

# Talavera Community Development District

Board of Supervisors Regular Meeting September 20, 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 Chair

Richard Henderson Vice Chair

Pamela Plehal Assistant Secretary
Lee Thompson Assistant Secretary
William O'Donovan Assistant Secretary

**District Manager** Debby Wallace Rizzetta & Company, Inc.

Sean Craft 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, Florida 33614

September 12, 2023

Board of Supervisors **Talavera Community Development District** 

#### **AGENDA**

#### **Dear Board Members:**

The Regular Meeting of the Board of Supervisors of the Talavera Community Development District will be held on Wednesday, September 20, 2023, at 6:00 p.m. at the Talavera Amenity Center located at 18955 Rococo Road, Spring Hill, Florida 34610. The following is the agenda for the meeting:

BOS	MEETI	NG:		
1.	CALL TO ORDER			
2.	AUDI	ENCE COMMENTS ON AGENDA ITEMS		
3.	BUSINESS ITEMS			
	A.	Consideration of Fence EasementsTa	b 1	
4.	STAF	F REPORTS		
	A.	Landscape Inspection Specialist		
		i. Review of the Landscape Inspection ReportTa	b 2	
	B.	RedTree		
		i. Review of the Landscaper ReportTa	b 3	
	C.	Solitude		
		i. Review of the Aquatics ReportTa	b 4	
		ii. Consideration of Planting ProposalTa		
	D.	Clubhouse Manager		
		i. Review of Clubhouse Manager's ReportTa	b 6	
	E.	District Engineer		
	F.	District Counsel		
	G.	District Manager		
		i. Review of the District Manager's ReportTa	b 7	
5.	BUSII	NESS ITEMS (Continued)		
	A.	Discussion Regarding Sun Shades for Pool/Playground		
	B.	FY 2023/2024 EGIS Insurance Renewal		
	C.	Consideration of RFP Landscape Maintenance Services Propo		
	D.	Consideration of District Services AddendumTa		
	E.	Consideration of Holiday Lighting ProposalsTa		
	F	Consideration of Amenity Services Addendum Ta	b 10	

	G.	Acceptance of Resignation of Lee Thompson	Tab 11
	H.	Consideration of Renewal of Pasco County Extra Duty	
		Patrols for FY 2023/2024	Tab 12
6.	BUS	INESS ADMISTRATION	
	A.	Consideration of Minutes of the Board of Supervisors'	
		Regular Meeting held on August 16, 2023	Tab 13
	B.	Consideration of Operation & Maintenance	
		Expenditures for July 2023	Tab 14
7.	SUP	ERVISOR REQUESTS	
8.	ADJ	OURNMENT	

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,

Sean Craft

Sean Craft District Manager

# Tab 1

PREPARED BY AND RETURN TO:

Scott I Steady, Esquire BURR & FORMAN LLP 201 N. Franklin Street, Suite 3200 Tampa, Florida 33602

#### REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_, 2023 (the "Effective Date"), by and between the Talavera Community Development District, a Chapter 190 F.S. a special purpose government entity, with an address of 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 ("Licensor") and Monica and Cameron MacNeill with an address of 12354 Nouveau Avenue, Spring Hill, FL 34610 ("Licensee")

#### **RECITALS**

- A. Licensor is the owner of a Drainage and Ingress/Egress Easement which encumbers the Licensee's property as provided below ("Easement"); and
- B. Licensee owns the lot which legal description is described in <u>Exhibit "A"</u> attached hereto.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10) and other good and valuable consideration paid in hand each to the other simultaneously with the execution of these presents, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. <u>Recitals.</u> The foregoing recitals are true and correct and are incorporated herein by reference.

- 2. Grant of License. Licensor does hereby grant, and Licensee hereby accepts, a non-exclusive revocable license to erect and maintain a fence within the Easement. In the event the District needs temporary access to the Easement, the District shall provide 14 calendar days written notice to the Licensee, that the fence will need to be removed until such time as the District no longer requires access. The Licensee shall be responsible to reinstall the removed fence. In the event the Licensee does not remove the fence, then the District shall remove the fence and any costs associated with such removal may be added to the Licensee's District's Operation and Maintenance assessment, if the costs are not paid by the Licensee.
- 3. <u>Term.</u> The term of this Agreement shall commence on the Effective Date and shall expire twenty (20) years later (the "Term"). Notwithstanding any other provision in this Agreement to the contrary, the Licensor may in its sole discretion, unilaterally cancel this Agreement in its entirety pursuant to paragraph 7 below.
- 4. <u>Maintenance and Repair.</u> Licensee shall maintain in good condition and repair, the fence within the Easement. No other improvements or structures within the Easement shall be permitted.
- 5. <u>Indemnification</u>. Licensee will defend, reimburse and hold harmless Licensor, and its officers, directors, employees, agents and servants, from and against any and all claims, actions, suits, proceedings, demands, judgments, damages, losses, obligations, liabilities, costs and expenses (including fees and expenses of attorneys and consultants) (collectively, "Claims") in connection with loss of life, bodily injury and/or damage to property arising from or out of any occurrence in, upon the Easement, except to the extent caused by the intentional misconduct or negligent act or omission of Licensor, its agents employees or servants.
- 6. Attorney Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of alleged dispute, breach, default, claim or misrepresentation arising out of or in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney and paralegal fees, court costs, and costs of experts and investigation, whether at trial, upon appeal, or during investigation by such prevailing party in prosecuting such claim or establishing such defense and

other reasonable costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

- 7. <u>Termination.</u> This Agreement is terminable at the will of Licensor at its sole discretion upon ninety (90) days written notice sent to Licensee's address as set forth above.
- 8. Controlling Law. The terms of this Agreement shall be construed and governed in accordance with the internal laws, but not the laws of conflicts, of the State of Florida. Each party (on behalf of itself and the future owners of its property and their respective heirs, grantees, transferees, legal representatives, successors and assigns, as applicable) hereto consents that the only proper jurisdiction and venue shall be the state courts in Pasco County, Florida, for a resolution of all disputes arising out of the construction, interpretation or enforcement of any term or provision of this Agreement, and each party (on behalf of itself and the future owners of its property and their respective heirs, grantees, transferees, legal representatives, successors and assigns, as applicable) hereby waives the claim or defense that such courts constitute an inconvenient forum.
- 9. <u>Headings.</u> Headings in this Agreement or in the Exhibits which are made a part of this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 10. <u>Severability.</u> In the event any provision hereof shall be finally determined by a court to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.
- 11. <u>Notices.</u> Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the parties (and the future owners and their respective heirs, grantees, transferees, legal representatives, successors and assigns) shall be deemed to have been given and made when delivered to the addresses as shown in the preamble to this Agreement or such other address as may be hereafter designated in writing by one party to the other either: 1) by hand delivery or by courier service, or 2) the day after the notice is delivered to a nationally recognized overnight delivery service for overnight delivery.

- 12. WAIVER OF JURY TRIAL. NO PARTY TO THIS AGREEMENT, NOR THEIR RESPECTIVE HEIRS, GRANTEES, TRANSFEREES, LEGAL REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS, AS APPLICABLE, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT. NONE OF THE FOREGOING WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.
- 13. <u>Recording</u>. This Agreement shall be recorded in the public records of Pasco County, Florida and shall run with the land and be binding on successors and assigns.
- 14. Execution and Counterparts. To facilitate execution, the parties agree that this Agreement may be executed and telecopied or e-mailed to the other party and that the executed telecopy or electronic copy (including pdf) shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in manner and form sufficient to be bound, as of the date set forth above.

Witness:	<b>Licensor:</b> TALAVERA COMMUNITY DEVELOPMENT DISTRICT
Print Name:	By: Name:
	Title:
Print Name:	
STATE OF FLORIDA COUNTY OF PASCO	
online notarization, this day of _ of Talavera Com	wledged before me by means of □ physical presence or □
purpose government entity ("CDD"), $\alpha$ or $\square$ has produced (type of identification	on behalf of the CDD. He/she is $\square$ personally known to motion) as identification.
[Notary Seal]	Notary Public
	Name typed, printed or stamped
	My Commission Expires:

[Signatures continue on following page.]

Witness:	Licensee:
Print Name:	Name: Cameron MacNeill
Print Name:	- -
STATE OF FLORIDA COUNTY OF PASCO	
online notarization, this _	wledged before me by means of $\square$ physical presence or $\square$ day of
(type of identification) as identification	who is $\square$ personally known to me or $\square$ who has produced on.
[Notary Seal]	Notary Public
	Name typed, printed or stamped
	My Commission Expires:

Witness:	Licensee:
Print Name:	Name: Monica MacNeill
Print Name:	- -
STATE OF FLORIDA COUNTY OF PASCO	
online notarization, this _	wledged before me by means of □ physical presence or □  day of
(type of identification) as identification	who is $\square$ personally known to me or $\square$ who has produced on.
[Notary Seal]	Notary Public
	Name typed, printed or stamped
	My Commission Expires:

# EXHIBIT "A"

# **Legal Description**

LOT 67, BLOCK 20, OF TALAVERA PHASE 2A-1 AND 2A-2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, PAGE(S) 90, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

# **Talavera Master Association, Inc.**

August 24, 2023

Mail To Monica & Cameron MacNeill 12354 Nouveau Avenue Spring Hill, FL 34610

Architectural Approval Notice: 12354 Nouveau Avenue

Dear Monica MacNeill:

The architectural change request for the following: Fence has been approved by the Architectural Committee based on the following conditions.

Fence approved contingent upon: CDD approval.

This approval is based on the aesthetics of your proposed change and should not be taken as any certification to the construction worthiness or structural integrity of the change you requested. You must follow all local building codes and setback requirements when making this change. A building permit or utility locates may also be required. Please check with all County ordinances prior to commencement.

This approval does not grant you access use to any Association, CDD or County property for purposes of making this modification. If access is required for your modification, you must obtain approval from the landowner in advance.

The Association board reserves the right to make a final inspection of the change to make sure it matches the request you submitted for approval. Please follow the plan you submitted or submit an additional request form if the original plan is modified.

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

Road 8/8

### TALAVERA MASTER ASSOCIATION, INC.

#### **ALTERATION APPLICATION**

DI 0011 20	
BLOCK: 20	LOT: 67
TION, MATERIA L PAGES TO TH	ALS TO BE USED, IIS FORM.
where it will ence extending e width of the	corner of the home transition with a ng for 18' on each e rear property line te and one on the
	n each front where it will ence extendir e width of the

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 MM CM Page 1 of 2

Third Edition Adopted January 26, 2023



Design and Installation of Commercial And Industrial Fence, Gates, Railing, Access Controls, and DOT Rail

www.BravoFence.com ● 11302 N. Nebraska Ave., Tampa, FL 33612 ● Phone: (813) 885-2777 ● Fax: (813) 885-2444

Date: 6/28/2023 Client: Monica MacNeil

Project: Monica MacNeil Contact: Same

Drawings Phone:

Location:Nouveau Ave, Spring Hill, FL 34610 Email: <a href="mmacneill20@gmail.com">mmacneill20@gmail.com</a>

We are pleased to offer the following supply & install proposal for: Monica MacNeil

PROPOSAL		Units	Unit Price	Extended
6'H Privacy & 4'H Picket Tan Vinyl Fence				
Supply & Install Approx. 187' of 6'H Privacy that "S" Slopes Down to Approx. 244' of 4'H Universal Picket Fence - (1) 6'H x 5'W Walk Gate on Right Side & (1) 4'H x 4'W Walk Gate On Back Fence Line	Qty	1	\$ 13,044.00	\$ 13,044.00
Тах	Qty	1	\$ 826.21	\$ 826.21
			 BID TOTAL	\$ 13,870.21

\*\*\* Measurements are based on information provided by customer \*\*\*

#### **Additional Conditions:**

- Due to volatility of material costs, bids are valid for 30 days.
- LEED Certification, Certified Payroll, and Buy American are excluded unless otherwise specified.
- All jobs are subject to site and plan review prior to contract; proposed pricing is based on all items listed.
- Pricing is based on information provided, and are subject to final field measurements.
- Bids exclude bonding costs, engineer calculations and permits unless otherwise indicated herein.
- Underground utilities / water lines are responsibility of Owner. Bravo to order Sunshine locates.
- All lines shall be cleared, graded and staked prior to work start.
- All work is to be performed under (1) mobilization; addt'l mobilizations will be billed at \$300.00 per occurrence.
- All designs and installations are approved by Owner.
- Access to fence lines for concrete trucks may be required.

Please do not hesitate to contact me with any questions or comments. Should you accept this proposal, please sign below and fax back to the number listed above. Our receipt of your signature will serve as authorization and notice to proceed. We appreciate the opportunity to be of service to you.

Sincerely, Customer Name:
Ashley Davila Signature:
Project Manager Date:

STANDARD TERMS AND CONDITIONS

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.
- 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.
- 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: 7/19/2023 OV	VNER'S SIGNATURE:	Monica MacNeill
DATE: 7/19/2023 OV	VNER'S SIGNATURE:	Cameron MacNeill
Signature of neighbors reand does not represent the Left side		This is a notification acknowledgement by neighbor
_		
Rear		Rear
Please review	Tips for Completion of the	he Alteration Application on following page
ACTION TAKEN BY THE	ASSOCIATION:	DATE:
NOT APPROVED:	REJECTED:	APPROVED WITH CONDITIONS:

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 ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

Application of Terms and Conditions: The terms and conditions set forth in these Standard Terms and Conditions (these "Terms and Conditions") shall govern and apply to all purchases of materials and services provided by Royce Bravo to its customers. By signing the Acceptance of Proposal on the front of this Contract Customer expressly agrees to these Terms and Conditions.

<u>Credit and Engineering Approval</u>: Royce Bravo reserves the right to make performance under this Contract contingent upon receipt of approval from its credit department and its engineering representative. If for any reason the Contract is disapproved by its credit department or engineering representative, then Royce Bravo shall refund to Customer any amount paid under this Contract, and the Contract will thereafter be null and void and of no further effect.

Fence Line Designation and Hold Harmless: Customer hereby assumes full responsibility for locating and staking the line upon which the fence materials are to be installed and Customer agrees to defend and hold harmless and indemnify Royce Bravo from and against all claims, liabilities, and expenses for injury, death, or damage to persons or property, trespass, and all other damage or loss arising out of the installation or location of the fence materials. Further, Royce Bravo shall not be responsible for damage to sod or landscaping that is not reasonably avoidable in the access or fence installation processes. All excess materials will remain the property of and be returned to Royce Bravo.

<u>Underground</u> <u>Conditions</u>: Customer is solely responsible for all underground obstructions, including without limitation sprinkler lines and utility lines. Royce Bravo reserves the right to pass onto the Customer any additional actual costs it incurs if unusual or unanticipated ground conditions such as rock formations or other underground obstructions impede the installation contemplated under this Contract.

<u>Warranties</u>: All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard industry practices. Warranties as to material shall be limited to the manufacturer's warranties. Royce Bravo hereby disclaims all other warranties, express or implied.

Force Majure: Royce Bravo shall not be responsible or liable for any delay, damage, or default under this Contract occasioned by war, strikes, shortages of labor, material, or transportation, acts of civil or military authorities, weather or other Acts of God, or other causes beyond the reasonable control of Royce Bravo, the Customer hereby waiving any such claim.

Cancellation or Delay of Job by Customer: If the work contemplated under this Contract ("the work") is cancelled by Customer with at least 48 hours notice, Royce Bravo shall return within 10 days any deposit monies less the cost of any custom materials. If the work is cancelled by Customer with less than 48 hours notice, Royce Bravo shall return within 10 days any deposit monies less the cost of any custom materials less a \$100 cancellation charge. If the work is delayed or cancelled by Customer once the crew has delivered the fencing material, Royce Bravo will charge Customer \$20.00 per man hour for the time actually worked by its employees or subcontractors.

Payment, Remedies, and Collection Costs: Royce Bravo reserves the right to require advance payment for all materials to be provided under the Contract at the time the Contract is signed or otherwise before initiating work. All remaining sums owed by Customer must be paid within 7 days after job completion. Failure to make timely payment pursuant to this paragraph shall entitle Royce Bravo to (1) charge interest on the unpaid amount at the lower of (a) 1.5% per month or (b) the maximum rate of interest allowed by law, (2) file a Claim of Lien against the property on which the work was conducted, and (3) repossess all materials used on the jobsite without recourse. All material shall remain the property of Royce Bravo until all amounts due from Customer are fully paid. If Royce Bravo is required to initiate legal action of any kind upon a default by Customer, Customer agrees to pay all attorney's fees and costs incurred by Royce Bravo.

**Entire** Agreement: This Contract constitutes the entire agreement between Customer and Royce Bravo relating to the services contemplated herein and the Contract may only be amended by a written agreement signed by Customer and Royce Bravo.

#### **END OF DOCUMENT**

#### 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.

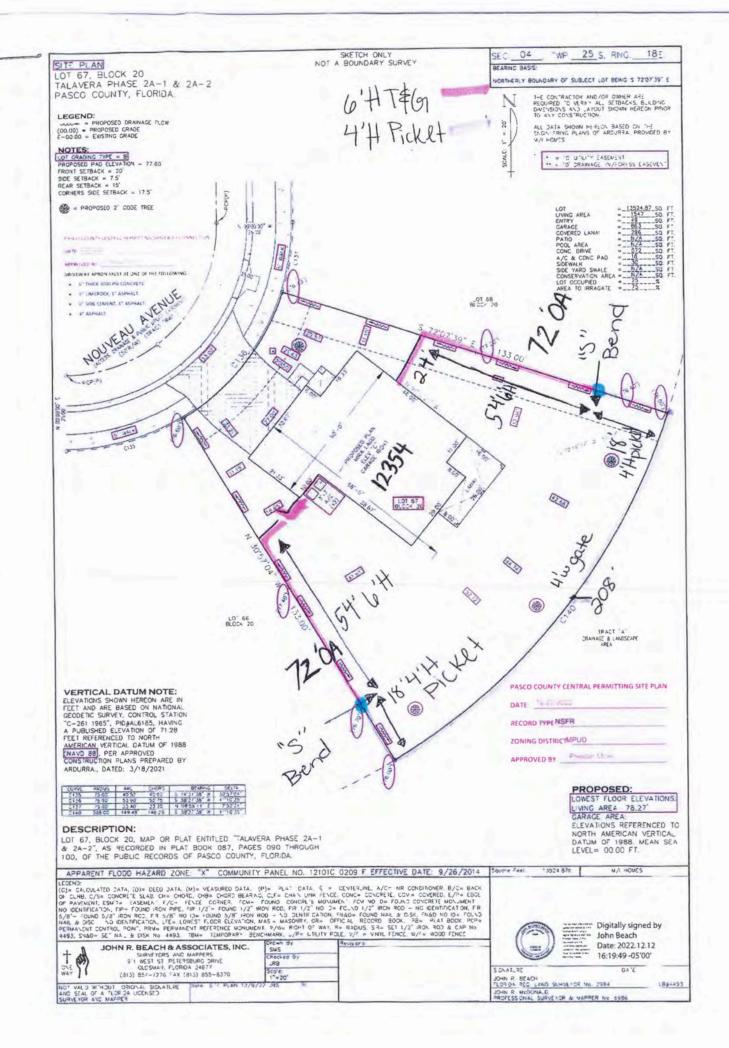
Prior to submitting the request for a fence or landscaping, it would be wise for the Lot Owner to consider the soil conditions and drainage design for his/her lot. In most cases the home site drains to swales at the midpoint between each home. The installation of a fence or landscaping in this area will 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.

, understand the above and will take not or landscaping.		
Monica MacNeill		
Homeowner		
7/19/2023		
Date		

Address





# **Blank Tab**

PREPARED BY AND RETURN TO:

Scott I Steady, Esquire BURR & FORMAN LLP 201 N. Franklin Street, Suite 3200 Tampa, Florida 33602

#### REVOCABLE LICENSE AGREEMENT

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#### **RECITALS**

- A. Licensor is the owner of a Drainage and Ingress/Egress Easement which encumbers the Licensee's property as provided below ("Easement"); and
- B. Licensee owns the lot which legal description is described in <u>Exhibit "A"</u> attached hereto.

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- 3. <u>Term.</u> The term of this Agreement shall commence on the Effective Date and shall expire twenty (20) years later (the "Term"). Notwithstanding any other provision in this Agreement to the contrary, the Licensor may in its sole discretion, unilaterally cancel this Agreement in its entirety pursuant to paragraph 7 below.
- 4. <u>Maintenance and Repair.</u> Licensee shall maintain in good condition and repair, the fence within the Easement. No other improvements or structures within the Easement shall be permitted.
- 5. <u>Indemnification</u>. Licensee will defend, reimburse and hold harmless Licensor, and its officers, directors, employees, agents and servants, from and against any and all claims, actions, suits, proceedings, demands, judgments, damages, losses, obligations, liabilities, costs and expenses (including fees and expenses of attorneys and consultants) (collectively, "Claims") in connection with loss of life, bodily injury and/or damage to property arising from or out of any occurrence in, upon the Easement, except to the extent caused by the intentional misconduct or negligent act or omission of Licensor, its agents employees or servants.
- 6. Attorney Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of alleged dispute, breach, default, claim or misrepresentation arising out of or in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney and paralegal fees, court costs, and costs of experts and investigation, whether at trial, upon appeal, or during investigation by such prevailing party in prosecuting such claim or establishing such defense and

other reasonable costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

- 7. <u>Termination.</u> This Agreement is terminable at the will of Licensor at its sole discretion upon ninety (90) days written notice sent to Licensee's address as set forth above.
- 8. <u>Controlling Law.</u> The terms of this Agreement shall be construed and governed in accordance with the internal laws, but not the laws of conflicts, of the State of Florida. Each party (on behalf of itself and the future owners of its property and their respective heirs, grantees, transferees, legal representatives, successors and assigns, as applicable) hereto consents that the only proper jurisdiction and venue shall be the state courts in Pasco County, Florida, for a resolution of all disputes arising out of the construction, interpretation or enforcement of any term or provision of this Agreement, and each party (on behalf of itself and the future owners of its property and their respective heirs, grantees, transferees, legal representatives, successors and assigns, as applicable) hereby waives the claim or defense that such courts constitute an inconvenient forum.
- 9. <u>Headings.</u> Headings in this Agreement or in the Exhibits which are made a part of this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 10. <u>Severability.</u> In the event any provision hereof shall be finally determined by a court to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.
- 11. <u>Notices.</u> Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the parties (and the future owners and their respective heirs, grantees, transferees, legal representatives, successors and assigns) shall be deemed to have been given and made when delivered to the addresses as shown in the preamble to this Agreement or such other address as may be hereafter designated in writing by one party to the other either: 1) by hand delivery or by courier service, or 2) the day after the notice is delivered to a nationally recognized overnight delivery service for overnight delivery.

- 12. WAIVER OF JURY TRIAL. NO PARTY TO THIS AGREEMENT, NOR THEIR RESPECTIVE HEIRS, GRANTEES, TRANSFEREES, LEGAL REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS, AS APPLICABLE, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT. NONE OF THE FOREGOING WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.
- 13. <u>Recording</u>. This Agreement shall be recorded in the public records of Pasco County, Florida and shall run with the land and be binding on successors and assigns.
- 14. Execution and Counterparts. To facilitate execution, the parties agree that this Agreement may be executed and telecopied or e-mailed to the other party and that the executed telecopy or electronic copy (including pdf) shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in manner and form sufficient to be bound, as of the date set forth above.

Witness:	<b>Licensor:</b> TALAVERA COMMUNITY DEVELOPMENT DISTRICT
	By:
Print Name:	Name: Title:
Print Name:	<del>-</del> -
STATE OF FLORIDA COUNTY OF PASCO	
	owledged before me by means of □ physical presence or □
	ommunity Development District, a Chapter 190 F.S. a special, on behalf of the CDD. He/she is □ personally known to metation) as identification.
[Notary Seal]	Notary Public
	Name typed, printed or stamped
	My Commission Expires:

[Signatures continue on following page.]

Witness:	Licensee:
Print Name:	Name: Yogeshkumar Patel
Print Name:	
STATE OF FLORIDA COUNTY OF PASCO	
online notarization, this	wledged before me by means of $\square$ physical presence or $\square$ day of
(type of identification) as identification	who is $\square$ personally known to me or $\square$ who has produced on.
[Notary Seal]	Notary Public
	Name typed, printed or stamped
	My Commission Expires:

Witness:	Licensee:
Print Name:	Name: Ruby Patel
Print Name:	- -
STATE OF FLORIDA COUNTY OF PASCO	
online notarization, this _	wledged before me by means of □ physical presence or □  day of
(type of identification) as identification	who is $\square$ personally known to me or $\square$ who has produced on.
[Notary Seal]	Notary Public
	Name typed, printed or stamped
	My Commission Expires:

# EXHIBIT "A"

### **Legal Description**

LOT 74, BLOCK 20, OF TALAVERA PHASE 2A-1 AND 2A-2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, PAGE(S) 90, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

# **Talavera Master Association, Inc.**

August 24, 2023

Mail To Yogeshkumar & Ruby Patel 12438 Nouveau Avenue Spring Hill, FL 34610

Architectural Approval Notice: 12438 Nouveau Avenue

Dear Yogeshkumar Patel:

The architectural change request for the following: Fence has been approved by the Architectural Committee based on the following conditions.

Fence approved pending CDD approval & correct flat caps are used with the fence.

This approval is based on the aesthetics of your proposed change and should not be taken as any certification to the construction worthiness or structural integrity of the change you requested. You must follow all local building codes and setback requirements when making this change. A building permit or utility locates may also be required. Please check with all County ordinances prior to commencement.

This approval does not grant you access use to any Association, CDD or County property for purposes of making this modification. If access is required for your modification, you must obtain approval from the landowner in advance.

The Association board reserves the right to make a final inspection of the change to make sure it matches the request you submitted for approval. Please follow the plan you submitted or submit an additional request form if the original plan is modified.

Sincerely,

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

Rick 8/7

# TALAVERA MASTER ASSOCIATION, INC.

		TION APPLIC			
OWNER'S NAME: R	UBY & Yogeshki	umar Pate	L DATE	8623	
ADDRESS: 1243	8 Nouveau	Ave.	BLOCK:	LOT: 207	+
PHONE (813) 408-	1434 EMAIL: P	ubyandyoge	h@gmail.	Com	
PLEASE DESCRIBE IN I	DETAIL THE TYPE OF P	ROPOSED ALTER	ATION, MATERIAL	S TO BE USED, ET	C. IF
Requesting =	for approval	on fence	for Lot 2	874. Approve	d by
	ns and Jign				
	<u> </u>				

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 <u>up to forty-five days, from receipt of a complete application, including all required accompanying information</u>, to process, review and either approve or disapprove this <u>ALTERATION APPLICATION</u>. 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

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.
- 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: 86 23 OF	WNER'S SIGNATURE: _	Ruby Patet	
DATE: 8/6/23 OF	WNER'S SIGNATURE:_	Goegels F	
ACTION TAKEN BY THE	E ASSOCIATION:	DATE:	
NOT APPROVED:	REJECTED:	APPROVED WITH CONDITIONS:	

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.

Return Completed Application to: Rizzetta & Company 5844 Old Pasco Road, Suite 100. Wesley Chapel, FL 33544

Telephone: (813) 994 - 1001 Facsimile: (813) 994 - 294 - 2100

### 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.

× Yogest of	× Rubie Patel
Homeowner 1	Homeowner 1 90 92
Date	Date
12438 Nouveau Ave, Sp	ing Hill, F1 34610

# TALAVERA MASTER ASSOCIATION, INC. ALTERATION APPLICATION

7	of adjacent lot own		Ward	10т_207-3
>	DATE: 81123	_OWNER'S SIGNATURE:	MI Homes	ьот 2075
	DATE:	_OWNER'S SIGNATURE _		LOT
	DATE:	_OWNER'S SIGNATURE _	Company of the Compan	LOT
			NOT APPROVED:	
	APPROVED WITH	CONDITIONS:se	ee attached conditions	
	Authorized Signatu	re for the Architectural Comr	mittee	
	Addionaged Orginatu	ie for the Architectural Com	inttee	

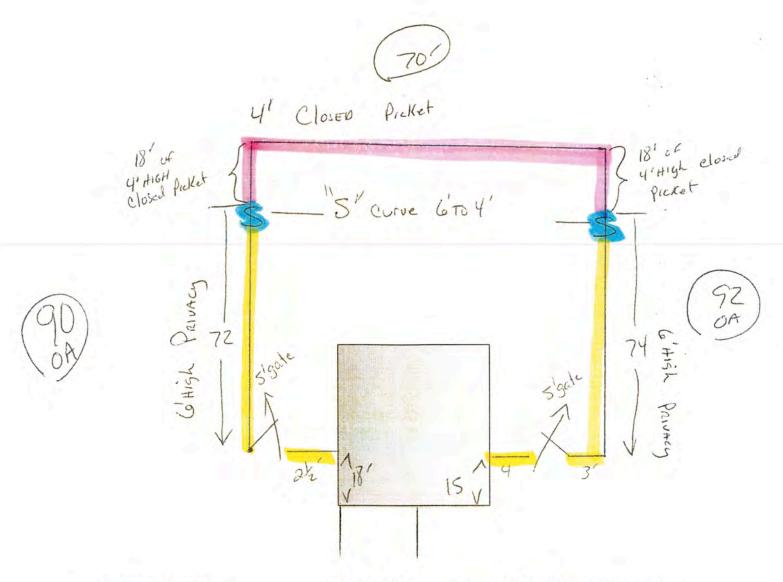
commenced.

Return Completed Application to: Rizzetta & Company 5844 Old Pasco Road, Suite 100. Wesley Chapel, FL 33544 Telephone: (813) 994-1001 Facsimile: (813) 994-2100



TAN IN Color

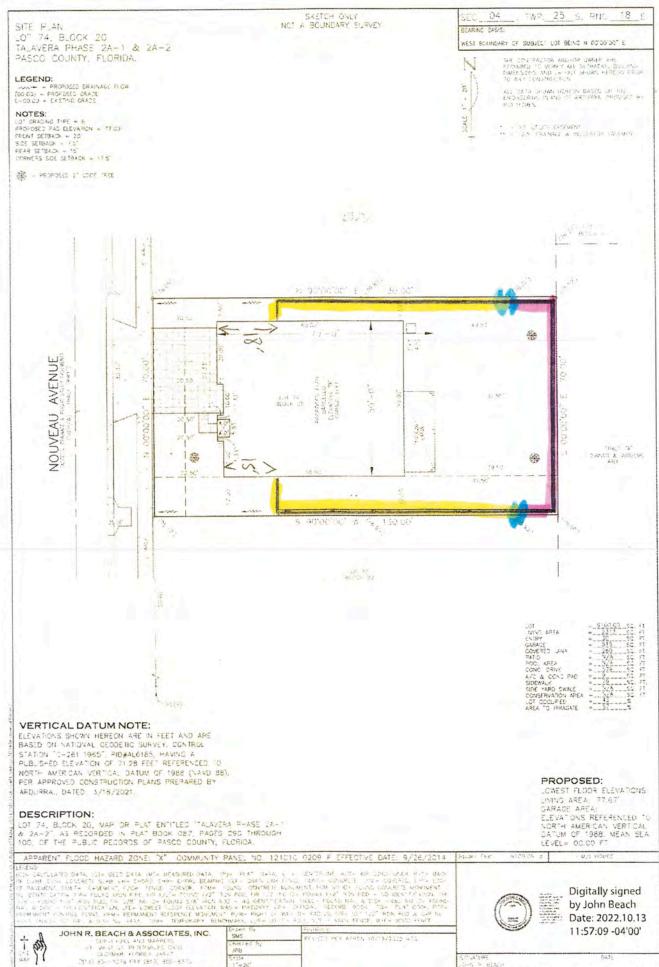
\*Drawing is not to scale



**Thomas Rebmann** 

813-934-9778

Thomas@floridastatefence.com



Secte 1°=20 DESCRIPTION OF LICENSES

# Picket and Rail Size

# Dogear Picket

Closed Top Picket

White

Tan

2" x 31/2" Rails

3" pickets with 2.875" spacing between

3" pickets with 2.875" spacing between 2" x 31/2" Top Rail • 2" x 6" Bottom Rail

2" x 31/2" Top Rail

Classic Straight Picket 4' high x 8' wide



2" x 6" Bottom Rail

Dogear Straight Picket 4' high x 8' wide



Dogear Scallop Picket 4' high x 8' wide





# Premium Boerboel® Hardware

both standard and compact sizes). pool latch for added security around pools (available in and your property remains secured. We offer a locking BOERBOEL hardware to make sure gates stay closed No fence is complete without the proper

latch can be locked on both sides with a padlock." easy push button access and our heavy duty gate Our 1- or 2-sided key access locking latch features

\*Latches need to be purchased separately







Locking Latch with Key Access



Heavy Duty Gate Latch

# **Post Tops**

add extra style. budget and satisfy those who want to We offer several styles that meet any with one of our decorative post tops. Complete your picket fence project



2" x 31/2" Top Rail

Post Top

Post Top

New England

Contemporary

Federation Post Top



2" x 31/2" Bottom Ra



Solar Post Top\*

Gothic Post Top

\* Post Tops to be

purchased separately

\*\* Solar Post Tops available in white only.

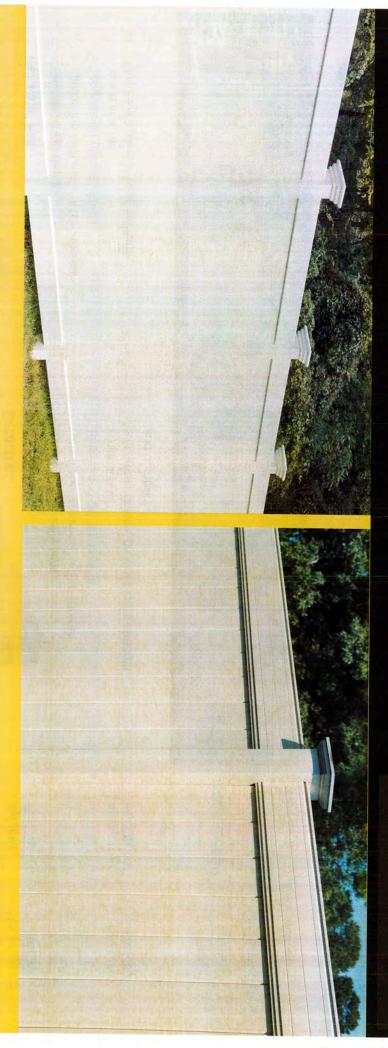
backed by a transferable limited lifetime warranty. All of our vinyl fencing is



# FLORIDA STATE FENCE VINYL PRIVACY SERIES

FEATURING OUR UNIQUE DECORATIVE RAIL OPTION





is Made in America without the use of recycled material beautiful residential product with commercial strength. Our 100% virgin vinyl fencing Florida State Fence offers vinyl privacy fences with two rail options — our standard 13/4" x 51/2" smooth rail and our decorative 2" x 7" notched rail that combines a

Available in Solid Privacy and Lattice Top styles in white and tan with a wide variety of post top options — our products allow you to customize your fence to fit your budget and style.

White

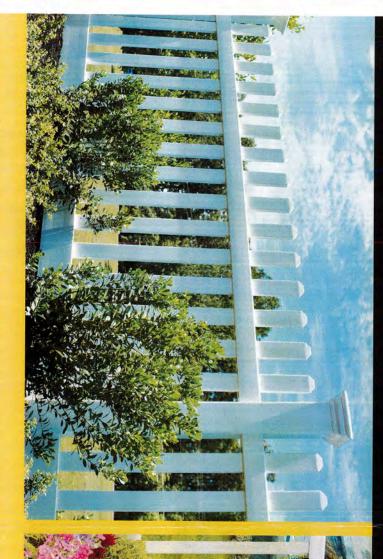
Tan

UP YOUR STYLE!
OUR DECORATIVE 2" X 7"
RAIL OPTION IS LIKE CROWN
MOULDING FOR YOUR FENCE!

THE "GOOD NEIGHBOR" FENCE ATTRACTIVE ON BOTH SIDES

# FLORIDA STATE FENCE VINYL PICKET SERIES

Florida State Fence

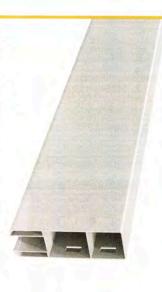


traditional Dogear and Classic picket styles in both straight and scallop designs. styles without the painting or rust often associated with other materials. We offer Tap into the timelessness of low-maintenance Florida State Fence vinyl picket fence

When safety is your primary concern, style is often an afterthought. With Florida and stylish boundary around your pool and yard. picket fence meets or exceeds building and pool code regulations, creating a safe State Fence vinyl closed top picket fencing, you can have both! Our closed top

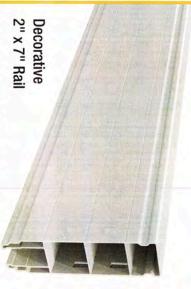
THE CLOSED TOP PICKET
IS DESIGNED TO MEET OR
EXCEED BUILDING AND
POOL CODE REGULATIONS.

# Rail Options

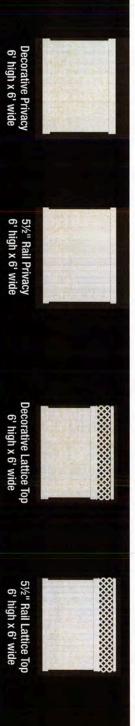


# 134" x 51/2" Rail

- Smooth, clean design
- Lattice Top features 2" x 31/2" top rail
- Tongue-and-groove boards
- White and Tan
- Also available in 8' wide sections



- Notched, decorative style
- Lattice Top features 2" x 31/2" top rail
- Tongue-and-groove boards
- White and tan
- 3 chamber design, provides extra strength and durability





# BOERBOE

# No fence is complete without the proper Premium Boerboel® Hardware

both standard and compact sizes) and your property remains secured. We offer a locking pool latch for added security around pools (available in hardware to make sure gates stay closed

latch can be locked on both sides with a padlock.\* easy push button access and our heavy duty gate Our 1- or 2-sided key access locking latch features

\* Latches need to be purchased separately







Locking Latch with Key Access

Heavy Duty Gate Latch



Post Tops

add extra style. budget and satisfy those who want to with one of our decorative post tops.\* Complete your picket fence project We offer several styles that meet any





Contemporary Post Top







\* Post Tops to be purchased separately

Solar Post Top\*

Gothic Post Top

\*\* Solar Post Tops available in white only.

backed by a transferable All of our vinyl fencing is limited lifetime warranty.



# **Blank Tab**

PREPARED BY AND RETURN TO:

Scott I Steady, Esquire BURR & FORMAN LLP 201 N. Franklin Street, Suite 3200 Tampa, Florida 33602

# REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_, 2023 (the "Effective Date"), by and between the Talavera Community Development District, a Chapter 190 F.S. a special purpose government entity, with an address of 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 ("Licensor") and Manjit Vohra with an address of 12360 Nouveau Avenue, Spring Hill, FL 34610 ("Licensee")

# **RECITALS**

- A. Licensor is the owner of a Drainage and Ingress/Egress Easement which encumbers the Licensee's property as provided below ("Easement"); and
- B. Licensee owns the lot which legal description is described in <u>Exhibit "A"</u> attached hereto.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10) and other good and valuable consideration paid in hand each to the other simultaneously with the execution of these presents, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

- 1. <u>Recitals.</u> The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. <u>Grant of License.</u> Licensor does hereby grant, and Licensee hereby accepts, a non-exclusive revocable license to erect and maintain a fence within the Easement. In the event

the District needs temporary access to the Easement, the District shall provide 14 calendar days written notice to the Licensee, that the fence will need to be removed until such time as the District no longer requires access. The Licensee shall be responsible to reinstall the removed fence. In the event the Licensee does not remove the fence, then the District shall remove the fence and any costs associated with such removal may be added to the Licensee's District's Operation and Maintenance assessment, if the costs are not paid by the Licensee.

- 3. <u>Term.</u> The term of this Agreement shall commence on the Effective Date and shall expire twenty (20) years later (the "Term"). Notwithstanding any other provision in this Agreement to the contrary, the Licensor may in its sole discretion, unilaterally cancel this Agreement in its entirety pursuant to paragraph 7 below.
- 4. <u>Maintenance and Repair.</u> Licensee shall maintain in good condition and repair, the fence within the Easement. No other improvements or structures within the Easement shall be permitted.
- 5. <u>Indemnification</u>. Licensee will defend, reimburse and hold harmless Licensor, and its officers, directors, employees, agents and servants, from and against any and all claims, actions, suits, proceedings, demands, judgments, damages, losses, obligations, liabilities, costs and expenses (including fees and expenses of attorneys and consultants) (collectively, "Claims") in connection with loss of life, bodily injury and/or damage to property arising from or out of any occurrence in, upon the Easement, except to the extent caused by the intentional misconduct or negligent act or omission of Licensor, its agents employees or servants.
- 6. Attorney Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of alleged dispute, breach, default, claim or misrepresentation arising out of or in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney and paralegal fees, court costs, and costs of experts and investigation, whether at trial, upon appeal, or during investigation by such prevailing party in prosecuting such claim or establishing such defense and other reasonable costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

- 7. <u>Termination.</u> This Agreement is terminable at the will of Licensor at its sole discretion upon ninety (90) days written notice sent to Licensee's address as set forth above.
- 8. Controlling Law. The terms of this Agreement shall be construed and governed in accordance with the internal laws, but not the laws of conflicts, of the State of Florida. Each party (on behalf of itself and the future owners of its property and their respective heirs, grantees, transferees, legal representatives, successors and assigns, as applicable) hereto consents that the only proper jurisdiction and venue shall be the state courts in Pasco County, Florida, for a resolution of all disputes arising out of the construction, interpretation or enforcement of any term or provision of this Agreement, and each party (on behalf of itself and the future owners of its property and their respective heirs, grantees, transferees, legal representatives, successors and assigns, as applicable) hereby waives the claim or defense that such courts constitute an inconvenient forum.
- 9. <u>Headings.</u> Headings in this Agreement or in the Exhibits which are made a part of this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 10. <u>Severability.</u> In the event any provision hereof shall be finally determined by a court to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.
- 11. <u>Notices.</u> Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the parties (and the future owners and their respective heirs, grantees, transferees, legal representatives, successors and assigns) shall be deemed to have been given and made when delivered to the addresses as shown in the preamble to this Agreement or such other address as may be hereafter designated in writing by one party to the other either: 1) by hand delivery or by courier service, or 2) the day after the notice is delivered to a nationally recognized overnight delivery service for overnight delivery.
- 12. <u>WAIVER OF JURY TRIAL.</u> NO PARTY TO THIS AGREEMENT, NOR THEIR RESPECTIVE HEIRS, GRANTEES, TRANSFEREES, LEGAL REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS, AS APPLICABLE, SHALL SEEK A JURY TRIAL IN

ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT. NONE OF THE FOREGOING WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

- 13. <u>Recording</u>. This Agreement shall be recorded in the public records of Pasco County, Florida and shall run with the land and be binding on successors and assigns.
- 14. Execution and Counterparts. To facilitate execution, the parties agree that this Agreement may be executed and telecopied or e-mailed to the other party and that the executed telecopy or electronic copy (including pdf) shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in manner and form sufficient to be bound, as of the date set forth above.

Witness:	<b>Licensor:</b> TALAVERA COMMUNITY DEVELOPMENT DISTRICT
Print Name:	By: Name:
Time I value.	Title:
Print Name:	
STATE OF FLORIDA COUNTY OF PASCO	
online notarization, this day	knowledged before me by means of □ physical presence or □ of, 2023 by Community Development District, a Chapter 190 F.S. a special
purpose government entity ("CDI	O"), on behalf of the CDD. He/she is $\square$ personally known to me
or $\square$ has produced (type of identi	fication) as identification.
[Notary Seal]	Notary Public
	Name typed, printed or stamped
	My Commission Expires:
[Sign	atures continue on following page.]

Witness:	Licensee:
Print Name:	Name: Manjit Vohra
Print Name:	- -
STATE OF FLORIDA COUNTY OF PASCO	
online notarization, this _	wledged before me by means of □ physical presence or □  day of
(type of identification) as identification	who is $\square$ personally known to me or $\square$ who has produced on.
[Notary Seal]	Notary Public
	Name typed, printed or stamped
	My Commission Expires:

# EXHIBIT "A"

# **Legal Description**

LOT 68, BLOCK 20, OF TALAVERA PHASE 2A-1 AND 2A-2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, PAGE(S) 90, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

# **Talavera Master Association, Inc.**

August 24, 2023

Mail To Manjit Vohra 12360 Nouveau Avenue Spring Hill, FL 34610

Architectural Approval Notice: 12360 Nouveau Avenue

Dear Manjit Vohra:

The architectural change request for the following: has been approved by the Architectural Committee based on the following conditions.

Fence approved pending CDD approval

This approval is based on the aesthetics of your proposed change and should not be taken as any certification to the construction worthiness or structural integrity of the change you requested. You must follow all local building codes and setback requirements when making this change. A building permit or utility locates may also be required. Please check with all County ordinances prior to commencement.

This approval does not grant you access use to any Association, CDD or County property for purposes of making this modification. If access is required for your modification, you must obtain approval from the landowner in advance.

The Association board reserves the right to make a final inspection of the change to make sure it matches the request you submitted for approval. Please follow the plan you submitted or submit an additional request form if the original plan is modified.

Sincerely,

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

Email: hoageneral@rizzetta.com

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



# TALAVERA MASTER ASSOCIATION, INC.

# **ALTERATION APPLICATION**

OWNER'S NAME: NITH JII VOHRA DATE: 8/9/23.
ADDRESS: 12360 NOUVEAU AVE BLOCK: 20 LOT: 68
PHONE: 540589 1023 EMAIL: manjit, vohra@gmail.com.
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.
INSTAIL TAN VINUL Fence meeting All HOA
REQUIREMENTS FOR Height & Colon AND STYLE
"SI SCOPED DOWN TO 18' OF 4' HIGH PICKET Flush FOR
and Same Fence Acress REAM OF PRODUCTY All FENCE
SET WITHIN Property LINES According to LECAL

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:

- 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.
- 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:OW	NER'S SIGNATURE:_	
Signature of neighbors requand does not represent their		This is a notification acknowledgement by neighbors
MI Home	٨	Monica Marfeill Right side
Rear Ma		n la Rear
Please review 1	Tips for Completion of t	he Alteration Application on following page
ACTION TAKEN BY THE	ASSOCIATION:	DATE:
NOT APPROVED:	REJECTED:	APPROVED WITH CONDITIONS:
NOT AFFINOVED.		

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.

Authorized Signature for the Architectural Review Committee

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.

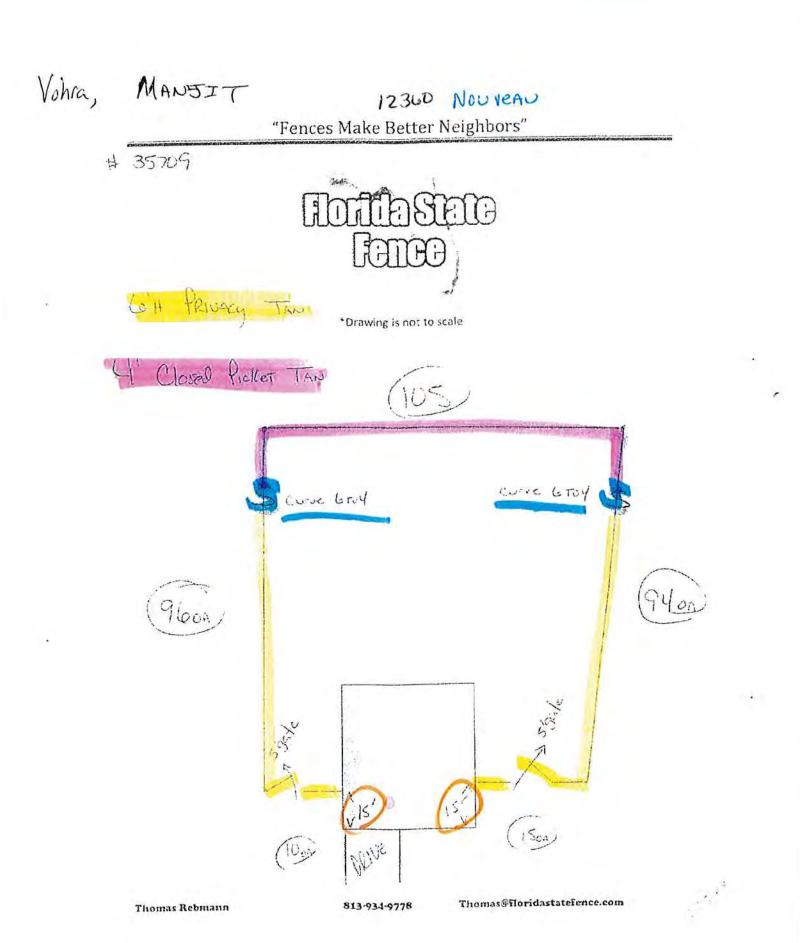
Prior to submitting the request for a fence or landscaping, it would be wise for the Lot Owner to consider the soil conditions and drainage design for his/her lot. In most cases the home site drains to swales at the midpoint between each home. The installation of a fence or landscaping in this area will 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.

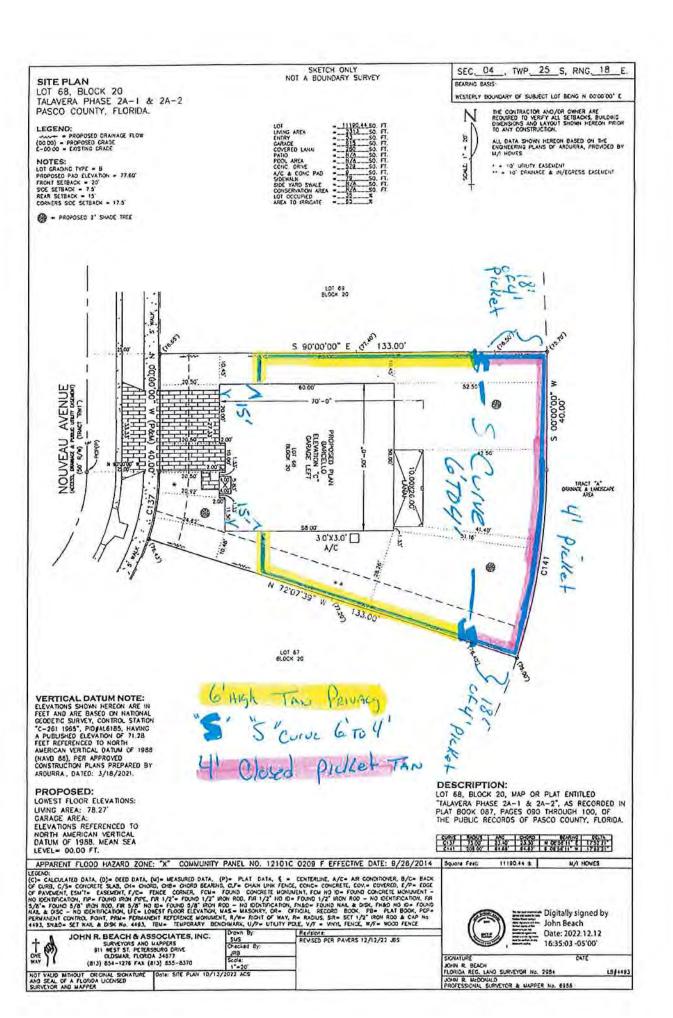
Landscaping should never be placed in swales. This will not only create drainage problems, but most landscaping will be negatively affected by the wet conditions in the swales. It is a good idea when planning landscaping to mound the bed up so the landscaping material is planted in ground that is at 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

12360 NOUVEAU AVE.
Address Spring Hill, FL 34610.

Third Edition Adopted January 26, 2023





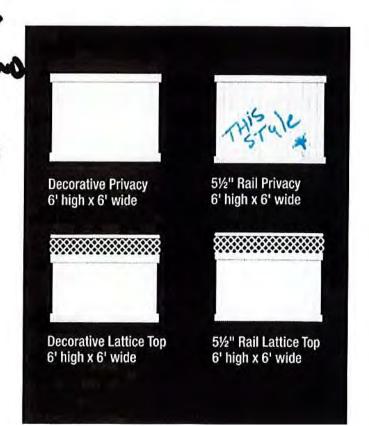




OH Privacy Styles

Solid Privacy — Relax and enjoy your surroundings behind a Florida State Fence vinyl privacy fence. Designed for safety and security, all styles feature tongue-and-groove boards that add strength and durability.

Decorative Lattice Top — The best of both worlds, our classic style vinyl lattice top panel offers privacy with a decorative touch. The bottom portion provides true privacy while the top offers increased air circulation and an elegant accent while providing some visibility into and out of the yard.



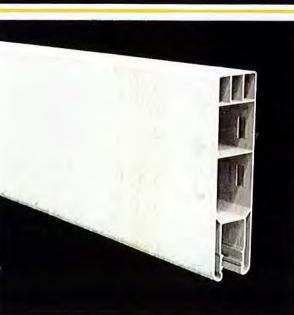
# RAIL OPTIONS



# Decorative 2" x 7" Rail Privacy and Lattice Top

Specifically designed rail delivers superior performance without the need of an aluminum insert.

- Lattice Top 2" x 3½" top rail
- Tongue-and-groove boards
- White, Sand and Clay
- 3 chamber design, providing extra strength and durability



# 1¾" x 7" Rail Privacy and Lattice Top

This large, smooth rail offers superior privacy with anti-sag performance.

- Lattice Top 2" x 31/2" top rail
- Tongue-and-groove boards
- White, Sand and Clay
- Friction Fit rails distribute weight across the top and bottom of fence panel minimizing panel sag



# 1¾" x 5½" Rail Privacy and Lattice Top

This budget-friendly option features a smooth, clean design with a slightly wider width than our competitor's rails.

- Lattice Top 2" x 3½" top rail
- Tongue-and-groove boards
- White, Sand, Clay, Cypress Wood Grain and Ash Gray Wood Grain\*

'Available in select styles and sizes

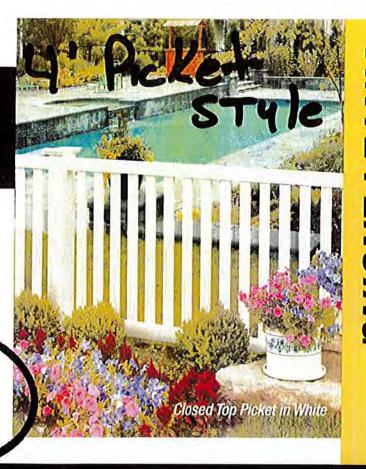




Closed Top Picket 4' Tall

Closed Top Picket — When safety is your primary concern, style is often an afterthought. With Florida State Fence vinyl closed top picket fencing, you can have both! Sleek and stylish, our closed top systems meet or exceed building and code regulations, creating a safe and stylish boundary around your pool and yard.







Classic Picket 4' high x 6' wide



Classic Scallop Picket 4' high x 6' wide



Dogear Picket 4' high x 6' wide



Dogear Scallop Picket 4' high x 6' wide

Classic Picket (straight and scallop styles)

11/2" square pickets with 2.337" spacing between

2.33

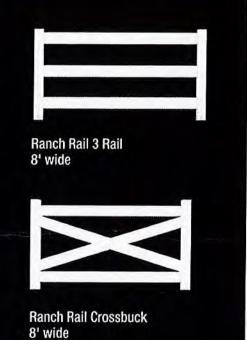
Dogear Picket (straight and scallop styles)

3" pickets with 2.875" spacing between



2.875



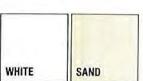


# Ranch Rail

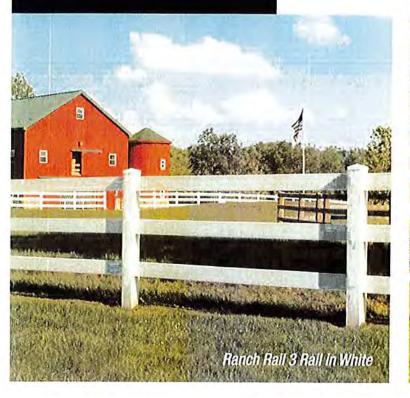
Florida State Fence's ranch rail fencing is the perfect choice to help define your yard, contain your garden area or wrangle in the wide open space on your property.

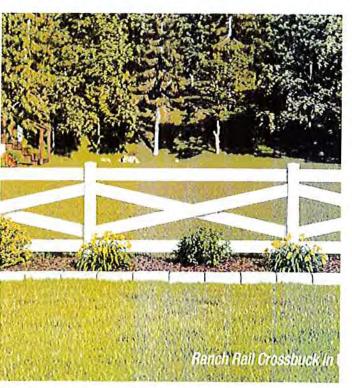
Our ranch rail — available in 3 Rail and Crossbuck\* — offers a routed assembly system, giving your fence a nearly flawless appearance. It's also the perfect solution for commercial use in housing developments and recreation areas.

\* 2 Rail and 4 Rail Ranch Rail are available special order only.



# Contact Us at 813-413-7844

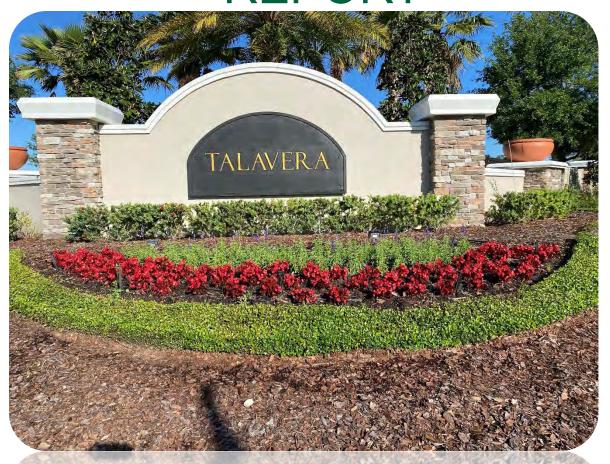




# Tab 2

# TALAVERA

# LANDSCAPE INSPECTION REPORT



September 11, 2023
Rizzetta & Company
Jason Liggett – Landscape Specialist



# **SUMMARY & POOL HOUSE**

# **General Updates, Recent & Upcoming Maintenance Event**

- > Check out the browning areas in the new turf.
- ➤ Redtree has replaced the dead areas on the outbound side of Talavera parkway at the monument sign.

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.

 Diagnose and treat the turf decline next to the handicap parking lots to the east of the amenity center. (Pic 1)



- Treat the bed weeds throughout the pool pump area.
- 3. Remove the dead from the base of the Liriope on the east and the west of the pool area fence.(Pic 3)
- 4. Diagnose and treat the browning turf area to the east of the pool area near the brown vinyl fence.(Pic 4)







# Talavera Parkway

- 5. Treat the dollar weed to the south of the tennis court in the new Saint Augustine.
- 6. Over the next few weeks cut the Texas sage down by half to low the tiering affect with the copperleaf in the background.(Pic 6)



- 7. Remove the sucker growth from the base of the crape myrtle to the west of the amenity center near the handicap parking lot.
- 8. Treat the turf weeds on the inbound side of Talavera parkway in the saint Augustine.(Pic 8,8a>)



9. Improve the vigor in the liriope and African iris on the berm on the inbounds side of Talavera Parkway. Remove any dead from the base of the plant material.

10. Detail out the bed spaces on the inbound and outbound side of Talavera parkway removing any dead from the plant material.





# Tab 3



# **TALAVERA CDD**

# **GROUNDS MAINTENANCE REPORT: Week of August 7, 2023**

**TO:** District Management

**Talavera CDD Board of Supervisors** 

FROM: John Burkett – Client Care Specialist – RedTree Landscape Systems

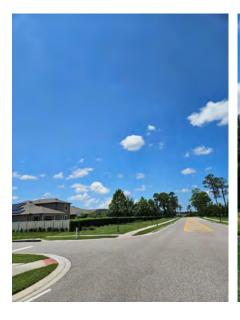
**DATE:** August 10, 2023

# **FOLLOW-UP OVERVIEW**

Monday & Wednesday, August 7 & 9, 2023

o Mowed, edged, whipped, and blew off main boulevard and ponds.

o Detailed amenity center and entrance medians.















# Tab 4





# Talavera CDD Waterway Inspection Report

Reason for Inspection: Monthly required

**Inspection Date:** 2023-09-01

# **Prepared for:**

Lynn Hayes Rizzetta & Company

### Prepared by:

Nick Margo, Aquatic Biologist

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

# **TABLE OF CONTENTS**

SITE ASSESSMENTS	
STE ASSESSIVE ATS	
PONDS220,300,31 <u>0A</u>	3
PONDS310B,360A,37	4
PONDS380A,380B,S	5
PONDS 400	6
MANAGEMENT/COMMENTS SUMMARY	
SITE MAD	

220

### **Comments:**

Site looks good

The water level is not near the high watermark but most of the bank is filled in. There is minimal nuisance vegetation in the water column and mostly native plants.

## **Action Required:**

Routine maintenance next visit

# **Target:**

Species non-specific





300

### **Comments:**

Site looks good

You can see the water is up to the high watermark now when compared to June. There is no noted algae and minimal nuisance vegetation.

# **Action Required:**

Routine maintenance next visit

# **Target:**

Species non-specific







September, 2023

# 310A / S2

## **Comments:**

Site looks good

The sump is full of water and the site 310A has a small puddle in it. Not much else going on between the two.

# **Action Required:**

Routine maintenance next visit

# **Target:**

Species non-specific





# 310B / S1

### **Comments:**

Site looks good

310B has water in it for the first time in a while. Both sites are in good condition with no issues or vegetation to note.

# **Action Required:**

Routine maintenance next visit



Species non-specific





# 360A

### **Comments:**

Site looks good

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

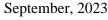
# **Action Required:**

Routine maintenance next visit

# **Target:**

Species non-specific







June, 2023

## 370

### **Comments:**

Site looks good

The site is at the high watermark and is in good condition with minimal nuisance, shoreline weeds and a strong native monoculture of Gulf Spikerush.

# **Action Required:**

Routine maintenance next visit

# **Target:**

Species non-specific



June, 2023



September, 2023

### Site: 380A

#### **Comments:**

Normal growth observed

The site has more water but also has algae again most likely fueled by runoff.



Routine maintenance next visit

### **Target:**

Surface algae



June, 2023



### **Site:** 380B

#### **Comments:**

Normal growth observed

The site contains some algae and submersed slender spikerush that will require treatment. There is minimal shoreline weeds.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Surface algae



June, 2023



September, 2023

### **Site:** S3 / S5

### **Comments:**

Site looks good

Both sites contain decay and S5 was recently sprayed after they cleared it.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Species non-specific





**Site:** 400

#### **Comments:**

Site looks good

The site has a lot more water than the last time it was inspected but remains in good condition with minimal algae and no noted nusiance vegetation.

### **Action Required:**

Routine maintenance next visit

### **Target:**

Submersed vegetation





June, 2023 September, 2023

### **Management Summary**

So a lot of the sites have more water in them from all the recent rain. Very few were noted as being at the highwater mark, like 400, but many still remained a few feet below. The rain sometimes introduces runoff that can be an issue with smaller ponds, this is most likely why we see some algae in 380A & 380B.

Most of the sumps have decay from a previous treatment. S5 was finally clearly and whatever vegetation was leftover has been already sprayed.

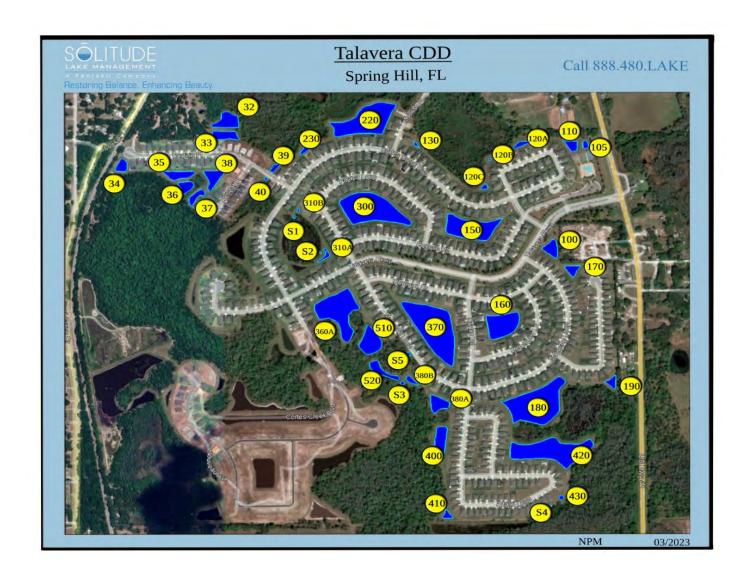
None of the sites had any noted nuisance, shoreline weed issues.

Thank You For Choosing SOLitude Lake Management.

### Talavera CDD Waterway Inspection Report

2023-09-01

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	Site looks good	Species non-specific	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	Normal growth observed	Surface algae	Routine maintenance next visit
380B	Normal growth observed	Surface algae	Routine maintenance next visit
S3/S5	Site looks good	Species non-specific	Routine maintenance next visit
400	Site looks good	Submersed vegetation	Routine maintenance next visit



4252 Hay Road · Lutz, FL 33559 · (813) 907-9500

August 1, 2023

Sean Craft Rizetta and Company 5844 Old Pasco Rd STE 100 Wesley Chapel, FL 33544

RE: Proposal for Environmental Consulting Services
Talavera 1A
Pasco County, Florida
Proposal #23-0225

Dear Mr. Craft:

Horner Environmental Professionals, Inc. (HEP) herein submits this proposal for environmental consulting services on the referenced property. Specifically, the following tasks will be completed in accordance with the requirements of Environmental Protection Commission permit conditions for the referenced project:

#### Wetland and Buffer Planting

• Installation of 250 tree species to comply with the SWFWMD-approved Mitigation Plan "Talavera 1A" associated with ERP compliance for wetland mitigation.

If any additional services for unexpected events become necessary, they will be immediately discussed with the Client and can be added under a separate proposal, if necessary. This proposal is valid for a period of 30 days from the date of this correspondence. Acceptance of this proposal is acknowledged by your signature below and the return of one signed copy. Planting will be billed upon completion and Maintenance and monitoring will be billed per event.

Sincerely,

HORNER ENVIRONMENTAL PROFESSIONALS, INC.

Jeffrey S. Batten Senior Ecologist

# 



### Monthly Operations Report August 2023 - (August 16-September 20)

### Talavera Community Development District (CDD)

18955 Rococo Road, Spring Hill, Fl 34610

Phone: 813.536-0019 Email: manager@talaveraclub.com

### **Clubhouse Operations/Maintenance Update**

Every other day, Pool & Splash water testing & logging to Pool Record

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 Board (maintenance)

Detailed ant treatment outside/surrounding areas of clubhouse (maintenance)

Detailed every other day Wasp/Hornets at Tennis Court (Maintenance)

Safety checks & blow debris around clubhouse/amenities (maintenance)

Inventory of all cleaning materials (maintenance)

Every other day drive through 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

Keep daily records of all duties done & filed

Coordinate August Activity/Events - see page upcoming events

Weekly update/check on community bulletin boards

Send out all needed community events & updates via email blast.

Keep Records/Revise Patrol Reports -

**Replace Shower Plastic Chain** 

Replace Kant-Slam Hydraulic at Entrance Gate

Water pressure east side wall by the pool area.

Water pressure garbage area fence

Extra Duty Schedule August 2023- Exhibit A

Deputy Patrol Report 8/3/2023-Exhibit B

Deputy Patrol Report 8/7/2023 Exhibit C

Deputy Patrol Report 8/10/2023 Exhibit D

Deputy Patrol Report 8/14/2023 Exhibit E

Deputy Patrol Report 8/17/2023-No Patrol

Deputy Patrol Report 8/21/2023 Exhibit F

Deputy Patrol Report 8/24/2023 No Patrol

Deputy Patrol Report 8/28/2023-Exhibit G

Deputy Patrol Report 8/31/2023-No Parol

Extra Duty Schedule Sept. 2023 Exhibit H

### Status of Approved Items on CDD Meeting of August 16, 2023

- 1. Radar Sign Installed 8/23/2023
- 2. Romaner installed the knockdown 15MPH sign on Alfaro Loop-Installed 8/23/2023
- 3. Romaner Installed one 30" Pedestrian Crossing sign Installed 8/23/2023
- 4. Romaner Installed one Splash Pad Rules Installed 8/18/2023
- 5. MG Air Conditioning all three A/C units Maintenance Service-8/14/2023
- 6. Resident Maintenance Service -Fan Installation meeting room Installed 9/7/2023
- 7. Resident Maintenance Service -Replace GFCI receptacle in family bathroom -Installed 9/7/2023
- 8. Resident Maintenance Service -Ethernet Cable Instalation thru attic to meeting room.-Installed 9/7/2023

# **Upcoming September Events, Meeting & Food Trucks**

Saturday, Sept. 2 - Ice Cream Day - 10:00am-1:00pm

Tuesday, Sept. 5 –Spirit Committee - 6:30pm-8:30pm

Tuesday, Sept 5 - Cards & Games - 11:00am-2:00pm

Wednesday, Sept.6 - Popcorn Day -10:00am-1:00pm

Thursday, Sept. 7 - Arts & Craft - 11:00am-2:00pm Friday, Sept. 8 - Coffee & Donuts - 9:30am-11:00am

Saturday, Sept. 9 - Food Truck - 5:00pm-8:00PM

Wednesday, Sept. 13 - Popcorn Day - 10:00am-1:00pm

Friday, Sept. 15 - Food Truck - 5:00pm-8:00pm

Saturday, Sept. 16 - Popsicles Sticks - 10:00am-1:00pm

Saturday, Sept. 16 - Paint & Sip Joe - 5:30pm-8:00pm

Tuesday, Sept. 19 - Cards & Games - 11:00am-2:00pm

Tuesday, Sept. 19 – ACC Applications are Due

Wednesday, Sept. 20 - Popcorn Day - 10:00am-1:00pm

Wednesday, Sept. 20 -CDD Meeting - 6:00pm-8:30pm

Thursday, Sept. 21 - Arts & Crafts - 11:00am-2:00pm

Friday, Sept 22 - Coffee & Donuts - 9:30am-11:00am

Saturday, Sept 23-Communitee Yard Sale-7:00am-12:00pm

Tuesday, Sept 26 - ARC Virtual Meeting - 6:30pm

Wednesday, Sept 27 - Popcorn Day - 10:00am-1:00pm

Wednesday, Sept 27 - Wine Glass Painting-6:30pm

Saturday, Sept. 30 - Popsicle Sticks - 10:00am-1:00pm

Saturday, Sept. 30 - Bingo Night - 5:30pm-7:30pm

# To be discussed on our CDD meeting of September 20th and for Approval

1. Renewal of Patrol October 2023 to October 2024

### Extra Duty Employment Schedule for August 2023

Pasco Sheriff's			Extra Duty Deta	ail Emplo	yment Rep	ort			
MONTH OF AUGU	IST 2023		Mondays & Thursda	у					
Date	Shift Hours	Shift Confirmed	Shift By Sheriff	CJIS Num.	Cellular Number	Report Received	Invoice Date	Invoice Number	Invoice Amount
Thurs-8/3/2023	3pm-7pm	7/31/2023	Corrales, Joel	5729	727.277.7142	3-Aug			
Mon-8/7/2023	7am-11am	7/31/2023	Yanzer, Joshua	6540	727.810.4793	7-Aug			
Thurs-8/10/2023	3pm-7pm	8/7/2023	MacKnight George	4138	727.277.5905	10-Aug			
Mon-8/14/2023	7am-11am	8/7/2023	Wellman, Hunter	6534		16-Aug			
Thurs-8/17/2023	3pm-7pm		NO PATROL						
Mon-8/21/2023	7am-11am	8/21/2023	Patrick, Christopher	5570		22-Aug			
Thurs-8/24/2023	3pm-7pm		NO PATROL						
Mon-8/28/2023	7am-11am	8/21/2023	Cantagallo, James	5191	727.514.8395	29-Aug			
Thurs-8/31/2023	3pm-7pm		NO PATROL						



The below is a consolidated daily report of all the deputies that worked the Talavera $^*$  Community (Security) detail on 8/3/2023

Deputy:	RONGO, JENNIFER (4959)	bs
Position:	Community (Security)	
14	3:00PM - 7:00PM	
Scheduled Time		
Actual Time	3:00PM - 7:00PM	
Display Text		Answer Text1
Event Number:		2023451006
On Arrival Did Yo	ou Check-in:	YES
Number of field	interview reports: .	None
Number of parki	ng tickets:	None
Amount of time	running radar:	None
	other types of violations, such as ten warnings, additional event	Verbal warnings to move vehicles from the roadway.
	t a detailed Narrative of events furing your detail:	Patrolled roads throughout duration of shift numerous times to include: Talavera Parkway Rococo Road Diego Circle Baragan Way Cortes Creek Boulevard Palapa Loop Moorish Place Porfirio Place Retreat Place Romanesque Court Lafuente Court Nouveau Ave Malinche Loop Criollo Road Gothic Road Alfaro Loop Chaya Court Henequen Lane Obregan Drive  Maintained law enforcement presence throughout the community and clubhouse. Made contact with four citizens. One verbal warning for speed, Two verbal warnings for parking in the roadway. No crimes were observed or committed. No further action was taken.



### The below is a consolidated daily report of all the deputies that worked the Talavera\* Community(Security) detail on 8/7/2023

Position: YANZER, JOSHUA (6540) Position: Community (Security) Scheduled Time 7:00AM - 11:00AM Actual Time 7:00AM - 11:00AM	ş.
Display Text	Answer Text1
Event Number:	2023457430
On Arrival Did You Check-in:	YES
Number of field interview reports:	0
Number of parking tickets:	0
Amount of time running radar:	None (not assigned radar)
Were there any other types of violations, such a trespassing, written warnings, additional event numbers:	s None
Please document a detailed Narrative of events that took place during your detail:	Provided a law enforcement presence to the community. No incidents to report on this detail. No further Action. JY6540



### The below is a consolidated daily report of all the deputies that worked the Talavera $^*$ Community(Security) detail on 8/10/2023

Deputy: MAC KNIGHT II, GEORGE (41: Position: Community (Security) Scheduled Time 3:00PM - 7:00PM Actual Time 3:00PM - 7:00PM	38) *
Display Text	Answer Text1
Event Number:	2023464925
On Arrival Did You Check-in:	YES
Number of field interview reports:	NONE
Number of parking tickets:	2 WARNINGS ISSUED
Amount of time running radar:	2 HOURS-MAIN FOCUS ON TALAVERA DR.
Were there any other types of violations, such as trespassing, written warnings, additional event numbers:	NO ADDITIONAL ACTIVITY NOTED.
Please document a detailed Narrative of events that took place during your detail:	Upon arrival I met with contact at the clubhouse and was provided the access code for clubhouse and we spoke of what the community is requesting during the detail. It was relayed the street parking and traffic enforcement on Talavera were main concerns. During the majority of the detail I patrolled the streets and clubhouse, remaining mobile for the most part. As it neared 5pm when most homeowners were coming home I began traffic enforcement on Talavera. No speeds over 35 mph were noted during the enforcement. Spoke to several residents who were appreciative of the traffic enforcement. Left two warnings on whicles for street parking on areas where roadway was tight. Other contractor vehicles were noted at a few residences, but no warnings issued to contractors. Departed the community at 1900.

### **EXHIBIT E**



Pasco Sheriff's Office ATTN: Secondary Employment Office Administrator 8700 Citizen Drive New Port Richey, FL 34654

### The below is a consolidated daily report of all the deputies that worked the Talavera\* Community(Security) detail on 8/14/2023

Deputy:         WELLMAN, HUNTER (6534)           Position:         Community (Security)           Scheduled Time         7:00AM         - 11:00AM           Actual Time         7:00AM         - 11:00AM	•
Display Text	Answer Text1
Event Number:	2023471647
On Arrival Did You Check-in;	YES
Number of field interview reports:	0
Number of parking tickets:	0
Amount of time running radar:	0
Were there any other types of violations, such as trespassing, written warnings, additional event numbers:	Not that I observed.
Please document a detailed Narrative of events that took place during your detail:	I maintained a LEO presence throughout the neighborhood. I did not observe any crimes or suspicious activity.



### The below is a consolidated daily report of all the deputies that worked the Talavera $^*$ Community (Security/Radar) detail on 8/21/2023

Deputy: PATRICK, CHRISTOPHER (5570)

Position: Community (Security)

Scheduled Time 7:00AM - 11:00AM

Actual Time 7:00AM - 11:00AM

Display Text	Answer Text1
Event Number:	2023485718
On Arrival Did You Check-in:	YES
Number of field interview reports:	NONE
Number of parking tickets:	NO VIOLATIONS OBSERVED
Amount of time running radar:	1 HOUR
Were there any other types of violations, such as trespassing, written warnings, additional event numbers:	NONE
Please document a detailed Narrative of events that took place during your detail:	PROVIDED VISIBLE SECURITY FOR THE NEIGHBORHOOD. MONITORED SCHOOL BUS STOPS, SPEEDERS AND ETC THROUGH OUT THE NEIGHBORHOOD. MADE MULTIPLE ROVING PATROLS THROUGHOUT.

### Exhibit G



Pasco Sheriff's Office ATTN: Secondary Employment Office Administrator 8700 Citizen Drive New Port Richey, FL 34654

The below is a consolidated daily report of all the deputies that worked the Talavera\* Community (Security/Radar) detail on 8/28/2023

Deputy: CANTAGALLO, JAMES (5191)

Position: Community (Security) 8/28/23

Scheduled Time 7:00AM - 11:00AM

Actual Time 7:00AM - 11:00AM

Actual Time 7:00AM - 11:00AM	
Display Text	Answer Text1
Event Number:	2023499005
On Arrival Did You Check-in:	YES
Number of field interview reports:	0
Number of parking tickets:	0
Amount of time running radar:	not radar certified, did not see note about wanting radar until it was too late to drop detail
Were there any other types of violations, such as trespassing, written warnings, additional event numbers:	5 parking warnings
Please document a detailed Narrative of events that took place during your detail:	Upon arrival, I attempted phone contact with Evelyn, who did not answer so I left a voicemail with my phone number Around 0730 to 0750 I sat watching traffic around a bus stop with children near it by Talavera Pkwy and Baragan Way. From 0910 to 0918, I sat near the same bus stop again to watch traffic as there were children waiting for the bus. At 0928 I stopped at Talavera Pkwy and Cortes Creek Blvd to watch the bus stop. Throughout the detail, I did not observe any traffic infractions. I had a resident complain to me about a lawn care company blocking her driveway at 18428 Malinche Lp, so I went and spoke to the company who was working on her neighbor's lawn. They advised they are normally in and out in 12 minutes and try not to block driveways, but their boss was there so they pulled more forward. There was still space for the resident to exit their driveway when I arrived to location. I spoke to a resident on Malinche Lp about a black BMW and black Jeep parked on the roadway, which she advised the one was her neighbors vehicle which broke down overnight and they were working on getting it fixed and the Jeep was the family therapist, who would be leaving shortly. There were multiple lawn care, pest control, and construction vehicles working throughout the neighborhood, however the way they were parked were not creating safety issues that needed to be addressed.  I issued the following parking warnings throughout the detail:  Conquistador Lp: Silver Hyundai FL FL tag #HINJ02.  Gothic Rd: Red Mitsubishi FL tag #KXUT07  Black Ford FL tag #AK76AU  White Kia FL tag# EUDE10  Cortez Creek Blvd: Blue Toyota PA Tag #MCN533

Pasco Sheriff's Extra Duty Detail Empl			ail Emplo	yment Rep	ort				
MONTH OF Septer	mber 2023		Tuesdays & Fridays						
Date	Shift Hours	Shift Confirmed	Shift By Sheriff	CJIS Num.	Cellular Number	Report Received	Invoice Date	Invoice Number	Invoice Amount
Friday-9/1/2023	3pm-7pm		No Patrol						
Tues-5/5/2023	7am-11am	9/4/2023	Yanzer, Joshua	6540	727.810.4793	5-Sep			
Friday-9/8/2023	3pm-7pm								
Tues-9/12/2023	7am-11am								
Friday-9/15/2023	3pm-7pm								
Tues-9/19/2023	7am-11am	9/4/2023	Kempink, Kerry	4284	727.514.2638				
Friday-9/22/2023	3pm-7pm								
Tues-9/26/2023	7am-11am								
Friday-9/29/2023	3pm-7pm								



### **UPCOMING DATES TO REMEMBER**

Next Meeting: October 18th, 2023 @ 10AM

District Manager's Report September 20

2023

FINANCIAL SUMMARY		<u>7/31/23</u>
General Fund Cash & Investment Balance:		\$764,462
Reserve Fund Cash & Investment Balance:		\$103,691
Debt Service Fund Investment Balance:		\$794,198 
Total Cash and Investment Balances:		\$1,662,351
neral Fund Expense Variance:	\$250,986	Under Budget

### FIFTH ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

This Fifth Addendum to the Contract for Professional District Services (this "Addendum"), is made and entered into as of the 1<sup>st</sup> day of October, 2023 (the "Effective Date"), by and between Talavera Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Manatee County, Florida (the "District"), and Rizzetta & Company, Inc., a Florida corporation (the "Consultant").

#### **RECITALS**

**WHEREAS**, the District and the Consultant entered into the Contract for Professional District Services dated October 1, 2018 (the "**Contract**"), incorporated by reference herein; and

**WHEREAS**, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**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 Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have executed this Addendum as of the Effective Date.

(Remainder of this page is left blank intentionally)

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

### **ACCEPTED BY:**

RIZZETTA & COMPANY, INC.	
BY:	
PRINTED NAME:	William J. Rizzetta
TITLE:	President
DATE:	
TALAVERA COMMUNITY DEV	VELOPMENT DISTRICT
BY:	
PRINTED NAME:	
TITLE:	Chairman/Vice Chairman
DATE:	
ATTEST:	
	Vice Chairman/Assistant Secretary Board of Supervisors
	Print Name

**Exhibit B** – Schedule of Fees

# **EXHIBIT B**Schedule of Fees

### **STANDARD ON-GOING SERVICES:**

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

	MONTHLY	ANNUALLY
Management:	\$1,571.42	\$18,857
Administrative:	\$401.50	\$4,818
Accounting:	\$1,720.83	\$20,650
Financial & Revenue Collections: Assessment Roll <sup>(1)</sup>	\$382.42	\$4,589 \$5,736
Total Standard On-Going Services:	\$4,076.17	\$54,650

<sup>(1)</sup> Assessment Roll is paid in one lump-sum at the time the roll is completed.

ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings Additional Meetings (includes meeting prep,	Hourly	\$ 175
attendance and drafting of minutes) Estoppel Requests (billed to requestor):	Hourly	\$ 175
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests	<b>D</b> 0	<b>A</b> 405
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent Continuing Disclosure/Representative/Agent	Hourly Annually	Upon Request Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

### **PUBLIC RECORDS REQUESTS FEES:**

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

HOURLY RATE
\$ 52.00
\$ 40.00
\$ 28.00
\$ 21.00

### **LITIGATION SUPPORT SERVICES:**

Litigation Support Services will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
President Chief Financial Officer Vice President Regional District Manager	\$ 300.00 \$ 250.00 \$ 225.00 \$ 200.00
Accounting Manager Finance Manager District Manager	\$ 200.00 \$ 200.00 \$ 175.00
Amenity Services Manager Clubhouse Manager Field Services Manager/Landscape Specialist Senior Accountant	\$ 175.00 \$ 150.00 \$ 150.00 \$ 150.00
Staff Accountant Financial Associate Administrative Assistant Accounting Clerk	\$ 100.00 \$ 100.00 \$ 85.00 \$ 85.00

### ILLUMINATIONS HOLIDAY LIGHTING

**Proposal** 

8606 Herons Cove PI Tampa, FL 33647 Tim Gay

(813) 334-4827

TO:

Talavera CDD 5844 Old Pasco Rd Wesley Chapel, FL 33544 Attn: Debby Bayne-Wallace

#### JOB DESCRIPTION

Holiday Lighting and Decoration of Talavera Community Entrance

	ITEMIZED ESTIMATE: TIME AND MATERIALS	AMOUNT
2 x	Entrance / Exit Install lighted garland with bows on top center of Talavera entrance sign	\$5,000.00
	Install warm white, LED C9's across top of entrance wall - to either side of center of sign	
	Install lighted wreaths with bows on entrance sign columns - left and right of center sign	
	Install warm white, LED mini lights in 6 palm trees behind entrance sign	
	Install warm white, LED mini lights on trunk and green LEDs on palm fronds of CENTER palm tree directly behind entrance sign	
	50% Deposit required	
	TOTAL ESTIMATED JOB COST	\$5,000.00

- \* Price includes rental of materials, lift, labor, installation, service and removal.
- \* Illuminations Holiday Lighting takes the utmost care and precaution to protect your premises and property.
- \* Customer hereby authorizes Illuminations Holiday Lighting, to install and / or remove all materials on said property as provided herein.
- \* Assumes adequate power available. If additional power needed Talavera CDD community responsible for providing.
- \* Please note: Loss of material due to theft or vandalism is reimbursable at cost
- \* Remaining balance of project due upon receipt of invoice after installation.
- \* Removal process begins after New Years Day. It can take up to a week or more for completion. Power can be turned off in the interim.

Tim Gay	8/25/2023
PREPARED BY	DATE
AUTHORIZED SIGNATURE FOR TALAVERA CDD	DATE

CONFIDENTIAL - This message is sent on behalf of Illuminations Holiday Lighting and is intended for authorized personnel and Board Members of Talavera CDD only. As the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

### FOURTH ADDENDUM TO THE CONTRACT FOR PROFESSIONAL AMENITY SERVICES

This Fourth Addendum to the Contract for Professional Amenity Services (this "Fourth Addendum"), is made and entered into as of the 2023 day of October 1st (the "Effective Date"), by and between Talavera Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in the Pasco County, Florida (the "District"), and Rizzetta & Company, Inc., a Florida corporation (the "Consultant").

#### **RECITALS**

**WHEREAS**, the District and the Consultant entered into the Contract for Professional Amenity Services dated December 1, 2018 (the "**Contract**"), incorporated by reference herein; and

**WHEREAS**, the District and the Consultant desire to amend Exhibit B of the Fees and Expenses section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**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 Consultant agree to the changes to Exhibit B attached.

The amended Exhibit B is hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have executed this Fourth Addendum as of the Effective Date.

Rizzetta & Company, Inc.	Talavera Community Development District
By:	By:
William J. Rizzetta, President	Chairman of the Board of Supervisors



Rev. 2017-03-13 - WJR/ED

### EXHIBIT B SCHEDULE OF FEES

#### **AMENITY MANAGEMENT SERVICES:**

Services will be billed bi-weekly, payable in advance of each bi-week pursuant to the following schedule for the period of **October 1**, **2023 to September 30**, **2024**.

#### **PERSONNEL:**

Full Time Personnel (40 hours per week)

- Clubhouse Manager

Part Time Personnel (35 hours per week)

- -Clubhouse Attendant
- -Maintenance

Total Services Cost:	\$ 121,809.
General Management and Oversight (2)	\$ 11,040.
Budgeted Personnel Total <sup>(1)</sup>	\$ 110,769.
	ANNUAL

- (1). Budgeted Personnel: These budgeted costs reflect full personnel levels required to perform the services outlined in this contract. Personnel costs includes: All direct costs related to the personnel for wages, Full-Time benefits, applicable payroll-related taxes, workers' compensation, and payroll administration and processing.
- **(2).** General Management and Oversight: The costs associated with Rizzetta & Company, Inc.'s expertise and time in the implementation of the day-to-day scope of services, management oversight, hiring, and training of staff.



Rev. 2017-03-13 - WJR/ED

### LEE R. THOMPSON 4923 Cathedral Ct. New Port Richey, FL 34655

September 11, 2023

To: Board of Supervisors Talavera Community Development District

From: Lee R. Thompson

As the one non-resident supervisor on the Board of Supervisors I am submitting my resignation so that the Board can select a resident of the District for the seat I have held.

Please accept this as my resignation from the Board of Supervisors of the Talavera Community

Development District effective immediately.

My best wishes to the Board of Supervisors and the Talavera residents for the continued success of the community.

Sincerely, Le R. Kappon

Lee R. Thompson

### APPLICATION FOR EXTRA DUTY DETAIL EMPLOYMENT

Requesting Extra Duty Employer (Name):		
Street Address:		2000
City:		Zip
Contact Person:		
Telephone #: ()	or (	-
Email:		
Date(s) Needed:		
Time(s) Needed:		
Number of Deputies Requested:	Number of Hours Requested per Deputy:	
Estimated Attendance for Event (per day):	Total Hours Requested for all Deputies for Extra-Duty Detai	
Does this event require a Special/Temporary Use or I		
s there an active trespass agreement in place for thi	is location? YES NO	
s there an active traffic agreement in place for this lo	ocation?	7
NOTE: There is a required minimum or ddress/ Location of Extra Duty Detail:	Premium & Holiday \$73.00 per hour of four (4) hours per deputy per detail. See Section B for cancellation	
ddress/ Location of Extra Duty Detail:	of four (4) hours per deputy per detail. See Section B for cancellation	
ddress/ Location of Extra Duty Detail: ature of Detail and Duties (please include special ins	of four (4) hours per deputy per detail. See Section B for cancellation of the section B for cancellation B f	
ddress/ Location of Extra Duty Detail: ature of Detail and Duties (please include special ins	of four (4) hours per deputy per detail. See Section B for cancellation structions if applicable):	
ddress/ Location of Extra Duty Detail:  ature of Detail and Duties (please include special instance of Detail and D	of four (4) hours per deputy per detail. See Section B for cancellation structions if applicable):  The weekly Monthly Annual	
ddress/ Location of Extra Duty Detail:  ature of Detail and Duties (please include special instance)  /hat is the frequency for this detail  Worker's Compensation provided?  YES  Liability Insurance provided?  YES	of four (4) hours per deputy per detail. See Section B for cancellation structions if applicable):  me	on terms.
Address/ Location of Extra Duty Detail:  Inature of Detail and Duties (please include special institute of Detail and Detail of Detail institute of Detail and Detail of Detail institute of Detail institute of Detail of Detail institute of De	structions if applicable):  Monthly  NO  NO  s provided, please enclose certificate of insurance with application fice Extra-Duty Detail rogram Coordinator  Florida 34654 844-7795	on terms.
ddress/ Location of Extra Duty Detail:  ature of Detail and Duties (please include special institute of Detail and Detail of Detail	structions if applicable):  Monthly  NO  NO  s provided, please enclose certificate of insurance with application fice Extra-Duty Detail rogram Coordinator  Florida 34654 844-7795	on terms.
Address/ Location of Extra Duty Detail:  ature of Detail and Duties (please include special instance of Detail and Detail an	structions if applicable):  me	n.
ature of Detail and Duties (please include special install that is the frequency for this detail	structions if applicable):  Monthly  NO  NO  S provided, please enclose certificate of insurance with application fice Extra-Duty Detail rogram Coordinator  Florida 34654 844-7795 31  Depascosheriff.org	n.
ddress/ Location of Extra Duty Detail:  ature of Detail and Duties (please include special institute of Detail and Detail	structions if applicable):  me	n.

#### C. PAYMENT METHODS

1. Payments made by a money order or check shall be mailed to the following address:

Pasco Sheriff's Office Attn: Extra-Duty Program Coordinator 7432 Little Road New Port Richey, FL 34654

- 2. Online credit card payments can be made via Govpaynow.com. Processing fees may apply.
- 3. NO PAYMENT SHOULD BE MADE DIRECTLY TO A DEPUTY AT THE SITE OF THE DETAIL.

#### D. LATE PAYMENTS:

1. Unpaid invoices over 30 days from the date of invoice are considered late payments, and may be subject to legal action, including collections. Extra Duty Employers are responsible for the cost of attorney's fees, court fees, and/or collection's fees as a result of any legal action. In addition, a late fee penalty may be implemented at the rate of 2% of the total invoice added per day.

#### E. REFUNDS:

1. If a refund is necessary, the Pasco Sheriff's Office will make every attempt to issue the refund in the same manner the payment was received, minus any fees associated with the processing of the original payment.

#### F. PROHIBITED EXTRA-DUTY DETAILS:

- 1. 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.
- 2. Extra-duty deputies are at all times subject to the rules, regulations, and policies of the Pasco Sheriff's Office. An extra-duty employer's rules and procedures will never supersede the policies of the Pasco Sheriff's Office. Any extra-duty employer's policy that conflicts with the policies of the Pasco Sheriff's Office will be disregarded.

#### G. STAFFING REQUIREMENTS:

- 1. Pasco Sheriff's Office shall be responsible for determining the adequate number of security personnel and traffic personnel needed to staff an event.
- 2. Public events must conform to Pasco 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. Every 6th member of an extra duty detail must be a sergeant.
- 5. One (1) lieutenant will be required for three (3) or more sergeants.
- 6. For events in which the applicant underestimates or misrepresents the size of the attendance or consumption of alcohol and additional deputies are needed, the applicant will be responsible for the payment of the additional deputies and will be billed accordingly.

#### H. EXTRA DUTY RATES:

- 1. There is a required minimum of four (4) hours per deputy per detail.
- 2. If alcohol is being served on premises, the detail will be billed at the premium rate.
- 3. 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.
- 4. The Sheriff's Office may increase the hourly fee for a specific detail based on the detail, upon written notice to the Employer, or at the request of the Employer

Rate Category	DEPUTY	SERGEANT	LIEUTENANT
Regular	\$58.00/hr	\$61.00/hr	\$64.00/hr
Premium	\$63.00/hr	\$66.00/hr	\$69.00/hr
Holiday	\$68.00/hr	\$71.00/hr	\$74.00/hr
Premium & Holiday	\$73.00/hr	\$76.00/hr	\$79.00/hr

#### I. 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 shall be billed at the following rates:

Rate Category	DEPUTY	SERGEANT	LIEUTENANT
Regular	\$63.00/hr	\$66.00/hr	\$69.00/hr
Premium	\$68.00/hr	\$71.00/hr	\$74.00/hr
Holiday	\$73.00/hr	\$76.00/hr	\$79.00/hr
Premium & Holiday	\$78.00/hr	\$81.00/hr	\$84.00/hr

#### J. PERMITS

- 1. This application is for law enforcement services and does not exempt the applicant from obtaining any other necessary permit(s) for the event, as required by law.
- 2. For any questions pertaining to temporary use and right-of-way permits, to include whether or not a permit is required, please contact the following departments:
  - a. Temporary Use Permits: Developmental Code / Building Construction Services

Pasco County 8126. ext. 2683 West Pasco Government Center 8731 Citizens Drive, Suite 230 New Port Richey, FL 34654

b. Right - of - Way Permits: Planning and Development Department

Pasco County

727-847-8142 ext. 7636

West Pasco Government Center 8731 Citizens Drive, Suite 360 New Port Richey, FL 34654

#### K. DEPUTY NOT REPORTING FOR EXTRA DUTY

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.

## CONDITIONS OF EXTRA DUTY EMPLOYMENT:

#### A. PROCEDURES FOR APPLICATION

- 1. All public or private entities desiring to contract with the Sheriff for eligible members services, during their off-duty hours, must make a formal request by submitting a completed application at least five (5) business days in advance of the requested extra-duty detail. Extra-duty employers may apply in person or by sending an email to extraduty@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. 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.
- 3. Only established vendors with a consistent payment history, as determined by the Commander or his/her designee, will be permitted to be invoiced for extra duty services provided by the Pasco Sheriff's Office.

#### **B. CANCELLATION PROCEDURES:**

- 1. Cancellations by the Extra-Duty Employer
  - a.Cancellations for weekday jobs must be made at least 24 hours prior to the start of 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 regular working business hours Monday through Friday, and all cancellations must be followed-up in writing, via email, to extraduty@pascosheriff.org.
  - b. If notification is made within the applicable timeframe as outlined above, the Sheriff's Office will reimburse any funds collected for the cancelled detail.
  - c. Failure to notify the Extra Duty Coordinator or designee within the above required time frame will result in the extra-duty employer receiving reimbursement less four hours of 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 or recall deputies without notice or liability when necessary for operational necessity. 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 member 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 find 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.
- e. In the event a special/temporary use permit, a right-of-way permit, or any other permit is required but has not been obtained by the applicant, the Pasco Sheriff's Office reserves the right to cancel the extra-duty contract. If the cancellation is made within 24 hours prior to the start of the detail, or within 48 hours of a detail scheduled on a weekend, the vendor will be responsible for payment of four hours of hourly wage per member scheduled for the extra-duty detail.

# **Tab 13**

1	MINUTES OF MEETING					
2 3 4 5 6 7 8	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.					
9	TALAVERA CO	MMUNITY DEVELOPMENT DISTRICT				
10 11 12 13 14	The Regular Meeting of the Board of Supervisors of Talavera Community Development District was held on <b>Wednesday</b> , <b>August 16</b> , <b>2023</b> , <b>at 6:00 p.m.</b> at the Talavera Amenity Center located at 18955 Rococo Road, Spring Hill, Florida 34610.					
15	Present and Constituting a Q	uorum:				
16 17 18 19 20 21	Marco Kremser Richard Henderson Pamela Plehal William O'Donovan Lee Thompson	Board Supervisor, Chair Board Supervisor, Vice Chair Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary				
22 23	Also Present Were:					
24 25 26 27 28 29 30 31 32 33 34	Debbie Wallace  Sean Craft Scott Steady Tonja Stewart  Evelyn Ocasio Lopez John Burkett Kevin Witt Nick Mingo	District Manager, Rizzetta & Company, Inc. (by phone) District Manager, Rizzetta & Company, Inc. District Counsel, Burr Forman, PA District Engineer, Stantec Consulting Service (by phone) Clubhouse Manager, Rizzetta & Company, Inc. RedTree Landscape Systems Representative, Solitude Aquatics Representative, Solitude Aquatics				
35 36	Audience	Present				
37 38	FIRST ORDER OF BUSINESS					
39 40 41	that a quorum was present.	o order at 6:00 p.m. and roll call performed confirming				

#### SECOND ORDER OF BUSINESS

#### **Audience Comments**

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Audience comments were entertained regarding pond issues.

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#### THIRD ORDER OF BUSINESS

#### Staff Reports

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#### A. Landscape Inspection Specialist

The Board reviewed the Landscape Inspection Report prepared by Mr. Liggett. There were no questions on the report.

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#### B. RedTree

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Mr. Burkett reviewed the report from RedTree Landscaping. A brief discussion was held regarding the water variance being lifted and the ability to water 4 days a week for longer times, but not in multiple zones at the same time. It was noted that new sod will be installed in the first week of September.

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The Board stated that it is ready to go out to bid for the new phase. They asked that Mr. Liggett handle the bid process and they be notified when the email is sent out.

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#### C. Solitude

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The Board reviewed the Aquatics Report submitted by Solitude Aquatic Maintenance. Discussion was held regarding maintenance that is needed along Malinche Loop. Mr. Minco will meet with Mr. Kemsor and the District Manager regarding maintenance options.

68 69

#### D. Clubhouse Manager

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#### 1. Review of Clubhouse Report

73 74 75 Ms. Ocasio Lopez reviewed the report for the Board. She discussed an issue with the Sheriff's patrol.

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76

#### 2. Consideration of MG Air Conditioning Proposal

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It was stated that the MG air conditioning proposal to provide preventive maintenance was addressed outside of the meeting. A request was made to obtain a quote to install a ceiling fan for the meeting room.

81 82 On a Motion by Mr. Kremser, and seconded by Mr. Henderson, with all in favor, the Board of Supervisors ratified approval of the MG proposal for preventive maintenance in the amount of \$375, for the Talavera Community Development District.

83 84

#### 3. Consideration of 30 Inch Pedestrian Crossing Sign

85 86 The Board asked that the proposal be revised for just one sign.

On a Motion by Mr. O'Donovan, and seconded by Mr. Kremser, with all in favor, the Board of Supervisors approved a revised Romaner proposal for the Pedestrian Crossing sign (1 only) in the amount of \$365, for the Talavera Community Development District.

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88 89

#### 4. Consideration of Splash Pad Rules Replacement Sign

93 94

On a Motion by Mr. Henderson, and seconded by Ms. Piehal, with all in favor, the Board of Supervisors approved the Romaner proposal to replace the Splash Pad Rules Sign in the amount of \$185, for the Talavera Community Development District.

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#### 5. Consideration of Radar Sign Installation Proposal

99 100 It was stated that the proposal from Romaner to install a radar sign in the amount of \$850 was approved outside of the meeting.

101

#### Discussion on "No Trespassing" Sign

102 103

The Board reviewed a proposal from Romaner for 6 signs.

104 105

On a Motion by Mr. Kremser, and seconded by Mr. O'Donovan, with all in favor, the Board of Supervisors approved the Romaner proposal for 6 "No Trespassing" signs in the amount of \$1,110, for the Talavera Community Development District.

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#### E. District Engineer

110 111

Ms. Stewart updated the Board on various items she was asked to investigate. She noted that the bridge is still a concern and will be reaching out to Mr. Liggett to discuss it further. Ms. Stewart indicated that invasive species management is needed in the wetland buffer areas.

112 113

114 115

Ms. Stewart stated that the alteration application for 12740 Palapa Loop does not involve an easement.

116 117 118

#### F. District Counsel

119 120 121 The Board received a District Counsel update from Mr. Steady. He presented a Towing Agreement for Board approval.

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On a Motion by Mr. Kremser, and seconded by Mr. O'Donovan, with all in favor, the Board of Supervisors approved the towing agreement and appointed Mr. O'Donovan and Mr. Henderson to call in towing hours after normal business hours and whenever Ms. Ocasio Lopez is not available, as discussed, for the Talavera Community Development District.

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# TALAVERA COMMUNITY DEVELOPMENT DISTRICT August 16, 2023 - Minutes of Meeting

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131	G. District Manager's Report
132	The Board received a District Manager's Report from Mr. Craft. He noted that
133	the next CDD Board meeting was scheduled for September 20, 2023, at 6:00
134	p.m.
135	
136	Mr. Craft sought direction from the Board regarding an outstanding RedTree
137	invoice and was directed to pay it. He also recommended that Staff clean out
138	emails not forwarded by Board members or residents.
139	
140	Mr. Craft reviewed the second website audit report and there were no adverse
141	findings.
142	
143	FOURTH ORDER OF BUSINESS Consideration of Amending HOA/CDD
144	Cost Share Agreement
145	
146	The Board asked that District Counsel draft an agreement amend the cost share
147	agreement to an as needed hourly rate and allow the use of the CDD debit card
148	for smaller events. They also that he cancel the current agreement.
149	
150	On a Motion by Mr. Kremser, and seconded by Mr. Henderson, with all in favor, the Board
151	of Supervisors approved amending the cost share agreement to as needed hourly rate and
152	authorized the use of the CDD debit card for smaller events, for the Talavera Community
152	Development District

#### FIFTH ORDER OF BUSINESS

 Public Hearing on Fiscal Year 2023-2024 Final Budget

On a Motion by Mr. Kremser, and seconded by Ms. Piehal, with all in favor, the Board of Supervisors opened the public Hearing of the 2023-2024 final budget, for the Talavera Community Development District.

Mr. Craft presented Resolution 2023-09 and reviewed the budget. Revisions were made to several line items, which ultimately resulted in decreasing the budget to \$1,212,237. There were no public comments put forward.

On a Motion by Mr. Thompson, and seconded by Mr. Kremser, with all in favor, the Board of Supervisors closed the public Hearing of the 2023-2024 final budget, for the Talavera Community Development District.

# TALAVERA COMMUNITY DEVELOPMENT DISTRICT August 16, 2023 - Minutes of Meeting

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On a Motion by Mr. Thompson, and seconded by Mr. Kremser, with all in favor, the Board of Supervisors approved Resolution 2023-09, adopting the fiscal year 2023-2024 final budget totaling \$2,104,946.33 (\$1,212,237- General Fund, \$100,000 - Reserve Fund, \$792,709.33-Debt Service), for the Talavera Community Development District.

#### SIXTH ORDER OF BUSINESS

#### Public Hearing on Fiscal Year 2023-2024 Assessments

On a Motion by Mr. Thompson, and seconded by Mr. Kremser, with all in favor, the Board of Supervisors opened the public Hearing of the 2023-2024 assessments, for the Talavera Community Development District.

Mr. Craft presented Resolution 2023-10, noting the reduction in assessments levels based on the revised budget that was approved.

On a Motion by Mr. Thompson, and seconded by Mr. Kremser, with all in favor, the Board of Supervisors closed the public Hearing of the 2023-2024 assessments, for the Talavera Community Development District.

On a Motion by Mr. Kremser, and seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved Resolution 2023-10, levying assessments to fund the 2023-2024 budget and certifying the assessment roll, for the Talavera Community Development District.

#### **SEVENTH ORDER OF BUSINESS**

Consideration of Resolution 2023-11, Setting the Meeting Schedule for Fiscal Year 2023-2024

 Mr. Craft presented Resolution 2023-11, noting the meeting dates should the Board desire to continue to meet on the third Wednesday of each month at 6:00 p.m. at the Talavera Amenity Center located at 18955 Rococo Road, Spring Hill, Florida 34610. There were no questions put forward.

On a Motion by Mr. O'Donovan, and seconded by Mr. Kremser, with all in favor, the Board of Supervisors approved Resolution 2023-11, Setting the meeting schedule for fiscal year 2023-2024 as presented, for the Talavera Community Development District.

# TALAVERA COMMUNITY DEVELOPMENT DISTRICT August 16, 2023 - Minutes of Meeting

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212 213 214	EIGHTH ORDER OF BUSINESS	Discussion of RFP for District Management Services				
215 216 217	The Board asked for bids from addition January agenda.	nal vendors and the matter be put on the				
217 218 219	NINTH ORDER OF BUSINESS	Discussion on Parking and Towing				
220 221	There was no discussion at this time.					
222 223 224	TENTH ORDER OF BUSINESS	Consideration of Fence Approval for 12740 Palapa Loop				
225 226 227	It was noted that District Engineer confirmed easement area was involved.	med that it did require CDD approval as no				
228 229 230	ELEVENTH ORDER OF BUSINESS Consideration of Fence App 12093 Nouveau Avenue					
231 232 233	On a Motion by Mr. Kremser and seconded by N Supervisors approved the fence application for Community Development District.					
234 235 236	TWELFTH ORDER OF BUSINESS	Consideration of Coastal Waste & Recycling Proposal				
237 238 239 240 241	Discussion was held regarding the prototaling \$10,617.50 a month. The Board indicasked that other vendors be contacted to submi	• • • • • • • • • • • • • • • • • • • •				
<ul><li>242</li><li>243</li><li>244</li></ul>	On a Motion by Mr. Kremser and seconded by M Supervisors approved the proposal from Coa \$10,617.50 a month, for the Talavera Communi	astal Waste and Recycling at a cost of				
245 246 247	THIRTEENTH ORDER OF BUSINESS	Consideration of Wetland and Buffer Planting Proposal				
<ul><li>248</li><li>249</li><li>250</li><li>251</li><li>252</li></ul>	This item was tabled until September.					

# TALAVERA COMMUNITY DEVELOPMENT DISTRICT August 16, 2023 - Minutes of Meeting

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254 255 256 257 258	FOURTEENTH ORDER OF BUSINESS	Consideration of Minutes of Board of Supervisors' Regular Meeting Held on July 19, 2023
259 260 261	On a Motion by Mr. Kremser and seconded by of Supervisors approved the minutes of the Boa 2023, as presented, for the Talavera Community	rd of Supervisors; meeting held on July 19,
<ul><li>262</li><li>263</li><li>264</li><li>265</li><li>266</li></ul>	FIFTEENTH ORDER OF BUSINESS	Consideration of Operation and Maintenance Expenditures for June 2023
267 268 269	The Board asked Management to confirm the change to smaller plants and mulch.	n that the RedTree invoice #13604 reflects This should go back to March.
270 271 272	On a Motion by Mr. Kremser, and seconded by of Supervisors ratified the Operation and Ma (\$117,050.51), as presented, for the Talavera C	aintenance Expenditures for June 2023
<ul><li>273</li><li>274</li><li>275</li></ul>	SIXTEENTH ORDER OF BUSINESS	Supervisor Requests
276 277 278	During the Supervisor Requests part of the better use of funds than leasing streetlight	e agenda, Ms. Piehal asked if there was a s.
279 280	SEVENTEENTH ORDER OF BUSINESS	Adjournment
281 282 283	On a Motion by Ms. Piehal, and seconded by Ms. Supervisors approved to adjourn the meeting Development District.	
284 285 286		
287	Assistant Secretary/Secretary	Chair/Vice Chair

# **Tab 14**

#### TALAVERA COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Wesley Chapel, Florida · (813) 994-1001</u>

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

<u>www.talaveracdd.org</u>

# Operation and Maintenance Expenditures July 2023 For Board Approval

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

The total items being presented:	64,806.25	
Approval of Expenditures:		
Chairperson		
Vice Chairperson		
Assistant Secretary		

## Paid Operation & Maintenance Expenditures

Vendor Name	Check Numl	be Invoice Number	Invoice Description	<u>Invoi</u>	ce Amount
Ayesha Hoskins	100285	070623 Hoskins	Rental Deposit 07/23	\$	100.00
Coastal Waste & Recycling, Inc.	100309	SW0000358956 07/23	Monthly Waste Collection 07/23	\$	9,880.67
DCSI, Inc.	100280	30909	Quarterly Gate Monitoring Services 07/23	\$	135.00
Florida Department of Revenue	100286	61-8017594644-7	Sales & Use Tax May and June 23	\$	81.78
Horner Environmental Professionals, Inc.	100281	219133	Chemical Application Mitigation Area 05/23	\$	575.00
Joseph J Bastasich Jr.	100299	Bastasich 071623 Check request	Painting party 07/23	\$	144.00
Lee R Thompson	100287	LRT062123	Board Of Supervisor Meeting 06/21/23	\$	200.00
Manatee County Sheriff's Office	100310	551900 7/23	False Alarm deputy response 07/23	\$	25.00
Marco Kremser	100288	MK062123	Board Of Supervisor Meeting 06/21/23	\$	200.00
Marco Kremser	100300	MK071923	Board Of Supervisor Meeting 07/19/23	\$	200.00

## Paid Operation & Maintenance Expenditures

Vendor Name	Check Numbe Invoice Number		Invoice Description		Invoice Amount	
Nvirotect Pest Control Service, Inc.	100301	300650	Pest Control Treatment 07/23	\$	70.00	
Pamela Plehal	100289	PP062123	Board Of Supervisor Meeting 06/21/23	\$	200.00	
Pamela Plehal	100302	PP071923	Board Of Supervisor Meeting 07/19/23	\$	200.00	
Pasco County Utilities	100303	18676368 6/23	Pasco Utilities 06/23	\$	302.11	
PC Consultants	100304	108182 7/23	Service Call and Labor 06/23	\$	42.00	
Radarsign, LLC	100290	SO1707	Street Signs 07/23	\$	4,168.00	
RedTree Landscape Systems, LLC	100305	12599-2	Grounds Maintenance 02/23	\$	3,500.00	
RedTree Landscape Systems, LLC	100282	13921	Irrigation Repairs 06/14/23	\$	382.25	
RedTree Landscape Systems, LLC	100282	14053	Monthly Landscape Maintenance 07/23	\$	16,675.00	
Richard L Henderson Jr	100306	RH071923	Board Of Supervisor Meeting 07/19/23	\$	200.00	

## Paid Operation & Maintenance Expenditures

Vendor Name	Check Numb	<u>be Invoice Number</u>	Invoice Description	Invo	ice Amount
Richard L Henderson Jr	100291	RLH062123	Board Of Supervisor Meeting 06/21/23	\$	200.00
Rizzetta & Company, Inc.	100279	INV0000081337	District Management Fees 07/23	\$	4,682.09
			Cell Phone and Milage Reimbursements		
Rizzetta & Company, Inc.	100284	INV0000081470	06/23	\$	150.22
Rizzetta & Company, Inc.	100298	INV0000082158	Personnel Reimbursement 07/23	\$	3,906.94
Romaner Graphics	100292	21750	Installation of Signs 06/23	\$	1,395.00
Pomonor Cranbias	100307	21771 7/23	Installed Speed Limit sign 07/22	\$	340.00
Romaner Graphics	100307	21111 1123	Installed Speed Limit sign 07/23 200- Gallons RX-10 Chemical For Rust	Φ	340.00
Rust Off, LLC.	100293	40226	Control 06/23	\$	598.00
Solitude Lake				_	
Management, LLC	100283	PSI-86817	Irrigation Maintenance & Repair 06/23	\$	2,500.00
Solitude Lake Management, LLC	100295	PSI-90555	Monthly Lake & Pond Services 07/23	\$	1,658.25
,		1416975062123	18955 Rococo Rd 2nd acct 8337 13 062	•	,
Spectrum	EFT	07/23 Auto Pay	1416975 07/22	\$	321.13

## Paid Operation & Maintenance Expenditures

Vendor Name Check Numbe Invoice Number		Invoice Description		Invoice Amount	
Suncoast Pool Service, Inc.	100296	9482	Pool Service 07/23	\$	1,240.00
Talavera CDD	Replenishme nt 071923	DC Replenishment 071923	DC Replenishment 071923	\$	856.25
Vanguard Cleaning Systems of Tampa Bay	100297	106732	Monthly Service Charge 07/23	\$	400.00
William O'Donovan	100294	BOD062123	Board Of Supervisor Meeting 06/21/23	\$	200.00
William O'Donovan Withlacoochee River	100308	BOD071923 Summary 06/23 Auto	Board Of Supervisor Meeting 07/19/23	\$	200.00
Electric Cooperative, Inc.	EFT	Pay	Electric Summary 06/23	\$	8,877.56
Report Totals				<u>\$</u>	64,806.25