



Rizzetta & Company

Cascades at Groveland Community Development District

**Board of Supervisors' Meeting
November 21, 2018**

District Office:
8529 South Park Circle, Suite 330
Orlando, Florida 32819
407.472.2471

www.cascadesatgrovelandcdd.org

**CASCADES AT GROVELAND
COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 8529 South Park Circle, Suite 330, Orlando, FL 32819

Board of Supervisors	Patrick Wellington James R. Pekarek Karen McMican John Asaro	Chair Vice Chair Assistant Secretary Assistant Secretary
District Manager	Anthony Jeancola	Rizzetta & Company, Inc.
District Counsel	Tucker Mackie	Hopping Green & Sams
District Engineer	Rey Malave	Dewberry BowyerSingleton

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 472-2471. 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.

**CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 8529 SOUTH PARK CIRCLE • SUITE 330 • ORLANDO, FL 32819**

www.cascadesatgrovelandcdd.org

November 14, 2018

Board of Supervisors
**Cascades at Groveland Community
Development District**

Dear Board Members:

AGENDA

The regular meeting of Board of Supervisors of the Cascades at Groveland Community Development District will be held on **Wednesday, November 21, 2018, at 2:00 p.m.** at the **Magnolia House Sports Pavilion, located at 100 Falling Acorn Avenue, Groveland, FL 34736.** Following is the agenda for the meeting:

BOARD OF SUPERVISORS MEETING:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Oaths of Office for Newly Elected Board of Supervisors.....Tab 1
 - B. Consideration of Resolution 2019-01 Designating Officers.....Tab 2
 - C. Consideration of the Minutes of the Audit Committee Meeting held September 19, 2018.....Tab 3
 - D. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held September 19, 2018.....Tab 4
 - E. Consideration of the Operation & Maintenance Expenditures for September - October 2018.....Tab 5
- 4. BUSINESS ITEMS**
 - A. Consideration of Resolution 2019-02, Amended Fiscal Year 2017/2018 Budget.....Tab 6
 - B. Acceptance of Modified District Professional Services Agreement.....Tab 7
 - C. Consideration of Motion Authorizing Investment Accounts with Fidelity
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (407) 472-2471.

Very truly yours,
Anthony Jeancola
Anthony Jeancola
District Manager

cc: *Tucker Mackie, Hopping Green & Sams, P.A.*
Rey Malave, PE , Dewberry

Tab 1

**CASCADES AT GROVELAND
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me this ___ day of _____, 20____, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Cascades at Groveland Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

Tab 2

RESOLUTION 2019-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Cascades at Groveland Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lake County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint [and remove] Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT:

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.

Section 4. This Resolution supersedes any prior appointments made by the Board for Chairman and Vice-Chairman. _____ and _____ are hereby removed as Assistant Secretaries.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 20th DAY OF NOVEMBER, 2018.

**CASCADES AT
GROVELAND COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASSISTANT SECRETARY

Tab 3

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.

CASCADES AT GROVELAND
COMMUNITY DEVELOPMENT DISTRICT

The **audit review committee** meeting of the Board of Supervisors of Cascades at Groveland Community Development District was held on **Wednesday, September 19, 2018, at 2:00 p.m. at the Magnolia House Sports Pavilion, located at 100 Falling Acorn Avenue, Groveland, Florida 34736.**

Present and constituting a quorum:

Patrick Wellington	Board Supervisor, Chairman
James Pekarek	Board Supervisor, Vice Chairman
Karen McMican	Board Supervisor, Assistant Secretary
David Ertel	Board Supervisor, Assistant Secretary
John Asaro	Board Supervisor, Assistant Secretary

Also present were:

Anthony Jeancola	District Manager, Rizzetta & Company, Inc.
Tucker Mackie	District Counsel, Hopping, Green & Sams, P.A. <i>(via phone)</i>

Tipton Zimmerman	District Engineer, Dewberry
Audience	Present

FIRST ORDER OF BUSINESS **Call to Order**

Mr. Jeancola called the meeting to order and read the roll call.

He indicated that there was only 1 response to the auditing RFP. Rizzetta reached out to 6 other auditors in addition to advertising the RFP. Brief discussion ensued.

SECOND ORDER OF BUSINESS **Review of Proposals for Auditing Services**

The Audit Review Committee discussed the auditing proposal submitted by Grau & Associates for fiscal year ending 2018. The proposal provided two optional renewals for fiscal years ending 2019 and 2020. Grau & Associates proposed pricing in the following amounts for each year: FYE 2018 = \$3,500.00, FYE 2019 = \$3,600.00 and FYE 2020 = \$3,700.00. The individual committee members provided management with the scores for the firm submitting a proposal based on the evaluation criteria approved at the last audit meeting.

THIRD ORDER OF BUSINESS

Ranking of Auditor Proposals

Mr. Jeancola tabulated the total score as provided by the Audit Review Committee. Grau & Associates scored a total of 100 points. Grau & Associates was recommended for the District's Auditing Services for the Fiscal Years 2018-2020 based on the Committee's ranking of the proposals as follows:

1. Grau & Associates with 100 points

A motion was made by Mr. Ertel, seconded by Ms. McMican, ranking Grau & Associates as the highest bidder with 100 points and recommended that the Board enter into an agreement with the firm of Grau & Associates for the District's Auditing Services for the Fiscal Years 2018-2020, for Cascades at Groveland Community Development District.

FOURTH ORDER OF BUSINESS

Adjournment

On Motion by Mr. Pekarek, seconded by Mr. Asaro with all in favor, the Board adjourned the Board of Supervisors' Meeting at 2:13 p.m. for Cascades at Groveland Community Development District.

Assistant Secretary

Chairman/Vice Chair

Tab 4

48 **THIRD ORDER OF BUSINESS**

**Consideration of the Regular Meeting
Minutes of the Board of Supervisors'
Meeting held August 15, 2018**

49
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51
52 Mr. Jeancola reviewed the Minutes of the Board of Supervisors' meeting held on
53 August 15, 2018 with the Board. Mr. Jeancola made a change to line 146 so that it will
54 reflect that "*the District will reduce their level of assessments*".

55
56 Mr. Pekarek discussed a potential change to line 210 and felt that it would be in the
57 best interest of the District to have a mission statement regarding their responsibility
58 regarding storm water control. Discussion ensued.
59

On Motion by Mr. Ertel, seconded by Mr. Wellington, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held on August 15, 2018, with noted changes, for Cascades at Groveland Community Development District.

60
61 **FOURTH ORDER OF BUSINESS**

**Consideration of the Operation and
Maintenance Expenditures for August
2018**

62
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65 Mr. Jeancola reviewed the expenditures for August 2018 with the Board of
66 Supervisors.
67

On Motion by Mr. Wellington, seconded by Ms. McMican, with all in favor, the Board approved the Operation and Maintenance Expenditures for August 2018 in the amount of \$19,957.62, for Cascades at Groveland Community Development District.

68
69 **FIFTH ORDER OF BUSINESS**

**Consideration of Audit Review
Committee Recommendation**

70
71
72 Mr. Jeancola stated that the audit review committee met prior to the onset of the
73 Board of Supervisors' meeting and ranked the proposals as follows: Grau & Associates
74 received 100 points. He stated that the committee recommended that the Board enter into
75 contract with Grau & Associates as the highest ranked bidder, to provide auditing services
76 for the Fiscal Years 2018 – 2020.
77

On a motion by Mr. Wellington seconded by Ms. McMican, with all in favor, the Board of Supervisors approved the Audit Review Committee's recommendation for Grau & Associates to provide Auditing Services for the Fiscal Years 2018 - 2020, for Cascades at Groveland Community Development District.

78
79
80

On a motion by Ms. McMican seconded by Mr. Ertel, with all in favor, the Board of Supervisors authorized District staff to obtain an engagement letter for review and execution by the Chair, on the Board's behalf, for Cascades at Groveland Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Fiscal Year 2018-2019
Insurance Renewals – Stahl &
Associates / Egis Insurance & Risk
Advisors**

Mr. Jeancola presented and reviewed the insurance renewal from Stahl in the amount of \$2,974.00 with the Board. The District budgeted \$3,015.00.

Mr. Jeancola presented and reviewed the insurance renewal from Egis in the amount of \$5,000.00 with the Board.

General discussion ensued.

On a motion by Mr. Ertel, seconded by Ms. McMican, with all in favor, the Board accepted Stahl & Associates' insurance renewal proposal in the amount of \$2,974.00, for Cascades at Groveland Community Development District.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel
No Report.

B. District Engineer

Mr. Zimmerman has been in contact with Shea Homes and is working on the same erosion control issues. Mr. Pekarek indicated that he has been trying to get the District and developer's engineer to go through each pond's storm water system. He wants to try to identify the percentage that Shea would be responsible for. Mr. Pekarek stated that Mr. Fraley agreed that Shea has 100% responsibility.

Ms. McMican inquired if Shea commented on Balmy Coast and Bayou Bend. She also wants the engineer to be very cognizant of when Shea came in versus Levitt & Sons.

Mr. Pekarek provided a handout regarding his observations of the grates. The District may want to only do half of the grates that need locking mechanisms to ensure effectiveness.

Mr. Wellington asked Mr. Zimmerman if the grate locks can be installed as soon as possible. Mr. Zimmerman reviewed the grate locks and based the quote provided by All Terrain, it would cost \$12,694.70. Discussion ensued.

126 Mr. Zimmerman advised that the lock is a pressure fitted device. Mr. Pekarek
127 advised that Mr. Malave stated that it would be bolted in. Mr. Pekarek would
128 like to wait until the dry season. Mr. Wellington would like to proceed with the
129 ones on Mr. Pekarek's list. Discussion ensued regarding whether or not to
130 install some or all of the locks.
131

On a motion by Mr. Wellington seconded by Ms. McMican, with all in favor, the Board of Supervisors approved the utilization of locking mechanisms with reinforcing rebar for all locations on the inspection and to provide Chair / Vice Chair authorization to execute proposal/contract, for Cascades at Groveland Community Development District.

132 The Board directed Mr. Zimmerman to obtain a quote from All Terrain.
133

134
135 C. District Manager

136 Mr. Jeancola updated the Board regarding the budget. He stated that the
137 O&M portion of the assessments were reduced by \$20.48. There is a total
138 reduction of \$74.03 on an annual basis which brings the assessments down
139 to \$484.69. This is a 13.25% reduction. This will be implemented in the tax
140 bill. Discussion ensued.
141

142 Mr. Jeancola stated that the next regular meeting of the Board of Supervisors
143 is scheduled for Wednesday, October 17, 2018 at 2:00 p.m. at the Magnolia
144 House Sports Pavilion, located at 100 Falling Acorn Avenue, Groveland, FL
145 34736.
146

147 **EIGHTH ORDER OF BUSINESS**

**Supervisor Requests and
Audience Comments**

148
149
150 Mr. Wellington discussed with Shea Homes the ongoing issues with the composite
151 boards along the walkway and requested they remove the boards and replace with an
152 alternative material such as pavers or concrete. Discussion ensued.
153

154 Mr. Asaro requested that District Management review the postal zip code reflected
155 on agenda documents. It should be 34736 and not 34746.
156

157 An audience member commented on the mission statement and the need for
158 residents to understand the CDD and what the Board does. Mr. Wellington stated that there
159 has been some discussion regarding holding an informational workshop for all owners.
160 Discussion ensued.
161

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170 **NINTH ORDER OF BUSINESS**

Adjournment

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On Motion by Mr. Wellington, seconded by Mr. Asaro with all in favor, the Board adjourned the Board of Supervisors' Meeting at 3:55 p.m. for Cascades at Groveland Community Development District.

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176

Assistant Secretary

Chairman/Vice Chair

DRAFT

Tab 5

**CASCADES AT GROVELAND
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE · 8529 SOUTH PARK CIRCLE · SUITE 330 · ORLANDO, FLORIDA 32819

**Operation and Maintenance Expenditures
September 2018
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2018 through September 30, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: **\$12,231.88**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Cascades at Groveland Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2018 Through September 30, 2018

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
David V Ertel	001969	DE081518	Board of Supervisors Meeting - 08/15/18	\$ 200.00
Hopping Green & Sams	001971	102350	General/Monthly Legal Services 07/18	\$ 5,641.31
Orlando Sentinel Communications	001974	000950580000	Acct #CU00126744 Legal Advertising 08/18	\$ 176.82
Patrick G. Wellington	001970	PW081518	Board of Supervisors Meeting 08/15/18	\$ 200.00
Rizzetta & Company, Inc	001972	INV0000034680	District Management Services 09/18	\$ 3,088.75
Rizzetta Technology Services, LLC	001973	INV0000003641	Website & EMail Hosting Services 09/18	\$ 160.00
Tri-Choice Services, Inc.	001975	28480907	Dry Retention Pond Maintenance 09/18	<u>\$ 2,765.00</u>
Report Total				<u>\$ 12,231.88</u>

CASCADES AT GROVELAND CDD

Meeting Date: 8/15/2018

SUPERVISOR PAY REQUEST

Name of Board Supervisor	Check if present	Check if paid
Karen McMican		
✓ Patrick Wellington	✓	✓
John Asaro*	✓	
James R. Pekarek*	✓	
David Ertel	✓	✓

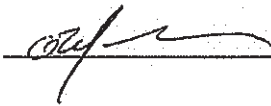
(*) Does not get paid

EXTENDED MEETING TIMECARD

Meeting Start Time:	2:00
Meeting End Time:	4:39
Total Meeting Time:	2h 39min

Time Over () Hours: _____

Total at \$175 per Hour: _____

DM Signature:  _____

**Please forward copy to Marcia Eannetta for
Extended Meeting.**

Date Rec'd Rizzetta & Co., Inc. AUG 22 2018

D/M approval A. J. [Signature] Date _____

Date entered AUG 28 2018

Fund 001 GL 51100 OC 1101

Check# _____

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

Date Rec'd Rizzetta & Co., Inc. SEP 04 2018

D/M approval A. J. [Signature] Date _____

Date entered SEP 05 2018

Fund 001 GL 51400 OC 3405

Check# _____

===== STATEMENT =====

August 10, 2018

Cascades at Groveland Community Development
c/o Rizzetta & Company, Inc.
8529 S. Park Circle #330
Orlando, FL 32819

Bill Number 102350
Billed through 07/31/2018

General Counsel / Monthly Meeting

CASCDD 00001 TFM

FOR PROFESSIONAL SERVICES RENDERED

07/02/18	TFM	Confer with Pekarek; confer with Breedlove regarding resident improvements draining to stormwater ponds; review matters pertaining to project completion and confer with Tyler regarding same; review matters pertaining to supplemental trust indentures; confer with resident.	1.60 hrs
07/03/18	TFM	Confer with Wellington; confer with Audette; confer with Malave.	0.70 hrs
07/05/18	SRS	Draft project completion resolution and certificate.	1.10 hrs
07/06/18	TFM	Confer with Moreno regarding tentative agenda; confer with Brizendine and Jeancola.	0.50 hrs
07/09/18	TFM	Confer with Moreno.	0.40 hrs
07/10/18	TFM	Review proposed agenda and provide comments to same; confer with Jeancola; confer with Breedlove.	0.60 hrs
07/10/18	SRS	Draft Engineer's Project Completion Certificate and Deferred Costs Certificate; confer with Mackie, Jeancola, and Malave regarding same; draft authorizing investments resolution.	1.00 hrs
07/11/18	TFM	Confer with Jeancola.	0.30 hrs
07/12/18	TFM	Confer with Jeancola, Brizendine and Audette regarding trust account balances; prepare resolution authorizing investment of District reserve monies.	1.10 hrs
07/12/18	SRS	Conduct follow-up regarding project completion resolution and certificate; confer with Jeancola regarding same; draft investment authorization resolution and review Indenture regarding same; confer with Mackie regarding same.	2.00 hrs
07/13/18	TFM	Finalize resolution authorizing investments and confer with Jeancola regarding same.	0.50 hrs
07/16/18	TFM	Review proposed plat and confer with Brizendine and Jeancola regarding same.	0.70 hrs
07/18/18	TFM	Prepare for, travel to and attend Board meeting; return travel.	5.40 hrs
07/19/18	TFM	Revise resolutions to incorporate Board direction at meeting and confer with	0.60 hrs

 Jeancola regarding same.

07/20/18	TFM	Confer with Pekarek, Audette and Jeancola.	0.50 hrs
07/24/18	TFM	Review Form 1 instructions and research submittal requirements and confer with Asaro regarding same; confer with Brizendine; review correspondence from Pekarek.	0.40 hrs
07/25/18	TFM	Confer with Jeancola; review correspondence from Malave.	0.40 hrs
07/25/18	DGW	Prepare new Supervisor Guides.	0.50 hrs
07/26/18	TFM	Provide Supervisor Guides to unopposed qualified electors; review correspondence from Pekarek; confer with Jeancola and Brizendine regarding project completion and communications regarding same with Trustee.	0.80 hrs
07/26/18	DGW	Prepare and disseminate new Supervisor Guides.	0.50 hrs
07/30/18	TFM	Prepare agreement with Reserve Advisors and confer with Jeancola regarding same.	0.60 hrs
07/30/18	DGW	Draft agreement for preparation of reserve study.	0.80 hrs
07/31/18	MGC	Conference call with Kilinski regarding ADA websites research, audio/minutes, and public records research; review emails and attached documents from Kilinski regarding ADA website compliance; research, review, and analyze the Sunshine Law Manual, attorney general opinions, and state and federal case law in connection with same; prepare section in memorandum addressing potential impact of ADA on website segregation; begin researching audio/video minutes issue.	0.20 hrs
07/31/18	JLK	Research, review and edit memorandum summarizing ADA website standards and related information; attend multiple conference calls with ADA consultants, district's insurance carrier and insurance defense counsel regarding ADA information; transmit information to district manager on same.	0.10 hrs

Total fees for this matter

\$5,513.00

DISBURSEMENTS

Document Reproduction

15.00

Travel

99.91

Travel - Meals

13.40

Total disbursements for this matter

\$128.31

MATTER SUMMARY

Wilbourn, David - Paralegal	1.80 hrs	125 /hr	\$225.00
Kilinski, Jennifer L.	0.10 hrs	260 /hr	\$26.00
Collazo, Mike	0.20 hrs	320 /hr	\$64.00
Sandy, Sarah R.	4.10 hrs	255 /hr	\$1,045.50
Mackie, A.Tucker Frazee	15.10 hrs	275 /hr	\$4,152.50

TOTAL FEES	\$5,513.00
TOTAL DISBURSEMENTS	\$128.31

TOTAL CHARGES FOR THIS MATTER	\$5,641.31

BILLING SUMMARY

Willbourn, David - Paralegal	1.80 hrs	125 /hr	\$225.00
Kilinski, Jennifer L.	0.10 hrs	260 /hr	\$26.00
Collazo, Mike	0.20 hrs	320 /hr	\$64.00
Sandy, Sarah R.	4.10 hrs	255 /hr	\$1,045.50
Mackie, A.Tucker Frazee	15.10 hrs	275 /hr	\$4,152.50

TOTAL FEES	\$5,513.00
TOTAL DISBURSEMENTS	\$128.31

TOTAL CHARGES FOR THIS BILL	\$5,641.31

Please include the bill number on your check.

Invoice Details

Billed Account Name: Cascades At Groveland Cdd
Billed Account Number: CU00126744
Invoice Number: 000950580000
Invoice Amount: \$176.82
Billing Period: 08/01/18 - 08/31/18
Due Date: 09/30/18



INVOICE

Page 1 of 2

Invoice Details

Date	Tronc Reference #	Description	Ad Size/Units	Rate	Gross Amount	Total
08/19/18	OSC950580	Classified Listings, Online RFP for Auditing Services 2018 5755700				176.82

Date Rec'd Rizzetta & Co., Inc. SEP 21 2018
D/M approval A. [Signature] Date _____
Date entered SEP 25 2018
Fund 001 of 51300 of 4801
Check# _____

Invoice Total: \$176.82

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
176.82	0.00	0.00	0.00	0.00	-108.25



Please detach and return this portion with your payment.

Remittance Section

Billed Period: 08/01/18 - 08/31/18
Billed Account Name: Cascades At Groveland Cdd
Billed Account Number: CU00126744
Invoice Number: 000950580000



PO Box 100608
Atlanta, GA 30384-0608

Return Service Requested

For questions regarding this billing, or change of address notification, please contact Customer Care:

2471000279 PRESORT 279 1 MB 0.421 P1C2



CASCADES AT GROVELAND CDD
C/O RIZZETTA & COMPANY INC.
2806 N 5TH ST STE 403
SAINT AUGUSTINE FL 32084-1904

Orlando Sentinel
PO Box 100608
Atlanta, GA 30384-0608



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

Invoice

Date	Invoice #
9/1/2018	INV0000034680

Bill To:

CASCADES AT GROVELAND CDD
 3434 Colwell Avenue, Suite 200
 Tampa FL 33614

Services for the month of	Terms	Client Number
September	Upon Receipt	00230

Description	Qty	Rate	Amount
District Management Services 3101	1.00	\$1,330.00	\$1,330.00
Administrative Services 3100	1.00	\$393.75	\$393.75
Accounting Services 3201	1.00	\$1,050.00	\$1,050.00
Financial & Revenue Collections 3111	1.00	\$315.00	\$315.00
Date Rec'd Rizzetta & Co., Inc. <u>SEP 04 2018</u> D/M approval <u>A. V. [Signature]</u> Date _____ Date entered <u>SEP 05 2018</u> Fund <u>001 GF 5130000 SEE ABOVE</u> Check# _____			
Subtotal			\$3,088.75
Total			\$3,088.75

Rizzetta Technology Services

3434 Colwell Avenue

Suite 200

Tampa FL 33614

Invoice

Date	Invoice #
9/1/2018	INV0000003641

Bill To:

CASCADES AT GROVELAND CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

Services for the month of	Terms	Client Number
September		00230

Description	Qty	Rate	Amount
Email Hosting	4	\$15.00	\$60.00
Website Hosting Services	1	\$100.00	\$100.00
Date Rec'd Rizzetta & Co., Inc. <u>SEP 04 2018</u> D/M approval <u>A.V. [Signature]</u> Date _____ Date entered <u>SEP 05 2018</u> Fund <u>001</u> <u>GF 51300</u> <u>OC 5103</u> Check# _____			
Subtotal			\$160.00
Total			\$160.00



Invoice

Landscape Management
CASCADES OF GROVELAND CDD
RIZZETTA & COMPANY, INC.
8529 S. PARK CIRCLE, #330
ORLANDO, FL 32819

Account No.	Date
284	09/07/18
Total Amount Due	
\$ 2,765.00	

Date Due: 09/22/18

Amount Enclosed \$ _____

REMIT TO: TRI-CHOICE SERVICES, INC

INVOICE #28480907

Services Rendered At: CASCADES OF GROVELAND CDD

Page # 1

Previous Balance: **5,530.00**

DATE	DESCRIPTION	AMOUNT
08/02/18	MOW RETENTION POND 120	0.00
08/02/18	MOW RETENTION POND 130	0.00
08/02/18	MOW RETENTION POND 100	0.00
08/16/18	PYMT REC'D-CK #1963-JULY MTE	CR 2,765.00
08/09/18	MOW RETENTION POND 50A	0.00
08/09/18	MOW RETENTION POND 50B	0.00
08/09/18	MOW RETENTION POND 50C	0.00
08/20/18	MOW RETENTION POND 60	0.00
08/20/18	MOW RETENTION POND 20	0.00
08/20/18	MOW RETENTION POND 110	0.00
08/23/18	MOW RETENTION POND 70	0.00
08/23/18	MOW RETENTION POND 120	0.00
08/23/18	MOW RETENTION POND 130	0.00
08/24/18	MOW RETENTION POND 50A	0.00
08/24/18	MOW RETENTION POND 50B	0.00
08/24/18	MOW RETENTION POND 50C	0.00
08/30/18	MOW RETENTION POND 100	0.00
08/30/18	MOW RETENTION POND 120	0.00
08/30/18	MOW RETENTION POND 130	0.00
08/30/18	MOW RETENTION POND 110	0.00
08/30/18	MOW RETENTION POND 60	0.00
09/06/18	PYMT REC'D-CK #1968- AUG MTE	CR 2,765.00
09/07/18	INSTALLMENT FOR THE MONTH OF SEP	2,765.00

Date Rec'd Rizzetta & Co., Inc. SEP 13 2018

D/M approval A. J. [Signature] Date _____

Date entered SEP 17 2018

Fund 001 GL 53800 OC 4U30

Check# _____

Current	Over 30	Over 60	Over 90	Total Amount Due
2,765.00				\$ 2,765.00

**CASCADES AT GROVELAND
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE · 8529 SOUTH PARK CIRCLE · SUITE 330 · ORLANDO, FLORIDA 32819

**Operation and Maintenance Expenditures
October 2018
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2018 through October 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: **\$21,657.70**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Cascades at Groveland Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2018 Through October 31, 2018

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
David V Ertel	001977	DE091918	Board of Supervisors Meeting 09/18	\$ 200.00
Department of Economic Opportunity	001985	72502	Special District Fee FY 18/19	\$ 175.00
Dewberry Engineers, Inc.	001976	1594157	Engineering Services 09/18	\$ 3,410.00
Hopping Green & Sams	001978	102806	General/Monthly Legal Services 08/18	\$ 2,995.95
Karen F. McMican	001979	KM091918	Board of Supervisors Meeting 09/18	\$ 200.00
Orlando Sentinel Communications	001984	001482717000	Acct #CU00126744 Legal Advertising 09/18	\$ 117.00
Patrick G. Wellington	001981	PW091918	Board of Supervisors Meeting 09/18	\$ 200.00
Rizzetta & Company, Inc	001982	INV0000035285	Assessment Roll Preparation FY 18/19	\$ 5,250.00
Rizzetta & Company, Inc	001982	INV0000035407	District Management Services 10/18	\$ 3,198.75
Rizzetta Technology Services, LLC	001983	INV0000003728	Website & EMail Hosting Services 10/18	\$ 160.00
Stahl & Associates Insurance	001980	Renewal FY 18/19	Public Officials Liability Renewal from 10/01/18 - 10/1/2019	\$ 1,386.00
Tri-Choice Services, Inc.	001986	28481004	Dry Retention Pond Maintenance 10/18	<u>\$ 4,365.00</u>
Report Total				<u>\$ 21,657.70</u>

CASCADES AT GROVELAND CDD

Meeting Date: 9/19/2018

SUPERVISOR PAY REQUEST

Name of Board Supervisor	Check if present	Check if paid
Karen McMican ✓	✓	✓
Patrick Wellington ✓	✓	✓
John Asaro* does not get paid	✓	
James R. Pekarek * does not get paid	✓	
David Ertel ✓	✓	✓

(*) Does not get paid

EXTENDED MEETING TIMECARD

Meeting Start Time:	2:00
Meeting End Time:	3:55
Total Meeting Time:	1 hr 55 min

Time Over _____ () Hours: _____

Total at \$175 per Hour: _____

DM Signature: 

Please forward copy to Marcia Eannetta for Extended Meeting .

Date Rec'd Rizzetta & Co., Inc. **SEP 27 2018**

D/M approval *A. [Signature]* Date _____

Date entered **OCT 02 2018**

Fund 001 gl 51100 oc 1101

Check# _____

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2018/2019 Special District Fee Invoice and Update Form
 Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 72502			Date Invoiced: 10/01/2018
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/03/2018: \$175.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:



Cascades At Groveland Community Development District
 Mr. William Rizzetta
 3434 Colwell Avenue, Suite 200
 Tampa, FL 33614

- 2. Telephone: ~~(813) 933-5574~~ 813-514-0400
- 3. Fax: ~~(813) 935-6212~~ 813-514-0401
- 4. Email: brizzetta@rizzetta.com
- 5. Status: Independent
- 6. Governing Body: Elected
- 7. Website Address: cascadesatgrovelandcdd.org
- 8. County(ies): Lake
- 9. Function(s): Community Development
- 10. Boundary Map on File: 12/19/2005
- 11. Creation Document on File: 11/07/2005
- 12. Date Established: 10/13/2005
- 13. Creation Method: Local Ordinance
- 14. Local Governing Authority: City of Groveland
- 15. Creation Document(s): City Ordinance 2005-10-47
- 16. Statutory Authority: Chapter 190, Florida Statutes
- 17. Authority to Issue Bonds: Yes
- 18. Revenue Source(s): Assessments
- 19. Most Recent Update: 10/19/2017

Date Rec'd Rizzetta & Co., Inc. OCT 12 2018
 D/M approval A. Rizzetta Date _____
 Date entered OCT 24 2018
 Fund 001 615300 004902
 Check# _____

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: *William Rizzetta* Date 10/12/2018

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

- a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.
- b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.
 - 1. ___ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
 - 2. ___ This special district is in compliance with the reporting requirements of the Department of Financial Services.
 - 3. ___ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2016/2017 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: ___ Denied: ___ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

INVOICE



Please remit to: Dewberry Engineers Inc.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510

Bill To: CASCADES @ GROVELAND CDD
ACCOUNTS PAYABLE
8529 S. PARK CIRCLE# 330
ORLANDO, FL 32819

Invoice #: 1594157
Invoice Date: 9/14/2018
Due Date: 10/14/2018
Client #: 224261
Contract #: 50089268
Batch #: 2807386

Work Performed Thru Period Ending 8/31/2018

Job: 50089268 Cascades at Groveland CDD 2017

TIME & MATERIAL BILLING

Task ID Task Description
T001 GEN ENG CONSULTANT SRVS 2017

CURRENT PERIOD BILLING

Description	Prev Amount Billed	Hours	Rate	Amount
DESIGNER I	\$ 24,477.50	5.50	100.000	\$ 550.00
ENGINEER IX		13.00	220.000	\$ 2,860.00
TOTAL HOURLY LABOR		18.50		\$ 3,410.00
TOTAL FOR T001				\$ 3,410.00

TOTAL FOR JOB: 50089268 \$ 3,410.00

TOTAL INVOICE AMOUNT DUE \$ 3,410.00
BY 10/14/2018

Date Rec'd Rizzetta & Co., Inc. **SEP 28 2018**

D/M approval RV Date _____

Date entered OCT 02 2018

Fund 001 G5B000c3103

Check# _____

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
REINARDO MALAVE DAVILA



Dewberry®

50089268
Cascades at Groveland CDD 2017

start_date	end_date	emp_id	fullname	cost_code	description	SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
8/4/2018	8/10/2018	220389	MALAVE DAVILA, REINARD	T0010000	Gen Eng Consultant Srvs 2017 - Coor of Agenda-Stormwater issue memo	0	0	0	1	2	1	0	4
8/4/2018	8/10/2018	535997	ZIMMERMAN, TIPTON M.	T0010000	Gen Eng Consultant Srvs 2017	0	0	0	0	2	2	0	4
8/11/2018	8/17/2018	220389	MALAVE DAVILA, REINARD	T0010000	Gen Eng Consultant Srvs 2017 - Coor district manager & Board meeting	0	0	1	2	4	1	1	9
8/11/2018	8/17/2018	535997	ZIMMERMAN, TIPTON M.	T0010000	Gen Eng Consultant Srvs 2017	0	0	0	0.5	1	0	0	1.5

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

Date Rec'd Rizzetta & Co., Inc. **SEP 27 2018**

D/M approval A. J. [Signature] Date _____

Date entered OCT 02 2018

Fund 001 GL 51400003405

Check# _____

===== STATEMENT =====

September 10, 2018

Cascades at Groveland Community Development
c/o Rizzetta & Company, Inc.
8529 S. Park Circle #330
Orlando, FL 32819

Bill Number 102806
Billed through 08/31/2018

General Counsel / Monthly Meeting

CASCDD 00001 TFM

FOR PROFESSIONAL SERVICES RENDERED

08/02/18	TFM	Review correspondence from Jeancola; review correspondence from Pekarek; review correspondence from Brizendine; review tentative agenda.	0.60 hrs
08/06/18	TFM	Confer with Brizendine and Jeancola regarding document execution; finalize completion resolution.	0.50 hrs
08/08/18	TFM	Review agenda package and prepare for Board meeting.	1.50 hrs
08/09/18	TFM	Review correspondence from Pekarek regarding stormwater related matters; prepare for Board meeting; confer with Jeancola; review mission statement and provide comments; confer with Moreno regarding comments to meeting minutes; review direction letter to US Bank and provide comments.	1.50 hrs
08/10/18	TFM	Confer with Jeancola regarding MBS memo.	0.30 hrs
08/15/18	SSW	Confer with Supervisor Pekarek regarding investment plan; prepare for and attend Board meeting; follow up with Jeancola regarding same.	3.90 hrs
08/17/18	TFM	Follow-up from Board meeting; review matters pertaining to investment of trust funds.	0.40 hrs
08/19/18	TFM	Revise reserve study agreement and confer with Jeancola regarding same.	0.50 hrs
08/20/18	TFM	Confer with Jeancola; review reserve study agreement and provide counsel regarding same.	0.70 hrs
08/28/18	TFM	Confer with Jeancola regarding meeting follow-up.	0.30 hrs
08/29/18	TFM	Follow-up from Board meeting and confer with Jeancola.	0.50 hrs
08/30/18	TFM	Confer with Jeancola.	0.30 hrs
08/31/18	MGC	Research regarding ADA website accessibility and public records.	0.10 hrs
08/31/18	JLK	Research, review and edit memorandum summarizing ADA website standards and related information; attend multiple conference calls with ADA consultants, district's insurance carrier and insurance defense counsel regarding ADA information; transmit information to district manager on same.	0.10 hrs

Total fees for this matter \$2,985.50

DISBURSEMENTS

Travel 10.45

Total disbursements for this matter \$10.45

MATTER SUMMARY

Kilinski, Jennifer L.	0.10 hrs	260 /hr	\$26.00
Collazo, Mike	0.10 hrs	320 /hr	\$32.00
Warren, Sarah S.	3.90 hrs	250 /hr	\$975.00
Mackie, A.Tucker Frazee	7.10 hrs	275 /hr	\$1,952.50

TOTAL FEES	\$2,985.50
TOTAL DISBURSEMENTS	\$10.45

TOTAL CHARGES FOR THIS MATTER \$2,995.95

BILLING SUMMARY

Kilinski, Jennifer L.	0.10 hrs	260 /hr	\$26.00
Collazo, Mike	0.10 hrs	320 /hr	\$32.00
Warren, Sarah S.	3.90 hrs	250 /hr	\$975.00
Mackie, A.Tucker Frazee	7.10 hrs	275 /hr	\$1,952.50

TOTAL FEES	\$2,985.50
TOTAL DISBURSEMENTS	\$10.45

TOTAL CHARGES FOR THIS BILL \$2,995.95

Please include the bill number on your check.

Invoice Details

Billed Account Name: Cascades At Groveland Cdd
Billed Account Number: CU00126744
Invoice Number: 001482717000
Invoice Amount: \$117.00
Billing Period: 09/01/18 - 09/30/18
Due Date: 10/30/18



INVOICE

Page 1 of 2

Invoice Details

Date	tronc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
09/10/18	OSC1482717	Classified Listings, Online Orlando Sentinel 5867460				117.00

Date Rec'd Rizzetta & Co., Inc. OCT 12 2018
D/M approval A. P. [Signature] Date _____
Date entered OCT 15 2018
Fund 001 GL 51300 004801
Check# _____

Invoice Total: \$117.00

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
293.82	0.00	0.00	0.00	0.00	-108.25



Please detach and return this portion with your payment.

Remittance Section

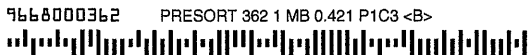
Billed Period: 09/01/18 - 09/30/18
Billed Account Name: Cascades At Groveland Cdd
Billed Account Number: CU00126744
Invoice Number: 001482717000

Orlando Sentinel
MEDIA GROUP

PO Box 100608
Atlanta, GA 30384-0608

Return Service Requested

For questions regarding this billing, or change of address notification, please contact Customer Care:



CASCADES AT GROVELAND CDD
C/O RIZZETTA & COMPANY INC.
2806 N 5TH ST STE 403
SAINT AUGUSTINE FL 32084-1904

Orlando Sentinel
PO Box 100608
Atlanta, GA 30384-0608



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

Invoice

Date	Invoice #
10/1/2018	INV0000035407

Bill To:

CASCADES AT GROVELAND CDD
 3434 Colwell Avenue, Suite 200
 Tampa FL 33614

Services for the month of	Terms	Client Number
October	Upon Receipt	00230

Description	Qty	Rate	Amount
District Management Services 3101	1.00	\$1,330.00	\$1,330.00
Administrative Services 3100	1.00	\$393.75	\$393.75
Accounting Services 3201	1.00	\$1,140.00	\$1,140.00
Financial & Revenue Collections 3111	1.00	\$335.00	\$335.00
Subtotal			\$3,198.75
Total			\$3,198.75

Date Rec'd Rizzetta & Co., Inc. OCT 04 2018

D/M approval AP [Signature] Date _____

Date entered OCT 08 2018

Fund 001 GL 5130000 See Above

Check# _____

Rizzetta Technology Services
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
10/1/2018	INV0000003728

Bill To:

CASCADES AT GROVELAND CDD
 3434 Colwell Avenue, Suite 200
 Tampa FL 33614

Services for the month of	Terms	Client Number
October		00230

Description	Qty	Rate	Amount
EEmail Hosting	4	\$15.00	\$60.00
Website Hosting Services	1	\$100.00	\$100.00
Date Rec'd Rizzetta & Co., Inc. <u>OCT 04 2018</u> D/M approval <u>A. J. [Signature]</u> Date _____ Date entered <u>OCT 08 2018</u> Fund <u>001</u> GL <u>51300oc5103</u> Check# _____			
Subtotal			\$160.00
Total			\$160.00



3939 Tampa Road, Oldsmar, Florida 34677

Cascades at Groveland CDD
 8529 South Park Circle, #330
 Orlando, FL 32819

INVOICE

CLIENT	Cascades at Groveland CDD
DATE	September 24, 2018
CLIENT SERVICE	Sandie Grimes Stefanie Hotung, ACII, CRIS
PAGE	1 of 1

PAYMENT INFORMATION	
INVOICE SUMMARY PAYMENT AMOUNT	\$1,386.00
PAYMENT FOR: Renewal of Public Officials Liability Insurance	

PLEASE CUT ON DOTTED LINE AND RETURN WITH PAYMENT

Thank You

INVOICE	EFFECTIVE	TRANSACTION	DESCRIPTION	AMOUNT
	10/1/2018	Renewal	Public Officials Liability	\$1,386.00

Date Rec'd Rizzetta & Co., Inc. OCT 03 2018
 D/M approval all paid Date _____
 Date entered OCT 03 2018
 Fund 001 GL 5500 oc
 Check# _____

Please make check payable to Stahl & Associates and remit directly to our office as soon as possible.

TOTAL
\$1,386.00
Thank You

Stahl & Associates Insurance 813.818.5300	DATE
	September 24, 2018



Landscape Management
CASCADES OF GROVELAND CDD
RIZZETTA & COMPANY, INC.
8529 S. PARK CIRCLE, #330
ORLANDO, FL 32819

Invoice

Account No.	Date
284	10/04/18
Total Amount Due	
\$ 4,365.00	

Date Due: 10/25/18

Amount Enclosed \$ _____

REMIT TO: TRI-CHOICE SERVICES, INC

INVOICE #28481004

Services Rendered At: CASCADES OF GROVELAND CDD

Page # 1

Previous Balance: **2,765.00**

DATE	DESCRIPTION	AMOUNT		
09/01/18	BUSH HOG & CLEANUP POND 70	1,600.00		
09/06/18	MOW RETENTION POND 50A	0.00		
09/06/18	MOW RETENTION POND 50B	0.00		
09/06/18	MOW RETENTION POND 50C	0.00		
09/06/18	MOW RETENTION POND 60	0.00		
09/13/18	MOW RETENTION POND 70	0.00		
09/13/18	MOW RETENTION POND 120	0.00		
09/20/18	MOW RETENTION POND 50A	0.00		
09/20/18	MOW RETENTION POND 50B	0.00		
09/20/18	MOW RETENTION POND 50C	0.00		
09/20/18	MOW RETENTION POND 60	0.00		
10/03/18	PYMT REC'D-CK #1975-SEPT MTE	CR 2,765.00		
10/04/18	INSTALLMENT FOR THE MONTH OF OCT	2,765.00		
<p>Date Rec'd Rizzetta & Co., Inc. <u>OCT 15 2018</u> D/M approval <u>A. Hernandez</u> Date _____ Date entered <u>OCT 15 2018</u> Fund <u>001</u> GL <u>5380</u> OC <u>4130</u> Check# _____</p>				
Current	Over 30	Over 60	Over 90	Total Amount Due
4,365.00				\$ 4,365.00

Tab 6

RESOLUTION 2019-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT AMENDING THE FISCAL YEAR 2017/2018 GENERAL FUND BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Cascades at Groveland Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lake County, Florida; and

WHEREAS, the Board of Supervisors of the District (hereinafter the "Board"), adopted a General Fund Budget for Fiscal Year 2017/2018; and

WHEREAS, the Board desires to reallocate funds budgeted to reflect reapportioned Revenues and Expenses approved during the Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT THE FOLLOWING:

Section 1. The General Fund Budget is hereby amended in accordance with Exhibit "A" attached hereto.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 21st DAY OF NOVEMBER, 2018.

**CASCADES AT GROVELAND
COMMUNITY DEVELOPMENT DISTRICT**

CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

**Amended Budget
Cascades at Groveland Community Development District
General Fund - Fiscal Year 2017/2018**

Chart of Accounts Classification	Budget for 2017/2018	Proposed Amended Budget for 2017/2018
REVENUES		
Special Assessments		
Tax Roll	\$ 101,852	\$ 101,852
Off Roll	\$ 6,739	\$ 6,739
TOTAL REVENUES	\$ 108,591	\$ 108,591
Balance Forward from Prior Year	\$ 13,014	\$ 44,466
TOTAL REVENUES AND BALANCE FORWARD	\$ 121,605	\$ 153,057
EXPENDITURES - ADMINISTRATIVE		
Legislative		
Supervisor Fees	\$ 5,000	\$ 6,000
Financial & Administrative		
Administrative Services	\$ 4,725	\$ 4,725
District Management	\$ 15,960	\$ 15,960
District Engineer	\$ 5,000	\$ 25,818
Disclosure Report	\$ 1,600	\$ 1,500
Trustees Fees	\$ 4,000	\$ 3,771
Assessment Roll	\$ 5,250	\$ 5,250
Financial & Revenue Collections	\$ 3,780	\$ 3,780
Accounting Services	\$ 12,600	\$ 12,600
Auditing Services	\$ 3,600	\$ 3,600
Arbitrage Rebate Calculation	\$ 500	\$ 500
Public Officials Liability Insurance	\$ 1,600	\$ 1,332
Legal Advertising	\$ 1,500	\$ 1,863
Dues, Licenses & Fees	\$ 175	\$ 175
Tax Collector /Property Appraiser Fees	\$ 200	\$ 200
Website Hosting, Maintenance, Backup (and Email)	\$ 1,920	\$ 1,920
Legal Counsel		
District Counsel	\$ 15,000	\$ 19,507
Administrative Subtotal	\$ 82,410	\$ 108,501
EXPENDITURES - FIELD OPERATIONS		
Stormwater Control		
Dry Retention Pond Maintenance	\$ 33,180	\$ 33,180
Dry Retention Pond Repair	\$ 2,500	\$ -
Other Physical Environment		
General Liability Insurance	\$ 1,515	\$ 1,376
Contingency		
Miscellaneous Contingency	\$ 2,000	\$ 10,000
Field Operations Subtotal	\$ 39,195	\$ 44,556
TOTAL EXPENDITURES	\$ 121,605	\$ 153,057
EXCESS OF REVENUES OVER EXPENDITURES	\$ 0	\$ 0

**Amended Budget
Cascades at Groveland Community Development District
Reserve Fund - Fiscal Year 2017/2018**

Chart of Accounts Classification	Budget for 2017/2018	Proposed Amended Budget for 2017/2018
REVENUES		
Special Assessments		
Tax Roll*	\$ 37,948	\$ 37,948
Off Roll*	\$ 2,511	\$ 2,511
TOTAL REVENUES	\$ 40,459	\$ 40,459
Balance Forward from Prior Year	\$ -	\$ -
TOTAL REVENUES AND BALANCE FORWARD	\$ 40,459	\$ 40,459
EXPENDITURES		
Contingency		
Capital Reserves	\$ 40,459	\$ 40,459
TOTAL EXPENDITURES	\$ 40,459	\$ 40,459
EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -

Tab 7

CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

DATE: October 1, 2018

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

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

AND: **CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT**
8529 South Park Circle
Suite 330
Orlando, Florida 32819

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

PURPOSE; SCOPE OF SERVICES:

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

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

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

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

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

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

- III. LITIGATION SUPPORT SERVICES.** Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.
- IV. ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.** These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by Consultant for providing those services to the extent authorized by law and the District's Rules of Procedure.
- V. TERM.** The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Contract are firm and that the Consultant may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.
- VI. FEES AND EXPENSES; PAYMENT TERMS.**
- A. FEES AND EXPENSES.**
- i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.
 - ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in Contract terms.

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

B. PAYMENT TERMS.

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

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

- VII. SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the Consultant, the Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VIII. NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

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

X. RESPONSIBILITIES.

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

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

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

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

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

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

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

XII. GENERAL TERMS AND CONDITIONS.

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

XIII. INDEMNIFICATION.

- A. DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

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

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

XIV. INSURANCE.

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
 - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
 - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be

named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- D.** If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

XV. ASSIGNMENT. Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.

XVI. COMPLIANCE WITH PUBLIC RECORDS LAWS. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes and the District's Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as **Exhibit D**; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR

**MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA,
FLORIDA 33614.**

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

If to the District: Cascades at Groveland Community
Development District
8529 South Park Circle, Suite 330
Orlando, FL 32819
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300 (32301)
P.O. Box 6526
Tallahassee, FL 32314
Attn: District Counsel

If to the Consultant: Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

XVIII. EFFECTIVE DATE. This Contract shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.

XIX. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.

XX. AGREEMENT; CONFLICTS. This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.

- XXI. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XXIII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXIV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- XXV. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**CONTRACT FOR PROFESSIONAL DISTRICT SERVICES
CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT**

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

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

WITNESS: _____
Signature

Print Name

CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST: _____
Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

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

EXHIBIT A
Scope of Services

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

MANAGEMENT:

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

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

ADMINISTRATIVE:

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.

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

ACCOUNTING:

A. Financial Statements

- 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.
- 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
- 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
- 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
- 5. Manage banking relations with the District's Depository and Trustee.
- 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- 7. Account for assets constructed by or donated to the District for maintenance.
- 8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- 9. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.

- c) Prepare all supporting accounting reports and documents as requested by the auditors
 - d) Respond to auditor questions
 - e) Review and edit draft report
 - f) Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

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

C. Accounts Payable/Receivable

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

D. Capital Program Administration

- 1. Maintain proper capital fund and project fund accounting procedures and records.
- 2. Process Construction requisitions including:
 - a) Vendor Contract completion status
 - b) Verify Change Orders for materials
 - c) Check for duplicate submittals

d) Verify allowable expenses per Bond Indenture Agreements such as:

- (1) Contract Assignment
- (2) Acquisition Agreement
- (3) Project Construction and Completion Agreement

3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

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

F. Risk Management

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

FINANCIAL AND REVENUE COLLECTION:

A. Administer Prepayment Collection:

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.

3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
 4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.
- B. Administer Assessment Roll Process:
1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
 2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
 3. Verify assessments on platted lots, commercial properties or other assessable lands.
 4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
 5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.
- C. Administer Assessments for Off Tax Roll parcels/lots:
1. Maintain and update current list of owners of property not assessed via the tax roll.
 2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
 3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.
- D. True-Up Analysis:
1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
 2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

ADDITIONAL SERVICES:

A. Meetings

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

B. Financial Reports

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

C. Bond Issuance Services

1. Special Assessment Allocation Report;

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

2. Bond Validation;

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

3. Certifications and Closing Documents;

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

D. Electronic communications/e-blasts;

E. Special requests;

F. Amendment to District boundary;

G. Grant Applications;

H. Escrow Agent;

I. Continuing Disclosure/Representative/Agent;

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

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

LITIGATION SUPPORT SERVICES:

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

ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

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

EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	MONTHLY	ANNUALLY
Management:	\$ 1,330.00	\$15,960.00
Administrative:	\$ 393.75	\$ 4,725.00
Accounting:	\$ 1,140.00	\$13,680.00
Financial & Revenue Collections:	\$ 335.00	\$ 4,020.00
Assessment Roll (1):		\$ 5,250.00
Total Standard On-Going Services:	\$ 3,198.75	\$43,635.00

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.

ADDITIONAL SERVICES:

Extended and Continued Meetings	Hourly	\$ 175
Special/Additional Meetings	Per Occurrence	Upon Request
Modifications and Certifications to Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Special Assessment Allocation Report	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

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

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

LITIGATION SUPPORT SERVICES: Hourly Upon Request

ADDITIONAL THIRD PARTY SERVICES:

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

EXHIBIT C
Municipal Advisor Disclaimer

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

EXHIBIT D

Public Records Request Policy and Fees

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

Policy Generally:

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

Requests for District Records:

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

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

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

Processing Responsive Records:

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party will be charged according to the District's adopted fee schedule.

2. Records are only required to be produced in the format(s) in which they exist.

3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.

4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.

5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.

6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.