



Rizzetta & Company

Talavera Community Development District

**Board of Supervisors
Regular Meeting
June 21, 2023**

**District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544
813-994-1001**

www.talaveracdd.org

TALAVERA COMMUNITY DEVELOPMENT DISTRICT

Talavera Amenity Center, 18955 Rococo Road, Spring Hill, FL 34610

Board of Supervisors	Marco Kremser Richard Henderson Pamela Plehal Lee Thompson William O'Donovan	Chair Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary
District Manager District Manager	Debby Wallace Sean Craft	Rizzetta & Company, Inc. Rizzetta & Company, Inc.
District Counsel	Scott Steady	Burr Forman, PA
District Engineer	Tonja Stewart	Stantec Consulting

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 (813) 994-1001.

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.

TALAVERA COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE – Wesley Chapel, Florida (813) 994-1001
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, FL 33614
www.talaveracdd.com

June 13, 2023

**Board of Supervisors
Talavera Community
Development District**

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Talavera Community Development District will be held on **Wednesday, June 21, 2023, at 6:00 p.m.** at the Talavera Amenity Center located at 18955 Rococo Road, Spring Hill, Florida 34610. The following is the final agenda for this meeting:

- 1. CALL TO ORDER / ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
 - A.** Landscape Inspection Specialist
 1. Review of the Landscape Inspection Report Tab 1
 - B.** RedTree
 1. Review of the Landscaper Report and Comments
(Under Separate Cover)
 2. Consideration of Landscape Enhancement
East of Clubhouse Plant Replacement Proposal Tab 2
 3. Consideration of Landscape Enhancement
Sod Renovation for Main Entrance Center
Island Proposal..... Tab 3
 4. Consideration of Landscape Enhancement
Plant Replacement behind Rococo Road Proposal Tab 4
 - C.** Solitude
 1. Review of the Aquatics Report Tab 5
 - D.** Clubhouse Manager
 1. Review of the Clubhouse Manager's Report Tab 6
 2. Consideration of Two 30 Miles Per Hour Signs and
Yield Sign Proposals Tab 7
 3. Consideration of Off Duty Officer Proposal..... Tab 8
 4. Consideration of Trespassing Agreement
& Signs Proposal..... Tab 9
 5. Consideration of the Parking Policy
and Signs Proposal Tab 10
 - E.** District Engineer
 - F.** District Counsel
 - G.** District Manager
 1. Review of the District Manager's Report Tab 11

4. BUSINESS ITEMS

- A. Discussion of Landscaper Proposals
- B. Consideration of Speed Study Proposal Tab 12
- C. Consideration of Inspection and Certify Roadway Proposal..... Tab 13
- D. Discussion of Crockett's Towing Resignation..... Tab 14
- E. Consideration of Agreement with A1 Recovery Tab 15
- F. Consideration of Resolution 2023-06, Removing an
Assistant Secretary Tab 16
- G. Consideration of the Revised Tennis Agreement Tab 17
- H. Review of 12246 Nouveau Ave ARC Fence Denial..... Tab 18

5. BUSINESS ADMINISTRATION

- A. Consideration of Minutes of Board of Supervisors'
Regular Meeting held on May 17, 2023 Tab 19
- B. Consideration of Operations & Maintenance
Expenditures for April 2023..... Tab 20

6. SUPERVISOR REQUESTS

7. ADJOURNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any questions, or to obtain a copy of the full agenda, please do not hesitate to contact Debby Wallace at dwallace@rizzetta.com.

Sincerely,

Debby Wallace

Debby Wallace
District Manager

Tab 1

TALavera

LANDSCAPE INSPECTION REPORT



June 13, 2023
Rizzetta & Company
Jason Liggett – Landscape Specialist



Rizzetta & Company
Professionals in Community Management

SUMMARY & POOL HOUSE

General Updates, Recent & Upcoming Maintenance Event

- Make sure crews are performing mowing services weekly. Notify management if this cannot be completed and or reseeding events are happening so we can plan ahead of time.

The following are action items for Redtree Landscaping. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Bold and Underlined** indicates a board decision.

1. **During my inspection, this month the turf areas around the clubhouse that were dead last month need to be replaced. In talking to O'Neil Sod, they believe this is from in proper irrigation coverage not hitting the areas. These areas are maybe 30 pieces of sod and needs to be replaced. What direction does the board want to take from here? This can be discussed with redtree in the meeting. Item 1 has been replaced however looks bad but the other areas nothing has been done. Pic 1,1a,1b)**



Talavera Parkway

2. Make sure the pentas in the front of the amenity center are getting adequate water. We possibly have misters that are clogged.
3. During my inspection I did notice turf weeds starting in the recently installed Saint Augustine. Let's get ahead of these issues before it becomes bad.
4. Remove the dead from the base of the lirioppe on the outside border of the pool area on both the east and west sides.
5. Continue to work on turf weeds on the west side of the pool area and to the west of the kid's playground.
6. Treat the ant mounds around the basketball court area.
7. Lift the 2 oak trees at the main entrance to the amenity center to 10 feet per the scope.
8. Replace the damaged ICV valve cover on the inbound side of Talavera Parkway before the first speed limit sign as you enter the community. Looks like a mower has run it over.
9. Remove the dead form the base of the ornamental grasses along the berm area on Talavera Parkway.(Pic 9)



10. During my inspection it looks like the homeowner has completed the pool install on the inbound side of Talavera Parkway. We will follow up to make sure this area is restored to the original state.

11. The saint augustine on Talavera Parkway hasn't changed much since last month. Below are pictures from last month and pictures I took this month. What can RedTree do to improve the color of this turf?(11,11A)



12. In the bad areas I did noticed sign of runners starting to spread. But we also have areas where Bermuda is starting to grow in.
13. Make sure soft edging is being performed down Talavera parkway. Treat the bed weeds in the beds.



Talavera Parkway

14. In the last meeting redtree stated that why would flush cut the dead trees in Phase D at the end. Is this still the plan?(Pic 14)



15. During my visit I looked at the drainage structure behind pond 400. This will need to be treated by the aquatics team. Update this still needs to be completed and wasn't during this month's inspection(Pic 15)



16. Provide a proposal to remove the plant material in the front of the lights at the entrance to Talavera. Provide an alternate design for this entrance that doesn't affect the lighting of the sign.(Pic 16)



Tab 2



The New Standard in Landscape Maintenance

1.888.RED.TREE

www.redtreelandscape.com

5532 Auld Lane, Holiday FL 34690

May 19, 2023

Landscape Enhancement Proposal

for

Talavera CDD

East of Clubhouse Plant Replacement



- Install 13 Red Hot Hibiscus 3gal
- Install 2 bags Pine Bark Mini Nuggets 3cu
- Includes all materials, labor, hauling and dump fees

Total: \$375.00

Authorized By:

Date:

Proposal submitted by Kevin Smith – Senior Landscape Designer / Advisor
ksmith@redtreelandscape.com / Cell phone: (727) 426.3679

Tab 3



The New Standard in Landscape Maintenance

1.888.RED.TREE

www.redtreelandscape.com

5532 Auld Lane, Holiday FL 34690

May 20, 2023

Landscape Enhancement Proposal

for

Talavera CDD

Sod Renovation for Center Islands at Main Entrance

- Cut out existing declining turf from 2 center islands and haul away
- Install 10,000 sq ft St Augustine Sod to 2 center islands
- Includes all materials, labor, hauling & dump fees

Total: \$17,500.00 50% Discount = \$8,750.00

Authorized By:

Date:

Proposal submitted by Kevin Smith – Senior Landscape Designer / Advisor
ksmith@redtreelandscape.com / Cell phone: (727) 426.3679

Tab 4



The New Standard in Landscape Maintenance

1.888.RED.TREE

www.redtreelandscapesystems.com

5532 Auld Lane, Holiday FL 34690

May 19, 2023

Landscape Enhancement Proposal

for

Talavera CDD

Plant Replacement Behind 18736 Rococo Rd.



- Install 4 Viburnum Odoratissimum 15gal.
- Install 7 Variegated Confederate Jasmine 3ga.l
- Install 32 Liriope 1gal.
- Install 400 sq ft Bahia Sod
- Install 1 yard Pine Bark Mini Nuggets
- Includes all materials, labor, hauling & dump fees

Total: \$2,250.00

Authorized By:

Date:

Proposal submitted by Kevin Smith – Senior Landscape Designer / Advisor
ksmith@redtreelandscape.systems / Cell phone: (727) 426.3679

Tab 5

SOLITUDE

LAKE MANAGEMENT



Talavera CDD Waterway Inspection Report

Reason for Inspection: Monthly required

Inspection Date: 2023-06-02

Prepared for:

Lynn Hayes
Rizzetta & Company

Prepared by:

Nick Margo, Aquatic Biologist

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

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PONDS310B,360A,37 4

PONDS380A,380B,S 5

PONDS 400 6

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SITE MAP 8

220

Comments:

Site looks good

The water level is back up from the recent rain and the site is in good condition with minimal nuisance vegetation and a strong monoculture of native Spikerush.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



300

Comments:

Site looks good

The site is in good condition with minimal nuisance vegetation and a strong monoculture of native Gulf Spikerush. The water level is up since the last inspection.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



310A / S2

Comments:

Normal growth observed

The numbered site is dry but the sump has some seasonal vegetation like dog fennel that can use an herbicide application.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



310B / S1

Comments:

Site looks good

Both sites have decay from a recent herbicide treatment but both are in overall good condition with no real issues to note.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



360A

Comments:

Site looks good

The water level is up and the site remains in good condition with no nuisance vegetation issues to note and good water clarity.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



370

Comments:

Site looks good

The water level is also up here but the site remains in good condition. Most of the torpedograss and pennywort is still on exposed bank.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 380A

Comments:

Site looks good

The water level is still down although it has more water than the last time it was inspected. The submersed weeds are much improved.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 380B

Comments:

Site looks good

The site has some water again but is still in good condition with minimal nuisance vegetation.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: S3 / S5

Comments:

Normal growth observed

Both sites need to have seasonal vegetation controlled. S5 has some issues we will discuss in the summary.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 400**Comments:**

Normal growth observed

The site has some new Southern Naiad growth that should be treated with herbicide before it blooms larger.

Action Required:

Routine maintenance next visit

Target:

Submersed vegetation

**Management Summary**

We received some much needed rain, and while at the time of inspection everything wasn't at the high water mark, water columns were surely on the rise. In cases like 380A, this really help suppress what left over submersed weeds there were and if you look back to past reports, the site looks much improved.

Site 400 still has some submersed vegetation. Looks like a mixture of Southern Naiad and Slender Spikerush. The site will probably require dosing it with a systemic herbicide again to gain control.

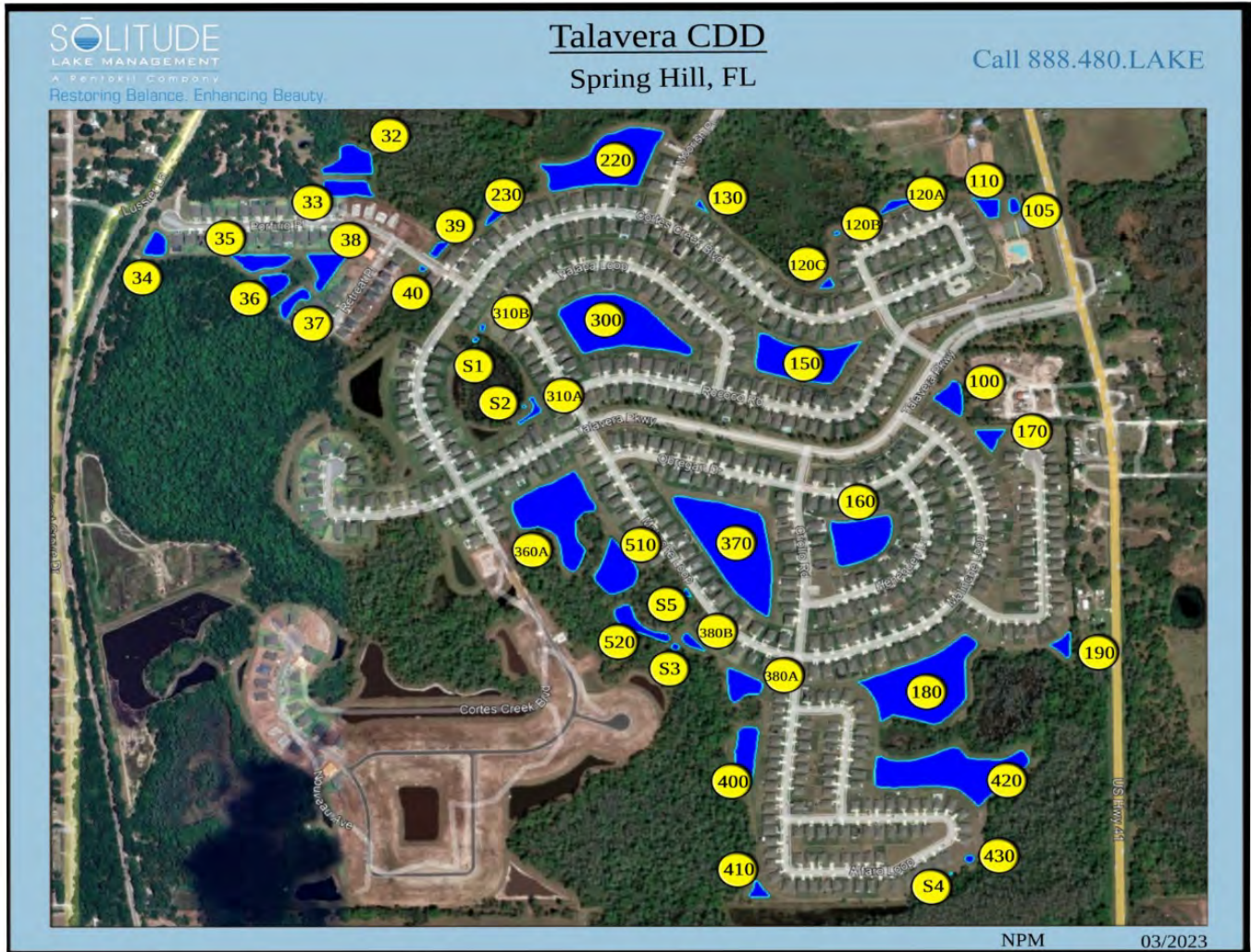
The rains also triggered some terrestrial growth among the rip rap in sites S2 & S3 but a simple herbicide application should control this.

S5 needs cutting back in order to access the site for proper treatments but I also see you have a physical removal possibly scheduled for the site so that should resolve the access issues I'm currently seeing at the site.

Everything else looked good with well welcomed water.

Thank You For Choosing SOLitude Lake Management.

Site	Comments	Target	Action Required
220	Site looks good	Species non-specific	Routine maintenance next visit
300	Site looks good	Species non-specific	Routine maintenance next visit
310A	Normal growth observed	Shoreline weeds	Routine maintenance next visit
310B	Site looks good	Species non-specific	Routine maintenance next visit
360A	Site looks good	Species non-specific	Routine maintenance next visit
370	Site looks good	Species non-specific	Routine maintenance next visit
380A	Site looks good	Species non-specific	Routine maintenance next visit
380B	Site looks good	Species non-specific	Routine maintenance next visit
S3/S5	Normal growth observed	Shoreline weeds	Routine maintenance next visit
400	Normal growth observed	Submersed vegetation	Routine maintenance next visit



Tab 6



Monthly Operations Report May 2023 - (May 17 – June 21)

Talavera Community Development District (CDD)

18955 Rococo Road, Spring Hill, FL 34610

Phone: 813.536-1445 Email: manager@talaveraclub.com

Clubhouse Operations/Maintenance Update

Clean mailbox area and applied stainless steel spray on all mailboxes (maintenance)
Deep carpet cleaning office, kitchen & multi-purpose room (maintenance)
Normal twice a week pickup/replace bags dogs waste station (maintenance)
Detailed cleaning of roadside/large community board (maintenance)
Family restroom & ladies handicap caulking the sink (maintenance)
Detailed ant treatment outside/surrounding areas of clubhouse for current/future events (maintenance)
Safety checks & blow debris around clubhouse/amenities (maintenance)
Organized maintenance closet (maintenance)
Inventory of all cleaning materials (maintenance)
Repaired & painted few spots on the walls in managers office (maintenance)
Every other day drive thru community street for parking violations
Normal daily routine for facilities, safety & trash check
Normal daily routine organizing lounge & chairs wipe all tables and trash recovery
Normal daily routine of handling/resolving any residents issues
Dept. of Heath Operating Permit expires 6/30/24 (Framed & hang on wall)
Keep daily records of all duties done & filed
Weekly update/check on community bulletin boards
Send out all needed community updates via email blast.

Status of Approved Items on Meeting May 17 – June 21, 2023

1. New playground equipment – Installed on 6/2/2023
2. Requested 50% deposit for Cushion Solution Inc., they will p/up. Pool Lounge Chairs, umbrella once received, and deliver once the balance is paid in full.
3. Square terminal approval and ordered – awaiting to be received
4. Romaner Graphics – Replaced the pool sign, job done on 5/26
5. Romaner Graphics – Replaced 2 street signs at Porfirio & Cortez, along with brackets that hold them; job done on 5/26
6. Romaner Graphics – Replaced the post to correct the heights; Stop signs at Criollo & Malinche; Obregan & Malinche; Morish & Cortez, job done on 5/26
7. Romaner Graphics – fixed and secure the Car Stop at Talavera Amenity, job done on 5/26
8. DeCort Electrical Solution Inc- Approved Talavera Entrance Lights waiting for signature
9. Vanguard Cleaning System – starts cleaning service effect June 1, 2023

Upcoming May Events & Food Trucks

Friday, June 2 – Coffee & Donuts 9:30am-12pm

Saturday 3 – Food Truck 5:00pm-8:00pm

Tuesday June 6- Card & Games 11am-2pm

Tuesday, June 6 - Spirit Meeting 6:30pm

Wednesday, June 7 – Ice Cream & More Day

Thursday, June 8 – Arts & Craft 11am-2pm

Friday, June 9- Food Truck 5:00pm-8:00pm

Saturday 10- Ladies Latin Dance 5:30pm

Friday, June 16 -Coffee & Donuts 9:30am-11pm

Saturday, June 17 – Blood Drive 10am-4pm

Saturday, June 17- Food Truck 5:00pm-8:00pm

Tuesday, June 20 – Card & Games 11am-2pm

Wednesday, June 21 – CDD Meeting 6pm

Thursday, June 22- Arts & Craft 11:00am-2:00pm

Friday, June 23-Food Truck 5:00pm-8:00pm

Saturday, June 24 – Pool Party Spirit Committee 11:00am-2:00pm

Tuesday, June 27 – ARC Meeting 6:30 Virtual

To be discussed on our CDD meeting of June 21th

- a. Radarsign – Quote #QUO817 – Includes one Solar Radar Sign & two 30MPH, no yield to pedestrian signs for the crosswalk and they do not install. **Exhibit A**
- b. Romaner Graphics Quote – Including 2x30MPH & yield to pedestrian signs with Installation **Exhibit B**
- c. Enclosed Crockett's letter no longer servicing Talavera – **Exhibit C**
- d. Enclosed A1 Recovery – Company Information, Impound Procedure Towing Agreement forms- Once we fill this form and emailed; it will be entered in their system. – **Exhibit D**
- e. Enclosed No Parking Anytime Street signs (Map of Locations) if you notice map they are not in each street as follows: Diego Circle, Porfirio, Retreat, Rococo, Palapa Loop, Malinche, Obregan, Henequen & Criollo, New Section the entrance of Cortez Creek that's it. – **Exhibit E**

Trespassing behind 11966 Nouveau:

- 1. Enclosed Romaner Graphics Quote – **Exhibit F**
- 2. Community Development District Trespass Agreement-**Exhibit G**
- 3. Trespass Agreement Notice – **Exhibit H**
- 4. Stantec Map – **Exhibit I**
- 5. Pasco County Property Map Legend – **Exhibit J**
- 6. Application for Extra Duty Detail Employment –
- 7. Pictures fence put up by MI with signs

Tab 7



Radarsign, LLC
1220 Kennestone Circle Suite 130
Marietta GA 30066
United States

SALES QUOTE

#QUO817

Order Date: 05/24/2023

Revision Date: 05/24/2023

Bill To

Evelyn Ocasio Lopez
Talavera CDD
Talavera CDD
5844 Old Pasco Rd
SUITE 100
Wesley Chapel FL 33544
United States

Ship To

Talavera CDD
Talavera CDD
18955 Rococo rd.
Spring Hill FL 34610
United States

TOTAL

\$4,388.00

Expires: 06/23/2023

Memo: TC-600 S and 2 printed speed limit signs.

Expires	Exp. Close	Sales Rep	Partner	Shipping Method
06/23/2023	05/24/2023	Anna Duckworth		FedEx Ground®

Quantity	Item	Rate	Amount
1	TC-600 S TC-600 Solar Power Radar Sign 13" Full Matrix Display: speeds readable at 600 feet Two 12V 18 amp hour AGM batteries, provides up to 12 days backup operation. Includes message alerts "SLOW DOWN" & "TOO FAST", plus 3 levels of flashing speeds. Standard timers allow up to 5 settings per day. 'Possum Switch' allows sign to go dark for 30 minutes if assaulted with force. Wi-Fi wireless transmitter, communication range up to 300 feet, No internet required.	\$3,695.00	\$3,695.00
1	RS019 Included: Sign "YOUR SPEED" 28" x 33" TC-600 White	\$0.00	\$0.00
1	AA041 Included: 50 watt solar panel with 8' flexible conduit & wiring	\$0.00	\$0.00
1	AA003 Included: Mounting bracket for 50 watt solar panels	\$0.00	\$0.00
1	AA073 Optional: Heavy Duty Lock for Universal Pivot Bracket	\$30.00	\$30.00



Radarsign, LLC
1220 Kennestone Circle Suite 130
Marietta GA 30066
United States

SALES QUOTE

#QUO817

Order Date: 05/24/2023

Revision Date: 05/24/2023

Quantity	Item	Rate	Amount
0	AA061 Optional: Simulated camera flash & white strobe	\$90.00	\$0.00
0	AA064 Optional: Red/Blue Strobe alert (Police Flash)	\$180.00	\$0.00
1	StreetSmart Data Collection Software Optional: Generates 35 charts and graphs with Excel™ macro. Provides weekly, daily, hourly, and 1/2 hour data on # of vehicles, # of speeders, average speeds, peak speeds, 50th & 85th percentile & more. Extended 30 day charts included for trend analysis. Lifetime license - Licensed per sign One time charge - No recurring fees	\$275.00	\$275.00
0	AA048 Optional Mounting Hardware Kit, Universal Bolt, Mounting Kit (Square)	\$4.00	\$0.00
0	AC026 Optional Mounting Hardware: SS pipe clamp set (2) fits to 2.5" to 4" OD (small round pole) Used for mounting sign, solar panel bracket or sign extender bracket (Qty 2 per package)	\$12.00	\$0.00
0	AC027 Optional Mounting Hardware: SS pipe clamp set fits 4" to 6" OD (medium size round pole) Used for mounting sign, solar panel bracket or sign extender bracket (Qty 2 per package)	\$14.00	\$0.00
2	SL0030 Sign 30 MPH Speed Limit Sign 24 x 30	\$88.00	\$176.00
2	AR005 Bracket Sign Extender TC-600	\$26.00	\$52.00



Radarsign, LLC
1220 Kennestone Circle Suite 130
Marietta GA 30066
United States

SALES QUOTE

#QUO817

Order Date: 05/24/2023

Revision Date: 05/24/2023

Subtotal	\$4,228.00
Discount Total	
Shipping Cost	\$160.00
Tax Total (0%)	\$0.00
Total	\$4,388.00

Due to the significant market volatility impacting raw materials and freight escalations all quotes are valid for 30 calendar days. If corresponding order is placed beyond the 30 calendar days, prices may be subject to change. US State sales tax must be collected unless you provide a sales tax-exempt form.

*** Quote valid for 30 days. Pricing does not include any international taxes, fees, or duties.**

Minimum re-stock fee: 15%.

Sales Rep. Name: Anna Duckworth
W: (678) 965-4814 ext 109 M: (470) 577-4982
Email: aduckworth@radarsign.com

Authorized Signature

Print Name/Title

Date

Blank Tab



20108 Pond Spring Way
Tampa, FL 33647
(813) 991-6069
FAX (813) 907-8205

JOB ESTIMATE

TO: _____
 COMPANY NAME: Talavera _____
 DATE: 5/21/23 _____

QUOTE: 24" x 30" 30MPH Speed Limit sign
 10' U Channel post with lap splice kit and breakaway stub. \$340.00

30" Pedestrian Crossing sign with a separate left arrow
 10' U Channel post with lap splice kit and breakaway stub.
 2 @ \$365.00 ea. \$730.00

Stripe crosswalk with traffic paint with reflective beads. \$325.00

TOTAL \$1,395.00

Thank You: Romaner Graphics

Tab 8

Pasco Sheriff's Office

APPLICATION FOR EXTRA DUTY DETAIL EMPLOYMENT

As provided for in Florida State Statute 30.2905

Requesting Extra Duty Employer (Name): _____

Street Address: _____

City: _____ State _____ Zip _____

Contact Person: _____

Telephone #: (_____) _____ - _____ or (_____) _____ - _____ Fax: (_____) _____ - _____

Email: _____

Date(s) Needed: _____ to _____

Time(s) Needed: _____

Number of Deputies Requested: _____ Total Hours Requested for all Deputies for Extra-Duty Detail: _____

Base Rates:	♦ Regular Detail \$45.00 per hour	♦ Premium \$50.00 per hour
	♦ Holiday \$55.00 per hour	♦ Premium & Holiday \$60.00 per hour

NOTE: There is a required minimum of four (4) hours per deputy per detail. See Section F for cancellation terms.

Location of Extra Duty Detail:

Nature of Detail and Duties:

Special directions, and/or additional information:

If Worker's Compensation and Liability Insurance is provided, please enclose certificate of insurance with application.

Make Checks Payable to: Pasco Sheriff's Office Extra-Duty Detail
Attn: Extra-Duty Program Coordinator
8700 Citizen Drive
New Port Richey, Florida 34654
Telephone: (727) 844-7795
Fax: (727) 844-7731
E-mail: rtrani@pascosheriff.org

I have read and understand the terms and conditions contained on all three pages of this application and have the legal authority to enter into the contract under Florida Law.

Printed Name: _____

Accepted By: _____

Chris Nocco, Sheriff or Designee

Signature: _____

Date: _____

Date: _____

Tracking Number: _____

Office Use Only

CONDITIONS OF EXTRA DUTY EMPLOYMENT:

A. PROCEDURES FOR APPLICATION

1. All public or private entities desiring to contract with the Sheriff for eligible members to perform security-related services, during their off-duty hours, must make a formal request by submitting a completed application along with payment in full at least five (5) business days in advance of the requested extra-duty detail. (NOTE: S. 10 ART VII Florida Constitution does not allow a Sheriff to extend credit.). Extra-duty employers may apply in person or by sending an email to rtrani@pascosheriff.org. The completed application must contain the following information:
 - a. Date, time, duration, type of event, and expected attendance;
 - b. Number of members needed;
 - c. The nature of duties to be performed;
 - d. Whether the extra-duty employment request is a one-time job, or will be on a continuing basis;
 - e. Members will receive a minimum of four hours pay for any extra-duty employment detail: and,
 - f. A statement as to whether the extra-duty employer has worker's compensation insurance or liability insurance to cover the member while performing the duties associated with the extra-duty detail, along with proof of such insurance.
2. The Extra Duty Program operates concurrent with the Sheriff's Office's Fiscal year (October 1 – September 30). All contracts that request services on a continual basis shall be re-established, in writing, each October.

B. PROHIBITED EXTRA-DUTY DETAILS: Any extra-duty employment that is prohibited by law, has been determined to create a conflict of interest, interferes with official duties, or may cause an adverse reflection on the Office of the Sheriff will not be accepted. These include, but are not limited to: Bail bondsman; Store detective; Investigative work for attorneys, insurance firms, collection agencies, or security service companies. Certified members may be employed by establishments licensed under the beverage law to provide outdoor security-related services with the approval of the Sheriff. Such requests will be reviewed and approved on a case-by-case basis.

C. STAFFING REQUIREMENTS:

1. It is the responsibility of the Pasco Sheriff's Office to determine the adequate number of security personnel and traffic personnel needed to staff an event.
2. Public events must conform to County Ordinance No. 10-29. The need for six or more members requires the employment of a supervisor (sergeant or lieutenant).
3. A minimum of two (2) deputies are required for special events where alcohol will be present.
4. One (1) sergeant is required for each assignment requiring six (6) to ten (10) members.
5. Two (2) sergeants will be required for groups of 11 to 20 members.
6. Three (3) sergeants will be required for groups of 21 to 30 members.
7. One (1) lieutenant will be required for three (3) or more sergeants.

D. EXTRA DUTY RATES:

1. If alcohol is being served on premises, the detail will be billed at the premium rate.
2. Details scheduled on a holiday observed by the Pasco Sheriff's Office will be billed at the holiday rate. Details will be considered a holiday detail on both the observed date and actual holiday in the event they fall on different days. (For example, if July 4 is a Sheriff's Office holiday and it falls on a Sunday, but it is observed on the following Monday, details on both Sunday, July 4 and Monday, July 5 would be billed at the holiday rate). Check with the Extra Duty Coordinator for a list of dates classified as holidays for the year.

Rate Category	DEPUTY	SERGEANT	LIEUTENANT
Regular	\$45.00/hr	\$48.00/hr	\$51.00/hr
Premium	\$50.00/hr	\$53.00/hr	\$56.00/hr
Holiday	\$55.00/hr	\$58.00/hr	\$61.00/hr
Premium & Holiday	\$60.00/hr	\$63.00/hr	\$66.00/hr

3. Employers who contract for more than 1,000 hours during a fiscal year (October 1 - September 30) may be eligible to receive a \$2.00/hour discount on the standard rates. In order to be eligible to receive a discount, Employers must have contracted for more than 1,000 hours the previous year, shall not have more than three (3) late payments, and shall schedule more than 1,000 hours during the current year in order to qualify. Employer will be notified if they qualify for the discount prior to renewal.
4. The Sheriff's Office may increase the hourly fee for a specific detail based on the nature or scope of the detail, upon written notice to the Employer, or at the request of the employer.

E. LAST MINUTE DETAIL REQUESTS

1. Requests for extra-duty employment must be submitted at least five (5) business days in advance. Requests made for jobs within five (5) days will be billed at the following rates:

Rate Category	DEPUTY	SERGEANT	LIEUTENANT
Regular	\$50.00/hr	\$53.00/hr	\$56.00/hr
Premium	\$57.00/hr	\$60.00/hr	\$63.00/hr
Holiday	\$62.00/hr	\$65.00/hr	\$68.00/hr
Premium & Holiday	\$67.00/hr	\$70.00/hr	\$73.00/hr

F. CANCELLATION PROCEDURES

1. Cancellations by the Extra-Duty Employer
 - a. Cancellations for weekday jobs must be made at least 24 hours prior to the scheduled detail. A minimum of 48 hours cancellation notice is required for jobs scheduled on a weekend. Extra-duty employers may contact (727) 844-7795 during working business hours Monday through Friday, but all cancellations will need to be followed-up in writing.
 - b. If notification is made within the applicable timeframe as outlined in Section F(1)(a) above, the Sheriff's Office will reimburse any funds collected for the cancelled detail.
 - c. Failure to notify the Coordinator or designee within the above required time frame will result in the extra-duty employer receiving reimbursement minus four hours hourly wage per member scheduled for the extra-duty detail.
2. Cancellations by the Pasco Sheriff's Office
 - a. The Sheriff's Office reserves the right to cancel any extra-duty contract without notice or liability when necessary for community safety. In such case(s), any unused prepaid contracted funds will be reimbursed to the extra-duty employer.
 - b. The Sheriff's Office makes no guarantee that any extra-duty detail will be filled. Monies collected for an unfilled detail will be reimbursed to the extra-duty employer.
 - c. If an assigned officer is unable to fulfill a job due to illness, injury, or official law enforcement activity and the Shift Commander or Extra Duty Coordinator is unable to obtain a substitute, the job may be cancelled and a full refund issued to the extra-duty employer.
 - d. While working a detail, a deputy may be called away to respond to a nearby emergency call-for-service. In such cases, the deputy is required to notify the Extra Duty coordinator of the time worked on the call-for-service. The Sheriff's Office will issue the vendor a prorated reimbursement for the unworked portion of the detail. Prorated reimbursements will be issued in 15-minute increments.

G. DEPUTY NOT REPORTING FOR EXTRA DUTY JOB

1. If a deputy was scheduled to work a job and did not report, the extra-duty employer should notify the extra duty office at 727-844-7795 immediately. If it is outside of normal business hours, the extra duty employer should contact the Pasco County Consolidated Dispatch Center at 727-847-8102 and request to speak with the **on-duty Shift Commander**.

NOTICE: The Sheriff assumes no responsibility beyond notifying eligible members of legitimate opportunities for extra-duty employment details, and informing prospective employers of the name(s) of members who have accepted a particular detail.

This program operates in compliance with Florida State Statute 30.2905.

Tab 9

EXHIBIT G



20108 Pond Spring Way
Tampa, FL 33647
(813) 991-6069
FAX (813) 907-8205

JOB ESTIMATE

TO: _____
COMPANY NAME: Talavera
DATE: 5/21/23

QUOTE: No Trespassing signs for Talavera.

24" x 18".

Mounted on black U channel posts and installed with concrete footers.

(6) @ \$185 ea. = \$1,110.00

Thank You: Romaner Graphics

TALAVERA

NO

TRESPASSING

VIOLATORS WILL BE PROSECUTED

[HOME](#)
[SHERIFF CHRIS NOCCO](#)

[PSO NEWS](#)
[JOIN PSO](#)

○
○

Trespass Agreements

Trespass Agreements

Submitting Trespass Agreements with the Pasco Sheriff's Office

Click here to download the [Trespass Agreement](#). Click here to download the [HOA Trespass Agreement](#). Click here to download the [CDD Trespass Agreement](#).

Please fill out this document completely!

Please read over everything as there are instructions on sending support documents.

- Please list complete address(es) for your vacant building(s).
- Please supply a boundary map (Go to www.pascopa.com Download this detailed Boundary and Information Sheet for additional step by step assistance – [Pasco Property Appraiser – Property Maps](#)
- Please supply a copy of the owner's / board member's driver's license.
- Please provide the titles, names and telephone numbers for two (2) contacts in case of an emergency.

Please bring in the original documents signed and notarized any District Office. [View map here.](#)

- District Office 1 – 7432 Little Rd., New Port Richey, FL 34654
- District Office 2 – 36409 State Road 52, Dade City, FL 33525
- District Office 3 – 11530 Trinity Blvd., Trinity, FL 34655

Or mail to:

Pasco Sheriff's Office, F. Lewars, 8700 Citizens Dr., New Port Richey, FL 34654

Tab 10

TALAVERA COMMUNITY DEVELOPMENT DISTRICT

RULE RELATING TO PARKING AND PARKING ENFORCEMENT

In accordance with Chapters 120 and 190 of the Florida Statutes, on February 2, 2018, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Talavera Community Development District adopted the following Rule to govern parking and parking enforcement within the District. This Rule repeals and supersedes all prior rules governing the same subject matter.

SECTION 1. INTRODUCTION. This Rule authorizes parking in designated areas within the Talavera Community Development District (“**District**”) as well as the towing or removal of unauthorized Vehicles and Vessels parked on certain areas of District property designated as Tow-Away Zones, which areas are identified on the attached **Exhibit A**.

SECTION 2. DEFINITIONS.

- A. **Vehicle**: Any device in, upon, or by which any person or property is or may be transported or drawn upon a highway, including Recreational Vehicles and Commercial Vehicles as defined herein
- B. **Commercial Vehicle**: Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person
- C. **Vessel**: Any watercraft, barge, or airboat used or capable of being used as a means of transportation on water
- D. **Recreational Vehicle**: A Vehicle designed for recreational use, including motor homes, campers and trailers
- E. **Parked**: A Vehicle or Vessel left unattended by its owner or user
- F. **Tow-Away Zone**: District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action
- G. **Overnight**: Between the hours of 12:00 PM and 7:00 AM daily

SECTION 3. DESIGNATED PARKING AREAS. Vehicles and Vessels may be parked on property owned by the District only as permitted under this Rule.

- A. AMENITIES AREAS.** Parking is permitted for Members and Guests (as defined in the Recreational Facilities Rules and Regulations adopted by the District’s Board of Supervisors on June 22, 2016) and District staff, employees, vendors and consultants only in certain areas and during certain hours as set forth below. **ABSENT AN APPLICABLE EXCEPTION SET FORTH IN THIS RULE, NO PARKING IS PERMITTED IN THESE AREAS EXCEPT WITHIN THE STATED HOURS:**

AMENITY PARKING AREA	HOURS
Activity Center and Mail Kiosk on Talavera Parkway	7:00 AM to 10:00 PM

- B. OTHER DISTRICT COMMON AREAS.** Only District staff, employees, vendors and consultants who are working in connection with active projects or construction-related activities may park in other District common areas. **No other parking is permitted in these areas at any time.**

SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES.

- A. DISTRICT TOW-AWAY ZONES.** All District property in which parking is prohibited by this Rule, either entirely or during specific hours, and as identified on **Exhibit A** attached hereto, is hereby declared a Tow-Away Zone. To the extent that parking on District property is only prohibited during specific hours, that portion of District property shall only be considered a Tow-Away Zone during the period of time in which parking is prohibited.
- B. DISTRICT AND COUNTY ROADWAYS.** Overnight parking on District roadways is not permitted. Additionally, Vehicles or Vessels are not permitted to be parked on public rights-of-way or in a manner that restricts the normal operation of business or obstructs access to a private driveway. In the event that Members, Guests or other persons are parking on District roadways in contravention of state law or local ordinances, the District Manager or his or her designee shall contact the Pasco County Sheriff's Office to enforce such parking regulations. Please refer to Chapter 316, *Florida Statutes*, and Section 106, *Pasco County Code of Ordinances*, for laws related to the parking of Vehicles or Vessels on County roadways.

SECTION 5. EXCEPTIONS.

- A. VENDORS/CONTRACTORS.** To facilitate District business, the District Manager may authorize in writing vendors or consultants to park their company Vehicles in District common areas without charge. All Vehicles so authorized must be identified by a vendor window pass or must have company signage clearly visible on the Vehicle.
- B. PARKING PASSES.** Residents may request a temporary overnight parking pass (“**Overnight Pass**”) for their Guests who are visiting from out of town by contacting the District Manager via email. If the District Manager approves the request, he or she will send the Overnight Pass to the Resident by mail. In no event may an Overnight Pass be granted for more than ten (10) consecutive nights per Vehicle as identified by the Vehicle's license plate number. It is the responsibility of the Resident requesting an Overnight Pass to secure all necessary documentation and approval from the District Manager. Failure to do so will result in the towing or removal of the Vehicle. The Overnight Pass must be visibly displayed in the Vehicle at all times that the Vehicle is parked in District parking areas.
- C. POLICE VEHICLES.** A Resident who is a law enforcement officer and who drives his or her government-issued Vehicle home may contact the District Manager to obtain a parking pass for the government-issued Vehicle to be parked overnight in District parking areas.

SECTION 6. TOWING/REMOVAL PROCEDURES.

- A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Signage for Tow-Away Zones shall be approved by the District's Board of Supervisors. The signs (i) shall comply with the language and posting requirements set forth in Section 715.07, *Florida Statutes*; (ii) shall be placed in conspicuous locations in the areas identified as Tow-Away Zones on **Exhibit A** attached hereto; and (iii) shall identify, if applicable, the hours in which the area is designated as a Tow-Away Zone. The District shall obtain any local permits and approvals necessary for such signage.

B. TOWING/REMOVAL AUTHORITY. The District's Board of Supervisors shall enter into and maintain a written agreement with a firm authorized by Florida law to tow/remove unauthorized Vehicles or Vessels from the District's Tow-Away Zones in accordance with Florida law and the policies set forth herein. To effect the towing/removal of a Vehicle or Vessel, the District Manager or his or her designee must verify that the subject Vehicle or Vessel was not authorized under this Rule to park during the period in question and must then contact the towing firm, which must tow/remove the Vehicle or Vessel in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*.

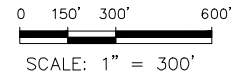
SECTION 7. PARKING AT YOUR OWN RISK. The District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or to Vehicles or Vessels parked on District property and towed or removed pursuant to this Rule.

SECTION 8. SOVEREIGN IMMUNITY. Nothing herein shall constitute or be construed as a waiver of the District's limitation on liability contained in Section 768.28, *Florida Statutes*, or other applicable statutes or law.

SECTION 9. ENFORCEMENT. Pursuant to Sections 120.69(2) and (7) and 190.041, *Florida Statutes*, and other applicable law, if any person is found to have violated any provision of this Rule, the District shall have the right to impose on the violator a fine up to the amount of \$1,000.00 and to collect such fine together with attorney's fees as provided under Florida law. Additionally, the District reserves the right to pursue any other applicable legal action, whether civil or criminal in nature.

EXHIBIT A: Map of Tow-Away Zones - Map Updated June 10, 2021

Specific Authority: §§ 120.54, 120.69, 190.011(5), 190.012(3) and 190.041, *Florida Statutes* Effective Date: February 2, 2018. Map Updated June 10, 2021.




Stantec Consulting Services Inc.
2205 North 20th Street
Tampa, Florida 33605 Tel. 813.223.9500
www.stantec.com Fax. 813.223.0009
Certificate of Authorization #27013
FL Lic. # LC-C000170

Copyright Reserved

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

Consultants

Legend

 CDD BOUNDARY TOW-AWAY ZONES

Notes

[illegible]

Permit-Seal

Client/Project

TALAVERA COMMUNITY
DEVELOPMENT DISTRICT

Pasco County, Florida

Title

PARKING EXHIBIT

Project No.
215611931

Scale
1" = 300'

Drawing No.

Sheet

Revision

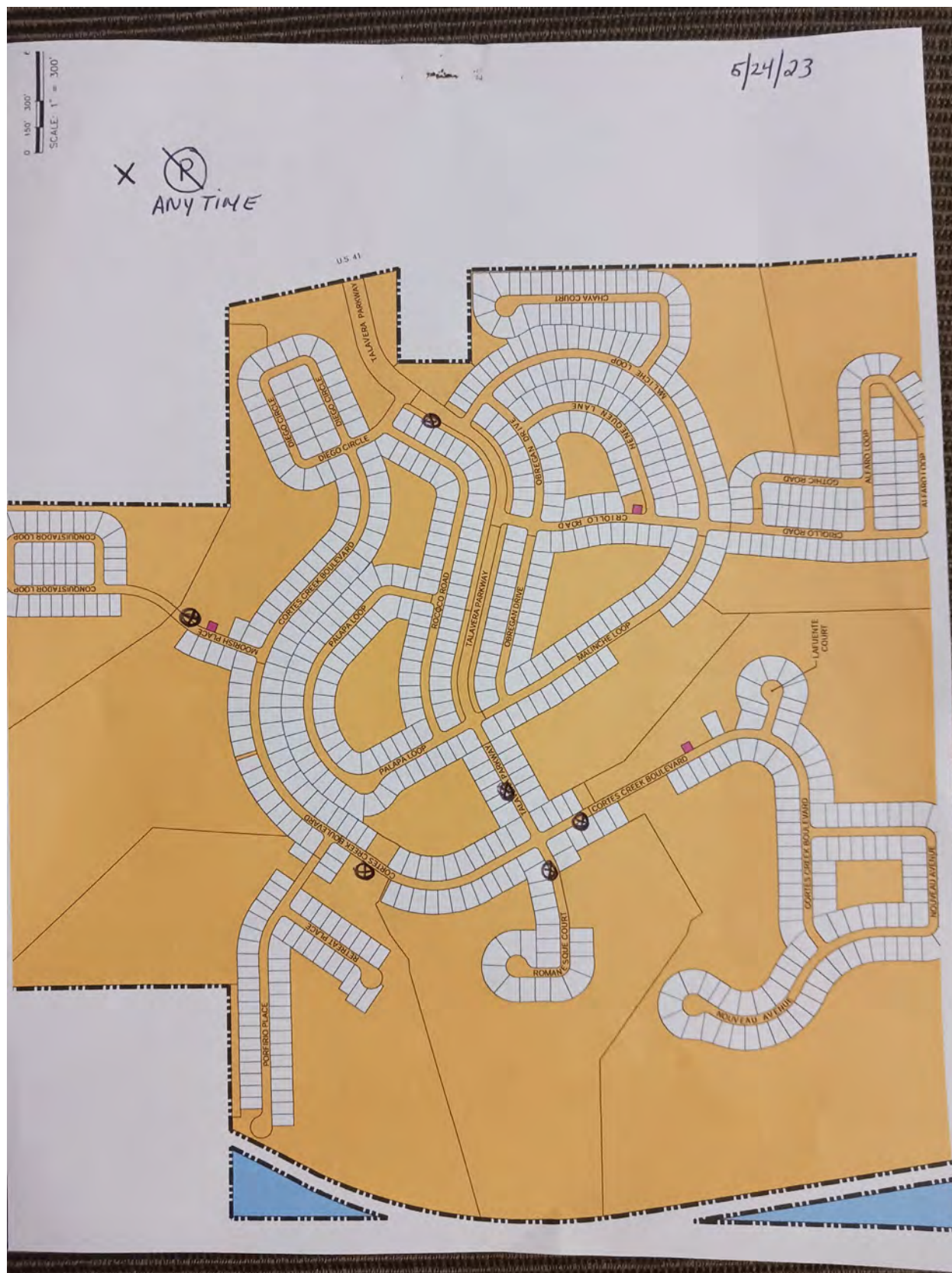
X06

1 of 1

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V:\2156\active\215611931\civil\drawing\000-CDD\sheet_files\215611931-X06-Parking Exhibit.dwg
2021/03/24 1:12 PM By: Nurse, Vanessa

5/24/23



WARNING/NO PARKING

YOU ARE ILLEGALLY PARKED FOR ONE OF THE FOLLOWING REASONS. FAILURE TO COMPLY MAY RESULT IN YOU BEING TOWED OR BOOTED AT YOUR EXPENSE.



- ☐ Parked in a **DISABLED** parking spot
- ☐ **MISSING, INVALID, or EXPIRED** parking permit
- ☐ Parked too long in a **LOADING ZONE** or **IDLING**
- ☐ Parked in a **RESERVED** parking spot
- ☐ Blocking a **RECEIVING DOCK** or **GARBAGE BIN**
- ☐ Blocking **ENTRANCE TO BUILDING** or **DRIVEWAY**
- ☐ Vehicle **DAMAGED** or in **UNACCEPTABLE CONDITION**
- ☐ **DOUBLE PARKED** or **BLOCKING CARS**
- ☐ Parked **IMPROPERLY**
- ☐ Parked in a **FIRE LANE**
- ☐ **SEASONAL PARKING**
- ☐ **OTHER:** _____

DATE ISSUED _____ TIME _____

BY _____

This vehicle will be towed or booted on

DAY _____ DATE _____ TIME _____

Tab 11



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** July 19, 2023 @ 6:00 PM

**District
Manager's
Report**

June 21

2023

T
A
L
V
E
R
A

C
D
D

FINANCIAL SUMMARY

4/30/2023

General Fund Cash & Investment
Balance: \$1,012,541

Reserve Fund Cash & Investment
Balance: \$102,657

Debt Service Fund Investment
Balance: \$1,273,275

**Total Cash and Investment
Balances: \$2,388,473**

General Fund Expense Variance: \$244,482 Under Budget

Tab 12



JACKIE TOLEDO, PE

4303 W Roland St

Tampa, FL 33609

(813) 215-8435

Jackievtolledo@Gmail.com

April 24, 2023

Tonja Stewart
Stantec

**RE: AGREEMENT FOR TRAFFIC ASSESSMENT FOR:
Talavera COD**

I am pleased to submit our proposal to provide an Speed Study for the referenced site, more specifically described as follows:

Site Location:
Pasco County, Florida

Development: Talavera COD

Absent a fully executed form of contract, once signed by you or your authorized representative, this form of agreement for a Traffic Assessment ("the Agreement") shall for all purposes, constitute a binding contract upon Stantec (CLIENT) and Jackie Toledo, PE (JT). In addition, once signed by you or your representative, this agreement shall serve as the Notice to Proceed with the work identified herein.

JT has prepared a scope of service that includes the task to be completed, schedule compensation, additional services and contract conditions. This scope is for a speed study based on complaints from residents.

I. ABBREVIATED PROJECT DESCRIPTION

JT will conduct a speed study for Talavera Parkway between US 41 and Cortes Creek Blvd ,Maliche Loop between Talavera Parkway East and West and Obregan Drive between Maliche Loop East and West.

II. SCOPE OF SERVICES

Task 1: Traffic Data Collection: Traffic speed and volume counts will be collected on Talavera Parkway, Obregan Drive, and Maliche Loop for a 24 hour period at 4 locations.

Task 2: Crash data: Crash data will be obtained and analyzed for a 12 month period.

Task 3: Traffic Assessment Report: JT will produce a report documenting the observed speeds and determine if potential traffic calming improvements are warranted.

III. CLIENT'S RESPONSIBILITIES

- A. Provide JT with any information, agreements, and/or restrictions that may affect the guidelines or criteria for the project.
- B. The CLIENT shall provide all studies, plans, and survey's necessary to conduct the traffic assessment.
- C. The CLIENT shall provide JT with access to the Site for activities necessary for the performance of the services.

IV. SCHEDULE

Upon receipt of a fully executed copy of this agreement, JT shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as discharged the obligations imposed upon us in a prompt and timely manner and as expeditiously as it is consistent with professional skill and care, and the orderly progress of work. We also acknowledge that the CLIENT is to be regularly and routinely consulted in connection with the performance hereunder.

V. DURATION OF CONTRACT

The duration of the contract will be until the report is submitted .

VI. COMPENSATION

The Lump Sum is **\$11,800** to conduct the Traffic Assessment. The Lump Sum does not include any meeting with client/staff. The Methodology is proposed to be coordinated by email and telephone calls. *JT will attend meetings and public hearings, if requested, and an hourly rate of \$200.* JT will not undertake any additional services unless authorized in writing or email by the CLIENT. **The Lump Sum may increase if the Client requires any additional services per Section VIII.**

The lump sum does not include any Reimbursable Expenses directly associated with this project (travel, reproduction, supplies, plans, maps, notices, advertising, and other non-labor reimbursable costs). Reimbursable Expenses will be invoiced at their direct cost plus ten percent (10%) for handling but will not exceed \$1,000 without prior written authorization.

(Note: The proposed lump sums are only valid if both parties sign Agreements by close of business April 28, 2023)

JT shall submit invoices to the CLIENT upon completion of the traffic assessment. Invoices shall be payable upon receipt of invoice. JT reserves the right to suspend all services on the CLIENT'S project if an invoice remains unpaid 15 days after the date of the invoice. If suspended, work will not resume until all outstanding invoices are paid in full. Accounts unpaid 30 days after the invoice date shall be subject to a monthly charge of 1.5% for the unpaid balance at the sole election of JT. In the event any portion of a CLIENT account balance remains unpaid 30 days after the date of invoice, the CLIENT shall pay collection costs, expert witness fees, and other associated fees, including reasonable attorney's fees. If services under this Agreement continue for a period of more than twelve (12) months from the date of this Agreement, the fees contained in the Fee schedule shall be subject to re- negotiation at the sole discretion of JT. In the event of unsuccessful negotiations following the said 12-month period of service, JT or Stantec shall have the sole and exclusive right of termination of the agreement upon written notice to CLIENT. Any change in such fees shall apply to the unfinished services as of the effective date of such charge.

In the event the referenced project or services of JT called for under this agreement is/are suspended, cancelled or abandoned by the CLIENT, JT shall be given five (5) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, cancellation or abandonment.

VIII. ADDITIONAL SERVICES

Services authorized in writing by the CLIENT other than those specifically listed under Section II Scope of Services and which are agreed to be performed by JT by written addenda to this Agreement shall be considered Additional Services for which CLIENT shall compensate JT at an agreed upon lump sum fee or the JT current hourly rates for the actual personnel involved in the tasks. These additional services could be required, but are not anticipated, by Sarasota County

Scope changes will require an addendum to the contract. A scope, fee and incentive revision shall be required if the CLIENT does any of the following:

- (1) Turning Movement Counts: \$2,000 / for the intersection of two lane roads with two lane roads
- (2) Turning Movement Counts: \$5,000 / for the intersection of two lane roads with four lane roads
- (3) Cube Model Traffic Distribution & Assignment: \$9,500
- (4) Syncro Analysis: \$750 per analysis period per unsignalized intersection
- (5) Syncro Analysis: \$1,500 per analysis period per signalized intersection
- (6) Turn Lane Warrant Analysis: \$250 per movement per intersection
- (7) Redoing Traffic Impact Analysis due to change in development program - Requires Scope Addendum base on percentage of analysis completed.
- (8) Hose Counts - cost plus 15%
- (9) Signal Warrant Analysis - To Be Determined

IX. INDEMNIFICATION

The CLIENT shall indemnify and hold harmless JT and all its employees, officers, and directors and other personnel and JT's sub-consultants from and against any claims, damages, losses and expenses (including reasonable attorney's fees and costs associated with such claims) arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expense is caused in whole or in part by willful act, omission, and/or strict liability of the CLIENT, anyone directly or indirectly employed by the CLIENT (Excep JT).

X. RISK ALLOCATION

In recognition of relative risks, rewards and benefits of the project to both the CLIENT and JT, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the total liability for any claim of any nature whatsoever arising

out of or related to the performance of services under this agreement, as to JT and their employees, offices, and directors shall be limited, in the aggregate mount of any/all such claim(s) to \$11,800 or the total fees for professional services paid by the CLIENT pursuant to the Agreement.

XI. MEDIATION

In the event of a dispute regarding any of the Parties' obligations hereunder, the Parties shall, no less than 90 days prior to the initiation of litigation relating to any such dispute, engage in pre-suit mediation. JT may choose to file suit without pre-suit mediation in disputes pertaining to non-payment where there is no timely, written notice from the CLIENT as to a dispute relating to unpaid invoices.

Unless the parties mutually agree otherwise in writing, the said pre-suit mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract.

The Parties shall share their mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XII. MISCELLANEOUS PROVISIONS

The Parties expressly waive their rights to claim consequential damages of any kind, nature or species which relate to the performance of obligations by either Party to this Agreement, as well as their employees, officers, and directors.

XIII. REUSE OF DOCUMENTS

All documents prepared or furnished by JT (and JT's independent professional sub-consultants) pursuant to this Agreement are instruments of service in respect of the project and JT shall retain an ownership and property interest therein. The CLIENT may make and retain copies of information and reference in connection with the use of the project by the CLIENT and others; however, such documents shall not be used by the CLIENT or others for any other endeavor without written consent of JT. Any reuse without written verification and adaptation from JT for the specific purpose intended will be at the CLIENT's sole risk and without any liability or legal exposure to JT. The CLIENT shall indemnify and hold harmless JT and JT independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

XIV. FEE SCHEDULE

The Scope in a Lump Sum contract per section VI. The following is a summary:

Task 1: \$8,300

Task 2: \$500

Task 3: \$3,000

Total: \$11,800

Note:

Please note, the task above does not include additional services. Every attempt will be made to avoid additional services. Based upon prior experience, it is not anticipated that additional services will be required. However, until there is an agreed to methodology with the County, there is no guarantee that the City will not require additional services.

Please note, no meetings are included in the traffic assessment scope. All meetings in person are billed at a rate of \$200 per hour.

XV. PROJECTED COST

The Scope in a \$11,800 Lump Sum contract per section VI.

XVI. INSURANCE

JT Carries General Liability Insurance for Errors and Omissions at \$1,000,000. Insurance limits shall not exceed the lump sum contract amount. Any additional Insurance requirements may not require a scope addendum.

XVI. APPLICABLE LAWS

Unless otherwise specified, the laws of the State of Florida shall govern this agreement. In the unlikely event of litigation regarding the Parties obligations hereunder, the Parties expressly agree venue for such litigation shall be conducted in the county in which the Project is situated.

This proposal represents the entire understanding between us with respect to the project and may only be modified in writing, signed by both parties. If you have any questions regarding our fee proposal, please do hesitate to contact us so we can clarify or revise our understanding of the project scope. Thank you again for allowing JT the opportunity to prepare this proposal for you. I look forward to working with you on this

development. Please feel free to contact me with any questions or comments that you may have.

Notice: The signature below authorizes the work herein described to proceed and does so on behalf of the Signatory, and warrants that he/she has authority to sign agreement on behalf of the Signatory and Owner of the land.

Jackie Toledo, PE

Date

Tonja Stewart

Date

Tab 13



Stantec Consulting Services Inc.
6920 Professional Parkway
Sarasota FL 34240-8414

April 7, 2023

Project/File: Talavera

Deborah Wallace
District Manager

Talavera Community Development District

5844 Old Pasco Rd.
Suite 100
Wesley Chapel, FL 33544
Phone 813-994-1001

Dear Ms. Wallace,

Reference: Talavera Community Development District

At your request, we are providing this proposal to inspect and certify roadway signage within the Talavera Development.

Task 200 – Field Inspection and Report

Stantec will provide field inspection services of the traffic control devices and pavement markings along approximately 3.7 miles of roadway. The traffic control devices will be evaluated based on the standards set forth in the Manual of Uniform Traffic Control Devices (MUTCD) and applicable Florida Department of Transportation regulations.

Stantec will provide a report that includes:

1. A Location map of all traffic control devices, including striping, pavement markers and markings.
2. Photo documentation of each device.
3. An inventory of devices, markers and markings in tabular format, referencing the standards required at each location and listing any deficiencies.
4. Solutions required to remedy any deficiencies.

Task 300 – Field Compliance Review / Certification

Once deficiencies have been addressed, Stantec will inspect the remedies to verify that they meet MUTCD standards and after verification will submit a certified letter to Pasco County Public Works Department, on behalf of your development. The letter will be certified by a Professional Engineer, licensed in Florida. Stantec will respond, in writing, to any comments provided by Pasco County.

Reference: Talavera Community Development District

FEES

These services will be performed as outlined below at our standard rates under our Professional Terms and Conditions. Enclosed is a copy of our current Schedule of Fees, effective January 1, 2023.

Task	Service	Fee Type	Fee Amount
200	Field Inspection and Report	Fixed	\$ 8,000.00
300	Field Compliance Review/Certification	Fixed	\$ 1,500.00
TOTAL			\$ 9,500.00

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ASSUMPTIONS

The improvements are completed within 3 months of the submittal of the report.

One (1) post-remedy field review is required to provide certification.

Should you have any questions regarding this matter, please contact our office.

Sincerely,

Stantec Consulting Services Inc.

Ben Quartermaine, PE
Senior Project Manager, Transportation
Tel: 941-907-6900
E-Mail: ben.quartermaine@stantec.com

Attachment: Standard Terms and Conditions and Rate Sheet

Reference: Talavera Community Development District

By signing this proposal, Talavera CDD _____ authorizes Stantec to
Client Company Name
proceed with the services herein described and the Client acknowledges that it has read and agrees to be
bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the _____ of _____, _____.
Day Month Year

Per: Talavera Community Development District _____
Client Company Name

Print Name & Title

Signature



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.



FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.



SCHEDULE OF FEES

Effective January 1, 2023

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 111.00
Level 4	\$ 122.00
Level 5	\$ 139.00
Level 6	\$ 143.00
Level 7	\$ 152.00
Level 8	\$ 162.00
Level 9	\$ 168.00
Level 10	\$ 173.00
Level 11	\$ 189.00
Level 12	\$ 198.00
Level 13	\$ 209.00
Level 14	\$ 219.00
Level 15	\$ 232.00
Level 16	\$ 256.00
Level 17	\$ 265.00
Level 18	\$ 270.00
Level 19	\$ 281.00
Level 20	\$ 291.00
Level 21	\$ 309.00
1 Person Field Crew	\$ 145.00
2 Person Field Crew	\$ 200.00
3 Person Field Crew	\$ 255.00
4 Person Field Crew	\$ 310.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

Tab 14



To our valued customer:

We are writing to inform you that we will no longer offer private property impound services to residential areas. The services that will be provided include:

- Lock Outs
- Jump Starts
- Tire Changes
- Damage Free Light-Duty Towing (Consensual towing services – Commercial & Retail)
- Medium and Heavy Duty Towing
- Recovery Services and winch outs
- Specialized transport and heavy haul services

We appreciate your years of business and the relationship our companies formed. If you need to use any of Crockett's offered services, please contact our 24-hour dispatch center at:

13601 US HWY 41
Spring Hill FL 34610
P: 813-996-7700

Sincerely,
Crockett's Towing Management

Tab 15



Serving Pasco, Pinellas, and Hillsborough counties

WWW.A-1RECOVERYINC.COM

EMAIL: A1recoveryproperties@gmail.com & A1recoveryinc@yahoo.com

IMPOUND PROCEDURE TOWING AGREEMENT

IN CONSIDERATION WITH FLORIDA STATUTES §713.78, AND §715.07 A-1 RECOVERY INC., PROMISES TO PROVIDE 24 HOUR SERVICE TO:

Date: _____ Name of Location: _____
 Address: _____
 Phone: _____ Fax: _____ Alt Phone: _____
 Contact Name(s): _____

TO THE BEST OF ITS KNOWLEDGE, A-1 RECOVERY INC. HAS MET AND EXCEEDED ALL THE REQUIREMENTS OF THE FOLLOWING FLORIDA STATE STATUTES § 713.78 AND §715.07 AS WELL AS ALL RESPECTIVE COUNTY LOCAL LAWS AND ORDINANCES FOR EACH LOCATION.

A-1 RECOVERY INC AGENT: _____ **DATE:** _____

ANY AND ALL VEHICLES WILL BE TOWED TO A-1 RECOVERY INC. STORAGE FACILITIES LISTED INDIVIDUALLY AT THE TOP AND BOTTOM OF THIS AGREEMENT. ALL VEHICLES BEFORE BEING TOWED WILL BE DIGITALLY PHOTOGRAPHED AND AFTER BEING TOWED WILL BE LOGGED INTO THE LOCAL POLICE DEPARTMENT'S LOG SYSTEM WITHIN 30 MIN. OF ARRIVING AT OUR SECURED STORAGE FACILITY. THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE SIGNATURE OF BOTH PARTIES AND WILL BE AUTOMATICALLY RENEWED BIANNUALLY FROM THE SAID DATE UNLESS A-1 RECOVERY INC. IS GIVEN A 30 DAY NOTICE BY CERTIFIED MAIL TO DISCONTINUE SERVICES, WITHIN SUCH TIME ALL SIGNS FROM A-1 RECOVERY INC. WILL BE REMOVED FROM THE PROPERTY WITH DUE CARE AND DILIGENCE.

PLEASE CHECK THE APPROPRIATE REASON FOR TOW **(CHECK ALL THAT APPLIES).**

FIRE LANE _____
 GARBAGE AREA _____
 DOUBLE PARKED _____
 COMMERCIAL _____
 EXPIRED TAG _____
 NO PARKING PERMIT _____

LEAKING FLUID _____
 FLAT OR MISSING TIRE _____
 ILLEGALLY PARKED _____
 JUNK/ ABANDONED VEHICLE _____
 BACKED IN PARKING _____

***PLEASE CIRCLE WHETHER TOW WILL BE INITIATED BY:**

AUTHORIZED CALL IN OR TOWING COMPANY PATROL



To further tailor this agreement to best suit your Properties needs, **Please place a C, P, T or N/A next to the service type for which vehicles may be removed from property** (See key below)

C= Property calls in

P= Towing company patrols

T= Towing company tags

N/A= Not applicable

1. ☐ No valid permit, no valid residents, tenant, or visitor permit.
2. ☐ Tow away zone, sign posted and or pavement drawings
3. ☐ Abandonment/ inoperable vehicles. Flat tires, vehicles on jacks, blocks, missing wheels, Major parts, remain parked in the same location longer than ___ hrs, expired inspection or license plates. If tagging rules apply, please state length of warning ___ hrs (we don't recommend more than 24-48hrs.)
4. ☐ Fire lanes, vehicles parked in a designated fire lane.
5. ☐ Security office may call to have vehicle removed.
6. ☐ Management requests an abandoned vehicle removal.
7. ☐ Vehicle wrecked or obviously inoperable.
8. ☐ No tractor, trailer, or large (over 1 ton) commercial vehicles parked on property.
9. ☐ Vehicles parked on grass, off pavement or on landscaping.
10. ☐ Vehicles parked in handicap space, ramp, or unloading zone with no handicap permit.
11. ☐ Vehicle blocking or in isle or roadway.
12. ☐ No after-hours parking (vehicle parked on property after business is closed) or (same as no overnight parking)
13. ☐ Hindering access. Blocking dumpster, building entrances, loading docks or zones. Etc
14. ☐ "For Sale" vehicle. Vehicle is parked out front displaying a for sale sign. Tow immediately.
15. ☐ Vehicle parked in a reserved/ assigned/ designated space
16. ☐ Vehicle is parked in a non-parking space that is primarily used for pedestrian access.
17. ☐ No parking at any time. Vehicle is parked on property where its posted "NO PARKING"
18. ☐ Non-Customer. Vehicle operator is not a customer of this business located on the property
19. ☐ Vehicle is parked on the sidewalk
20. ☐ Double parked behind another vehicle
21. ☐ Vehicle parked in Managers or Maintenance space.

Can residents/tenants call to have vehicles removed from their assigned spaces?

PLEASE CIRCLE ONE (Yes or No)

Furthermore, I understand that if an agent, manager or representative listed herein calls the company to have vehicle removed from the property, therefore authorizing removal the client will NOT hold A-1 RECOVERY INC. or its employees responsible for any charges that may be accumulated by said vehicle in Company's possession.

Authorized by: _____

(Signature)

(Printed name)

(Date)

Tab 16

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TALAVERA COMMUNITY DEVELOPMENT DISTRICT REMOVING AN ASSISTANT SECRETARY OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors desires to remove an Assistant Secretary of the District.

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

SECTION 1. Lynn Hayes is hereby removed as an Assistant Secretary of the District.

SECTION 2. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 21ST DAY OF JUNE 2023.

ATTEST:

**TALAVERA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson / Vice Chairperson
Board of Supervisors

Tab 17

**NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE TALAVERA
COMMUNITY DEVELOPMENT DISTRICT AND SLAMMER TENNIS WORLD, LLC,
REGARDING THE USE OF THE DISTRICT'S AMENITY FACILITIES**

THIS LICENSE AGREEMENT (" Agreement") is made and entered into this day of 1/29, 2020, by and between:

TALAVERA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Pasco County, Florida, and with offices at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (the "District"), and

SLAMMER TENNIS WORLD, LLC, a Florida limited liability company, with a mailing address of 5230 Land O'Lakes Boulevard, PO Box 288, Land O'Lakes, Florida 34639 (the "Licensee").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District owns, operates, and/or maintains various recreation facilities, including, but not limited to an Activity Center, within the boundaries of the District (the "Amenity Facilities"); and

WHEREAS, Licensee currently provides a tennis program/lessons and has asked the Board of Supervisors of the District for permission to provide such classes at the Amenity Facilities/Tennis Court (the "Services"); and

WHEREAS, the District is willing to grant a non-exclusive, revocable license allowing the Licensee to enter a specific portion of the Amenity Facilities for the purposes of providing the Services, provided that such use does not impede the District's operation of the Amenity Facilities as a public improvement; and

WHEREAS, in order for the District to recover certain additional costs it will incur in the provision of the License (e.g. electricity and cleaning costs), the Licensee shall pay the District five dollars (\$5.00) an hour for the use of the Tennis Court.

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

1. **INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.

2. **LICENSE.** The District hereby grants and conveys to the Licensee a non-exclusive license to enter a specific portion of the Amenity Facilities for the purposes of providing the Services (the "License"). Licensee agrees it shall provide Services to the District's Members only.

"Members" for purposes of this Agreement shall have that meaning as defined in the District's Rules & Regulations, as amended and revised from time to time (the "Rules"). At the District's request, Licensee shall provide a list of a full roster of Members who utilize Licensee's Services to the District Manager, as such list may change from time to time. This list must contain member names and addresses for verification of Member status. Licensee also acknowledges that, pursuant to the Rules, any Member under the age of twelve (12) must be accompanied by an Adult while at the Amenity Facilities in order to participate in the Services.

3. **HOURS AND AREA.** Licensee shall coordinate Services directly with the District Manager or his/her on-site management designee. Licensee shall schedule all Services in advance pursuant to the means and methods set forth by the District Manager and his/her on-site management designee, who shall have final and absolute discretion with respect to matters related to scheduling and designation of area of Amenity Facilities where such Services may be provided.

4. **USE OF AREA.** Licensee shall not have exclusive use of the Amenity Facilities, but shall have exclusive use of the Tennis Court for operation of the Services during the hours approved by District Manager. However, Licensee's use shall not interfere with the operation of the Amenity Facilities as a public improvement and the Licensee hereby agrees that in the event District-owned real property is assessed real property taxes by virtue of this License, Licensee hereby agrees to pay any all such taxes. The Licensee agrees that all use of the Amenity Facilities shall be subject to the rules and policies of the District, including but not limited to the Amenity Facility Rules, and the District shall have the right to take such actions as are necessary to preserve the health, safety, and welfare of its residents, landowners, lands, and facilities.

5. **FEES.** In consideration of the provision of the License, Licensee hereby agrees to pay the District five dollars (\$5.00) an hour for the use of the Tennis Court.

6. **TERM.** This Agreement shall commence upon the date and time first written above, and shall continue in effect until terminated by either party hereto.

7. **PROFESSIONAL JUDGMENT.** Licensee represents that it is qualified to provide the Services and to provide certified, trained and qualified instructors. Licensee shall maintain all required licenses in effect and shall at all times exercise sound professional judgment in provision of the Services, including taking precautions for the safety of its students and employees. All minors taking part in the Services offered shall only be with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any student while taking part in the Services. Any and all waivers signed by Licensee's users shall acknowledge the fact that the District is not responsible. Licensee shall remain an active Florida business in good standing during the term of this License. Failure to do so shall allow the District to immediately terminate the License.

8. **CARE OF PROPERTY.** The Licensee agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants in the Services to do the same. The Licensee agrees that it shall assume responsibility for any and all damage to the District's Amenity Facilities or lands as a result of the Licensee's use under this Agreement and other damage, other than ordinary wear and tear, which may be attributable to an act or omission by the Licensee or its agent. In the event that any damage to the District's Amenity

Facilities or lands occurs, the District shall notify the Licensee of such damage. The Licensee agrees that the District may make whatever arrangements the District, in its sole discretion, deems necessary to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's lands, facilities, residents and landowners. The Licensee agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Paragraph.

9. **REVOCATION.** The District shall have the right to revoke the License at any time upon notice to the Licensee due to the Licensee's failure to perform in accordance with the terms of this Agreement or for any other reason.

10. **ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

11. **INSURANCE AND INDEMNITY.** Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than \$1,000,000 per occurrence, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its employees, agents, students, guests or invitees. The District shall be a named insured on such policy. Licensee shall provide continuous proof of such insurance coverage to the District.

A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Licensee will indemnify, save, and hold the District harmless and shall defend the District from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions of Licensee's officers, directors, agents, assigns, or employees, which cause harm to persons or property, specifically including but not limited to all acts or omissions of Licensee's officers, directors, agents, assigns, or employees. Licensee agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

12. **RECOVERY OF COSTS AND FEES.** In the event either party to this Agreement is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

13. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

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

15. **ASSIGNMENT.** Neither the District nor the Licensee may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

16. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in Pasco County, Florida.

17. **NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the parties as follows:

A. If to the District:

Talavera CDD
5844 Old Pasco Road, Suite 100 Wesley
Chapel, Florida 33544
Attn: District Manager

With a copy to:

Burr & Forman LLP
One Tampa City Center
201 N. Franklin St.
Suite 3200
Tampa, Florida 33602
Attn: Scott Steady

If to the Licensee:

Slammer Tennis World, LLC
5230 Land O'Lakes Boulevard
PO Box 288
Land O'Lakes, Florida 34639

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Licensee may deliver Notice on behalf of the District and the Licensee. 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.

18. **PUBLIC RECORDS.** Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Among other

requirements and to the extent applicable by law, the Licensee shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the District's Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Licensee does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Licensee'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 Licensee, the Licensee 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.

19. **SEVERABILITY.** Should any provision of this Agreement be held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable.

(Signatures page follows.)

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**TALAVERA COMMUNITY
DEVELOPMENT DISTRICT**

Jordan Lansford
SECRETARY

Betty Valenti
CHAIRMAN/VICE CHAIRMAN

Witness:

SLAMMER TENNIS WORLD, LLC

(Print Name) Marvin Tyler

By: Marvin Tyler
Name: _____
Title: Owner + Founder

Tab 18

RECEIVED

TALavera MASTER ASSOCIATION, INC.

BY:

ALTERATION APPLICATION

OWNER'S NAME: HENRY & JOYCE DAUDE DATE: 5/10/23
ADDRESS: 12246 NOUVEAU AVENUE BLOCK: 20 LOT: 57
PHONE: (813) 947-5063 EMAIL: HADAUDE@ATT.NET

PLEASE DESCRIBE IN DETAIL THE TYPE OF PROPOSED ALTERATION, MATERIALS TO BE USED, ETC. IF MORE SPACE IS NEEDED, YOU MAY ATTACH ADDITIONAL PAGES TO THIS FORM.

SEE ATTACHMENT

All applications requesting approval for any alteration which occurs outside the exterior walls of the building **MUST BE ACCOMPANIED BY A COPY OF YOUR LOT SURVEY WITH THE ALTERATION DRAWN ON IT, SHOWING LOCATIONS, DISTANCES AND DIMENSIONS. INCLUDE A SKETCH INDICATING SIZES, HEIGHTS, MATERIALS, COLORS, TYPE OF CONSTRUCTION AND OTHER PERTINENT INFORMATION AS MAY BE NECESSARY. IF THIS INFORMATION IS NOT INCLUDED, YOUR REQUEST WILL BE RETURNED TO YOU.**

If approval is granted, it is not to be construed to cover approval of any County or City Code Requirements. A building permit from the appropriate building department is needed on most property alterations and/or improvements. The Architectural Control Committee (ACC) shall have no liability or obligation to determine whether such improvement, alteration and/or addition comply with any applicable law, rule, regulation, code or ordinance. It is the owner's responsibility to ensure that they are in compliance with any applicable law, rule, regulation, code or ordinance.

As a condition precedent to granting approval of any request for a change, alteration or addition to an existing basic structure, the applicant, their heirs and assigns thereto, hereby assume sole responsibility for the repair, maintenance and/or replacement of any such change, alteration or addition. IT IS UNDERSTOOD AND AGREED, THAT TALavera MASTER ASSOCIATION, INC. IS NOT REQUIRED TO TAKE ANY ACTION TO REPAIR, MAINTAIN AND/OR REPLACE ANY SUCH APPROVED CHANGE, ALTERATION OR ADDITION, OR ANY STRUCTURE OR ANY OTHER PROPERTY. THE HOMEOWNER AND THEIR ASSIGNS ASSUMES ALL RESPONSIBILITIES FOR ANY CHANGE, ALTERATION OR ADDITION AND ITS FUTURE UPKEEP AND MAINTENANCE.

I agree not to begin the proposed alteration or any other property improvements requiring approval from the ACC until the ACC notifies me in writing of their approval and any conditions attached to the approval. I understand that all approvals automatically incorporate the conditions set forth in the Book of Standards for Community Living, current edition. I understand that the ACC has **up to forty-five days, from receipt of a complete application, including all required accompanying information,** to process, review and either approve or disapprove this **ALTERATION APPLICATION. If any change is made that has not been approved, the ACC has the right to require me to remove the improvement from my property.**

OWNER'S INITIALS

Page 1 of 2

Third Edition
Adopted January 26, 2023

ALTERATION APPLICATIONS must be submitted for, **but are not limited to**, the following items:

1. Painting of structures, including houses.
2. Fence installations.
3. Swimming pools.
4. Spas.
5. Any gas or fuel tanks whether above ground or buried.
6. Screen enclosures.
7. Satellite dishes.
8. Landscaping changes (such as adding planter/shrub beds, or eliminating major portions of the landscaping. This does not include the planting or removal of annual bedding plants.) It **does include** curbing around planting beds and installing lawn statues, or other lawn ornamentation.
9. Removal and/or installation of trees. See the Pasco County Tree Ordinance.
10. Any change, alteration or addition to the exterior of the dwelling, or other existing structure, or the addition of new structures or property.

PLEASE NOTE: WHEN IN DOUBT CALL RIZZETTA AT (813) 994 - 1001 FOR CLARIFICATION BEFORE STARTING ANY PROJECT ON THE EXTERIOR. THE ABOVE LIST IS JUST A SAMPLE AND NOT INTENDED TO INCLUDE EVERY POSSIBLE SCENARIO OR SITUATION.

DATE: 5/10/2023 OWNER'S SIGNATURE: _____

DATE: 5/10/2023 OWNER'S SIGNATURE: _____

Signature of neighbors required if installing fence. This is a notification acknowledgement by neighbors and does not represent their approval.

Left side

Right side

Rear

Rear

Please review Tips for Completion of the Alteration Application on following page

ACTION TAKEN BY THE ASSOCIATION:

DATE: 06.07.2023

NOT APPROVED: DENIED REJECTED: _____ APPROVED WITH CONDITIONS: _____

denied they have an access easement on the lefthand side of the home has a ** ingress/egress easement on the survey. The owner will first need to get CDD approval and re-submit the application for consideration.

Authorized Signature for the Architectural Review Committee

NOTE: Application approvals are valid for a period of six (6) months and a new Alteration Application must be submitted after that time has elapsed if the approved project has not commenced.

Applications should be placed in the dropbox located by the pool gate or they may be handed to a staff member at the clubhouse.

page 2 of 2

Third Edition
Adopted January 26, 2023

TALAVERA MASTER ASSOCIATION, INC.

FENCE & LANDSCAPING ALTERATION APPLICATION ADDENDUM

NOTE: This form must be signed by the homeowner and returned along with the original Alteration Application BEFORE any work is started. Should work commence prior to obtaining appropriate authorization, the Association and/or Developer shall not be responsible for any drainage issues or property damage to this Lot or any adjoining Lot.

Prior to submitting the request for a fence or landscaping, it would be wise for the Lot Owner to consider the soil conditions and drainage design for his/her lot. In most cases the home site drains to swales at the midpoint between each home. The installation of a fence or landscaping in this area will reduce the ability of the swale to drain water from the lot and can increase puddling and muddy soil conditions. Fence must be installed in a manner that will keep the fence off the ground in order to allow proper water flow.

Landscaping should never be placed in swales. This will not only create drainage problems, but most landscaping will be negatively affected by the wet conditions in the swales. It is a good idea when planning landscaping to mound the bed up so the landscaping material is planted in ground that is at least a few inches higher than the sod. Even higher mounds may be necessary for plant materials that are water sensitive. Please check with the utility companies before planting anything in the front yard as there are various utility lines installed in this area.

As a precaution, please remember that all fences must be installed with the posts on the **inside** of the homesite so that the "finished" side is on the outside.

I/we, HENRY & JOYCE DAUDE, understand the above and will take proper precautions when installing my fence or landscaping.

Henry G. Daude
Homeowner

5/10/2023
Date

Joyce E. Daude
Homeowner

5/10/2023
Date

12246 NOUVEAU AVENUE.
Address

Talavera Alteration Application

Henry & Joyce Daude

12246 Nouveau Avenue – Block 20 Lot 57

(813) 947-5063 hadaude@att.net

We have signed a proposal with Jon's Custom Fence to install a tan PVC fence following the fencing requirements. The 6-foot tan PVC fence will start 10 feet from the corner of the house. There will be a large 6-foot tan PVC gate on the left side of the house, to allow mowers in the yard. There will be a 6-foot tan PVC gate on the right side of the house, to allow access to the yard behind the community utility boxes. The 6-foot tan PVC fence will extend 88 feet from the house around the perimeter of the yard and meet the "S"-Bend transition fence to convert to 4-foot picket tan PVC fence 18 feet from the back left corner of the property, as instructed by the fencing requirements. The 4-foot picket tan PVC fence will continue 130 feet along the back side of the property to the back right corner of the property. A 4-foot gate will be installed in the middle of the back side of the property, which will allow access to retrieve errant object from the yard. The 4-foot picket tan PVC fence will continue 18 feet from the back right corner of the property, which will meet another "S"-Bend transition fence to convert from the 4-foot picket tan PVC fence to the 6-foot tan PVC fence. The 6-foot tan PVC fence will extend 88 feet along the right side of the property until 10 feet from the corner of the house, which will meet up with the 6-foot tan PVC gate.

Jon's Custom Fence has installed many tan PVC fences in the Talavera community. Here are some pictures of Jon's Custom Fence materials.

Jon's Custom Fence quote is provided along with the adjusted lot survey rendering.

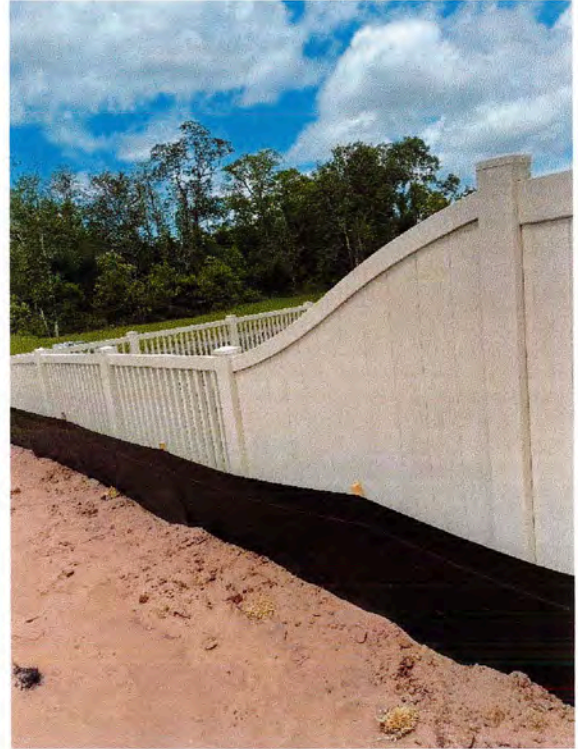
Since 12246 Nouveau backs up to a pond, we only have two neighbors, who have signed the release to build the fence.

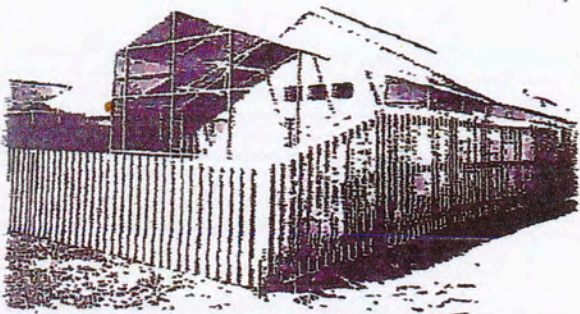
Talavera Alteration Application

Henry & Joyce Daude

12246 Nouveau Avenue – Block 20 Lot 57

(813) 947-5063 hadaude@att.net





JON'S CUSTOM FENCE
901 S HILLSIDE CT.
WINTER HAVEN, FL 33881
813 843-2629
iontroupe@aol.com

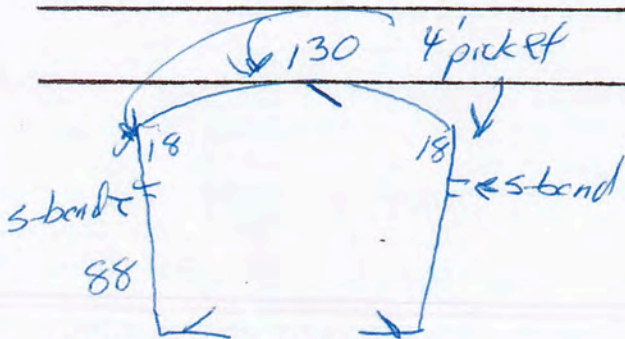
Proposal Submitted to:	Phone	Res.	Job	Sub
Henry Daudt		813	947-5063	
Street:				
12246 Nouveau Ave.				
City, State and Zip:				
Spring Hill, FL 34610				
Salesman:	Date of Plans:			
Jon	5-1-2013			

Height	type	fence face	In/Out
Post	gates	Ft. Rd.	If Rt.

Special:

Install 161' of 6' High tan PVC Fence with two walk gates

Install 166' of 4' High tan picket Fence with one walk gate and two 6' to 4' s-bend sections



Proposal cost: 11037.00

ACCEPTANCE OF PROPOSAL: _____ Date: _____

Processed by: Jim R. Troupe Date: 5-1-2013

We propose Hereby to furnish material and labor complete in accordance with above specifications.

TALavera PHASE 2A-1 & 2A-2
PASCO COUNTY, FLORIDA.

PREPARED FOR AND CERTIFIED TO:
M/I TITLE AGENCY, LTD, LC
STEWART TITLE GUARANTY COMPANY
M/I FINANCIAL, LLC, ISAQA/ATMA
HENRY ANDREW DAUDE
JOYCE DAUDE

- = 10' UTILITY EASEMENT

** = 12.5' DRAINAGE & INGRESS/EGRESS EASEMENT.

VERTICAL DATUM NOTE:

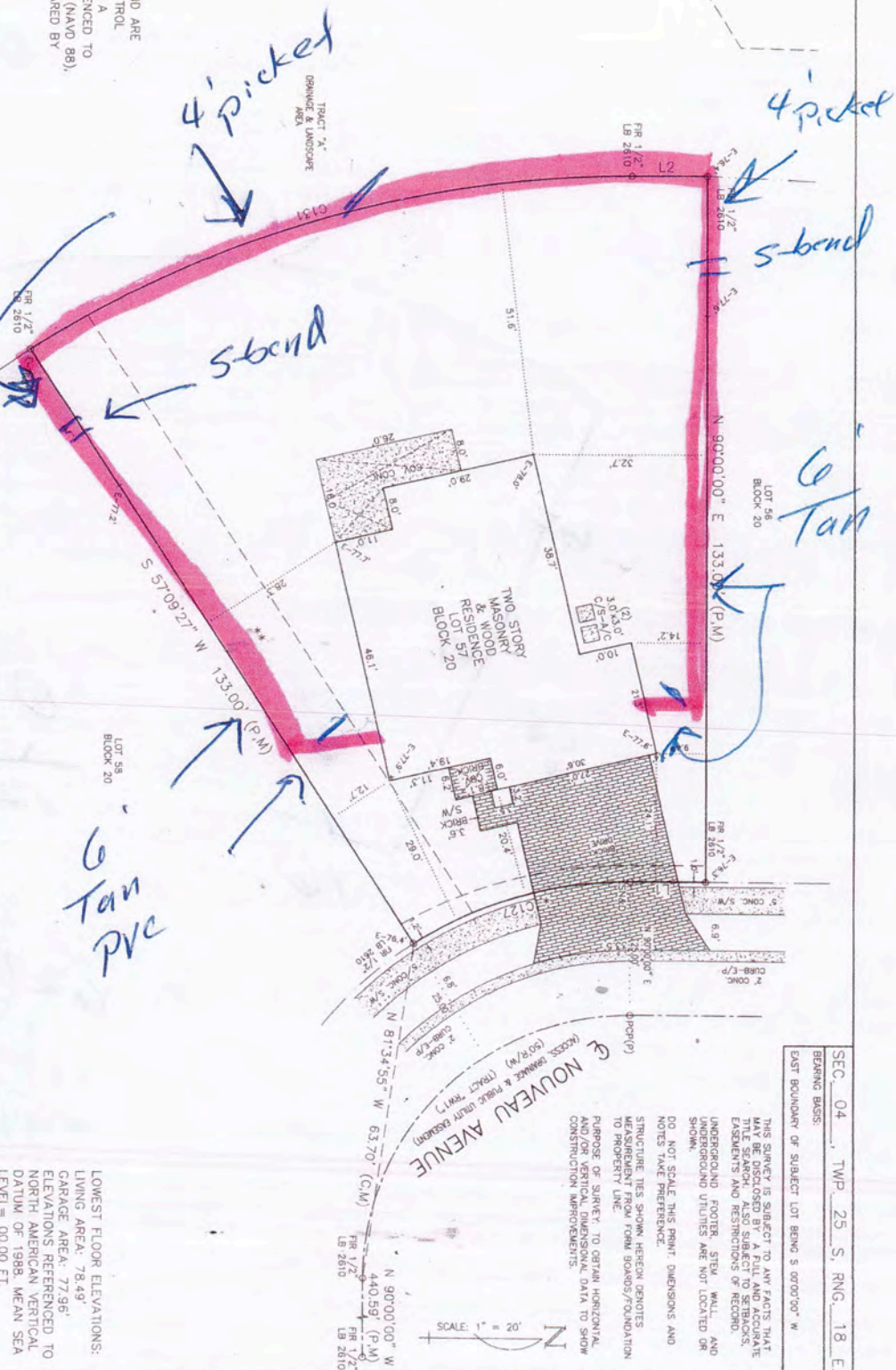
ELEVATION SHOWN HEREON ARE IN FEET AND ARE BASED ON NATIONAL GEODETIC SURVEY, CONTROL STATION "C-261 1965", PID#AL6185, HAVING A PUBLISHED ELEVATION OF 71.28 FEET REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAD 88).
PEER APPROVED CONSTRUCTION PLANS PREPARED BY
ARJURRA, DATED: 3/18/2021.

LINE	BEARING	DISTANCE
L1	S 00°00'00" W	14.27'
L2	N 00°00'00" E	14.27'

CURVE	RADIUS	ARC	CHORD	BEARING	DATA
C127	75.00'	42.98°	42.40'	S 16°25'17" E	32.50'33"
C131	208.00'	119.23°	117.60'	N 16°25'17" W	32.50'33"

DESCRIPTION:

LOT 57, BLOCK 20, MAP OR PLAT ENTITLED "TAUVERO
PHASE 2A-1 & 2A-2", AS RECORDED IN PLAT BOOK
087, PAGES 090 THROUGH 100, OF THE PUBLIC
RECORDS OF PASCO COUNTY, FLORIDA.



SEC. 04, TWP. 25 S, RNG. 18 E
BEARING BASIS:
EAST BOUNDARY OF SUBJECT LOT BEING S 07°00'00" W

THIS STATEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE ENGINEERING. ALSO SUBJECT TO SETBACKS, EASEMENTS AND RESTRICTIONS OF RECORD.

UNDERGROUND AND FOOTER, STEEL WALL AND UNDERGROUND UTILITIES ARE NOT LOCATED OR SHOWN.

DO NOT SCALE THIS PRINT. DIMENSIONS AND NOTES TAKE PRECEDENCE.

STRUCTURES SHOWN HEREON DENOTES MEASUREMENTS FROM BENCHMARK/FOUNDATION TO PROPERTY LINE.

PURPOSE OF SURVEY: TO OBTAIN HORIZONTAL AND VERTICAL DIMENSIONAL DATA TO SHOW CONSTRUCTION IMPROVEMENTS.

LOWEST FLOOR ELEVATIONS:
LIVING AREA: 78.49'
GARAGE AREA: 77.96'
ELEVATIONS REFERENCED TO
NORTH AMERICAN VERTICAL
DATUM OF 1988. MEAN SEA
LEVEL = 00.00 FT.

Square Feet:	12686.21 ±	M/I HOME
--------------	------------	----------

HEREBY CERTIFY THAT THIS SURETY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE APPLICABLE STANDARDS OF PRACTICE FOR SURETYS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 5A-17.051 THROUGH 5A-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.

12/29/2022

DATE _____ NATURE _____

FLORIDA REG. LAND SURVEYOR NO. 2984
JOHN R. McDONALD
PROFESSIONAL SURVEYOR & MAPPER NO. 6986

84493

Blank Tab

Talavera Master Association, Inc.

June 07, 2023

Mail To
Henry Andrew & Joyce Daude
12246 Nouveau Avenue
Spring Hill, FL 34610

Architectural Denial Notice: 12246 Nouveau Avenue

Dear Henry Andrew Daude:

Unfortunately, the architectural change request for the following: Fence has been denied by the Architectural Committee.

Your request was denied for the following reason(s):

The ARC for Fence has been Denied. denied they have an access easement on the lefthand side of the home has a ** ingress/egress easement on the survey. The owner will first need to get CDD approval and re-submit the application for consideration.

Please do not commence with this modification without the prior written approval of the Architectural Committee. If you wish to reapply you may do so via the web portal, www.rizzetta.com "Association Portal". Upon logging in to the web portal, please click on "ARC Request".

If you do not have a user login, please click on **Login** at the top right of the screen, click on the **Sign Up** button below email address and login, and complete the requested information. A Rizzetta & Company, Inc. team member will receive your request and respond with your login credentials.

The Association appreciates your cooperation in submitting this architectural change request. Please do not be discouraged from making future requests as most are approved.

Sincerely,

Rizzetta & Company, Inc.
As Agent for the Talavera Master Association, Inc.

Local Office:
5844 Old Pasco Road Suite 100
Wesley Chapel, FL 33544
813-994-1001

Email: hoageneral@rizzetta.com

Mailing Address:
3434 Colwell Avenue Suite 200
Tampa, FL 33614

Tab 19

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board of Supervisors 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.

TALAVERA COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of Talavera Community Development District was held on **Wednesday, May 17, 2023, at 6:00 p.m.** at the Talavera Amenity Center located at 18955 Rococo Road, Spring Hill, Florida 34610.

Present and Constituting a Quorum:

Marco Kremser	Board Supervisor, Chair
Richard Henderson	Board Supervisor, Vice Chair
Pamela Plehal	Board Supervisor, Assistant Secretary
William O'Donovan	Board Supervisor, Assistant Secretary
Lee Thompson	Board Supervisor, Assistant Secretary

Also Present Were:

Debby Wallace	District Manager, Rizzetta & Company, Inc.
Sean Craft	District Manager, Rizzetta & Company, Inc.
Scott Steady	District Counsel, Burr Forman, PA
Tonja Stewart	District Engineer, Stantec Consulting Services
Evelyn Ocasio	Clubhouse Manager, Rizzetta & Company, Inc.
John Burkett	RedTree Landscape Systems
Peter Lucadano	RedTree Landscape Systems

Audience Members

FIRST ORDER OF BUSINESS Call to Order

The Meeting was called to order at 6:05 p.m. and roll call performed confirming that a quorum was present.

SECOND ORDER OF BUSINESS Audience Comments on Agenda items

The Board heard audience comments pertaining to RV parking and speeding concerns as well as concerns about the landscaping.

THIRD ORDER OF BUSINESS Staff Reports

A. Landscape Inspection Specialist

The Board reviewed the report.

B. RedTree

Mr. Lucandano and Mr. Burkett presented their report and comments to the Board. Zone 32 is down and RedTree will fix it under warranty. They will also remove the fallen tree on Moorish, at no charge. They confirmed the June flower rotation is set for installation on the 2nd or 3rd week of June. They will begin weekly mowing and edging in June.

C. Solitude

The Board reviewed the report.

D. Clubhouse Manager

The Board reviewed the report.

On a Motion by Mr. Kremser and seconded by Mr. O'Donovan, the Board of Supervisors approved the car stop repair proposal, totaling \$175, for the Talavera Community Development District.

On a Motion by Mr. Kremser and seconded by Mr. O'Donovan, the Board of Supervisors approved the pool sign repair proposal, totaling \$200, for the Talavera Community Development District.

On a Motion by Mr. O'Donovan and seconded by Mr. Henderson, the Board of Supervisors approved the cleaning services proposal, for the Talavera Community Development District.

Mr. Steady will be drafting an agreement for the cleaning services.

On a Motion by Mr. Henderson and seconded by Mr. Kremser, the Board of Supervisors approved the front entrance lighting proposals, not to exceed \$1,000, for the Talavera Community Development District.

The Board made a comment about reminding RedTree to remove the Draft Bottle Brush at the monument. RedTree will cut back the bushes for now.

On a Motion by Mr. Henderson and seconded by Mr. Kremser, the Board of Supervisors approved the umbrella and cushion repairs, totaling \$970, for the Talavera Community Development District.

On a Motion by Mr. Kremser and seconded by Mr. Henderson, the Board of Supervisors approved the sign repairs proposal excluding the M/I Homes owner sign, totaling \$1,050.00, for the Talavera Community Development District.

E. District Engineer

On a Motion by Mr. O'Donovan and seconded by Mr. Kremser, the Board of Supervisors approved a proposal from Solitude under separate cover for pond 37 one-time vegetation cleanup for \$2,500.00, with ongoing maintenance at no additional cost, for the Talavera Community Development District.

F. District Counsel

Mr. Steady held a brief discussion with the Board about the RV provision to parking policy.

G. District Manager's Report

Ms. Wallace reminded the Board the next scheduled meeting will be Wednesday, June 21, 2023 at 6:00 pm at the Talavera Amenity Center located at 18955 Rococo Road, Spring Hill, Florida 34610.

FORTH ORDER OF BUSINESS

Consideration of Inspection and Certify Roadway Signage for Traffic Enforcement Proposal

The Board agreed to table this until the June meeting.

FIFTH ORDER OF BUSINESS

Consideration of Speed Study Proposal

The Board agreed to table this until the June meeting.

On a Motion by Mr. Kremser and seconded by Mr. Henderson with all in favor, the Board of Supervisors approved Ms. Lopez to obtain an off-duty officers patrolling proposal, for the Talavera Community Development District.

On a Motion by Mr. Kremser and seconded by Mr. Henderson with all in favor, the Board of Supervisors approved the Ms. Lopez to obtain proposals for two new 30 miles per hour signs and a Yield to Pedestrian sign, for the Talavera Community Development District.

SIXTH ORDER OF BUSINESS

Consideration of FY 2023-2024 Proposed Budget

The Board held a lengthy discussion about the proposed budget.

The Board took a break from 7:44 to 7:55 P.M.

On a Motion by Mr. Kremser and seconded by Mr. Thompson with all in favor, the Board of Supervisors adopted resolution 2023-05 approving the FY 2023-2024 proposed budget as presented, subject to changing line 101, Capital Outlay, to \$106,000 and line 58, Lake/Pond Bank Maintenance, to \$100,000, and set the public hearing from August 16th at 6PM, for the Talavera Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-04 to add Sean Craft as an Assistant Secretary

On a Motion by Mr. Kremser and seconded by Mr. Thompson with all in favor, the Board of Supervisors adopted resolution 2023-04, for the Talavera Community Development District.

EIGHTH ORDER OF BUSINESS

Review of the Updated Parking Policy

This was discussed under the District Counsel's staff report.

NINTH ORDER OF BUSINESS

Review of the Tennis License Agreement

The Board held a brief discussion about the agreement and the changes they would like to have implemented. The Board directed staff to contact the vendor regarding a blackout time on Saturdays from 10am – 12noon. Ms. Steady will draft an updated agreement to be added to the next meeting agenda.

TENTH ORDER OF BUSINESS

Discussion Regarding RFP for Landscape Maintenance Services

Board tabled the discussion.

ELEVENTH ORDER OF BUSINESS

Review of the Stormwater Erosion Report

The Board reviewed the report and had no comments at this time.

TWELETH ORDER OF BUSINESS**Consideration of Pond Erosion Repairs Proposal**

The Board held a brief discussion about the proposal and would like to have Mr. Steady draft an agreement. Ms. Stewart provided recommendations.

On a Motion by Mr. Kremser and seconded by Mr. O'Donovan with all in favor, the Board of Supervisors approved District Engineers recommended pond erosion repairs in the proposal, totaling a not to exceed of \$120,000, for the Talavera Community Development District.

THIRTEENTH ORDER OF BUSINESS**Consideration of Engineering Agreement for Ponds**

The Board agreed to table this until the June meeting.

FOURTEENTH ORDER OF BUSINESS Review of the Voter Registration Statistics

The Board held a brief discussion about the statistics.

FIFTEENTH ORDER OF BUSINESS**Consideration of Minutes of Board of Supervisors' Regular Meeting Held on April 19, 2023**

On a Motion by Mr. Thompson and seconded by Mr. Kremser with all in favor, the Board of Supervisors approved the April 19, 2023 regular meeting minutes, for the Talavera Community Development District.

SIXTEENTH ORDER OF BUSIENSS**Consideration of Operation and Maintenance Expenditures for March 2023**

Ms. Wallace presented the Operation and Maintenance Expenditures for March 2023, totaling \$90,274.31.

On a Motion by Mr. Kremser and seconded by Mr. O'Donovan, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for March 2023 (\$90,274.31), as presented, for the Talavera Community Development District.

SEVENTEENTH ORDER OF BUSINESS Supervisor Request

Mr. O'Donovan spoke about trespassing on CDD property behind Nouveau Avenue and would like to determine the ownership of the conservation area, to take corrective action to deter trespassing in the area. Mr. Craft will confirm ownership with District Engineer and add a trespass agreement and proposal for signs to the next meeting agenda should it be CDD property.

Mr. Kremser would like RedTree to provide an estimate to replace the landscaping on the CDD property behind Mr. Friedman's property in reference to a Temporary Access Agreement. (18736 Rococo Rd.).

Ms. Plehal would like to hold a discussion on expanding the parking lot and overflow parking at a future time.

EIGHTH ORDER OF BUSINESS Adjournment

Ms. Wallace stated that if there was no further business to come before the Board of Supervisors, then a motion to adjourn would be in order.

<p>On a Motion by Mr. Kremser and seconded by Mr. Henderson, with all in favor, the Board of Supervisors adjourned the meeting at 8:55 p.m., for the Talavera Community Development District.</p>

Assistant Secretary/Secretary

Chair/Vice Chair

Tab 20

TALAVERA COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida · (813) 994-1001

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.talaveracdd.org

Operation and Maintenance Expenditures

April 2023

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2023 through April 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$ 51,105.04**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Talavera Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charter Communications	041423-1	0051822032123 04/23 Auto Draft	Account 9741-01 04/23	\$ 281.14
DCSI, Inc.	100197	30567	Quarterly Gate Monitoring Services 04/23	\$ 135.00
Florida Department of Health in Pasco County	100207	51-BID-6456405	Pool Permit 51-60-1731622	\$ 280.00
Florida Department of Health in Pasco County	100207	51-BID-6456865	Pool Permit 51-60-1659734	\$ 145.00
Horner Environmental Professionals, Inc.	100203	218969	Chemical Application Mitigation Area 02/23	\$ 575.00
Office Pride	100204	Inv-139786	Janitorial Supplies 04/23	\$ 654.16
Pasco County Utilities	100208	17601645 03/23	Pasco Utilities 03/23	\$ 432.19
PC Consultants	100209	108094	Service Call and Labor 04/23	\$ 45.50
RedTree Landscape Systems, LLC	100200	13043	Spring Seasonal Annuals 03/23	\$ 3,807.00

Talavera Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
RedTree Landscape Systems, LLC	100200	13209	Monthly Landscape Maintenance 04/23	\$ 16,675.00
Rizzetta & Company, Inc.	100195	INV0000078813	District Management Fees 04/23	\$ 4,682.09
Rizzetta & Company, Inc.	100196	INV0000078935	Personnel Reimbursement 03/23	\$ 4,149.37
Rizzetta & Company, Inc.	100198	INV0000078963	Cell Phone Reimbursements 03/23	\$ 50.00
Rizzetta & Company, Inc.	100202	INV0000079438	Amenity Management & Oversight/Personnel Reimbursement 04/23	\$ 5,032.44
Rust Off, LLC.	100201	39212	Gallons RX-10 Chemical For Rust Control 03/23	\$ 299.00
Solitude Lake Management, LLC	100206	PSI-66974	Monthly Lake & Pond Services 04/23	\$ 1,658.25
Stantec Consulting Services, Inc.	100210	2064921	Engineering Services 03/23	\$ 1,095.00
Suncoast Pool Service, Inc.	100205	9219	Pool Service and Repair 04/23	\$ 475.00

Talavera Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30, 2023

<u>Vendor Name</u>	<u>Check Numbe</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Suncoast Pool Service, Inc.	100211	9239	Pool Service 04/23	\$ 1,240.00
Talavera CDD	CD240	CD240	Debit Card Replenishment	\$ 173.67
Withlacoochee River Electric Cooperative, Inc.	042123-1	WREC Electric Summary 03/23 240 Auto Draft	Electric Summary 03/23	<u>\$ 9,220.23</u>
Report Totals				<u>\$ 51,105.04</u>