



Rizzetta & Company

# Grand Hampton Community Development District

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**Board of Supervisors'  
Regular Meeting  
September 7, 2023**

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

[www.grandhamptoncdd.org](http://www.grandhamptoncdd.org)

# **GRAND HAMPTON COMMUNITY DEVELOPMENT DISTRICT AGENDA**

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

<b>District Board of Supervisors</b>	Mercedes Tutich Shawn Cartwright Joe Farrell Alicia Stremming Andrew Tapp	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Daryl Adams	Rizzetta & Company, Inc.
<b>District Attorney</b>	Mark Straley	Straley, Robin & Vericker
<b>District Engineer</b>	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**

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August 21, 2023

**Board of Supervisors**  
**Grand Hampton Community**  
**Development District**

Dear Board Members:

The Grand Hampton Community Development District regular meeting of the Board of Supervisors will be held on **Thursday, September 7, 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**
    1. Consideration of Easement Blockage Removal Letter ..... Tab 1
  - B. Presentation of Aquatics Report**
    1. Review of Waterway Inspection Report for August ..... Tab 2
    2. Consideration of Solitude Lake Management’s Revised Proposal for Aquatic Planting ..... Tab 3
  - C. Field Inspection Report**
  - D. District Engineer**
  - E. District Manager**
    1. Presentation of District Manager Report ..... Tab 4 and Monthly Financial Statement
    2. Presentation of 2<sup>nd</sup> Quarter Website Audit..... Tab 5
- 5. BUSINESS ITEMS**
  - A. Discussion Regarding Cypress Trees on Dry to Marsh Areas**
- 6. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of Board of Supervisors’ Regular Meeting held on August 3, 2023 ..... Tab 6**
  - B. Consideration of Operation & Maintenance Expenditures for July ..... Tab 7**
- 7. SUPERVISOR REQUESTS**
- 8. ADJOURNMENT**

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

# MEADOW POINTE III COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVE, SUITE 200 • TAMPA, FL 33614

Davila Lawrence M & Jana A  
31129 Chatterly Drive  
Wesley Chapel, FL 33543

April 19, 2023

Re: Encroachment on Meadow Pointe III Community Development District Easement

A recent inspection of the easement behind the home of 31129 Chatterly Drive indicated Banana trees on the CDD easement. Anyone that places plant material or blockage will be responsible for reimbursing the District for any costs incurred to remove the blockage.

The District prides itself on preserving the surroundings of our community. Please assist us by removing the Banana trees on the easement. This area will be re-inspected in 30 days from the date of this letter.

I've taken the liberty to point out specific areas that address your situation below:

## ARTICLE III – Easements

### Section 4. Easements Established and Reserved for Utilities and Drainage

In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants, or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements.

Thank you for your understanding and should you have any questions please contact the office of the District Manager at (813) 994.1001 or via email at [darryla@rizzetta.com](mailto:darryla@rizzetta.com).

Sincerely,

*Darryl Adams*

Daryl Adams  
District Manager

# GRAND HAMPTON COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVE, SUITE 200 • TAMPA, FL 33614

Zhihang Zhou and Xin Zhou  
8257 Duhham Station Dr.  
Tampa, FL 33647

January 26, 2023

Re: Encroachment on Grand Hampton Community Development District Easement

A recent inspection of the easement between the homes of 8324 and 8326 Old Town Drive indicated a blockage that prohibits access to Pond 4 has taken place. Specifically, there was an installation of non-native vegetation in the middle of the easement (trees) and overgrowth. Anyone that creates a blockage will be responsible for reimbursing the District for any costs incurred to remove the blockage.

The District prides itself on preserving the surroundings of our community. Please assist us by trimming the tree to give vendors access to the pond. This area will be re-inspected in 30 days from the date of this letter.

I've taken the liberty to point out specific areas that address your situation below:

## ARTICLE III – Easements

### Section 4. Easements Established and Reserved for Utilities and Drainage

In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants, or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements.

Thank you for your understanding and should you have any questions please contact the office of the District Manager at (813) 994.1001 or via email at [darryla@rizzetta.com](mailto:darryla@rizzetta.com).

Sincerely,

*Darryl Adams*

Daryl Adams  
District Manager

# MEADOW POINTE III COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVE, SUITE 200 • TAMPA, FL 33614

Davila Lawrence M & Jana A  
31129 Chatterly Drive  
Wesley Chapel, FL 33543

April 19, 2023

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The District prides itself on preserving the surroundings of our community. Please assist us by removing the Banana trees on the easement. This area will be re-inspected in 30 days from the date of this letter.

I've taken the liberty to point out specific areas that address your situation below:

## ARTICLE III – Easements

### Section 4. Easements Established and Reserved for Utilities and Drainage

In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants, or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements.

Thank you for your understanding and should you have any questions please contact the office of the District Manager at (813) 994.1001 or via email at [darryla@rizzetta.com](mailto:darryla@rizzetta.com).

Sincerely,

*Darryl Adams*

Daryl Adams  
District Manager

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# Cypress Preserve Community Development District

c/o Inframark, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607

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\_\_\_\_\_, 2022

*Via U.S. Mail and Email*

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Re: Vendors using District Easement on Your Property to Access Stormwater Pond**

Dear \_\_\_\_\_,

This letter is being sent to you on behalf of the Cypress Preserve Community Development District (the “**District**”) in response to your communications regarding District staff and vendors using the easement over your property to gain access to the stormwater ponds and perform services for the District, and to facilitate a positive dialogue with you so that we can minimize any expenses with respect to an issue described in more detail below.

The District is a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes. The District owns and maintains the stormwater ponds in the community in accordance with permitting and regulatory requirements. District staff and vendors use District easements to gain access to the stormwater ponds. The District has a 10-foot drainage easement (the “**Easement**”) over a portion of your property pursuant to the plat for your section of the community as recorded in the public records of Pasco County. The Easement should also be shown on your property survey.

The Easement grants the District, its staff, and its vendors the right to use a portion of your property to access the stormwater pond to perform inspections and maintenance. The Easement is broader and more encompassing than a simple ingress/egress easement (which only grants the ability to access the easement area but not to modify the easement area) and naturally includes the right for ingress, egress, maintenance and repair of any infrastructure related to the drainage infrastructure that may be situated upon your property.

Please understand that the District is bound by the requirements of the Southwest Florida Water Management District with respect to the plans, regulations, and permits associated with the drainage infrastructure, and that compliance with such requirements is not optional. The drainage infrastructure throughout the neighborhood is connected and an issue in any one location may cause issues in other locations. Unfortunately, the District only has a limited number of access points to its drainage infrastructure and therefore it is very important that the access points that were granted to the District by the plat are useable when needed.

The District desires to resolve this matter amicably and at minimal additional expense, therefore we wanted to explain the matter to you in writing. I hope this helps clear up any misunderstandings regarding the District, its staff, or its vendors using the Easement over your property.



In the event that you continue to deny District staff and vendors to lawfully use the Easement, then the District may contact law enforcement, or this matter may be referred to the District's attorney, in which case you may also become responsible for payment of attorneys' fees. Furthermore, your privileges to enjoy the District's amenity facilities may be suspended in accordance with the District's rules and policies.

The District wishes to avoid any of these situations. I trust you appreciate the importance of this matter. If you have any questions, please contact me via email at [Heather.Dilley@Inframark.com](mailto:Heather.Dilley@Inframark.com), or via phone at 813.873.7300 ext. 107. Thank you for your understanding and cooperation.

Sincerely,

*Heather Dilley*

Heather Dilley  
District Manager

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# Cypress Preserve Community Development District

c/o Inframark, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607

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\_\_\_\_\_, 2022

*Via U.S. Mail and Email*

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Re: Unauthorized Encroachment on District Easement and Access to Stormwater Pond**

Dear \_\_\_\_\_,

This letter is being sent to you on behalf of the Cypress Preserve Community Development District (the “**District**”) to inform you of an unauthorized encroachment upon a District easement over your property and to facilitate a positive dialogue with you so that we can minimize any expenses with respect to an issue described in more detail below.

The District is a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes. The District owns and maintains the stormwater ponds in the community in accordance with permitting and regulatory requirements. District staff and vendors use District easements to gain access to the stormwater ponds. The District has a 10-foot drainage easement (the “**Easement**”) over a portion of your property pursuant to the plat for your section of the community as recorded in the public records of Pasco County. The Easement should also be shown on your property survey.

The Easement grants the District, its staff, and its vendors the right to use a portion of your property to access the stormwater pond to perform inspections and maintenance. The Easement is broader and more encompassing than a simple ingress/egress easement (which only grants the ability to access the easement area but not to modify the easement area) and naturally includes the right for ingress, egress, maintenance and repair of any infrastructure related to the drainage infrastructure that may be situated upon your property.

Please understand that the District is bound by the requirements of the Southwest Florida Water Management District with respect to the plans, regulations, and permits associated with the drainage infrastructure, and that compliance with such requirements is not optional. The drainage infrastructure throughout the neighborhood is connected and an issue in any one location may cause issues in other locations. Unfortunately, the District only has a limited number of access points to its drainage infrastructure and therefore it is very important that the access points that were granted to the District by the plat are free and clear of any encroachments so that they are useable when needed.

The District and its vendors are currently unable to use the Easement because a portion of your fence is impeding access to the Easement.

Please note that except for the Board of Supervisors of the District, no one person, company, or agency may give permission to obstruct District easements or otherwise encroach upon such an easement. This includes HOAs, none of which have authority to waive the District’s rights under such easements.

The HOA may have given you permission under their architectural review process, but likely included language that it is your responsibility to seek further approval from the County or other applicable governmental entities (such as the District). Furthermore, the plat notes prohibit permanent structures are to be located within easements on residential lots.

The District desires to resolve this matter amicably and at minimal additional expense, therefore we are willing to provide you 30 days to correct this issue and relocate the encroachments so that the Easement can be used for its intended purpose or provide a reasonable alternative so that the District can access the stormwater pond. A response indicating your plan and schedule to correct this issue will be appreciated. This area will be re-inspected in 30 days from the date of this letter.

In the event that you fail or refuse to timely correct this issue or indicate a willingness to cooperate with the District, then the District or its vendors may remove the portion of your fence and any other obstructions, as necessary, and place such items on your property to ensure there are no impairments to the Easement. In such event, the District will not be responsible for any damage to your fence, landscaping, or property. However, you may be responsible for payment of the costs and expenses incurred by the District. Alternatively, this matter may be referred to the District's attorney, in which case you may also become responsible for payment of attorneys' fees. Furthermore, your privileges to enjoy the District's amenity facilities may be suspended in accordance with the District's rules and policies.

The District wishes to avoid any of these situations and would rather give you an opportunity to correct this issue on your own or with your own vendors. I trust you appreciate the importance of this matter. If you have any questions, please contact me via email at [Heather.Dilley@Inframark.com](mailto:Heather.Dilley@Inframark.com), or via phone at 813.873.7300 ext. 107. Thank you for your understanding and cooperation.

Sincerely,

*Heather Dilley*

Heather Dilley  
District Manager

# FISHHAWK RANCH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 4532 WEST KENNEDY BLVD. #328 · TAMPA, FLORIDA 33609

May \_\_, 2021

## **Via U.S. Mail**

147\_\_ HERONGLEN DR  
LITHIA, FL 33547-3867

### **Re: Unauthorized Encroachment on District Easements [1<sup>st</sup> Notice]**

Dear \_\_\_\_\_,

This letter is being sent to you on behalf of the Fishhawk Ranch Community Development District (the "**District**") to inform you of an unauthorized encroachment upon a District easement over your property and to facilitate a positive dialogue with you so that we can minimize any expenses with respect to an issue described in more detail below.

The District owns and maintains the ponds and other drainage infrastructure in the community in accordance with permitting and regulatory requirements. District staff and vendors use District easements to gain access to the ponds and other drainage infrastructure in the community. The District has a 10-foot drainage easement (the "**Easement**") from the side of your property pursuant to the Fishhawk Ranch Phase 2 Parcel N plat recorded in Plat Book 91 Pages 4-1 through 4-11 of the Public Records of Hillsborough County. A copy of the relevant sections of the plat are enclosed with this letter for your convenience. The Easement should also be shown on your property survey.

The Easement grants the District, its staff, and its vendors the right to use a portion of your property to access the ponds and other drainage infrastructure to perform maintenance of the District's infrastructure, including, but not limited to, maintaining the grass surrounding the ponds, maintaining the pond itself, and if necessary repair the drainage infrastructure. The Easement is broader and more encompassing than a simple ingress/egress easement (which only grants the ability to access the easement area but not to modify the easement area) and naturally includes the right for ingress, egress, maintenance and repair of any infrastructure related to the drainage infrastructure that may be situated upon your property.

Please understand that the District is bound by the requirements of Hillsborough County and the Southwest Florida Water Management District with respect to the plans, regulations, and permits associated with the drainage infrastructure, and that compliance with such requirements is not optional. The drainage infrastructure throughout the neighborhood is connected and an issue in any one location may cause issues in other locations. Unfortunately, the District only has a limited number of access points to its drainage infrastructure and therefore it is very important that the

# FISHHAWK RANCH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 4532 WEST KENNEDY BLVD. #328 · TAMPA, FLORIDA 33609

access points that were granted to the District by the plat are free and clear of any encroachments so that they are useable when needed.

The District and its vendors are currently unable to use the Easement and properly maintain the pond located behind your home because a portion of your fence is impeding access to the District's drainage infrastructure.

Please note that except for the Board of Supervisors of the District, no one person, company, or agency may give permission to obstruct District easements or otherwise encroach upon such an easement. This includes HOAs, none of which have authority to waive the District's rights under such easements. Furthermore, the plat notes prohibit permanent improvements (including, but not limited to, fences, sprinkler systems, trees, shrubs, plants, and landscaping) to be within the Easement.

The District desires to resolve this matter amicably and at minimal additional expense, therefore we are willing to provide you 30 days to correct this issue and relocate the encroachments so that the Easement can be used for its intended purpose. A response indicating your plan and schedule to correct this issue will be appreciated. This area will be re-inspected in 30 days from the date of this letter.

In the event that you fail or refuse to timely correct this issue or indicate a willingness to cooperate with the District, then the District or its vendors may remove the portion of your fence and any other obstructions, as necessary, and place such items on your property to ensure there are no impairments to the Easement. In such event, the District will not be responsible for any damage to your fence, landscaping, or property. However, you may be responsible for payment of the costs and expenses incurred by the District. Alternatively, this matter may be referred to the District's attorney, in which case you may also become responsible for payment of attorneys' fees. Furthermore, your privileges to enjoy the District's amenity facilities may be suspended in accordance with the District's rules and policies.

The District wishes to avoid any of these situations and would rather give you an opportunity to correct this issue on your own or with your own vendors. I trust you appreciate the importance of this matter. If you have any questions, please contact me via email at [edailey@halifax-solutions.com](mailto:edailey@halifax-solutions.com) or via phone at 813.575.1955. Thank you for your understanding and cooperation.

Sincerely,

Eric Dailey  
District Manager

cc. Bob Kneusel, Chair of the Board of Supervisors (*via email*)  
Vivek K. Babbar, District Counsel (*via email*)

# FISHHAWK RANCH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 4532 WEST KENNEDY BLVD. #328 · TAMPA, FLORIDA 33609

May \_\_, 2021

## **Via U.S. Mail**

147\_\_ HERONGLEN DR  
LITHIA, FL 33547-3867

### **Re: Unauthorized Encroachment on District Easements [1<sup>st</sup> Notice]**

Dear \_\_\_\_\_,

This letter is being sent to you on behalf of the Fishhawk Ranch Community Development District (the "**District**") to inform you of an unauthorized encroachment upon a District easement over your property and to facilitate a positive dialogue with you so that we can minimize any expenses with respect to an issue described in more detail below.

The District owns and maintains the ponds and other drainage infrastructure in the community in accordance with permitting and regulatory requirements. District staff and vendors use District easements to gain access to the ponds and other drainage infrastructure in the community. The District has a 10-foot drainage easement (the "**Easement**") from the side of your property pursuant to the Fishhawk Ranch Phase 2 Parcel N plat recorded in Plat Book 91 Pages 4-1 through 4-11 of the Public Records of Hillsborough County. A copy of the relevant sections of the plat are enclosed with this letter for your convenience. The Easement should also be shown on your property survey.

The Easement grants the District, its staff, and its vendors the right to use a portion of your property to access the ponds and other drainage infrastructure to perform maintenance of the District's infrastructure, including, but not limited to, maintaining the certain easements ~~grass~~ surrounding the ponds, maintaining the pond itself, and if necessary, repair the drainage infrastructure. The Easement is broader and more encompassing than a simple ingress/egress easement (which only grants the ability to access the easement area but not to modify the easement area) and naturally includes the right for ingress, egress, maintenance, and repair of any infrastructure related to the drainage infrastructure that may be situated upon your property.

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# FISHHAWK RANCH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 4532 WEST KENNEDY BLVD. #328 · TAMPA, FLORIDA 33609

access points that were granted to the District by the plat are free and clear of any encroachments so that they are useable when needed.

The District and its vendors are currently unable to use the Easement and properly maintain the pond located behind your home because a portion of your fence is impeding access to the District's drainage infrastructure.

Please note that except for the Board of Supervisors of the District, no one person, company, or agency may give permission to obstruct District easements or otherwise encroach upon such an easement. This includes HOAs, none of which have authority to waive the District's rights under such easements. Furthermore, the plat notes prohibit permanent improvements (including, but not limited to, fences, sprinkler systems, trees, shrubs, plants, and landscaping) to be within the Easement.

The District desires to resolve this matter amicably and at minimal additional expense, therefore we are willing to provide you 30 days to correct this issue and relocate the encroachments so that the Easement can be used for its intended purpose. A response indicating your plan and schedule to correct this issue will be appreciated. This area will be re-inspected in 30 days from the date of this letter.

In the event that you fail or refuse to timely correct this issue or indicate a willingness to cooperate with the District, then the District or its vendors may remove the portion of your fence and any other obstructions, as necessary, and place such items on your property to ensure there are no impairments to the Easement. In such event, the District will not be responsible for any damage to your fence, landscaping, or property. However, you may be responsible for payment of the costs and expenses incurred by the District. Alternatively, this matter may be referred to the District's attorney, in which case you may also become responsible for payment of attorneys' fees. Furthermore, your privileges to enjoy the District's amenity facilities may be suspended in accordance with the District's rules and policies.

The District wishes to avoid any of these situations and would rather give you an opportunity to correct this issue on your own or with your own vendors. I trust you appreciate the importance of this matter. If you have any questions, please contact me via email at [edailey@halifax-solutions.com](mailto:edailey@halifax-solutions.com) or via phone at 813.575.1955. Thank you for your understanding and cooperation.

Sincerely,

Eric Dailey  
District Manager

cc. Bob Kneusel, Chair of the Board of Supervisors (*via email*)  
Vivek K. Babbar, District Counsel (*via email*)

# CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT

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

November 29, 2022

**Via USPS & Email delivery**

O'Neal Cheyenne Cheree  
8737 Savory Walk Dr.  
Land O Lakes, Florida 34637

**Re: *Connerton West Community Development District – Cease and Desist Letter - Notice of Unauthorized Use of District Property.***

Dear Resident,

It has been brought to the CDD Board's attention that you're putting materials and personal items on CDD property. The Board would like to inform you to **remove** your items from the CDD property. This activity is not allowed because it can cause damage to the grass and impede mowing. Please remove your items from the CDD property by December 8, 2022. If the items aren't removed by December 8, 2022, then the CDD will have them removed, and the District will send you the removal bill. Continuing to use District property without the Board's consent could lead to legal action. Connerton West's CDD Board meets on December 5, 2022, at 4:00 pm at the Clubhouse. Please attend if you would like to voice your concerns to the Board.

Sincerely,

*Darryl Adams*

Darryl Adams  
District Manager

CC: Board of Supervisors  
District Counsel



March 4, 2022

**Via [Electronic Mail or U.S. Mail]**

Connerton West  
21656 Pearl Crescent Court  
Land O' Lakes, FL 34637

Re: Connerton West Community Development District Easement Access

Dear Connerton West Resident:

As you may know, Rizzetta & Company serves as the District Manager for the Connerton West Community Development District ("District"). I am writing to inform you that the District owns and maintains the community's stormwater management system, including certain public drainage easements along your lot. Please be reminded that an easement is a legal right that allows a particular party to use land in a particular manner. This means from time to time, the District's vendors will need to utilize the easements on your property to service and maintain the stormwater management system, including stormwater ponds, and the District's vendors work may be performed by hand or with machinery.

If you have any questions or concerns, please do not hesitate to contact me at 813-993-5571. Thank you for your patience and cooperation.

Sincerely,

Darryl Adams

cc: District Engineer  
District Counsel

1510 W. Cleveland St.  
Tampa, Florida 33606  
Tel: (813) 223-9400

Writer's Direct Dial: (813) 321-4107  
Writer's E-mail: [vbabbar@srvlegal.com](mailto:vbabbar@srvlegal.com)  
Website: [www.srvlegal.com](http://www.srvlegal.com)

September 7, 2022

***Via US Mail and  
Certified Mail Return Receipt Requested***

Ms. Duong Thi Nguyen and Mr. Anthony C Tran  
11420 Drifting Leaf Dr  
Riverview, FL 33579

**Re: South Fork East Community Development District  
Landscaping and Koi Pond Equipment Encroachment On District Property**

Dear Ms. Nguyen and Mr. Tran,

This law firm serves as counsel to the South Fork East Community Development District (the “**District**”) a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes. I am writing to you on behalf of the Board of Supervisors of the District to inform you of unauthorized encroachments upon District property and to facilitate a positive dialogue with you so that we can minimize any expenses with respect to the issues described in more detail below.

Earlier this year the District’s staff previously communicated with you regarding improvements and landscaping that you installed that encroached upon District Property and you removed the improvements but left the trees you installed on District Property. Additionally, it was recently observed that you are constructing a koi pond on your property, but your vendors were storing items on District property and even buried equipment relating to the koi pond on District property. Pursuant to the prior communication by the District, you were given notice that you are not authorized to encroach upon the District’s property, yet you have continued to do so.

The District desires to resolve this matter amicably and at minimal additional expense, therefore we are willing to provide you 30 days to correct this issue and relocate any and all encroachments (including, but not limited to any improvements or landscaping) that were installed above or below ground on District property onto your property. A response indicating your plan and schedule to correct this issue will be appreciated. Please be sure to copy the District Manager’s office via email at [David.Wenck@inframark.com](mailto:David.Wenck@inframark.com) and [bob.nanni@inframark.com](mailto:bob.nanni@inframark.com). This area will be re-inspected in 30 days from the date of this letter.

In the event that you fail or refuse to timely correct this issue or indicate a willingness to cooperate with the District, then the District or its vendors may remove the portion of your encroachments and any other obstructions, as necessary, and place such items on your property to ensure there are no encroachments upon District property. In such event, the District will not be responsible for any damage to your improvements, landscaping, or property. However, you may be responsible for payment of the costs and expenses incurred by the District.

Alternatively, if you fail or refuse to comply, we may recommend that the Board of Supervisors of the District take action to pursue any and all rights and remedies provided for by Florida law,

including (without limitation) the recovery of attorneys' fees and costs. The District may report your continued trespassing to law enforcement, suspend the use of your household's privileges to enjoy the District's recreational facilities, and/or seek relief through the court system by getting an injunction against you.

The District wishes to avoid any of these situations and would rather give you an opportunity to correct this issue on your own or with your own vendors.

Upon removal of the encroachments, the District demands that you immediately and permanently cease and desist any further unauthorized encroachments upon the District property. Any further encroachments will constitute an event of trespass on the District's property.

I trust you appreciate the importance of this matter. We hope that you will take action to resolve this matter without further delay. If you have any questions, please contact me at your convenience. Thank you for your understanding and cooperation.

Sincerely,

Vivek K. Babbar  
*Board Certified in City, County,  
and Local Government Law*

cc: Bob Nanni and David Wenck, District Manager (*via email*)

1510 W. Cleveland St.  
Tampa, Florida 33606  
Tel: (813) 223-9400

Writer's Direct Dial: (813) 321-4107  
Writer's E-mail: [vbabbar@srvlegal.com](mailto:vbabbar@srvlegal.com)  
Website: [www.srvlegal.com](http://www.srvlegal.com)

September 7, 2022

***Via US Mail and  
Certified Mail Return Receipt Requested***

William J. and Judy E. Wooddell  
13419 Beechberry Dr  
Riverview, FL 33579

**Re: South Fork East Community Development District  
Landscaping Encroachment On District Property**

Dear Mr. and Mrs. Wooddell,

This law firm serves as counsel to the South Fork East Community Development District (the “**District**”) a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes. I am writing to you on behalf of the Board of Supervisors of the District to inform you of an unauthorized encroachment upon District property and to facilitate a positive dialogue with you so that we can minimize any expenses with respect to the issue described in more detail below.

Earlier this year the District’s staff previously communicated with you regarding landscaping (including a marijuana plant) that you installed that unlawfully and without authorization encroached upon District Property located behind your home. To date you have been uncooperative.

The District desires to resolve this matter amicably and at minimal additional expense, therefore we are willing to provide you 30 days to correct this issue and relocate the encroachments onto your property. This area will be re-inspected in 30 days from the date of this letter. A response indicating your plan will be appreciated. Please be sure to copy the District Manager’s office via email at [David.Wenck@inframark.com](mailto:David.Wenck@inframark.com) and [bob.nanni@inframark.com](mailto:bob.nanni@inframark.com).

In the event that you fail or refuse to timely correct this issue or indicate a willingness to cooperate with the District, then the District or its vendors may remove the portion of your encroachments and any other obstructions, as necessary, and place such items on your property to ensure there are no encroachments upon District property. In such event, the District will not be responsible for any damage to your improvements, landscaping, or property. However, you may be responsible for payment of the costs and expenses incurred by the District.

Alternatively, if you fail or refuse to comply, we may recommend that the Board of Supervisors of the District take action to pursue any and all rights and remedies provided for by Florida law, including (without limitation) the recovery of attorneys’ fees and costs. The District may report your marijuana plant to law enforcement, may report your continued trespassing to law enforcement, and/or seek relief through the court system by getting an injunction against you.

The District wishes to avoid any of these situations and would rather give you an opportunity to correct this issue on your own or with your own vendors.

Upon removal of the encroachments, the District demands that you immediately and permanently cease and desist any further unauthorized encroachments upon the District property. Any further encroachments will constitute an event of trespass on the District's property.

I trust you appreciate the importance of this matter. We hope that you will take action to resolve this matter without further delay. If you have any questions, please contact me at your convenience. Thank you for your understanding and cooperation.

Sincerely,

Vivek K. Babbar  
*Board Certified in City, County,  
and Local Government Law*

cc: Bob Nanni and David Wenck, District Manager (*via email*)

## **Tab 2**

# SOLITUDE

LAKE MANAGEMENT



## Grand Hampton CDD Waterway Inspection Report

---

**Reason for Inspection:**

**Inspection Date:** 2023-08-18

**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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Site: 1

**Comments:**

Site looks good

The water level is higher than last month and the site remains in good condition with minimal nuisance vegetation and a healthy monoculture of duck potato.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 2

**Comments:**

Normal growth observed

The site has much less algae than last month but could use another algaecide treatment for better control.



**Action Required:**

Routine maintenance next visit

**Target:**

Surface algae

Site: 3

**Comments:**

Site looks good

The site remains in good condition with minimal nuisance vegetation issues.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 4

**Comments:**

Site looks good  
The site contains a lot less algae and torpedograss than last month. Good improvement.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 5

**Comments:**

Site looks good  
If they weed eat the buffer closer to the edge we can get better treatments, otherwise the site is in good condition.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 6

**Comments:**

Site looks good  
The site is over the high watermark but has very little issues and a strong monoculture of native Gulf Spikerush.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 7

**Comments:**

Site looks good

The site remains in good condition with a strong monoculture of Gulf Spikerush and no noted nuisance, shoreline vegetation.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 8

**Comments:**

Normal growth observed

The water level is up and there is reduced nuisance vegetation but the site can yet again use another algacide treatment for better control.



**Action Required:**

Routine maintenance next visit

**Target:**

Surface algae

Site: 9

**Comments:**

Site looks good

The water went down more and there is still a lot of decay but no new growth.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 10

**Comments:**

Normal growth observed

We will go back to SeClear G for algae control again to see what kind of control it gives us.

**Action Required:**

Routine maintenance next visit

**Target:**

Surface algae



Site: 11

**Comments:**

Normal growth observed

The site contains reduced algae and shoreline weeds when compared to last month but will require another algaecide application for better control.

**Action Required:**

Routine maintenance next visit

**Target:**

Surface algae



Site: 12

**Comments:**

Site looks good

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

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



Site: 13

Comments:

Site looks good

The site was recently treated for algae and shoreline weeds and appears in better condition.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 14

Comments:

Site looks good

Most of the torpedogras is in decay after a recent herbicide application.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 15

Comments:

Site looks good

The site has no noted algae when compared to last month.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 16

Comments:

Normal growth observed

The site will require another algaecide application for better control.

Action Required:

Routine maintenance next visit

Target:

Surface algae



Site: 17

Comments:

Normal growth observed

The site has very minimal nuisance vegetation but still contains algae that will require reapplication for better control.

Action Required:

Routine maintenance next visit

Target:

Surface algae



Site: 18

Comments:

Site looks good

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

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 19

Comments:

Normal growth observed

The site can use a follow up treatment for algae and shoreline vegetation, mostly torpedograss.

Action Required:

Routine maintenance next visit

Target:

Surface algae



Site: 20

Comments:

Normal growth observed

The site keeps going up and down every other month and having large amounts of torpedograss growth irrespective of herbicide application.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



August, 2023



July, 2023

Site: 21

Comments:

Site looks good

The site is much improved with greatly reduced algae when compared to last month.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 22

Comments:

Site looks good

Most of the shoreline weeds are in decay and the site looks greatly improved.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 23

Comments:

Site looks good

The site was recently treated for Chara and shoreline weeds, both which are in decay.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 24

Comments:

Normal growth observed

The site still has some patches of algae in the open water area and torpedograss growth in the shelf.

Action Required:

Routine maintenance next visit

Target:

Surface algae





Site: 25

**Comments:**

Normal growth observed

The site has an abundance of torpedograss within the gulf spikerush and it should all just be sprayed out for the best control.

**Action Required:**

Routine maintenance next visit

**Target:**

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:**

Site looks good

The site is much improved with both algae and shoreline weeds in decay.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



Site: 28

Comments:

Site looks good

The site remains in overall good condition with no issues to note since the last inspection.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 29

Comments:

Site looks good

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

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 30

Comments:

Normal growth observed

The site still contains some dark brown filamentous algae and will require an algaecide reapplication in an attempt to gain control.

Action Required:

Routine maintenance next visit

Target:

Surface algae



Site: 31

**Comments:**

Site looks good

The site is greatly improved with minimal Chara in the water column.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 32

**Comments:**

Normal growth observed

The water line shot up and there is now some seasonal torpedograss along the perimeter that will require an herbicide application.



**Action Required:**

Routine maintenance next visit

**Target:**

Torpedograss

Site: 33

**Comments:**

Site looks good

The site has no noted algae and reduced spatterdock.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 34

**Comments:**

Normal growth observed

A lot of the Hydrilla is in decay but the site still requires treatment on the wooded sides.



**Action Required:**

Routine maintenance next visit

**Target:**

Hydrilla

Site: 35

**Comments:**

Site looks good

The site has much reduced algae and shoreline weeds after a treatment.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 36

**Comments:**

Site looks good

The site is greatly improved with reduced algae and minimal shoreline weed growth.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 37

**Comments:**

Site looks good

Most of the spatterdock is in decay with no noted regrowth.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



July, 2023



August, 2023

Site: 38

**Comments:**

Site looks good

The site remains in good condition with the spatterdock in decay.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



July, 2023



August, 2023

Site: 39

**Comments:**

Site looks good

The site remains in good condition with minimal algae and shoreline weeds.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



Site: 40

**Comments:**

Site looks good  
The spatterdock is in decay but the site will require another algae treatment for better control.

**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 has some decay from a previous treatment.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



**Site: 43**

**Comments:**

Site looks good

The site remains in good condition and has no noted algae or nuisance vegetation.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



**Site: 44**

**Comments:**

Site looks good

The site remains in good condition with minimal nuisance vegetation and a good mix of native, beneficial vegetation.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



**Site: 45**

**Comments:**

Normal growth observed

The water level has dropped and the site will require another algaecide treatment to regain control.

**Action Required:**

Routine maintenance next visit

**Target:**

Surface algae



Site: 46

Comments:

Normal growth observed

The site is still dry and starting to fill in with some nuisance vegetation that will require an herbicide application.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



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 decay this month from last month's treatment but still some regrowth in the water column.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds





**Site:** 49

**Comments:**

Normal growth observed

There is still some shoreline weed growth due to the increased water level.



**Action Required:**

Routine maintenance next visit

**Target:**

Shoreline weeds

**Site:**

**Comments:**

**Action Required:**

**Target:**

### Management Summary

So we finally got some rain and in conjunction with a lot of algae treatments we are seeing fewer overall sites with algae problems and in general less traces of algae everywhere. This doesn't mean everything is perfect, but at least the algae amounts are trending down for the time being. Sites 2, 8, 10, 11, 16, 17, 19, 24, 30 & 45 all had algae that will need or has recently received an algaecide treatment. You will notice a lot of these sites on the report from last month. It is bad in the sense that we clearly have some ponds creating difficult scenarios to control the algae but it is also good we are not adding to the list.

We are going to go back to a phosphate reducer in site 10 to see if it helps. The algae from last year has rebounded back and is difficult to control while 16 may benefit from some granular treatments. The rest hopefully will gain control after another 1 or 2 treatments.

We are still seeing hydrilla on site 34 while much less in volume. For the most part, the hydrilla along the open shoreline is dead, we will focus on the wooded side over the next few treatments.

Grass issues were noted in 20, 25, 32, 46, 48 & 49. Most of these sites have had fluctuating water levels with exposed bank. 20 is a great example of this if you compare it month to month. Continuous herbicide application until control is gained is really the only route here.

Thank You For Choosing SOLitude Lake Management!

Site	Comments	Target	Action Required
1	Site looks good	Species non-specific	Routine maintenance next visit
2	Normal growth observed	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	Site looks good	Species non-specific	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	Surface algae	Routine maintenance next visit
11	Normal growth observed	Surface algae	Routine maintenance next visit
12	Site looks good	Species non-specific	Routine maintenance next visit
13	Site looks good	Species non-specific	Routine maintenance next visit
14	Site looks good	Species non-specific	Routine maintenance next visit
15	Site looks good	Species non-specific	Routine maintenance next visit
16	Normal growth observed	Surface algae	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	Normal growth observed	Shoreline weeds	Routine maintenance next visit
21	Site looks good	Species non-specific	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	Normal growth observed	Surface algae	Routine maintenance next visit
25	Normal growth observed	Torpedoglass	Routine maintenance next visit
26	Site looks good	Species non-specific	Routine maintenance next visit
27	Site looks good	Species non-specific	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	Normal growth observed	Surface algae	Routine maintenance next visit
31	Site looks good	Species non-specific	Routine maintenance next visit
32	Normal growth observed	Torpedoglass	Routine maintenance next visit
33	Site looks good	Species non-specific	Routine maintenance next visit
34	Normal growth observed	Hydrilla	Routine maintenance next visit
35	Site looks good	Species non-specific	Routine maintenance next visit
36	Site looks good	Species non-specific	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	Site looks good	Species non-specific	Routine maintenance next visit
45	Normal growth observed	Surface algae	Routine maintenance next visit
46	Normal growth observed	Shoreline weeds	Routine maintenance next visit

<b>Site</b>	<b>Comments</b>	<b>Target</b>	<b>Action Required</b>
47	Site looks good	Species non-specific	Routine maintenance next visit
48	Normal growth observed	Shoreline weeds	Routine maintenance next visit
49	Normal growth observed	Shoreline weeds	Routine maintenance next visit



## **Tab 3**

# Aquatic Management Agreement

This Aquatic Management Agreement (this “**Agreement**”) is entered into as of May 1, 2023, between the **Grand Hampton Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”), and **Solitude Lake Management, LLC**, a Virginia limited liability company registered to do business in the State of Florida (the “**Contractor**”).

## Background Information:

The District is responsible for the operation and maintenance of the stormwater ponds within the boundaries of the District. The District desires to retain an independent contractor to provide stormwater pond monitoring and maintenance services on a regular basis. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

## Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
  - a. The Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
  - b. The Contractor is licensed to apply herbicides, pesticides, and other chemicals necessary for the work to be performed pursuant to this Agreement.
  - c. The Contractor shall be liable for the decline or death of any beneficial aquatic plants, turf, shrubs, or trees due to the negligence of the Contractor.
3. **Scope of Services.**
  - a. The Contractor shall perform all work, including all labor, material, equipment, supplies, tools, supervision, services, transportation, and all other necessary incidental items required for the complete performance of the scope of work described in **Schedule A** attached hereto.
  - b. The Contractor shall assign a dedicated account manager to the District.
  - c. The Contractor’s account manager will attend the District’s monthly meetings in person to provide updates to the Board and answer any questions regarding issues or concerns.
4. **Manner of Performance and Care of the Property.**
  - a. The work shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District and shall be in accordance with the best management practices in the industry.
  - b. Contractor agrees to keep property clean and orderly during the course of the work and to remove all materials, debris, equipment, and machinery at the completion of each work day.
  - c. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District’s satisfaction, any damage resulting from Contractor’s activities and work within 24 hours. In the event Contractor does not repair or replace the damage to District’s satisfaction, Contractor shall be responsible for reimbursing District for such damages or the District may elect to deduct the costs of the repair from the payment to Contractor for the work under this Agreement.

5. **Compensation.** The District agrees to compensate the Contractor for the work described above in the amount of \$3,643.00 per month. Each month the Contractor shall submit an invoice for the work

performed the previous month. The District shall pay the Contractor within 45 days of receipt of the invoice. Contractor requests that all payments be remitted to 1320 Brookwood Drive, Suite H, Little Rock AR 72202.

6. **Additional Services.** When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment or work order authorization.
7. **Term and Renewal.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for the same term and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
8. **Termination.** Either party may terminate this Agreement without cause with 30 days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.
9. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
10. **Compliance with Governmental Regulation.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination. Any fees or fines incurred or imposed due to non-compliance shall be borne solely by the Contractor.
11. **Insurance.** The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as “Additional Insured” under such policy. Such insurance policy may not be canceled without a 30-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.
12. **Indemnification.** Contractor agrees to indemnify and hold the District and its officers, agents and employees harmless from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of,



or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.

**13. Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**14. Responsibilities of the District.** The District shall inform Contractor of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. The District agrees to provide Contractor with copies of mitigation permits, site plans, and plant species relating to contracted work areas.

**15. Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**16. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**17. E-Verification.** Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
  - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations

thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

**18. Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the contract and 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 the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FL 33514.**

**19. Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in Hillsborough County, Florida.

**20. Enforcement of Agreement.** Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

**21. No Waiver.** The failure of the District to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.

**22. Amendment.** 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 of the parties hereto.

**23. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.

**24. Arm's Length Transaction.** This Agreement has been negotiated fully between the parties as an arm's length transaction. 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.

**25. 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.

**26. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**27. Notice.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

**To the District:**  
c/o Rizzetta and Company  
3434 Colwell Avenue,  
Suite 200  
Tampa, FL 33514  
Attn: Darryl Adams  
[darryla@rizzetta.com](mailto:darryla@rizzetta.com)

**To the Contractor:**  
5869 Enterprise Parkway,  
Fort Myers, Florida 33905  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

**28. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

**29. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

**IN WITNESS WHEREOF,** the parties hereto have signed this Agreement on the day and year written below.

**Solitude Lake Management, LLC**  
a Virginia limited liability company

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Mercedes Tutich  
Chair of the Board of Supervisors



## **SCHEDULE A - SERVICES**

### Aquatic Weed Control:

1. 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:

1. 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:

1. 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:

1. **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.

#### 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 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



Rizzetta & Company

**UPCOMING DATES TO REMEMBER**

- **Next Meeting:** October 5, 2023, at 3:00 pm  
**FY 2022-2023 Audit Completion Deadline:** June 30, 2023

**District  
Manager's  
Report**

September 7

**2023**

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<u>FINANCIAL SUMMARY</u>		<u>7/31/2023</u>
General Fund Cash & Investment Balance:		\$444,464
Reserve Fund Cash & Investment Balance:		\$230,188
Debt Service Fund & Investment Balance:		<u>\$491,610</u>
<b>Total Cash and Investment Balances:</b>		<b>\$1,166,262</b>
<b>General Fund Expense</b>		<b>Under</b>
<b>Variance: \$48,150</b>		<b>Budget</b>





Rizzetta & Company

# Grand Hampton Community Development District

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**Financial Statements  
(Unaudited)**

**July 31, 2023**

**Prepared by: Rizzetta & Company, Inc.**

[grandhamptoncdd.org](http://grandhamptoncdd.org)  
[rizzetta.com](http://rizzetta.com)

**Grand Hampton Community Development District**

Balance Sheet  
As of 07/31/2023  
(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
<b>Assets</b>						
Cash In Bank	286,434	(79,472)	41,022	247,984	0	0
Investments	158,030	309,660	450,588	918,278	0	0
Prepaid Expenses	750	0	0	750	0	0
Fixed Assets	0	0	0	0	10,535,006	0
Amount Available in Debt Service	0	0	0	0	0	491,610
Amount To Be Provided Debt Service	0	0	0	0	0	7,413,390
<b>Total Assets</b>	<b>445,214</b>	<b>230,188</b>	<b>491,610</b>	<b>1,167,012</b>	<b>10,535,006</b>	<b>7,905,000</b>
<b>Liabilities</b>						
Accrued Expenses	2,000	0	0	2,000	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	7,905,000
<b>Total Liabilities</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>2,000</b>	<b>0</b>	<b>7,905,000</b>
<b>Fund Equity &amp; Other Credits</b>						
Beginning Fund Balance	356,206	246,299	475,370	1,077,876	0	0
Investment In General Fixed Assets	0	0	0	0	10,535,006	0
Net Change in Fund Balance	87,008	(16,111)	16,240	87,136	0	0
<b>Total Fund Equity &amp; Other Credits</b>	<b>443,214</b>	<b>230,188</b>	<b>491,610</b>	<b>1,165,012</b>	<b>10,535,006</b>	<b>0</b>
<b>Total Liabilities &amp; Fund Equity</b>	<b>445,214</b>	<b>230,188</b>	<b>491,610</b>	<b>1,167,012</b>	<b>10,535,006</b>	<b>7,905,000</b>

**Grand Hampton Community Development District**

## Statement of Revenues and Expenditures

As of 07/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 07/31/2023	Year To Date 07/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
<b>Revenues</b>				
Interest Earnings				
Interest Earnings	0	0	4,619	(4,619)
Special Assessments				
Tax Roll	212,033	212,033	214,780	(2,747)
<b>Total Revenues</b>	<b>212,033</b>	<b>212,033</b>	<b>219,399</b>	<b>(7,366)</b>
<b>Expenditures</b>				
Legislative				
Supervisor Fees	10,000	8,333	4,800	3,533
<b>Total Legislative</b>	<b>10,000</b>	<b>8,333</b>	<b>4,800</b>	<b>3,533</b>
Financial & Administrative				
Administrative Services	4,680	3,900	3,900	0
District Management	23,501	19,584	19,584	0
District Engineer	19,800	16,500	7,459	9,042
Disclosure Report	1,000	833	0	833
Trustees Fees	6,556	6,556	6,259	297
Assessment Roll	5,200	5,200	5,200	0
Financial & Revenue Collections	5,200	4,333	4,333	0
Accounting Services	16,562	13,802	13,802	0
Auditing Services	3,300	3,300	3,200	100
Public Officials Liability Insurance	3,730	3,730	3,341	389
Legal Advertising	3,000	2,500	2,050	451
Dues, Licenses & Fees	175	175	175	0
Miscellaneous Fees	500	417	0	416
Website Hosting, Maintenance, Backup & Email	3,000	2,500	2,538	(37)
<b>Total Financial &amp; Administrative</b>	<b>96,204</b>	<b>83,331</b>	<b>71,840</b>	<b>11,491</b>
Legal Counsel				
District Counsel	14,405	12,065	7,032	5,033
<b>Total Legal Counsel</b>	<b>14,405</b>	<b>12,065</b>	<b>7,032</b>	<b>5,033</b>
Stormwater Control				
Aquatic Maintenance	43,544	36,287	35,731	556
Lake/Pond Bank Maintenance & Repair	2,000	1,667	0	1,667
Aquatic Plant Replacement	19,615	16,345	0	16,346
Stormwater System Maintenance	2,500	2,084	0	2,083
Miscellaneous Expense	500	417	0	417
<b>Total Stormwater Control</b>	<b>68,159</b>	<b>56,800</b>	<b>35,731</b>	<b>21,069</b>

See Notes to Unaudited Financial Statements

**Grand Hampton Community Development District**

## Statement of Revenues and Expenditures

As of 07/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 07/31/2023	Year To Date 07/31/2023	
	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	3,333	1,950	1,383
Total Other Physical Environment	<u>7,755</u>	<u>7,088</u>	<u>5,322</u>	<u>1,766</u>
Parks & Recreation				
Management Contract	15,510	12,925	7,667	5,258
Total Parks & Recreation	<u>15,510</u>	<u>12,925</u>	<u>7,667</u>	<u>5,258</u>
Total Expenditures	<u>212,033</u>	<u>180,542</u>	<u>132,392</u>	<u>48,150</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>31,491</u>	<u>87,007</u>	<u>(55,516)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>356,207</u>	<u>(356,207)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>31,491</u>	<u>443,214</u>	<u>(411,723)</u>

**Grand Hampton Community Development District**

## Statement of Revenues and Expenditures

As of 07/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 07/31/2023	Year To Date 07/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
<b>Revenues</b>				
Interest Earnings				
Interest Earnings	0	0	1,644	(1,644)
Special Assessments				
Tax Roll	20,000	20,000	20,000	0
<b>Total Revenues</b>	<u>20,000</u>	<u>20,000</u>	<u>21,644</u>	<u>(1,644)</u>
<b>Expenditures</b>				
Contingency				
Capital Reserve	20,000	20,000	37,755	(17,755)
Total Contingency	<u>20,000</u>	<u>20,000</u>	<u>37,755</u>	<u>(17,755)</u>
<b>Total Expenditures</b>	<u>20,000</u>	<u>20,000</u>	<u>37,755</u>	<u>(17,755)</u>
<b>Total Excess of Revenues Over(Under) Expenditures</b>	<u>0</u>	<u>0</u>	<u>(16,111)</u>	<u>16,111</u>
<b>Fund Balance, Beginning of Period</b>	<u>0</u>	<u>0</u>	<u>246,299</u>	<u>(246,299)</u>
<b>Total Fund Balance, End of Period</b>	<u>0</u>	<u>0</u>	<u>230,188</u>	<u>(230,188)</u>

**Grand Hampton Community Development District**

## Statement of Revenues and Expenditures

As of 07/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 07/31/2023	Year To Date 07/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
<b>Revenues</b>				
Interest Earnings				
Interest Earnings	0	0	12,456	(12,456)
Special Assessments				
Tax Roll	636,654	636,654	644,188	(7,534)
<b>Total Revenues</b>	<u>636,654</u>	<u>636,654</u>	<u>656,644</u>	<u>(19,990)</u>
<b>Expenditures</b>				
Debt Service				
Interest	256,654	256,654	264,825	(8,171)
Principal	380,000	380,000	380,000	0
<b>Total Debt Service</b>	<u>636,654</u>	<u>636,654</u>	<u>644,825</u>	<u>(8,171)</u>
<b>Total Expenditures</b>	<u>636,654</u>	<u>636,654</u>	<u>644,825</u>	<u>(8,171)</u>
<b>Total Excess of Revenues Over(Under) Expenditures</b>	<u>0</u>	<u>0</u>	<u>11,819</u>	<u>(11,819)</u>
<b>Fund Balance, Beginning of Period</b>	<u>0</u>	<u>0</u>	<u>368,357</u>	<u>(368,357)</u>
<b>Total Fund Balance, End of Period</b>	<u>0</u>	<u>0</u>	<u>380,176</u>	<u>(380,176)</u>

**Grand Hampton Community Development District**

## Statement of Revenues and Expenditures

As of 07/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 07/31/2023	Year To Date 07/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	3,396	(3,396)
Special Assessments				
Tax Roll	232,350	232,350	235,099	(2,749)
Total Revenues	<u>232,350</u>	<u>232,350</u>	<u>238,495</u>	<u>(6,145)</u>
Expenditures				
Debt Service				
Interest	87,350	87,350	89,075	(1,725)
Principal	145,000	145,000	145,000	0
Total Debt Service	<u>232,350</u>	<u>232,350</u>	<u>234,075</u>	<u>(1,725)</u>
Total Expenditures	<u>232,350</u>	<u>232,350</u>	<u>234,075</u>	<u>(1,725)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>4,420</u>	<u>(4,420)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>107,013</u>	<u>(107,013)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>111,433</u>	<u>(111,433)</u>

**Grand Hampton CDD  
Investment Summary  
July 31, 2023**

<u>Account</u>	<u>Investment</u>	<u>Balance as of</u> <u>July 31, 2023</u>
The Bank of Tampa	Money Market Account	\$ 5,016
The Bank of Tampa ICS Program: Merchants Bank of Indiana	Money Market Account	153,014
	<b>Total General Fund Investments</b>	<b><u>\$ 158,030</u></b>
The Bank of Tampa Capital Reserve ICS Program: Merchants Bank of Indiana	Money Market Account	\$ 61,487
Hancock Bank Capital Reserve	Money Market Account	248,173
	<b>Total Reserve Fund Investments</b>	<b><u>\$ 309,660</u></b>
US Bank Series 2014 Revenue	First American Treasury Obligation Fund Class Z	\$ 127,264
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	88
US Bank Series 2016 Revenue	First American Treasury Obligation Fund Class Y	41,936
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>	<b><u>\$ 450,588</u></b>



**Grand Hampton Community Development District**  
**Notes to Unaudited Financial Statements**  
**July 31, 2023**

**Balance Sheet**

1. Trust statement activity has been recorded through 07/31/2023.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.
3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

# Tab 5



# Quarterly Compliance Audit Report

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## Grand Hampton

**Date:** August 2023 - 2nd Quarter

**Prepared for:** Scott Brizendine

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Jason Morgan - *Campus Suite Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

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# Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

## Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



### ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



## Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

## Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.\* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

\* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

Passed	Description
Passed	<b>Website errors*</b> 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> The ability to navigate website without using a mouse
Passed	<b>Website accessibility policy</b> A published policy and a vehicle to submit issues and resolve issues
Passed	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	<b>Video captioning</b> Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> Alternate methods of navigating the website

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard



# Florida F.S. 189.069 Requirements

Result: **PASSED**

## Compliance Criteria

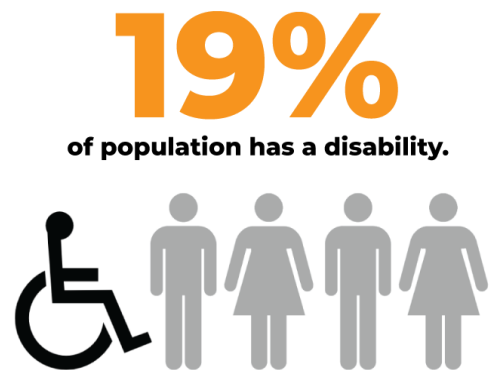
Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
X	Meeting Agendas for the past year, and 1 week prior to next



# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



Sight, hearing, physical, cognitive.

## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>



## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

**Helpful article:** <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

**Helpful article:** <http://webaim.org/techniques/sitertools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

**Helpful article:** <http://webaim.org/techniques/tables/data>



## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

*Helpful articles:* <http://webaim.org/techniques/acrobat/acrobat>



## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

*Helpful article:* <http://webaim.org/techniques/captions>



## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

*Helpful article:* <http://webaim.org/techniques/forms>



## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## Other related requirements

### *No flashing*

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### *Timers*

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### *Fly-out menus*

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### *No pop-ups*

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

# Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

## **Tab 6**

**MINUTES OF MEETING**

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

**GRAND HAMPTON  
COMMUNITY DEVELOPMENT DISTRICT**

The Grand Hampton Community Development District regular meeting of the Board of Supervisors was held on **Thursday, August 3, 2023, at 3:02 p.m.** at the Grand Hampton Clubhouse, located at 8301 Dunham Station Drive, Tampa, FL 33647.

**Present and constituting a quorum:**

Mercedes Tutich	<b>Board Supervisor, Chairman</b>
Shawn Cartwright	<b>Board Supervisor, Vice Chairman</b> <i>(via phone)</i>
Alicia Stremming	<b>Board Supervisor, Assistant Secretary</b>
Joe Farrell	<b>Board Supervisor, Assistant Secretary</b>
Andrew Tapp	<b>Board Supervisor, Assistant Secretary</b> <i>(via phone)</i>

**Also present were:**

Daryl Adams	<b>District Manager, Rizzetta &amp; Company</b>
Vivek Babbar	<b>District Counsel, Straley Robin Vericker</b> <i>(via phone)</i>
Rick Schappacher	<b>District Engineer, Schappacher Engineering</b> <i>(via phone)</i>
Nick Margo	<b>Representative, Solitude</b> <i>(via phone)</i>

**FIRST ORDER OF BUSINESS**                      **Call to Order**

Mr. Adams opened the regular CDD Meeting in person at 3:02 p.m. and noted that there were no audience members in attendance.

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

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

**THIRD ORDER OF BUSINESS**                      **Audience Comments**

There were no members of the audience present to comment.

**FOURTH ORDER OF BUSINESS**                      **Staff Reports**

**A. District Counsel**

Mr. Babbar spoke regarding the options available to the Board relative to granting easements. The Board requested that Counsel draft an easement blockage/removal letter for review at next month's meeting. They also asked that



51 Management provide some examples and recommendations.  
52

53 **B. Presentation of Aquatics Report**

54 Mr. Margo reviewed the waterway inspection report with the Board, noting that the  
55 ponds are still not full.  
56

57 Discussion was held regarding the proposal for aquatic planting, with concerns  
58 being expressed by District Engineer. The Board tabled any action until the next  
59 meeting, pending receipt of a revised proposal.  
60

61 **C. Field Inspection Report**

62 No Report  
63

64 **D. District Engineer**

65 Mr. Schappacher stated that the pond 22 project has been completed and the  
66 invoice forwarded to the District. The Board asked that Mr. Schappacher come on  
67 site to inspect the work.  
68

69 Mr. Schappacher reviewed the results of his easement audit of Phase 1B-1 , noting  
70 that there is a wooden deck in the easement at 832 Old Town Road and a clogged  
71 street drainage pipe at 8122 Hampton Glen Dr. The Board indicated that it is fine  
72 with moving forward with the clean out.  
73

74 **E. District Manager**

75 Mr. Adams reminded the Board the next regular meeting will be held Thursday,  
76 September 7, 2023, at 3:00 p.m.  
77

78 The Board received the District Manager report and Monthly Financial Statement  
79 from Mr. Adams.  
80

81 **FIFTH ORER OF BUSINESS**

**Public Hearing on Fiscal Year  
2023/2024 final Budget**

82 On a motion from Ms. Stremming, seconded by Ms. Tutich, with all in favor, the Board  
83 of Supervisors opened the public hearing on fiscal year 2023/2024 final budget, for the  
Grand Hampton Community Development District.

84 Mr. Adams provided a brief overview of the budget. There were no questions out  
85 forward by the Board.  
86  
87

88 On a motion from Ms. Stremming, seconded by Ms. Tutich, with all in favor, the Board  
89 of Supervisors closed the public hearing on fiscal year 2023/2024 final budget, for the  
90 Grand Hampton Community Development District.  
91  
92  
93

94  
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96

**1. Consideration of Resolution 2023-05, Adopting Fiscal Year 2023/2024 Final Budget**

On a motion from Mr. Farrell, seconded by Ms. Tutich, with all in favor, the Board of Supervisors approved resolution 2023-05, adopting fiscal year 2023/2024 final budget totaling \$1,100,603.18 exclusive of collection costs (\$214,599-General Fund, \$17,000-Reserve Fund, and \$869,004.18-Debt Service Fund), for the Grand Hampton Community Development District.

97  
98  
99  
100

**SIXTH ORDER OF BUSINESS**

**Public Hearing on Fiscal Year 2023/2024 Assessments**

On a motion from Mr. Farrell, seconded by Ms. Stremming, with all in favor, the Board of Supervisors opened the public hearing on fiscal year 2023/2024 assessments, for the Grand Hampton Community Development District.

101  
102  
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104

Mr. Adams provided a brief overview of the assessment levels needed to fund the 2023/2023 budget. There were no questions or comments put forward.

On a motion from Mr. Farrell, seconded by Ms. Tutich, with all in favor, the Board of Supervisors closed the public hearing on fiscal Year 2023/2024 assessments, for the Grand Hampton Community Development District.

105  
106  
107  
108

**1. Consideration of Resolution 2023-06, Levying O & M Assessments for Fiscal Year 2023/2024**

On a motion from Ms. Tutich, seconded by Ms. Stremming, with all in favor, the Board of Supervisors approved resolution 2023-06, approving the fiscal year 2023/2024 assessment levels and certifying the assessment roll, for the Grand Hampton Community Development District.

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119

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-07, Setting the Meeting Schedule for Fiscal Year 2023/2024**

Mr. Adams presented Resolution 2023-07, noting the dates for Fiscal Year 2023/2024, in keeping with the first Thursday of each month, with the exception of the July meeting which will be held on the second Thursday due to the holiday. All meetings will convene at 3:00 p.m. at the Grand Hampton Clubhouse, located at 8301 Dunham Station Drive, Tampa, FL 33647.

On a motion from Mr. Farrell, seconded by Ms. Tutich, with all in favor, the Board of Supervisors adopted Resolution 2023-07; setting the meeting schedule for fiscal year 2023/2-34, as discussed, for the Grand Hampton Community Development District.

120  
121  
122

123 **EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-08,  
Re-Designating a Secretary**

124  
125  
126 Mr. Adams presented Resolution 2023-08, stating that Management is  
127 recommending that Scott Brizendine be named Secretary.  
128

On a motion from Ms. Tutich, seconded by Ms. Stremming, with all in favor, the Board of Supervisors adopted Resolution 2023-08; appointing Scott Brizendine as Secretary, for the Grand Hampton Community Development District.

129  
130 **NINTH ORDER OF BUSINESS**

**Discussion Regarding Cypress Trees  
on Dry to March Areas**

131  
132  
133 Following a brief discussion, the Board tabled this item until next month.

134  
135 **TENTH ORDER OF BUSINESS**

**Consideration of Solitude Lake  
Management's Contract (previously  
tabled)**

136  
137  
138 On a motion from Ms. Tutich, seconded by Mr. Farrell, with all in favor, the Board of Supervisors approved the contract with Solitude Lake Management, LLC, dated May 1, 2023, for aquatic maintenance at a cost of \$3,643 a month, for the Grand Hampton Community Development District.

139  
140 **ELEVENTH ORDER OF BUSINESS**

**Presentation of Audit for Fiscal Year  
Ending 9-30-2022**

141  
142  
143 Mr. Adams reviewed the audit, stating that it was considered a clean audit.  
144

On a motion from Mr. Farrell, seconded by Ms. Stremming with all in favor, the Board of Supervisors accepted the financial audit for fiscal year ending on 9/30/2022 and authorized its filing with the appropriate governmental entities, for the Grand Hampton Community Development District.

145  
146 **TWELFTH ORDER OF BUSINESS**

**Consideration of Minutes of the Board  
of Supervisors' Meeting held on June  
1, 2023**

147  
148  
149  
150 The Board received and reviewed the Minutes of the Board of Supervisors' Regular  
151 Meeting held on June 1, 2023. Mr. Farrell stated that he would be abstaining from the  
152 vote because he was not at the meeting.  
153

On a motion from Ms. Tutich, seconded by Ms. Stremming, with four in favor and one abstaining, the Board of Supervisors approved the Minutes of the Regular Meeting held on June 1, 2023, as presented, for the Grand Hampton Community Development District.



# Tab 7

# GRAND HAMPTON COMMUNITY DEVELOPMENT DISTRICT

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District Office · Wesley Chapel, Florida · (813) 933-5571  
Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614  
[www.grandhamptoncdd.org](http://www.grandhamptoncdd.org)

## Operation and Maintenance Expenditures July 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2023 through July 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$42,603.02**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Grand Hampton Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Crosscreek Environmental, Inc.	100121	14339	Lake Bank Repairs 06/23	\$ 26,392.50
Innersync Studio, Ltd	100114	21408	CDD Website Hosting Quarterly Services 07/23	\$ 384.38
Rizzetta & Company, Inc.	100120	INV0000081487	Amenity Management & Oversight /Personnel Reimbursement 07/23	\$ 400.00
Rizzetta & Company, Inc.	100118	INV0000082152	Personnel Reimbursement 07/23	\$ 255.17
Rizzetta & Company, Inc.	100112	INV0000081414	Accounting Services 07/23	\$ 4,261.92
Schappacher Engineering, LLC	100115	2440	Engineering Services 06/23	\$ 1,650.00
Solitude Lake Management, LLC	100119	PSI-94681	Lake & Pond Management Services 07/23	\$ 3,643.00
Straley Robin Vericker	100122	23379	Legal Services 07/23	\$ 1,128.50
Straley Robin Vericker	100116	23231	Legal Services 05/23	\$ 2,438.05
Times Publishing Company	100117	0000287578 07/24/23	Legal Advertising 07/23	\$ 437.50

# Grand Hampton Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Times Publishing Company	100113	0000287579 06/28/23	Legal Advertising 06/23	<u>\$ 1,612.00</u>
<b>Report Total</b>				<b><u>\$ 42,603.02</u></b>





Crosscreek Environmental Inc.

111 61st Street East  
Palmetto, FL 34221

# Invoice

**Date** 6/30/2023  
**Invoice #** 14339

**Bill To**  
Grand Hampton CDD  
Attn: Rizzetta and Company, Inc.  
12750 Citrus Park Lane, Ste 115  
Tampa, FL 33625

**Project Info**

**P.O. #**  
**Terms** Due on receipt

**Ship Date** 6/30/2023  
**Due Date** 6/30/2023

Description	Qty	Price	Amount
GRAND HAMPTON LAKE BANK REPAIRS			0.00
Bank Stabilization utilizing Method B, including backfill, compaction, C350 Coconut Mesh Reinforcement Mat, and 4"-6" rip-rap	530	51.00	27,030.00
Backfill and compact undermined mkitered end structure	1	550.00	550.00
Sod ( to match existing )	590	7.50	4,425.00
Water sod 3 times per week for 30 days (unless area is adequately watered by rains)	10	275.00	2,750.00
Access repair	1	1,500.00	1,500.00
Miscellaneous cleanup and work	1	1,500.00	1,500.00
30% deposit due prior to commencement of work. Amount to be deducted from final invoice. (Received 5/25/23)		-11,362.50	-11,362.50

**RECEIVED**  
07/14/23

Please sign and return if accepted	<b>Subtotal</b>	\$26,392.50
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$26,392.50
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$26,392.50

Crosscreek Environmental Inc.

Phone # (941) 479-7811 Fax # (941) 479-7812 admin@crosscreekenv.com www.crosscreekenvironmental.com

RECOMMENDED FOR PAYMENT: *Bill Schypers* 7/14/23

  
P.O. Box 18723  
Fairfield, OH 45018-0723

Your Website powered by  
  
and 

**RECEIVED**  
07/03/23

# INVOICE

**BILL TO**

Grand Hampton CDD  
12750 Citrus Park Lane  
Tampa, FL 33625

**INVOICE #** 21408

**DATE** 07/01/2023

**DUE DATE** 07/16/2023

**TERMS** Net 15

---

DESCRIPTION	AMOUNT
CDD Website Services - Hosting, support and training	150.00
CDD Ongoing PDF Accessibility Compliance Service	234.38
<hr/>	
Quarterly service	BALANCE DUE
	<b>\$384.38</b>

**Rizzetta & Company, Inc.**  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614

**Invoice**

Date	Invoice #
7/7/2023	INV0000081487

**Bill To:**

Grand Hampton CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
---

Services for the month of	Terms	Client Number
July	Upon Receipt	00024

Description	Qty	Rate	Amount
Amenity Management & Oversight	1.00	\$400.00	\$400.00
<b>Subtotal</b>			\$400.00
<b>Total</b>			\$400.00

Rizzetta & Company, Inc.  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614

**Invoice**

Date	Invoice #
7/21/2023	INV0000082152

**Bill To:**

Grand Hampton CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
---

Services for the month of	Terms	Client Number
July	Upon Receipt	00024

Description	Qty	Rate	Amount
Personnel Reimbursement	1.00	\$255.17	\$255.17
<b>Subtotal</b>			\$255.17
<b>Total</b>			\$255.17

**Rizzetta & Company, Inc.**  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614

**Invoice**

Date	Invoice #
7/1/2023	INV0000081414

**Bill To:**

GRAND HAMPTON CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614
---

Services for the month of	Terms	Client Number
July	Upon Receipt	00770

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,380.17	\$1,380.17
Administrative Services	1.00	\$390.00	\$390.00
Financial & Revenue Collections	1.00	\$433.33	\$433.33
Management Services	1.00	\$1,958.42	\$1,958.42
Website Compliance & Management	1.00	\$100.00	\$100.00
<b>Subtotal</b>			\$4,261.92
<b>Total</b>			\$4,261.92

Schappacher Engineering LLC

PO Box 21256  
Bradenton, FL 34204  
941-251-7613

# Invoice

Date	Invoice #
7/5/2023	2440

<b>Bill To</b>
Grand Hampton CDD C/O Rizzetta & Company 3434 Colwell Avenue, Suite 200 Tampa, FL 33614

		Terms	Project	
			CDD Engineering Services	
Serviced	Description	Quantity	Rate	Amount
6/1/2023	Review letter form attorney regarding resident who wants fence and is threatening legal action. Research files. Prep work for and attend CDD meeting via conference call.	2	165.00	330.00
6/12/2023	Print out documents for upcoming site review to check on easements. Review plats and plans, highlight drawings.	1.5	165.00	247.50
6/13/2023	Site review to check on all storm drainage easements for access, prepare photo summary. Create easement map.	6.5	165.00	1,072.50
Please make checks payable to Schappacher Engineering Thank you for your business!		<b>Total</b>		\$1,650.00

RECEIVED

07/06/23



RECEIVED  
07/03/23

**INVOICE**

Page: 1

**Please Remit Payment to:**

Solitude Lake Management, LLC  
1320 Brookwood Drive  
Suite H  
Little Rock, AR 72202  
Phone #: (888) 480-5253  
Fax #: (888) 358-0088

Invoice Number: PSI-94681  
Invoice Date: 7/1/2023

Bill  
To: Grand Hampton CDD  
Rizzetta & Company  
3434 Colwell Avenue Suite 200  
Tampa, FL 33614

Ship  
To: Grand Hampton CDD  
Rizzetta & Company  
3434 Colwell Avenue Suite 200  
Tampa, FL 33614  
United States

Ship Via  
Ship Date 7/1/2023  
Due Date 7/31/2023  
Terms Net 30

Customer ID 5472  
P.O. Number  
P.O. Date 7/1/2023  
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance July Billing 7/1/2023 - 7/31/2023 Grand Hampton Cdd-Lake-ALL Grand Hampton Cdd-Lake-ALL		1	1	3,643.00	3,643.00

Amount Subject to Sales Tax 0.00  
Amount Exempt from Sales Tax 3,643.00

**Subtotal:** 3,643.00  
Invoice Discount: 0.00  
Total Sales Tax: 0.00  
Payment Amount: 0.00  
**Total:** 3,643.00

# Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400

Federal Tax Id. - 20-1778458

GRAND HAMPTON COMMUNITY DEVELOPMENT DISTRICT  
C/O RIZZETTA & COMPANY, INC.  
3434 Colwell Ave., Suite 200  
Tampa, FL 33614

July 25, 2023

Client: 001015

Matter: 000001

Invoice #: 23379

Page: 1

RE: General Matters

For Professional Services Rendered Through July 11, 2023

## SERVICES

Date	Person	Description of Services	Hours	Amount
5/16/2023	VKB	REVIEW AND REPLY TO EMAIL FROM AUDITOR RE: UPDATE TO ATTORNEY RESPONSE LETTER FOR FY 21-22 AUDIT.	0.2	\$61.00
5/17/2023	VKB	REVIEW EMAIL FROM STAFF ACCOUNTANT; REVIEW FINANCIAL STATEMENTS.	0.2	\$61.00
5/31/2023	VKB	REVIEW AGENDA PACKAGE; FOLLOW UP WITH DISTRICT MANAGER RE: UPCOMING BOARD MEETING.	0.4	\$122.00
6/1/2023	VKB	PREPARE FOR AND ATTEND BOARD MEETING VIA TELEPHONE.	1.2	\$366.00
6/2/2023	VKB	DRAFT RESPONSE LETTER TO REQUEST TO ENCROACH ON CDD EASEMENT.	1.7	\$518.50
Total Professional Services			3.7	\$1,128.50

**RECEIVED**  
07/25/23



July 25, 2023  
Client: 001015  
Matter: 000001  
Invoice #: 23379

Page: 2

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Total Services	\$1,128.50	
Total Disbursements	\$0.00	
Total Current Charges		\$1,128.50
Previous Balance		\$2,438.05
<b>PAY THIS AMOUNT</b>		<b>\$3,566.55</b>

*Please Include Invoice Number on all Correspondence*

**Outstanding Invoices**

Invoice Number	Invoice Date	Services	Disbursements	Interest	Tax	Total
23231	June 13, 2023	\$2,437.00	\$1.05	\$0.00	\$0.00	\$3,566.55
<b>Total Remaining Balance Due</b>						<b>\$3,566.55</b>

*AGED ACCOUNTS RECEIVABLE*

0-30 Days	31-60 Days	61-90 Days	Over 90 Days
\$1,128.50	\$2,438.05	\$0.00	\$0.00

# Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400

Federal Tax Id. - 20-1778458

RECEIVED  
06/13/23

GRAND HAMPTON COMMUNITY DEVELOPMENT DISTRICT  
C/O RIZZETTA & COMPANY, INC.  
3434 Colwell Ave., Suite 200  
Tampa, FL 33614

June 13, 2023

Client: 001015

Matter: 000001

Invoice #: 23231

Page: 1

RE: General Matters

For Professional Services Rendered Through May 15, 2023

## SERVICES

Date	Person	Description of Services	Hours	Amount
4/17/2023	VKB	REVIEW EMAIL FROM STAFF ACCOUNTANT; REVIEW FINANCIAL STATEMENTS.	0.2	\$61.00
4/20/2023	LB	REVIEW AUDITOR REQUEST LETTER FOR FISCAL YEAR ENDED SEPTEMBER 30, 2022; PREPARE DRAFT AUDIT RESPONSE RE SAME.	0.5	\$87.50
4/21/2023	VKB	REVIEW AUDITOR'S LETTER REQUESTING RESPONSE FOR FY 21-22 AUDIT; REVIEW AND REVISE AUDIT RESPONSE LETTER.	1.1	\$335.50
4/24/2023	VKB	REVIEW AND REVISE RESOLUTION ADOPTING PRELIMINARY BUDGET AND SETTING PUBLIC HEARING FOR FINAL BUDGET ADOPTION.	0.2	\$61.00
4/25/2023	MS	FINALIZE AND TRANSMIT RESOLUTION SETTING PUBLIC HEARING AND APPROVING PROPOSED BUDGET.	0.2	\$35.00
4/26/2023	VKB	DRAFT AGREEMENT WITH SOLITUDE LAKE MANAGEMENT; DRAFT EMAIL RE: SAME; REVIEW AND REPLY TO EMAIL FROM AUDITOR RE: CLARIFICATION ON EASEMENT MATTERS INCLUDED IN CDD AGENDA AND MINUTES.	1.8	\$549.00
5/3/2023	VKB	REVIEW AGENDA PACKAGE; TELECONFERENCE WITH DISTRICT MANAGER RE: UPCOMING BOARD MEETING.	0.4	\$122.00
5/4/2023	VKB	PREPARE FOR AND ATTEND BOARD MEETING VIA TELEPHONE.	1.7	\$518.50
5/8/2023	MS	DRAFT PUBLICATION ADS FOR THE 23/24 BUDGET HEARING.	1.2	\$210.00

**SERVICES**

<b>Date</b>	<b>Person</b>	<b>Description of Services</b>	<b>Hours</b>	<b>Amount</b>
5/10/2023	VKB	REVIEW AND REVISE NEWSPAPER NOTICES FOR PUBLIC HEARING ON O/M BUDGET AND ASSESSMENTS.	0.4	\$122.00
5/12/2023	VKB	REVIEW AND REPLY TO EMAILS RE: DRAFT FY 20-21 AUDIT; REVIEW AND REVISE AUDIT.	1.1	\$335.50
Total Professional Services			8.8	\$2,437.00

**DISBURSEMENTS**

<b>Date</b>	<b>Description of Disbursements</b>	<b>Amount</b>
4/21/2023	Postage	\$0.60
5/15/2023	Photocopies	\$0.45
Total Disbursements		\$1.05

Total Services	\$2,437.00
Total Disbursements	\$1.05
Total Current Charges	\$2,438.05
Previous Balance	\$489.80
Less Payments	(\$489.80)
<b>PAY THIS AMOUNT</b>	<b>\$2,438.05</b>

*Please Include Invoice Number on all Correspondence*

# Tampa Bay Times

tampabay.com

Times Publishing Company  
 DEPT 3396  
 PO BOX 123396  
 DALLAS, TX 75312-3396  
 Toll Free Phone: 1 (877) 321-7355  
 Fed Tax ID 59-0482470

## ADVERTISING INVOICE

Advertising Run Dates		Advertiser Name	
07/ 5/23		GRAND HAMPTON CDD	
Billing Date	Sales Rep	Customer Account	
07/05/2023	Deirdre Bonett	117449	
Total Amount Due		Ad Number	
\$437.50		0000287578	

JUL 13 2023

### PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
07/05/23	07/05/23	0000287578	Times	Legals CLS	FY 2023/2024 Budget	1	2x52 L	\$433.50
07/05/23	07/05/23	0000287578	Tampabay.com	Legals CLS	FY 2023/2024 Budget AffidavitMaterial	1	2x52 L	\$0.00 \$4.00

**RECEIVED**  
07/13/23

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

# Tampa Bay Times

tampabay.com

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\$437.50		0000287578	

#### ADVERTISING INVOICE

Thank you for your business.

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYABLE TO: TIMES PUBLISHING COMPANY

GRAND HAMPTON CDD  
 ATTN: RIZZETTA -AP  
 3434 COLWELL AVE #200  
 TAMPA, FL 33614

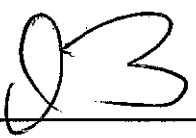
REMIT TO:  
 Times Publishing Company  
 DEPT 3396  
 PO BOX 123396  
 DALLAS, TX 75312-3396

# Tampa Bay Times Published Daily

STATE OF FLORIDA  
COUNTY OF Hillsborough

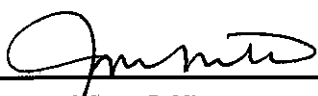
Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: FY 2023/2024 Budget** was published in said newspaper by print in the issues of: **7/ 5/23** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Hillsborough** County, Florida and that the said newspaper has heretofore been continuously published in said **Hillsborough** County, Florida each day and has been entered as a second class mail matter at the post office in said **Hillsborough** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Signature Affiant

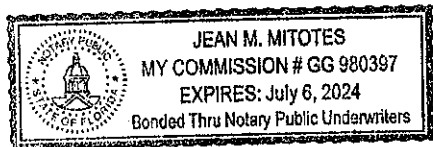
Sworn to and subscribed before me this **07/05/2023**



Signature of Notary Public

Personally known           X           or produced identification

Type of identification produced \_\_\_\_\_



## Notice of Public Hearing and Board of Supervisors Meeting of the Grand Hampton Community Development District

JUL 19 2023

The Board of Supervisors (the "Board") of the Grand Hampton Community Development District (the "District") will hold a public hearing and a meeting on Thursday August 3, 2023, at 3:00 p.m. at the Grand Hampton Clubhouse, 8301 Dunham Station Drive, Tampa, FL 33647.

} SS

The purpose of the public hearing is to receive public comments on the proposed adoption of the District's fiscal year 2023-2024 proposed budget. A meeting of the Board will also be held where the Board may consider any other business that may properly come before it. A copy of the proposed budget and the agenda may be viewed on the District's website at least 2 days before the meeting <https://www.grandhamptoncdd.org>, or may be obtained by contacting the District Manager's office via email at [darryla@rizzetta.com](mailto:darryla@rizzetta.com) or via phone at (813) 933-5571 Ext. 2772.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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 such appeal is to be based.

Daryl Adams  
District Manager

Run Date: July 5, 2023

0000287578

# Tampa Bay Times Published Daily

STATE OF FLORIDA  
COUNTY OF Hillsborough

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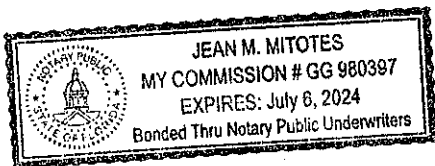
Signature Affiant

Sworn to and subscribed before me this **07/05/2023**

Signature of Notary Public

Personally known           X           or produced identification

Type of identification produced \_\_\_\_\_



## Notice of Public Hearing and Board of Supervisors Meeting of the Grand Hampton Community Development District

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Daryl Adams  
District Manager

Run Date: July 5, 2023

0000287578

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tampabay.com

Times Publishing Company

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

Fed Tax ID 59-0482470

## ADVERTISING INVOICE

<b>Advertising Run Dates</b>		<b>Advertiser Name</b>	
06/28/23		GRAND HAMPTON CDD	
<b>Billing Date</b>	<b>Sales Rep</b>	<b>Customer Account</b>	
06/28/2023	Deirdre Bonett	117449	
<b>Total Amount Due</b>		<b>Ad Number</b>	
\$1,612.00		0000287579	

RECEIVED  
JUL - 3 2023

### PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
06/28/23	06/28/23	0000287579	Times	Legals CLS	O&M Assessments	1	2x12.00 IN	\$1,608.00
06/28/23	06/28/23	0000287579	Tampabay.com	Legals CLS	O&M Assessments AffidavitMaterial	1	2x12.00 IN	\$0.00 \$4.00

RECEIVED  
07/03/2023

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

# Tampa Bay Times

tampabay.com

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

### ADVERTISING INVOICE

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06/28/23		GRAND HAMPTON CDD	
<b>Billing Date</b>	<b>Sales Rep</b>	<b>Customer Account</b>	
06/28/2023	Deirdre Bonett	117449	
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DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYBLE TO:

TIMES PUBLISHING COMPANY

REMIT TO:

GRAND HAMPTON CDD  
ATTN: RIZZETTA -AP  
3434 COLWELL AVE #200  
TAMPA, FL 33614

Times Publishing Company  
DEPT 3396  
PO BOX 123396  
DALLAS, TX 75312-3396



**Tampa Bay Times**  
Published Daily

STATE OF FLORIDA  
COUNTY OF Hillsborough

} ss

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Affiant further says the said **Tampa Bay Times** is a newspaper published in **Hillsborough** County, Florida and that the said newspaper has heretofore been continuously published in said **Hillsborough** County, Florida each day and has been entered as a second class mail matter at the post office in said **Hillsborough** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

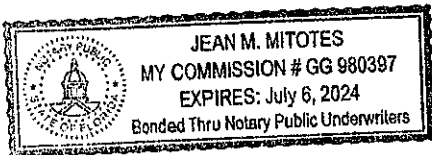
Signature Affiant

Sworn to and subscribed before me this **06/28/2023**

Signature of Notary Public

Personally known     X     or produced identification

Type of identification produced \_\_\_\_\_



**Notice of Public Hearing and Board of Supervisors Meeting of the Grand Hampton Community Development District**

JUL 3 2023

The Board of Supervisors (the "Board") of the Grand Hampton Community Development District (the "District") will hold a public hearing and a meeting on Thursday August 3, 2023, at 3:00 p.m. at the Grand Hampton Clubhouse, 8301 Dunham Station Drive, Tampa, FL 33647.

The purpose of the public hearing is to receive public comments on the proposed adoption of the District's fiscal year 2023-2024 proposed budget and the proposed levy of its annually recurring non-ad valorem special assessments for operation and maintenance to fund the items described in the proposed budget (the "O&M Assessments").

At the conclusion of the public hearing, the Board will, by resolution, adopt a final budget, provide for the levy, collection, and enforcement of the O&M Assessments, and certify an assessment roll. A meeting of the Board will also be held where the Board may consider any other business that may properly come before it.

A copy of the proposed budget, preliminary assessment roll, and the agenda may be viewed on the District's website at least 2 days before the meeting <https://www.grandhamptoncdd.org>, or may be obtained by contacting the District Manager's office via email at [darryla@rizzetta.com](mailto:darryla@rizzetta.com) or via phone at (813) 933-5571 Ext. 2772.

The table below presents the proposed schedule of the O&M Assessments. Amounts are preliminary and subject to change at the meeting and in any future year.

**GRAND HAMPTON COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023-2024 O&M ASSESSMENT SCHEDULE**

<b>TOTAL O&amp;M BUDGET</b>	<b>\$ 231,598.85</b>
<b>COLLECTION COSTS @2%</b>	<b>\$ 4,927.64</b>
<b>EARLY PAYMENT DISCOUNT</b>	<b>\$ 9,855.27</b>
<b>TOTAL O&amp;M ASSESSMENT</b>	<b>\$ 246,381.76</b>

LOT SIZE	UNITS	PER LOT O&M 2023/2024
Townhome	104	\$140.02
Neo-Traditional	36	\$150.03
Neo-Traditional	36	\$150.03
Single Family 50'	190	\$200.03
Single Family 50'	58	\$200.03
Single Family 52'	107	\$200.03
Single Family 52'	81	\$200.03
Single Family 60'	105	\$240.04
Single Family 60'	56	\$240.04
Single Family 70'	65	\$300.05
Single Family 75'	132	\$300.05
Single Family 85'	106	\$340.06

**TOTAL UNITS 1076**

The O&M Assessments (in addition to debt assessments, if any) will appear on November 2023 Hillsborough County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

The County Tax Collector will collect the assessments for all lots and parcels within the District. Alternatively, the District may elect to directly collect its assessments in accordance with Chapter 190, Florida Statutes. Failure to pay the District's assessments will cause a tax certificate to be issued against the property which may result in a loss of title or a foreclosure action to be filed against the property. All affected property owners have the right to appear at the public hearing and to file written objections with the District within 20 days of publication of this notice.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

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Daryl Adams  
District Manager

