



Rizzetta & Company

Gramercy Farms Community Development District

**Board of Supervisors'
Regular Meeting
June 28, 2023**

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

www.gramercyfarmscdd.org

GRAMERCY FARMS COMMUNITY DEVELOPMENT DISTRICT

Meeting location is at the park entering Fieldwood Circle, St. Cloud 34772

www.gramercyfarmscdd.org

Board of Supervisors	Rolando Fernandez Joel Sanchez Elizabeth Fernandez Bob Bishop Maria Borrero	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Scott Brizendine	Rizzetta & Company, Inc.
District Council	Wes Haber	Kutak Rock LLP
District Engineer	Tonja Stewart	Stantec

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 472-2471. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

GRAMERCY FARMS DEVELOPMENT DISTRICT
District Office · Orlando, Florida · (407) 472-2471
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.gramercyfarmscdd.org

June 21, 2023

**Board of Supervisors
Gramercy Farms Community
Development District**

AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors of the Gramercy Farms Community Development District will be held on **Wednesday, June 28, 2023, at 9:00 a.m.** at the park entering Fieldwood Circle, St. Cloud 34772. The following is the agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. COMMUNITY UPDATES**
 - A. Gramercy Farms June 2023 Landscape Inspection Report by Bryan Schaub..... Tab 1
 - B. Landscape and Maintenance Proposals..... Tab 2
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on May 24, 2023..... Tab 3
 - B. Ratification of Operation and Maintenance Expenditures for May 2023..... Tab 4
- 5. OLD BUSINESS ITEMS**
 - A. Consideration of Revised Proposals for Wall Cleaning..... Tab 5
- 6. NEW BUSINESS ITEMS**
 - A. Ratification of the Berger Toombs Engagement Letter..... Tab 6
 - B. OUC Billing..... Tab 7
 - C. Discussion of Security
 - D. Correspondence Regarding Pond Maintenance Inspection by the City of St. Cloud Tab 8
 - E. Discussion of Playground Ant Problem
 - F. Consideration of Proposals for Porter Services/Trash Pickup..... Tab 9
 - G. Discussion of Pond Fountains and Aerators..... Tab 10
 - H. Consideration of Landscape Maintenance Proposal for Additional Areas..... Tab 11
- 7. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 1. Registered Voter Count..... Tab 12
- 8. SUPERVISOR REQUESTS AND COMMENTS**
- 9. ADJOURNMENT**

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 (407) 472-2471.

Very truly yours,
Scott Brizendine

Scott Brizendine
District Manager

cc: Wes Haber, Kutak Rock LLP

TAB 1

GRAMERCY FARMS

LANDSCAPE INSPECTION REPORT



June 2, 2023
Rizzetta & Company
Bryan Schaub - Landscape Specialist



Rizzetta & Company
Professionals in Community Management

Summary, Dog Park & Main Entrance

General Updates, Recent & Upcoming Maintenance Events

- Continue rotations to prune back overgrowing plants from the natural areas.
- Increase maintenance property-wide.
- Diagnose and treat all Viburnum as a fungus for a fungal infection. It is spreading.

The following are action items for **Down To Earth Landscaping** to complete. 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. **Orange** is for Staff.

1. At the dog park parking area, directly north of the sidewalk & property-wide, drip irrigation is raised & has been cut with an edger. Correct.
2. **At the main entrance, by the courts, there were sections of Viburnum hedge that declined from a fungus with multiple units dying. Remove dead material. It is **SPREADING**. Diagnose and treat. (Pic 2)**
3. **Property-wide, remove all mosses from trees and shrubs.**
4. To the east of the dog fence, remove the vines from the Viburnum. (Pic 4 >)
5. Property-wide treat all active ant mounds.
6. Throughout the property, there are sections of Viburnum hedge that were damaged by the infection. Remove all dead material, remove mosses, & the dead Viburnum units need to be replaced.
7. There is exposed drip line in every bed that was mulched. Drip lines need to be stapled.
8. Remove the suckers that are all over the beds to the east of the dog fence, in the Dog Park area.
9. At the dog park area & property-wide, mulch was installed improperly by the previous vendor. These areas will need to be corrected.



GFB & Main Entrance

10. Around the dog park & at the main entrance area, detail beds including weeding, edge, mow, empty trash cans & generally maintain the areas. (Pic 10)



11. At the south entrance monument, repair irrigation break at edge of bed.

12. At the entrance, treat the Ornamental Grasses for mites and prune.

13. Also, remove all weeds from the Ornamental Grasses.

14. At both monuments, I recommend moving the Ti plants to another location.

15. In the north ROW at the entrance, remove the weeds from the beds. (Pic 15)



16. At the dog park parking area, it appears a vehicle drove through the bed. Rejuve prune the damaged units.

17. Property-wide, prune all plants that are contacting structures, including buildings and fencing. (Pic 17)



18. Property-wide, repair any cut drip lines.

19. In both ROWs of GFB, remove the very large vine growths on the Viburnum hedges. The hedges were pruned, and the vines were sheered off and not removed. They will keep coming back if not pulled out by the roots.

20. Along Old Hickory, the Viburnum hedge has insects. Diagnose and treat. (Pic 20)



GFB, Round About, & Baler

21. In the north ROW, more of the newly installed Muhly Grasses are dying. Also, the new Croton are dying. Diagnose, treat & replace. (Pic 21)



22. Property-wide, prune plants to achieve plant separation, including the Viburnum hedge. (Pic 22)



23. Along both ROWs of GFB, the fungus in the Shilling's Holly is back. Diagnose, treat & prune dead material. It is spreading rapidly.

24. In the south ROW of GFB, remove two Brazilian Pepper trees growing in the Viburnum hedge & remove large weeds along GFB. (Pic 24 >)

25. Along both ROWs and the median of GFB, it is time for the seasonal pruning of the Ornamental Grasses. Treat for Mites.

26. Property-wide, set strong bed lines including the tree rings.

27. Lift tree branches to FDOT standards over sidewalks & roadways, property-wide.

28. Mow all pond banks and other maintained areas. There were several that look to have been missed for weeks.

29. Along the south ROW of GFB, drip irrigation needs to be repaired.

30. Along GFB, remove all grassy weeds from the shrubs & hedges.

31. All natural areas especially around pond banks need to be cut back.

32. At the Round About & the NE corner of GFB & Shelburne, there are 6 drip line cuts & one broken, drip stub.

33. At the Round About in the NE corner, detail the Pine tree bed and flush cut the Pine stump to under grade. Pine stump still above grade & is a tripping hazard.

34. At the Round About in the beds to the east, the Juniper units that were installed last year are stressed and some have died. Diagnose, treat and there are units to be replaced.



Baler, Harlow & Ivy Stable

35. Prune the Ornamental Grasses in the NE & SE corners of the Round About and treat for Mites. (Pic 35)



36. Diagnose & treat the Juniper at the Round About.

37. At the Round About & along GFB's median, remove all Vetch from the Ornamental Grasses.

38. Detail the bush/tree clusters near the creek between Baler Trails & Valley Creek.

39. In the north boundary from 2801 to 2839 Shelburne & at cul-de-sac, there is still brush growing into back yards. Only part of the area was cleaned. The rest needs to be cleared & all maintained regularly.

40. Along GFB & property-wide, remove all suckers from the Crape Myrtles.

41. Along the boundary areas, the beds need to be detailed, strong bed lines set and mowing.

42. The brush hogging of the area north of 4573 Baler, has caused drainage issues and is flooding out the neighboring land to the north. We need some dredging or cleanup in this area. Engineer to check.

43. At the lift station, clear the water flow structures.

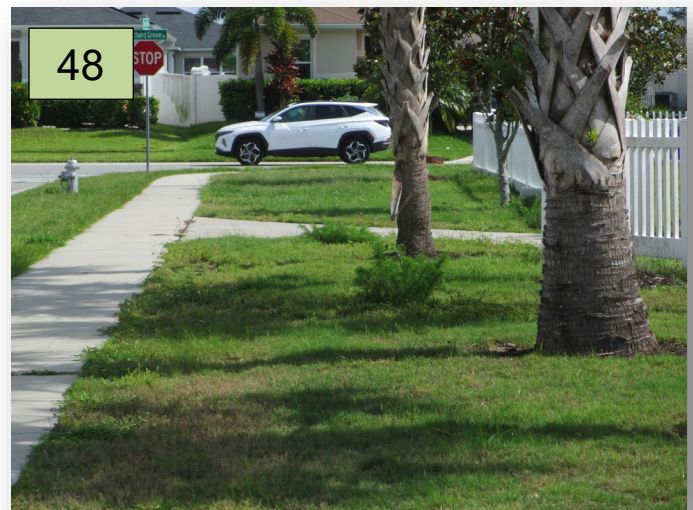
44. At the driveway to the lift station try to grow each sides' Holly bushes to equal heights.

45. **In the Viburnum hedges running east & south from the lift station, set bed lines, prune to consistent height & prune for plant separation.**

46. In the same area, there are repairs needed for the tire damage caused by machinery used to clear boundary areas.

47. The neighbor's fence posts need to be repaired. Asking for board direction.

48. At the Ivy Stable park, improve the turf's appearance including treating for weeds. (Pic 48)



49. In the same park, diagnose & treat the stressed Viburnum hedges.

50. At the Ivy Stable park, there are 2 stumps that were left after tree removals. One is outside the fence facing GFB & the other is inside the fence by the west entrance. **THEY ARE TRIPPING HAZARDS.** Correct as soon as possible.

51. In the same park, remove all suckers from the Live Oaks.

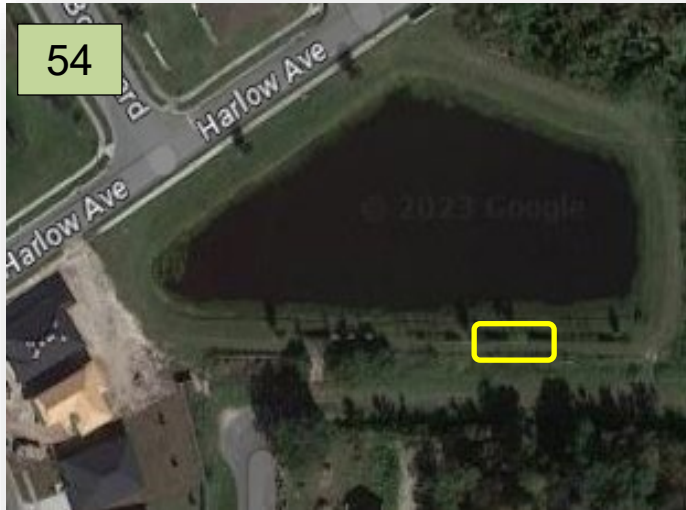
52. At this park, treat the Juniper for Mites.



Harlow, Sweet Acres & Old Hickory

53. Along GFB, prune all plant material that is contacting structures including the walls.

54. Diagnose or have a tissue sample tested of, the stressed Palm on the south side of the pond at the end of GFB. Report findings. (Pic 54)



55. At the end of GFB at Harlow on the back side of the pond, diagnose and treat the stressed Magnolia. Also, straighten the tree. Remove the dead Viburnum. Replacements needed.

56. Treat the turf at the park on Sweet Acres, for Sedge, grassy weeds & broadleaf weeds. Continue to improve the vigor & coverage of the turf and then start reel mowing.

57. At the parks, remove the stake used to re-stake trees. These are tripping hazards. (Pic 57 >)

58. At Sweet Acres park, discontinue scalping the turf (Use Reel Mower), treat for ants, remove weeds from the playground, and lift trees overgrowing the sidewalks.

59. At the Sweet Acres park repair irrigation bubbler whip that was cut by an edger.

60. At the Harlow mail kiosk, detail the beds & tree rings.

61. Check for any water flow structures that are overgrown. Report & these will need to be cleared.

62. In the same area, treat all active ant mounds. Raking out any inactive mounds.

63. In the same area, there is a bubbler whip wrapped around a Live Oak. It will need to be unwound and stapled. (Pic 63)



64. On Old Hickory Road in the west ROW between sidewalk and wall, there are multiple dead Viburnum. Trim out dead plant material & replacement units will be needed.



Walls, Fences, Benches & Equipment

1. The roof on the pavilion at the dog park needs to be cleaned, There is also new graffiti & new vulgar graffiti on the posts & columns. (Pic 1 >)



2. In the same park, the water fountains are not working. The dog fence repairs are completed.

3. At the same park, there is bent playground equipment.

4. In the same park, all the benches have exposed and/or rusty metal areas. There are also, new, bent areas of metal, present. (Pic 4 >)



5. At all three parks with playground equipment, the playground mulch is too low.

6. At the courts, one of the basketball nets is ripped.

7. In the north ROW of GFB between Mosshire & the Round About, the Round About speed sign is bent and leaning.

8. At the Ivy Stable park, the benches have rust and some damage.

9. At the Sweet Acres park, there is a sign down on the turf.

10. At the Sweet Acres & Ivy Stable parks, there is new mildew on the fences. (Pic 10 >)



11. At the Ivy Stable park, the pavilion roof has rust, moss & mildew. There is, also graffiti on the pavilion.

12. At the Sweet Acres park on the south side near the sidewalk entrance, there are two broken fence runners.

13. At the Sweet Acres pavilion there is rust on the beams/posts & graffiti on the posts.

14. At the Sweet Acres park, there is mold/mildew & graffiti on the playground equipment.

15. At the intersection of GFB & Harlow, the stop sign is leaning.



Walls, Fences, Benches & Equipment

- 16. At the Ivy Stable park, the fence on the GFB side has more bent slats.
- 17. At the Sweet Acres playground, there is a busted panel of the equipment. (Pic 17 >)
- 18. At the Ivy Stable park, there is broken playground equipment.
- 19. At the Sweet Acres park, there is more, new graffiti and some vulgar graffiti on the benches.



Proposals

A large, empty rectangular box with a dark green border, intended for writing proposals.



TAB 2



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #52861

Customer Address

Rizzetta & Company
Richard Hernandez
8529 Southpark Cir Ste 330
Orlando, Florida 32819
rhernandez@rizzetta.com
407-472-2471 EXT 0864

Billing Address

CDD Invoice
Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Physical Job Address

Gramercy Farms CDD
4599 Calumet Drive
St. Cloud, FL 34772

Job

Knockout Roses to replace
declined and missed ones at
Lake Crest Av and Gramercy
Farms Blvd

Estimated Job Start Date

April 24, 2023

Proposed By

Ricardo Sanchez Rogino

Due Date

May 8, 2023

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep, Removal, & Disposal	Hours	0		\$0.00
Enhancement labor	Each	1	\$288.00	\$288.00
Rose - Knockout (specify color)	3 Gallon	8	\$26.25	\$210.00
			Subtotal	\$498.00
Irrigation Repairs				
Irrigation Labor	Each	1	\$55.00	\$55.00
			Subtotal	\$55.00
			Job Total	\$553.00

Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Anything underground that cannot be marked by "No Cuts" if damaged is not covered in the above estimate.

Down to Earth will provide all materials, labor and equipment needed to complete this scope of work.

Proposed By:

Agreed & Accepted By:

Ricardo Sanchez Rogino

04/27/2023

Down to Earth
Landscape & Irrigation

Date

Rizzetta & Company

Date

We hereby propose to provide all labor, materials and equipment necessary to complete the following work as per plans and specifications, including the installation of the above, for all other Terms & Conditions please visit <https://dtelandscape.com/terms-and-conditions/>.



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #52272

Customer Address

Rizzetta & Company
Richard Hernandez
8529 Southpark Cir Ste 330
Orlando, Florida 32819
rhernandez@rizzetta.com
407-472-2471 EXT 0864

Billing Address

CDD Invoice
Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Physical Job Address

Gramercy Farms CDD
4599 Calumet Drive
St. Cloud, FL 34772

<u>Job</u>	<u>Estimated Job Start Date</u>	<u>Proposed By</u>	<u>Due Date</u>
Brown Chocolate Mulch to cover drip lines around the Property	May 22, 2023	Ricardo Sanchez Rogino	May 1, 2023

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Cocoa Mulch	Cubic Yard	400	\$78.00	\$31,200.00
			Subtotal	\$31,200.00
			Job Total	\$31,200.00

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Down to Earth will provide all materials, labor and equipment needed to complete this scope of work.

Proposed By:

Agreed & Accepted By:

Ricardo Sanchez Rogino 04/19/2023
Down to Earth
Landscape & Irrigation Date

Rizzetta & Company Date



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #52747

Customer Address
Rizzetta & Company
Richard Hernandez
8529 Southpark Cir Ste 330
Orlando, Florida 32819
rhernandez@rizzetta.com
407-472-2471 EXT 0864

Billing Address
CDD Invoice
Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Physical Job Address
Gramercy Farms CDD
4599 Calumet Drive
St. Cloud, FL 34772

<u>Job</u>	<u>Estimated Job Start Date</u>	<u>Proposed By</u>	<u>Due Date</u>
Plant replacements for the Arboricolas Trinnets hedge crashed by a car at the parking lot.	May 22, 2023	Ricardo Sanchez Rogino	May 8, 2023

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Schefflera arboricola - Trinette - Variegated	7 Gallon	7	\$35.00	\$245.00
7 Gallon Plant Install (E)	7 Gallon	7	\$14.40	\$100.80
Dump Fee Full Load	Each	1	\$85.00	\$85.00
			Subtotal	\$430.80
Irrigation Repairs				
Irrigation Labor	Each	0		\$0.00
			Subtotal	\$0.00
			Job Total	\$430.80

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Down to Earth will provide all materials, labor and equipment needed to complete this scope of work.

Proposed By:

Agreed & Accepted By:

Ricardo Sanchez Rogino 04/25/2023
Down to Earth Date
Landscape & Irrigation

Rizzetta & Company Date

We hereby propose to provide all labor, materials and equipment necessary to complete the following work as per plans and specifications, including the installation of the above, for all other Terms & Conditions please visit <https://dtelandscape.com/terms-and-conditions/>.



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #52348

Customer Address

Rizzetta & Company
Richard Hernandez
8529 Southpark Cir Ste 330
Orlando, Florida 32819
rhernandez@rizzetta.com
407-472-2471 EXT 0864

Billing Address

CDD Invoice
Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Physical Job Address

Gramercy Farms CDD
4599 Calumet Drive
St. Cloud, FL 34772

<u>Job</u>	<u>Estimated Job Start Date</u>	<u>Proposed By</u>	<u>Due Date</u>
Magnolia Straightening job at the end of GFB at Harlow	May 22, 2023	Ricardo Sanchez Rogino	May 1, 2023

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Enhancement labor	Each	1	\$120.00	\$120.00
			Subtotal	\$120.00
			Job Total	\$120.00

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Down to Earth will provide all materials, labor and equipment needed to complete this scope of work.

Proposed By:

Agreed & Accepted By:

Ricardo Sanchez Rogino 04/19/2023
Down to Earth
Landscape & Irrigation Date

Rizzetta & Company Date



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #52274

Customer Address

Rizzetta & Company
Richard Hernandez
8529 Southpark Cir Ste 330
Orlando, Florida 32819
rhernandez@rizzetta.com
407-472-2471 EXT 0864

Billing Address

CDD Invoice
Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Physical Job Address

Gramercy Farms CDD
4599 Calumet Drive
St. Cloud, FL 34772

Job

Viburnum trimming job to 8ft
height.

Estimated Job Start Date

May 29, 2023

Proposed By

Ricardo Sanchez Rogino

Due Date

May 15, 2023

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep, Removal, & Disposal (E)	Each	1	\$1,440.00	\$1,440.00
Enhancement Labor	Hours	160	\$48.00	\$7,680.00
Truck and Trailer	Hours	160	\$13.00	\$2,080.00
			Subtotal	\$11,200.00
			Job Total	\$11,200.00

We hereby propose to provide all labor, materials and equipment necessary to complete the following work as per plans and specifications, including the installation of the above, for all other Terms & Conditions please visit <https://dtelandscape.com/terms-and-conditions/>.



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Down to Earth will provide all materials, labor and equipment needed to complete this scope of work.

Proposed By:

Agreed & Accepted By:

Ricardo Sanchez Rogino

04/19/2023

Down to Earth
Landscape & Irrigation

Date

Rizzetta & Company

Date

We hereby propose to provide all labor, materials and equipment necessary to complete the following work as per plans and specifications, including the installation of the above, for all other Terms & Conditions please visit <https://dtelandscape.com/terms-and-conditions/>.



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #52862

Customer Address

Rizzetta & Company
Richard Hernandez
8529 Southpark Cir Ste 330
Orlando, Florida 32819
rhernandez@rizzetta.com
407-472-2471 EXT 0864

Billing Address

CDD Invoice
Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Physical Job Address

Gramercy Farms CDD
4599 Calumet Drive
St. Cloud, FL 34772

Job

Flax lilys to replace missed
plants in the first two beds at
Gramercy Farms Blvd

Estimated Job Start Date

May 29, 2023

Proposed By

Ricardo Sanchez Rogino

Due Date

May 15, 2023

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Flax Lily - Blueberry Flax	3 Gallon	48	\$10.50	\$504.00
Enhancement labor	Each	1	\$432.00	\$432.00
			Subtotal	\$936.00
Irrigation Repairs				
Irrigation Labor	Each	2	\$55.00	\$110.00
			Subtotal	\$110.00
			Job Total	\$1,046.00

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Down to Earth will provide all materials, labor and equipment needed to complete this scope of work.

Proposed By:

Agreed & Accepted By:

Ricardo Sanchez Rogino

Down to Earth
Landscape & Irrigation

04/27/2023

Date

Rizzetta & Company

Date

We hereby propose to provide all labor, materials and equipment necessary to complete the following work as per plans and specifications, including the installation of the above, for all other Terms & Conditions please visit <https://dtelandscape.com/terms-and-conditions/>.



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #52745

Customer Address

Rizzetta & Company
Richard Hernandez
8529 Southpark Cir Ste 330
Orlando, Florida 32819
rhernandez@rizzetta.com
407-472-2471 EXT 0864

Billing Address

CDD Invoice
Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Physical Job Address

Gramercy Farms CDD
4599 Calumet Drive
St. Cloud, FL 34772

<u>Job</u>	<u>Estimated Job Start Date</u>	<u>Proposed By</u>	<u>Due Date</u>
Dead tree removal in the dog park area	May 22, 2023	Ricardo Sanchez Rogino	May 8, 2023

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Enhancement labor	Each	2	\$1,920.00	\$3,840.00
Dump Fee Full Load	Each	1	\$850.00	\$850.00
			Subtotal	\$4,690.00
			Job Total	\$4,690.00

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Down to Earth will provide all materials, labor and equipment needed to complete this scope of work.

Proposed By:

Agreed & Accepted By:

Ricardo Sanchez Rogino 05/24/2023
Down to Earth Date
Landscape & Irrigation

Rizzetta & Company Date



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #51717

Customer Address
Rizzetta & Company
Richard Hernandez
8529 Southpark Cir Ste 330
Orlando, Florida 32819
rhernandez@rizzetta.com
407-472-2471 EXT 0864

Billing Address
CDD Invoice
Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Physical Job Address
Gramercy Farms CDD
4599 Calumet Drive
St. Cloud, FL 34772

<u>Job</u>	<u>Estimated Job Start Date</u>	<u>Proposed By</u>	<u>Due Date</u>
Irrigation Start Up Repairs	April 17, 2023	Michael Furber	April 7, 2023

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Irrigation Repairs				
Head broken-6" spray	Each	114	\$10.31	\$1,175.34
Head broken -12"spray	Each	10	\$16.56	\$165.60
Head broken-6" Rotor	Each	22	\$36.25	\$797.50
Nozzle-standard	Each	142	\$2.11	\$299.62
XFD Drip Tube	Foot	500	\$0.55	\$275.00
XFD Drip Tube Fittings	Each	75	\$0.50	\$37.50
Drip Tube Staples	Each	100	\$0.30	\$30.00
3/4" Lateral Line Pipe	Foot	60	\$0.33	\$19.80
1" Lateral Line Pipe	Foot	60	\$0.84	\$50.40
3/4" Lateral Line Fitting	Each	12	\$0.46	\$5.52
1" Lateral Line Fitting	Each	15	\$0.67	\$10.05
3/4" Repair Coupling	Each	5	\$6.16	\$30.80
1" Repair Coupling	Each	6	\$6.94	\$41.64
Damaged 12" Valve Box (Standard)	Each	2	\$70.90	\$141.80
Flex Funny Pipe	Foot	20	\$0.56	\$11.20
Funny Pipe Fittings	Each	15	\$0.66	\$9.90
Adjustable Bubbler	Each	18	\$2.01	\$36.18
Irrigation Technician Labor	Hours	20	\$55.00	\$1,100.00
ICD 100	Each	10	\$321.71	\$3,217.08
ICD 200	Each	4	\$434.01	\$1,736.04
Staples	Each	100	\$0.64	\$63.75
Rainbird Solenoid	Each	3	\$108.04	\$324.13
			Subtotal	\$9,578.85
			Job Total	\$9,578.85

We hereby propose to provide all labor, materials and equipment necessary to complete the following work as per plans and specifications, including the installation of the above, for all other Terms & Conditions please visit <https://dtlandscape.com/terms-and-conditions/>.

The following proposal is for repairs noted during the initial irrigation inspections. There are multiple zone alarms along with broken heads/nozzles. Wire troubleshooting is also necessary to diagnose any non operational valves.

Invoices are Due Upon Receipt.

Proposed By:

Michael Furber
Down to Earth
Landscape & Irrigation

05/24/2023
Date

Agreed & Accepted By:


Rizzetta & Company

06-02-2023
Date

Approved by the board on 5-24-23, subject to review for warranties

TAB 3

MINUTES OF MEETING

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

GRAMERCY FARMS COMMUNITY DEVELOPMENT DISTRICT

The special meeting of the Board of Supervisors of Gramercy Farms Community Development District was held on Wednesday May 24, at 9:00 a.m. at the basketball court entering Fieldwood Circle, St. Cloud, Florida, 34769.

Present and constituting a quorum:

- Rolando Fernandez Board Supervisor, Chairman
Joel Sanchez Board Supervisor, Vice Chairman
Maria Borrero Board Supervisor, Assistant Secretary (Via Phone)
Elizabeth Fernandez Board Supervisor, Assistant Secretary

Also present were:

- Scott Brizendine District Manager, Rizzetta & Co., Inc.
Bryan Schaub Field Services Manager, Rizzetta & CO., Inc. (Via Phone)
Wes Haber DC, Kutak Rock, LLP (Via phone)
Ricardo Sanchez Down to Earth Landscape and Irrigation (Joined in progress)

Audience Joined in Progress

FIRST ORDER OF BUSINESS Call to Order

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

SECOND ORDER OF BUSINESS Audience Member Comments Regarding Agenda Items

No comments were made.

THIRD ORDER OF BUSINESS

Bryan Shaub Field Inspection Report

Mr. Schaub reviewed his report to include issues with Viburnum hedge throughout the community, irrigation repairs that need to be made, mites that need treatment and other issues. Supervisor Fernandez asked Mr. Shaub for his thoughts on the drinking fountains in the parks and whether he felt the board should keep them. Mr. Schaub believes that fountains add value to the community but some need to be repaired. (Supervisor Sanchez joined the meeting) Supervisor Borrero discussed some repairs that need to be made in the newest park at the rear of the community. Management confirmed they would look into the repairs.

FOURTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors Meeting held on March 9th, 2023.

Supervisor Borrero confirmed she read the minutes and did not have any changes. The remaining supervisors confirmed they also did not have any changes to the minutes.

On a motion by Mrs. Borrero, seconded by Mr. Fernandez, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on May 24, 2023, for the Gramercy Farms Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Operation and Maintenance Expenditures for February, March, and April 2023.

Mr. Brizendine reviewed the expenditures for each of the three months.

On a motion by Mrs. Borrero, seconded by Mr. Sanchez, with all in favor, the Board ratified February in the amount of \$28,116.76, March in the amount of \$46,314.15, and April in the amount of \$8,456.27, for the Gramercy Farms Community Development District.

SIXTH ORDER OF BUSINESS

Presentation of Proposed Budget

Mr. Brizendine reviewed the general fund and reserve budgets and explained that these proposed budgets begin the process for final adoption following a public hearing. A few questions were asked by the board on a few line items and decided not to make any changes to the budgets as presented.

90 **SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2023-04,**
91 **Approving FY 2024 Proposed Budget**
92 **and Setting Public Hearing**
93

94 The board set their public hearing for July 26th at 9:00 a.m.
95

On a motion by Mrs. Borrero, seconded by Mr. Sanchez, with all in favor, the Board approved Resolution 2023-04 Approving FY 2024 Proposed Budget and Setting Public Hearing, for the Gramercy Farms Community Development District.

96
97 **EIGHTH ORDER OF BUSINESS** **Consideration of Proposals for Pressure**
98 **Washing**
99

- 100 1. HP Home maintenance
101 2. BSB Services
102

103 Supervisor Borrero asked if Hector was present. He was not. Supervisor Borrero
104 commented on Old Hickory Rd. needing maintenance; pressure washing, fencing and
105 the parks. Mr. Brizendine will work on this with Supervisor Borrero and provide the two
106 companies with a map identifying the locations.
107 This item was tabled until the next meeting.
108

109 **NINTH ORDER OF BUSINESS** **Consideration of Irrigation Repair**
110 **Proposal**
111

112 Supervisor Borrero asked if the areas needing repair are still under warranty. The
113 Revised proposed from Down to Earth is \$9,578.85. The board approved the revised
114 proposal subject to confirmation that none of the repairs are under warranty.
115

On a motion by Mr. Sanchez, seconded by Mrs. Fernandez, with all in favor, the board approved the revised proposal subject to confirmation that none of the repairs are under warranty, for Gramercy Farms Community Development District.

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TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Haber updated the board on the following issues:

1. Budgets need to go out to the city of St. Cloud and Osceola County.
2. Effective January 1, 2024, 4 hours of ethics training will be required for supervisors.
3. Supervisor Borrero asked for an update on the letter sent to Juniper Landscaping. Mr. Haber confirmed that the letter was sent on 5/5/2023 with no response. Mr. Haber mentioned that a second letter can be sent. Mr. Haber is to draft a second letter and send to Mr. Brizendine for signature. Supervisor Rolando Fernandez asked Mr. Haber if they can ask for a settlement. Mr. Haber confirmed that yes, the board could do that if they wish.

B. District Engineer

Not present

C. District Manager

Mr. Brizendine reviewed the following items for the board:

1. Review of finances. As of April 30, 2023, the District is \$108,000 under budget. The cash and investment balance for the General Fund was \$491,571 and \$10,000 in the Reserve Fund.
2. Mr. Brizendine announced that the next meeting will be on June 28th, 2023 at 9 a.m.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests and Comments

Supervisor Rolando Fernandez asked for an update on KB Homes and the wall. Supervisor Borrero replied, "Richard contacted them with a demand to pay into a reserve". KB Homes responded with "the price was too high."

Mr. Brizendine will follow up with KB Homes.

The OUC account for Phase 9 was turned over to the CDD from KB Homes. The city was working on trying to get the cost reduced on streetlights in the last phase of the development. The Board directed management to not pay for the last phase of lights.

Ricardo Sanchez with Down to Earth introduced additional landscaping proposals for consideration. The board tabled the proposals as they did not have a chance to review them. The proposals will be added to the June agenda.

TWELFTH ORDER OF BUSINESS

Adjournment

On a motion by Mrs. Borrero, seconded by Mr. Sanchez, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 10:02 a.m. for Gramercy Farms Community Development District.

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Assistant Secretary

Chairperson/Vice Chairman

DRAFT

TAB 4

GRAMERCY FARMS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ORLANDO, FL 32819

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.GRAMERCYFARMSCDD.ORG

Operation and Maintenance Expenditures May 2023 For Board Approval

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

The total items being presented:

\$53,458.92

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Gramercy Farms Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
Aquatic Weed Management, Inc	100088	15928	Pond Maintenance 05/23	\$ 1,250.00
HP Home Maintenance Solutions, LLC	100093	169	Graffiti Removal 04/23	\$ 280.00
Kutak Rock, LLP	100089	3210946	Legal Services 03/23	\$ 1,696.50
Orlando Sentinel Communications	100084	70367212000	Account #CU00110659 Legal Advertising 03/23	\$ 423.86
Orlando Sentinel Communications	100090	72212022000	Legal Advertising 04/23	\$ 211.93
Rizzetta & Company, Inc.	100087	INV0000079635	District Management Fees 05/23	\$ 4,712.58
SSS Down To Earth Opco, LLC	100085	INV153982	Landscape Maintenance 03/23	\$ 8,765.63
SSS Down To Earth Opco, LLC	100085	INV154774	Landscape Maintenance 04/23	\$ 17,531.25
SSS Down To Earth Opco, LLC	100091	INV157254	Landscape Maintenance 05/23	\$ 17,531.25
Stantec Consulting Services, Inc.	100086	2064915	Engineering Services 03/23	\$ 551.50
Stantec Consulting Services, Inc.	100092	2077339	Engineering Services 05/23	\$ 104.25
Toho Water Authority	20230601-1	Monthly Summary 04/23 Autopay 225	Water-Sewer Services 04/23	\$ 400.17
Report Total				<u>\$ 53,458.92</u>

TAB 5

Date: 26/6/2023
Proposal GDM 3523-3



Mailing Address: 8132 Crushep Pepper Av 32817
Contact: 4074364444 bsbservicesus@gmail.com
2219 South Westmoreland Drive. Orlando Florida 32805

Attention

Gramercy Farms CCD Location: Gramercy Farms Blvd 34772
Mr. Scott Brizendine
9428 Camden Fiel Parkway Riverview,FL 33578

Activities	Estimate	Total
Playground and fence: Pressure cleaning (x2)Playgrounds areas.		600
Main entrance: Stone wall tile repair Pressure cleaning and wall painting Entrance 2 faces		4500
Concrete exterior Perimeter Wall: Pressure washing, sealer application as needed, and painting.		38750
	Sub total \$	<u>43,850.00</u>
	Total \$	43,850.00

To proceed with the contracting of the service, 40% of the budgeted amount will be required and 60% of the remaining amount will be paid to Bsb Services llc, within a period of no more than 30 days, counted from the moment when completion letter is delivered by Bsbservices llc, to the owner or representative assigned by the project owner. The time frame will be 10 working days, Monday to Friday, and will be depending on the weather
The validity period of this proposal is 15 business days.

Note: The proposal is for painting one face and the top of the walls, and two faces at the entrance area. All pressure cleaning work has the risk of peeling off the existing paint, this usually happens due to poor adhesion, mold, and pre-existing humidity. We are not responsible for paint chipping under the above conditions. The color to be used will be the same one or similar that it is now on the walls. The paint color code must be approved and provided by the owner. In the event that it is not provided, the color will be reproduced with the existing reference on the site under the color duplication techniques of the Sherwin-Williams store. We are not responsible for any color variation of less than 30% . The paint brand to be used on the project will be Sherwin Williams for Exterior unless the owner requests another brand.

Mr.Rafael. L

Gramercy Farms CCD



BSB SERVICES
QUALITY FIRST

Reference of the Job location area at Gramercy Farms





ESTIMATE



Prepared For

Gramercy Farms Master HOA Cdd
3434 Colwell avenue suite 200 Tampa, FL
33614 Jcasanova@rizzetta.com
Tampa, Florida 33614

HP Home Maintenance Solutions LLC

2812 Shelburne Way
Saint Cloud , Florida 34772
Phone: (407) 412-3731
Email: hphomemaintenancesolutions@gmail.com
Web: Www.hphomemaintenancesolutions.com

Estimate # 69
Date 03/06/2023

Description	Total
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Pressure wash and paint	\$49,975.73
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Pressure wash and paint entrance wall on right side before entering the property, wall by town house, basketball, gazebo and concrete wall that is located on both sides of the main street, on gramercy farms community. Colors scheme (codes) to be provided by the CDD committee. Only front side of the wall will be painted. Also included on scope white fence on both park will be pressure wash. Sherwin william products will be use. (super paint). Labor and materials are included. Before starting work 60 % down payment required. Second payment is due when work is completed

Subtotal	\$49,975.73
<hr/>	
Total	\$49,975.73

By signing this document, the customer agrees to the services and conditions outlined in this document.

Gramercy Farms Master HOA Cdd



QUOTE

BLOWN AWAY, LLC

2730 Shute Street Orlando, FL 32805

P: 407-299-7884 C: 407-840-9453

TO: RIZZETTA & COMPANY
8529 Southpark Circle Ste 330 Orlando, FL 32819
Richard Hernandez
District Manager
E: RHernandez@rizzetta.com

DATE: Feb-07/2023
EXP. DATE: Mar-07/2023
BY: Alejandra M
AlejandraM@blownawayusa.com

JOB LOCATION:

Gramercy Farms - St. Cloud, FL

PAYMENT TERMS:

NET 30

SERVICES	DESCRIPTION	TOTAL
Vertical Pressure Wash	Vertical Pressure Wash Privacy wall and tip (facing road) to remove mold, mildew, algae, and other environmental contaminates.	\$6,200.00
Water Source	To be provided by tanks on the trucks that connect to fire hydrants using a portable water meter.	
Privacy Wall Paint	Paint exterior wall (facing road). Paint top of wall and caps. Color match current color. (Stucco and stone are painted with the same color).	\$35,650.00
TOTAL		\$41,850.00

This is a quotation on the services described above, subject to the conditions noted below:

Oil, rust, and aluminum oxide staining may lighten somewhat but remain visually apparent after cleaning; Blown Away cannot be held responsible for removal of these types of stains unless specify stated in the description above.

Gum cannot be removed from painted or coated surfaces without potential damage to the coating. Gum removal on these types of surfaces will only be attempted when written direction is provided by the client or specifically stated in the description.

Blown Away will not assume any responsibility for apparent "Wand Damage" to any painted surface that displays loss of adhesion or chalking; we will document such condition on our "work log" at the job site.

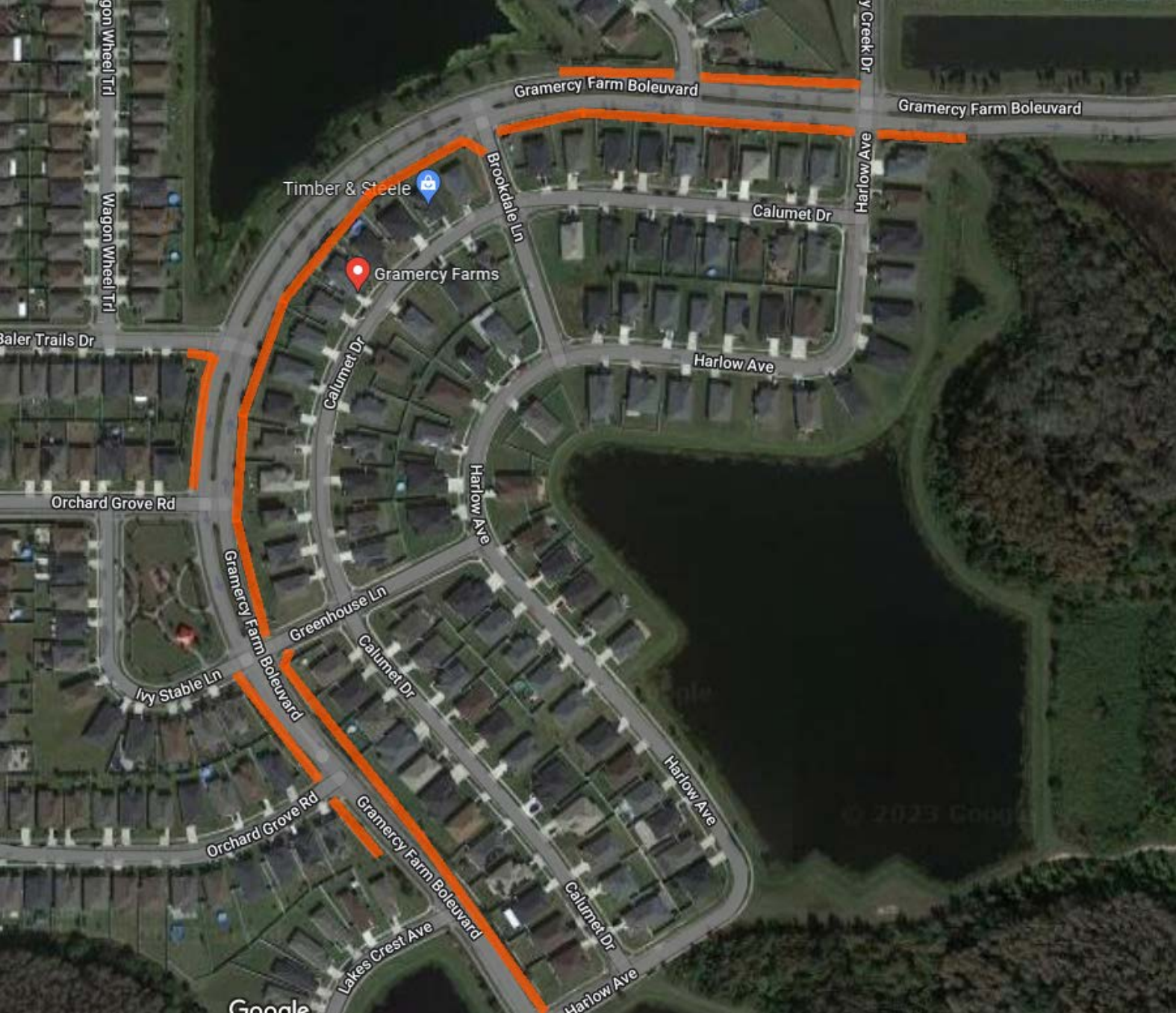
THANK YOU FOR YOUR BUSINESS!
VISIT US AT WWW.BLOWNAWAYUSA.COM



- Power Washing uses high pressure and caustic chemicals to clean difficult stains off of exterior surfaces. Utilizing this pressure allows the best clean possible; however, operating at such high pressure may also cause damage. Blown Away's team is well trained in utilizing their equipment and take the upmost precautions in making sure the company does not cause harm to your investment.
- Time is of the essence, but due diligence will be taken during this process to ensure no damage will occur to the premises.
- The Company is not responsible for any pre-existing damage or leaks in roof or structure, water tubes, fire sprinklers, lighting, and other electrical devices on the ceiling or premises.
- If water intrusion, heavy leaking, and/or other conditions are seen while work is taking place, our team will stop immediately to speak with client, manager/engineer for further instruction.
- This list is not all encompassing, as new damage can become apparent while the surfaces are being cleaned.
- The client also agrees to release the Company of any or all liability for injuries sustained due to equipment placement to include injuries from tripping/falling, striking equipment, falling debris or equipment.
- The client also agrees to release the Company of any or all liability for injuries sustained due to equipment placement to include injuries from tripping/falling, striking equipment, falling debris or equipment.

To accept this estimate and conditions, please sign here with date & return: _____

THANK YOU FOR YOUR BUSINESS!
VISIT US AT WWW.BLOWNAWAYUSA.COM



Gramercy Farm Boulevard

Gramercy Farm Boulevard

Timber & Steele

Gramercy Farms

Calumet Dr

Harlow Ave

Orchard Grove Rd

Gramercy Farm Boulevard

Greenhouse Ln

Ivy Stable Ln

Orchard Grove Rd

Gramercy Farm Boulevard

Lakes Crest Ave

Google

TAB 6



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

October 26, 2022

Gramercy Farms Community Development District
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Gramercy Farms Community Development District, (the "District"), which comprise governmental activities and each major fund as of and for the year ended September 30, 2022, 2023, 2024, 2025, 2026, and 2027, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2022, with optional renewals for the years ending September 30, 2023, 2024, 2025, 2026, and 2027.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

Gramercy Farms Community Development District

October 26, 2022

Page 2

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.

Gramercy Farms Community Development District
October 26, 2022
Page 3

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;

Gramercy Farms Community Development District
October 26, 2022
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of Gramercy Farms Community Development District's financial statements. Our report will be addressed to the Board of Gramercy Farms Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the of Gramercy Farms Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Kaitlyn Gallant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

Gramercy Farms Community Development District
October 26, 2022
Page 5

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2022 will not exceed \$3,575, unless the scope of the engagement is changed, the assistance which of Gramercy Farms Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. The fee for the years ending September 30, 2023, 2024, and 2025 will not exceed \$3,685, and the fee for the years ending September 30, 2026 and 2027 will not exceed \$3,860. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by of Gramercy Farms Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for of Gramercy Farms Community Development District, of Gramercy Farms Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.

Gramercy Farms Community Development District
October 26, 2022
Page 6

Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Gramercy Farms Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Gramercy Farms Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Gramercy Farms Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Gramercy Farms Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Gramercy Farms Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Gramercy Farms Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and of Gramercy Farms Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this engagement letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this engagement letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.



Gramercy Farms Community Development District
October 26, 2022
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines + Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

Scott Brizendine, Treasurer



6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.



Bodine Perry

(BERGER_REPORT22)

**ADDENDUM TO ENGAGEMENT LETTER
GRAMERCY FARMS COMMUNITY DEVELOPMENT DISTRICT
DATED OCTOBER 26, 2022**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**RIZZETTA & COMPANY
3434 COLWELL AVE, SUITE 200
TAMPA, FL 33614
PHONE: 813.933.5571**

Auditor: _____ 

Title: Director

**District: Gramercy Farms Community
Development District**

By: _____ 

Title: Treasurer

Date: October 26, 2022

Date: June 7, 2023

TAB 7

KB HOME ORLANDO LLC

MASTER BILL SUMMARY

**TO AVOID DISCONNECTION
PAY NOW**

DUE DATE
06/22/23

OPENING BALANCE \$40,227.47	-	PAYMENTS \$0.00	=	PAST DUE AMOUNT \$40,227.47	+	CURRENT CHARGES \$5,287.98	=	TOTAL AMOUNT DUE \$45,515.45
---------------------------------------	---	---------------------------	---	---------------------------------------	---	--------------------------------------	---	--

CURRENT CHARGES SUMMARY

\$5,287.98*

Deposit Interest	\$ 114.71 CR
OUConvenient Lighting	4,080.75
Late payment charge	638.44
Deposit Applied	300.00 CR
Commercial Non-Demand Electric Rate	489.73
Regular Reconnect Fee	90.00
City of St Cloud Tax	4.57
Osceola County Tax	29.54
Gross Receipts Tax	18.43
Florida Sales Tax	282.39
Discretionary Sales Surtax	68.84

* A detailed description of current charges is categorized by service address on each of the following pages.

Deposit Charges

\$414.71 CR

Deposit Interest	\$ 114.71 CR
Deposit Applied	300.00 CR

Deposit Interest
Your yearly deposit interest has been credited to your account.

CUSTOMER SERVICE

-  **Online**
www.ouc.com
-  **Telephone**
407-423-9018
-  **Payments**
PO Box 31329
Tampa FL 33631-3329

MESSAGE CENTER



STORM SAFETY
WITH **THE PROS**
FOR TIPS, VISIT
OUC.COM/STORMCENTER

▲ DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT ▲

MAKE CHECKS PAYABLE TO
Orlando Utilities Commission
PO Box 31329
Tampa, FL 33631-3329

ACCOUNT NUMBER
0015554080

**TO AVOID DISCONNECTION
PAY NOW**

DUE DATE
06/22/23

PAST DUE AMOUNT
\$40,227.47

CURRENT CHARGES
\$5,287.98

TOTAL AMOUNT DUE
\$45,515.45

Seq=13768



KB HOME ORLANDO LLC
9102 SPK CTR LOOP STE 100
ORLANDO FL 32819-8626

Pay by the due date to avoid a 1.5% late charge or minimum \$5 charge.

KB HOME ORLANDO LLC

WAYS TO PAY

	Online	AutoPay	Pay By Phone	Pay by Mail	Payment Locations
Payment Type Accepted	Checking Account; Credit or Debit Card	Automatic withdrawal	Checking Account; Credit or Debit Card	Check or Money Order; Never mail cash	Check, Cash or Money Order
Cost	FREE for eCheck; Convenience Fee* Using Credit/Debit	FREE	FREE for eCheck; Convenience Fee* Using Credit/Debit	Postage	Convenience Fee*
Source (How To)	Register using www.ouc.com	Register using www.ouc.com	407-423-9018	Payments with bill stubs: OUC, PO Box 31329, Tampa, FL 33631-3329	More than 400 locations, including participating Amscot, CVS, ACE Cash Express, Walmart, Publix and more. For a complete list, visit www.ouc.com

*All Convenience Fees are collected by third-party vendors. OUC receives no portion of these convenience fees. Please visit www.ouc.com/pay-my-bill for more information about fees.

WAYS TO CONTACT US

	Residential Customer Service	Business Customer Service	Reporting an Electric or Water Problem or Utility Theft	Reporting a Streetlight Problem
Phone	407-423-9018 or 800-848-7445	407-423-9018 or 800-848-7445	407-423-9018 or 800-848-7445	407-423-9018 or 800-848-7445
Availability	Monday - Friday 7 a.m. - 6 p.m.	Monday - Friday; 7:30 a.m. - 5:30 p.m. at 100 W. Anderson St., Orlando, FL 32801	24/7	24/7
Online	customerservice@ouc.com	commercialsvcs@ouc.com	Register at www.ouc.com to report a problem	streetlightservice@ouc.com

General Correspondence: Mail to Orlando Utilities Commission, PO Box 3193, Orlando, FL 32802 or call 407-423-9100. Never mail payments or cash to this address.

HELPFUL PHONE NUMBERS

Home Warranty Protection Programs
www.awrusa.com/ouc
To file a claim, call 877-320-4624

Call Before You Dig
Sunshine 811
8-1-1 or 800-432-4770
www.sunshine811.com

2-1-1 Community Resources and Elder Helpline for Orange or Osceola Residents 2-1-1 or 407-839-HELP (4357)

City of Orlando
Solid Waste: 407-246-2314
Wastewater: 407-246-2213

City of St. Cloud
Solid Waste: 407-957-7289

Orange County
Wastewater: 407-836-5515

St. Cloud Utilities
407-957-7344

USEFUL INFORMATION

Service Charge: A fixed monthly charge to cover basic costs of providing billing, metering and meter reading services.

kWh: A unit of measure for energy consumption equal to 1,000 watt hours.

KGAL: A unit of measure for water consumption equal to 1,000 gallons.

Other Agencies' Charges: Your OUC statement may contain certain fees and taxes charged by the City of Orlando, Orange County, and other state and local government agencies. Please contact these agencies for information about their charges. The Gross Receipts Tax applies to electric charges only.



BILL DATE
06/02/23

ACCOUNT NUMBER
0015554080

KB HOME ORLANDO LLC

Additional Charges	\$638.44
Late payment charge.....	\$ 638.44



BILL DATE
06/02/23

ACCOUNT NUMBER
0015554080

SERVICE ADDRESS: 0 SWEET ACRES PL

PAGE 4 OF 9

KB HOME ORLANDO LLC

Subtotal ▶ \$4,403.14

CURRENT CHARGES

OUC Electric Service \$4,080.75

Customer Ref: WO 672181
 OUConvenient Lighting (05/07/23 - 05/30/23)
 Investment - Convenient 181.91 @ \$7.6513333 \$ 1,391.85
 Maintenance - Convenient 54 @ \$5.175..... 279.45
 993.60 kWh @ \$0.03418 (Non-Fuel) 33.96
 993.60 kWh @ \$0.06798 (Fuel) 67.54
(\$61.21 of your Fuel Cost is exempt from Municipal Tax)

This is the Closing Bill for this service.

Customer Ref: WO 672181
 OUConvenient Lighting (04/08/23 - 05/07/23)
 Investment - Convenient 181.91 @ \$9.98 1,815.46
 Maintenance - Convenient 54 @ \$6.75..... 364.50
 1,252.80 kWh @ \$0.03418 (Non-Fuel) 42.82
 1,252.80 kWh @ \$0.06798 (Fuel)..... 85.17
(\$77.17 of your Fuel Cost is exempt from Municipal Tax)

Osceola County Charges \$7.76

Municipal Taxes..... \$ 7.76

State of Florida Charges \$314.63

Gross Receipts Tax..... \$ 5.88
 Florida Sales Tax 247.45
 Discretionary Sales Surtax 61.30

TAB 8

GRAMERCY FARMS COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, Florida · (407) 472-2471
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.gramercyfarmscdd.org

June 9, 2023

Don Callaghan
Engineering Assistant
City Of St. Cloud
1300 9th Street
Saint Cloud, FL 34769

**Re: Gramercy Farms pond 1 behind 2944 Fieldwood
Gramercy Farms pond 2 behind 2875 Farlow Ave.**

Dear Mr. Callaghan:

On behalf of the Board of Supervisors of Gramercy Farms Community Development District (“District”), I am writing in response to your letter dated May 10, 2023. A copy of that letter is attached for your reference. The District’s Engineer has reviewed your letter and has been successful in engaging a contractor to make the necessary repairs. During the contractor’s inspection of the two areas identified in your letter, he also located a third location. We will be replacing the missing grate on that structure as well. A map of the locations for the work is also attached to this letter. We anticipate that it will take approximately two weeks from the date of this letter to make the necessary repairs. Once the work has been completed, our office will inform you of its completion.

If you need anything further from the District at this time, you may reach me at 813-925-9471 or via e-mail at sbrizendine@rizzetta.com.

Sincerely,

Scott Brizendine

Scott Brizendine
District Manager

Cc: Rolando Fernandez, District Chairman
Greg Woodcock, District Engineer
Wes Haber, District Counsel

Enclosures



City of St. Cloud

1300 9th Street
Saint Cloud, Florida 34769
Phone: 407-957-7347
Fax: 407-957-7170
Web: www.stcloudfl.gov

Pond Maintenance Inspection Notice of Compliance (Per Ord. No. 2012-020)

May 10, 2023

Gramercy Farms CDD, c/o Rizzetta & Company Inc.
8529 Southpark Cir., Suite 330
Orlando, FL 32819-9064

Reference:

Gramercy Farms pond 3 behind 2875 Mosshire Cir.
Gramercy Farms pond 4 across from 3008 Lakes Crest
Gramercy Farms pond 5 behind E65 Sweetwater
Gramercy Farms pond 6 behind 2833 Wagon Wheel Trl.
Gramercy Farms pond 7 behind 4612 Harless Row

Dear Property Owner:

This letter serves as a notice that the above mentioned pond(s) has been inspected and was found to be compliant with The City of St. Cloud Ordinance no. 2012-020.

If you have any questions regarding this letter or to receive information related to the Pond Maintenance Inspection program, please contact the City of St. Cloud Engineering Department at 407-957-7347.

Sincerely,

Don Callaghan
Engineering Assistant



City of St. Cloud

1300 9th Street
Saint Cloud, Florida 34769
Phone: 407-957-7347
Fax: 407-957-7170
Web: www.stcloudfl.gov

**Pond Maintenance Inspection
Notice of Non-Compliance
(Per Ord. No. 2012-020)**

May 10, 2023

Gramercy Farms CDD, c/o Rizzetta & Company Inc.
8529 Southpark Cir., Suite 330
Orlando, FL 32819-9064

Reference:

Gramercy Farms pond 1 behind 2944 Fieldwood
Gramercy Farms pond 2 behind 2875 Harlow Ave.

Dear Property Owner:

This letter serves as a notice that the above mentioned pond(s) has been inspected and was found to be out of compliance with the City of St. Cloud Ordinance no. 2012-020. Attached is a copy of the Pond Maintenance Inspection report describing all components of the system which are either out of compliance or do not appear to be functioning properly for the above mentioned pond(s).

If you have any questions regarding this letter or to receive information related to the Pond Maintenance Inspection program, please contact the City of St. Cloud Engineering Department at 407-957-7347.

Sincerely,

Don Callaghan
Engineering Assistant



OPERATION AND MAINTENANCE INSPECTION REPORT
Per Ordinance no. 2012-020

Name of Pond: Gramercy Farms Pond 2

Location: Located behind 2875 Harlow Ave.

Inspection Date(s): May 3, 2023

Based upon on-site observation the undersigned hereby confirms that the storm water management system is not functioning in substantial conformance with the City of St. Cloud's Codes and maintenance requirements. The following components of the system are either out of compliance or do not appear to be functioning properly.

- The pond control structure is missing the grates.

Owner shall submit a plan including a time line for completing compliance to the City of St. Cloud Engineering Department no later than June 9, 2023 at 1300 Ninth Street, St. Cloud, FL 34769. Failure to provide a plan of compliance or to complete the compliance by the date noted will result in action by the City of St. Cloud Code Enforcement Department

I hereby confirm that I inspected the Stormwater Facilities and prepared this report:

Name of Inspector: Keith LaFontaine

Keith LaFontaine
Signature of Inspector

5-8-2023
Date

[Signature]
Program Manager Signature

5-10-23
Date



OPERATION AND MAINTENANCE INSPECTION REPORT
Per Ordinance no. 2012-020

Name of Pond: Gramercy Farms Pond 1

Location: pond located behind 2944 Field wood Cir.

Inspection Date(s): May 3, 2023

Based upon on-site observation the undersigned hereby confirms that the storm water management system is not functioning in substantial conformance with the City of St. Cloud's Codes and maintenance requirements. The following components of the system are either out of compliance or do not appear to be functioning properly.

- The pond control structure is missing the grates.

Owner shall submit a plan including a timeline for completing compliance to the City of St. Cloud Engineering Department no later than June 9, 2023 at 1300 Ninth Street, St. Cloud, FL 34769. Failure to provide a plan of compliance or to complete the compliance by the date noted will result in action by the City of St. Cloud Code Enforcement Department

I hereby confirm that I inspected the Stormwater Facilities and prepared this report:

Name of Inspector: Keith LaFontaine


Signature of Inspector

5-8-2023
Date


Program Manager Signature

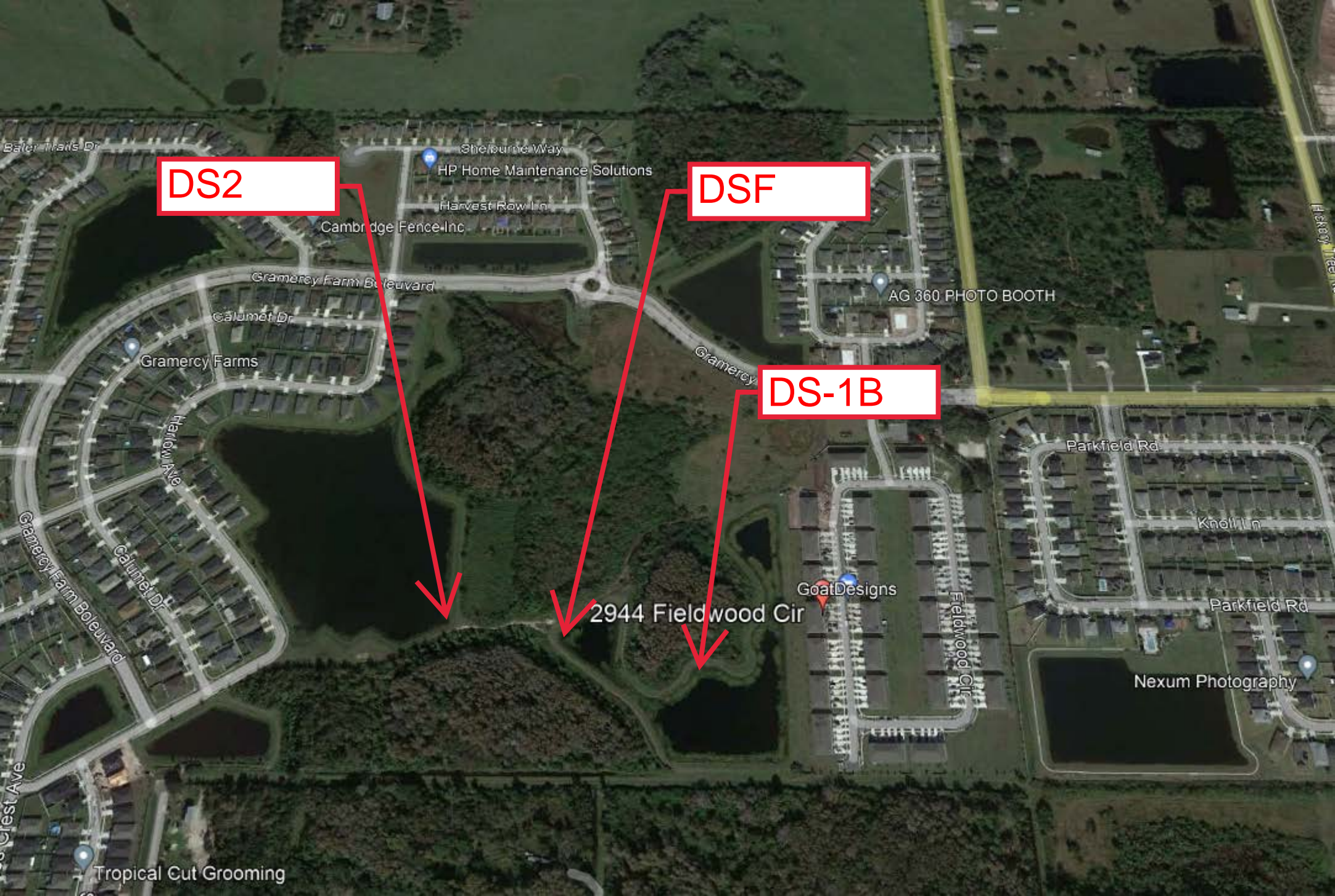
5-10-23
Date

DS2

DSF

DS-1B

2944 Fieldwood Cir



GRAMERCY FARMS COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, Florida · (407) 472-2471
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.gramercyfarmscdd.org

June 16, 2023

Don Callaghan
Engineering Assistant
City Of St. Cloud
1300 9th Street
Saint Cloud, FL 34769

**Re: Gramercy Farms pond 1 behind 2944 Fieldwood
Gramercy Farms pond 2 behind 2875 Farlow Ave.**

Dear Mr. Callaghan:

On behalf of the Board of Supervisors of Gramercy Farms Community Development District (“District”), I am writing to inform you that the District has successfully addressed the replacement of the stormwater grates as required in your letter dated May 10, 2023. Our prior response to you dated June 9, 2023 provided an anticipated completion date of two weeks from the date of that letter. We are happy to report that the work was completed in an expeditious manner as a sign of how seriously the District took the matter at hand. Pictures of the newly installed grates are included with this letter. We appreciate the City of St. Cloud for its inspection of the District’s infrastructure and our continued strong working relationship.

If you need anything further from the District at this time, you may reach me at 813-925-9471 or via e-mail at sbrizendine@rizzetta.com.

Sincerely,
Scott Brizendine
Scott Brizendine
District Manager

Cc: Rolando Fernandez, District Chairman
Greg Woodcock, District Engineer
Wes Haber, District Counsel
Brian Mendes, District Manager

Enclosures







TAB 9

MAINTENANCE PROPOSAL

THIS Proposal is made on June 26, 2023 by Dallos Services Inc. (the "Service Company"), whose address is 1101 Miranda lane suit 101, Kissimmee, Florida 34741 to Grammercy Farms CDD (the "Customer") whose address is 8529 Southpark Cir, Orlando Fl 32819

WHEREAS Service Company is a company engaged in the business of servicing and maintaining building exteriors, interiors as determined by management, grounds and equipment and is willing to provide such services to Customer as per the terms herein.

WHEREAS Customer desires to have the Service Company furnish maintenance on the following:

Cleaning of dog stations and dog areas

Cleaning of playground areas and all other public areas as directed by management.

Notify the CDD of any repairs need in the property for the proper use and safety of the community

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows.

1. Maintenance Services.

Service Company will prepare a schedule or be willing to follow one as required by the management to maintain and service the following;

Dispose of all Dog Stations garbage

Cleaning playgrounds and dog areas, blowing it using gas blower

Pick up garbage around grounds

Inspection of areas for problems

Inspect and address any liability issues that may affect the "Customer" in a timely manner (I.e. trip hazards, loose pieces of debris)

Inspect roads, parking lines, sidewalks

Any other activity required for the proper maintenance of the community and directed by the management company.

Additional Services:

Report all violations by owners/ tenants to the administration management . Violation list will be provided by administration.

Also, any request for maintenance should be approved by the CDD administration office.

2. Excluded Services

Unless authorized in writing by the Customer, the Service Company shall not be required to make any of the following:

Other safety tests or installations that require an extra building permit, whether recommended or directed by governmental authorities or by insurance companies.

Roof repairs and major structural repairs or work higher than a 14-foot ladder unless using lift equipment with the authorization of Dallos Services inc..

Plumbing repair of water lines.

Electrical repairs.

If the services described in this provision are authorized by the Customer, and if the Service Company agrees to perform them, an additional reasonable charge may be charged for the service.

3. Trained Employees

Trained personnel directly employed and supervised by the Service Company will perform all services required by the terms of this Contract. The Service Company agrees that each of its employees will be properly trained within a reasonable time and will use expected care in the performance of his or her duties.

4. Working Hours

(a) The services required of the Service Company under this Contract, shall be performed during the regular working hours of its regular working days, consisting of 8:00 am to 5:00 pm or the hours required by the Customer, except Federally recognized holidays.

(b) If the Customer requests that the Service Company perform any of its services at times other than during its regular working hours, then for the services performed outside the regular working hours ("emergency calls"), the Customer shall be charged a minimum of 8 hours per emergency call adjusted periodically to compensate for changes in the cost of labor.

(c) If required to work during major holidays recognized by the management office (new year, memorial Day, Labor Day, Independence Day, thanksgiving, memorial or Christmas plus any other holiday observed by the management company) the hourly rate will double, i.e. 4 hours work will be billed as 8 hours and would be work only upon request but as default would not be schedule to work.

(d) Working Hours will be determined by the management office as needed with the accorded hours of a total of hours per week. Any changes required to this can be accommodate upon request.

(e) Any worker requesting Sick time is to be reporting it as soon as possible to the management office and is not billable time to the customer unless using eligible vacation time after the 1-year date.

5. Contract Price

(a) The Customer shall pay the Service Company at the rate of \$31.00 per hour for the regular services to be performed under this proposal of 24 hours a week.

(b) The amount specified in (a) above shall be adjusted annually to reflect any changes in the costs of the labor, parts, equipment, and materials supplied by the Service Company under this Contract. 4 percentage of the contract price shall be increased on each anniversary of the commencement date of services.

(c) (d) Amounts due to Service Company will be billed to Customer on a weekly basis and will be due and payable within 15 days thereafter.

(d) All materials and consumables bought and used in service of the Customer by the Service Company will be billed in the invoice and a memo of the use of such, including but not limited to materials used in repairs, to be bought and become property of the Customer, uniforms if need to be in accordance to the image of the Customer and any other consumables.

(e) Excluded from consumables charged are; gasoline for pressure washer and equipment for the pressure washing and blowing, gloves and garbage bags

(f) The CUSTOMER must provide access to water for pressure washing

6. Term of Contract proposed

The term of this Contract shall commence and shall continue in full force if the Proposal were accepted and in effect until it is terminated. Either party, by giving 30 days' written notice to the other party, may terminate this Contract either at the completion of the first 1 years of service under

this Contract or at the end of any subsequent year. In any event, this Contract shall be in effect for a minimum of 1 year.

7. Miscellaneous Provisions

- (a) **Applicable Law:** This Contract shall be construed under and in accordance with the laws of the Florida, and all obligations of the parties created under this Contract are performable in Osceola County, Florida.
- (b) **Parties Bound:** This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Contract.
- (c) **Legal Construction:** In the event, any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- (d) **Prior Contracts Superseded:** This Contract constitutes the sole and only Contract of the parties and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter of this Contract.
- (e) **Amendments.** This Contract may be amended by the parties only by a written Contract.
- (f) **Assignment.** A party may assign or transfer this Contract without the prior written consent of the non-assigning party.
- (g) **Employer Liability Exclusion:** The Customer will not be liable for any injury suffered by a worker during the execution of the job.

8. Signatures

This Contract shall be signed on behalf of Dallos Services Inc. by Javier Dallos, its President, and on behalf of Grammercy Farms CDD by a authorized representative.

This Maintenance Contract is executed and agreed to by:

June 26, 2023



Javier Dallos

dallos.services@gmail.com

Grammercy Farms CDD

Authorized Representative

TAB 10

FOUNTAIN DESIGN GROUP, INC.
dba CASCADE FOUNTAINS DIV.

7628 N.W 6th AVENUE BOCA RATON, FL. 33487
SERVICE CENTERS : ORLANDO AND TAMPA
PHONE: (800) 446-1537 FAX (561) 994-3944

PROPOSAL # 6972

Date: June. 26, 2023

To: Rizzetta & Co
c/o Gramercy Farms CDD
8529 SouthPark Circle, Ste. 330
Orlando, Fl. 32819

Ship To: Gramercy Farms
2801 Messhire Circle
St. Cloud, Fl. 34772

Attn: Scott Brizendine
Attn: Brian Mendes
Phone: 407-472-2471 ext. 4404
Fax:
Email: sbrizendine@rizzetta.com
Email: bmendes@rizzetta.com

Equipment: Aeration System

Scope of Work:

Deliver and install the following Aeration Systems:

Pond #1: PS60 230v, 1ph five (5) Diffusers Aeration System with 1500' of weighted tubing

Pond #2: PS60 230v, 1ph five (5) Diffusers Aeration System with 1500' of weighted tubing

Pond #5: PS60 230v, 1ph six (6) Diffuser Aeration System with 2000' of weighted tubing

Pond #6: PS40 230v, 1ph four (4) Diffuser Aeration System with 500' weighted tubing

Pond #7: PS60 230v, 1ph six (6) Diffuser Aeration System with 2000' of weighted tubing

Fountain Design Group, Inc. / Cascade Fountains will place the compressor near the lake area in a designated location, run a trench to the lake edge, install necessary weighted air tubing from the compressor to each diffuser, and set each of the diffuser's on the bottom of the lake bed in the appropriate location to derive maximum aeration for the location.

It is the responsibility of your electrical to handle new electrical service for the operation of the aeration system. They will also be responsible to handle all necessary permitting as a part of this new electrical service.

* A one year limited warranty on all aeration components, including labor.

Pond #1 PS60 Total	\$	9,373.00
Pond #2 PS60 Total	\$	9,373.00
Pond #5 PS60 Total	\$	10,651.00
Pond #6 PS40 Total	\$	4,867.00
Pond #7 PS60 Total	\$	10,681.00
All onshore set up and installation of new Aeration Systems	\$	10,422.00
TOTAL COST	\$	55,367.00

**Respectfully Submitted,
FOUNTAIN DESIGN GROUP**

Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted.
Fountain Design Group, Inc. is authorized to complete the work as specified.

Signature:

Date of Acceptance:

CONDITIONS

All work is to be completed in a workmanlike manner . Any alteration from specifications involving extra costs will be executed only upon written approval from the client, and will become an additional charge from the approved proposal amount

FOUNTAIN DESIGN GROUP, INC.
dba CASCADE FOUNTAINS DIV.

7628 N.W 6th AVENUE BOCA RATON, FL. 33487

SERVICE CENTERS : ORLANDO AND TAMPA

PHONE: (800) 446-1537 FAX (561) 994-3944

PROPOSAL # 6971

Date: June. 26, 2023

To: Rizzetta & Co.
c/o Gramercy Farms CDD
8529 Southpark Circle, Ste. 330
Orlando, Fl. 32819

Ship To: Gramercy Farms
2801 Messhire Circle
St. Cloud, Fl. 34772

Attn: Scott Brizendine
Attn: Brian Mendes
Office: 407-472-2471 ext. 4404
Email: sbrizendine@rizzetta.com
Email: bmendes@rizzetta.com

Equipment: Floating Fountain

Scope of Work:

Deliver and install the following fountains:

Pond #1: Two (2) Aries 500, 5hp, 230v, 1ph lake fountains with three (3) white LED lights and 200' of power cables on each fountain

Pond #2: One (1) Aries 750, 7.5hp, 230v, 1ph lake fountain with four (4) white LED lights and 250' of power cables

Pond #5: One (1) Aries 750, 7.5hp, 230v, 1ph lake fountain with four (4) white LED lights and 250' of power cables

Pond #6: Three (3) Aries 300, 3hp, 230v, 1ph lake fountains with two (2) white LED lights and 200' power cables on each fountain.

Pond #7: One (1) Aries 750, 7.5hp, 230v, 1ph lake fountain with four (4) white LED lights and 250' of power cables

Cascade Fountains will float the fountains into position in the lakes and properly moor them in place. The fountains will be ETL listed and meet or exceed all NEC and local electrical codes.

Cascade Fountains will provide Listed UL508A Industrial Control Panels for each of the fountains. It is the responsibility of an electrician to mount the control panels, hot wire the controls with the proper wiring and load requirements.

Electrician must provide a conduit, 3" minimum from the control panel locations to the lake edge for the power cables coming from the fountains to the controls (conduit size is determined by the size of the power cables. Consult with Cascade Fountains about wire sizes and recommended conduit sizing).

Cascade Fountains will run the power cables from the fountains to the controls and terminate the wiring on the fountain side of the panels. Cascade Fountains will start the fountains, test the system's and make any adjustments to the spray pattern that are necessary.

- * All Permits are the responsibility of others. All of our fountains are ETL Listed and all Control Panels are UL Listed.
- * A three year warranty on fountain components, including labor, with the acceptance of our quarterly maintenance contract

Pond #1 \$14,214.00 per Aries 500 Total	\$ 28,428.00
Pond #2 Aries 750 Total	\$ 16,210.00
Pond #5 Aries 750 Total	\$ 16,210.00
Pond #6 \$ 11,452.00 per Aries 300 Total	\$ 34,356.00
Pond #7 Aries 750 Total	\$ 16,210.00
Total Cost	\$ 111,414.00

**Respectfully Submitted,
FOUNTAIN DESIGN GROUP**

Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. Fountain Design Group, Inc. is authorized to complete the work as specified.

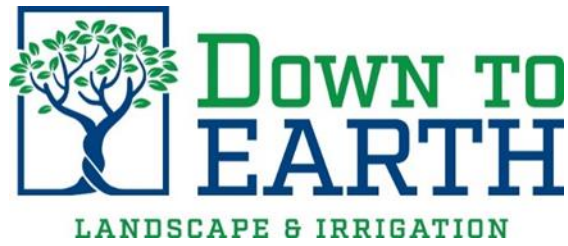
Signature:

Date

CONDITIONS

All work is to be completed in a workmanlike manner . Any alteration from specifications involving extra costs will be executed only upon written approval from the client and will become an additional charge from the approved proposal amount

TAB 11



Landscape Maintenance Agreement

Attention: Rizzetta & Company
 2700 South Falkenburg Road Ste. 2745
 Riverview, FL. 33578
 Attention: Bryan Schaub

Submitted By:
 Down To Earth Landscape & Irrigation

Grammercy Farms CDD Tracts A,B,C and D Landscape Maintenance Addendum

Lawncare Maintenance		\$ 14,240.00	Annually

Total Annual Fee	\$14,240.00	*
Total Monthly Fee	\$1,186.67	*

Please specify the Grounds Maintenance Addendum start date: July 1, 2023

Grammercy Farms CDD Tracts A,B,C & D	Down to Earth
Name _____	Name _____
Title _____	Title _____
_____	_____
Signature	Signature
Date	Date

* Pricing is valid for 30 days from the date of this proposal.

TAB 12



MARY JANE ARRINGTON
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

April 25, 2023

Mr. Richard Hernandez
District Manager
Gramercy Farms Community Development District
8529 South Park Circle
Suite 330
Orlando, FL 32819

RE: Gramercy Farms Community Development District – Registered Voters

Dear Mr. Hernandez:

Thank you for your letter requesting confirmation of the number of registered voters within the Gramercy Farms Community Development District as of April 15, 2023.

The number of registered voters within the Gramercy Farms CDD is 1,396 as of April 15, 2023.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

Mary Jane Arrington
Supervisor of Elections

*Vote
Osceola*