards pretty hard right now.

Sites 2, 8, 15, 16, 17, 19, 21, 27, 35, 36, 44 & 49 all have algae. Unfortunately, none of it seems seasonal. Its all sites that have some harder to treat regrowth. Site 2 was treated the same week as the inspection so it might look better right now. The rest have been treated within the last month and have follow up treatments planned.

Now is also a great time of year for submersed weeds, they love shallow water. We see some slender spikerush in sites 10, 16 & 25, while we are seeing some hydrilla in the big site, 34. Site 10 need a reapplication of systemic while the others most likely need some contact herbicides to control the issues.

Surprisingly with the exposed banks, we have very little nusiance, shoreline weed growth with only some seasonal weeds such as torpedograss and pennywort seen on sites 7, 14 & 45 that give me any concern. We have also checked out site 33, which has had a few complaints from the same homeowner over the past few months. The pond looks great in my professional opinion. After the first complaint, we cleared most of the lilies out. Whatever algae and grasses there are, which is nominal, is normal monthly growth and not located in this area of the site. You can see in the inspection we can't even note any algae or active shoreline weeds like torpedograss growing.

I think this is another case of a homeowner opinion on the native vegetation the CDD had planted a few years ago, unless the homeowner wants to be more specific about what they think weeds are. When things like this come from me, most homeowners' just assume it is a lack of us wanting to do the work. We can all go look at it, but unless the board is unhappy with the site and/or wants to start spraying it out, I don't think the homeowner is going to get the outcome they desire.

Thank You For Choosing SOLitude Lake Management!

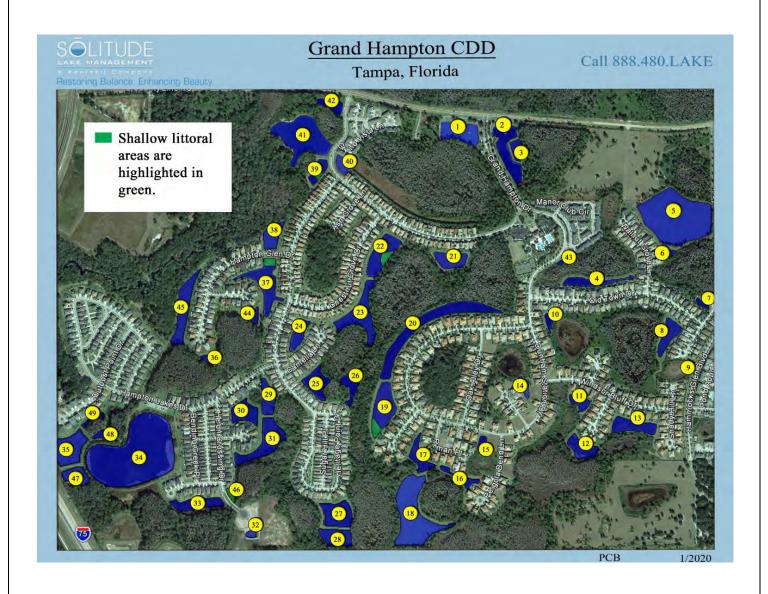
Site	Comments	Target	Action Required
1	Site looks good	Species non-specific	Routine maintenance next visit
2	Treatment in progress	Surface algae	Routine maintenance next visit
3	Site looks good	Species non-specific	Routine maintenance next visit
4	Site looks good	Species non-specific	Routine maintenance next visit
5	Site looks good	Species non-specific	Routine maintenance next visit
6	Site looks good	Species non-specific	Routine maintenance next visit
7	Normal growth observed	Shoreline weeds	Routine maintenance next visit
8	Normal growth observed	Surface algae	Routine maintenance next visit
9	Site looks good	Species non-specific	Routine maintenance next visit
10	Normal growth observed	Submersed vegetation	Routine maintenance next visit
11	Site looks good	Species non-specific	Routine maintenance next visit
12	Site looks good	Species non-specific	Routine maintenance next visit
13	Site looks good	Surface algae	Routine maintenance next visit
14	Normal growth observed	Torpedograss	Routine maintenance next visit
15	Normal growth observed	Surface algae	Routine maintenance next visit
16	Requires attention	Submersed vegetation	Routine maintenance next visit
17	Normal growth observed	Surface algae	Routine maintenance next visit
18	Site looks good	Species non-specific	Routine maintenance next visit
19	Normal growth observed	Surface algae	Routine maintenance next visit
20	Site looks good	Species non-specific	Routine maintenance next visit
21	Normal growth observed	Surface algae	Routine maintenance next visit
22	Site looks good	Species non-specific	Routine maintenance next visit
23	Site looks good	Species non-specific	Routine maintenance next visit

Site	Comments	Target	Action Required
24	Site looks good	Species non-specific	Routine maintenance next visit
25	Normal growth observed	Torpedograss	Routine maintenance next visit
26	Site looks good	Species non-specific	Routine maintenance next visit
27	Normal growth observed	Surface algae	Routine maintenance next visit
28	Site looks good	Species non-specific	Routine maintenance next visit
29	Site looks good	Species non-specific	Routine maintenance next visit
30	Site looks good	Species non-specific	Routine maintenance next visit
31	Site looks good	Species non-specific	Routine maintenance next visit
32	Site looks good	Species non-specific	Routine maintenance next visit
33	Site looks good	Species non-specific	Routine maintenance next visit
34	Normal growth observed	Submersed vegetation	Routine maintenance next visit
35	Normal growth observed	Surface algae	Routine maintenance next visit
36	Normal growth observed	Surface algae	Routine maintenance next visit
37	Site looks good	Species non-specific	Routine maintenance next visit
38	Site looks good	Species non-specific	Routine maintenance next visit
39	Site looks good	Species non-specific	Routine maintenance next visit
40	Site looks good	Species non-specific	Routine maintenance next visit
41	Site looks good	Species non-specific	Routine maintenance next visit
42	Site looks good	Species non-specific	Routine maintenance next visit
43	Site looks good	Species non-specific	Routine maintenance next visit
44	Normal growth observed	Surface algae	Routine maintenance next visit
45	Normal growth observed	Shoreline weeds	Routine maintenance next visit
46	Site looks good	Species non-specific	Routine maintenance next visit

## Grand Hampton CDD Waterway Inspection Report

2023-03-17

Site	Comments	Target	Action Required
47	Site looks good	Species non-specific	Routine maintenance next visit
48	Normal growth observed	Floating Weeds	Routine maintenance next visit
49	Normal growth observed	Surface algae	Routine maintenance next visit



# Tab 2



#### **SERVICES CONTRACT**

**CUSTOMER NAME: Grand Hampton CDD** 

SUBMITTED TO: Darryl Adams

CONTRACT DATE: February 17, 2023

SUBMITTED BY: Jason Jasczak

SERVICES: 2023 Planting

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. <u>PAYMENT TERMS.</u> The total fee for services is **\$17,992.40**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. <u>TERM AND EXPIRATION.</u> This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.



4. <u>DISCLAIMER.</u> SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.



- 6. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 7. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 8. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
- 9. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
- 10. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 11. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 12. <u>FUEL/TRANSPORTATION SURCHARGE</u>. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
- 13. <u>E-Verify</u>. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Virginia Beach, VA 23453



Please Mail All Contracts to:  2844 Crusader Circle, Suite 450	
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Remit All Payments to:	Customer's Address for Notice Purposes:
Date:	Date:
Title:	Title:
Printed Name:	Printed Name:
Signature:	Signature:
SOLITUDE LAKE MANAGEMENT, LLC.	Grand Hampton CDD
ACCEPTED AND APPROVED:	



#### **SCHEDULE A - SERVICES**

Pond	Pickerelweed	Duck Potato	Gulf Spike Rush	Total	Littoral Shelf Plantin	Perimeter Planting
2	800	800	900	2,500	Yes	No
8	300	300	600	1,200	No	Yes
16	350	350	800	1,500	No	Yes
20	700	700	1,100	2,500	No	Yes (H/O side only)
21	175	175	400	750	No	Yes
35	400	400	600	1,400	No	Yes
36	125	125	210	460	No	Yes
39	150	150	300	600	No	Yes
40	150	150	300	600	No	Yes
42	150	150	200	500	No	Yes (non wild side only,
45	800	800	900	2,500	No	Yes

#### **AQUATIC VEGETATION INSTALLATION**

## <u>Aquatic Vegetation Installation:</u>

- 1. Contractor will install the following aquatic vegetation in 4"- 18" of water:
- 2. This plant species is suited to live and thrive in water less than 24" in depth.
- 3. Contractor will plant the vegetation within the littoral shelf and pond perimeter.
- 4. All plants will be spaced 10-12 inches apart.
- 5. Contractor will clean up after themselves and leave the work site with minimal disturbance to its natural appearance.
- 6. Contractor will not be responsible for the protection of the plants from predation by deer, geese or any other wildlife.
- 7. Contractor is responsible for the health of the plants upon arrival to the site and will properly transplant the plants taking the health of the plant into consideration throughout the entire processes.
- 8. Contractor is not responsible for the health of the plants following the completion of the transplant process. Young plants may be susceptible to trouble early after planning with harsh weather conditions. Contractor will look to the forecasted weather prior to planting to give the plants best odds of survival, but will not be held responsible for environmental factors that may decrease plant survival rates.



9. Customer understands that these plants are designed to live in an aquatic or wetland environment, and as such, shall take full responsibility for supplemental irrigation or any other care and maintenance that may be required due to weather or other environmental conditions. Contractor is not responsible for any ongoing maintenance or care for the newly installed plants following completion of the installation work.

## Permitting (when applicable):

- 1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

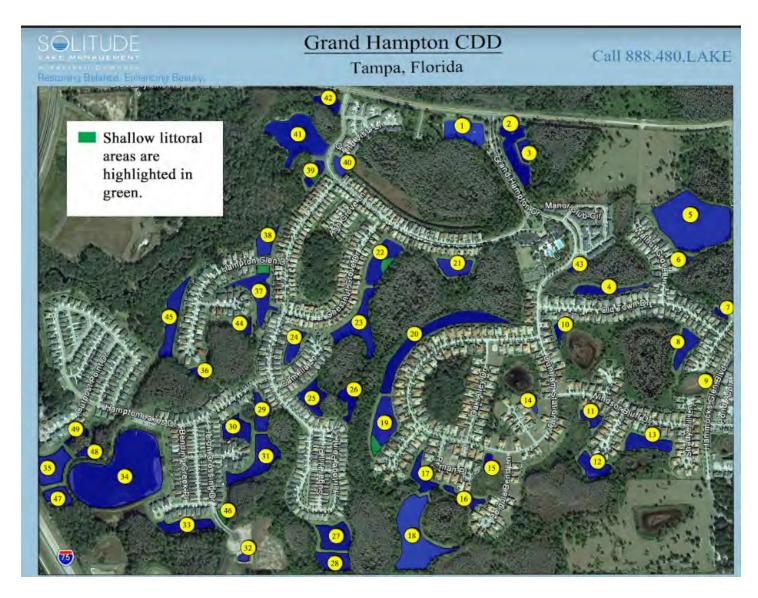
## Customer Responsibilities (when applicable):

- 1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

## **General Qualifications:**

1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.





# Tab 3



#### **SERVICES CONTRACT**

**CUSTOMER NAME: Grand Hampton CDD** 

SUBMITTED TO: Darryl Adams

CONTRACT EFFECTIVE DATE: March 1, 2023, through February 29, 2024

SUBMITTED BY: Camila Morao

SERVICES: Annual Maintenance Service Renewal

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. <u>PAYMENT TERMS.</u> The Annual Contract Price is \$43,716.00. SOLitude shall invoice Customer the total of \$3,643.00 per month for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. <u>TERM AND EXPIRATION.</u> This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to

Services Contract Grand Hampton CDD (5472) - CM Page 2 of 8



by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

- 4. <u>PRICING.</u> The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
- 5. <u>TERMINATION.</u> If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
- 6. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
- 7. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 8. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 9. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

Services Contract Grand Hampton CDD (5472) - CM Page 3 of 8



- 10. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
- 11. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 12. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 13. <u>FUEL/TRANSPORTATION SURCHARGE</u>. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
- 14. <u>DISCLAIMER</u>. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some

Services Contract Grand Hampton CDD (5472) - CM Page 4 of 8



fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

- 15. <u>NONPERFORMANCE</u>. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.
- 16. <u>E-Verify</u>. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Services Contract Grand Hampton CDD (5472) - CM Page 5 of 8



#### ACCEPTED AND APPROVED:

Virginia Beach, VA 23453

SOLITUDE LAKE MANAGEMENT, LLC.	Grand Hampton CDD
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Please Remit All Payments to:	Customer's Address for Notice Purposes:
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Mail All Contracts to:	
2844 Crusader Circle Suite 450	



#### **SCHEDULE A - SERVICES**

#### **Aquatic Weed Control:**

- Lake(s) will be inspected on a five (5) times per month basis during the months of September through April, and on a six (6) times per month basis during the months of May through August.
- 2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
- 3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

#### **Shoreline Weed Control:**

- Shoreline areas, including five (5) Littoral Zones, will be inspected on a five (5) times per month basis during the months of September through April, and on a six (6) times per month basis during the months of May through August.
- 2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
- 3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

#### Lake Algae Control:

- Lake(s) will be inspected on a five (5) times per month basis during the months of September through April, and on a six (6) times per month basis during the months of May through August.
- 2. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.



#### Lake Dye:

Lake Dye will be applied to the pond(s) on a one (1) time per month basis. A
combination of blue and/or black dye will be used as required to maintain a dark
natural water color.

#### Trash Removal:

1. Trash and light debris will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

#### Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

#### Permittina (when applicable):

- 1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

#### Customer Responsibilities (when applicable):

- 1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

Services Contract Grand Hampton CDD (5472) - CM Page 8 of 8



#### General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- 2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

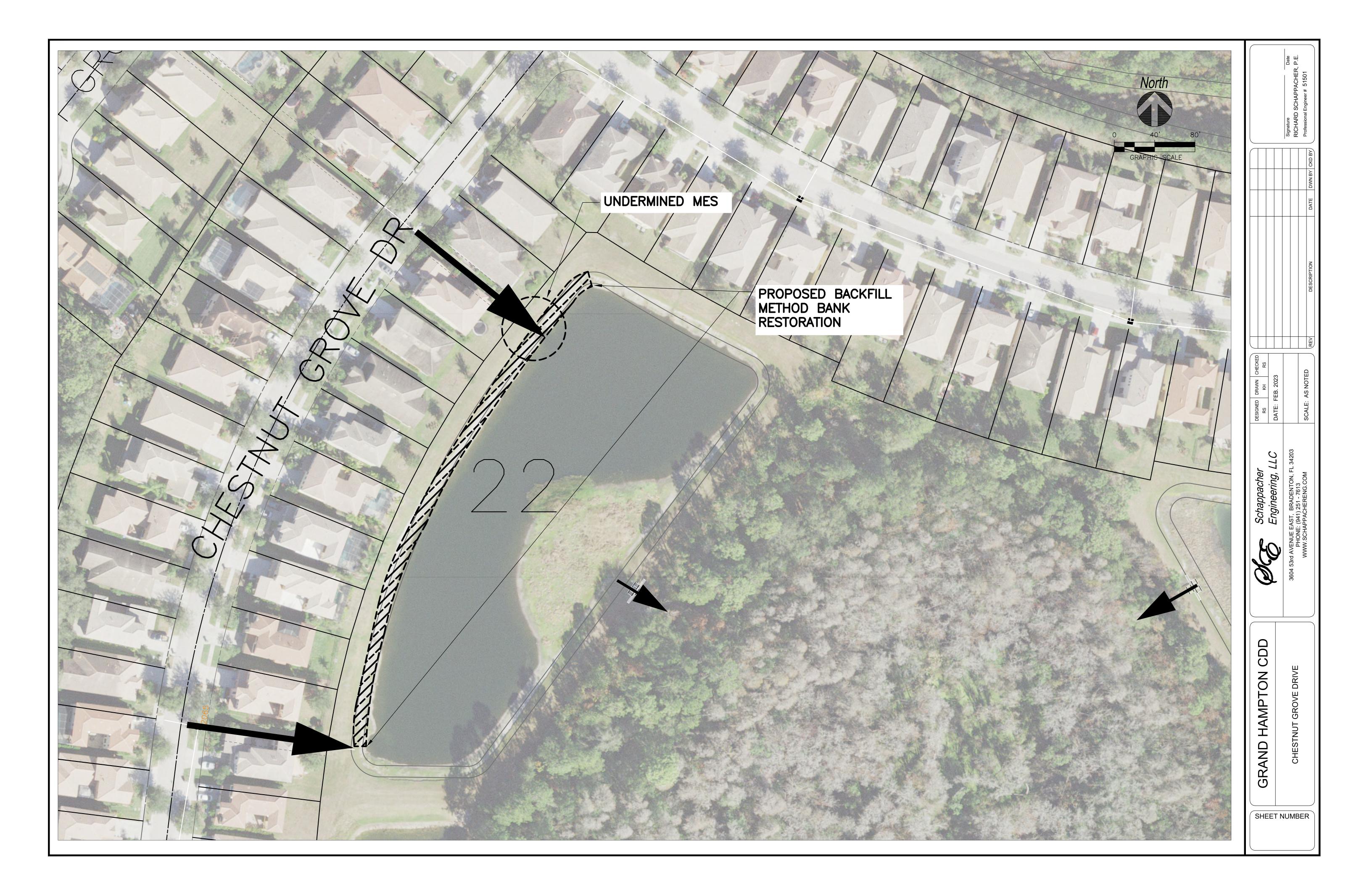
### Tab 4

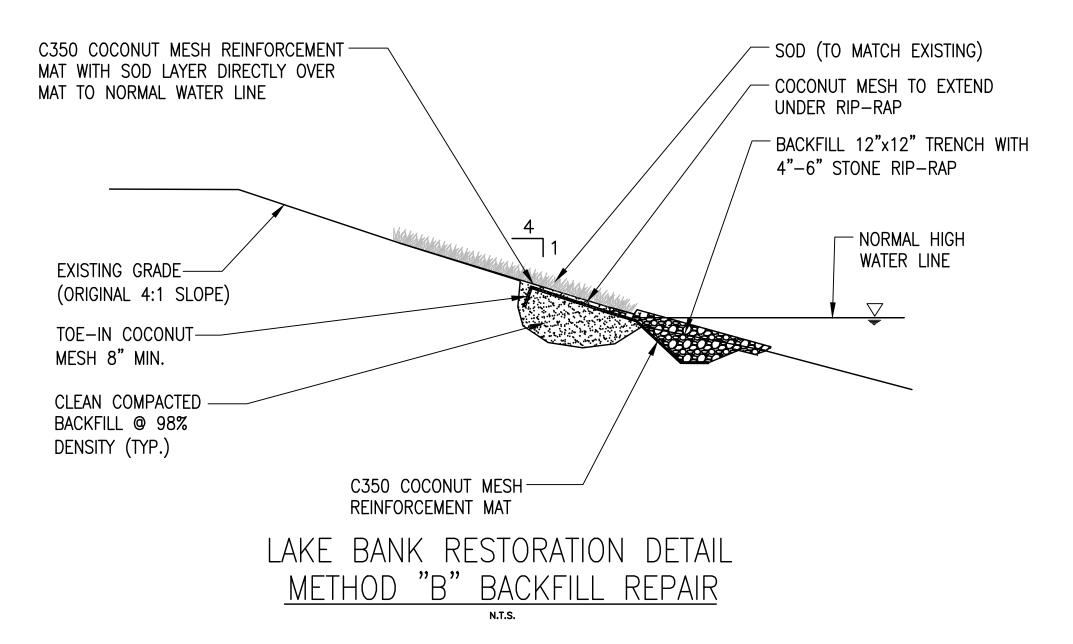
### Exhibit "A"

## Grand Hampton Lake Bank Repairs Bid Tabulation Form 3.17.23

Bid Tabulation Form 3.1/.23  Crosscreek							
			Finn Outdoor		Environmental		
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total
1	Bank Stabilization utilizing Method B, including backfill, compaction, C350 Coconut Mesh Reinforcement Mat, and 4"-6" rip-rap	530	LF	48.00	25,440.00	53.00	28,090.00
2	Backfill & compact undermined mitered end structure	1	LS	350.00	350.00	550.00	550.00
3	Sod (to match existing)	590	SY	9.00	5,310.00	7.50	4,425.00
4	Water sod 3 times per week for 30 days (unless area is adequately watered by rains)	10	DA	250.00	2,500.00	275.00	2,750.00
5*	Access repair	1	LS	2,500.00	2,500.00	1,500.00	1,500.00
6	Miscellaneous cleanup and work	1	LS	1,500.00	1,500.00	1,500.00	1,500.00
			•				
	Total				\$37,600.00		\$38,815.00

includes the necessary backfill and sod for all access areas item 5\*





### GENERAL SITE CONSTRUCTION NOTES

- 1. REFER TO ANY SUPPLEMENTAL BID REQUIREMENTS AND/OR SPECIFICATIONS, IF APPLICABLE.
- 2. ALL CONSTRUCTION SHALL CONFORM TO HILLSBOROUGH COUNTY AND THE SOUTHWEST FLORIDA WATER MANAGEMENT STANDARD REQUIREMENTS, WHERE APPLICABLE.
- 3. IT IS THE CONTRACTOR'S RESPONSIBILITY, PRIOR TO BIDDING, TO INSPECT THE JOB SITE AND BECOME TOTALLY FAMILIAR WITH THE PLANS AND THEIR INTENT. SHOULD THERE BE ANY QUESTIONS, THE CONTRACTOR SHALL INQUIRE FOR CLARIFICATION.
- 4. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS SHOWN ON THE PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT CONSTRUCTION. SHOULD APPARENT DISCREPANCIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO OBTAIN THE ENGINEER'S CLARIFICATION BEFORE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
- 5. THE ENGINEER RESERVES THE RIGHT TO ADJUST THE LOCATION OF PROPOSED IMPROVEMENTS TO MEET FIELD CONDITIONS, AS NECESSARY. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AS REQUIRED TO PROPERLY ACCOMMODATE ANY MODIFICATIONS.
- 6. THE CONTRACTOR SHALL PROTECT ALL EXISTING STORM DRAINS, UTILITIES AND OTHER FEATURES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
- 7. ALL RESTORATION WORK PERFORMED THROUGHOUT THE PROJECT SHALL CONFORM TO ORIGINAL DESIGN INTENT AND GRADING UNLESS OTHERWISE NOTED. ALL AREAS SHALL BE GRADED TO ASSURE POSITIVE DRAINAGE. ALL UPLAND AREAS IMPACTED BY CONSTRUCTION SHALL BE SODDED.
- 8. AT THE COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL ASSURE THAT ANY AREAS IMPACTED BY CONSTRUCTION ARE PROPERLY RESTORED TO EQUAL OR BETTER PRE—CONSTRUCTION CONDITION.
- 9. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SITE SAFETY PROGRAMS/PROCEDURES AND THE IMPLEMENTATION AND COMPLIANCE THEREOF.
- 10. THE CONTRACTOR SHALL PROVIDE THE CONSTRUCTION MEANS, METHODS, AND MATERIALS NECESSARY TO PROVIDE COMPLETE AND OPERATIONAL SYSTEMS AS PROPOSED IN THESE PLANS.
- 11. THE CONTRACTOR SHALL PROVIDE ALL REQUIRED FILL, CLEAN AND FREE OF ORGANIC MATERIAL AND OTHER OBJECTIONABLE DEBRIS. FILL NOT MEETING THESE REQUIREMENTS WILL BE DIRECTED TO BE REMOVED AND REPLACED WITH PROPER FILL, AT NO ADDITIONAL COST TO THE OWNER.
- 12. ALL AREAS OF BANK RESTORATION SHALL BE FULLY RESTORED INCLUSIVE OF REQUIRED GEOTUBE, FILTER FABRIC, TURF REINFORCEMENT, BACKFILL, STABILIZATION, COMPACTION, AND SOD FOR ALL RESTORED AREAS DISTURBER BY CONSTRUCTION.

Signature

Signature

RICHARD SCHAPPACHER, P.E.

Professional Engineer # 51501

				CKD BY
				DWN BY CKD BY
				DATE
				NOI
				DESCRIPTION
				REV
FCKFD	RS			

Schappacher Engineering, LLC

S 200

GRAND HAMPTON CDD

SHEET NUMBER

### Tab 5



#### **UPCOMING DATES TO REMEMBER**

Next Meeting: May 4, 2023, at 3:00 pm
 FY 2021-2022 Audit Completion Deadline: June 30, 2023

## District Manager's Report

April 6

2023

FINANCIAL SUMMARY	2/28/2023
General Fund Cash & Investment Balance:	\$443,183
Reserve Fund Cash & Investment Balance:	\$328,681
Debt Service Fund & Investment Balance:	\$1,141,550
Total Cash and Investment Balances:	\$1,903,414
General Fund Expense Variance: \$33,289	Under Budget



## Financial Statements (Unaudited)

February 28, 2023

Prepared by: Rizzetta & Company, Inc.

grandhamptoncdd.org rizzetta.com

Balance Sheet As of 02/28/2023 (In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Gymnt Fund	Fixed Assets Group	Long-Term Debt
Assets						
Cash In Bank	276,569	20,000	838,265	1,134,834	0	0
Investments	156,614	308,681	303,285	768,580	0	0
Accounts Receivable	10,134	0	37,953	48,088	0	0
Due From Other	62,299	0	0	62,299	0	0
Fixed Assets	0	0	0	0	10,535,006	0
Amount Available in Debt Service	0	0	0	0	0	1,179,503
Amount To Be Provided Debt Service	0	0	0	0	0	7,250,497
Total Assets	505,616	328,681	1,179,503	2,013,801	10,535,006	8,430,000
Liabilities						
Accrued Expenses	1,623	0	0	1,623	0	0
Due To Other	0	61,717	0	61,717	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	8,430,000
Total Liabilities	1,623	61,717	0	63,340	0	8,430,000
Fund Equity & Other Credits						
Beginning Fund Balance	352,947	246,299	475,370	1,074,617	0	0
Investment In General Fixed Assets	0	0	0	0	10,535,006	0
Net Change in Fund Balance	151,046	20,665	704,133	875,844	0	0
Total Fund Equity & Other Credits	503,993	266,964	1,179,503	1,950,461	10,535,006	0
Total Liabilities & Fund Equity	505,616	328,681	1,179,503	2,013,801	10,535,006	8,430,000

Statement of Revenues and Expenditures As of 02/28/2023

(In Whole Numbers)		bers)	Num	hole	In W	(
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	(In Whole Numbe	rs)		
	Year Ending	Through	Year To D	ate
	09/30/2023	02/28/2023	02/28/202	23
<del>-</del>	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	2,309	(2,309)
Special Assessments				
Tax Roll	212,033	212,033	213,961	(1,928)
Total Revenues	212,033	212,033	216,270	(4,237)
Expenditures				
Legislative				
Supervisor Fees	10,000	4,167	2,000	2,167
Total Legislative	10,000	4,167	2,000	2,167
Financial & Administrative				
Administrative Services	4,680	1,950	1,950	0
District Management	23,501	9,792	9,792	0
District Engineer	19,800	8,250	703	7,547
Disclosure Report	1,000	416	0	417
Trustees Fees	6,556	6,556	3,750	2,806
Assessment Roll	5,200	5,200	5,200	0
Financial & Revenue Collections	5,200	2,167	2,167	0
Accounting Services	16,562	6,901	6,900	0
Auditing Services	3,300	0	0	0
Public Officials Liability Insurance	3,730	3,730	3,341	389
Legal Advertising	3,000	1,250	0	1,250
Dues, Licenses & Fees	175	175	175	0
Miscellaneous Fees	500	208	0	209
Website Hosting, Maintenance, Backup &	3,000	1,250	1,269	(19)
Email Total Financial & Administrative	96,204	47,845	35,247	12,599
Legal Counsel				
District Counsel	14,405	6,217	830	5,387
Total Legal Counsel	14,405	6,217	830	5,387
Stormwater Control				
Aquatic Maintenance	43,544	18,143	17,515	628
Lake/Pond Bank Maintenance & Repair	2,000	834	0	833
Aquatic Plant Replacement	19,615	8,173	0	8,173
Stormwater System Maintenance	2,500	1,041	0	1,042
Miscellaneous Expense	500	209	0	208
Total Stormwater Control	68,159	28,400	17,515	10,884
Total Stormwater Control	00,139	40 <del>,4</del> 00	17,313	10,004

Statement of Revenues and Expenditures  $As\ of\ 02/28/2023$ 

(In Whole Numbers)

	Year Ending	Through	Year T	o Date
	09/30/2023	02/28/2023	02/28	/2023
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Other Physical Environment				
Property Insurance	364	364	334	30
General Liability Insurance	3,391	3,391	3,038	353
Landscape Maintenance	4,000	1,666	1,950	(283)
Total Other Physical Environment	7,755	5,421	5,322	100
Parks & Recreation				
Management Contract	15,510	6,463	4,311	2,152
Total Parks & Recreation	15,510	6,463	4,311	2,152
Total Expenditures	212,033	98,513	65,225	33,289
Total Excess of Revenues Over(Under) Expen-	0	113,520	151,045	(37,525)
ditures		113,320	131,043	(37,323)
Fund Balance, Beginning of Period	0	0	352,948	(352,948)
Total Fund Balance, End of Period	0	113,520	503,993	(390,473)

Statement of Revenues and Expenditures
As of 02/28/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 02/28/2023	Year To 02/28/	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	665	(665)
Special Assessments				
Tax Roll	20,000	20,000	20,000	0
Total Revenues	20,000	20,000	20,665	(665)
Expenditures				
Contingency				
Capital Reserve	20,000	20,000	0	20,000
Total Contingency	20,000	20,000	0	20,000
Total Expenditures	20,000	20,000	0	20,000
Total Excess of Revenues Over(Under) Expenditures	0	0	20,665	(20,665)
Fund Balance, Beginning of Period	0	0	246,299	(246,299)
Total Fund Balance, End of Period	0	0	266,964	(266,964)

#### 770 Debt Service Fund S2014

#### **Grand Hampton Community Development District**

Statement of Revenues and Expenditures
As of 02/28/2023
(In Whale Numbers)

(In Whole	Numbers)
-----------	----------

	Year Ending	Through	Year To D	ate
	09/30/2023	02/28/2023	02/28/202	23
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	3,916	(3,916)
Special Assessments				
Tax Roll	636,654	636,654	641,940	(5,286)
Total Revenues	636,654	636,654	645,856	(9,202)
Expenditures				
Debt Service				
Interest	256,654	256,654	132,413	124,242
Principal	380,000	380,000	0	380,000
Total Debt Service	636,654	636,654	132,413	504,242
Total Expenditures	636,654	636,654	132,413	504,242
Total Excess of Revenues Over(Under) Expenditures	0	0	513,443	(513,443)
ditules				
Fund Balance, Beginning of Period	0	0	368,357	(368,357)
Total Fund Balance, End of Period	0	0	881,800	(881,800)
· -			<u> </u>	<u> </u>

#### 770 Debt Service Fund S2016

#### **Grand Hampton Community Development District**

Statement of Revenues and Expenditures
As of 02/28/2023
(In Whale Numbers)

(In Whole Numbers)	
Veer Ending	

	Year Ending 09/30/2023	Through 02/28/2023	Year To Date 02/28/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	948	(948)
Special Assessments				
Tax Roll	232,350	232,350	234,280	(1,930)
Total Revenues	232,350	232,350	235,228	(2,878)
Expenditures				
Debt Service				
Interest	87,350	87,350	44,538	42,813
Principal	145,000	145,000	0	145,000
Total Debt Service	232,350	232,350	44,538	187,813
Total Expenditures	232,350	232,350	44,538	187,813
Total Excess of Revenues Over(Under) Expen-	0	0	190,690	(190,690)
ditures				
Fund Balance, Beginning of Period	0	0	107,013	(107,013)
Total Fund Balance, End of Period	0	0	297,703	(297,703)
·				

#### Grand Hampton CDD Investment Summary February 28, 2023

	•	Balance as of	
Account	<u>Investment</u>	<u>Februa</u>	<u>ary 28, 2023</u>
The Bank of Tampa	Money Market Account	\$	5,002
The Bank of Tampa ICS Program:			
Merchants Bank of Indiana	Money Market Account		151,612
	<b>Total General Fund Investments</b>	\$	156,614
The Bank of Tampa Capital Reserve ICS Program:			
Merchants Bank of Indiana	Money Market Account	\$	60,923
Hancock Bank Capital Reserve	Money Market Account		247,758
	Total Reserve Fund Investments	\$	308,681
US Bank Series 2014 Revenue	First American Treasury Obligation Fund Class Z	\$	17,004
US Bank Series 2014 Reserve	First American Treasury Obligation Fund Class Z		222,771
US Bank Series 2014 Prepayment	First American Treasury Obligation Fund Class Z		86
US Bank Series 2016 Revenue	First American Treasury Obligation Fund Class Y		4,895
US Bank Series 2016 Reserve	First American Treasury Obligation Fund Class Y		57,909
US Bank Series 2016 Prepayment	First American Treasury Obligation Fund Class Y		620
	<b>Total Debt Service Fund Investments</b>	\$	303,285

#### Grand Hampton Community Development District Summary A/R Ledger From 02/01/2023 to 02/28/2023

	Fund ID	Fund Name	Customer name	Document num- ber	Date created	Balance Due	AR Account
770, 2699							
	770-001	770 General Fund	Hillborough County Tax Collector	AR00000354	10/01/2022	10,134.08	3 12110
Sum for 770, 26 770, 2701	99					10,134.08	}
	770-200	770 Debt Service Fund S2014	Hillborough County Tax Collector	AR00000354	10/01/2022	27,805.87	12110
Sum for 770, 27 770, 2702	01					27,805.87	•
·	770-201	770 Debt Service Fund S2016	Hillborough County Tax Collector	AR00000354	10/01/2022	10,147.89	12110
Sum for 770, 27 Sum for 7 Sum Tot	70					10,147.89 48,087.84 <b>48,087.8</b> 4	ļ

#### Grand Hampton Community Development District Notes to Unaudited Financial Statements February 28, 2023

#### **Balance Sheet**

- 1. Trust statement activity has been recorded through 02/28/2023.
- 2. See EMMA (Electronic Municipal Market Access) at <a href="https://emma.msrb.org">https://emma.msrb.org</a> for Municipal Disclosures and Market Data.
- 3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

#### <u>Summary A/R Ledger – Payment Terms</u>

4. Payment terms for landowner assessments are (a) defined in the FY22-23 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.

### Tab 6

# Grand Hampton HOA

Request to utilize CDD land for new tree plantings

## **Background of the Project**

- Street Tree maintenance project has started.
- As part of the project 187 trees were recommended for removal from the Association's professional arborist.
- The City of Tampa reviewed all 187 trees to determine which of these trees will be permitted to be removed.
- When trees are permitted to be removed, the City requires at least 1 new tree to be planted.

# **Background of the Project** (cont.)

- The trees were separated in to 4 batches for the City's review.
- The City has reviewed all 4 batches and approved permits for tree removals to include the following
  - Batch A 22
  - Batch B 16
  - Batch C 24
  - Batch D 24
- A total of 86 trees were approved for removal by the City of Tampa.

# **Background of the Project** (cont.)

- The City is requiring 134 new trees be planted to replace the removed trees.
- New trees can be planted anywhere within Grand Hampton that is not fully under the canopy of another tree.
- The HOA's goal is to replant new tree(s) in that same approximate area where a previous tree was removed abutting a home.
  - This is not always possible, however, due to limited space in many of these areas.

# **Background of the Project** (cont.)

- When it is not possible to replant in front of the Lot, then other areas throughout Grand Hampton must be used.
- There is limited space to replant new trees within Grand Hampton.
- We have identified several areas throughout the Association for new trees, but without using CDD property there will not be enough space to replant all the required trees.

## Request

- At the March CDD meeting, the CDD Board approved the HOA planting up to 60 trees on CDD property, contingent on final approval of the locations and types of trees to be used.
- After reviewing all locations and mapping in Grand Hampton, the HOA will need to utilize CDD property for approximately 30-40 trees.

## Request (cont.)

- All the areas identified are currently maintained by the HOAs landscaping crew.
- The HOA will cover all costs of installation for the new trees.
- The HOA will be responsible for all maintenance of the new trees.
- The next slides shows theses areas for the CDD Board's review.
- Tree locations are approximate for illustration purposes. Exact locations will be determined by the hired tree professionals with approval from HOA and CDD.

# Types of trees being proposed (cont.)

- The Association is proposing using the following trees for this project:
  - Oak Trees
  - Southern Magnolias
  - Sweetbay Magnolias
  - American Elms
  - Winged Elms
  - Slash Pines
  - Pond Cypress Trees
- The following slides provide details for the trees.

# **Southern Magnolias**

• 60'-80' ht x 30'-40' spread



• Evergreen. Can be a tad messy



# **Sweetbay Magnolias**

• 40'-50' ht x 15'-25' spread

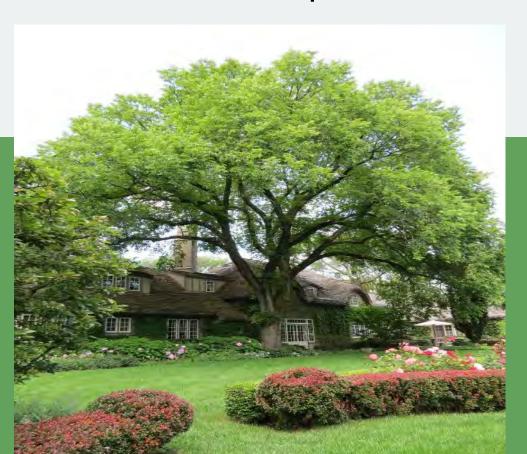


• Evergreen. Fragrant



## **American Elms**

• 70'-90' ht x 50'-70' spread, deciduous

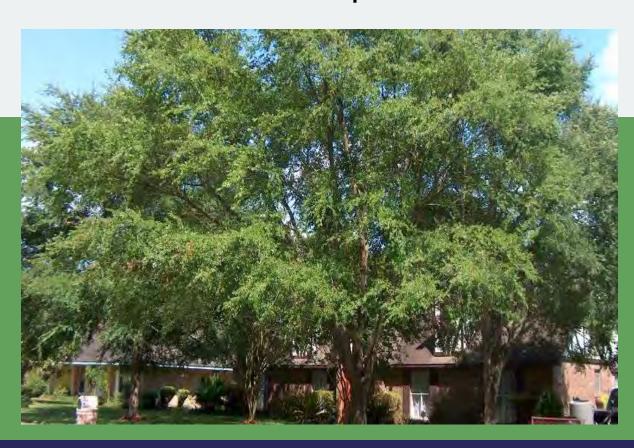


Large root flare when mature



## Winged Elms

• 45'-70' ht x 30'-40' spread; deciduous



New leaves emerge late



### **Slash Pines**

• 75'-100' ht x 35'-50' spread



• Evergreen. Sap after cut, pine cones.



## **Pond Cypress**

• 60'-80' ht x 25' x 35', deciduous

Makes knees in moist soil











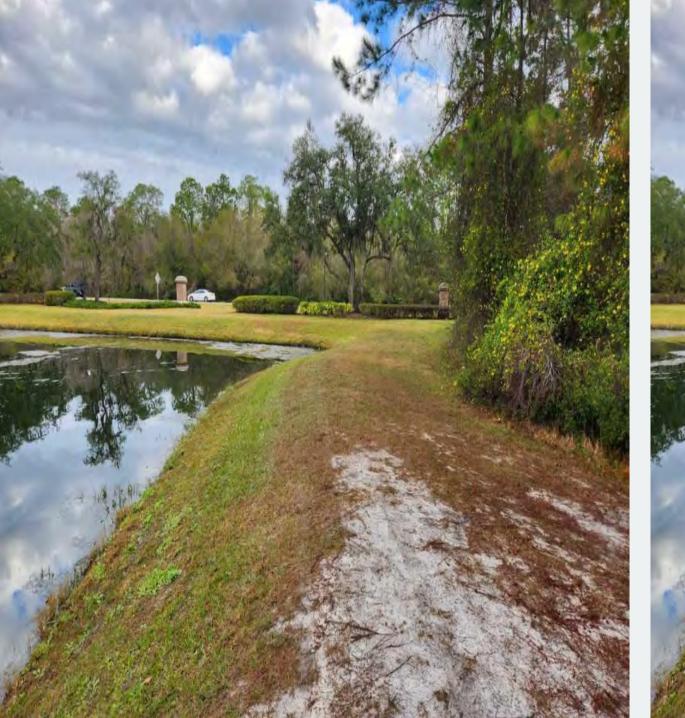
### **Entrance Area**

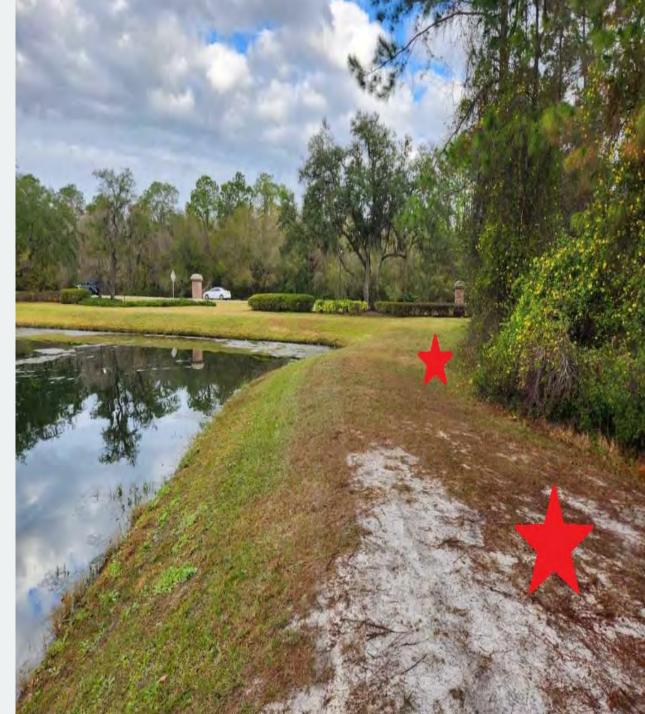
- Propose adding trees along the exit side of the entrance and around pond #2 and #3.
- Good area to add additional trees to line conservation area and add trees to fill gaps along berm areas
- Proposed trees to be Slash Pines and Oak Trees













## Outpost Point Area

- Propose adding trees behind homes on Outpost point in area that borders I-75.
- Good area for trees to help dilute noise from vehicles on the highway.
- Proposed Trees to be Oak Trees,
   American Elms and Winged Elms

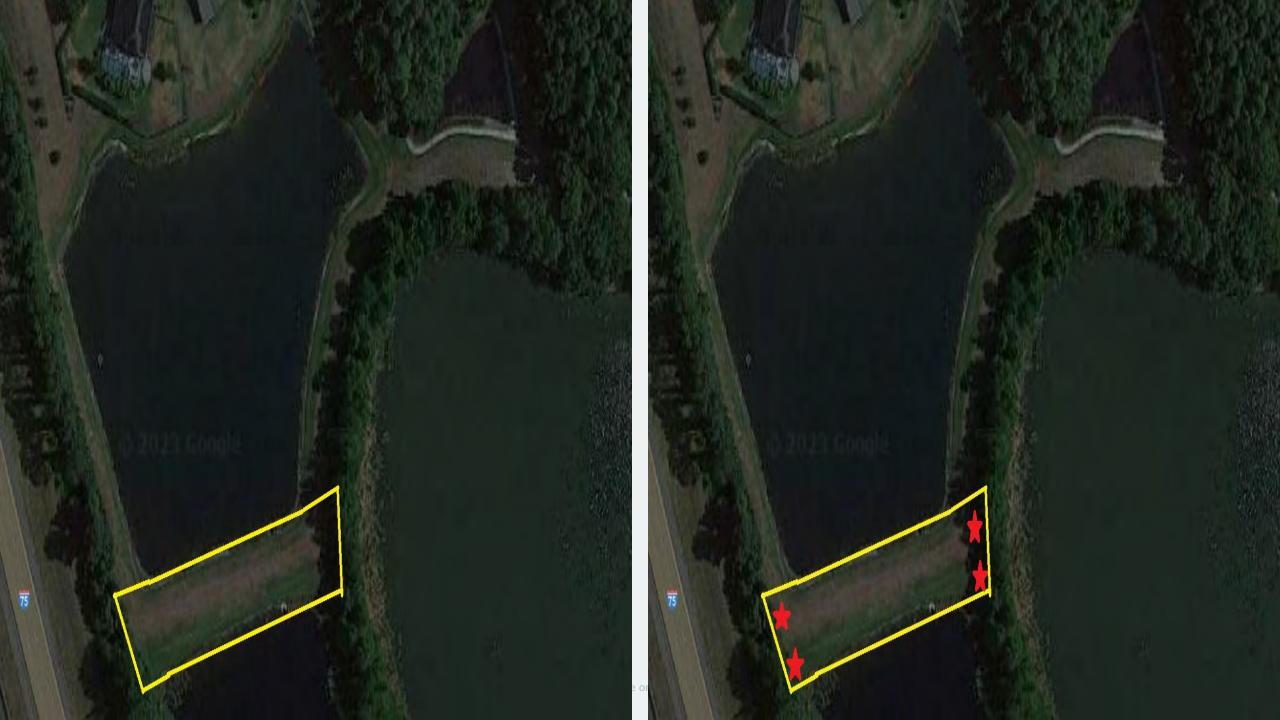






# Outpost Point Pond Area

- Propose adding trees along edge and berm of pond #35 and #47
- Good area for trees to help dilute noise from vehicles on the highway and will add natural aesthetics to the area.
- Proposed Trees Pines trees or Cypress trees.



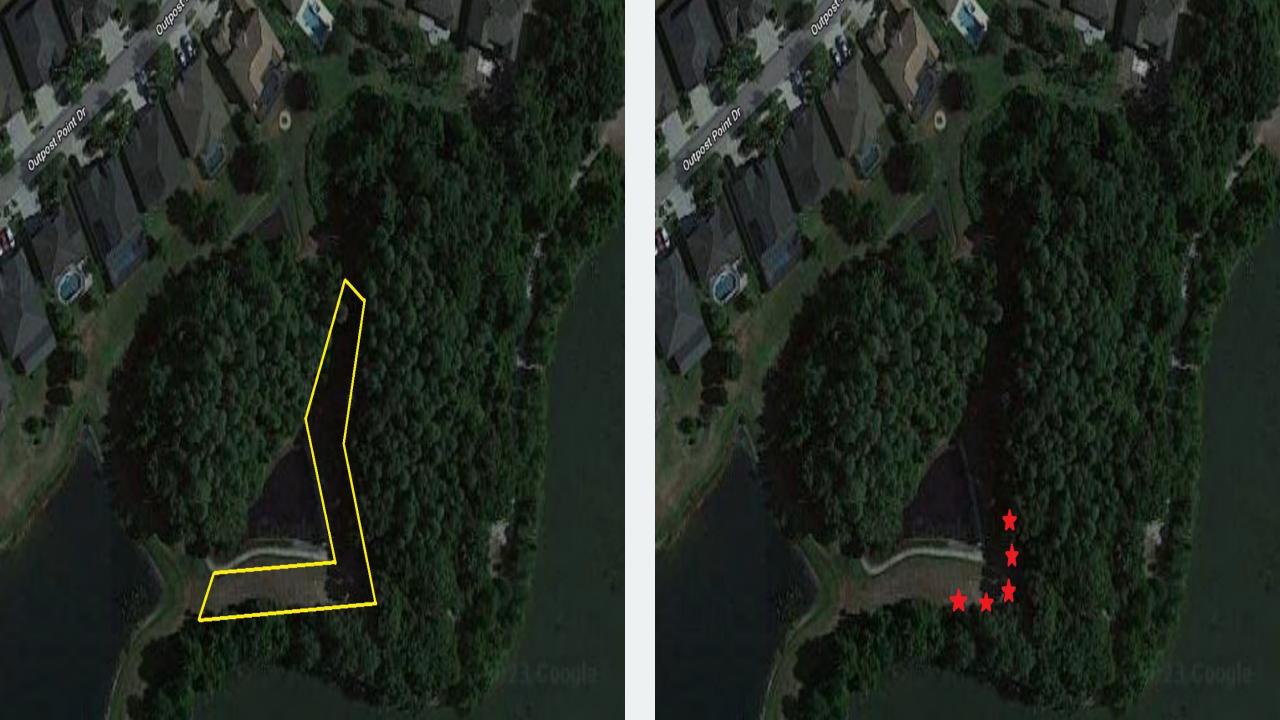






# Outpost Point "Hidden" Pond Area

- Propose adding trees along edge of pond #48
- Good area for trees to add natural aesthetics to the area.
- Area not visible by any homes, but it will add back in natural elements for animals, insects, etc. for the area.
- Proposed trees to be Oak Trees and Pine Trees

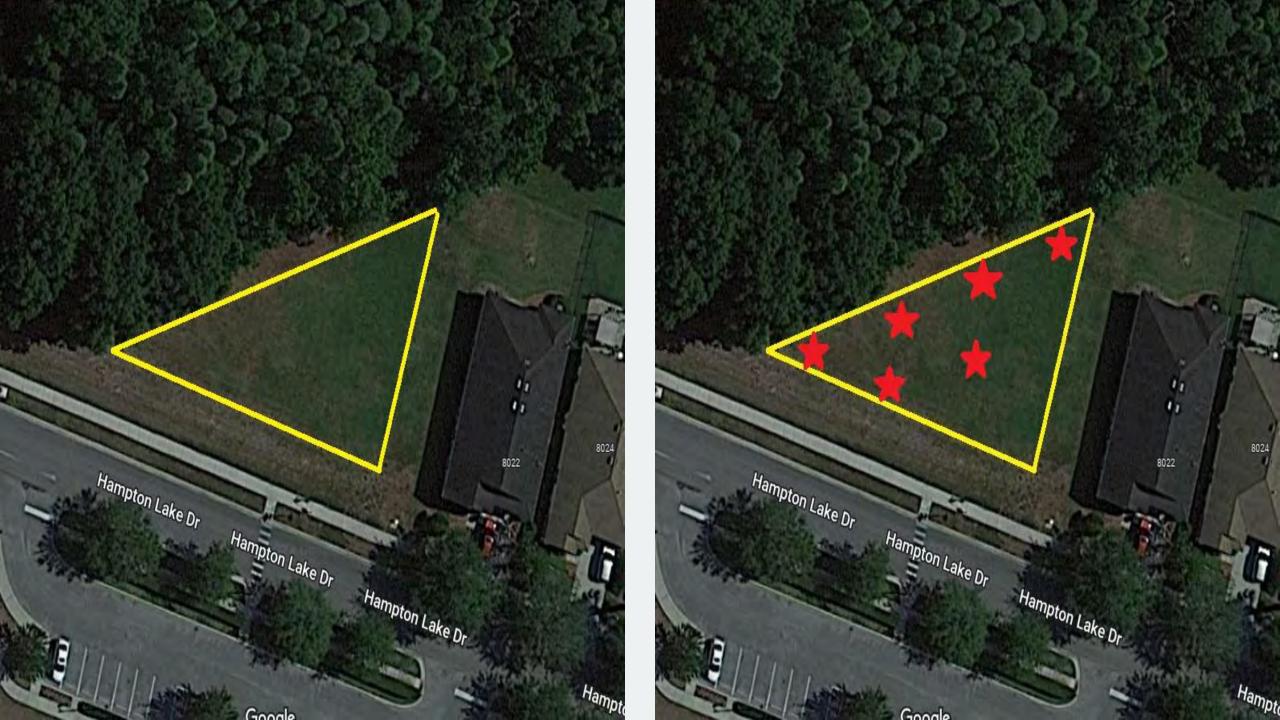






# Lake Hampton Area abutting 8022 Hampton Lake Dr.

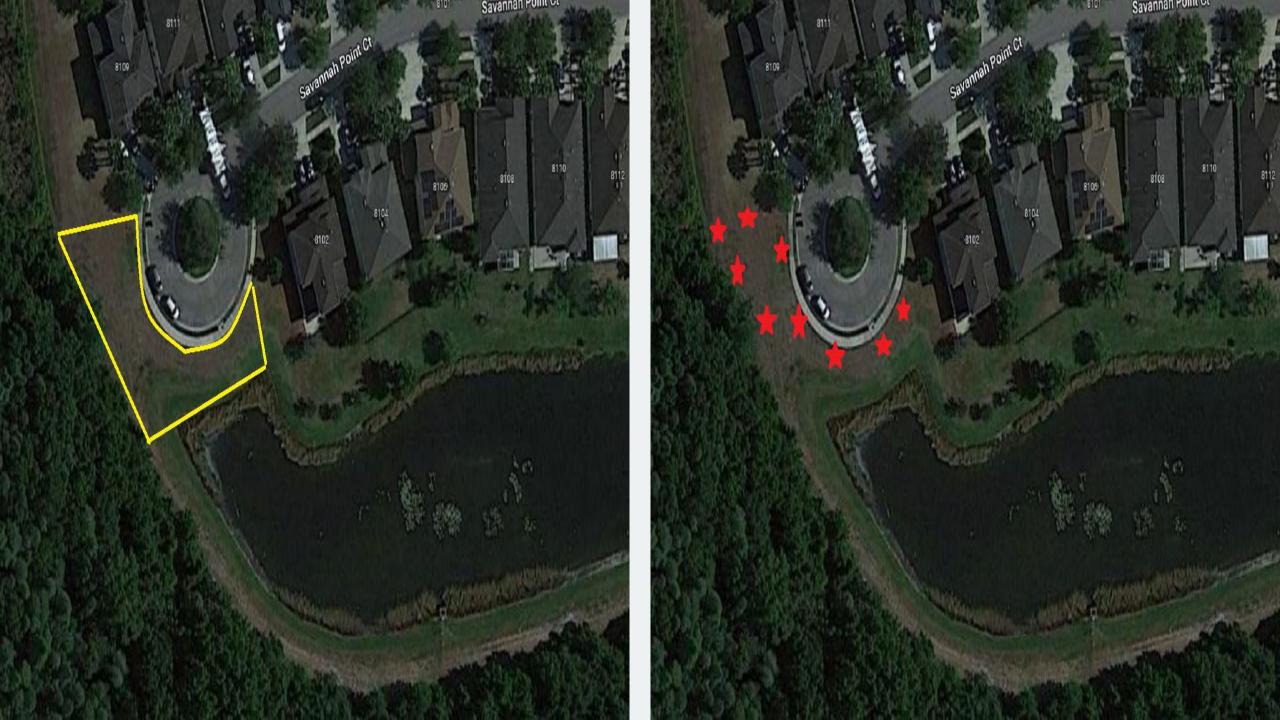
- Propose adding trees in "sunken" area next to 8022 Hampton Lake Dr.
- Good area for trees to add natural aesthetics to an area that is not utilized for any other purpose.
- Area visible by homes and a main roadway which will add to the aesthetics of the area.
- Combination of multiple proposed trees to create decorative tree line along conservation area away from abutting home.





# Savannah Point Culde-sac Area

- Propose adding trees along cul-de-sac at the end of Savannah Point Ct. by pond #33
- Good area for trees to continue along roadway/sidewalk to match the rest of the community.
- Proposed tees to be Winged Elms, American Elms, Oak Trees and Pine Trees







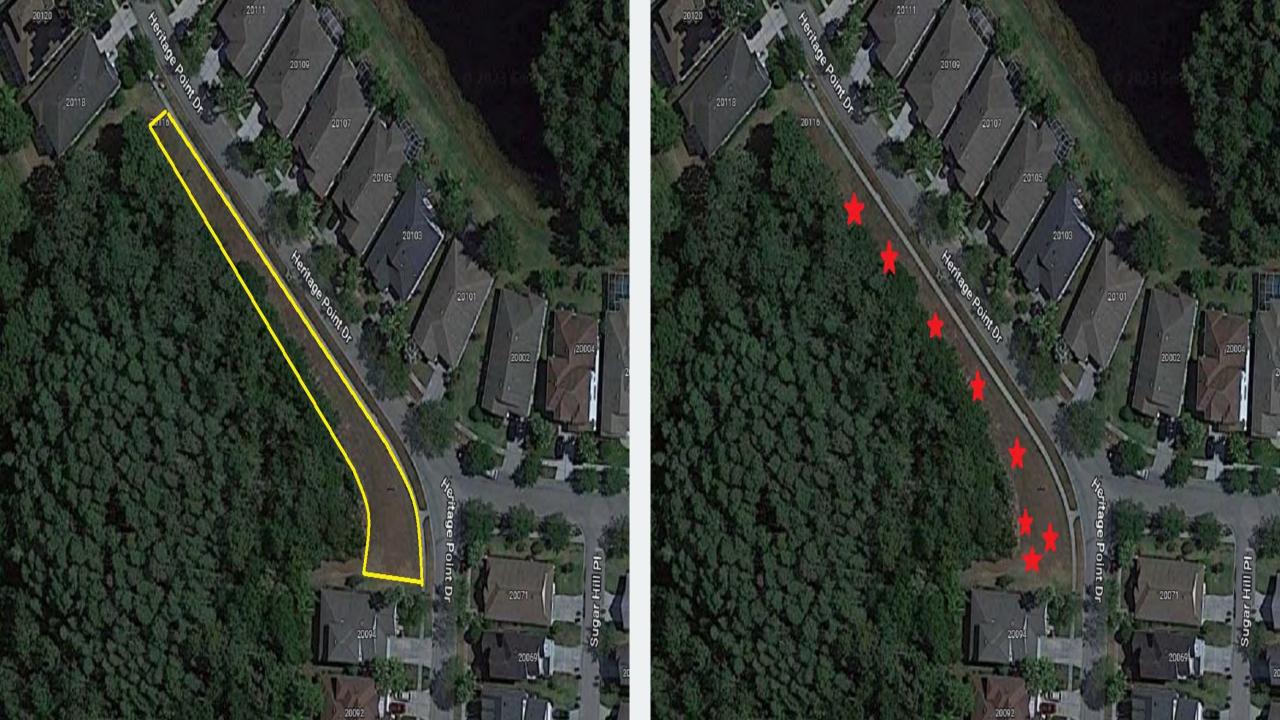






# Area along road in Weston Manor (off Heritage Point Dr.

- Propose adding trees abutting conservation area and open area in Weston Manor along Heritage Point Dr.
- Good area for trees to continue along roadway/sidewalk to match the rest of the community and to add trees in bare area to add to the natural aesthetics.
- Proposed trees to be Pine Trees along woodline and then combination of trees in larger area to create a decorative bed with larger trees away from abutting home.











# Thank you for your review and consideration!

Chris Haines, Association Manager 813-973-8368

chaines@melrosemanagement.com

On behalf of:

Grand Hampton HOA Board of Directors

Grand Hampton HOA Tree Authority Committee.

7/29/20XX Employee orientation 46

#### Tab 7

1 MINUTES OF MEETING 2 3 4 Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a 5 verbatim record of the proceedings is made, including the testimony and evidence upon 6 which such appeal is to be based. 7 8 GRAND HAMPTON 9 COMMUNITY DEVELOPMENT DISTRICT 10 11 The Grand Hampton Community Development District regular meeting of the 12 Board of Supervisors was held on Thursday, March 2, 2023 at 3:00 p.m. at the Grand 13 Hampton Clubhouse, located at 8301 Dunham Station Drive, Tampa, FL 33647. 14 15 Present and constituting a quorum: 16 17 Mercedes Tutich **Board Supervisor, Chairman** 18 Shawn Cartwright **Board Supervisor, Vice Chairman** 19 (via conference call) 20 **Board Supervisor, Assistant Secretary** Alicia Stremming 21 Joe Farrell **Board Supervisor, Assistant Secretary** 22 **Board Supervisor, Assistant Secretary** 23 Andrew Tapp 24 25 Also present were: 26 Daryl Adams District Manager, Rizzetta & Company 27 Vivek Babbar District Counsel, Stralev Robin Vericker 28 Rick Schappacher District Engineer, Schappacher Engineering 29 Chris Haines **HOA Manager** 30 31 Audience Present 32 33 FIRST ORDER OF BUSINESS Call to Order 34 35 Mr. Adams opened the regular CDD Meeting in person at 3:01 p.m. and noted that 36 there were audience members in attendance. 37 38 SECOND ORDER OF BUSINESS Pledge of Allegiance 39 40 All present at the meeting joined in the Pledge of Allegiance. 41 42 THIRD ORDER OF BUSINESS **Audience Comments** 43 44 At this time the audience does not have any comments to present to the Board. 45 46 47

48 49 50

#### 

#### FOURTH ORDER OF BUSINESS

#### Consideration of the HOA Tree Replacement Proposal

Mr. Haines with the HOA presented his proposal. The Board would like Mr. Haines to send a revised planting map and focus on the outer banks. Once the permit is received, the HOA will have to get it done within six months. There are potentially 58-60 trees on the CDD property.

After a lengthy discussion, Ms. Tutich made a motion to allow the HOA to plant trees on CDD property not to exceed 60 trees, with final approval by the Chair. The HOA must follow the guidelines that were set by the Board at the March 2, 2023 meeting.

On a motion from Ms. Tutich, seconded by Mr. Cartwright, with all in favor, The Board of Supervisors will allow the HOA to plant trees on CDD property not to exceed 60 trees, with final approval by the Chair. The HOA must follow the guidelines that were set by the Board at the March 2, 2023 meeting for the Grand Hampton Community Development District.

Ms. Tutich also made a motion to allow the HOA to use the District Land except for the land that is near 8133 & 8022 Hampton Lake Drive and 20135 Heron Crossing Drive.

On a motion from Ms. Tutich, seconded by Mr. Cartwright, with all in favor, The Board of Supervisors will allow the HOA to use the District Land except the land that is near 8133 & 8022 Hampton Lake Drive and 20135 Heron Crossing Drive, for the Grand Hampton Community Development District.

#### FIFTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. District Counsel

 The Board reviewed and considered Resolution 2023-03 Adopting Decorum and Civility Policy. Mr. Babbar and the Board requested that this resolution and the Florida Commission on Ethics information be sent to all new Board members.

On a motion from Mr. Tapp, seconded by Mr. Farrell, with all in favor, The Board of Supervisors adopted Resolution 2023-03, Adopting Decorum and Civility Policy, for the Grand Hampton Community Development District.

#### **B. Presentation of Aquatics Report**

The Board reviewed the waterway inspection report for February 2023. There were no questions or comments at this time.

The Board reviewed and considered the Aquatics Planting Proposal and agreed to table this proposal until the April 6, 2023 meeting. The Board requested a representative be presented at the next meeting.

On of t	a motion from Mr. Farrell, seconded by M the Board of Supervisors' Regular Meeting the Grand Hampton Community Develop	g held on February 2, 2023, as p	
on Fe			
	The Board received the Minutes of the Boebruary 2, 2023.	oard of Supervisors' Regular Me	eting held
SIXTI	H ORDER OF BUSINESS	Consideration of Minutes of to Supervisors' Meeting February 2, 2023.	
	The Board received the District Manager from Mr. Adams.	r report and Monthly Financial S	Statement
E.	Mr. Adams reminded the Board the next April 6, 2023 at 3:00PM.	t regular meeting will be held Th	ursday,
	a motion from Mr. Farrell, seconded by Med, for the Grand Hampton Community De		his motior
	Mr. Farrell made a motion to approve the CDD property.	e resident's request to add a fer	nce on
	The Board held a brief discussion regard on the CDD easement. Mr. Adams inforr Engineer and District Counsel services r	med the Board that the cost for	District
	Mr. Schappacher reviewed his report wit comments presented at this time.	th the Board. There were no que	estions o
D.	District Engineer		
	Currently, there is nothing to address.		

Mr. Adams presented the January 2023 Operation and Maintenance Expenditures for Board consideration.

125

126 127 128

#### GRAND HAMPTON COMMUNITY DEVELOPMENT DISTRICT March 2, 2023 Minutes of Meeting Page 4

On a motion from Ms. Stremming, seconded by Ms. Tutich, the Board of Supervisors approved ratifying the paid invoices from the Operation and Maintenance Expenditures for January 2023 in the amount of \$7,118.02 for the Grand Hampton Community Development District.

EIGHTH ORDER OF BUSINESS	Supervisor Requests
There were no supervisor reque	ests at this time.
*****Ms. Stremming left the meeting at	5:05 p.m.***** At this time, there is no quorum.
The man time of the state of th	
The meeting ended at 5:12 p.m.	
Secretary / Assistant Secretary	Chairman / Vice Chairman
	There were no supervisor reque  *****Ms. Stremming left the meeting at  The meeting ended at 5:12 p.m.

#### Tab 8

#### **GRAND HAMPTON COMMUNITY DEVELOPMENT DISTRICT**

<u>District Office · Wesley Chapel, Florida · (813) 933-5571</u>

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

<u>www.grandhamptoncdd.org</u>

### Operation and Maintenance Expenditures February 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2023 through February 28, 2023. This does not include expenditures previously approved by the Board.

The total items being prese	nted:	\$	15,893.12
Approval of Expenditures:			
	Chairperson		
	Vice Chairperson		
	Assistant Secretary	/	

#### **Grand Hampton Community Development District**

#### Paid Operation & Maintenance Expenditures February 1, 2023 Through February 28, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Inv	oice Amount
Alicia F Stremming	100062	AS020223	Board of Supervisors Meeting 02/02/23	\$	200.00
Joseph Farrell	100063	JF020223	Board of Supervisors Meeting 02/02/23	\$	200.00
Mercedes Tutich	100064	MT020223	Board of Supervisors Meeting 02/02/23	\$	200.00
Rizzetta & Company, Inc.	100060	INV0000075363	District Management Fees 02/23	\$	4,261.92
Rizzetta & Company, Inc.	100061	INV0000075859	Amenity Management & Oversight /Personnel	\$	530.20
Schappacher Engineering, LLC	100065	2303	Engineering Services 12/22	\$	82.50
Schappacher Engineering, LLC	100066	2331	Engineering Services 01/23	\$	412.50
Solitude Lake Management, LLC	100068	PSI-38051	Lake & Pond Management Services 01/23	\$	3,503.00
Solitude Lake Management, LLC	100067	PSI-49989	Lake & Pond Management Services 02/23	\$	3,503.00
U.S. Bank	100069	6809235	Trustee Fees Series 2016 01/01/23-12/31/23	\$	3,000.00
Report Total				\$	15,893.12