



**Community  
Development District**

**February 24, 2022**

**Regular Meeting  
Agenda**



**OFFICE OF THE DISTRICT MANAGER**  
**250 International Parkway, Suite 208 • Lake Mary, Florida 32746**  
**Phone: (321) 263-0132 • Toll-free: (877) 276-0889**

February 17, 2022

**ATTENDEES:**

**Meetings/Workshops are now held in person. During public comments, please state your name and address.**

Residents may view via Zoom using the information below:

Link:

<https://vestapropertyservices.zoom.us/j/7055714830?pwd=dUFTN091cjVHZzluYUN0blEwUUYYdz09>

Meeting ID: 7055714830

District Website: <https://www.grandhavencdd.org/>

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

Dear Board Members:

The Board of Supervisors of the Grand Haven Community Development District will hold a Regular Meeting on Thursday, February 24, 2022, at 9:00 a.m., in the Grand Haven Room, at the Grand Haven Village Center, located at 2001 Waterside Parkway, Palm Coast, Florida 32137.

- I. Call to Order/ Roll Call**
- II. Pledge of Allegiance**
- III. Audience Comments – (limited to 3 minutes per individual)**
- IV. Staff Reports**
  - A. Amenity Manager: Robert Ross/ John Lucansky Exhibit 1
  - B. District Engineer: David Sowell
  - C. Operations Manager: Barry Kloptosky
    - Presentation of Capital Project Plan Tracker Exhibit 2
    - Monthly Report Exhibit 3
  - D. District Counsel: Scott Clark Exhibit 4
  - E. District Manager: Howard “Mac” McGaffney & David McInnes Exhibit 5



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**V. Consent Agenda Items**

- A. Consideration for Acceptance – The January 2022 Unaudited Financial Report Exhibit 6
- B. Consideration for Approval – The Minutes of the Board of Supervisors Workshop Meeting Held January 6, 2022 Exhibit 7
- C. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held January 20, 2022 Exhibit 8

**VI. Business Items**

- A. Consideration & Adoption of **Resolution 2022-05**, Appointing & Removing Officers Exhibit 9
- B. Consideration of District Engineer RFQ Exhibit 10
- C. Consideration of Curb & Gutter Repair Proposal Exhibit 11
- D. Consideration of Vertex Aeration Service Proposal Exhibit 12
- E. Consideration of Lake Bank Repairs
- F. Continued Discussion of Long Term Capital Plan Exhibit 13

**VII. Supervisors Requests**

**VIII. Action Item Summary**

**IX. Upcoming Meeting Agenda Items/ Meeting Matrix**

**X. Next Meeting Quorum Check: March 3<sup>rd</sup>, 9:00 AM**

John Polizzi	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Dr. Merrill Stass-Isern	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Kevin Foley	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Michael Flanagan	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Chip Howden	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO

**XI. Adjournment**

Should you have any questions regarding the agenda, please email me at [hmac@vestapropertyservices.com](mailto:hmac@vestapropertyservices.com)

Sincerely,

Howard McGaffney  
 District Manager

# EXHIBIT 1



## Monthly Amenity Update

*Date of report: 2-16-2022*

*Submitted by Robert Ross/John Lucansky*

Supervisors,

Please see the monthly Amenity update. If you have any questions, feel free to give me a call.  
John

### **CDD Action Items**

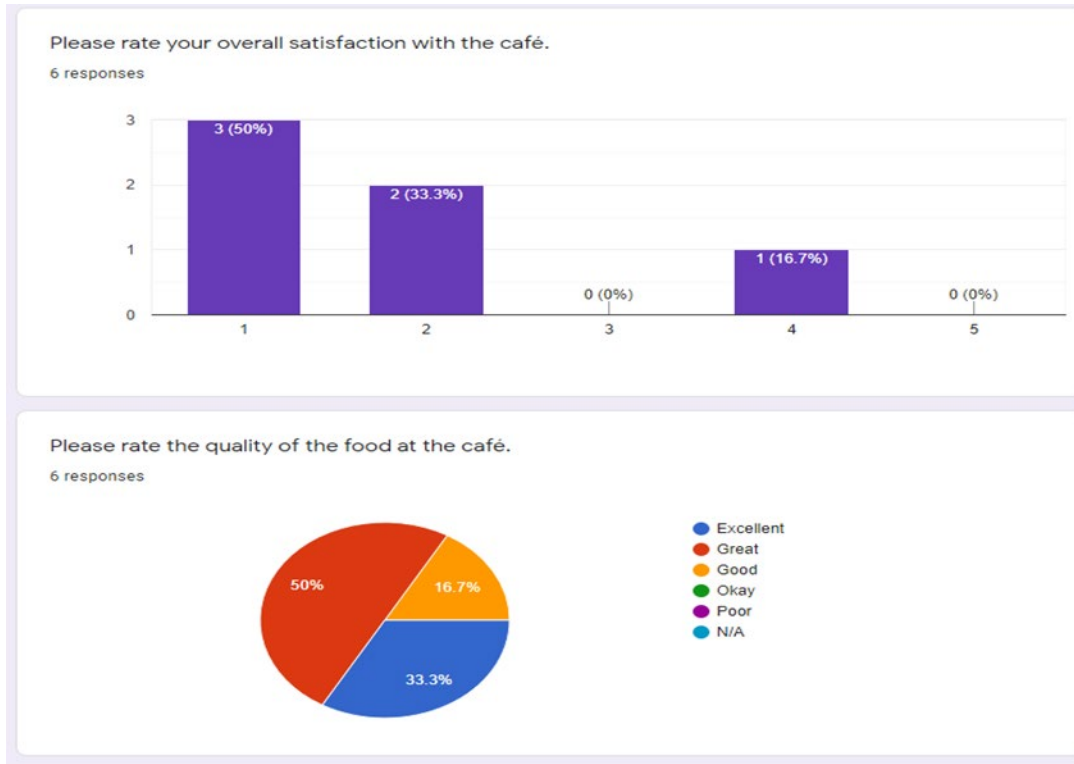
1. Add croquet usage and clinics added to weekly and monthly reports (*completed*)
2. Operations and Amenity Managers reports posted in bulletin boards (*completed*)

### **Café**

1. New café satisfaction survey questionnaires are provided to patrons of the café at each table.
  - a. The survey is part of a new QR codes scanner system. This helps us stay on top of resident feedback and continue providing high quality food and service in the café.
  - b. Residents can scan the QR codes with their phones and can answer a short 5 question survey on their experience in the café (food, service, and any suggestion, etc.). Surveying is anonymous unless a customer elects to provide their contact info to have management follow back up with them individually.
  - c. The café and amenity manager receive the survey results/suggestions in real time.
  - d. We are continuing to strive to provide the best experience when visiting the café and feel strongly that this concept gives up the needed feedback to do so.

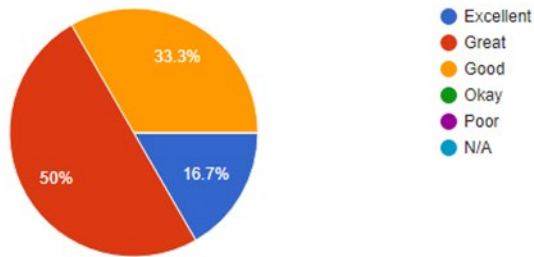


**Recent results from the Café satisfaction survey**



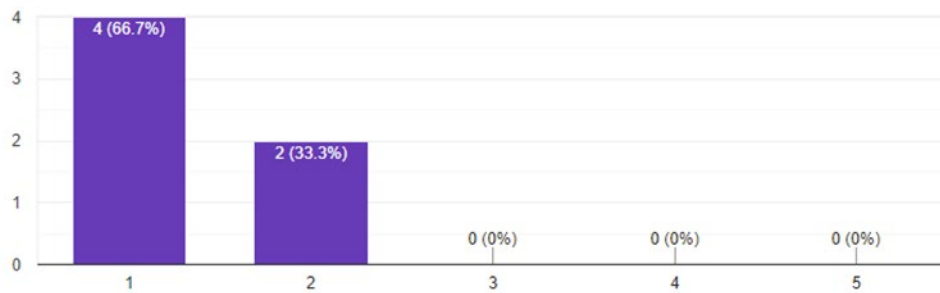
Please rate the quality of the drinks at the café.

6 responses



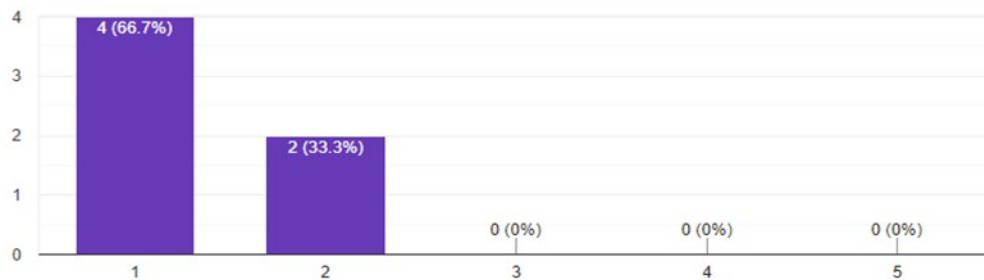
Please rate the service at the café.

6 responses



Please rate the service at the café.

6 responses





## Café Events

1. Trivia Night every 3<sup>rd</sup> Wednesday of each month, 6:00-7:30 in the Waterside Café
  - e. *Inside and outside seating available*
  - f. *The next trivia night is scheduled for Thursday December 16th*
  - g. Prizes are Café gift cards for 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> place.
  - h. No charge for the residents
  - i. Four dinner specials are available to trivia contestants. The full menu and specials are available for residents dining.
2. Bingo is back
  - a. Every 4<sup>th</sup> Tuesday of the month, 4-6pm in the Grand Haven room
  - b. 100 reservations max
3. Valentines Dinner was huge success
  - a. Dinner and music 6:00pm-9:00pm
  - b. Inside and outside seating
  - c. Music by Pat D'Aguanno
  - d. Over 90 reservations







### Amenity Facility Sign Up Update

Sign up Genius Usage: Reservations made

Averages and percentages for each amenity dating back since the new croquet opened up.

#### 1. Croquet:

- a. There 56 time slots available day for sign-ups, 10%-15% are filled through the reservation system-sign up genius
- b. 28 time slots on ½ court (old one) and 28 on full size (new one). The old court averages 5% sign ups and new full size averages 10%.
- c. Majority of play is between 10:00am-2:30pm
- d. This does not include the 2 clinics that are held on the old court. These get 10-20 participants each Tuesday
- e. Summary-Most players are just showing up to play and not making reservations
- f. We have encountered that one person signs up for a timeslot, but they get multiple players for those times. The number differs day to day so to get a more accurate count we have put sign-up sheets at each croquet court-the sheets will be collected at the end of each week and saved to an excel spreadsheet**
- g. The new calculated numbers show more residents using the croquet courts. They are averaging from 28-48 players per day, mostly around the 11:30-4:30 time.**

## 2. Tennis:

- a. There are 56 time slots available a day for sign-ups, 50%-65% percent are filled through reservations
- b. 90%-100% of the courts are booked full, 8am-2:00pm
- c. Winter is the busier season for tennis play
- d. Summary-Morning play is usually 100% booked and then play drops off after 2:00 – then resumes at about 60% capacity in the evenings

## 3. Pickleball:

- a. 32 slots available daily, 70%-85% are filled through Sign Up Genuis.
- b. 100% booked full, from 8am-12:30pm
- c. 75% booked from 3:30-8:00
- d. Summary -Pickleball ball remains the busiest of the 3 amenities mornings are always booked 90-100% with a little reduction of play in midafternoon, then play resumes about 75% around 5:00pm to close

### **Amenity Facility Checklist Management**

**QR Code Readers:** This process will allow for instantaneous reporting from the Facilitators to management for each amenity (tot lots, bocce courts, restrooms, pickleball courts, etc.) and provides electronic validation that the amenity location was checked at the stamped date and time. This will replace our current paper-based checklist process. The system uses QR codes that will be placed at each amenity (tennis, pickleball, basketball courts, restrooms, bocce, spas, pools, tot lots, croquet courts....)

1. The facilitator must go to each amenity and scan the codes, complete their inspection of relevant checklist items, their name, and write any comments needed (such as issues they could not immediately remedy).
2. The comments are immediately available to the amenity manager so that any issues can be resolved; any appropriate issues can be reported to the Operation Manager without delay.
3. *These amenity location checks will be done multiple times per day.*
4. *Major areas (restrooms, and high traffic areas) will be checked every 3 hours (5 times a day) and slower traffic areas every 6 hours (3 times a day)*
5. *Management will check reports once a week for all areas. Monthly reports will be given to the CDD board in the Amenity managers' report.*
6. Management will continue to spot check completed checklists and associated amenity locations to ensure quality is maintained and coaching is done as needed.

Example of quality check records and observation reports

### **Village Center ice Machine**

Timestamp	Ice machine emptied and drained?	Ice machine cleaned?	Ice machine restarted?	FA name and comments.
-----------	----------------------------------	----------------------	------------------------	-----------------------

11/28/2021 11:51:55	Yes	yes	Yes	PS doesn't stop making ice
12/15/2021 17:32:19	Yes	yes	Yes	Overfills
12/19/2021 7:33:03	Yes	yes	Yes	Too much ice PS

**Observation report (These go directly to the Amenity Manager -daily- and if needed forwarded to the CDD office)**

Creekside Christmas lights on westside of bldg. and back southside not on  
 Creekside tot lot need the equipment power washed.  
 Creekside gym treadmill number 5 out of order. Belt keeps slowing down and then speeding up while person is on treadmill  
 Outside clock by pool. Needs to be replaced. Will not show correct time. Have changed batteries several times. Will not correct time.

**Pool Guest passes:**

1. Over 90 **guest passes** have been issued by 2/16. All passes are numbered and registered by the resident, with a 2-week term limit.
2. New 2022 passes were ordered and received.
3. Passes are logged and tracked at each amenity center.

**Website Directory:**

1. 830 registered residents as of 2/16/2022.
2. Eblast are scheduled to send out every 2 weeks reminding residents of the directory

**CDD Revenues: 2/1 through 2/16/2022**

1. Tennis Guest/Ball Machine Fees
  - a. Tennis Guest: \$120.00
  - b. Ball Machine: \$23.00
2. Rental Fees
  - a. Creekside Pool Rental: \$300
  - b. Grand Haven Room Rental: \$0

**Programs/Fitness Classes:**

Updated weekly schedules for both Creekside and Village center are available at the Village Center office, schedules are also posted on the website and bulletin boards at each Amenity center. We also offer hard copies for the residents to take home. These are updated weekly to reflect all CDD and HOA meetings, Rentals, CERT meeting days/times, and any other closures for renovations.

Here's a list of everything offered to the residents as of 2/16/2022

- Ballet
- Tai Chi
- Table Tennis
- Pilates
- Hearts
- Canasta
- Bridge
- Book Club
- Bingo
- Kick line
- Bunco
- Ladies Self Defense classes
- Zumba
- Chess
- Move to Music
- Mahjong
- Dominos
- Rumi Kub
- Sit and Dance
- Cards
- Trivia
- Ballroom Dancing
- Aqua Zumba

GRAND HAVEN ROOM ACTIVITIES							FEBRUARY 2022
TIME	MON 2-14	TUES 2-15	WED 2-16	THURS 2-17	FRI 2-18	SAT 2-19	SUN 2-20
8:00-9:00	Ballet 7:50-8:50	Ballet 8:00-9:30	Ballet 7:50-8:50	Ballet 8:00-9:20	Kick Line 7:50-8:50		
9:00-10:00	Zumba 9:00-9:50		Move To Music 9:00-10:00	Zumba 9:30-10:20	Move to Music 9:00-9:50	Pilates 8:45-10:00	
10:00-11:00	Tai Chi 10:10-10:55	Table Tennis 10:00-12:00	Table Tennis 10:15-1:00	Table Tennis 10:30-12:30	Tai Chi 10:10-10:55	Zumba 10:10-11:00	
11:00-12:00	Tai Chi 11:10-11:55				Tai Chi 11:10-11:55		
12:00-1:00							
1:00-2:00	Open Play 1:00-4:00 Mahjong	Paula F's Group (Private Group) 3 tables With pads		Rummikub 1:00-4:00 (Private Group) 2 Tables	Open Play 1:00-4:00		
2:00-3:00	Chess Bridge						
3:00-4:00							
4:00-5:00							
5:00-6:00			Trivia Night 5:00-7:00		Table Tennis 5:00-6:30 Private Group		
6:00-7:00							Ballroom Dancing 6:00-7:00
7:00-8:00							

CREEKSIDE ACTIVITIES							FEBRUARY 2022
TIME	MON 2-14	TUES 2-15	WED 2-16	THURS 2-17	FRI 2-18	SAT 2-19	SUN 2-20
8:00-9:00			7:30 NCAGC				
9:00-10:00	Yoga 9:30-11:00	Fine Meeting 8:00 Yoga 9:30-10:30	9:00 MADC	Yoga 8:30-9:30			
10:00-11:00		(Outside)	MADC	Yoga 10:00-11:30			
11:00-12:00			MADC				
12:00-1:00					12:00-5:00 GHWAA		
1:00-2:00	Mahjong 1:00-4:00	ADC Meeting 1:00-2:00	Mexican Train 1:00-4:00 4 Tables	Mahjong 1:00-4:00 (Private Group) 4 Tables/Pads	12:00-5:00 GHWAA		
2:00-3:00	(Private Group) 3 Table outside 4 Tables inside	Private Party 1:00-5:00 Pool/Pickleball Volleyball Basketball Veranda			12:00-5:00 GHWAA		Hearts 2:00-4:00 (Private Group) 3 tables/pads
3:00-4:00	Book Club 3:00-5:00 (Private Group)				12:00-5:00 GHWAA		
4:00-5:00					12:00-5:00 GHWAA		
5:00-6:00							
6:00-7:00	Mahjong 6:00-8:00 3 Tables						
7:00-8:00							

**Sample of Resident Eblasts**

Community & Beginner Community Pickleball



**Community PICKLEBALL**  
Monday - Saturday 8:00 am - 12:00 pm

**Beginner Community Pickleball**  
Tuesday & Friday 3:30 pm - 6:30 pm Court 1  
Beginner Level Open Play  
No instructor provided

Made with PosterMyWall.com

Grand Haven Fitness Activities

# Water Aerobics

**Village Center Pool**

Monday: 10:00-11:00  
Tuesday: 10:00-11:00  
Wednesday: 10:00-11:00  
Thursday: 10:00-11:00  
Friday: 10:00-11:00

**Creekside Pool**

Monday: 8:00-10:00  
Tuesday: 8:00-10:00  
Wednesday: Aqua Zumba 10:00  
Thursday: 8:00-10:00  
Friday: 8:00-10:00



## Tiki Hut Survey Results Recap

Here are the direct results from the survey:

### Constant Contact Survey Results

**Campaign Name:** Untitled Survey Pages Created 2021/10/29, 12:27:11 PM

**Survey Starts:** 1078

**Survey Submits:** 420

**Export Date:** 02/15/2022 11:46 AM

#### MULTIPLE CHOICE

How would you like to see the Tiki Hut utilized?

Answer Choice	0%	100%	Number of Responses	Responses Ratio
Offer food and beverage service.			332	79%
Open the area up and install two BBQ grills for the residents to use			9	2%
Convert to activity center including, ping pong tables, pool table, TV's, etc...			34	8%
Remove the Tiki Hut completely and make room for more tables, chairs, and lounges			45	10%
<b>Total Responses</b>			<b>420</b>	<b>100%</b>

#### MULTIPLE CHOICE

What season you would most likely order food and beverages from the Tiki Hut.

Answer Choice	0%	100%	Number of Responses	Responses Ratio
I do not plan to patronize the Tiki Hut			67	16%
Spring and Summer season			131	31%
Winter season			17	4%
Year around			203	48%
<b>Total Responses</b>			<b>418</b>	<b>100%</b>

#### MULTIPLE CHOICE

What times would you most likely patronize the Tiki Hut?

Answer Choice	0%	100%	Number of Responses	Responses Ratio
I do not plan to patronize the Tiki Hut.			67	16%
Happy hour only			33	7%
Noon-6:00pm			132	31%
11:00am-7:00pm			183	44%
<b>Total Responses</b>			<b>415</b>	<b>100%</b>

# EXHIBIT 2



**GRAND HAVEN  
COMMUNITY DEVELOPMENT DISTRICT  
FY2021/2022 CAPITAL IMPROVEMENT PLAN PROJECT TRACKER  
2/8/2022**

Line	Type	Description	Location	Budgeted Cost	Approved Cost	Additional Change \$ (+/-)	Invoiced Amount	Tentative Start Date	Comments/Notes
1	E	Concrete Curbing Replacement Plan	Community Wide	100,000	56,990		56,990		Proposal received for next round of repairs
2	C	Sidewalk Replacement Plan-materials only	Community Wide	50,000	14,596		14,596		Creating list for next round of repairs
3	RES	Paving Project: The Crossings, Village Center North/South Parking Lots	Village Center	272,000	198,950	(73,050)			In progress
4	E	Village Center North-Parking Lot Expansion - 1x cost to construct	Village Center	250,000	-				Pending engineering revisions
5	E	Phase 3 Bathroom Renovation	Village Center	150,000	-				Waiting for revised proposals from the plumber and tile contractor
6	E	Additional Trailer	Maintenance Equipment	5,000	-				In progress
7	E	Planned-Pool Heater Replacements (4)	Creekside/Village Center	45,000	25,940	(19,060)	25,940		4 units replaced at Village Center
8	E	Planned-Street Light Replacement (10)	Community Wide	60,000	-				Creating priority list
9	E	High Speed Commercial Copier / Scanner / Printer-Replacement	CDD Office	11,425	1,073				Printer delivered and installed at Village Center office
10	E	Landscape Projects	Community Wide	100,000	14,271		14,271		In progress
11	C	Firewise Projects	Crossings	30,000	12,300		12,300		In progress
12			<b>Total Capital Projects for FY 2022</b>	<b>1,073,425</b>	<b>324,120</b>	<b>(92,110)</b>	<b>124,097</b>		
13									
14			<b>FY2020/2021 Carryover Projects</b>						
15	E	Croquet Court Expansion - Cost for Shade Canopies, etc.		20,000	15,500		15,500		Complete and open for resident use. Canopies on order
16	E	Pickleball Expansion		30,000	35,020	5,020	35,020		Complete and open for resident use. Canopies on order
17	RES	Rubber Tile Flooring - Creekside Fitness Center		8,600	8,600	(8,600)			Waiting for revised proposal
18	E	Phase 2 Village Center Bathroom Renovation			2,120	2,120	2,120		4 doors ordered, delivery delayed until March 2022
19	C	Crossings Curb and Gutter Repair			84,547	84,547	84,547		Complete
20	C	Concrete Curbing Repair Allowance - CDD Property							
21			<b>Total Carryover Projects from prior year</b>	<b>58,600</b>	<b>145,787</b>	<b>83,087.12</b>	<b>137,187</b>		
22			<b>GRAND HAVEN Total</b>	<b>1,132,025</b>	<b>469,907</b>	<b>(9,022.88)</b>	<b>261,284</b>		

**Type**  
C Critical  
E Essential  
R Request  
RES Reserve Study

Budgeted cost	This amount is adopted at the public hearing. Board must approve projects
Approved cost	This amount is a refined/actual number based upon either estimates or proposals This could involve a contingency amount, usually a NTE amount.
Change \$ (+/-)	This is an amount above or below the approved amount. Sometimes referred to as a change order amount.
Invoiced Amount	This is the actual invoiced amount and should match the Approve/Change amount

# EXHIBIT 3



## Operations Manager's Report – February 24th, 2021

### ○ DISTRICT ENGINEERING SERVICES

- For the past two months, the Grand Haven community has been without engineering services.
- Many projects were put on hold due to this loss of service.
- The District has currently entered into a temporary agreement for engineering services to continue with the projects that were recently put on hold.
- Operations has scheduled an appointment with the District Engineer to review and continue the following projects:
  - Traffic safety solutions for crosswalks at both the Village Center and the intersection at Creekside and Marlin Drive.
  - A review of the recent paving project will be completed and certified by the engineer.
  - The permitting process for the approved North parking lot and evaluations of pond bank erosions will be reviewed.

### ○ CURB AND GUTTER REPAIRS

- The recent lists of curb and gutter repairs in the Crossings and the main area of Grand Haven have been completed.
- A proposal has been received for the next round of repairs and will be presented to the Board for review and approval.

Barry Kloptosky • Operations Manager  
Grand Haven CDD  
2 N. Village Pkwy  
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# GRAND HAVEN



## COMMUNITY DEVELOPMENT DISTRICT

### ○ ROAD RESURFACING PROJECT

- Crossings and Village Center South parking lot resurfacing has been completed.
- The line painting for the Village Center South parking lot has been scheduled for February 17<sup>th</sup>, 2022.
- The District Engineer is scheduled to do a final evaluation walkthrough of this project on Tuesday February 22<sup>nd</sup>, 2022.
- Once any punch list items are completed, the District Engineer will issue a final certification of the project.

### ○ POND BANK EROSION

- Eight locations are currently being evaluated for pond bank repairs.
- Once a proposal for repair has been received, it will be presented to the Board for review and consideration.

### ○ CDD OFFICE NETWORK/SECURITY UPGRADES

- Phase 1 upgrades nearing completion.
- Phase 2 upgrades in progress.

### ○ CONSTRUCTION OF TWO NEW PICKLEBALL COURTS AT VILLAGE CENTER

- Courts complete and open for resident use.
- Canopies on order. Waiting for scheduled installation date.

### ○ CONSTRUCTION OF NEW CROQUET COURTS AT CREEKSIDE

- Courts complete and open for resident use.
- Canopies on order. Waiting for scheduled installation date.

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# GRAND HAVEN



## COMMUNITY DEVELOPMENT DISTRICT

### ○ CREEKSIDE FISHING PIER REPAIRS

- For safety reasons, the Creekside fishing pier has been closed for repairs.
- Materials have been delivered.
- Structural repairs completed by staff.
- Decking material installation completed by staff.
- Posts and railing installation in progress by staff.

### ○ PHASE II VILLAGE CENTER BATHROOM RENOVATIONS

- Project has been completed with the exception of the 4 interior doors.
- The doors had to be returned and reordered because they were incorrect.
- We are currently waiting for a scheduled date for delivery.

### ○ PHASE III VILLAGE CENTER BATHROOM RENOVATIONS

- Proposals for Phase III, which include plumbing, tile, and shower renovations, have been received.
- Due to rising costs of materials, as well as supply restrictions, there have been numerous cost increases.
- The Operations Manager is in discussions with the contractors reviewing and modifying the scope of work for Phase III in an effort to help reduce the increased costs.
- Once the discussions are completed, a Phase III cost proposal will be presented to the Board for review and consideration.

### ○ PLANNED POOL HEATER REPLACEMENT

- 4 New AquaCal heating units installed at the Village Center.

Barry Kloptosky • Operations Manager  
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# GRAND HAVEN



## COMMUNITY DEVELOPMENT DISTRICT

### ○ FISH KILL IN POND 37

- A fish kill occurred on October 23<sup>rd</sup>, 2021, in Pond 37 which is located behind Eastlake Drive, Hidden Lake Way, and Southlake Drive.
- The fish restocking has been completed on February 10<sup>th</sup>, 2022.
- A proposal for the addition of aeration to Pond 37 has been submitted to the Board for their review and consideration.

### ○ CAFÉ KITCHEN EXHAUST FAN REPLACEMENT

- The exhaust fan unit mounted on the flat roof above the café kitchen has failed.
- A new unit is on order, and it will be replaced as soon as possible.

### ○ ADDITIONS TO FIELD STAFF

- One of two the recently approved field staff positions has been filled.
- Currently reviewing resumes to fill the second position as soon as possible.

### ○ DAMAGE TO WILD OAKS GATE

- Recently a delivery truck attempted to enter Wild Oaks through the exit gate and damaged the gate in the process.
- Staff was able to straighten the gate enough for temporary use.
- A new gate has been ordered and will be installed as soon as production is completed.
- The individual responsible for the damage has been identified and will be reimbursing the District for the cost of damage repair.

Barry Kloptosky • Operations Manager  
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# EXHIBIT 4



## **GRAND HAVEN MEETING ATTORNEY REPORT LIST (2/17/22)**

### **1. District Engineer**

An interim Engineering Agreement has been provided to Kimley-Horn and is undergoing minor changes requested. The agenda contains the proposed RFQ document for further selection action required by statute.

### **2. Post Orders**

This has been forwarded to staff for further input.

### **3. Public Roads**

The research project on this matter on ongoing.

### **4. Amenity Rules**

The current rules have been provided to staff for further input.

# EXHIBIT 5

## GRAND HAVEN MEETING AGENDA MATRIX

<b>January 2022</b>	<b>Workshop 01/06</b>	<ul style="list-style-type: none"> <li>• <b>Long Term Capital Planning:</b> <ul style="list-style-type: none"> <li>○ LTP Financial Outlook                             <ul style="list-style-type: none"> <li>▪ O&amp;M-5 year</li> <li>▪ Capital Reserve-10 year</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <i>Begin to monetize the LTCP with the help of Kevin, DM, and Operations Manager. Goal is to bring this back in draft form at February Workshop.</i></li> <li>• <i>Operations Manager's input to the Long-Term New due date: 01/07/2022. Will incorporate this input and include as update at 02/03/2022 workshop.</i></li> </ul>
	<b>Regular Meeting: 01/20</b>	<p><b>Regular Meeting Agenda Items:</b></p> <ul style="list-style-type: none"> <li>• <b>Staff Reports</b></li> <li>• <b>Consent Agenda Items:</b> <ul style="list-style-type: none"> <li>○ <del>Meeting Minutes</del></li> </ul> </li> <li>• <b>Business Items:</b> <ul style="list-style-type: none"> <li>○ <i>Consideration of Emergency Debris Removal RFP for noticing.</i></li> <li>○ <i>Appoint David McInnes as Asst. Secretary</i></li> </ul> </li> <li>• <b>Long Term Capital Planning:</b> <ul style="list-style-type: none"> <li>○</li> </ul> </li> </ul>	

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# GRAND HAVEN MEETING AGENDA MATRIX

<b>February 2022</b>	<b>Workshop 02/10</b>	<ul style="list-style-type: none"> <li>• <b>Long Term Capital Planning:</b> <ul style="list-style-type: none"> <li>○ LTP Financial Outlook                             <ul style="list-style-type: none"> <li>▪ Finalize O&amp;M-10 year</li> <li>▪ Continue discussion on the LTCP</li> </ul> </li> <li>○ 2023 Budget and Assessment Outlook</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Continue to monetize and project costs for LTCP</li> <li>• Board review all LTCP ideas from the revised sheet with the Operations Managers input, and decide which projects stay and which will be removed. .</li> </ul>
	<b>Regular Meeting: 02/24</b>	<p><b>Regular Meeting Agenda Items:</b></p> <ul style="list-style-type: none"> <li>• <b>Staff Reports</b></li> <li>• <b>Consent Agenda Items:</b> <ul style="list-style-type: none"> <li>○ Unaudited Financials as of 1/2022 (will include info from 12/2021 not considered last meeting--new)</li> <li>○ Minutes for 1/6/2022 Workshop—new</li> <li>○ Minutes for 1/20/2022 Regular Meeting--new</li> </ul> </li> <li>• <b>Business Items:</b> <ul style="list-style-type: none"> <li>○ Consideration of Curb and Gutter needs--new</li> <li>○ Consideration of Lake Bank Repairs—new</li> <li>○ Approval of RFQ for District Engineer--new</li> <li>○ Resolution for Treasurer—new (in file)</li> <li>○ Continued Discussion of Long Term Capital Planning (moved from 2/10 workshop agenda)</li> <li>○ Appoint Supervisor to draft Resident Survey Questionnaire in advance of open workshop/townhall (moved from 1/20 Regular Board agenda).</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Continue to monetize and project costs for LTCP</li> <li>• Board review all LTCP ideas from the revised sheet with the Operations Managers input, and decide which projects stay and which will be removed. .</li> <li>• District Management recommends that Board appoint Supervisor Polizzi to assist David McInnes (Assistant DM) in drafting a resident survey, with the assistance of John Lucansky, using Survey Monkey. They will report back to the Board during the March Regular Board meeting with recommended dates for an eblast to residents and a realistic date of when results will be ready for Board discussion.</li> </ul>

## GRAND HAVEN MEETING AGENDA MATRIX

March 2022	<p><b>Workshop</b> 03/03</p>	<ul style="list-style-type: none"> <li>• <b>Long Term Capital Planning Continued and select projects for inclusion in FY 2023 proposed budget</b></li> <li>• <b>Discussion of Staffing Issues—carryover from 2/10/2022 workshop</b></li> <li>• <b>Finalize O&amp;M projections, especially focusing on FY 2023 Proposed Budget</b></li> <li>• <b>Presentation regarding gate option</b></li> <li>• <b>Discussion on bathrooms</b></li> <li>• <b>Discussion on parking lot expansion</b></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Continue to monetize projections and project costs for LTCP by reviewing all LTCP ideas from the revised sheet with the Operations Managers input, and decide which projects stay and which will be removed.</i></li> <li>• <i>Conclude monetizing O&amp;M projections</i></li> <li>• <i>DM to begin work on PowerPoint Presentation for LTCP and 2022/2023 for the Budget</i></li> <li>• <i>Barry/Vanessa checking on vendor availability</i></li> </ul>
	<p><b>Regular Meeting:</b> 03/17</p>	<p><b>Regular Meeting Agenda Items:</b></p> <ul style="list-style-type: none"> <li>• <b>Staff Reports</b></li> <li>• <b>Consent Agenda Items:</b> <ul style="list-style-type: none"> <li>○ Meeting Minutes</li> <li>○ Unaudited Financials</li> </ul> </li> <li>• <b>Business Items:</b> <ul style="list-style-type: none"> <li>○ Consideration of Gate Options--new</li> </ul> </li> <li>• <b>Review Draft of FY 2023 Proposed Budget (O&amp;M plus Capital Projects)</b></li> <li>• <b>Long Term Capital Planning for 2024 and beyond Continued—if needed</b></li> <li>• <b>Other</b> <ul style="list-style-type: none"> <li>○ Discussion regarding Resident Survey</li> <li>○ Set a date for a Townhall style Workshop with the Residents from 9A-12 noon (moved from 1/20 Regular Board agenda)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <i>Finalize any outstanding issues with FY 2023 Proposed Budget</i></li> <li>• <i>Consideration of realistic dates for survey to be sent to residents and when results will be ready for discussion</i></li> </ul>

## GRAND HAVEN MEETING AGENDA MATRIX

<b>April 2022</b>	<b>Workshop 04/07</b>	<ul style="list-style-type: none"> <li>• <b>Long Term Capital Planning 2024 and beyond Continued</b></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Target the final monetized LTCP revisions.</i></li> </ul>
	<b>Regular Meeting: 04/21</b>	<p><b>Regular Meeting Agenda Items:</b></p> <ul style="list-style-type: none"> <li>• <b>Staff Reports</b></li> <li>• <b>Consent Agenda Items:</b></li> <li>• <b>Business Items:</b> <ul style="list-style-type: none"> <li>○ <i>Approve Proposed FY 2023 Budget</i></li> <li>○ <i>Approve FY 2023 Calendar</i></li> <li>○ <i>Consideration of Amenity Policy Changes</i></li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <i>1<sup>st</sup> draft of the 2023 Budget for discussion</i></li> <li>• <i>Consider approving 2023 Budget (can be no later than May19th)</i></li> <li>• <i>These could be adopted in August at a Public Hearing.</i></li> </ul>

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## GRAND HAVEN MEETING AGENDA MATRIX

<b>May 2022</b>	<b>Workshop 05/05</b>	<ul style="list-style-type: none"> <li>• <b>Long Term Capital Planning 2024 and beyond Continued</b></li> <li>• <b>Make any changes to Proposed FY 2023 Budget if not considered during 4/21 Regular Meeting</b></li> <li>• <b>Discussion of Communications Needs—follow-up from 1/20/2022 Regular Meeting</b></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Target the final monetized LTCP revisions.</i></li> <li>• <i>Final version of FY 2023 Budget on May 19<sup>th</sup> unless approved on 4/21</i></li> </ul>
	<b>Regular Meeting: 05/19</b>	<p><b>Regular Meeting Agenda Items:</b></p> <ul style="list-style-type: none"> <li>• <b>Staff Reports</b></li> <li>• <b>Consent Agenda Items:</b></li> <li>• <b>Business Items:</b> <ul style="list-style-type: none"> <li>○ <i>Approved Proposed FY2023 Budget—if not done on 4/21</i></li> <li>○ <i>Approve FY 2023 Calendar—if not done on 4/21</i></li> <li>○ <i>Consideration of Post Order Changes (moved from 1/20 Regular Board agenda)</i></li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <i>These could be adopted in August at a Public Hearing.</i></li> </ul>



## GRAND HAVEN MEETING AGENDA MATRIX

<b>June 2022</b>	<b>Workshop 06/02</b>	<ul style="list-style-type: none"> <li>• <b>Long Term Capital Planning Continued:</b> <ul style="list-style-type: none"> <li>○ Possible Townhall with Residents</li> </ul> </li> <li>• <b>Presentations:</b> <ul style="list-style-type: none"> <li>○ <u>Louise Leister/Chuck Libby: Oak Tree Management (supervisor's questions)</u> (moved from 2/24 meeting)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Target the final monetized LTCP revisions.</li> <li>• Charge for Chuck Libby is \$300 for 1.5 hours. Anything in excess is \$175 per hour.</li> </ul>
	<b>Regular Meeting: 06/16</b>	<p><b>Regular Meeting Agenda Items:</b></p> <ul style="list-style-type: none"> <li>• Staff Reports</li> <li>• Consent Agenda Items:</li> <li>• Business Items:</li> </ul>	

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# GRAND HAVEN MEETING AGENDA MATRIX

<b>July 2022</b>	<i>Workshop None</i>		
	<i>Regular Meeting: 07/21</i>	<i>Regular Meeting Agenda Items:</i> <ul style="list-style-type: none"><li>• <i>Staff Reports</i></li><li>• <i>Consent Agenda Items:</i></li><li>• <i>Business Items:</i></li></ul>	

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## GRAND HAVEN MEETING AGENDA MATRIX

<b>August 2022</b>	<b>Workshop 08/04</b>	<ul style="list-style-type: none"> <li>• <b>Presentations:</b> <ul style="list-style-type: none"> <li>○ <i>Solitude—Supervisor’s Questions</i></li> </ul> </li> </ul>	
	<b>Regular Meeting: 08/18</b>	<p><b>Regular Meeting Agenda Items:</b></p> <ul style="list-style-type: none"> <li>• <b>Staff Reports</b></li> <li>• <b>Consent Agenda Items:</b></li> <li>• <b>Business Items:</b></li> </ul> <p><b>Budget and Assessment Public Hearing</b></p>	

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BOARD OF SUPERVISOR’S TOP 10 BUSINESS GOALS	NOTES
1. Board Accountability, Code of Conduct, Meeting Efficiency	Continue to work on Board’s roles and responsibilities, meeting efficiency

## GRAND HAVEN MEETING AGENDA MATRIX

2. Staffing Levels for Future Needs, Job Descriptions-Field Workers	Assistant Operations Manager-TBD
3. Budget, Debt and Assessments	Completed for FY2022
4. Improve Communications	Townhall date for discussions Long Term Planning to be set in March, 2022
5. 2-5-year Capital Planning	Sidewalks, Crosswalks, Speed Control, Parking, Amenity Expansion, Trees
6. Health, Safety and Security of Grand Haven Residents	A work in progress, Board continues to discuss many related topics
7. External District Resources, Consultants, Intergovernmental Relations	City/County Relations, Enforcement Agencies, Chairman, DM, Ops. Mgr.
8. Stormwater/Pond Management	A work in progress, DE/Operations Manager, scope and proposals
9. Other Funding Sources, Grants	Grant Writing Consultant has been discussed, no further action at this time
10. Update Technology / Access Control, Resident Directory, CRM	Website upgrades, project management, gate cell access




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# EXHIBIT 6

# Grand Haven Community Development District

Financial Statements  
(Unaudited)

Period Ending  
January 31, 2022



**Grand Haven CDD**  
**Balance Sheet**  
**January 31, 2022**

	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Total</u>
BU OPERATING	\$ 3,295,859	\$ 1,489,685	\$ 4,785,544
BU DEBIT CARD	20,041		20,041
SUNTRUST DEBIT CARD	-		-
SUNTRUST OPERATING	4,000		4,000
SBA 161601A	6,987		6,987
CENTENNIAL BANK - 0829	-		-
FINEMARK MMA	1,921,302		1,921,302
CENTENNIAL BANK	-		-
INTRACOASTAL BANK	-		-
IBERIA BANK MMA	127		127
FINEMARK ICS	-	-	-
	-		-
ON ROLL ASSESSMENTS RECEIVABLE	210,697	46,284	256,980
ACCOUNTS RECEIVABLE	5,442		5,442
A/R WATER BILLS	1,160		1,160
DUE FROM OTHER	-	735,576	735,576
DEPOSITS	110		110
<b>TOTAL ASSETS</b>	<b><u>\$ 5,465,724</u></b>	<b><u>\$ 2,271,545</u></b>	<b><u>\$ 7,737,269</u></b>
<b><u>LIABILITIES:</u></b>			
ACCTS PAYABLE	\$ 66,758	\$ -	\$ 66,758
DUE TO OTHER	735,576		735,576
DEFERRED REVENUE	210,697		210,697
DEFERRED REVENUE SRF	72,870	46,284	119,153
<b><u>FUND BALANCE:</u></b>			
NONSPENDABLE:			
PREPAID AND DEPOSITS	110		110
ASSIGNED:			
3 MONTH WORKING CAPITAL	945,505	356,637	1,302,142
DISASTER	750,000		750,000
FUTURE CAPITAL IMPROVEMENTS	-	1,069,910	1,069,910
UNASSIGNED:	2,684,318	798,715	3,483,033
TOTAL FUND BALANCE	4,379,823	2,225,262	6,605,085
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b><u>\$ 5,465,724</u></b>	<b><u>\$ 2,271,545</u></b>	<b><u>\$ 7,737,269</u></b>

**GRAND HAVEN CDD**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2021 through January 31, 2022**

	Adopted Budget	Year To Date	Current Month	% of Budget
<b>REVENUES</b>				
ASSESSMENT ON-ROLL (Net)	\$ 3,559,266	\$ 3,348,569	\$ 3,348,569	94%
REUSE WATER	23,166	5,408	-	23%
GATE & AMENITY GUEST	8,000	3,685	1,033	46%
TENNIS	500	37	37	7%
ROOM RENTALS	500	1,253	-	251%
INTEREST & MISCELLANEOUS	23,676	4,865	4,281	21%
ASSESSMENT LEVY - ESCALANTE FUND	8,281	7,792	7,792	94%
<b>TOTAL REVENUES</b>	<b>3,623,389</b>	<b>3,371,609</b>	<b>3,361,712</b>	<b>93.05%</b>
<b>EXPENDITURES</b>				
<b>ADMINISTRATIVE</b>				
Supervisors - regular meetings	12,000	4,000	1,000	33%
Supervisor - workshops	9,000	3,000	1,000	33%
District Management Services				
District management	39,125	13,042	3,260	33%
Administrative	10,400	3,467	867	33%
Accounting	21,475	7,158	1,790	33%
Assessment roll preparation	9,450	3,150	788	33%
Disclosure report				
Arbitrage rebate calculation				
Office supplies	1,000	1,251	661	125%
Postage	3,000	-	-	0%
Trustee				
Audit	11,300			0%
Legal - general counsel	103,000	20,543	8,123	20%
Engineering	30,000	5,504	616	18%
Legal advertising	5,200	1,495	-	29%
Bank fees	1,500	403	147	27%
Dues & licenses	175	175	-	100%
Property taxes	2,400	2,087	-	87%
Tax collector				
Contingencies	500	264	70	53%
<b>TOTAL ADMINISTRATIVE</b>	<b>259,525</b>	<b>65,539</b>	<b>18,322</b>	<b>25%</b>
<b>INFORMATION AND TECHNOLOGY</b>				
IT support	26,670	13,189		49%
Village Center and Creekside telephone & fax	6,546	2,185	543	33%
Cable/internet-village center/creekside	9,782	3,565	289	36%
Wi-Fi for gates	4,894	1,960	432	40%
Landlines/hot spots for gates and cameras	26,400	10,094	2,496	38%
Cell phones	7,282	2,357	660	32%
Website hosting & development	1,515	758	379	50%
ADA website compliance	210	210	-	100%
Communications: e-blast	500	-	-	0%
<b>TOTAL INFORMATION AND TECHNOLOGY</b>	<b>83,799</b>	<b>34,317</b>	<b>4,799</b>	<b>41%</b>
<b>INSURANCE</b>				
Insurance: general liability & public officials	11,935	11,935	-	100%
Insurance: property	76,435	76,533	-	100%
Insurance: auto general liability	3,153	3,153	-	100%
Flood insurance	3,600	-	-	0%
<b>TOTAL INSURANCE</b>	<b>95,123</b>	<b>91,621</b>	<b>-</b>	<b>96%</b>
<b>UTILITIES</b>				
Electric				
Electric services - #12316, 85596, 65378	5,200	1,647	833	32%
Electric- Village Center - #18308	31,500	9,189	2,503	29%

**GRAND HAVEN CDD**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2021 through January 31, 2022**

	Adopted Budget	Year To Date	Current Month	% of Budget
Electric - Creekside - #87064, 70333	21,500	6,994	2,315	33%
Street lights <sup>1</sup>	20,000	6,975	3,116	35%
Propane - spas/café	40,600	16,741	7,227	41%
Garbage - amenity facilities	15,200	3,664	977	24%
Water/sewer				
Water services <sup>2</sup>	115,000	36,941	9,508	32%
Water - Village Center - #324043-44997	13,500	3,689	1,065	27%
Water - Creekside - #324043-45080	7,300	1,884	564	26%
Pump house shared facility	15,500	1,953		13%
<b>TOTAL UTILITIES</b>	<b>285,300</b>	<b>89,677</b>	<b>28,107</b>	<b>31%</b>
<b>FIELD OPERATIONS</b>				
Stormwater system				
Aquatic contract	51,438	16,232	4,058	32%
Aquatic contract: lake watch	4,076	1,413	353	35%
Aquatic contract: aeration maintenance	4,000	608		15%
Lake bank spraying	6,128	-		0%
Stormwater system repairs & maintenance	15,000	-		0%
Property maintenance				
Horticultural consultant	9,600	3,200	800	33%
Landscape enhancement				
Landscape repairs & replacement	20,000	2,312		12%
Landscape maintenance contract services	585,814	195,271	48,818	33%
Landscape maintenance: croquet	50,800	16,944	4,233	33%
Tree maintenance (Oak tree pruning)	35,000	20,900	2,500	60%
Optional flower rotation	20,000			0%
Irrigation repairs & replacement	22,000	9,600		44%
Roads & bridges repairs	15,000			0%
Sidewalk repairs & replacement				
Street light maintenance	15,000	432		3%
Vehicle repairs & maintenance	5,000	2,904	294	58%
Office supplies: field operations	14,000	5,091	631	36%
Holiday lights	9,000	3,568		40%
CERT operations	500	114		23%
Community maintenance	98,040	48,585	9,659	50%
Storm clean-up	26,000	-	-	0%
Miscellaneous contingency	4,000	-	-	0%
<b>TOTAL FIELD OPERATIONS</b>	<b>1,010,396</b>	<b>327,174</b>	<b>71,347</b>	<b>32%</b>
<b>STAFF SUPPORT</b>				
Payroll	607,333	184,398	55,777	30%
Merit pay/bonus	25,000	2,138		9%
Payroll taxes	79,257	12,801	3,021	16%
Health insurance	106,000	20,968	500	20%
Insurance: workers' compensation	30,000	12,055		40%
Payroll services	6,250	1,668	524	27%
Mileage reimbursement	2,750	-		0%
Vehicle Allowance	14,000	-	-	0%
<b>TOTAL STAFF SUPPORT</b>	<b>870,590</b>	<b>234,028</b>	<b>59,822</b>	<b>27%</b>
<b>AMENITY OPERATIONS</b>				
Amenity Management	592,786	197,595	49,399	33%
A/C maintenance and service	3,900			0%
Fitness equipment service	7,500	455		6%
Music licensing	3,520	3,757		107%
Pool/spa permits	875			0%
Pool chemicals	15,500	5,130	1,311	33%

**GRAND HAVEN CDD**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2021 through January 31, 2022**

	Adopted Budget	Year To Date	Current Month	% of Budget
Pest control	3,900	615	135	16%
Amenity maintenance	110,000	100,093	17,167	91%
Special events	10,000	1,500	300	15%
<b>TOTAL AMENITY</b>	<b>747,981</b>	<b>309,144</b>	<b>68,312</b>	<b>41%</b>
<b>SECURITY</b>				
Gate access control staffing	204,375	71,350	15,858	35%
Additional guards	8,000	301	301	4%
Guardhouse facility maintenance	16,000	1,890	365	12%
Gate communication devices	21,000	3,179		15%
Gate operating supplies	16,000	14,352	2,303	90%
Fire & security system	5,300	1,240	522	23%
<b>TOTAL SECURITY</b>	<b>270,675</b>	<b>92,312</b>	<b>19,349</b>	<b>34%</b>
<b>TOTAL EXPENDITURES</b>	<b>3,623,389</b>	<b>1,243,814</b>	<b>270,057</b>	<b>34%</b>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		2,127,795		
FUNDS TRANSFER EXPENSE		(1,721,111)		
FUND BALANCE - BEGINNING		3,973,139		
<b>FUND BALANCE ENDING</b>		<b>4,379,823</b>		
<b>ANALYSIS OF FUND BALANCE</b>				
DISASTER		750,000		
3 MONTHS WORKING CAPITAL		945,505		
UNASSIGNED		2,684,318		
<b>FUND BALANCE - ENDING</b>		<b>\$ 4,379,823</b>		

**GRAND HAVEN CDD**  
**SPECIAL REVENUE FUND - INFRASTRUCTURE REINVESTMENT**  
**Statement of Revenue, Expenses and Changes in Fund Balance**  
**For the period from October 1, 2021 through January 31, 2022**

	<u>Adopted Budget</u>	<u>Year To Date</u>	<u>Current Month</u>	<u>% of Budget</u>
<b>REVENUE</b>				
SPECIAL ASSESSMENTS - ON ROLL (NET)	\$ 781,860	\$ 735,576	\$ 735,576.48	94%
DISCOUNT (ASSESSMENTS)	-			
INTEREST REVENUE	5,500	-	-	
<b>TOTAL REVENUE</b>	<u>787,360</u>	<u>735,576</u>	<u>735,576.48</u>	<u>94%</u>
<b>EXPENDITURES</b>				
GENERAL INFRASTRUCTURE REPLACEMENT	1,082,025	231,426	7,376	21%
<b>TOTAL EXPENDITURES</b>	<u>1,082,025</u>	<u>231,426</u>	<u>7,376</u>	<u>21%</u>
<b>EXCESS OF REVENUE OVER (UNDER) EXP.</b>	<b>(294,665)</b>	<b>504,151</b>	<b>728,201</b>	
<b>OTHER FINANCING SOURCES (USES)</b>				
BOND PROCEEDS	-	-		
TRANSFER IN (OUT)	1,721,211	1,721,111	1,721,111	
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>1,721,211</u>	<u>1,721,111</u>	<u>1,721,111</u>	
FUND BALANCE BEGINNING	-	-		
NET CHANGE IN FUND BALANCE	1,426,546	2,225,262		
<b>FUND BALANCE - ENDING</b>	<u>\$ 1,426,546</u>	<u>\$ 2,225,262</u>		
Analysis of Fund Balance				
Committed: Future Capital Improvements		1,069,910		
Assigned: 3 months working capital		356,637		
Unassigned		798,715		
<b>FUND BALANCE - ENDING</b>		<u>\$ 2,225,262</u>		

# EXHIBIT 7

1 **MINUTES OF MEETING**

2 **GRAND HAVEN**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Workshop Meeting of the Board of Supervisors of the Grand Haven Community Development  
5 District was held on Thursday, January 6, 2022 at 9:05 a.m. in the Grand Haven Room, at the Grand Haven  
6 Village Center, 2001 Waterside Parkway, Palm Coast, Florida 32137.

7 **FIRST ORDER OF BUSINESS – Call to Order/Roll Call**

8 Mr. McInnes called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10	Chip Howden	Board Supervisor, Chairman
11	Kevin Foley	Board Supervisor, Vice Chairman
12	Michael Flanagan	Board Supervisor, Assistant Secretary
13	John Polizzi	Board Supervisor, Assistant Secretary
14	Dr. Merrill Stass-Isern	Board Supervisor, Assistant Secretary

15 Also present were:

16	Howard “Mac” McGaffney	District Manager, DPFPG Management & Consulting
17	David McInnes	District Manager, DPFPG Management & Consulting
18	Barry Kloptosky	CDD Operations Manager
19	Donna McGevna	Resident
20	Debra Krause	Resident
21	Veronica Reinhardt	Resident
22	Mike Clark	Resident
23	Brad Douglas	Resident
24	Pat Malak	Resident
25	Tom Lutz	Resident
26	Jan Bearce	Resident
27	Robert Allen	Resident
28	Lionel Durkwitz	Resident
29	Arne Herenstein	Resident
30	Mike Ferencich	Resident
31	Dean Tramonano	Resident
32	Beth Wald	Resident
33	Ken McGenva	Resident
34	Joan Arnstein	Resident
35	Peter Sutchiffe	Resident
36	Tom Sheldrake	Resident

37 *The following is a summary of the discussions and actions taken at the January 6, 2022 Grand Haven CDD*  
38 *Board of Supervisors Workshop Meeting.*

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

40 Mr. Howden led all present in reciting the Pledge of Allegiance.

41 Before moving on to the next item, Mr. Howden introduced himself and explained that the Board  
42 was working on long-range plans. He commented positively on the number of audience members  
43 that were attending the meeting and stated that he welcomed input on the plans.

44 Mr. McGaffney introduced himself and Mr. McInnes as District Managers of the District. He  
45 explained that this was a Workshop Meeting and that the Board would not be voting on anything

46 that meeting. Mr. McGaffney additionally addressed confusion regarding unintentional  
47 misinformation and clarified that there would not be any voting at this meeting by the Board related  
48 to closing the Creekside amenity center and gym at this time.

49 **THIRD ORDER OF BUSINESS – Audience Comments** *(limited to 3 minutes per individual)*

50 Resident Donna McGevna recalled that she had been requesting a town hall meeting for an  
51 extended period of time but had been told by multiple Board members that it was unnecessary. She  
52 expressed dissatisfaction with the Board’s level of communication with residents and indicated that  
53 she felt the Board was not focusing on what was important to the community as a whole.

54 Mr. McGaffney noted that the town hall had been discussed by the Board and had been on the  
55 agenda. He stated that he would meet with Ms. McGeyna to further address her concerns.

56 Resident Debra Krause expressed that she would like for cell phones to be able to be used to open  
57 the south gate of the community. Mr. Howden stated that this was part of the long-term plan.

58 Resident Veronica Reinhardt stated that she would like for the District to have a dog park. She  
59 additionally discussed bicycles and motorized bikes being used on the sidewalks and suggested  
60 having trails for residents to walk on.

61 Resident Ken McGevna discussed bond issues and the budget. He stated that there were no  
62 assumptions for future growth, such as taxes or replacement of property, and expressed that he felt  
63 the budget should be redone. He additionally indicated that he would like for the community to  
64 receive information on the budget.

65 Mr. McGaffney clarified that the budget Mr. McGeyna had discussed was for FY 2021 through  
66 2022. He recalled that variances were addressed at a previous meeting and would be included in  
67 the budget for the following fiscal year as well. He added that he was currently working on the  
68 budget and could show Mr. McGeyna later that day.

69 Resident Tom Sheldrake discussed concerns regarding the gym being overcrowded. He  
70 additionally suggested that the CDD rent out a space to hold meetings, rather than use space meant  
71 for residents.

72 Resident John Chism expressed frustration regarding the misinformation Mr. McGaffney had  
73 discussed. He expressed that he felt Wild Oaks was treated as unimportant compared to the rest of  
74 the District. Mr. Chism additionally discussed invasive vegetation that needed to be removed from  
75 around the lakes and ponds of the community. He pointed out that Wild Oaks was not mentioned  
76 in lake and pond control and indicated that he felt the lakes and ponds in Wild Oaks were not well-  
77 maintained.

78 Dr. Merrill stated that she would not regard the notes that residents had seen as misinformation and  
79 explained that the confusion had arisen due to the lack of labels on the notes. She acknowledged  
80 that the Board needed to improve communication with residents and expressed that she wanted  
81 opinions from residents.

82 Resident Joan Arnstein expressed appreciation for the Board’s undertaking of the long-term plan  
83 but mentioned that the Board may have trouble finding a company seeking to expand its real estate  
84 component. She recommended that the Board ensure that they understand the stakeholders’  
85 requirements before coming to solution points.

86 Resident Robert Allen requested clarification on how the Board communicates the agendas to  
87 residents. Mr. McGaffney explained that the agendas were available on the website and noted that  
88 e-blasts were sent out to residents. He added that the Board was looking into surveys and mailers  
89 to better communicate with residents as well. Dr. Merrill recommended that Mr. Allen call the



90 office to ensure that he was on the e-blast list and mentioned that residents were able to attend the  
91 meetings via Zoom.

92 In response to a question from Mr. Allen, Mr. McGaffney explained that voting was only permitted  
93 during Regular Meetings, not Workshop Meetings. He noted that both types of meetings were open  
94 to the public. Mr. Howden clarified that the agendas were posted on the website 7 days in advance  
95 of the meetings. Mr. Foley noted that e-blasts summarizing proceedings were not sent out for  
96 Workshop Meetings, with this only being the case for Regular Meetings.

97 Mr. McGaffney explained that the meeting minutes contained a list of actionable items to clearly  
98 communicate what was being worked on to residents.

99 Mr. Polizzi noted that there were two e-blast lists, one for the CDD and operations of the  
100 community, and one for the amenity center. He recommended that residents check to see if they  
101 are on both e-blast lists.

102 Resident Jan Bearce expressed that she felt any closure or reallocation of facilities should be voted  
103 on by residents only, not the Board or Vesta. She inquired as to whether Vesta was being charged  
104 rent for the facilities paid for by the residents and indicated that she believed Vesta should pay rent.  
105 She added that she did not think a separate office for Field Operations was necessary. Ms. Bearce  
106 explained that she had researched Field Operation and maintenance support costs and had found  
107 that Grand Haven was being charged significantly higher costs compared to other CDDs of  
108 comparable sizes. She pointed out that the District had overspent in 6 categories and expressed that  
109 she felt large sums of money had been wasted to benefit only a small percentage of residents, rather  
110 than the community as a whole. Ms. Bearce voiced dissatisfaction with the Board's handling of  
111 funds and stated that she would be willing to coordinate a town hall meeting.

112 Resident Pat Malak noted that the gym was frequently used by a large number of people and asked  
113 that the Board not take away any of the existing activity space at Creekside.

114 Resident Brad Douglas stated that he had spoken to a number of his neighbors who agreed that they  
115 would not want any changes to the amenity center. He indicated that he agreed with Mr. Chism's  
116 feelings regarding Wild Oaks being treated as less important than the rest of the District. Mr.  
117 Douglas additionally informed the Board that the basketball court was frequently used.

118 Resident Mike Clark indicated that he was strongly against closing the gym and recommended that  
119 the Board speak with employees for suggestions. Mr. Howden assured Mr. Clark that the Board  
120 would be receiving input from employees through the Operations Manager.

121 Mr. McInnes noted that 2 residents had submitted written comments and stated that he would scan  
122 in the comments to send to the Board.

123 A resident commented on the sidewalk on southbound Waterside Parkway, noting that its condition  
124 was deteriorating and raised safety concerns. He recommended that the Board use reinforced  
125 concrete in areas where construction equipment would be used to prevent further deterioration. The  
126 resident stated that there was a dangerous section by a pond in Marsh Crossing that was covered in  
127 algae. He suggested that the community petition to ask for installation of a fountain in this pond.

128 The resident requested that the Board find a different place to hold meetings so that residents would  
129 not be prevented from playing table tennis every other Thursday. The resident also requested an  
130 additional table for table tennis, noting that the number of table tennis players had been steadily  
131 growing.

132 Mr. Polizzi commented positively on the number of residents that attended the meeting. He thanked  
133 the residents for attending and encouraged them to stay involved. Dr. Merrill expressed agreement  
134 with Mr. Polizzi.

135 Mr. Howden provided a recap on what had been discussed regarding CDD communications. He  
136 reiterated that the meeting dates and times were posted on the website and that the agenda would  
137 be available on the website 7 days in advance. Mr. Howden additionally noted that the amenity e-  
138 blast generally covered schedules for the pool and tennis courts, as well as the café.

139 In response to a question from Ms. McGevna, Mr. Howden clarified that the tiki bar survey had  
140 been sent out to about 2,000 residents and had received about 400 responses.

141 **FOURTH ORDER OF BUSINESS – Discussion Items**

142 A. Exhibit 1: Discussion of Long Term Planning

143 Mr. McInnes recalled that the Board had asked him to work with Mr. Foley to adjust some of the  
144 forecasts for items not under contract to be closer to a 5% increase. He noted that some of the  
145 contracts were still coming in and that most of the contracts would expire within the next 2 years.  
146 He added that some information remained constant while other information had been adjusted.

147 Mr. Polizzi indicated that he would like for residents to be informed why 5% had been chosen,  
148 rather than 3% or 7%. Mr. Howden requested questions or comments from the rest of the Board.

149 Mr. Foley stated that 5% was a conservative increase and clarified that this was a plan, not a budget.  
150 He explained that one of the purposes of this plan was to allow residents to know what their  
151 expected assessment would be over the next 5 to 10 years. He asked the other Supervisors to keep  
152 in mind that this plan did not include Mr. Kloptosky's full input as of yet and noted that the numbers  
153 would likely raise once Mr. Kloptosky's input was received. He stated that he would like this to  
154 continue to be on the agenda for both Regular and Workshop Meetings and indicated that he would  
155 like to finalize the plan as soon as possible. Dr. Merrill expressed that she agreed with Mr. Foley's  
156 comments.

157 In response to a question from Mr. Flanagan, Mr. McInnes confirmed that the majority of items  
158 had been projected to increase by 5% with a small number of items remaining at 3%. Mr. Flanagan  
159 recalled that the Board had been told to expect to have input from Operations and Management by  
160 February. Mr. McGaffney confirmed that this would be presented at the February Workshop  
161 Meeting. He added that Mr. Kloptosky would distribute a handout that would contain information  
162 on some of the work to the Board for them to review before the February Workshop Meeting. Mr.  
163 Flanagan indicated that he would prefer to wait to receive a fully completed document.

164 Mr. Polizzi requested for contractually-driven line items to be footnoted. He expressed he thought  
165 it was important to recognize that some contracts would be expiring. Mr. McInnes confirmed that  
166 he was in the process of verifying items under contract. Mr. McGaffney noted that Mr. McInnes  
167 was working on a budget definitions page which would include the dates and increases for each  
168 item but stated that contracted items could still be footnoted if the Board would prefer. Mr. Polizzi  
169 indicated that the footnotes would not be necessary in this case.

170 Mr. Polizzi additionally suggested including detail by line items with explanations. Mr. McGaffney  
171 stated that this would be incorporated into the plan. In response to a question from Mr. Polizzi, Mr.  
172 McGaffney stated that the first draft of the plan would be available before the next Regular Meeting.

173 Mr. McGaffney explained that the budget was in the process of being rolled over to create the FY  
174 2022-2023 budget. He stated that staff would have the 6 months numbers in the budget by the end  
175 of April and the 9 months numbers put in the budget by August. In response to a question from Mr.  
176 Polizzi, Mr. McGaffney confirmed that the forecast for the rest of the year would be created at the  
177 6-month point.

178 Mr. Foley asked if it would be possible to begin the resident survey process. Mr. Howden agreed  
179 that he would like to move forward with the resident survey as quickly as possible but noted that

180 information would be needed from Mr. Kloptosky prior to the survey. Mr. Howden explained that  
181 operations accounted for roughly 80% of the overall budget and that looking at operations  
182 separately would help the Board better formulate a plan for the remainder of the budget.

183 Mr. McGaffney recalled that he had requested for the Board to appoint to a Supervisor to work  
184 with staff on the questionnaires. He noted that the third Thursday of May was the final day to  
185 approve the budget. He explained that he would need 30 days to gather the information needed for  
186 the survey and recommended beginning this process at the next Regular Meeting that month. He  
187 indicated that he would like for the surveys to be completed by the February Regular Meeting and  
188 noted that he would have about a month and a half to survey the residents after the March Town  
189 Hall Workshop Meeting before the next Regular Meeting. Mr. McGaffney additionally reminded  
190 the Board to keep in mind that the budget for FY 2022-2023 was the main focus at the moment and  
191 that long term planning could continue throughout the remainder of the fiscal year.

192 In response to a question from Mr. Foley, Mr. McGaffney clarified that a liaison would need to be  
193 appointed to the District Manager on behalf of the Board before a Supervisor could be appointed  
194 to work on the survey. Mr. Howden indicated that he would like for the Board to discuss their  
195 individual experience and willingness to work on this project before appointing a Supervisor for  
196 the survey. Mr. McGaffney noted that an alternative to assigning a specific Supervisor would be  
197 for the Board to send him and Mr. McInnes their questions.

198 Mr. Flanagan indicated that he would like to see a draft of the long-term plan for the Board to give  
199 input on before February. Mr. McGaffney explained that he would need more time but could get  
200 this to the Board before the February workshop.

201 Dr. Merrill stated that she felt it would be wise for the Board to send in their questions to Mr.  
202 McGaffney and Mr. McInnes ahead of time. Mr. McGaffney requested clarification on whether the  
203 purpose of the survey was meant to get input from residents before the Town Hall Meeting based  
204 off the items selected by the Board and staff or if it was just to get resident ideas for what they were  
205 interested in for the community. Dr. Merrill clarified that she would like for the purpose of the  
206 survey to be getting resident ideas for the community and for the survey to be a 2-part process.

207 In response to a question from Mr. Polizzi, Mr. McGaffney explained that appointing a Board  
208 Member as a liaison to work on the survey would be considered an official act. He noted that a  
209 twofold survey would require more time and recommended holding off on the survey until after  
210 the January meeting or February workshop.

211 Mr. Polizzi expressed that he would like residents have a structure to respond into with their  
212 feedback. He explained that he would like the Board's understanding of the capital planning, such  
213 as the road project, to be incorporated into the framework of the survey. He noted that categories  
214 had been set up for project areas and suggested directing Mr. McInnes and Mr. Polizzi use these  
215 categories as a basis to build the survey. Mr. McGaffney indicated that he and Mr. McInnes would  
216 give their thoughts on what the survey should look like and then receive individual feedback from  
217 Board members. He explained that the survey would be authorized in January to go out with any  
218 other additional feedback. Mr. Polizzi stated that he would like to expedite this process.

219 Mr. Flanagan stated that he would like to wait to send out the survey until the Board was able to  
220 provide residents with costs. He indicated that he would like to hold more meetings and stressed  
221 the importance of residents feeling heard.

222 Mr. McGaffney cautioned against hurrying the planning process. Mr. Flanagan indicated that  
223 budgets were critical to consider, and that these would also require operational input. Mr. Flanagan  
224 added that he would like the dates to be marked for what was to be provided when, as well as where  
225 decision dates were.

226 Mr. Polizzi stated that he would like to make sure that the meeting is on the planning documents  
227 for March in addition to keeping the town hall meeting to discuss the long-term planning objectives  
228 and community input. He noted that some items on the survey would be required and expressed  
229 that he felt the inclusion of prices would be beneficial for residents to be able to see. He explained  
230 that this would give the residents more information and understanding prior to the town hall  
231 meeting.

232 Mr. Howden indicated that he may want to delay the public hearing in March, as the Board may  
233 need more time. He stated that he would like for Board members to submit their thoughts on this  
234 matter to the District Manager. Mr. Flanagan noted that there were 2 public town hall meetings,  
235 one being for the budget in March and the other being for long-term planning. Mr. McGaffney  
236 clarified that the public hearing to adopt the budget was in August.

237 Mr. McGaffney indicated that the budget was 90% completed and that it would be ready for review  
238 on the third Thursday of April. In response to a question from Mr. Flanagan, Mr. McGaffney  
239 confirmed that the budget would be available to be viewed on the website by residents as well.

240 Dr. Merrill requested clarification on whether the Workshop Meeting in March was still going to  
241 be held. Mr. McGaffney confirmed that the March Workshop Meeting was still going to be held  
242 but clarified that the town hall would most likely be held in May. Mr. Foley asked if the survey  
243 would be done before the town hall to which Mr. McGaffney confirmed it would.

244 Mr. Howden stated that he would like to appoint a Board member to work on this with the District  
245 Manager. He additionally indicated that he thought it would be a good time for Board members to  
246 submit their input to the District Manager.

247 Mr. McGaffney expressed that he thought the survey should go out in March. Mr. Foley asked if  
248 the survey could be based off surveys Mr. McGaffney had put together in the past for other  
249 Districts. Mr. McGaffney noted that surveys had not been sent out regarding the budget for other  
250 Districts. Mr. McGaffney indicated that he approved of Mr. Howden's suggestion to appoint a  
251 Board member to work with the District Manager or to submit input individually to the District  
252 Manager.

253 Dr. Merrill requested that Mr. McGaffney put together a document detailing the time frame he  
254 discussed. Mr. Foley stated that he would like to have a sketch with this information by the end of  
255 the meeting. Mr. McGaffney indicated that he would review the timeline at the end of the meeting.

256 *(The Board recessed the meeting at 11:02 a.m. and reconvened at 11:30 a.m.)*

257 The Board recapped the information they had discussed prior to the recess. Mr. Polizzi confirmed  
258 that the survey was going to go out in March and that the town hall meeting would be held in May.  
259 He noted that the first draft would be presented on April 21 and asked if the Board would be able  
260 to provide input on the survey before the survey draft was put together. Mr. Howden indicated that  
261 he would be in favor of the Board being able to submit their input on the survey.

262 Mr. Flanagan asked for confirmation regarding the date the survey would be sent out. Mr.  
263 McGaffney confirmed that the date for the Survey e-blast would be adjusted from February to  
264 March.

265 Dr. Merrill asked if the matrix would be updated to include dates. Mr. McGaffney stated that he  
266 would update the matrix. In response to an additional question from Dr. Merrill, Mr. McGaffney  
267 indicated that the Board could suggest educational content for the survey as well.

268 ➤ Operations & Maintenance General Fund

269 Mr. McInnes summarized the changes made to the O&M budget, noting that the projected  
270 increase had been updated from 3% to 5% for the majority of items. He indicated that the

271 budget would be subject to change and that contracts were still in the process of being  
272 received and reviewed at this time. He emphasized that this was a draft and not a final  
273 budget.

274 Mr. Foley indicated that he would like for items with large increases to be notated to  
275 explain the change in price. He noted that the total expenditure line did not involve capital  
276 and were solely O&M expenses to be covered by O&M revenue. He requested for the  
277 required assessment number to be included. He expressed that he felt it would be more  
278 important for residents to know total costs versus individual costs. Mr. Howden suggested  
279 clearly labeling the total expenditure line as only being the O&M assessment.

280 Mr. Howden stressed the importance that everyone understands that these numbers were  
281 only projections and that the plan did not include input from residents as of yet. Mr.  
282 Flanagan noted that Mr. McGaffney had already shown the Board two separate documents  
283 with the information Mr. Foley was requesting and asked for these documents to be  
284 merged. Mr. Howden reiterated that he would like the for the O&M assessment amount to  
285 be clearly labeled as O&M only.

286 Mr. Howden mentioned that there were a few numbers he would want to modify for the  
287 O&M budget. In response to a question from Mr. Flanagan, Mr. McGaffney explained that  
288 District management services rates were expected to increase closer to 5%, due to  
289 minimum wage increases and inflation. He mentioned that District Engineer costs were  
290 expected to increase as well. In response to an additional question from Mr. Flanagan, Mr.  
291 McGaffney confirmed that he was familiar of several engineering firm options that work  
292 with CDDs. Mr. Howden requested for any additional questions on this matter to be  
293 emailed to Mr. McInnes.

294 Mr. Foley requested for the assessment per household to be included in addition to the  
295 percentage on the O&M budget. Mr. Howden added that he would want to see the total,  
296 not just the dollar increase.

297 Mr. Polizzi stated that he would prefer starting with a 5-year projection, as there would be  
298 too many variables for an accurate 10-year projection. Mr. Foley acknowledged that the  
299 numbers would be much less predictable but indicated that he would still like to have a 10-  
300 year projection. Mr. Polizzi clarified that he would still like to have a 10-year projection  
301 but expressed concerns about potentially confusing residents. Mr. Flanagan stated that he  
302 would prefer to have a 3-year projection, noting that this would be more accurate.

303 Mr. Howden suggested having a 5-year projection for the O&M. Mr. Polizzi indicated that  
304 he would agree to a 5-year projection but that he would like to have a 10-year projection  
305 as well. Mr. Howden expressed that he would like to have a 10-year projection for capital  
306 but that he would like for a 10-year O&M projection to be less detailed and based off the  
307 averages for the 5-year projection. Mr. Polizzi indicated that he would like for the 5-year  
308 projection to be detailed. Mr. Flanagan reiterated that he would not want to project past 5  
309 years.

310 Mr. McGaffney stated that the O&M and capital were expected to increase by about \$108  
311 per year over the next 5 years according to the current draft of the budget. He noted that  
312 these numbers were likely to change after input from residents was incorporated.

313 ➤ Exhibit 2: Capital Plan

314 Mr. McGaffney presented the capital plan, noting that this was a 10-year projection and  
315 would be subject to change. He stated that the capital had increased by 8.19% and reviewed  
316 the Board's options. Mr. McGaffney explained that the first option of not increasing

317 assessments would result in the depletion of the fund balance, likely in under 10 years. He  
318 stated that second option of increasing assessments by \$220 would lower the fund balance  
319 but may negatively impact residents. Mr. McGaffney indicated that he would recommend  
320 the third option he had put together with Mr. Foley to slowly increase assessments. He  
321 noted that the total cumulative fund balance usage over the next 10 years using this option  
322 would only be \$139,000.

323 Mr. Foley asked approximately how much of the fund balance was currently available,  
324 excluding disaster funds and working capital. Mr. McGaffney indicated that there was  
325 about \$1.3 million in capital reserves. In response to a question from Mr. Foley, Mr.  
326 McGaffney noted that the beginning and ending fund balance had not been included but  
327 could be added to the document.

328 Mr. Foley requested for another tab to be added to the document to combine O&M and  
329 capital in order for the total to be viewed. Mr. Howden asked for another sheet with the  
330 total to be included instead. Mr. McGaffney indicated that he would do so and would get  
331 this to the Board after the meeting.

332 Mr. Howden noted that, while the O&M and capital expenditures were being discussed,  
333 there were several reserve figures for three-month operating and disaster reserves not  
334 included in the document. Mr. McGaffney explained that the total and beginning fund  
335 balances would encompass the three month working capital. Mr. Howden additionally  
336 expressed concerns regarding the disaster reserve. Mr. McGaffney explained that this was  
337 included in the O&M in the amount of \$750,000.

338 In response to a question from Mr. Polizzi, Mr. McGaffney confirmed that the one-pager  
339 Mr. Howden had requested would include the fund balance recap. Mr. McGaffney  
340 reviewed the SRF budget and noted that there was about \$1,000,069 to be used for future  
341 projects.

342 Mr. Polizzi asked what kind of fund balance should be carried forward. Mr. McGaffney  
343 explained that that this would be largely driven by the Board and would be considered a  
344 policy decision. He noted that the District was currently in a good position. Mr. Polizzi  
345 indicated that he would like to get input from a CPA. Mr. Howden stated that he would  
346 like to keep the capital and O&M separate unless advised otherwise. Mr. McGaffney  
347 expressed that he would continue to work with Mr. Kloptosky on the capital plan.

348 Mr. Foley stated that he would like dollar amounts and descriptions for different levels of  
349 quality for various items for the District. Mr. Kloptosky indicated he had dollar amounts  
350 for some items but noted that these were only estimates. Mr. Foley recalled that multiple  
351 landscape contractors had recommended several projects for the District in the past and  
352 suggested using these recommendations. Mr. Kloptosky stated that he had spoken to Louise  
353 Leister regarding this matter and that he had requested her input as well.

354 Mr. Polizzi indicated that he felt a number of items on the project list would be considered  
355 existing resources, not projects, and recommended separating these items.

356 Mr. Howden expressed appreciation to the audience for attending the meeting.

357 **FIFTH ORDER OF BUSINESS – Next Meeting Quorum Check: January 20, 9:00 AM**

- 358 • Quorum Check

359 All Board members confirmed that they would be present for the meeting, which would establish  
360 a quorum.

361 **SIXTH ORDER OF BUSINESS – Supervisor’s Requests**

362 Dr. Merrill recalled that a special Workshop Meeting regarding communication had been scheduled  
363 for January 12. She recommended including supervisor email addresses in the e-blast for residents  
364 to be able to email their input if they were unable to attend the meeting. Mr. Flanagan recommended  
365 that input be sent to one central place instead.

366 Mr. McGaffney stated that he did not see anything regarding a meeting scheduled for January 12  
367 and indicated that he did not recall a motion being made for this meeting. He explained that there  
368 would need to be a motion and a 14-day notice for the meeting to be held. Mr. McInnes pointed out  
369 that a motion could not be made, as this as a Workshop Meeting. Mr. McGaffney stated that  
370 communications could be discussed during the January 20 meeting that had already been scheduled.

371 Mr. McGaffney recommended discussing Business Items between 9 a.m. and 11 p.m. and  
372 communications between 11 a.m. and 1 p.m. at the January 20 meeting. Mr. Howden expressed  
373 that he would want to adjourn the January 20 Regular Meeting to discuss communications, as he  
374 would consider this a Workshop item. Mr. McGaffney clarified that the communications discussion  
375 would be an agenda item and not a public hearing. Mr. Howden stated that he would want to make  
376 it clear to residents that final decisions would not be made during the discussion.

377 Mr. Polizzi noted that the Board may be underestimating the length of time Staff Reports would  
378 require and pointed out that a discussion regarding the District Engineer would need to be held as  
379 well. Mr. McGaffney stated that he would put together a timeline and noted that the District  
380 Engineer discussion should not take more than 15 minutes.

381 Mr. Howden requested clarification on whether Supervisor Requests had been eliminated from  
382 Workshop Meetings. Mr. McInnes confirmed that this was the case. Multiple supervisors indicated  
383 that they had not reached a consensus to eliminate Supervisor Requests. Mr. Howden stated that he  
384 would like to move forward with Supervisor Requests.

385 Mr. Polizzi requested for the website URL to be added to the agenda. He expressed that he would  
386 like to continue with Supervisor Requests and that the Board could rely on Mr. Kloptosky to filter  
387 out items that needed to be addressed in the near future.

388 Mr. McGaffney explained that Supervisor Requests needed to be actionable and have the consensus  
389 of the Board. He noted that this was not possible for Workshop Meetings. Mr. Polizzi suggested  
390 restricting Supervisor Request sections on meeting agendas to once per month.

391 Mr. Flanagan asked Mr. Kloptosky if anything could be done to prevent hog damage on CDD  
392 property. Mr. Kloptosky explained that the hog trappers were understaffed and noted that a trap  
393 had been removed from Wild Oaks. He noted that he had asked for the trap to be returned to Wild  
394 Oaks and for more traps to brought as well. Mr. Flanagan mentioned that the current trapper worked  
395 part-time and only came in on the weekends.

396 Mr. McGaffney recalled in the past that residents were permitted to set up traps on their personal  
397 property. Mr. Kloptosky indicated that residents were still permitted to do so but that they seemed  
398 to think this was the District's responsibility. He noted that District Counsel had made it clear that  
399 the District was not responsible for the hogs. Mr. Kloptosky explained that the District's only  
400 involvement with the hogs was allowing the trapper to cross CDD property to set up traps on Grand  
401 Swamp property. He noted that the trapper was not permitted to set up traps on CDD property.

402 Mr. Flanagan pointed out that the hogs were causing erosion on the pond banks and expressed  
403 concerns for resident safety. Mr. Kloptosky recalled a fence had been discussed but explained that  
404 this may cause legal issues. Mr. Polizzi commented that an email had been sent out to residents  
405 indicating that residents should call the CDD regarding lawn damage caused by wild hogs. Mr.  
406 Kloptosky confirmed this was a misunderstanding. Mr. Polizzi indicated that he would like to make

407 it clear to residents that the District was not responsible for taking care of the hogs to avoid further  
408 confusion and frustration.

409 A resident suggested putting up fences in specific areas to keep out the hogs. Mr. Kloptosky  
410 explained that a fence would need to be installed around the entire community to prevent the hogs  
411 from entering. Mr. Howden stated that he sympathized with resident problems regarding the hogs  
412 but noted that the District was legally restricted from resolving this issue. Mr. Flanagan pointed out  
413 that the hogs were damaging CDD property by the ponds. Mr. Howden indicated that areas  
414 involving CDD property would be further discussed. Mr. Flanagan requested that Mr. Kloptosky  
415 speak with Ms. Leister regarding this matter and suggested removing the hogs' food source.

416 Mr. Kloptosky mentioned that the Board could hire a private trapper but noted that this would be  
417 expensive. He explained that removing the hogs' food source may not be successful, as the hogs  
418 would dig into the ground just looking for food. Mr. Flanagan asked Mr. Kloptosky to continue to  
419 look into solutions and indicated that he would follow up with him at a later date. Mr. McGaffney  
420 requested that Mr. Kloptosky bring back pricing on a private trapper.

421 Mr. Flanagan suggested that the Board consider including dates projects are required to be  
422 completed by in contracts. Mr. Flanagan additionally requested that staff holds off on starting  
423 projects until all materials required for the projects had been purchased.

424 Dr. Merrill inquired about the Creekside pool resurfacing. Mr. Kloptosky indicated that this would  
425 be done in the near future.

426 Mr. Foley requested an updated timeline from Mr. McGaffney.

427 Mr. Howden requested that Supervisors review the first 47 pages of the handbook to determine  
428 what needed to be included in a pamphlet for new residents.

429 Mr. Foley asked for topic suggestions for The Oak Tree newsletter. In response to a question from  
430 Mr. Howden, Mr. Foley stated that the newsletters would be published in approximately a month  
431 and a half. Dr. Merrill suggested including information on signing up for the e-blast and to  
432 encourage residents to check the website. Mr. Flanagan recommended including a reminder for  
433 residents to sign up on the HOA portal. Mr. Polizzi suggested discussing the long-range plan in the  
434 newsletter.

#### 435 **SEVENTH ORDER OF BUSINESS – Action Items Review**

436 Mr. McGaffney reviewed the action items, noting that the survey would be sent to residents in  
437 March and that the first draft of the District budget was expected to be completed by April 21. He  
438 mentioned that the town hall Workshop Meeting was scheduled for the first Thursday of May.

439 Mr. McGaffney stated that he would update the matrix in addition to reviewing Mr. Kloptosky's  
440 input on the O&M and capital plan. He indicated that he would complete the draft with Mr.  
441 Kloptosky's input for both of these items by the following week for the Board to review.

442 Mr. McGaffney went over the agenda items for the next meeting. He noted that the RFQ for the  
443 District Engineer would be discussed, in addition to a Firewise presentation from Ms. Leister and  
444 a discussion with residents. He mentioned that the resident discussion would be communicated via  
445 e-blast before the meeting.

#### 446 **EIGHTH ORDER OF BUSINESS – Adjournment**

447 Mr. Howden asked for final questions, comments, or corrections before requesting a motion to  
448 adjourn the meeting. There being none, Mr. Foley made a motion to adjourn the meeting.



449 On a MOTION by Mr. Foley, SECONDED by Mr. Polizzi, WITH ALL IN FAVOR, the Board adjourned  
450 the meeting, at 1:22 p.m., for the Grand Haven Community Development District.

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

454 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
455 **meeting held on \_\_\_\_\_.**

456

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

457 **Title:**    **Secretary**    **Assistant Secretary**

**Title:**    **Chairman**    **Vice Chairman**

# EXHIBIT 8

1 **MINUTES OF MEETING**

2 **GRAND HAVEN**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Grand Haven Community Development  
5 District was held on Thursday, January 20, 2022 at 9:04 a.m. in the Grand Haven Room, at the Grand Haven  
6 Village Center, 2001 Waterside Parkway, Palm Coast, Florida 32137.

7 **FIRST ORDER OF BUSINESS – Call to Order/Roll Call**

8 Mr. McInnes called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10	Chip Howden	Board Supervisor, Chairman
11	Kevin Foley	Board Supervisor, Vice Chairman
12	Michael Flanagan	Board Supervisor, Assistant Secretary
13	John Polizzi	Board Supervisor, Assistant Secretary
14	Dr. Merrill Stass-Isern	Board Supervisor, Assistant Secretary

15 Also present were:

16	Howard “Mac” McGaffney	District Manager, DPFPG Management & Consulting
17	David McInnes	DPFG Management & Consulting
18	Scott Clark	District Counsel, Clark & Albaugh, LLP
19	Barry Kloptosky	CDD Operations Manager
20	Vanessa Stepniak	CDD Office Manager
21	Robert Ross	Amenity Manager
22	John Lucansky	Assistant Amenity Manager
23	Denise Gallo	HOA Director
24	Bart Kaplan	Resident
25	Donna McGevena	Resident
26	Jan Bearce	Resident
27	Tom Byrne	Resident
28	Lisa Mrakovcic	Resident
29	Julie Dolgin	Resident
30	Kathleen Fuss	Resident
31	Dale Curran	Resident
32	Pat Malak	Resident
33	Bill Zelman	Resident

34 *The following is a summary of the discussions and actions taken at the January 20, 2022 Grand Haven*  
35 *CDD Board of Supervisors Regular Meeting.*

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

37 Mr. Howden led all present in reciting the Pledge of Allegiance.

38 **THIRD ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for agenda**  
39 *items)*

40 Resident Bart Kaplan requested an update on the ongoing wild hog problem in the Crossings and  
41 within Grand Haven. He noted that he had spoken to both Mr. Flanagan and Mr. Foley on this  
42 matter and inquired about potentially installing a fence.

43 Resident Jan Bearce expressed that she felt the Board was continuing to not focus on a community  
44 as a whole and reminded the Board that Vesta and staff worked for the District, not the other way  
45 around. Ms. Bearce indicated that she felt many resident ideas were ignored and stated that she

46 would like for the Board to be more collaborate and interactive with residents. Mr. Polizzi thanked  
47 Ms. Bearce for her comments and stated that he looked forward to receiving her feedback.

48 Mr. Howden summarized comments he had received via email from residents who had been unable  
49 to attend the meeting. He relayed a comment from a Wild Oaks resident regarding the lack of  
50 holiday openings at Creekside. Mr. Howden additionally mentioned a complimentary letter he  
51 received regarding the Operations Manager.

52 **FOURTH ORDER OF BUSINESS – Staff Reports**

53 A. 2022 Firewise Project Update: Louise Leister

54 Ms. Leister gave an update on the 2022 Firewise Project. She informed the Board that she had  
55 toured the District with Florida Forestry to review areas for mowing after the previous Board  
56 meeting. She explained that the District had been denied a mowing grant, as the District had already  
57 received 2 mowing grants in the past, but mentioned that Florida Forestry offered alternatives to  
58 mowing grants.

59 Ms. Leister noted that the District had a number of areas not accessible to mowing tractors, due to  
60 the wetland areas, but relayed a compliment on the mowing done by the District's private  
61 contractor. She explained that controlled or prescribed burns could be used in the Crossings and  
62 mentioned that this could be done for free or very inexpensively. She mentioned that another option  
63 would be harrow turning, which would remove vegetation and plow up dirt to protect against forest  
64 fires. She noted that this would create large ruts in the ground, in addition to creating a risk of  
65 invasive vegetation growth, and indicated that she would not recommend this for the District.

66 Ms. Leister recommended the use of a prescribed burn, explaining that this would remove the  
67 surface layer of peat bogs, as well as invasive vegetation. She noted that a lot of areas would likely  
68 be covered by a grant but that any areas that were not covered would only cost \$25.00 per acre.  
69 Ms. Leister reviewed photos of areas in need of prescribed burns or mowing. She reassured the  
70 Board that none of these areas were as close to the homes as they appeared.

71 In response to a question from Mr. Foley, Ms. Leister confirmed that the area by the houses on  
72 Crosslink Ct. would be mowed. Mr. Foley additionally asked if residents would be able to see the  
73 burning. Ms. Leister clarified that there would be a row of trees that would serve as a buffer.

74 Mr. Flanagan pointed out that firefighters would be performing the prescribed burn. Ms. Leister  
75 confirmed this to be accurate and indicated that there was essentially no risk involved.

76 Ms. Leister explained that the area from Jasmine Dr. to the Esplanade had been unable to be mowed  
77 and needed a prescribed burn more than any other area of the community.

78 Mr. Polizzi asked if this was something the Board should discuss with their insurance company.  
79 Mr. McGaffney stated that they would let the insurance company know but noted that prescribed  
80 burns were common for CDDs. Dr. Merrill mentioned that she had attended a Firewise program  
81 and had been informed that homeowners living in a Firewise community receive a discount on their  
82 insurance.

83 Mr. Foley requested for hanging vines and dead vegetation to not be left behind when mowing. Ms.  
84 Leister indicated that this was already being done.

85 In response to a question from Mr. Flanagan, Ms. Leister clarified that the Forestry Service would  
86 acquire the controlled burn permits. Mr. Flanagan stated that he believed the Forestry Service  
87 would have more leverage and that this would allow Ms. Leister more time to pursue mowing  
88 permits.

89 Mr. Kaplan commented on the urgency of having the prescribed burns done as soon as possible.

90 Mr. Howden noted that the Board had budgeted \$30,000.00 for Firewise for the current fiscal year,  
91 and suggested making a motion to accept Ms. Leister's recommendations in an amount not to  
92 exceed \$30,000.00 in order to proceed with the Firewise Project.

93 On a MOTION by Mr. Flanagan, SECONDED by Dr. Merrill, WITH ALL IN FAVOR, the Board accepted  
94 Ms. Leister's proposal to authorize Firewise to move forward with the 2022 Firewise Project, pending  
95 acquisition of permits, in an amount not to exceed \$30,000.00, for the Grand Haven Community  
96 Development District.

97 Following the motion, Mr. Foley asked if \$30,000.00 would be enough for this project. Ms. Leister  
98 expressed that the project should be doable using this amount. Ms. Leister recalled that the Board  
99 had requested to see a suggestion for Sandpiper Ct. to Colbert Ln and asked if they would like to  
100 review the photos. Mr. Howden indicated that he would like to review the photos at a later time.

101 B. Exhibit 1: Amenity Manager: Robert Ross/ John Lucansky

102 Mr. Lucansky informed the Board that a request had been made to have a vendor at the grand  
103 opening of the pickleball courts. He noted that this would be against the District's amenity policies.

104 Mr. Flanagan explained that this vendor allowed residents to try paddles for pickleball and did not  
105 involve any sales. Mr. Howden expressed that he would like the District Attorney's guidance on  
106 this matter. Mr. Foley pointed out that amenity facilities were permitted to be used for commercial  
107 purposes with written permission from Mr. Lucansky and the District Manager. Mr. Clark stated  
108 that he believed the origin of the policy was due to paid tennis lessons that were being run using  
109 amenity facilities in the past. He explained that he did not think this would actually violate the  
110 policy in place, as any transactions taking place would be private and would not go through the  
111 District.

112 Mr. Polizzi expressed that he would like to have additional guidelines in place going forward  
113 regarding vendors. Mr. Flanagan indicated that he agreed.

114 Mr. Foley stated that he would rather rely on Mr. Lucansky's knowledge and experience to approve  
115 or deny vendors. Mr. Howden pointed out Mr. Lucansky may not for work for the District forever  
116 and suggested updating the policy to not include specific names of managers. Mr. Howden  
117 additionally recommended restricting this type of vendor activity to once per year. Mr. Flanagan  
118 agreed with this restriction and suggested not allowing commercialization, such as banners or signs.

119 Resident Tom Byrne commented that he felt this would be considered a form of solicitation based  
120 on the District's current standards. Mr. Flanagan explained that in this case, the vendor would have  
121 to be invited in by residents and would not be showing up uninvited. Mr. Clark stated that he agreed  
122 this would not be considered solicitation.

123 Mr. Polizzi indicated that he would like to have further restrictions in place to prevent the Amenity  
124 and District Managers from being overwhelmed by resident requests. He recommended requiring  
125 an event for residents to be able to invite vendors.

126 On a MOTION by Mr. Foley, SECONDED by Mr. Polizzi, WITH ALL IN FAVOR, the Board approved  
127 the amendment of the Amenity Center handbook policy, of page 60, paragraph 23, , to further prescribe  
128 that any vendors that come in must be invited by a resident at a maximum of once per year, for the Grand  
129 Haven Community Development District.

130 Following the motion, Mr. Flanagan stated that he agreed with Mr. Polizzi's concerns and that he  
131 would like for an event to be required, not just an invitation. Mr. Howden asked Mr. Foley if he  
132 would like to amend his previous motion to which Mr. Foley confirmed he would.

133 On a MOTION by Mr. Foley, SECONDED by Mr. Polizzi, WITH ALL IN FAVOR, the Board approved  
134 the amendment of the Amenity Center handbook policy, of page 60, paragraph 23, to further prescribe that  
135 an event would need to be taking place in order for residents to be permitted to invite vendors, for the Grand  
136 Haven Community Development District.

137 Following the motion, Dr. Merrill asked how many people were using the croquet courts. Mr.  
138 Howden requested for this to be discussed during the Operation Manager's report.

139 In response to a comment from Mr. Howden, Mr. Lucansky confirmed that 2,600 surveys were sent  
140 out regarding the tiki bar and that over 400 responses were received. He added that he was able to  
141 acquire the usage numbers for the croquet courts and indicated that he would send this information  
142 to the Board via email.

143 Mr. Foley requested for Mr. Lucansky to acquire usage data on the 4 pickleball courts. Mr.  
144 Lucansky stated that he would include this data in the weekly report to be sent out the following  
145 Friday.

146 Mr. Foley additionally inquired about a comment regarding resident's negative feedback with the  
147 closing time of 1 a.m. on New Year's Day. Mr. Lucansky explained that residents in the pool  
148 refused to leave despite multiple requests but noted that the residents did leave after they were  
149 informed the sheriff would be called.

150 Mr. Flanagan stated that he found not all residents were aware that there were 3 different email lists  
151 and asked if a letter could be sent out to notify residents about the other email lists. Mr. Howden  
152 indicated that he would like to discuss this during the District Communications portion of the  
153 meeting.

154 C. District Engineer: David Sowell

155 The District Engineer was not present.

156 D. Operations Manager: Barry Kloptosky

157 ➤ Exhibit 2: Presentation of Capital Project Plan Tracker

158 Mr. Howden pointed out that the work for Line Item 3, the project for the Crossings in the  
159 south parking lot, had started and indicated that this item should be moved to the approved  
160 column. In response to a question from Mr. Howden, Mr. Kloptosky confirmed that the  
161 \$25,940.00 was for the heaters on Line 7. He suggested putting a negative \$19,060.00 in  
162 the charge column, as not all of the \$45,000.00 budgeted for this item had been spent. Mr.  
163 Howden additionally noted that the \$30,000.00 for the Firewise Project should be moved  
164 to the approved column.

165 Mr. Polizzi inquired as to whether the ongoing sidewalk work had been contracted or if  
166 internal staff was working on this. Mr. Kloptosky stated that this work had been contracted  
167 out and explained that it had been difficult to find a qualified candidate due to several  
168 dangerous areas on Waterside Pkwy. He mentioned that a potential candidate had been  
169 found but that another option was still being looked into.

170 Mr. Polizzi additionally requested an update on the Phase 3 bathroom renovations. Mr.  
171 Kloptosky stated that he had had received a quote from the plumbing contractor but that  
172 some adjustments needed to be made. He indicated that he expected to receive the revised  
173 proposal by the end of the week and mentioned that he was still waiting to hear back from  
174 a tile company. Mr. Kloptosky stated that he was attempting to have this project fall within  
175 the budget. He explained that if it fell outside the budget that he would ask the Board to  
176 authorize the necessary additional funding if they would like to continue to move forward  
177 with the project.

178 In response to a question from Mr. Flanagan, Mr. Kloptosky confirmed that the additional  
179 trailer than had been budgeted for would be delayed until staff had been hired. Mr.  
180 Flanagan expressed concerns regarding prices increasing over time. Mr. Kloptosky assured  
181 Mr. Flanagan that he was keeping an eye on cost changes and that the trailer would be  
182 purchased if prices began increasing.

183 Mr. Flanagan inquired about the high-speed printer on the plan. Mr. McGaffney recalled  
184 that the Board had determined this printer was not necessary. Mr. Kloptosky informed the  
185 Board he had received an update that Mr. Lucansky needed a high-speed printer.

186 ➤ Exhibit 3: Monthly Report

187 Mr. Kloptosky reviewed his report, noting that the curb and gutter repairs had been  
188 completed and that the Crossings Road Resurfacing project was scheduled to begin on  
189 Friday. Mr. Kloptosky also provided an update on the pond bank erosion, noting that 5  
190 locations had been identified. He explained that there was not money in the budget for this  
191 year to cover this but noted that he included this in the capital plan for the following year.  
192 He added that he would still bring proposals for these to the Board for them to decide if  
193 they would like to deal with the erosion sooner.

194 Mr. Kloptosky additionally discussed drafts that he had received from the District  
195 Engineer, noting that they did not match what the Board had discussed. He explained that  
196 he would be unable to work with Mr. Sowell to receive the revised drawings until an  
197 interim agreement was reached.

198 Mr. Polizzi asked if Mr. Kloptosky had an estimate on how long the parking lot expansion  
199 project would be delayed. Mr. Kloptosky stated that this would depend on how quickly an  
200 interim engineer could be brought on board. He noted that he would like an engineer to  
201 give their final certification on the paving project.

202 Mr. Flanagan asked if Mr. Kloptosky was aware if Mr. Sowell had submitted the permits  
203 or if they were still in process. Mr. Kloptosky stated that he believed there were still in  
204 process.

205 Mr. Flanagan asked if any arrangements had been made to direct people in regards to  
206 parking for when the parking lot would be closed. Mr. Kloptosky indicated that he did not  
207 know at this time but recommended having amenity staff monitor the parking. Mr.  
208 Flanagan suggested putting a sign at the entrance of the parking lot to direct residents to  
209 park at the golf course. In response to a question from Mr. Howden, Mr. Kloptosky  
210 confirmed that a notice regarding the parking lot closure had been sent out the day before  
211 and indicated that he could send out another notice that day. Mr. Howden stated that he  
212 would like the additional notice to be sent out.

213 Mr. Foley requested clarification on whether it was the north or south parking lot that was  
214 being discussed. Mr. Kloptosky clarified that the south parking lot was being discussed.  
215 Mr. Foley inquired as to whether temporary lights should be installed to protect the safety  
216 of pedestrians. Mr. Howden noted that temporary signs were in place to warn vehicles to  
217 watch to for pedestrians. Mr. Foley expressed concerns that the signs would not be  
218 effective. Mr. Howden indicated that he did not believe there would be time to install lights  
219 before the parking lot closure.

220 Dr. Merrill stated that she would like to address the wild hog problem. Mr. Clark reminded  
221 the Board that the CDD was a limited power form of government and that the animal  
222 control fell outside the District's jurisdiction. He clarified that the District was not  
223 permitted to use CDD funds to protect private property. Mr. Clark cautioned against  
224 installing a perimeter fence for the sole purpose for protecting private property. He

225 additionally advised against recommending the use of chemicals to inhibit the hogs to  
226 residents.

227 Mr. Kloptosky agreed that chemicals to deter the hogs should not be recommended. He  
228 suggested that residents use Google for potential options to resolve the feral hog issue and  
229 decide which course of action they would like to take for their individual property. He  
230 explained that several trappers had been contacted but none had been willing to trap the  
231 hogs.

232 Mr. Flanagan brought up pond bank erosion concerns and asked what could be done to  
233 prevent further erosion caused by the hogs. Ms. Leister discussed a fence that had been put  
234 up in another community she had worked in to deter hogs and noted that it had been  
235 unsuccessful, as the hogs just went around the fence. Ms. Leister additionally advised  
236 against the use of chemicals.

237 Mr. Foley asked for an estimate on how much it would cost to install a perimeter fence.  
238 Mr. Kloptosky indicated that while it would be under 1 million dollars, it would be a large  
239 sum of money.

240 Mr. Polizzi requested an update on the Field Maintenance Supervisor opening. Mr.  
241 Kloptosky stated that this position was currently being advertised. He noted that a current  
242 staff member had been temporary promoted to an Assistant Supervisor position and  
243 recommended for this position to be made permanent. Mr. Howden indicated that he would  
244 like to discuss this at the upcoming Workshop Meeting.

245 Mr. Flanagan requested clarification on the number of heaters being replaced. Mr.  
246 Kloptosky explained that 4 heaters had been replaced and that 4 additional heaters would  
247 likely need to be replaced the next year.

248 E. Exhibit 4: District Counsel: Scott Clark

249 Mr. Clark explained that a letter had been received from DRMP that indicated they would be  
250 terminating services, as Mr. Sowell had left the company to work for Kimley-Horn. He informed  
251 the Board that DRMP had agreed to make the CAD files available to Mr. Sowell and Kimley-Horn.  
252 Mr. Clark stated that Kimley-Horn indicated that they would be interested in completing the  
253 projects Mr. Sowell had been working on but noted that this would be at a higher rate. Mr. Clark  
254 recommended preparing an RFQ as soon as possible in addition to entering a limited scope  
255 agreement with Kimley-Horn.

256 Dr. Merrill inquired about Mr. Sowell's hourly costs. Mr. Clark indicated that he believed Mr.  
257 Sowell was classified as a Senior Professional I (being at the rate of \$220.00 to \$310.00 per hour)  
258 and added that Mr. McGaffney was looking into this to confirm.

259 In response to a question from Mr. Flanagan, Mr. Clark stated that he believed the limited would  
260 cover meeting attendance as requested, as well as projects that were enforced. He added that this  
261 would require the Board to give specific go-ahead for any new projects.

262 Mr. Flanagan asked Mr. Kloptosky is there were any crucial projects that would require an engineer  
263 before a new company was selected. Mr. Kloptosky indicated that he would need a certification in  
264 addition to a redraw for the Crossings and for ADA parking. He added that he was not sure how  
265 much time the north parking lot negotiations would take to complete.

266 In response to an additional question from Mr. Flanagan, Mr. Clark explained that the proposal  
267 process would remain the same. Mr. Flanagan expressed that he would like to continue to work  
268 with Mr. Sowell for the projects that were progress, as Mr. Sowell was already familiar with the  
269 projects.



270 Mr. Polizzi commented on DRMP's lack of professionalism in regards to terminating services  
271 without proper notice. Mr. Clark acknowledged that DRMP were legally obligated to complete the  
272 projects but recommended continuing to work with Mr. Sowell instead, as Mr. Sowell had more  
273 knowledge and expertise.

274 On a MOTION by Mr. Howden, SECONDED by Dr. Merrill, WITH ALL IN FAVOR, the Board approved  
275 entering into a limited scope agreement with Kimley-Horn to complete work underway and to provide  
276 necessary day-to-day engineering services, for the Grand Haven Community Development District.

277 Following the motion, Mr. Howden asked if a motion to terminate the contract with DRMP would  
278 be necessary, to which Mr. Clark confirmed that it would. Mr. Clark noted that the District would  
279 be entitled to paper copies of any files under the contract. Mr. Flanagan indicated that he would  
280 prefer to receive electronic copies. Mr. Clark stated that he would ask for the District to receive  
281 electronic copies.

282 Dr. Merrill asked what the time frame would be for DRMP to release the documents. Mr. Clark  
283 confirmed that DRMP would be required to release the documents immediately, noting that this  
284 may have been done already.

285 Mr. Polizzi asked if DRMP had any liability to the District. Mr. Clark indicated that he could write  
286 a termination letter that would cover this.

287 On a MOTION by Mr. Howden, SECONDED by Mr. Flanagan, WITH ALL IN FAVOR, the Board  
288 approved the Termination of the DRMP Contract, subject to DRMP's ongoing cooperation with Kimley-  
289 Horn to turn over files to Mr. Sowell in addition to copying the District on the electronic files, for the Grand  
290 Haven Community Development District.

291 Following the motion, Mr. Clark stated that he would like for the Board to authorize staff to proceed  
292 with an RFQ for engineering services.

293 On a MOTION by Mr. Howden, SECONDED by Dr. Merrill, WITH ALL IN FAVOR, the Board  
294 authorized staff to prepare an RFQ for Engineering Services for the Grand Haven Community Development  
295 District.

296 Following the motion, Mr. Clark provided information to the Board on an updated RFP for Debris  
297 Removal, noting that he had incorporated comments from Mr. Flanagan regarding general liability  
298 provisions. He indicated that he would like to move forward on this as soon as possible. In response  
299 to a question from Mr. Flanagan, Mr. Clark confirmed that all items Mr. Flanagan had sent would  
300 be included in the RFP, including FEMA expertise.

301 On a MOTION by Mr. Flanagan, SECONDED by Mr. Polizzi, WITH ALL IN FAVOR, the Board  
302 authorized staff to submit the RFP for Debris Removal for the Grand Haven Community Development  
303 District.

304 Following the motion, Mr. Clark provided an update regarding the review of post orders and  
305 amenity rules. He stated that he was not ready to finalize the date for the post orders but noted that  
306 he had sent each Board member a copy of a draft. He indicated that he was hoping to finalize the  
307 draft by February.

308 Mr. Howden requested that further discussion on this issue be delayed until both the Operations  
309 and Amenities Managers had a chance to review and comment on the proposals. Mr. Polizzi asked  
310 if it would be viable to discuss this at the next Regular Meeting. Mr. Howden pointed out that the  
311 post orders and amenity rules were not on the schedule for what needed to be done that year. He  
312 expressed that he would like to have Mr. Ross, Mr. Lucansky, and Mr. Kloptosky's input. Mr.

313 Howden stated that he was reluctant to set a deadline at this time, due to the present engineering  
314 issues.

315 In response to a comment from Mr. Foley, Mr. Howden agreed that Mr. Kloptosky would not need  
316 to come to the next Workshop Meeting to provide an update on these items and clarified that Mr.  
317 Kloptosky could inform the Chair and District Manager of his time frame estimate.

318 F. District Manager: Howard “Mac” McGaffney/ David McInnes

319 This item was not discussed.

320 **FIFTH ORDER OF BUSINESS – Consent Agenda Items**

321 A. Exhibit 5: Consideration for Acceptance – The December 2021 Unaudited Financial Report

322 This item was not considered.

323 B. Exhibit 5: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting  
324 Held December 2, 2021

325 Dr. Merrill noted that Line 47 should read “improve communication with the CDD”, not “improve  
326 communication with residents.”

327 Mr. Howden expressed that he believed a consensus was reached to have one written vendor review  
328 per year and to receive recommendations from vendors. Mr. Foley indicated that he agreed with  
329 Mr. Howden. Mr. McInnes requested confirmation that Mr. Howden would like Lines 446 through  
330 448 amended to be verbatim. Mr. Howden confirmed that he would like for this to be done.

331 Mr. Foley inquired about the action items under the Eighth Order of Business and indicated that he  
332 would like these items to receive a follow-up. Mr. McGaffney explained that the purpose of the  
333 action items was to summarize actionable items that had been discussed during the meeting.

334 Mr. Foley asked when the Board would like to discuss the action items. Dr. Merrill indicated that  
335 she had noticed several actionable items had not been included in the list of action items. She stated  
336 that she would like to discuss the action item summary at the end of each meeting and suggested  
337 following up on action items under the District Manager’s report. Mr. Howden requested to further  
338 discuss this matter under Supervisor Requests.

339 C. Exhibit 6: Consideration for Approval – The Minutes of the Board of Supervisors Workshop  
340 Meeting Held December 9, 2021

341 On a MOTION by Dr. Merrill, SECONDED by Mr. Polizzi, WITH ALL IN FAVOR, the Board approved  
342 the Minutes of the Board of Supervisors Regular Meeting Held on December 2, 2021, as amended, and  
343 the Minutes of the Board of Supervisors Workshop Held on December 9, 2021, for the Grand Haven  
344 Community Development District.

345 *(The Board recessed the meeting at 11:13 a.m. reconvened at 11:30 a.m.)*

346 **SIXTH ORDER OF BUSINESS – Business Items**

347 A. 11:30 a.m. to 1:00 p.m.: Time Specific Q&A with Residents on District Communications

348 Mr. Howden stated that the District Manager, Operations Manager, and Office Manager were no  
349 longer present at the meeting but noted that the Operations and Office Managers may rejoin the  
350 meeting. He requested to begin the Q&A with residents adhering to the 3-minute comment rule and  
351 noted that discussion would occur after the comments.

352 Resident Julia Dolgin expressed that she had found it difficult to communicate with Southern  
353 States, Mr. Kloptosky, and the CDD, noting that she had never received a return call or email. Mr.  
354 Howden clarified that Southern States was the HOA and could not be addressed by the Board.

355 In response to a question from Mr. Howden, Ms. Dolgin stated that she had been trying to find out  
356 who was responsible for a particular sidewalk. Mr. Howden explained that this would likely have  
357 to involve District Counsel and would take time to get an answer. Mr. Kloptosky confirmed that he  
358 was currently waiting on a response from District Counsel on this matter.

359 Mr. Flanagan asked how Ms. Dolgin would prefer to receive a response. Ms. Dolgin indicated that  
360 she would like to receive a response via email.

361 Mr. Foley suggested that residents be contacted with a time frame estimate if their questions are  
362 not able to be answered immediately. Mr. Flanagan recommended that the Board clearly outline  
363 the process of CDD communication.

364 Resident Donna McGevna recommended implementing an open ticket system on the website for  
365 residents to communicate with the CDD. She noted that the website needed to be ADA compliant.

366 Ms. McGevna discussed an incident in which a former resident had been selling clickers to access  
367 the community on Nextdoor and expressed security concerns. She stated that she had purchased  
368 the clickers to prevent non-residents from obtaining the clickers and mentioned that the resident  
369 had been selling the clickers due to a lack of rebate provided by the CDD office.

370 Mr. Howden explained that the clickers would not work, as they would need to be reactivated at  
371 the office. Ms. McGevna suggested sending out an e-blast to remind residents that they are required  
372 to turn in their clicker if they move. Mr. Flanagan recommended having a checklist for residents  
373 leaving the community.

374 Ms. McGevna indicated that multiple residents felt that the Board meetings disrupted multiple  
375 classes held in the Grand Haven Room, such as yoga and dance classes. Mr. Howden noted that  
376 this Q&A was meant to specifically discuss District communications, not general public comments.  
377 Ms. McGevna stated that residents were requesting for the Board meetings to be held at the  
378 Creekside Center. Mr. Howden reiterated that these comments should be made during Audience  
379 Comments.

380 Dr. Merrill asked what Ms. McGevna would recommend for residents to communicate their  
381 opinions outside of meetings. Ms. McGevna recalled that she had suggested a community mailbox  
382 but was told that a community mailbox would not work. Mr. Howden noted that he did not recall  
383 telling Ms. McGevna that a community mailbox would not work.

384 Ms. McGevna suggested having the community mailbox on the website and for the Board to read  
385 out submitted comments and questions during the first 10 minutes of each meeting. She expressed  
386 disappointment in the current state of the District website and added that she would like for the  
387 weekly e-blasts regarding community updates to return. Mr. Foley noted that he did not recall the  
388 weekly e-blasts Ms. McGevna mentioned but noted that he felt this was a good suggestion.

389 Ms. McGevna expressed that she felt important information was hidden in long reports and  
390 indicated that she would like to have bulleted summaries in addition to the full reports for residents  
391 to review. Discussion regarding website improvements ensued.

392 Resident Lisa Mrakovcic commented positively on the Board's transparency and efforts to  
393 communicate with residents. She indicated that she would like to have more information available  
394 on the website, particularly expensive projects.

395 Dr. Merrill asked if residents would prefer for meetings to be more interactive or if they would  
396 prefer to continue with the 3-minute comment format. Resident Kathleen Fuss noted that residents  
397 tend to leave the meeting after Audience Comments and often did not have their concerns addressed  
398 until the end of the meeting or at the next meeting. She requested for the Board to inform residents  
399 that their question may not be answered that meeting and to let them know when they could expect  
400 an answer.

401 Resident Dale Curran pointed out that many residents were unable to attend meetings, as they were  
402 held during the day. She suggested scheduling some meetings in the evening so that more residents  
403 would be able to attend and communicate their concerns.

404 Resident Pat Malak suggested consolidating the three mailing lists into a single mailing list to  
405 ensure residents received all communications. Mr. Flanagan noted that this would need to be  
406 discussed with District Counsel but indicated that he would be in favor of this idea.

407 Mr. Zelman indicated that he agreed the website should be used as a central point of  
408 communication. He inquired about what resources were being put towards the website, who was in  
409 charge of the website, and what the budget was for the website.

410 Mr. Polizzi noted that the current status of the budget was published in the meeting minutes. Mr.  
411 Polizzi explained that the website was currently underfunded and indicated that website  
412 improvements were a key part of the Board's strategic planning. He stated that the current operating  
413 budget for the website was about \$1,500 per year. He mentioned that Palm Coast had improved  
414 their website but that there had been controversy over the costs involved. He encouraged residents  
415 to give their input on what they would like the website to feature.

416 Mr. Howden asked if the Board should focus largely on electronic communications over print  
417 communications. Mr. Flanagan stated that he would like to focus on electronic communications but  
418 added that he would like to get feedback from residents on this matter as well.

419 Mr. Howden requested Mr. Clark to follow up on sharing email addresses across the 3 organizations  
420 for the mailing lists. Mr. Flanagan recommended that Mr. Clark look into having residents make  
421 the decision to share their email with all 3 organizations, rather than having the District make the  
422 decision to share the email addresses. Dr. Merrill suggested sending out a mass mailing to all  
423 homeowners regarding the website and email mailing list.

424 Mr. McInnes stated that he had received 3 emails from residents who had been unable to attend the  
425 meeting. He indicated that the first email had pertained to cell phone access at the gates. Mr.  
426 McInnes explained that the residents in the second email commented on poor communication with  
427 the CDD office. The residents acknowledged that they did eventually receive an update but that it  
428 often took weeks. Mr. McInnes stated that the third email contained a request from residents to give  
429 special notices for meetings that would discuss high-ticket or controversial items.

430 Mr. Howden asked how the Board would determine what was considered to be a controversial item.  
431 Mr. Polizzi indicated that he felt all changes should be presumed by the Board to be controversial.  
432 Mr. Howden noted that all items were already listed on the meeting agenda and report, and asked  
433 that the Board consider how this could be done differently to better communicate with residents.

434 Ms. Malak recommended highlighting large-ticket items on the agenda. Mr. Foley suggested  
435 making the agenda more descriptive to give residents more information on what was to be  
436 discussed. Mr. Polizzi recommended that the Board include the date that an item was going to be  
437 voted on, if the date was known. Mr. Flanagan suggested making the agenda a smart document that  
438 would allow residents to click on an item to bring them to the related page. Mr. McInnes noted that  
439 there would be a cost to this change, as this was not included for any other CDDs. He indicated that  
440 he would get back to the Board with the price.

441 Mr. Howden noted that items that were going to be voted on would typically be under Business  
442 Items. Discussion regarding the website ensued. Mr. McInnes explained that financial documents  
443 were required to be kept on the website for 2 years by law. He additionally noted that there was a  
444 cost per page for the agenda packet. Mr. Polizzi recognized the need to make the website a priority  
445 and stressed the importance of resident input.

446 Ms. Gallo noted that the HOA would not be able to exchange information, such as putting a ticket,  
447 from the HOA website to the CDD website in its current state. Mr. Flanagan noted that updates to

448 the CDD website would likely be more expensive than it would be for a corporation or the HOA,  
449 as the CDD had strict guidelines and laws to follow. Ms. Gallo recommended sending out weekly  
450 notices to better communicate with residents.

451 Mr. Howden acknowledged that more electronic communications were needed and stated that he  
452 would like to have discuss the website and periodic communications at a Workshop Meeting. Dr.  
453 Merrill indicated that she agreed with Mr. Howden but noted that she felt the Board needed to first  
454 establish rules of engagement. Mr. McInnes suggested that the Board review other CDD websites  
455 for ideas to use on the Grand Haven website. He mentioned that they would be able to view how  
456 much other Districts paid for their particular website hosting by reviewing the financial documents  
457 available on the websites.

458 Mr. Foley asked if the Board could include a link to a website containing the information requested  
459 by residents to the main CDD website. Mr. Polizzi stated that he would like to build a working  
460 committee around communications and expressed concerns that fragmenting the information  
461 source would create logistic problems.

462 Mr. Foley asked Mr. Clark if the CDD website could be linked to the Vesta website. Mr. Clark  
463 confirmed that links could be established but noted that having an interactive website may be  
464 difficult due to public record requirements. He added that the email list change that had been  
465 discussed earlier in the meeting would likely be able to be easily implemented.

466 Mr. Foley recommended having one-way communication on the website with information the  
467 Board would like disseminated to the public.

468 Mr. Howden asked if the Board would like to include items required on the CDD website, such as  
469 agendas and financial reports, on an amenity website. Mr. Polizzi indicated that felt the Board was  
470 on the right track and needed to focus on continuing the planning process for the website.

471 Mr. Howden asked the other Supervisors to look at the District directory and send Mr. McInnes  
472 and Mr. McGaffney their input on what they felt should be changed. Mr. Howden additionally  
473 requested for the rest of the Board to make a list of website priority items to send to Mr. McInnes.  
474 In response to a comment from Dr. Merrill, Mr. Howden asked that the Board compile a list of  
475 what they would like to communicate with the residents as well.

476 Mr. McInnes requested for the Board to send in their comments by January 28. Mr. Polizzi asked  
477 Mr. McInnes to provide the Board with a list of communication documents, including the frequency  
478 that the communication was being sent out. Discussion regarding the timeline for the Board to send  
479 Mr. McInnes their input and the level of detail they would like to have in their comments.

480 Mr. Howden stated that he would like the Board to give Mr. McInnis input on categories, timing,  
481 and methods. Mr. Howden requested for Mr. McInnes to collect Mr. Kloptosky's input as well. He  
482 noted that he there would not be time to discuss this at the February Workshop Meeting and asked  
483 that the Board submit their comments to Mr. McInnes within the next 2 weeks.

484 Mr. Howden asked if it would be critical to go through the unaudited financial report. Mr. McInnes  
485 confirmed that this would not be critical but noted that Exhibit 8 would be considered critical.

486 B. Discussion Resident Survey – Long Term Capital Plan (LTCP)

487 This item was not discussed.

488 C. Consideration of Setting a Date for Community Town Hall/Workshop

489 This item was not discussed.

490 D. Exhibit 8: Consideration & Adoption of **Resolution 2022-04**, Appointing Assistant Secretary

491 Mr. McInnes explained that this resolution would appoint himself as Assistant Secretary.  
492 Discussion ensued regarding the functions of the Assistant Secretary role. Mr. McInnes explained  
493 that the role of the Assistant Secretary was to attest to resolutions, meeting minutes, and any other  
494 formal actions taken by the Board when the Secretary was not available. In response to a question  
495 from Mr. Flanagan, Mr. McInnes confirmed that this role did not involve treasury functions.

496 On a MOTION by Mr. Foley, SECONDED by Mr. Flanagan, WITH ALL IN FAVOR, the Board adopted  
497 **Resolution 2022-04**, Appointing Assistant Secretary for the Grand Haven Community Development  
498 District.

499 Following the motion, Mr. Foley asked if questions and comments on the financials should be sent  
500 to Mr. McInnes. Mr. Howden indicated that the Board should send comments on the financials or  
501 the minutes prior to meetings in the future.

502 E. Exhibit 9: Consideration to Authorize to Advertise Emergency Disaster Debris Removal RFP

503 This item was discussed under Exhibit 14, under Staff Reports.

504 F. Exhibit 10: Consideration of Port Orders

505 This item was discussed under Exhibit 14, under Staff Reports.

506 G. Exhibit 11: Consideration of Kimley-Horn District Engineer Hourly Rate Schedule

507 This item was discussed under Exhibit 14, under Staff Reports.

508 **SEVENTH ORDER OF BUSINESS – Supervisor’s Requests**

509 Mr. Polizzi suggested having an experienced group of residents assist the Board with strategizing  
510 communications. He stated that he would like to get a broader consensus at the next Workshop  
511 Meeting. The Board agreed to have this on the agenda for the next Workshop Meeting. Mr.  
512 Flanagan mentioned that this had been discussed in the past and stated that legal constraints would  
513 need to be explained to the residents. Mr. Howden pointed out that the Board had already discussed  
514 several options for communicating with residents and expressed concerns that a committee may  
515 slow down plans. Mr. Flanagan noted that residents were able to put together a group themselves  
516 and would be able to submit recommendations to the Board. He explained that if the Board put  
517 together a committee, the committee could only provide facts, not recommendations.

518 Mr. Polizzi disagreed that a committee would slow down planning and expressed that he felt a  
519 committee would be a better way to strategize than hiring a communications consultant. Mr.  
520 Howden reiterated that he would not be in favor of a committee.

521 Mr. Foley indicated that he felt a committee could actually expedite the decision-making progress,  
522 as they would be able to meet more frequently. Mr. Clark noted that the role of the group would  
523 need to be clearly defined and pointed out that a committee would need to advertise their meetings  
524 and keep minutes. Mr. Flanagan discussed the amount of work and money involved in order to  
525 have a resident committee.

526 In response to a question from Mr. Flanagan, Mr. Polizzi indicated that he would prefer for a more  
527 official committee to be put together. Mr. Howden stated that he would like to hire an expert to  
528 assist with the website.

529 Mr. Foley asked if a Board member were permitted to discuss the website with groups of residents  
530 and bring their input back to the Board. Mr. Clark confirmed that this would be allowed. Mr. Foley  
531 recommended that Mr. Polizzi speak with a group of residents to receive their input. Dr. Merrill  
532 asked if information could be put out stating that Mr. Polizzi would like to speak with residents at  
533 specific dates and times. Mr. Clark confirmed that this would be permitted. Mr. Polizzi stated that

534 he would like to send out an email using the CDD list requesting resident input. Mr. Howden  
535 requested that Mr. Polizzi discuss this matter further with Mr. Clark.

536 Mr. Polizzi noted that Vesta had been acquired by a holding company. He indicated that he would  
537 like Vesta or the holding company to make a statement acknowledging this change and added that  
538 he would like for this information to be included in the minutes. Mr. Howden stated that he was  
539 under the impression that a formal public notice was going to be made and requested for this to be  
540 put on the agenda. Mr. Clark confirmed that the company was acquired as a whole and that the  
541 contract with Vesta was still in place. He noted that there was a termination clause should the Board  
542 come to be dissatisfied with Vesta's work after the acquisition. Mr. Clark additionally stated that  
543 he believed Vesta would be making an announcement to the community regarding the change. In  
544 response to a question from Mr. Flanagan, Mr. Clark confirmed that he would be looking into the  
545 details of the acquisition.

546 Dr. Merrill inquired about a PowerPoint presentation that had been sent to the Board regarding IT  
547 pricing from Arnie Hernstein. She stated that she would like to work with Mr. Hernstein to try to  
548 consolidate the Board's accounts and noted that there would be no charges. Mr. Howden indicated  
549 that he would not be opposed to this and stated that he would like to agree to this as a Board and  
550 implement a timeframe. Mr. Flanagan noted that Mr. Hernstein may be able to get input from the  
551 District contractors and budget and that the Operations staff would most likely not be involved. Mr.  
552 Howden recalled that the Board had previously agreed that they did not want other individuals  
553 getting in between Operations and the contractor. Mr. McInnes stated that several other Districts  
554 he had worked with had tried doing this and noted that this had the tendency to go poorly.

555 Dr. Merrill reiterated that she had confidence in Mr. Kloptosky and his team but that she felt another  
556 perspective would help the Board economize. Mr. Howden expressed concerns that vendors could  
557 react poorly to this arrangement. Mr. Polizzi commented positively on the concept but indicated  
558 that he did not think it was the right time to implement this. Mr. Flanagan stated that he would  
559 prefer going directly to the vendors to try to reduce costs.

560 Mr. Kloptosky agreed with Mr. McInnes and noted that having residents get involved with vendors  
561 had gone poorly in his experience as well. He recommended appointing someone to collect  
562 suggestions from the resident and to have the vendor answer questions directly at a meeting.

563 Dr. Merrill asked if **Celera** was going to provide the Board with feedback. Mr. Flanagan recalled  
564 that **Celera** was going to meet with Ms. Stepniak and the rest of the office staff regarding  
565 architecture and application changes. Ms. Stepniak indicated that this meeting had still not occurred  
566 as of yet. Mr. Flanagan requested that Ms. Stepniak push for a deadline. In response to a question  
567 from Dr. Merrill, Ms. Stepniak confirmed that providing a virtual CIO was part of **Celera's** contract.  
568 Mr. Howden requested that Mr. Kloptosky include comments on this matter in his Operations  
569 report.

570 Mr. Foley requested that future agendas include an update on the status of action items listed on  
571 meeting minutes. Mr. Howden suggested including more information on the Meeting Matrix as an  
572 alternative. Mr. McInnes indicated that he would like to include the action items as a chart as part  
573 of the District Manager report. He explained that this would be a live document that would be  
574 updated from meeting to meeting. The Board agreed to have the action items under the District  
575 Manager report.

576 Mr. Foley set the expectation of a revised draft of the O&M expense budget for the next Workshop  
577 Meeting. He explained that the Board would like to see the annual expenses for the next 7 to 10  
578 years and the effect of these expenses on assessments. He stated that he would like to see this for  
579 the capital plan as well. Mr. Foley additionally noted that some expenses would be ongoing while  
580 others would be a one-time expense.

581 In response to a question from Mr. McInnes, Mr. Foley confirmed that he would like a 7-year  
582 projection at minimum. Mr. Flanagan disagreed and stated that starting with a 3-year timeframe  
583 would yield more accurate projections. Mr. Howden indicated that he had been under the  
584 impression that a 10-year capital plan and a 5-year O&M plan had been decided on previously.

585 Mr. Foley expressed that he felt the long-term plan should be a big part of how the Board comes  
586 up with the budget from year to year. He stated that he would like numbers to be taken from the  
587 contracts with a projected increase of about 4%.

588 Mr. Howden asked the other Board members how many years they would like projected for O&M  
589 and capital. Mr. Polizzi stated that he agreed with Mr. Foley and would like a 10-year projection  
590 for both. Mr. Flanagan expressed that he would prefer a 3-year plan for the O&M and 5-year plan  
591 for capital. Dr. Merrill indicated that she would like to have a 10-year projection for both the O&M  
592 and capital. Mr. Howden noted that 3 supervisors preferred a 10-year plan for both the O&M and  
593 capital and that no further discussion was needed.

594 Mr. Foley requested for the Board to receive a copy of the long-term plan draft as soon as possible  
595 and offered his assistance to Mr. McInnes.

596 Mr. Howden asked for any items that Mr. Foley, Mr. McInnes, and Mr. McGaffney disagree on to  
597 be color coded. Mr. Howden additionally noted that Mr. Kloptosky had sent in a list of both O&M  
598 and capital items and requested for these to be separated.

599 **EIGHTH ORDER OF BUSINESS – Action Item Summary**

- 600 A. Amenity staff will track croquet court and pickleball court use and report to the Board.
- 601 B. The District Manager will list his action items from Board minutes as a report under the District  
602 Manager section of the agenda.
- 603 C. The District Operations Manager is to advise Supervisors as to types of communications that exist  
604 (categories/frequency/method) for future workshop issue.
- 605 D. Supervisors are to send the District Managers list of website priority items and list other  
606 communication priorities. Comments should be submitted within 2 weeks.
- 607 E. The District Manager is to provide a clear set of objectives for Long Term Capital Plan Workshop.

608 **NINTH ORDER OF BUSINESS – Upcoming Meeting Agenda Items/ Meeting Matrix**

609 Mr. McInnes reviewed the action item summary. In response to a comment from Mr. McInnes, Mr.  
610 Howden indicated that he would like the Board to have a deadline of 2 weeks to submit their website  
611 and communication priorities.

612 Dr. Merrill inquired about payment from Escalante. Mr. McInnes indicated that he believed this  
613 was on the January financials. Mr. Clark stated that the figure had been between \$47,000 and  
614 \$50,000.

615 Mr. Polizzi requested for Mr. McInnes to set clear objectives for the Workshop Meeting relating to  
616 the strategic plan. He requested a simple one-pager detailing the agenda items that were to be  
617 addressed.

618 Mr. Foley expressed that it was important for Mr. Kloptosky's input to be incorporated into the  
619 capital plan before the Board's ideas were incorporated.

620 **TENTH ORDER OF BUSINESS – Next Meeting Quorum Check: February 3, 9:00 a.m.**

- 621 • Quorum Check

622 All Board members confirmed that they would be present for the meeting, which would establish  
623 a quorum.



624 **ELEVENTH ORDER OF BUSINESS – Adjournment**

625 Mr. Howden asked for final questions, comments, or corrections before requesting a motion to  
626 adjourn the meeting. There being none, Mr. Flanagan made a motion to adjourn the meeting.

627 On a MOTION by Mr. Flanagan, SECONDED by Mr. Foley, WITH ALL IN FAVOR, the Board adjourned  
628 the meeting, at 2:43 p.m., for the Grand Haven Community Development District.

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

632 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
633 **meeting held on \_\_\_\_\_.**

634

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

635 **Title:**    **Secretary**    **Assistant Secretary**

**Title:**    **Chairman**    **Vice Chairman**

# EXHIBIT 9

**RESOLUTION 2022-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICER OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. Joanna Lee is appointed Treasurer.

Section 2. Patricia Thibault is removed from her prior appointment as Treasurer.

Section 3. This Resolution supersedes any prior appointments made by the Board for Treasurer as set forth in Resolution 2021-08 to the extent in conflict therewith.

Section 4. This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED THIS 24<sup>th</sup> DAY OF FEBRUARY, 2022**

**GRAND HAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIRMAN / VICE CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY / ASSISTANT SECRETARY**

# EXHIBIT 10

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR QUALIFICATIONS FOR  
PROFESSIONAL ENGINEERING SERVICES**

**Flagler County, Florida**

**FEBRUARY \_\_\_\_, 2022**

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REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL  
ENGINEERING SERVICES FOR THE GRAND HAVEN  
COMMUNITY DEVELOPMENT DISTRICT

The Grand Haven Community Development District (the “District”), located in Flagler County, Florida, announces that it is soliciting professional engineering services to be performed on a continuing basis for the District’s earthwork, stormwater management systems, roadway improvements, landscape, irrigation, signage and lighting improvements, preserve areas, and other public improvements authorized by Chapter 190, Florida Statutes. The engineering firm or individual selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

The selection manual (“Selection Manual”), including the scope of work, instructions to applicants, evaluation criteria and other documents, will be available for public inspection.

Any firm or individual (“Applicant”) desiring to provide professional engineering services to the District must: (1) hold applicable federal, state and local licenses; (2) be authorized to do business in Florida in accordance with Florida law; and (3) furnish a statement (“Qualification Statement”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” along with pertinent supporting data.

The District will review all Applicants consistent with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, Florida Statutes (“CCNA”). Each interested Applicant must submit an original copy and one (1) electronic copy (PDF format on a USB flash drive) of the Qualification Statement, along with all other requested attachments, by 11:00 a.m. on \_\_\_\_\_, 2022 (“Submittal Deadline”), to the attention of Howard McGaffney, District Manager, c/o Vesta/DPPG Management & Consulting, 250 International Parkway, Suite 208, Lake Mary, FL 32746.

Furthermore, all Applicants – and specifically the individual(s) who would be responsible for providing the engineering services and interacting with the District’s representatives on a day-to-day basis shall be available to present the Applicant’s Qualifications Statement and respond to questions at the District’s \_\_\_\_\_, 2022, Board meeting to be held at 9:00 a.m. at the Grand Haven Room, 2001 Waterside Parkway, Palm Coast, Florida 32137, and, upon the District Board’s request, such other meetings as the District’s Board may designate (contact the District Manager for time/location, and any adjustments to the date).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and Selection Manual, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the

next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant, and so forth.

Any protest regarding the terms of this Notice, or the Selection Manual on file with the District Manager, must be filed in writing, within seventy-two (72) hours after the Submittal Deadline. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest any matters relating to the Selection Manual. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Five Hundred Dollars (\$500.00). Furthermore, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request. Additional information and requirements regarding protests are set forth in the Selection Manual and the District's Rules of Procedure, which are available from the District Manager.

Any and all questions relative to this Request for Qualifications shall be directed in writing by e- mail only to Howard McGaffney at [hmac@vestapropertyservices.com](mailto:hmac@vestapropertyservices.com).

Howard McGaffney, District Manager



GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR QUALIFICATIONS FOR  
PROFESSIONAL ENGINEERING SERVICES  
Flagler County, Florida

Instructions to Applicants

SECTION 1. DUE DATE. Qualification Statements (defined herein) must be received by each applicant ("Applicant") no later than 11:00 a.m. (EST) on \_\_\_\_\_, 2022 ("Submittal Deadline"), at the Offices of the District Manager, c/o Vesta/DPFG Management & Consulting, 250 International Parkway, Suite 208, Lake Mary, FL 32746, Attention: Howard McGaffney.

SECTION 2. SCOPE OF WORK. The District is a special purpose unit of local government established under Chapter 190, Florida Statutes, for the purpose of financing, acquiring, constructing, operating and maintaining public infrastructure improvements. Related thereto, the District is soliciting qualification statements for professional engineering services for the District's earthwork, stormwater management systems, roadway improvements, landscape, irrigation, signage and lighting improvements, preserve areas, and other public improvements authorized by Chapter 190, Florida Statutes. This work shall also include all related permit applications, as well as, any renewals and modifications to the District's permits. In addition, the District's engineer will be required to attend meetings of the District's Board of Supervisors when requested. This work ("Project") shall be performed on an as-needed, continuing basis as requests are received.

SECTION 3. CONTENTS OF QUALIFICATION STATEMENTS. Each Applicant shall submit a qualification statement ("Qualification Statement") using U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," and shall additionally provide all of the following information as part of such Qualification Statement regardless of whether the information is called for by Form 330 or not:

- a) A listing of the position / title and corporate responsibilities of key management or supervisory personnel. Include résumés for each person listed, and list years of experience in present position for each party listed and years of experience on projects similar to the Project;
- b) A listing of the engineer point of contact and any other personnel (or subcontractors) proposed for the Project. Include résumés for each person listed, and list years of experience in present position for each party listed and years of experience on projects similar to the Project;
- c) Information relating to the Applicant's past experience and performance for projects similar to the Project. Please specifically describe any prior or current

experience with community development districts established under Chapter 190 of the Florida Statutes.

- d)** At least three (3) references from projects of similar scope to the Project. Include information relating to the work conducted for each reference as well as a name, address and phone number of a contact person. The Applicant acknowledges and agrees by submitting a Qualification Statement that the District may contact such references;
- e)** A brief narrative description of the Applicant's approach to providing the services as described herein;
- f)** Information relating to whether the Applicant is a certified minority business enterprise;
- g)** Information relating to the Applicant's willingness and ability to meet time and budget requirements;
- h)** Information relating to the geographic location of the Applicant's headquarters and local offices;
- i)** Information relating to the recent, current and projected workloads of the Applicant;
- j)** Information relating to the volume of work previously awarded to the Applicant by the District;
- k)** Information relating to the Applicant's financial capacity;
- l)** A listing of the Applicant's current state, federal, and local licenses and the statuses of the same;
- m)** A current certificate of insurance, or equivalent information, identifying the Applicant's current insurance limits and demonstrating the Applicant's errors and omissions and other insurance;
- n)** Information relating to whether, over the past 10 years, Applicant has been terminated from any contract, and, if so, the reasons for such termination, and, if no such conditions exist, Applicant shall affirmatively disclose the same;
- o)** Information relating to whether, over the past 10 years, Applicant has defaulted on any contract or is in arrears on any contract, or for failure to demonstrate proper licensure and business organization, and, if no such conditions exist, Applicant shall affirmatively disclose the same;
- p)** Information relating to whether, over the past 10 years, Applicant has been

involved in any litigation involving any contract or work and the status and/or results of such litigation, and, if no such conditions exist, Applicant shall affirmatively disclose the same;

- q) Information relating to whether, over the past 10 years, Applicant has been the subject of any governmental action of any kind (e.g., investigation, proceeding, penalty, licensure issue, etc.) and the status and/or results of such action, and, if no such conditions exist, Applicant shall affirmatively disclose the same; and
- r) Completion of any other forms contained within this Selection Manual.

Applicants shall not submit as part of any Qualification Statement a proposal for the compensation to be paid under the agreement.

**SECTION 4. INSURANCE.** As noted above, each Applicant should include as part of its Qualification Statement a current Certificate of Insurance, or equivalent information, identifying the Applicant's current insurance limits and demonstrating the Applicant's ability to provide errors and omissions and other insurance. As part of any contract negotiations and final contract with the Applicant, the District may require that the Applicant provide such coverage in connection with the Project and identify the District, and the District's officers, supervisors, agents, staff, and representatives as additional insureds, and, in the event an Applicant is unable to provide such insurance, the District reserves the right to cease negotiations with that Applicant and enter into negotiations with the next highest qualified Applicant. The District further reserves the right to revise the insurance and indemnification requirements, among other contract provisions, in connection with any contract negotiations.

**SECTION 5. FINANCIAL CAPACITY.** In evaluating the Qualification Statements, the District may consider the financial capacity of each Applicant, and accordingly each Applicant should submit relevant information regarding financial capacity, as stated above. In the event the Applicant enters into contract negotiations with the District, the District may in its sole discretion require that the Applicant provide sufficient proof of financial capacity, including, if requested, audited financial statements from the last three years.

**SECTION 6. INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Selection Manual are to be directed in writing via e-mail only to Howard McGaffney, District Manager, athmac@vestapropertyservices.com. The deadline for submitting such questions shall be 11:00 a.m. (EST) on \_\_\_\_\_, 2022. Additionally, the District reserves the right in its sole discretion to make changes to the Selection Manual up until the deadline for submitting the Qualification Statements. Interpretations or clarifications considered necessary in response to any questions, and any changes to the Selection Manual up until the time of Qualification Statement opening, will be issued by Addenda, to all parties recorded as having received the Selection Manual. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed

to all Applicants. No inquiries will be accepted from subcontractors; the Applicant shall be responsible for all queries. In submitting a Qualification Statement, each Applicant shall submit an acknowledgment of receipt of all Addenda and represents that it has read and understands the Selection Manual and that the Qualification Statement is made in accordance therewith.

**SECTION 7. SUBMISSION OF QUALIFICATION STATEMENT.** Each Applicant shall submit an original copy and one (1) electronic copy (PDF format on a USB flash drive) of the Qualification Statement forms, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an envelope, marked with the project title "GRAND HAVEN CDD ENGINEERING SERVICES" and name and address of the Applicant and accompanied by the required documents. If the Qualification Statement is sent through the mail or other delivery system, the sealed envelope shall be enclosed in an envelope with a notation "QUALIFICATION STATEMENT ENCLOSED FOR GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT ENGINEERING SERVICES" on the face of it.

**SECTION 8. MODIFICATION AND WITHDRAWAL.** Qualification Statements may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Qualification Statements are to be submitted at any time prior to the time and date the Qualification Statements are due; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications or supplementations, and as otherwise permitted by Florida law. No Qualification Statement may be withdrawn after opening for a period of one hundred twenty (120) days.

**SECTION 9. PUBLIC PRESENTATIONS.** In connection with evaluating Qualification Statements submitted to the District, the District's Board of Supervisors ("Board") may elect to require public presentations by no fewer than three (3) Applicants (unless fewer submit) regarding an Applicant's Qualification Statement, approach to the Project, ability to furnish required services for the Project, and any relevant questions for the Applicant. The individual(s) who would be responsible for providing the engineering services and interacting with the District's representatives on a day-to-day basis shall be available at such presentations. The presentations are initially scheduled to occur at the District's \_\_\_\_\_, 2022 meeting, to be held at the Community Room at Grand Haven Room, 2001 Waterside Parkway, Palm Coast, Florida 32137, as well as at such other meeting or meetings as the District's Board may designate (contact the District Manager for time/location, and any adjustments to the date).

**SECTION 10. EVALUATION OF QUALIFICATION STATEMENTS; NEGOTIATION PROCESS; CONTRACT AWARD.** The Board shall review and rank the Applicants based on the information provided in the Qualification Statements, any interviews with references, any information from public presentations, and any other information generally within the knowledge of the Board or the District's staff, and using the requirements set forth in the CCNA and in this Selection Manual. Chapter 112 of the Florida Statutes will govern any voting conflicts of interest, and as such a voting

conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

The highest ranked Applicant will be requested to provide a proposal for compensation to be paid under the agreement and shall enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. In connection with any public presentations, the Board may elect to make an initial ranking of Applicants, select only the top three (or all) Applicants to make public presentations, and then further adjust the rankings based on the presentations, or may adjust the process involving public presentations in its sole discretion. Within fourteen (14) days of the conclusion of any successful contract negotiations, the District and successful Applicant shall enter into an agreement in a form substantially similar to that set forth in the Selection Manual (subject to the terms of this Selection Manual).

**SECTION 11. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all Qualification Statements and waive any informalities or irregularities in Qualification Statements where in the best interests of the District, and as determined by the District's Board in its sole discretion.

**SECTION 12. MANDATORY AND PERMISSIVE REQUIREMENTS.** Notwithstanding anything else within the Selection Manual, the only mandatory requirements of this Selection Manual for Applicants are that each Applicant must (a) be authorized to do business in Florida, and (b) hold all required State and Federal licenses in good standing. All other requirements set forth in the Selection Manual shall be deemed "permissive," in that an Applicant's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Applicant's Qualification Statement, but instead in the Board's discretion may result in the disqualification of a Qualification Statement or alternatively may be taken into account in the evaluation and scoring of the Qualification Statement.

**SECTION 13. PROTESTS.** Any protest relating to the Selection Manual, including but not limited to protests relating to the Qualification Statement notice, the instructions, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Selection Manual, or any other issues or items relating to the Selection Manual, must be filed in writing, within seventy-two (72) hours after the Submittal Deadline. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Selection Manual.

Any person who files a notice of protest of any kind shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be

approved by the District and in the amount of Five Hundred Dollars (\$500.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No Applicant shall be entitled to recover any costs of Qualification Statement preparation or other participation in the selection process, regardless of the outcome of any protest.

SECTION 14. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.

SECTION 15. PUBLIC RECORDS. The District is a governmental entity, and, accordingly, the Qualification Statements will become public record. That said, Florida law does recognize certain exceptions from the public records laws. In the event that the Applicant believes that any particular portion of the Qualification Statement is exempt from disclosure, the Applicant shall mark the exempt pages as "CONFIDENTIAL – EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Applicant. In the event that the District reasonably and in good faith believes that the Applicant's information is not confidential or exempt under Florida law, the District may provide the information in response to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Applicant's information, the District may require the Applicant to indemnify, defend, and hold harmless the District and its staff and representatives from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

SECTION 16. SUBMISSION OF ONLY ONE PROPOSAL. Applicants may be disqualified and their Qualification Statements rejected if the District has reason to believe that collusion may exist among Applicants, the Applicant has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 17. FAMILIARITY WITH THE LAW. By submitting a Qualification Statement, the Applicant is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Applicant will in no way relieve it from responsibility to perform the work covered by the Applicant in compliance with all such laws, ordinances and regulations.

SECTION 18. PUBLIC ENTITY CRIMES. Pursuant to Section 287.133(2)(a), Florida Statutes:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime

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

Applicant represents that in submitting a Qualification Statement, the Applicant has not been placed on the convicted vendor list within the last 36 months and, in the event that the Applicant is placed on the convicted vendor list, the Applicant shall immediately notify the District whereupon the Applicant may be disqualified.

SECTION 19. TABLE OF DEADLINES. For the convenience of the Applicants, the table provided below lists the relevant dates and times for the relevant aforementioned deadlines and events:

<b>Event</b>	<b>Time</b>
Availability of Selection Manual	9:00a.m. (EST) on
Deadline for Submission of Questions Regarding Selection Manual	11:00 a.m. (EST) on
Deadline for Submission of Qualification Statement and Other Required Materials	11:00a.m. (EST) on
Deadline for Selection Manual Protests	Seventy-two (72) hours after the Submittal Deadline, with a more formal and detailed protest due seven (7) calendar days after the initial notice of protest was filed.
Qualification Presentation at Meeting of District’s Board of Supervisors	9:00 a.m.. (EST) on

It is anticipated that the District’s Board of Supervisors will make a final ranking regarding this Request for Qualifications at the District’s \_\_\_\_\_, Board of Supervisors meeting.

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR QUALIFICATIONS  
FOR PROFESSIONAL ENGINEERING SERVICES  
Flagler County, Florida**

**Evaluation Criteria**

**1) Ability and Adequacy of Professional Personnel** (Weight: 30 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

**2) Engineer's Past Performance and Experience** (Weight: 30 Points)

Experience on projects similar to the Project, and past performance regarding such projects; character, integrity, and reputation of respondent; etc.

**3) Geographic Location** (Weight: 10 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

**4) Ability to Meet Time and Budget Requirements** (Weight: 10 Points)

Consider the consultant's ability to meet time and budget requirements including staffing levels and past performance on previous projects; etc.

**5) Recent, Current and Projected Workloads** (Weight: 10 Points)

Consider the recent, current and projected workloads of the firm.

**6) Financial Capacity** (Weight: 10 Points)

Consider the firm's financial capacity and insurance levels.

**APPLICANT'S TOTAL SCORE** (100 Points Possible)



**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR QUALIFICATIONS FOR  
PROFESSIONAL ENGINEERING SERVICES  
Flagler County, Florida**

**Architect-Engineer Qualifications, Standard Form  
330 (OMB No. 9000-0157, (Rev. 7/2021))**

[THIS FORM MAY BE FOUND AT <https://www.gsa.gov/Forms/TrackForm/32994>]

**AFFIDAVIT OF ACKNOWLEDGMENTS**

**STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_**

Before me, the undersigned authority, appeared the affiant, \_\_\_\_\_, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ (“**Applicant**”), and am authorized to make this Affidavit of Acknowledgments on behalf of Applicant.

2. I assisted with the preparation of, and have reviewed, the Applicant’s Qualification Statement (“**Qualification Statement**”) provided in response to the Grand Haven Community Development District Request for Qualifications for Professional Engineering Services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Applicant to constitute good cause for rejection of the Qualification Statement.

3. I do hereby certify that the Applicant has submitted only a single Qualification Statement and has not, either directly or indirectly, participated in collusion relating to the submission of the Qualification Statement.

4. The Applicant agrees through submission of the Qualification Statement to honor its Qualification Statement for one hundred and twenty (120) days from the opening of the Qualification Statements, and if awarded the contract on the basis of this Qualification Statement and further negotiations with the District, to enter into and execute the contract in a form substantially similar to that included in the Selection Manual.

5. The Applicant acknowledges the receipt of the complete Selection Manual as provided by the District and as described in the Selection Manual’s Table of Contents, and, to the extent that Addendums have been issued, the receipt of the following Addendum Nos.: \_\_\_\_\_.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Submittal Deadline, the Applicant acknowledges that (i) the Applicant has read, understood, and accepted the Selection Manual; (ii) the Applicant has had an opportunity to consult with legal counsel regarding the Selection Manual; (iii) the Applicant has agreed to the terms of the Selection Manual; and (iv) the Applicant has waived any right to challenge any matter relating to the Selection Manual, including but not limited to any protest relating to the Qualification Statement notice, instructions, the contract form, the scope of work, the evaluation criteria, the evaluation

process established in the Selection Manual, or any other issues or items relating to the Selection Manual.

7. The Applicant authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the University Place Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Qualification Statement, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Applicant.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Applicant: \_\_\_\_\_

By: \_\_\_\_\_

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

**STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ of \_\_\_\_\_, by means of (check one)  physical presence or  online notarization, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did  or did not  take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_ Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133,  
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A  
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

This sworn statement is submitted to  
Grand Haven Community Development District.

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ (“**Applicant**”), and am authorized to make this Sworn Statement on behalf of Applicant.
2. Applicant’s business address is \_\_\_\_\_.
3. Applicant’s Federal Employer Identification Number (FEIN) is \_\_\_\_\_.  
(If the Applicant has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means “a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.”
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means “a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere”
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

“A predecessor or successor of a person convicted of a public entity crime;” or

“An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate”

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means "any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity [and includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity."
8. Based on information and belief, the statement which I have marked below is true in relation to the Applicant submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_\_\_There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final

order.)

\_\_\_\_\_The person or affiliate has not been placed on the convicted vendor list.  
(Please describe any action taken by or pending with the Florida Department of  
Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I  
have read the foregoing Sworn Statement under Section 287.133, Florida Statutes,  
Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Applicant: \_\_\_\_\_

By: \_\_\_\_\_

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

**STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2022, by \_\_\_\_\_ of \_\_\_\_\_,  
by means of (check one)  physical presence or  online notarization, who is  
personally known to me or who has produced \_\_\_\_\_ as  
identification, and did  or did not  take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_ Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR QUALIFICATIONS FOR  
PROFESSIONAL ENGINEERING SERVICES  
Flagler County, Florida**

**Form of Contract**

## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

**THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES** (the “**Agreement**”) is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between:

**Grand Haven Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Flagler County, Florida, with a mailing address of c/o Vesta/DPFG Management & Consulting, 250 International Parkway, Suite 280, Lake Mary, FL 32746 (the “**District**”); and \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (the “**Engineer**”).

### RECITALS

**WHEREAS**, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes, by Ordinance 97-03 adopted of the Board of County Commissioners of Flagler County, Florida; and

**WHEREAS**, the District is authorized to plan, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

**WHEREAS**, pursuant to Sections 190.033 and 287.055, Florida Statutes, the District solicited qualifications from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

**WHEREAS**, Engineer submitted a proposal to serve in this capacity; and

**WHEREAS**, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, Florida Statutes; and

**WHEREAS**, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

**WHEREAS**, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually



covenanted and agreed as follows:

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

**ARTICLE 2. SCOPE OF SERVICES.**

**A.** The Engineer will provide general engineering services, including:

1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
2. Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
3. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects.
4. Any other items requested by the Board of Supervisors.

**B.** Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:

1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
2. Processing of contractor's pay estimates.
3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
4. Final inspection and requested certificates for construction including the final certificate of construction.
5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
6. Any other activity related to construction as authorized by the Board.

- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

**ARTICLE 3. METHOD OF AUTHORIZATION.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

**ARTICLE 4. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. **Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. **Hourly Personnel Rates** – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit A**, attached hereto and incorporated by this reference. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

**ARTICLE 5. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s

travel policy.

- B. Expense of reproduction, postage and handling of drawings and specifications.

**ARTICLE 6. TERM OF AGREEMENT.** It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

**ARTICLE 7. SPECIAL CONSULTANTS.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

**ARTICLE 8. BOOKS AND RECORDS.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

**ARTICLE 9. OWNERSHIP OF DOCUMENTS.**

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the “**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer in the District’s sole discretion to retain possession for a longer period of time. Upon early termination of the Engineer’s services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator,

or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

**ARTICLE 10. ACCOUNTING RECORDS.** Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

**ARTICLE 11. REUSE OF DOCUMENTS.** All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**ARTICLE 12. ESTIMATE OF COST.** Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent Engineer's best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**ARTICLE 13. INSURANCE.**

- A. Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
  2. Commercial General Liability Insurance, including, but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.
  3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non- owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.
  4. Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).
- B.** All insurance policies secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.
- C.** The District and the District's officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida
- D.** If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**ARTICLE 14. CONTINGENT FEE.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 15. AUDIT.** Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

**ARTICLE 16.COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**ARTICLE 17. COMPLIANCE WITH PROFESSIONAL STANDARDS.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

**ARTICLE 18. INDEMNIFICATION.** The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District and the District's officers, supervisors, agents, staff, and representatives (together, the "Indemnitees"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including without limitation the Engineer's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.6 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and No Cents (\$2,000,000.00) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

**ARTICLE 19. EMPLOYMENT VERIFICATION.** The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement. In addition, Engineer acknowledges as follows:

A. The District is subject to the requirements of section 448.095, Florida Statutes, pertaining to the use of the E-Verify system to confirm the work authorization status of all employees hired on or after January 1, 2021. By signing this Agreement Contractor acknowledges and confirms that it is registered with and uses the E-Verify system to confirm the work authorization status of all new hires. Contractor further confirms that it shall only subcontract work to be performed under this Agreement to subcontractors who are registered with and use the E-Verify system and have provided to Contractor the affidavit described in section 448.095(2)(b). Contractor must maintain a copy of the subcontractor's affidavit for the duration of this Agreement.

B. Upon a good faith belief that Contractor has knowingly violated section 448.09(1), District shall terminate this Agreement. Such termination shall not constitute a breach by the District. In addition, Contractor may not thereafter be awarded a public contract for at least 1 year after the date on which this Agreement was terminated and shall be liable to District for any additional costs incurred thereby as a result of the termination.

C. Upon a good faith belief that any of Contractor's subcontractors have knowingly violated section 448.09(1), but the Contractor otherwise complied with this subsection, District shall promptly notify the Contractor and order the Contractor to immediately terminate its contract with the subcontractor.

**ARTICLE 20. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

**ARTICLE 21. CONTROLLING LAW.** The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Flagler County, Florida.

**ARTICLE 22. NOTICE.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to Engineer:** [TO BE INSERTED]

**B. If to District:** **Grand Haven** Community Development  
District  
c/o DPG Management & Consulting  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
Attn: Howard McGaffney

**With a copy to:** Clark & Albaugh, LLP  
700 W. Morse Boulevard, Suite 101  
Winter Park, Florida 32789  
Attn: Scott D. Clark, Esq., District Counsel



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

**ARTICLE 23. PUBLIC RECORDS.** Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Engineer acknowledges that the designated public records custodian for the District is Jackie Leger ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, **JACKIE LEGER** AT **321-263-0132**, EXT. **741**, [JLEGER@DPFGMC.COM](mailto:JLEGER@DPFGMC.COM), **250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FL 32746**.

**ARTICLE 24. NO THIRD-PARTY BENEFITS.** Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would

otherwise be barred by operation of law.

**ARTICLE 25. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**ARTICLE 26. ASSIGNMENT.** Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

**ARTICLE 27. CONSTRUCTION DEFECTS.** ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**ARTICLE 28. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

**ARTICLE 29. ARM'S LENGTH TRANSACTION.** This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

**ARTICLE 30. INDIVIDUAL LIABILITY.** UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**ARTICLE 31. TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**ARTICLE 32. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect

the meaning or construction of any of the provisions of this Agreement.

**ARTICLE 33. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney’s fees and costs at all judicial levels.

**ARTICLE 34. ACCEPTANCE.** Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

**ARTICLE 35. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed on the day and year first above written.

**Attest:**

**GRAND HAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_

Assistant Secretary/Secretary

\_\_\_\_\_

Chairperson, Board of Supervisors

**[ENGINEER]**

\_\_\_\_\_

Witness

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A:** Schedule of Rates

**Exhibit A**  
Schedule of Rates

# EXHIBIT 11

# Proposal

## S.E. Cline Construction, Inc.

P. O. Box 354425 ♦ Palm Coast, FL 32135 ♦ Phone: 386-446-6426 ♦ Fax: 386-446-6481 ♦ CGC 057450 ♦ FED ID 59-337-0544

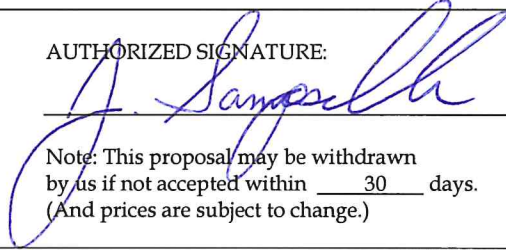
Proposal Submitted To: Barry Kloptosky Date: 1/14/2022  
Company: Grand Haven CDD Phone: 386-447-1181  
Street/ P.O. Box: B# / Job Name: Curb/root infiltration repairs  
City/ State/ Zip Code: Palm Coast, FL 32137 Job Location: Grand Haven subdivision  
Architect: N/A Date of Plans: N/A

WE hereby propose to furnish material and labor - complete in accordance with specifications below for the sum of:  
( see below)

Payments to be made as follows:  
Upon receipt of invoice.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our employees are fully covered by Workers' Compensation Insurance.

AUTHORIZED SIGNATURE:



Note: This proposal may be withdrawn by us if not accepted within 30 days.  
(And prices are subject to change.)

We hereby submit specifications and estimates for: **Pricing for curb, base and asphalt repairs to tree root areas**  
Price - \$ 80,962.00

Scope of Work: Remove popped up curb and asphalt areas in various locations, prune back roots, pour new 18" Miami curb and install base & asphalt in front of newly installed curbs. Install temporary ramps in front of existing driveways where required. Install sod where required. Footages below are approximate.

Location 1 - 18 N Village Drive remove & replace 100 LF of curb, base & asphalt - 1 lump sum =	\$ 9,375.00
Location 2 - Across from 4 N Village Pkwy remove & replace 66 LF of curb, base & asphalt - 1 lump sum =	\$ 5,528.00
Location 3 - 9 Players Circle remove & replace 66 LF of curb, base & asphalt - 1 lump sum =	\$ 5,528.00
Location 4 - 2 Chinier Street remove & replace 75 LF of curb, base & asphalt - 1 lump sum =	\$ 6,281.00
Location 5 - 15 Chinier Street remove & replace 36 LF of curb, base & asphalt - 1 lump sum =	\$ 2,880.00
Location 6 - 16 Chinier Street remove & replace 54 LF of curb, base & asphalt - 1 lump sum =	\$ 4,320.00
Location 7 - 20 N Park Circle remove & replace 45 LF of curb, base & asphalt - 1 lump sum =	\$ 4,219.00
Location 8 - 22 N Park Circle remove & replace 33 LF of curb, base & asphalt - 1 lump sum =	\$ 3,091.00
Location 9 - 4 Hidden Lake Way remove & replace 45 LF of curb, base & asphalt - 1 lump sum =	\$ 3,600.00
Location 10 - 9 Creekside Drive remove & replace 33 LF of curb, base & asphalt - 1 lump sum =	\$ 2,434.00
Location 11 - 11 Creekside Drive remove & replace 75 LF of curb, base & asphalt - 1 lump sum =	\$ 7,031.00
Location 12 - Creekside Drive between 11 & 13 remove & replace 35 LF of curb, base & asphalt - 1 lump sum =	\$ 2,975.00
Location 13 - 9 Grandview Drive remove & replace 36 LF of curb, base & asphalt - 1 lump sum =	\$ 3,375.00
Location 14 - 34 Osprey Circle remove & replace 190 LF of curb, base & asphalt - 1 lump sum =	\$ 17,813.00
Location 15 - 94 Southlake Drive remove & replace 36 LF of curb, base & asphalt - 1 lump sum =	\$ 2,655.00
Credit for irrigation repair in the Crossings. -1 lump sum =	\$ 143.00
Total -	\$ 80,962.00

### Exclusions:

1. Any item not specifically listed above in scope of work.
2. Removal or rerouting of existing irrigation lines.
3. As-builts.
4. City of Palm Coast permit.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

# EXHIBIT 12

**SERVICES QUOTE**

CUSTOMER NAME: Grand Haven CDD  
SUBMITTED TO: Barry Kloptosky & Vanessa Stepniak  
CONTRACT DATE: November 24, 2021  
SUBMITTED BY: Katie Cabanillas  
SERVICES: Site 37 Aeration Installation

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The fee for the Aeration Installation Services is **\$10,888.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by

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both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

THIS IS FOR QUOTE PURPOSES ONLY. SOLITUDE LAKE MANAGEMENT NOW USES ADOBE SIGN TO PROCESS ITS CONTRACTS.

PLEASE CONTACT YOUR BUSINESS DEVELOPMENT CONSULTANT WITH ANY QUESTIONS, FOR A CONTRACT FOR SIGNATURE, OR TO PROVIDE YOUR OWN VENDOR AGREEMENT.

THANK YOU!

-Katie Cabanillas  
North Florida Business Development Consultant  
Katie.cabanillas@solitudelake.com

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## **SCHEDULE A - AERATION SYSTEM INSTALLATION SERVICES**

### Aeration System Install:

1. Company will install the following submersed air diffused aeration system(s):
  - 1 Vertex HF Air 5 SH XL2 Aeration System**  
Includes: **¾ HP Brookwood Compressor (115V)**  
Pressure Relief Valve  
Pressure Gauge  
Air Filter / Muffler Assembly  
GFCI protection breaker  
Lockable / Weatherproof / Sound Reducing Cabinet  
**Large Sound Kit Sub Assembly**  
Cabinet mounting pad  
Cabinet Exhaust Fan  
**Five (5) Air Station Bottom Diffusers**  
(Dual Membrane / Self Cleaning)  
Check Valves  
Adjustable air distribution manifolds  
**4,000 ft.** underwater self-weighted air delivery tubing (5/8" ID)  
All labor and parts necessary for proper installation
2. Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.

**\*For all single-phase units** customer must provide suitable 120V power source with appropriate breaker or disconnect for electrical connection by the edge of the pond, next to the site where the compressor cabinet is to be placed. SOLitude Lake Management® can arrange for any additional electrical work necessary to meet these electrical requirements for an additional fee. SOLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above. The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).

### Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants system for three (3) years from the date of installation against any defects in materials and workmanship.

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3. Manufacturer warrants Air Station Membrane Diffusers for five (5) years from the date of installation against any defects in materials and workmanship.
4. Company warrants all labor and parts necessary for installation of the aeration system for a period of one (1) year from the date of installation.
5. The manufacturer's warranty and the SÖLitude Lake Management® warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer and by SÖLitude Lake Management® performs any service, repair, or other work to the aeration system during the warranty period.
  - b. The aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water

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- quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
  5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
  6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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# Vertex Water Features

Lake Aeration Systems & Floating Fountains  
Tel: (800)432-4302 / Fax (954)977-7877

## SOLitude Lake Management

Grand Haven CDD Site 37

### HF 5XL2 SW



**HF5 XL2**

Cabinet shown is representative, actual system may be different.



#### Legend

Compressor Cabinet



AirStation



BottomLine Tubing

#### Optional Equipment



Shoreline Valve Box

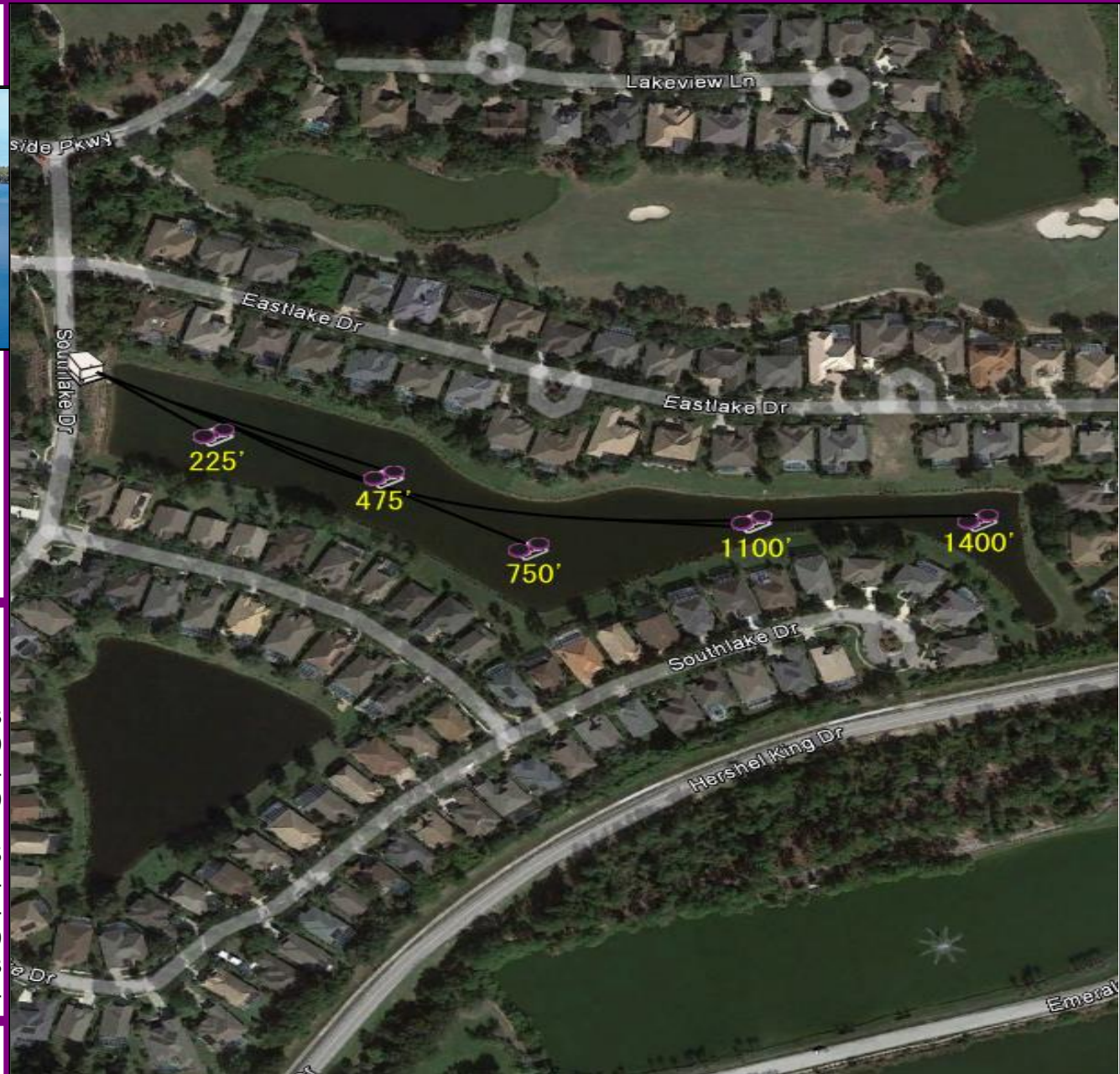


1" PVC Pipe

### Site and System Specifications

Surface Acres:	5.3
Perimeter Feet:	3,500
Lake Volume, Gal.:	12,009,994
Total Acre Feet:	36.9
# of AirStations:	5
CFM / AirStation:	2.04
GPM / AirStation:	2,714
Daily Pumpage:	19,537,459
Turnovers/Day:	1.63
System PSI:	11.4

Date: 11/23/21



# Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name: SOLitude Lake Management  
Contact Name: Katie Cabanillas  
Site Name/Number: Grand Haven CDD Site 37  
Date: November 23, 2021  
Vertex Biologist: Sue Pinagel

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Surface Acres:	5.25
Perimeter Feet:	3,500
Slope Ratio Relative to 1	2.0
Average Center Depth:	8.0
Average Depth	7.0
Circulation Constraint Percentage	0.0
Total Acre Feet	36.9
Lake Volume (Gallons)	12,009,994
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	12,009,994
GPM Per AirStation	2,714
Gallons Pumped / Day	19,537,459
System Working Pressure (PSI)	11.4
Air Delivery Per AirStation at Depth(CFM)	2.0
Number of SW CoActive AirStations Specified:	5
Complete Turnovers / Day	1.63

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## Terminology

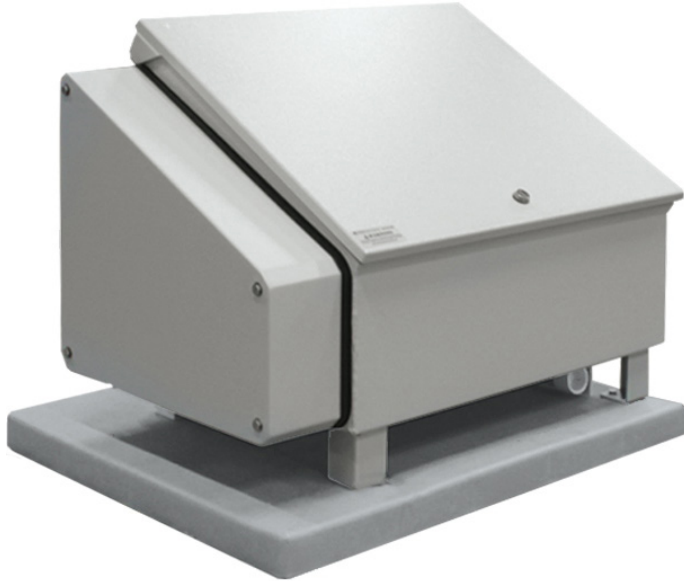
Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# SW AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



Vertex Water Features  
2100 NW 33rd Street, Pompano Beach, Florida 33069  
Tel:800-432-4302 / Fax:954-977-7877  
[www.vertexwaterfeatures.com](http://www.vertexwaterfeatures.com)  
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Vertex diffused aeration systems are super-efficient, affordable and safe. The rising force of millions of bubbles transports bottom water to the surface, allowing oxygen to be absorbed and circulating the entire water column.



Options: Sound kits, Shallow Water AirStations and VBS remote valve boxes

### BENEFITS TO THE LAKE

- ◆ High pumping rate easily penetrates stratification layers
- ◆ Promotes beneficial bacteria growth
- ◆ Prevents low oxygen fish kills
- ◆ Reduces nutrient levels and associated algae growth
- ◆ Oxidizes/reduces bottom muck
- ◆ Expands oxygenated habitat for improved fisheries
- ◆ Reduces aquatic midge and mosquito insect hatches
- ◆ Eliminates foul odors from undesirable dissolved gases

1 1/2 HP SYSTEMS	
NAME	AIRSTATIONS
HF 4 XL2	4
HF 5 XL2	5
HF 6 XL2	6
HF 7 XL2	7

1 1/2 HP SYSTEMS	
NAME	AIRSTATIONS
HF 3 XL4	3
HF 4 XL4	4
HF 5 XL4	5
HF 3 XL5	3
HF 4 XL5	4

### SUPER-DUTY BROOKWOOD™ COMPRESSOR

#### 3-year Vertex warranty

(excluding wearable parts: air filters and compressor maintenance kits)



- ◆ UL, 115v or 230v, 4 Cycle, 11.2 CFM
- ◆ Built for continuous 24/7 operation
- ◆ Upgraded rotors, stators, valve plates, bearings and capacitors
- ◆ Vertex SafeStart™ Technology for auto restart under maximum rated pressure without motor damage
- ◆ Thermal overload protection
- ◆ Oil-free, and require no lubrication
- ◆ 2-3 year extended duty cycle between scheduled maintenance

### LARGE QUIETAIR™ CABINET

#### Limited lifetime warranty against rust

- ◆ Powder coated aluminum for a durable attractive finish
- ◆ Equipped with a stamped ventilation grill
- ◆ High capacity 140 CFM fan
- ◆ Class "A" GFCI Protection on compressor and fan circuits
- ◆ Quick disconnect switch included
- ◆ Easy access design with cam lock
- ◆ Easy plug-in connection to waterside electrical service
- ◆ Heavy duty, light weight mounting pad included
- ◆ Optional muffler box and additional insulation

©Vertex Aquatic Solutions. We reserve the right to improve/change our designs/specifications without notice or obligation.

Getting the right system requires knowing the acreage, depth, shape and slope and location of power source.

**Contact Vertex or your local Vertex Dealer for free design recommendations.**





## BOTTOMLINE™ SUPPLY TUBING

### 15-year Vertex warranty

- ◆ Available in 50', 100', 250' and 500' spools
- ◆ Self-weighted for easy installation
- ◆ Flexible PVC composite direct burial and submersible tubing
- ◆ Use with standard PVC solvent weld cement and insert fittings
- ◆ High wall thickness for durability and protection from punctures
- ◆ Remains flexible in cold temperatures.
- ◆ Over-sized I.D. for high flow



More than 60,000 diffuser disks installed without a single reported clogged or blown-out membrane. Each produces up to 3000 fine micron bubbles – the majority 500 to 1000 microns.



## AIRSTATION DISKS

### 5-year "No Questions" warranty

- ◆ 9" diameter, flexible membrane diffuser discs
- ◆ Self-cleaning, low maintenance
- ◆ EPDM compound with 100% rebound memory
- ◆ Flexible, long-wearing and clog resistant even in the dirtiest waterbodies
- ◆ "Delta" surface pattern increases active surface area
- ◆ Highly efficient even during low and moderate air flows
- ◆ Larger, stronger diffuser ring improves membrane retention
- ◆ StableTrak™ technology increases lift velocity

## SELF-SINKING AIRSTATION: XL1, XL2, XL2SW

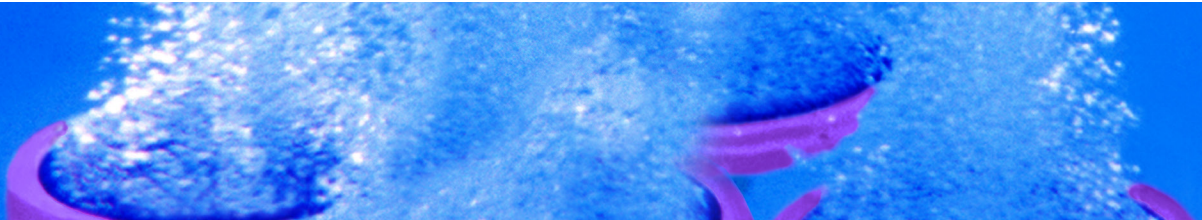
### 5-year "No Questions" warranty

- ◆ Made of powder-coated stainless steel
- ◆ Designed to prevent settling into soft bottom sediments.
- ◆ Adjustable diffuser risers accommodate any site requirements

## STANDARD AIRSTATION: XL4, XL5

### 5-year "No Questions" warranty

- ◆ Vacuum-formed HDPE base, spot-welded for unit integrity
- ◆ Hollow chamber design for the addition of gravel ballast
- ◆ Lipped design prevents settling into soft bottom sediments.



# EXHIBIT 13

Project #	Project Name	Individuals	Project Description	Review Policy (Y/N)	Capital or O&M	Priority						Time frame: 1-3 yrs./4-5 yrs./6+ yrs.	Estimated Budget	Notes
						KF	CH	Dr.	MF	JP	O P S			
			<b>Added to the LTCP in the Reserve Study and Assigned a Project Year based on Supervisor/Staff Input</b>											
1	Stop Signs	KF, CH, Dr. M, Barry	Install pedestrian/bicycle intersection-crossing safety measures/stop signs.	Yes	Capital	H	H	H	H	H	H	2022	\$ 50,000	Approved and being completed in 2022, No LED lighting per Board directive.
2	Traffic Devices	Barry	Vehicle Traffic and Speed Control, Signs, Speed Control Improvements	Yes	Capital						H	2023	\$ 50,000	Added to Reserve Study
3	Sidewalks	Barry	Sidewalk Repairs-Community wide-Ongoing repairs/replacement	No	Capital						H	Annually	\$ 50,000	Barry asked for \$100,000, \$50,000 Already in the Reserve Study-Annually
4	Curb and Gutters	Barry	Curb and Gutter Repairs-Community Wide-annual investment	No	Capital						H	Annually	\$ 100,000	\$100,000 Already in the Reserve Study-Annually
5	Road Repairs	Barry	Wild Oaks road settling issues-Asphalt settling around sanitary sewer drain boxes	No	Capital						H	Annually	\$ 50,000	Barry estimates 30-50k, Added Annual Road Repairs Budget of \$50,000 to Reserve Study for 2023, and \$10,000 for each year thereafter
6	Wild Oaks	Barry/JP	Wild Oaks parking lot expansion at park, to accommodate more areas to park	No	Capital							2023	\$ 15,000	Need to add to Reserve Study
7	Road Resurfacing	Dr. M/Barry	Resurface remaining District Roads according to the DE's plan	No	Capital	H	H	H	L	H	H	Annually	Varies by year	Already in the Reserve Study, amounts vary year to year. Last year of road resurfacing is 2030.
8	Paver Repairs	Barry	Pavers Replacement: Main entrance gate area, Montague St., Front St., Montague at Waterside, Front St. Park, Front St. Circle Islands	No	Capital						H	2023	\$ 50,000	Already in the Reserve Study, amounts vary year to year. Assigned these to 2023
9	Pool Heat/Cool Pumps	Barry	Replace 4 units at Creekside-aged out (on the Reserve Study)	No	Capital						H	2023	\$ 45,000	Adjusted the Reserve Study for 2023
10	Creekside Office	Barry	Replace old carpeting throughout the Creekside Athletic Center and Offices	No	Capital						H	2023	\$ 7,000	Already on the Reserve Study for 2023
11	Creekside Pools	Barry	Pool, spa and kiddie pool resurface	No	Capital						H	2024	\$ 90,000	Already on the Reserve Study for 2024
12	Street Light Replacement	Barry	Replacing rusted lightpoles and underground wiring (\$60,000 / 10 light poles) (Lights that need sanding and painting will be Community Maintenance O&M)	No	Capital						H	Annually	\$ 60,000	Barry estimates 60k for 10 lights pole replacements a year. Added to Reserve Study, \$60,000-Annually
15	Creekside Croquet	Barry	Residents requested lighting at new Creekside Croquet Courts (8 poles, underground utilities, fixtures)	No	Capital							2023	\$ 60,000	Added to Reserve Study
17	Esplanade	Barry	Coquina path surface repairs/replacement		Capital						H	2024	\$ 80,000	Barry estimated \$70-100,000, Added to Reserve Study
18	Powerwashing	Barry	Purchase Powerwashing equipment	No	Capital						H	2024	\$ 7,000	Power washer purchase slated for 2023 for \$7,000
20	Creekside Amenity Center	Barry	Creekside: Paint exterior walls, columns, and trim	No	Capital						H	2023	\$ 8,000	Adjusted Reserve Study from \$25,000 to \$8,000
21	Guard House	Barry	Repaint main entrance guard house	No	Capital							2023	\$ 2,500	Community Maintenance-Remove from LTC
22	Crosswalks	Board/Barry	Repaint all crosswalks, stop bars, and roadway lines with high reflective paint	No	Capital	H	H	H	H	H	H	2023	\$ 10,000	Added to Reserve Study, every 3 years
23	Street signs etc.	Barry	Replace street signs and other sign poles	no	Capital							Annually	\$ 5,000	Added to Reserve Study, replace 15-20 annually
26	Café Renovation	KF, Dr. M, JP, CH, Barry	Café Renovation, hire architect to draw up concept	no	Capital	L	M	M	L	L		2025	\$ 500,000	This does not include Architect Fees, which could be as much as \$50,000. Average fees are between 5% and 20% of a projects total costs. This also does not include DC/DE fees. Added to Reserve Study as 1 x project.
33	Pond Aeration	Barry	Recommendations from lake management company-Pond 37 only	no	Capital							2024	\$ 15,000	Added to Reserve Study
35	Pond Banks	Barry	Install coquina boulder reinforcement wall at 5 locations	no	Capital							1 to 3	\$ 40,000	Added to Reserve Study
25	Center Park Gazebo	Barry	Residents requested patio with benches at Center Park Gazebo	No	Capital							2023	\$ 12,000	Added to Reserve Study
	Creekside Amenity Center	Barry	Remove and replace cracked/broken exterior tile, replace with something more non-skid	no	Capital							2024	\$ 50,000	Added to Reserve Study
	Creekside Pools/Spa	Barry	Resurface pool, spa, and kiddie pool	No	Capital							2024	\$ 100,000	Already in Reserve study
	Creekside Amenity Center	Barry	Replace carpeting inside the building	No	Capital							2023	\$ 7,000	Already in Reserve study
26	Wild Oaks	Barry	Wild Oaks Dog Park, increase elevation and improve drainage, enhancement project	No	Capital							2023	\$ 20,000	Added to Reserve Study
37	Mailboxes	Barry	Mailbox Repairs and Replacement	no	Capital							Annually	\$ 15,000	Included in the Reserve Study already (2 per year) 30 mailbox monuments
39	Survey	DM	Budget funds for Survey and add to CIP in order to move forward with any discussion related to the fence/wall		Capital	L	M	L	L	L		2027	\$ 32,000	Added to the Reserve Study
41	Firewise	Louise	Each year, continue to budget \$30,000 in Capital for Firewise project according to 5 year plan	no	Capital							Annual	\$ 30,000	Already in Reserve Study-Board approved

Moved to General Fund (O&M) Removed from the LTCP														
29	Technology	Barry	Wild Oaks Entrance Gate Equipment Replacement		O&M						H	1 to 3	\$ 15,000	Already in General Fund-Remove from LTC
19	Powerwashing	Barry	Powerwashing, curbs, gutters, sidewalks, roadways and other common areas		O&M							Annually	\$ 5,000	Community Maintenance-Increase O&M
24	Steet signs etc.	Barry	Repaint street sign and other sign poles	No	O&M							Annually	\$ 1,000	Community Maintenance-Increase O&M
25	Street Lights	Barry	Photocell, globe, and bulb replacement.	No	O&M						H	Annually	\$ 10,000	Community Maintenance-Increase O&M
34	Pond Aeration	Barry	Annual maintenance and repairs of Aeration units	no	Capital							2 to 3	\$ 2,000	Community Maintenance-Increase O&M
36	Stormwater System Repairs & Maintenance	Barry	Repairs of underground stormwater pipe failures	no	O&M	H	M	H	H	L	H	Annually	\$ 20,000	Stormwater Repairs & Maintenance-Remove from LTC. This is currently budgeted at \$15,000, increase this expense item to \$20,000
42	Irrigation	Barry	Irrigation underground piping repairs and replacements of lines		O&M						H	Annual	\$ 40,000	Irrigation Repairs Maintenance-Remove from LTC
Additional Ideas														
16	Wild Oaks	JP	Create new or extend walking paths throughout community, Wild Oaks	No	Capital							4 to 5	Unknown	Board to discuss if they want to add this Amenity
28	Technology	Board	Upgrade Gates to include cellular communications. Upgrade gates to new communication lines and technology.	P	Capital	H	H	H	L	H		1 to 3		Need to get pricing and assign a year
27	Technology	KF, JP, MF, Dr. M	Invest in Preventative/Planned Maintenance Software System		Capital	H	L	M	L	H		1 to 3		Board to discuss and decide on whether this will remain on the LTC. Discuss with Barry.
30	Stormwater System-Management	KF, Dr. M, CH	Have management work to update/enhance/expand pond management to include suggested strategies for pond bank planting, continued weed and algae work, midge fly treatment and potential need for dredging. Partner with Experts in the industry to effectively manage the ponds (UF, Solitude, other entities).	no	Capital	M	L	L	M	L		Annually		Questions to Solitude by Supervisors. District Engineer is required to do an annual inspection report on Stormwater Systems.
31	Stormwater System-Management	CH, Dr. M	Have Engineer inspect and determine if the drainage of water from rain/storms is adequately working. Inspect for and recommend improvements to address pond bank erosion.									Annually		District Engineer to perform
32	Stormwater System-Management	MF	Underground infrastructure Inspection (water, sewer, stormwater, irrigation, lighting etc.).	no	Capital	H	M	H	M	H		1 to 3		District Engineer to provide input
28	Amenity Expansion	JP	Evaluate future community facility and physical community property needs via hiring a professional consultant		Capital	H	L	M	M	M		1 to 3		Board to discuss
29	Amenity Expansion	JP	Add launch for kayaks, canoes, paddle boards to intercostal dock area.		Capital	M	H		L	M		1 to 3		Not recommended by staff at this time
30	Amenity Expansion	JP	Future additional office space and future amenity space		Capital	L	M	L	L	L		4 to 5		Barry/Onsite Staff to make recommendation
32	Amenity Expansion	JP	Incorporate the buildable land in the center area into the Wild Oaks open space planning. Although there are constraints due to the Eagle Nesting, we don't know what we can use for recreational, or facilities use.		Capital	L	L	L	L	L		4 to 5		Board to discuss
33	Amenity Expansion	MF, Dr. M, KF	Tiki Bar as the fun-Café – using this facility for “fun events and an entertainment venue”. Additionally, another rental facility to Residents for their get togethers. Repurpose Tiki hut into a multipurpose room or sports bar.		Capital	L	M	L	M	L		4 to 5		Further Discussion and Direction by the Board. Either paint/repair and update or remove and use as additional shaded space for outdoor use/rental (open air concept under roof)
34	Amenity Expansion	MF, Dr. M	Practice Croquet area re-use plan and targeting for Resident activities. This area potentially can be the platform for a Fitness Center Expansion should we identify a need for more equipment and workout space. The croquet area may be ideal as a small park with picnic table and shade trees. The area has easy access to the Café, other amenities, and is next to the military memorial which could be incorporated thru natural paths. Solicit survey from Residents on the best use of the practice court.		Capital	H	M	H	H	M		1 to 3		Barry/Onsite Staff to make recommendation
36	Parking Lot Expansion	CH	Village Center: The next parking area target needs to be the south parking lot expansion. Considering the growth in Pickleball courts and the subsequent increase in usage, we will be facing a continuing parking space challenge at our primary facility.		Capital	M	H	M	L	H		1 to 3		Barry/Onsite Staff to make recommendation
38	Acquisition of perimeter fence	JP, Dr. M, KF	Consider taking ownership of the perimeter fence and buffer land for security and noise abatement. Could consider just taking responsibility and right to maintain/replace the fence and area		Capital	M	L	L	L	M		4 to 5	Unknown	Board decided against the survey in 2022, budget in 2023. Cannot move forward with the permitter fence maintenance and ownership responsibility without the survey.
39	Roving Patrol/Guards	Barry	Evening only, Roving Patrol/Guards for Security								H	1 to 3	\$ 60,000	Board Decision: Stay or Remove
40	Staffing Levels	KF/Barry	Evaluate current operational needs, future needs, and staffing levels.		Capital	H	M	H	M	M		1 to 3	\$ 75,000	Board Decision on Barry's recommendations
Landscape/Irrigation														

H High  
M Medium

Option 1 (Not recommended)														
Fiscal Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total	10 Year Average	
Beginning Fund Balance	\$ 1,721,211	\$ 1,421,046	\$ 673,991	\$ 371,128	\$ 12,225	\$ (271,489)	\$ (325,334)	\$ (578,580)	\$ (708,879)	\$ (1,923,294)	\$ (1,814,245)			
Plus (+) Annual Assessment	781,860	805,316	829,475	854,360	879,990	906,390	933,582	961,589	990,437	1,020,150	1,050,754	\$9,232,043.14	\$923,204.31	
Minus (-) Capital Projects	(1,082,025)	(1,552,371)	(1,132,338)	(1,213,263)	(1,163,704)	(960,235)	(1,186,828)	(1,091,888)	(2,204,852)	(911,101)	(992,866)	(12,409,445.76)	(1,240,944.58)	
Ending Fund Balance	\$ 1,421,046	\$ 673,991	\$ 371,128	\$ 12,225	\$ (271,489)	\$ (325,334)	\$ (578,580)	\$ (708,879)	\$ (1,923,294)	\$ (1,814,245)	\$ (1,756,357)		\$ (632,083)	
Annual Assessment Special Revenue Fund (SRF)	\$ 781,860	\$ 805,316	\$ 829,475	\$ 854,360	\$ 879,990	\$ 906,390	\$ 933,582	\$ 961,589	\$ 990,437	\$ 1,020,150	\$ 1,050,754			
County Tax Collector Fees (2%)	\$ 15,637	\$ 16,106	\$ 16,590	\$ 17,087	\$ 17,600	\$ 18,128	\$ 18,672	\$ 19,232	\$ 19,809	\$ 20,403	\$ 21,015			
Early Payment Discount (4%)	\$ 31,274	\$ 32,213	\$ 33,179	\$ 34,174	\$ 35,200	\$ 36,256	\$ 37,343	\$ 38,464	\$ 39,617	\$ 40,806	\$ 42,030			
Total Gross Assessment (SRF)	\$ 828,772	\$ 853,635	\$ 879,244	\$ 905,621	\$ 932,790	\$ 960,773	\$ 989,597	\$ 1,019,285	\$ 1,049,863	\$ 1,081,359	\$ 1,113,800			
Annual Assessment (SRF)	434	447	460	474	488	503	518	533	549	566	583			
Change in Annual Assessments Per Unit	\$ 65.12	\$ 13.01	\$ 13.40	\$ 13.81	\$ 14.22	\$ 14.65	\$ 15.09	\$ 15.54	\$ 16.00	\$ 16.48	\$ 16.98			
% increase year over year		3%	3%	3%	3%	3%	3%	3%	3%	3%	3%			

**Option 1:**

Do not increase assessments more than 3% year over year to try and stay up with CPI.  
 3 percent increase may keep up with CPI but is not going to be enough to sustain a long-term Capital Plan with an average of \$1.15 million in projects for the next 10 years.  
 End Result is a complete depletion of fund balance/reserves by end of 2025/2026  
 District will have to borrow money at a higher interest rate than the percentage of increases year over year if not self-funding (see option 3).  
 \*Not recommended by Management

Option 2														
Fiscal Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total	10 Year Average	
Beginning Fund Balance	\$ 1,721,211	\$ 1,421,046	\$ 1,070,889	\$ 1,140,765	\$ 1,129,716	\$ 1,168,226	\$ 1,410,205	\$ 1,425,591	\$ 1,535,917	\$ 533,279	\$ 824,392			
Plus (+) Annual Assessment	781,860	1,202,214	1,202,214	1,202,214	1,202,214	1,202,214	1,202,214	1,202,214	1,202,214	1,202,214	1,202,214	\$12,022,140.00	\$1,202,214.00	
Minus (-) Capital Projects	(1,082,025)	(1,552,371)	(1,132,338)	(1,213,263)	(1,163,704)	(960,235)	(1,186,828)	(1,091,888)	(2,204,852)	(911,101)	(992,866)	(12,409,445.76)	(1,240,944.58)	
Ending Fund Balance	\$ 1,421,046	\$ 1,070,889	\$ 1,140,765	\$ 1,129,716	\$ 1,168,226	\$ 1,410,205	\$ 1,425,591	\$ 1,535,917	\$ 533,279	\$ 824,392	\$ 1,033,740		\$ 1,127,272	
Annual Assessment Special Revenue Fund (SRF)	\$ 781,860	\$ 1,202,214	\$ 1,202,214	\$ 1,202,214	\$ 1,202,214	\$ 1,202,214	\$ 1,202,214	\$ 1,202,214	\$ 1,202,214	\$ 1,202,214	\$ 1,202,214			
County Tax Collector Fees (2%)	\$ 15,637	\$ 24,044	\$ 24,044	\$ 24,044	\$ 24,044	\$ 24,044	\$ 24,044	\$ 24,044	\$ 24,044	\$ 24,044	\$ 24,044			
Early Payment Discount (4%)	\$ 31,274	\$ 48,089	\$ 48,089	\$ 48,089	\$ 48,089	\$ 48,089	\$ 48,089	\$ 48,089	\$ 48,089	\$ 48,089	\$ 48,089			
Total Gross Assessment (SRF)	\$ 828,772	\$ 1,274,347	\$ 1,274,347	\$ 1,274,347	\$ 1,274,347	\$ 1,274,347	\$ 1,274,347	\$ 1,274,347	\$ 1,274,347	\$ 1,274,347	\$ 1,274,347			
Annual Assessment (SRF)	434	667	667	667	667	667	667	667	667	667	667			
Change in Annual Assessments Per Unit	\$ 65.12	\$ 233.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
% increase year over year		35%	0%	0%	0%	0%	0%	0%	0%	0%	0%			

**Option 2:**

Increase Assessments by \$233 in 2023, after there would not be a projected need to increase assessments for the next 10 years.  
 Limited the use of Fund Balance  
 Based on current projections, the District could potentially maintain over \$1 Million in Reserves, putting the District in a better financial position  
 Once you make a large jump in assessments, it's very difficult to reduce them  
 After 10 years, re-evaluate the needed increase in assessments  
 Reduces likelihood of having to borrow money, the District continues to self fund projects and not have to pay interest on borrowing money.  
 \*Potential Option

Option 3														
Fiscal Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total	10 Year Average	
Beginning Fund Balance	\$ 1,721,211	\$ 1,421,046	\$ 806,907	\$ 706,624	\$ 613,141	\$ 647,602	\$ 957,421	\$ 1,104,150	\$ 1,399,162	\$ 622,816	\$ 1,183,076			
Plus (+) Annual Assessment	781,860	938,232	1,032,055	1,119,780	1,198,164	1,270,054	1,333,557	1,386,899	1,428,506	1,471,362	1,515,502	\$12,694,112.58	\$1,269,411.26	
Minus (-) Capital Projects	(1,082,025)	(1,552,371)	(1,132,338)	(1,213,263)	(1,163,704)	(960,235)	(1,186,828)	(1,091,888)	(2,204,852)	(911,101)	(992,866)	(12,409,445.76)	(1,240,944.58)	
Ending Fund Balance	\$ 1,421,046	\$ 806,907	\$ 706,624	\$ 613,141	\$ 647,602	\$ 957,421	\$ 1,104,150	\$ 1,399,162	\$ 622,816	\$ 1,183,076	\$ 1,705,713		\$974,661.23	
Annual Assessment Special Revenue Fund (SRF)	\$ 781,860	\$ 938,232	\$ 1,032,055	\$ 1,119,780	\$ 1,198,164	\$ 1,270,054	\$ 1,333,557	\$ 1,386,899	\$ 1,428,506	\$ 1,471,362	\$ 1,515,502			
County Tax Collector Fees (2%)	\$ 15,637	\$ 18,765	\$ 20,641	\$ 22,396	\$ 23,963	\$ 25,401	\$ 26,671	\$ 27,738	\$ 28,570	\$ 29,427	\$ 30,310			
Early Payment Discount (4%)	\$ 31,274	\$ 37,529	\$ 41,282	\$ 44,791	\$ 47,927	\$ 50,802	\$ 53,342	\$ 55,476	\$ 57,140	\$ 58,854	\$ 60,620			
Total Gross Assessment (SRF)	\$ 828,772	\$ 994,526	\$ 1,093,979	\$ 1,186,967	\$ 1,270,054	\$ 1,346,258	\$ 1,413,570	\$ 1,470,113	\$ 1,514,217	\$ 1,559,643	\$ 1,606,433			
Annual Assessment (SRF)	434	521	573	621	665	705	740	769	792	816	841			
Change in Annual Assessments Per Unit	\$ 65.12	\$ 86.75	\$ 52.05	\$ 48.67	\$ 43.49	\$ 39.88	\$ 35.23	\$ 29.59	\$ 23.08	\$ 23.77	\$ 24.49			
% increase year over year		17%	9%	8%	7%	6%	5%	4%	3%	3%	3%			

**Option 3:**

Increase assessments 17% in 2023, 9% in 2024, and reduce the increase by 1% each year thereafter through 2028, then increase 3% year over year beginning in 2030  
 Strategic use of Fund Balance  
 Based on current projections, the District could potentially maintain over \$1 Million in Reserves after 10 years, putting the District in a better financial position  
 Slower approach to \$1 million in revenues from assessments and sets the District up on a path to successfully complete its Capital Plans allows for potential adjustments by either not increasing assessments in any given year, or a lower percentage.  
 Reduces likelihood of having to borrow money, the District continues to self fund projects and not have to pay interest on borrowing money.  
 \*Potential Option