



GRAND  HAVEN

Advanced Meeting Package

Regular Meeting

Thursday
March 21, 2024
9:00 a.m.

Location:
Grand Haven Room
Grand Haven Village Center
2001 Waterside Pkwy,
Palm Coast, FL 32137

*Note: The Advanced Meeting Package is a working document and thus all materials are considered **DRAFTS** prior to presentation and Board acceptance, approval, or adoption.*

Grand Haven Community Development District

250 International Parkway, Suite 208
Lake Mary, FL 32746
321-263-0132

Board of Supervisors
Grand Haven Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Grand Haven Community Development District is scheduled for **Thursday, March 21, 2024, at 9:00 a.m.** at the **Grand Haven Room**, at the **Grand Haven Village Center**, located at **2001 Waterside Parkway, Palm Coast, Florida 32137**.

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact me at (321) 263-0132 X-193 or dmcinnes@vestapropertyservices.com. We look forward to seeing you at the meeting.

Sincerely,

David McInnes

David McInnes
District Manager



Community Development District

Meeting Date: Thursday, March 21, 2024 Ways to Follow Zoom – Listen
Meeting: Only
Time: 9:00 AM Call-in Number: +1 (929) 205-6099
Location: Grand Haven Room, at the Meeting ID: 705 571 4830#
Grand Haven Village Zoom Link: [Zoom Link](#)
Center, located at 2001
Waterside Parkway, Palm
Coast, Florida 32137

Agenda

- I. Call to Order/ Roll Call**
- II. Pledge of Allegiance**
- III. Audience Comments** – *(limited to 3 minutes per individual for non-agenda items)*
- IV. Presentation of Proof of Publication(s)** [Exhibit 1](#)
- V. Staff Reports**
 - A. District Engineer: David Sowell
 - B. Amenity Manager: John Lucansky – 5mins. Allotted [Exhibit 2](#)
 - C. Operations Manager: Barry Kloptosky
 1. Presentation of Capital Project Plan Tracker – 5mins. Allotted [Exhibit 3](#)
 2. Monthly Report – 5mins. Allotted [Exhibit 4](#)
 - D. District Counsel: Scott Clark – 10mins. Allotted [Exhibit 5](#)
 - E. District Manager: David McInnes
 1. Meeting Matrix – 3mins. Allotted [Exhibit 6](#)
 2. Action Item Report – 15mins. Allotted [Exhibit 7](#)
 - a. Items to Add to Future Meetings & Workshops
 3. Resident Incident Report – 5mins. Allotted
- VI. Consent Agenda Items – 3mins. Allotted**
 - A. Consideration for Acceptance – The February 2024 Unaudited Financial Report [Exhibit 8](#)
 - B. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held January 18, 2024 [Exhibit 9](#)

VI. Consent Agenda Items – continued

- C. Consideration for Approval – The Minutes of the Board of Supervisors Workshop Meeting Held February 1, 2024 – *To Be Distributed*
- D. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held February 15, 2024 – *To Be Distributed*

VII. Business Items

- A. Consideration of Audit Committee’s Recommendation for Auditor – 3 mins. Allotted
- B. Consideration of Mutual Aid Resolution [Exhibit 10](#)
- C. Consideration of Yellowstone Croquet Court Yearly Maintenance Proposal – 5mins. Allotted [Exhibit 11](#)
- D. Consideration of Café Renovation Proposal – *Under Separate Cover* – 45mins. Allotted

VIII. Discussion Topics

- A. FY 2025 Preliminary Draft Budget – continued – 20mins. Allotted
 - 1. Operations & Maintenance – *To Be Distributed*
 - 2. Capital Reserves – *To Be Distributed*

IX. Supervisors’ Requests – 10mins. Allotted

X. Action Items Summary – 5mins. Allotted

XI. Meeting Matrix Summary – 5mins. Allotted

XII. Adjournment

EXHIBIT 1

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Grand Haven Community Development District hereby requests proposals for annual financial auditing services. The proposals must provide for the auditing of the District's financial records for the fiscal year ending on September 30, 2024, with an option for two or more annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Flagler County. The District currently has an annual operating budget for approximately \$4,019,578 dollars inclusive of the General Fund. The final contract will require that the Audit for Fiscal Year 2024 be completed no later than 270 days following the conclusion of the fiscal year.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 173, Florida Statutes; and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal Packages, which include evaluation criteria and instructions to proposers, are available from the District Manager using the contact information listed below.

The District reserves the right to reject any and all proposals. Additionally, there is no express or implied obligation for the District to reimburse proposers for any expenses associated with the preparation and submittal of the proposals in response to the request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours after the publication of this Notice. 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 with respect to aforesaid Notice or evaluation criteria provisions. 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 Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District's Rules of Procedures

Proposers must submit one (1) digital copy of their proposal to the District Manager, District Admin., and District Counsel, with the email subject line "Auditing Services - Grand Haven Community Development District." Proposals must be received by 2:00 p.m. on March 6, 2024, to the District Manager, David McInnes at dmcinnes@vestapropertyservices.com, the District Admin. Jackie Leger at jleger@vestapropertyservices.com. Please direct all questions regarding this Notice in writing to the District Manager, David McInnes at dmcinnes@vestapropertyservices.com, with e-mail copies to Scott Clark at sclark@winterparklawyers.com.

Grand Haven Community Development District
David McInnes, District Manager

February 22, 2024

24-00047F

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF BOARD OF SUPERVISORS MEETING AND
NOTICE OF AUDIT COMMITTEE MEETING**

The Audit Review Committee for the Grand Haven Community Development District (“District”) will hold an audit review committee meeting on March 21, 2024, at 9:00 a.m., and located at Grand Haven Village Center, Grand Haven Room, 2001 Waterside Parkway, Palm Coast, Florida 32137. At the meeting, the Audit Review Committee will review, discuss, and approve the selected auditor. The audit committee meeting will be held in conjunction with the regular meeting of the District’s Board of Supervisors, which regular meeting will be held at the same date, time, and location as the audit review committee meeting.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. A copy of the agendas for the meetings may be obtained from the District Manager, at the office of Vesta District Services, located at 250 International Parkway Suite 208, Lake Mary, FL 32746. The meetings may be continued to a date, time, and place to be specified on the record at the meetings.

There may be occasions when one or more Supervisors will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or Staff Member can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Any person requiring special accommodation to participate in these meetings is asked to advise the District Office at (321) 263-0132 X-192, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

A person who decides to appeal any action taken at the meetings is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

David McInnes
District Manager

March 14, 2024

24-00077F

EXHIBIT 2



Monthly Amenity Update

Date of report 3/13/2024

Submitted by: **John Lucansky**

Amenities:

➤ **Update:**

- We are still seeing an increase of amenity usage in January, including Tennis, Pickleball, Croquet, and Bocce. Specialty classes such as Zumba, Yoga, Move to Music, and all open times for cards also have had a definite increase.
- We expect an increase in house guest usage as family members are visiting for Spring Braek and Easter.
- **March and April were the busiest months in 2023, staff are preparing for the increase. Resident I.D. cards checked. Guest passes will be issued and checked, extra daily facility checks will be completed (ex: bath houses, courts, ...).**
- ***Village Center Amenity Complex will be closed Sunday March 24th all day for roof cleaning.***
 - This will include all tennis, bocce, and pickleball courts, tot lots, GH room gym, pool, spa, and pool decks.

Café:

- Special Events
 - Bingo was fully attended -all residents asked to produce I.D. cards at the door-no issues to report.
 - Trivia filled up in less than 2 hours.
 - St. Patrick's Day special menu scheduled for 3/16.
 - Name That Tune is scheduled for 3/28.
 - *Kids Easter Egg Hunt will be held on Saturday 3/30 at the Village Center -kids tot lot and grassy are by Bocce courts.*

- **Café Online Ordering:**

- Online orders have been steadily increasing each month.
 - July - 30 orders
 - August – 60 orders
 - Sept – 80 orders
 - October -110 orders
 - November -120 orders
 - December- 100 orders

 - January2024 -120 orders
 - February 2024-130 orders

Pools:

- Facilitator Kristie was able to clean all the Village Center lounge chair slats. We originally thought they couldn't be cleaned but after hours of scrubbing and bleaching she was able to get them looking great. This saved the District an immense expense if we had to buy new slats.

Bocce:

- ***The Spring Bocce league started March 6th.***
 - ***Expanding the league to 6 hours/day, 2/days a week (Wednesday and Thursday) increasing participants to 128.***

 - Bocce court has QR code online ordering for food and drink.
 - Delivery only when the league is playing.
 - 4 high top cocktail tables have been purchased for bocce courts.
 - ***Established resident groups still have their times on Monday, Tuesdays, and Saturdays***

Tiki Hut:

- The Tiki Hut received its Spring cleaning, exhaust cleaned by Daytona Fire. Floors scrubbed, and all equipment cleaned by Vesta staff.
 - We plan on opening sometime in May.

Tennis Courts:

- Courts are receiving their daily grooming.
 - No issues to report.
- Weve had questions about the frequency of rolling the courts. Courts are only to be rolled once a month, making sure you don't over compact the clay.

Tennis Instructor:

- Met with Brian Counts to discuss other options instead of Director of tennis.
 - He said he would be willing to do Pay to Play events with a list of details/events to be determined.
 - **The CDD Supervisors has asked that the Tennis Committee meet and discuss this.**
 - **Hopefully I will have their input by the next CDD meeting.**

Amenities quality checks and reporting:

- We continue to monitor and check all amenities.
- We introduced the QR codes so the facilitators must physically go to the amenities (restrooms, tennis courts, etc...) scan the code and enter all required information. Below are some examples of the reports.
- *The facilitators also have a QR code for any issues/repairs that need to be reported to the CDD office-I checked these daily and forward them to CDD office staff. This ensures no delays in reporting.*

Supervisors Request from 3/7 workshop:

- ***Contact Maureen Pellegrini*** “At yesterday’s Workshop, the Board asked that you contact Maureen Pellegrini about the advertisement that she posted for the tennis tournament at Grand Haven. They said that she needs to get permission from the CDD Board before advertising activities at Grand Haven amenities publicly outside of Grand Haven. Also, tournaments at Grand Haven are not open to the public. They are for Grand Haven residents and their guests only. She can address the Board at the next meeting if she has any questions or concerns.”
 - ***I reached to Maureen and explained the CDD concerns and questions and -she said she was going to call David McInnes***

- ***Resident ID Cards checked at Café***
 - If staff doesn’t recognize patrons, they will ask for ID card.

- ***Split Special Events into two different days.***
 - Bingo
 - Trivia
 - Name That Tune
 - I really believe that this would take away from each event. The camaraderie that these events have is special and the residents really enjoy them.

EXHIBIT 3

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
FY2023/2024 CAPITAL IMPROVEMENT PLAN PROJECT TRACKER
03/11/2024**

Line	Description	Budgeted Cost	Variance (+/-)	Invoiced Amount	Final Cost	Comments/Notes	Completed
1	Concrete Curb and Gutter Replacement	\$150,723		\$31,715		Priority list sent to contractor for proposal.	
2	Concrete Replacement, Sidewalk Repair	\$50,565		\$3,996		In progress.	
3	Firewise Projects	\$49,593		\$19,600		In progress.	
4	Light Pole & Fixture - Replacement	\$30,874		\$9,836		Streetlights ordered. Expected delivery March 2024.	
5	Pond Bank Erosion Issues	\$30,000		\$13,500		Contract executed. Waiting for scheduled start date.	
6	Flat Roof - Village Center (VC)	\$30,006				Contract being executed.	
7	Front Street Circle Repair	\$30,006				Scheduled to begin in May 2024	
8	Maint, Utility Vehicle, Golf Cart (VC)	\$18,000	-\$6,515	\$11,485	\$11,485	Delivered and in use.	x
9	Architect, Café Renovation, 1 X - (VC)	\$56,275		\$39,231		Plans presented at 1/18/24 meeting.	
10	Café, Renovation Allowance - (VC)	\$301,636				Contractor bids received on 3/12/24.	
11	Lake Aerator (Annual)	\$37,918		\$29,109		Ponds 2 & 9 complete. Ponds 6 and 20 to be scheduled.	
12	Landscape Enhancements (Annual)	\$56,275		\$24,842		In progress.	
13	Mailbox Replacement	\$16,882	-\$3,390	\$13,492	\$13,492	Keys being distributed.	
14	Spa Equipment, Heater	\$10,130	-\$5,230	\$4,900	\$4,900	Delivered and installed at Creekside.	x
15	Server	\$17,018	\$68	\$17,085	\$17,085	New server installed 11/03/2023.	x
16	Totals:	\$885,901	-\$15,067	\$218,791	\$46,962		

EXHIBIT 4



Operations Supervisor's Report – For The March 21, 2024, Board Meeting
(This Report Was Submitted For The Agenda On 03/13/2024)

○ **MAILBOX REPLACEMENTS**

- The next round of mailbox replacements will be on Flamingo Court and Tanglewood Court.
- Installation is complete.
- Keys are being distributed to residents.

○ **POND BANK EROSION ISSUES**

- 3 locations have been identified for repair.
- The contract has been fully executed.
- We are waiting for a scheduled start date from the contractor.

○ **POND AERATOR PROPOSALS**

- Aerator installations were approved for ponds 2, 6, 9 and 20.
- The installation of the solar aerator on Pond 2 is complete.
- The installation of the aerator on Pond 9 is scheduled to be completed on 3/14/24.
- The equipment has been ordered for Pond 20 and Pond 6.

○ **LIGHT POLE AND FIXTURE REPLACEMENTS**

- 12 streetlights for replacement in this fiscal year have been identified and ordered.
- The estimated delivery is March 2024.
- Streetlights will be installed by staff.

○ **FRONT STREET CIRCLES – LANDSCAPE REPAIR**

- Proposals are being drafted.
- Project scheduled to begin 1st week of May 2024.

○ **CAFÉ RENOVATION PROJECT**

- The architect gave a presentation to the Board at the July 20th Board meeting which included the conceptual drawings, scope of work, and cost projections for the café renovation project. 08/09/2023
- The Board approved the architect's phase 2 design proposal for the completion of the design drawings for permitting, bidding, and construction. 8/09/2023
- Staff had a zoom meeting with the design architect to review the first draft of the design drawings on 09/20/2023.
- Staff had an onsite meeting with the engineers to verify dimensions and answer questions related to completing the construction drawings on 10/09/2023.
- Staff met with the architect on 11/21/2023 to review the 60% completed design drawings.
- The 100 % completed design drawings are scheduled to be presented to the Board at the January regular board meeting.
- The Board approved the design drawings that were presented and authorized staff to move forward with the bidding process.
- Project bids were received on 03/12/2024.

EXHIBIT 5

GRAND HAVEN MEETING ATTORNEY REPORT LIST (3/21/24)

1. Condominium Destruction Letter

Followup on the tree and landscape damage is ongoing between me and the owner's attorney. Nothing concrete has been proposed yet by the owner.

2. RFP for Waterside Café

A single proposal was received in response to the RFP. The Board will consider it at the meeting. Since the amount of the project exceeds thresholds for public bidding requirements, the process will be more formal than some contract awards. The RFP has a published evaluation criteria, which is attached here. The process is simplified because only a single proposal was submitted. However, the Board will still need to decide whether to award the project or reject the bid.

3. Amenity Rule Amendments

Hearing notices have been prepared and published for the April 18 public hearing.

Evaluation Criteria

1. Personnel. 5 points

(e.g., geographic locations of the Bidder's headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)
2. Proposer's Experience. 15 points

(e.g., past record and experience of the respondent in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation of respondent, etc.)
3. Understanding of Scope of Work. 15 points

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.
4. Financial Capability. 10 points

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity, necessary to complete the services required.
5. Price. 40 points

Points available for price will be allocated as follows:

30 points will be awarded to the Proposer submitting the lowest total bid (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor's fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

10 points are allocated for the reasonableness of unit prices and balance of bid.

6. Schedule.

15 points

Points available for price will be allocated as follows:

10 points will be awarded based on the demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates. Consideration will be given to proposers that indicate an ability to credibly complete the project in advance of the required substantial and final completion dates without a premium cost for accelerated work.

5 points are allocated based on the reasonableness of the schedule.

EXHIBIT 6

GRAND HAVEN MEETING AGENDA MATRIX

April, 2024	Workshop: 4/4	<p><i>Presentations</i></p> <p><i>Discussions</i></p> <ul style="list-style-type: none"> • Safety and Security • FY 2025 Budget--continued 	<ul style="list-style-type: none"> • Led by Vice Chair Polizzi
	Regular Meeting: 4/18	<p><i>Staff Reports</i></p> <ul style="list-style-type: none"> • District Engineer • District Counsel • District Manager <ul style="list-style-type: none"> ○ Summary of OM Annual Evaluation <p><i>Consent Agenda Items</i></p> <ul style="list-style-type: none"> • Meeting Minutes <ul style="list-style-type: none"> ○ 3/7/2024 Workshop ○ 3/21/2024 Regular Meeting • Unaudited Financials (March 2024) <p><i>Business Items</i></p> <ul style="list-style-type: none"> • PH on Proposed Amenity Rule Changes <p><i>Discussions</i></p> <ul style="list-style-type: none"> • FY 2025 Budget--continued 	

GRAND HAVEN MEETING AGENDA MATRIX

May, 2024	Workshop: 5/2	<p><i>Presentations</i></p> <p><i>Discussions</i></p> <ul style="list-style-type: none"> • FY 2025 Budget--continued 	
	Regular Meeting: 5/16	<p><i>Staff Reports</i></p> <ul style="list-style-type: none"> • District Engineer • District Counsel • District Manager <p><i>Consent Agenda Items</i></p> <ul style="list-style-type: none"> • Meeting Minutes <ul style="list-style-type: none"> ○ 4/4/2024 Workshop ○ 4/18/2024 Regular Meeting • Unaudited Financials (April 2024) <p><i>Business Items</i></p> <ul style="list-style-type: none"> • Approval of FY 2025 Budget <p><i>Discussions</i></p>	

GRAND HAVEN MEETING AGENDA MATRIX

June, 2024	Workshop: 6/6	<p><i>Presentations</i></p> <p><i>Discussions</i></p>	
	Regular Meeting: 6/20	<p><i>Staff Reports</i></p> <ul style="list-style-type: none"> • District Engineer • District Counsel • District Manager <p><i>Consent Agenda Items</i></p> <ul style="list-style-type: none"> • Meeting Minutes <ul style="list-style-type: none"> ○ 5/2/2024 Workshop ○ 5/16/2024 Regular Meeting • Unaudited Financials (May 2024) <p><i>Business Items</i></p> <p><i>Discussions</i></p> <ul style="list-style-type: none"> • 10-Year Plan Presentation to Residents 	

GRAND HAVEN MEETING AGENDA MATRIX

July, 2024	<i>Workshop</i>	No Workshop	
	<i>Regular Meeting: 7/18</i>	<p><i>Staff Reports</i></p> <ul style="list-style-type: none"> • District Engineer • District Counsel • District Manager <p><i>Consent Agenda Items</i></p> <ul style="list-style-type: none"> • Meeting Minutes <ul style="list-style-type: none"> ○ 6/6/2024 Workshop ○ 6/20/2024 Regular Meeting • Unaudited Financials June 2024) <p><i>Business Items</i></p> <p><i>Discussions</i></p> <ul style="list-style-type: none"> • FY 2025 Budget Review for Updates 	

GRAND HAVEN MEETING AGENDA MATRIX

August, 2024	Workshop 8/1	<p><i>Presentations</i></p> <p><i>Discussions</i></p> <ul style="list-style-type: none"> • FY 2025 Budget Review for Updates • Oak Tree Management 	
	Regular Meeting: 8/15	<p><i>Staff Reports</i></p> <ul style="list-style-type: none"> • District Engineer • District Counsel • District Manager <p><i>Consent Agenda Items</i></p> <ul style="list-style-type: none"> • Meeting Minutes <ul style="list-style-type: none"> ○ 7/18/2024 Regular Meeting • Unaudited Financials July 2024) <p><i>Business Items</i></p> <ul style="list-style-type: none"> • PH for Budget Adoption <p><i>Discussions</i></p>	

GRAND HAVEN MEETING AGENDA MATRIX

<i>Unscheduled Items</i>	<p><i>Future Workshop Issues:</i></p> <ul style="list-style-type: none"> • Spartina on Pond Banks/Pond Bank Issues • Call Box Upgrades due to Technological Changes • Framework for Sports Professional • Process for Plaques Honoring Residents <li style="background-color: yellow;">• Gate Access Technology • Vesta Property Services participation in Café' • Board Hearing from Contractors Involved in Café Renovations • List of Options for Pond Bank Issues (compiled by OM, OS, DC and Louise) <p><i>Future Meeting Issues:</i></p> <ul style="list-style-type: none"> • Revisions to Code of Conduct 	<ul style="list-style-type: none"> • Invite HOA to the workshop • John Lucansky to provide suggested framework <li style="background-color: yellow;">• May be included in April workshop presentation on Safety and Security • Supervisor comments sent to Louise • Request by Dr. Merrill at 1/18/2024 Meeting
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GRAND HAVEN MEETING AGENDA MATRIX

SUBJECT	NOTES
Communications	<ul style="list-style-type: none"> • New website—Target is 8/2023: Underway • Chair to write annual report to residents at end of FY • “New Work in Progress” schedule on website: Underway • Regular communications with HOA: Ongoing • Build relationship with City and County: Ongoing • Ten year plan presentation: Paused • Include \$ amounts in E-Blasts if known (e.g. the cost of cleaning out drains for putting yard debris in it)
Safety and Security	<ul style="list-style-type: none"> • Improve visibility at intersections along Waterside (visibility of lines and hedge lines): Ongoing by OM • Plan for more perimeter fencing: Flagler County seeking funding alternatives. 10/5/2023 workshop added the matter of sound barrier walls; 1/4/2024 workshop: Barry provided rough estimate • Inspect roads and walkways: Ongoing by OM & DE • Work with county and HOA regarding hogs: Ongoing • Modifications of all gates—Will need OM input: Ongoing • Technology for gate access—Will need OM input; Ongoing <ul style="list-style-type: none"> • Eliminate tailgating at Gate • Gate options for sidewalks—10/5: Board decided not to take action at this time. • Cell phone gate access for visitors—Done • Cap on number of amenity cards issued • Wild Hog Issue
Café’ Renovations	<ul style="list-style-type: none"> • Design work for café contract signed (5/4/2023); Underway
Vesta’s Participation in Cafe	<ul style="list-style-type: none"> • Postpone until later (1/18/2024 Regular Meeting)
Staffing/Organization	<ul style="list-style-type: none"> • Done
Pond and Bank Plan	<ul style="list-style-type: none"> • 2/15/2024 Meeting
Tech Strategy	
Parking Lot	1/5/2023 Workshop: Remove from Long Term plan
Alternative Energy	
Ten Year Plan	5/16 meeting
What to do with Parcel K	
Parcel next to Golf Course	
Banking Oversight	Underway
Oak Tree Management	<ul style="list-style-type: none"> • August workshop (Louise)

GRAND HAVEN MEETING AGENDA MATRIX

Dog Park	<ul style="list-style-type: none">• Minimal upgrades: (10/19/2023 Meeting)
Amenity Management Alternatives	<ul style="list-style-type: none">• 1/4/2024 workshop decision: Do not pursue
Amenity Expansion	<ul style="list-style-type: none">• New sports?
Building Expansion	<ul style="list-style-type: none">• Additional Spacing needs

EXHIBIT 7

Date of Action Item	Action Item	Status
	DISTRICT MANGER SECTION	
9/1/2022	DM to work with web hosting company and look into alternatives with respect to issues raised during workshop. DM working with Dr. Merrill on this issue.	Underway
6/15/2023	DM to work with OM and DC to determine District responsibilities for Pond Banks	Underway
10/5/2023	DM to send Board link of video (from OM) for call boxes	2/5/2024: Video not available
1/18/2024	DM to send architect plans to the Board	Done
2/1/2024	DM to send Board emails that OM referred to during discussion on parking lots during 2/1 workshop	Done
2/1/2024	DM to send Board email reminder to send comments regarding FY 2025 budget	Done
2/1/2024	DM to distribute memo from OM regarding his conversation with DC regarding the use of staff to take out hogs and the use of crossbows to kill hogs	
2/15/2024	DM to check with other DMs to see how they handle pond bank issues in other communities	Only one received—District billed residents for work done
3/7/2024	DM to send resident's PowerPoint to Board	Done
3/7/2024	DM to send email to Supervisors requesting priorities based upon presentations	Done
XXXXXXXXXXXX XXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXX XXXXXX
	OPERATIONS MANAGER SECTION	

6/2/2022	OM is to set up a FPL energy audit for all structures in community including pumphouse.	6/9/2023: To be scheduled
6/15/2023	OM to work with DM and DC to determine District responsibilities for Pond Banks	Underway
8/17/2023 & 11/2/2023	OM to provide proposals for handicap access of doors at Village Center bathrooms and the Creekside bathrooms.	Underway; 2/5/2024: Proposals received
10/5/2023	OM to send DM link of video on call boxes	2/5/2024: Video not available
12/7/2023	OM to check bubbler in Pond #20	2/5/2024: Proposal approved
1/4/2024	OM to actively seek out hunters/trappers that are willing to meet contract obligations	Underway—Report given by OS at the 1/18/2024 Regular Board meeting & 2/1/2024 Workshop
1/4/2024	OM to assess areas in Grand Haven where pig brigs can be placed	Done
1/18/2024	OM to work with Amenity Manager in communications to groups regarding criteria Board will use when discussing amenities at the 3/7 workshop	Done
1/18/2024	OM to review entry to Wild Oaks for Bike Safety Matter (is this on County ROW)	Underway
2/1/2024	OM to obtain updated idea of cost of Croquet Court Parking Lot Conversion for 2/15 meeting	
2/1/2024	OM to conduct review of area around VC for possible amenity expansion for 2/15 meeting	Done
2/1/2024	OM to obtain proposal for surveying boundary for all of Grand Haven	
2/1/2024	OM to contact DC to determine if existing staff can be used to take out hogs and to see if the use of crossbows can be used within Grand Haven to kill hogs. Send DM a memo on outcome of the discussion for distribution to the Board.	

2/15/2024	OM, DC and Louise to provide list of options for Board to consider for Pond Bank issue	
2/15/2024	OM to remind residents of maintenance guidelines for ponds (quarterly reminders)	
3/7/2024	OM to work with AM to see about ability to have more frequent but less attended events	
3/7/2024	OM to check with AM about non-patrons using café.	
3/7/2024	OM to have AM speak with resident about advertising in publicly available documents	
XXXXXXXXXXXX XXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXX DISTRICT ENGINEER SECTION	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXX
XXXXXXXXXXXX XXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXX BOARD SECTION	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXX
4/6/2023	Dr. Merrill to send DM information on gate technology issues	4/13: Reminder email sent to Dr. Merrill 4/17: Per Dr. Merrill, OM office to provide further info on updating the gate boxes, looking at restricting pedestrian and cycle access and continuing to upgrade to mobile phone use.
4/20/2023	Chair to work with Skye Lee on details of District bank accounts	Underway
12/7/2023	Supervisor Crouch to check about getting District on County Commission meeting agenda regarding hog issue	Done

2/15/2024	Supervisors to send DM comments to give to Louise on pond bank issue	Done
3/7/2024	Supervisors to send DM priorities based upon presentations	
XXXXXXXXXXXX XXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXX XXXXXX
	DISTRICT COUNSEL SECTION	
1/19/2023	DC to work with City of Palm Coast to determine current storm clean up protocol and to provide a new MOU if possible	Underway
6/15/2023	DC to work with OM and DM to determine District responsibilities for Pond Banks	Underway
2/15/2024	DC to review pond bank issues with other communities	
2/15/2024	OM, DC and Louise to provide list of options for Board to consider for Pond Bank issue	
3/7/2024	DC to advise on RFP for security guards	

EXHIBIT 8

Grand Haven Community Development District

**Financial Statements
(Unaudited)**

**Period Ending
February 29, 2024**

Grand Haven CDD
Balance Sheet
February 29, 2024

	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Total</u>
Assets:			
BU - Operating	\$ 231,501	\$ 652,137	\$ 883,639
Truist - Operating	23,857	-	23,857
SBA 161601A	7,563	-	7,563
BU - Savings	5,996,136	-	5,996,136
On Roll Assessments Receivable	193,055	42,386	235,442
Accounts Receivable	2,054	-	2,054
Due From Other	-	1,674,331	1,674,331
Deposits	110	-	110
Prepaid Items	100	-	100
Total Assets	<u><u>\$ 6,454,377</u></u>	<u><u>\$ 2,368,855</u></u>	<u><u>\$ 8,823,232</u></u>
Liabilities:			
Accounts Payable	\$ 47,390	\$ 21,844	69,234
Due to Other	1,674,331	-	1,674,331
Deferred Revenue	193,055	42,386	235,442
Total Liabilities	<u><u>1,914,776</u></u>	<u><u>64,231</u></u>	<u><u>1,979,007</u></u>
Fund Balance:			
Non-Spendable:			
Prepaid & Deposits	210	-	210
Assigned:			
3 Months Working Capital	945,505	-	945,505
Disaster	750,000	-	750,000
Future Capital Improvements	-	-	-
Unassigned	2,843,886	2,304,624	5,148,510
Total Fund Balance	<u><u>4,539,601</u></u>	<u><u>2,304,624</u></u>	<u><u>6,844,225</u></u>
Total Liabilities & Fund Balance	<u><u>\$ 6,454,377</u></u>	<u><u>\$ 2,368,855</u></u>	<u><u>\$ 8,823,232</u></u>

Note: GASB 34 government-wide financial statements are available in the annual independent audit of the District.

The audit is available on the website and upon request.

Grand Haven CDD
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period from October 1, 2023 through February 29, 2024

	<u>Adopted Budget</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>Variance +/-</u>	<u>% of Budget</u>
Revenues:					
Assessments Levied (Net)	\$ 4,019,578	\$ 173,327	\$ 3,826,523	\$ (193,055)	95.20%
Fund Balance Forward	108,535	-	-	(108,535)	0.00%
Reuse Water	23,000	2,553	8,000	(15,000)	34.78%
Gate & Amenity Guest	9,000	828	3,713	(5,287)	41.26%
Tennis	500	71	226	(274)	45.14%
Room Rentals	2,000	-	700	(1,300)	35.00%
Interest	10,000	16,671	44,897	34,897	448.97%
Miscellaneous	10,000	940	2,050	(7,950)	20.50%
Total Revenues	<u>\$ 4,182,613</u>	<u>\$ 194,390</u>	<u>\$ 3,886,109</u>	<u>\$ (296,504)</u>	<u>92.91%</u>
Expenditures:					
Administrative					
Supervisors - regular meetings	12,000	800	4,000	(8,000)	33.33%
Supervisors - workshops	9,000	800	2,400	(6,600)	26.67%
District management	41,508	3,853	18,258	(23,251)	43.99%
Administrative	11,033	919	4,597	(6,436)	41.67%
Accounting	22,783	1,899	9,493	(13,290)	41.67%
Assessment roll preparation	10,026	836	4,178	(5,849)	41.67%
Office supplies	1,103	-	-	(1,103)	0.00%
Postage	3,308	-	856	(2,452)	25.88%
Audit	4,950	-	-	(4,950)	0.00%
Legal - general counsel	106,605	12,908	54,502	(52,103)	51.13%
Engineering	40,000	-	7,624	(32,376)	19.06%
Legal advertising	5,733	465	1,045	(4,688)	18.23%
Bank fees	1,654	191	876	(778)	52.98%
Dues & Licenses	193	-	175	(18)	90.67%
Property taxes	2,646	-	2,496	(150)	94.32%
Total Administrative	<u>272,542</u>	<u>22,671</u>	<u>110,500</u>	<u>(162,042)</u>	<u>40.54%</u>
Information & Technology					
IT support	30,244	2,499	12,495	(17,749)	41.31%
Village Center & Creekside telephone & fax	7,423	648	3,197	(4,226)	43.07%
Cable/internet - Village Center & Creekside	13,500	-	5,596	(7,904)	41.45%
Wi-fi for gates	5,396	-	-	(5,396)	0.00%
Landlines/hot spots for gates & cameras	29,106	1,337	10,578	(18,528)	36.34%
Cell phones	8,028	524	2,618	(5,410)	32.61%
Website - hosting & development	1,670	-	872	(799)	52.19%
ADA website compliance	232	-	210	(22)	90.52%
Communications - e-blast	551	-	208	(343)	37.75%
Total Information & Technology	<u>96,150</u>	<u>5,009</u>	<u>35,774</u>	<u>(60,376)</u>	<u>37.21%</u>
Insurance					
Insurance - general liability & public official	131,034	-	150,395	19,361	114.78%
Total Insurance	<u>131,034</u>	<u>-</u>	<u>150,395</u>	<u>19,361</u>	<u>114.78%</u>
Utilities					
Electric:					
Electric Services - #12316, 85596, 65378	6,399	484	2,978	(3,421)	46.54%
Electric - Village Center - #18308	38,761	3,441	16,991	(21,770)	43.83%

Electric - Creekside - #87064, 70333	26,456	2,312	9,803	(16,653)	37.05%
Streetlights ¹	24,610	2,315	12,024	(12,586)	48.86%
Propane - spas/café	44,762	2,436	17,660	(27,102)	39.45%
Garbage - amenity facilities	16,758	-	7,134	(9,624)	42.57%
Water/sewer:					
Water services ²	135,000	17,394	62,557	(72,443)	46.34%
Water - Village Center - #324043-44997	14,884	1,935	7,287	(7,597)	48.96%
Water - Creekside - #324043-45080	8,048	949	4,115	(3,933)	51.13%
Pump house - shared facility	17,089	-	675	(16,414)	3.95%
Total Utilities	332,767	31,266	141,223	(191,544)	42.44%

Field Operations

Stormwater system:					
Aquatic contract	60,000	4,643	23,215	(36,785)	38.69%
Aquatic contract - lake watch	5,000	397	1,589	(3,411)	31.78%
Aquatic contract - aeration maintenance	4,410	-	1,042	(3,368)	23.62%
Lake bank spraying	6,756	-	-	(6,756)	0.00%
Stormwater system repairs & maintenance	16,538	-	-	(16,538)	0.00%
Property maintenance:					
Horticultural consultant	10,584	1,200	5,200	(5,384)	49.13%
Landscape repairs & replacement	22,050	4,133	18,730	(3,320)	84.94%
Landscape maintenance - contract services	696,000	56,404	275,635	(420,365)	39.60%
Landscape maintenance - croquet	61,196	5,000	25,000	(36,196)	40.85%
Tree maintenance - Oak tree pruning	39,690	-	25,600	(14,090)	64.50%
Optional flower rotation	25,000	-	-	(25,000)	0.00%
Irrigation repairs & maintenance	42,000	1,667	7,994	(34,006)	19.03%
Roads & bridges repairs	16,538	-	-	(16,538)	0.00%
Streetlight maintenance	5,000	142	603	(4,397)	12.05%
Vehicle repairs & maintenance	10,000	-	4,098	(5,902)	40.98%
Office supplies - field operations	15,435	581	8,623	(6,812)	55.87%
Holiday Lights	9,923	-	4,664	(5,259)	47.01%
CERT operations	500	-	-	(500)	0.00%
Community maintenance	145,000	7,125	52,134	(92,866)	35.95%
Storm clean-up	28,665	-	-	(28,665)	0.00%
Total Field Operations	1,220,285	81,292	454,127	(766,158)	37.21%

Staff Support

Payroll	700,000	49,601	269,911	(430,089)	38.56%
Merit pay/bonus	45,000	3,776	23,977	(21,023)	53.28%
Payroll taxes	50,000	4,112	22,728	(27,272)	45.46%
Health insurance	128,260	9,950	49,719	(78,541)	38.76%
Insurance - workers' compensation	30,000	-	10,561	(19,439)	35.20%
Payroll services	6,250	325	1,940	(4,310)	31.04%
Mileage reimbursement	10,000	604	3,077	(6,923)	30.77%
Total Staff Support	969,510	68,368	381,913	(587,597)	39.39%

Amenity Operations

Amenity management	628,887	55,387	276,933	(351,954)	44.04%
A/C maintenance & service	4,300	1,750	3,650	(650)	84.88%
Fitness equipment service	8,269	-	805	(7,464)	9.74%
Music licensing	4,000	-	3,827	(173)	95.68%
Pool/spa permits	965	-	-	(965)	0.00%
Pool chemicals	25,440	-	9,075	(16,365)	35.67%
Pest control	4,300	95	1,020	(3,280)	23.73%
Amenity maintenance	150,000	16,091	66,876	(83,124)	44.58%
Special events	11,025	600	5,873	(5,152)	53.27%
Total Amenity Operations	837,186	73,923	368,060	(469,126)	43.96%

Security

Gate access control staffing	225,323	16,066	88,441	(136,882)	39.25%
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Additional guards	8,820	-	-	(8,820)	0.00%
Guardhouse facility maintenance	25,000	510	6,206	(18,794)	24.82%
Gate communication devices	23,153	-	2,253	(20,901)	9.73%
Gate operating supplies	35,000	1,584	6,894	(28,106)	19.70%
Fire & security system	5,843	-	2,867	(2,976)	49.06%
Total Security	323,139	18,160	106,660	(216,479)	33.01%
Capital Improvements					
Light Pole & Fixture Replacement	-	-	20,336	20,336	0.00%
Concrete Replacement	-	45	1,782	1,782	0.00%
Landscape Enhancements	-	-	28,660		
Capital Improvements - Other	-	-	11,485		
Total Capital Improvements	-	45	62,262	22,118	0.00%
Total Expenditures	\$ 4,182,613	\$ 300,732	\$ 1,810,915	\$ (2,411,843)	43.30%
Excess of Revenues Over (Under) Expenditures			\$ 2,075,194		
Other Financing Sources (Uses)					
Transfer In			-		
Transfer Out			-		
Total Other Financing Sources (Uses)			\$ -		
Fund Balance - Beginning			2,464,406		
Fund Balance - Ending			\$ 4,539,601		

Grand Haven CDD
Special Revenue Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period from October 1, 2023 through February 29, 2024

	Adopted Budget	Current Month	Year to Date	Variance +/(-)	% of Budget
Revenues:					
Assessments Levied (Net)	\$ 882,524	\$ 26,926	\$ 840,137	\$ (42,387)	95.20%
Interest	-	-	-	-	
Total Revenues	\$ 882,524	\$ 26,926	\$ 840,137	\$ (42,387)	95.20%
 Expenditures:					
Capital Improvement Plan (CIP)	867,183	19,108	158,625	(708,558)	18.29%
Total Expenditures	\$ 867,183	\$ 19,108	\$ 158,625	\$ (708,558)	18.29%
 Excess of Revenues Over (Under) Expenditures			\$ 681,512		
 Other Financing Sources (Uses)			-		
Transfer In			-		
Transfer Out			-		
Total Other Financing Sources (Uses)			-		
 Fund Balance - Beginning			1,623,112		
Fund Balance - Ending			\$ 2,304,624		

EXHIBIT 9

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 18, 2024 at 9:03 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 Kevin Foley	Board Supervisor, Chairman
11 John Polizzi	Board Supervisor, Vice Chairman
12 Michael Debitetto	Board Supervisor, Assistant Secretary
13 Dr. Merrill Stass-Isern	Board Supervisor, Assistant Secretary
14 Nancy Crouch	Board Supervisor, Assistant Secretary

15
16 Also present were:

17 David McInnes	District Manager, Vesta District Services
18 Scott Clark	District Counsel
19 Barry Kloptosky	CDD Operations Manager
20 Vanessa Stepniak	Operations Supervisor
21 John Lucansky	Amenity Manager

22
23 *The following is a summary of the discussions and actions taken at the January 18, 2024 Grand Haven*
24 *CDD Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records*
25 *request.*

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

27 The Pledge of Allegiance was recited.

28 **THIRD ORDER OF BUSINESS – Presentation & Discussion of Café Renovation Plans**

29 The architect presented the Café Renovation Plans to the Board, noting work with the kitchen staff
30 to determine the equipment which was in good condition and could remain as-is for cost savings.
31 The architect noted that an additional oven and fryer would be added to increase speed of service.
32 Following discussion on the scope and extent of renovations, the Board and the architect discussed
33 the estimated cost range of carrying out the project. Mr. Clark explained that the Board could bid
34 the project and proceed based on lowest price, or go out for RFP with its specific set of selection
35 criteria. Mr. Kloptosky advised against the lowest price approach, suggesting that there may be
36 issues reflected in factors outside of price.

37 On a MOTION by Mr. Debitetto, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board
38 approved preparing and advertising a request for proposals for the Café Renovation project, for the Grand
39 Haven Community Development District.

40 **FOURTH ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for**
41 *non-agenda items)*

42 Prior to opening the floor to audience comments, Mr. McInnes reminded attendees that this section
43 of the meeting was to comment on any non-agenda items.

44 An audience member asked about possibly reallocating the outdoor seating to an alcove by the
45 fitness center.

46 An audience member asked whether there had been any additional progress with Pond #20. Ms.
47 Stepniak noted that the replacement aerator had been ordered, and that they were waiting on
48 additional parts that were in transit.

49 An audience member encouraged the Board to consider additional pickleball courts to meet the
50 growing demand in the community. Discussion ensued regarding costs and other groups that may
51 be interested in expanded facilities for their particular interests.

52 An audience member expressed concerns about poor conditions at the Creekside fitness center,
53 adding that she would be willing to present the specifics at a future workshop meeting.

54 An audience member expressed appreciation for the eblast that had been distributed for pickleball
55 and commented on upcoming decisions to be made for activity expenditures.

56 An audience member recalled previous discussions about potentially splitting up the café
57 renovation project into phases and suggested that the RFP be clear about the desired structure and
58 plan for the renovations.

59 Comments were heard from audience members regarding the hog issue and mitigation methods.
60 Prior to proceeding with Staff Reports, the Board opted to discuss the hog issue under the Ninth
61 Order of Business, Discussion Items.

62 **FIFTH ORDER OF BUSINESS – Exhibit 1: Presentation of Proof of Publication(s)**

63 *(The Board recessed the meeting at 11:36 a.m., and reconvened at 11:46 a.m.)*

64 **SIXTH ORDER OF BUSINESS – Staff Reports**

65 A. District Engineer: David Sowell

66 The District Engineer was not present.

67 B. Exhibit 2: Amenity Manager: John Lucansky

68 Mr. Lucansky stated that 1,818 guest passes had been issued over the past year, and that the busiest
69 months had been March, April, July, and December. The Board expressed appreciation for the
70 statistical breakdown, and suggestions were heard to provide stats on a quarterly basis.

71 C. Operations Manager: Barry Kloptosky

72 1. Exhibit 3: Presentation of Capital Project Plan Tracker

73 There were no questions on the tracker.

74 2. Exhibit 4: Monthly Report

75 Mr. Kloptosky noted that the hog situation had largely been covered under Discussion
76 Items. Mr. Polizzi inquired about IDs for individuals being employed by the District to be
77 easily identified as part of Grand Haven. Ms. Stepniak noted that she had some concerns
78 about getting ID cards back in case of turnover. Dr. Merrill suggested that this could be a
79 discussion item for a workshop. Additional comments were made regarding issues with
80 possible insufficient signage at Wild Oaks crosswalks.

81 D. Exhibit 5: District Counsel: Scott Clark

82 Mr. Clark stated that each Supervisor was required to take an ethics training course, and that he had
83 heard that another product was in development that may be more focused on special districts. Mr.
84 Clark additionally provided some information on the online filing process with the Commission of
85 Ethics and discussed current suspension and expulsion policies with the Board, suggesting areas

86 where the Board could consider changes. Discussion ensued regarding the degrees of misconduct
87 and severity of incidents.

88 E. District Manager: David McInnes

89 1. Exhibit 6: Meeting Matrix

90 Supervisor feedback was heard regarding future workshop items. Comments were heard
91 suggesting that there may not be enough information for a significant discussion regarding
92 Vesta's participation in the café, and this item was moved to an unscheduled category.
93 Additional discussion ensued regarding budgeted amounts for the parking lot project. The
94 Board came to a consensus to discuss the budget, parking, the legacy program, and updates
95 on the hog situation at the workshop.

96 2. Exhibit 7: Action Item Report

97 No comments were heard on the action item report.

98 3. Incident Reports Involving Residents

99 Mr. McInnes provided a summary of an incident, with Mr. Foley recounting the sequence
100 of events. Mr. McInnes noted that he had an open-ended suspension letter dated December
101 21, and that he did not provide a specific amount of time but under the CDD rules the Board
102 could suspend for up to 90 days.

103 On a MOTION by Ms. Crouch, SECONDED by Mr. Debitetto, WITH ALL IN FAVOR, the Board
104 approved suspending the resident's amenity privileges for 90 days, for the Grand Haven Community
105 Development District.

106 4. 01/04/24 Workshop Recommendations

107 Mr. McInnes stated that the recommendations at the workshop were for Dr. Merrill to work
108 with District Counsel on the Escalante concerns that had been raised, and to select a
109 Supervisor to work with the Operations Supervisor on safety and security issues. Mr.
110 Polizzi volunteered to fulfill this duty.

111 **SEVENTH ORDER OF BUSINESS – Consent Agenda Items**

112 A. Exhibit 8: Consideration for Acceptance – The November 2023 Unaudited Financial Report

113 B. Exhibit 9: Consideration for Acceptance – The December 2023 Unaudited Financial Report

114 C. Exhibit 10: Consideration for Approval – The Minutes of the Board of Supervisors Regular
115 Meeting Held November 2, 2023

116 D. Exhibit 11: Consideration for Approval – The Minutes of the Board of Supervisors Regular
117 Meeting Held December 7, 2023

118 On a MOTION by Mr. Polizzi, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board approved
119 all items of the Consent Agenda for the Grand Haven Community Development District.

120 **EIGHTH ORDER OF BUSINESS – Business Items**

121 A. Exhibit 12: Consideration of Aeration Installation – Pond 6 Proposal

122 Ms. Stepniak advised that the pond had previously faced midge fly issues during the previous
123 summer. Ms. Stepniak noted that the pond was not currently facing these issues due to it being
124 January, but that getting an aerator installed would help prevent the larvae.

125 On a MOTION by Mr. Polizzi, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board approved
126 the Pond 6 Aeration Installation proposal, in the amount of \$17,040.00, for the Grand Haven Community
127 Development District.

128 B. Exhibit 13: Consideration of New Playground Equipment in Wild Oaks Proposal

129 Ms. Stepniak stated that the playground equipment was in a state of disrepair, and that since other
130 companies would not provide replacement parts due to liability issues, they had looked into fully
131 replacing the equipment. Ms. Stepniak noted that the cost of the equipment would run \$30,286.39.
132 Comments were made by Board members regarding low usage of the park itself and the cost of
133 replacement. The Board suggested closing the park and removing the equipment as it currently may
134 pose a liability and opted to make a decision on replacing the equipment at a later date. Mr.
135 Kloptosky stated that the dismantling and removal of the equipment could be done with in-house
136 staff. Mr. Polizzi additionally suggested providing some sort of notice to residents at the park
137 location.

138 C. Exhibit 14: Consideration & Adoption of **Resolution 2024-08**, Authorizing Payment of Required
139 Ethics Training for Board Supervisors

140 Mr. McInnes stated that the payment ran at \$75 per Supervisor. Mr. Clark advised that Supervisors
141 have the year to complete the ethics training.

142 On a MOTION by Dr. Merrill, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board adopted
143 **Resolution 2024-08**, Authorizing Payment of Required Ethics Training for Board Supervisors, for the
144 Grand Haven Community Development District.

145 **NINTH ORDER OF BUSINESS – Discussion Items**

146 A. Update on Hog Situation – Barry Kloptosky, OM

147 The Board and Mr. Kloptosky discussed the extent of the damage, and company limitations,
148 liability coverage, and terms. Ms. Stepniak noted that she had been in contact with a large company
149 that appeared to be competent and reputable, and that there were specific upfront fees associated
150 with getting the company on site. The Board discussed authorizing the payment of a mobilization
151 fee, and Mr. McInnes commented on the Board’s ability to authorize up to a certain amount such
152 that the Operations Manager could move forward with payment without having to come back
153 before the Board.

154 On a MOTION by Dr. Merrill, SECONDED by Ms. Crouch, with Dr. Merrill, Ms. Crouch, Mr. Foley, and
155 Mr. Polizzi voting “AYE”, and Mr. Debitetto voting “NAY”, the Board approved additional authorization
156 for the Operations Manager to pay for a mobilization fee, in the amount of \$1,500.00, for the Grand Haven
157 Community Development District.

158 B. Exhibit 15: FY 2025 Budget – continued

159 The Board discussed the percentage rates of increase over the previous year, and comments were
160 made regarding the idea of conducting a reserve study. Mr. McInnes advised that opting for a
161 reserve study could affect the long-term plan due to possible timing changes on all items. Mr.
162 McInnes requested the Board to send in their comments regarding the Fiscal Year 2025 budget to
163 him.

164 C. Update on Negotiations with Tennis Instruction – John Lucansky, AM

165 The Board and Mr. Lucansky discussed compensation rates for the tennis instructor if he were to
166 assume a tennis director role. Additional comments were made regarding possible pay-to-play

167 events. The Board opted to continue the discussion on tennis instruction structure to the next
168 meeting.

169 D. Update on Efforts with Flagler County – Supervisor Crouch

170 Ms. Crouch noted that she had been reaching out to HOAs throughout the county regarding the
171 feral hog issue, and attempting to get groups of people to show up in support at a future Board of
172 County Commissioners workshop meeting where the hog issue would be discussed. Comments
173 were heard regarding coordinating a group to do fact-finding work for possible solutions, with Mr.
174 Clark providing guidance on how this should operate. The Board agreed to have Ms. Crouch lead
175 a fact-finding group.

176 E. Update on Website Matters – Dr. Merrill

177 Dr. Merrill stated that the Chair’s summaries of meetings would be linked on the website, and that
178 the final edit of the website would be conducted on February 13. Dr. Merrill stated that the website
179 would likely go live between February 13 and the end of March.

180 F. Update on Line of Credit – Chair Foley

181 Following discussion between the Board and Mr. McInnes, the Board opted not to actively pursue
182 the line of credit matter further, and Mr. Foley stated that he would go back to the banker to put the
183 matter on hold.

184 **TENTH ORDER OF BUSINESS – Supervisors’ Requests**

185 Dr. Merrill requested to consider revising the code of conduct as it pertained to communicating
186 with and asking questions of Mr. Kloptosky and Ms. Stepniak.

187 In response to a Supervisor comment, Mr. McInnes stated that Supervisors could send him emails
188 that they wished to distribute to the rest of the Board, and that he could review with Counsel and
189 ensure that nothing was questionable before sending it out to the other Supervisors.

190 **ELEVENTH ORDER OF BUSINESS – Action Item Summary**

191 The action items were as follows:

- 192 • The Operations Manager and Amenity Manager will communicate to groups that may wish to
193 attend the amenity expansion workshop and determine what information was needed.
- 194 • The Operations Manager will review the entry to Wild Oaks as part of discussions on bike safety,
195 particularly whether this area was on the County’s right-of-way.
- 196 • The District Manager will send the architect plans to the Board.

197 **TWELFTH ORDER OF BUSINESS – Meeting Matrix Summary**

198 **THIRTEENTH ORDER OF BUSINESS – Adjournment**

199 On a MOTION by Mr. Polizzi, SECONDED by Dr. Merrill, WITH ALL IN FAVOR, the Board adjourned
200 the meeting at 2:05 p.m. for the Grand Haven Community Development District.

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

204
205
206

207 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
208 **meeting held on March 21, 2024.**

209

210

Signature

Signature

Printed Name

Printed Name

211 **Title:** **Secretary** **Assistant Secretary**

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

EXHIBIT 10



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT 11



Excellence
IN COMMERCIAL LANDSCAPING



Landscape Maintenance Services Proposal
prepared for

GRAND HAVEN CROQUET COURT MAINTENANCE

February 27, 2024



Barry Kloptosky
Operations Manager
Grand Haven CDD

2 North Village Parkway, Palm Coast

Barry Kloptosky
Operations Manager

Grand Haven CDD
2 N Village Parkway
Palm Coast, Florida 32137

Re: Landscape Maintenance Services Proposal for **Grand Haven CDD**

Thank you for considering a partnership with **Yellowstone Landscape** as your landscape maintenance service provider. We are excited by the possibility to provide you with landscape maintenance once again! Our proposal has been created to address the specific needs and expectations you have expressed for the **Grand Haven Croquet Court Maintenance**. We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

- **About Yellowstone:** The section has a short video with more information about who we are and how we can improve your landscape.
- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **References:** Here you will find some information on a few of our customers. We encourage you to reach out to them. This will help you get an understanding of what it means to be a member of the Yellowstone family.
- **Agreement & Your Investment:** Our service agreement and pricing for the services we'll provide to your property.

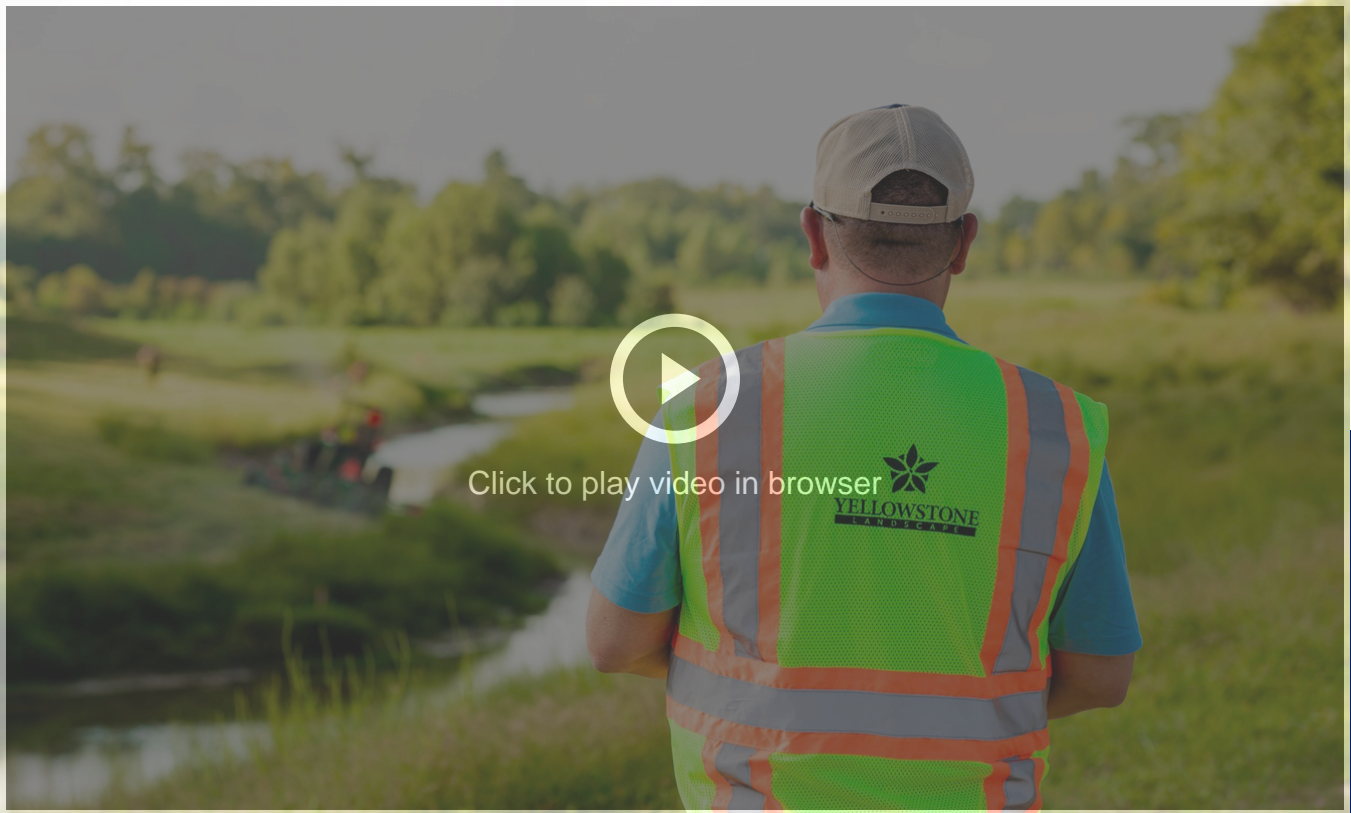
If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,
John Distler, *Business Development Manager*
Yellowstone Landscape

jdistler@yellowstonelandscape.com
386-237-8621

ABOUT YELLOWSTONE LANDSCAPE

Your property's appearance means a lot. It has the power to delight visitors, tenants, residents, customers, and more. Your choice of landscape service partner can mean reduced liability, better profits, and lasting impressions. There's a lot on the line. This is serious business. You have people to answer to and it's our job to make you and your property look its absolute best. We're in this together.



To look your best, it takes a strong team of commercial landscaping experts. Since 2008, our company has grown because of our team's commitment to excellence. Thousands of companies and organizations across the country have trusted us. We don't take that lightly. They deserve the best and so do you. We wouldn't offer anything less.

Your choice in the best commercial landscaping company could be the difference between a property that reflects excellence or one that falls short of your expectations and needs. When you're investing in professional services, you deserve to get the best. By making the wise choice, that's exactly what you can count on.

“ You will be hard-pressed to find a better landscape maintenance company than Yellowstone Landscape. Being a relatively new community, we were in need of a reliable, trusting, "one-stop shop" company that could handle our turf, flower beds, trees, and irrigation maintenance needs; and we found that in Yellowstone.

Mike Vaccaro
President/Secretary
Clover Creek Community

YOUR SERVICE TEAM

Our Leadership Team is committed to making Yellowstone Landscape the country's premier commercial landscape service company and to bringing that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.

Your Local Yellowstone Landscape Professionals are led by:



Ty Rentz

Branch Manager

Ty has been in the Landscape industry for 38 years as an entrepreneur, corporate employee and brings an enthusiasm and passion unparalleled in today's culture. Ty still believes as his Grandfather taught, there is no substitute for hard work, your word and a handshake. He is also instrumental in driving our Safety Culture as he sits on our Corporate safety team and he helps create, initiate and implement beneficial new corporate operational systems. He is the Branch manager for our Palm Coast and St. Augustine locations and he and his wife Staci have made Palm Coast their home, are enjoying the area and excited about serving this community.



John Distler

Business Development Manager

John began working in the landscape industry in 2017 when he connected with Yellowstone Landscape as an industry leader. His background has been focused on providing clients with quality care and customer service for other industry leaders such as the Walt Disney Company, IBM, AT&T and Servpro. The attention to detail he learned in the US Navy, combines with the service skills learned at these companies, to bring a focus of customer satisfaction to our Yellowstone Landscape customers.



Antonio Perez

Senior Account Manager

Antonio will be the main point of contact for your property. Having this single point of contact will help save you time and frustration when you have questions regarding your landscape. Antonio has been working with his teams to provide excellence in landscaping at some of our premier properties in the area including the Hammock Beach Resort and Woodhaven and Canopy Walk Condos. He began his career with Yellowstone Landscape 7 years ago as an irrigation technician. He has quickly moved up through the ranks becoming the Irrigation Manager and finally Account Manager. He works everyday to lead his teams with the core belief that with hard work and dedication, anything is possible.

YOUR SERVICE TEAM

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Your Local Yellowstone Landscape Professionals are led by:



James Irvine

Chemical & Fertilization Superintendent

James is a Certified Operator in Lawn & Ornamental as well as General Pest Control. He has a turf grass degree from the University of Georgia and really enjoy this working in the landscape industry. He started working to improve landscapes in 1989 as a tree and shrub specialist and loves helping to produce beautiful lawns and landscapes. As a leader in the industry, he is proud to be a part of the Yellowstone Landscape team.



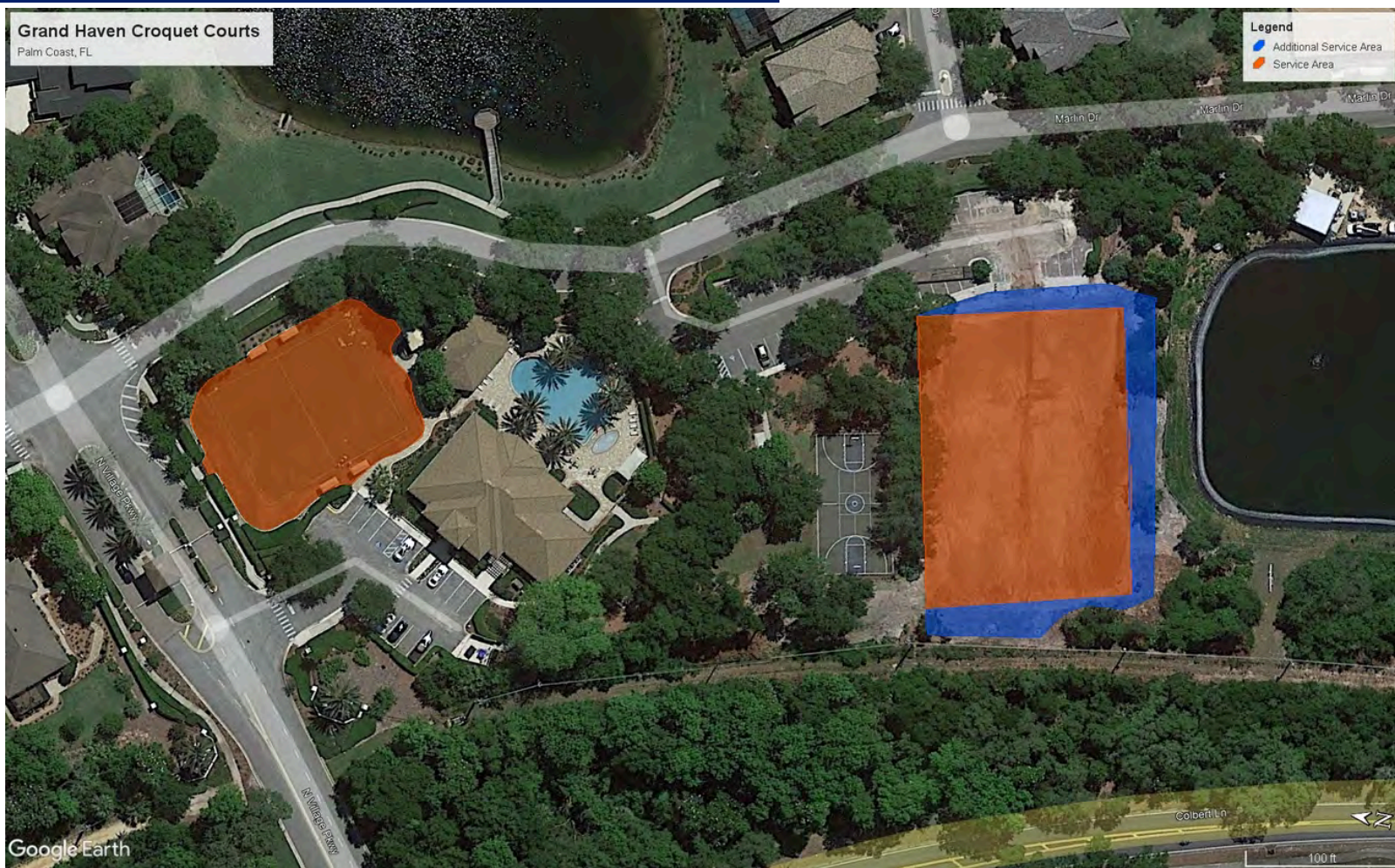
Susan Tosi

Office Manager

Susan has been working with the Yellowstone Landscape team as an Office Manager since 2005. As Office Manager she provides direct support for our clients, Account Managers, vendors and our accounting staff. Her number one priority is to provide quality service to our customers and making sure we work safely in the field. In 2018 she was awarded Office Manager of the Year for the Yellowstone Landscape South Region. She has become the foundation that helps us truly provide excellence in commercial landscaping.

SERVICE MAP

The image below depicts the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.





LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.





DEBRIS REMOVAL

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

FERTILIZER

- Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

INSECT, DISEASE, & WEED CONTROL

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
- Access to a water source on the Client's property must be provided for use in spray applications.

SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

TREE MAINTENANCE

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

FERTILIZATION

- Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

INSECT, DISEASE, & WEED CONTROL

- Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, Yellowstone Landscape will offer suggestions regarding the best course of action.
- Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client's property.
- The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications



EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- “Weedeating” type edging will not be used around trees.

IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client’s approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

ANNUAL FLOWERS

- Annual flower beds will be serviced to remove flowers that are fading or dead (“deadheading”) to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- “Flower Saver Plus®” (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.





- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

REFERENCES

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.



PROJECT NAME:
Hammock Beach Resort

CLIENT SINCE:
2002

SERVICES PROVIDED:
Landscape Maintenance,
Landscape Design,
Landscape Enhancement

CLIENT CONTACT:
Carlton Grant
Regional Managing
Director

Hammock Beach Resort
200 Ocean Crest Dr.
Palm Coast, FL 32137

P: 386-246-5602
E: cgrant@hammockbeach.com



PROJECT NAME:
Woodhaven
Condominiums

CLIENT SINCE:
2014

SERVICES PROVIDED:
Landscape Maintenance,
Landscape Design,
Landscape Enhancement

CLIENT CONTACT:
Joe Cinesi
Board of Directors

100 Brighton Circle
Palm Coast, FL 32137

P: 904-599-5968
E: jc052014@cfl.rr.com



PROJECT NAME:
Forest Park Estates

CLIENT SINCE:
2015

SERVICES PROVIDED:
Landscape Maintenance,
Landscape Design,
Landscape Enhancement

CLIENT CONTACT:
John Slawinski
Board President

Colbert Ln
Palm Coast, FL 32137

P: 386-569-8278
E: jeslawinski@att.net

REFERENCES

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.



PROJECT NAME:
St Johns River Water
Management

CLIENT CONTACT:
Debi Edwards
Procurement Specialist

CLIENT SINCE:
2020

Palatka Headquarters
4049 Reid St
Palatka, FL 32177

SERVICES PROVIDED:
Landscape Maintenance,
Landscape Design,
Landscape Enhancement

P: 386-329-4500
E: dkedwards@sjrwm.com



PROJECT NAME:
Ocean Palms HOA

CLIENT CONTACT:
Alice Randolph
Association Manager

CLIENT SINCE:
2019

230 San Nicolas Way
St Augustine, FL 32080

SERVICES PROVIDED:
Landscape Maintenance,
Landscape Design,
Landscape Enhancement

P: 904-461-9708
E: arandolph@mayresort.com



PROJECT NAME:
Madeira CDD
St. Augustine

CLIENT CONTACT:
Lesley Gallagher
District Manager

CLIENT SINCE:
2018

Rizzetta & Company
2806 North Fifth Street,
Unit 403
St Augustine, FL 32084

SERVICES PROVIDED:
Landscape Maintenance,
Landscape Design,
Landscape Enhancement

P: 904-436-6270
E: lgallagher@rizzetta.com

YOUR INVESTMENT - 2024

CORE MAINTENANCE SERVICES	PRICE
Mowing Services Includes Mowing, Edging, String Trimming, Weed Removal, Blowing, Top Dressing, Rolling, Aerating, verticutting, thatching & Property Policing	\$53,021
Integrated Pest Management Turf Fertilization, Pest Control Applications & Ant Treatments	\$9,420
Irrigation Inspections Includes Adjusting Heads & Nozzles, Seasonal Clock Adjustments, Cleaning Out/ Maintaining Valve Boxes & Standard Irrigation Reports	\$3,270
Outer Court Mowing Services - At Least 52 Visits Represented by the Blue service area on the attached mapping	\$3,289
ANNUAL GRAND TOTAL	\$69,000

ANNUAL GRAND TOTAL	\$69,000.00
MONTHLY GRAND TOTAL	\$5,750.00

YOUR INVESTMENT - 2025

CORE MAINTENANCE SERVICES	PRICE
Mowing Services Includes Mowing, Edging, String Trimming, Weed Removal, Blowing, Top Dressing, Rolling, Aerating, verticutting, thatching & Property Policing	\$58,323
Integrated Pest Management Turf Fertilization, Pest Control Applications & Ant Treatments	\$10,362
Irrigation Inspections Includes Adjusting Heads & Nozzles, Seasonal Clock Adjustments, Cleaning Out/ Maintaining Valve Boxes & Standard Irrigation Reports	\$3,597
Outer Court Mowing Services - At Least 52 Visits Represented by the Blue service area on the attached mapping	\$3,618
ANNUAL GRAND TOTAL	\$75,900

2025 ANNUAL GRAND TOTAL	\$75,900.00
2025 MONTHLY GRAND TOTAL	\$6,325.00

YOUR INVESTMENT - 2026

CORE MAINTENANCE SERVICES	PRICE
Mowing Services Includes Mowing, Edging, String Trimming, Weed Removal, Blowing, Top Dressing, Rolling, Aerating, verticutting, thatching & Property Policing	\$61,239
Integrated Pest Management Turf Fertilization, Pest Control Applications & Ant Treatments	\$10,880
Irrigation Inspections Includes Adjusting Heads & Nozzles, Seasonal Clock Adjustments, Cleaning Out/ Maintaining Valve Boxes & Standard Irrigation Reports	\$3,777
Outer Court Mowing Services - At Least 52 Visits Represented by the Blue service area on the attached mapping	\$3,799
ANNUAL GRAND TOTAL	\$79,695

2026 ANNUAL GRAND TOTAL	\$79,695.00
2026 MONTHLY GRAND TOTAL	\$6,641.25

YOUR SERVICE CALENDAR

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

SERVICE	
Mowing Service	124
Edging/Trimming	124
Debris Removal	124
Aeration Services & Top Dress	2
Turf Rolling	6
Fertilizer	6
Insect, Disease & Weed Control	12
Irrigation Inspections	12

CLIENT NAME:	Grand Haven CDD
BILLING ADDRESS:	2 N Village Parkway Palm Coast, Florida 32137
PROPERTY CONTACT:	Barry Kloptosky
PROPERTY CONTACT EMAIL:	office@ghcdd.com
PROPERTY CONTACT PHONE:	+13864471888
CONTRACT EFFECTIVE DATE:	March 01, 2024
CONTRACT EXPIRATION DATE:	February 28, 2027
INITIAL TERM:	Three Year
PROPERTY NAME:	Grand Haven Croquet Court Maintenance
PROPERTY ADDRESS:	2 North Village Parkway, Palm Coast
CONTRACTOR:	Yellowstone Landscape, PO Box 849, Bunnell, FL 32110
YELLOWSTONE CONTACT:	Business Development Manager
YELLOWSTONE CONTACT EMAIL:	jdistler@yellowstonelandscape.com
YELLOWSTONE CONTACT PHONE:	386-237-8621
YELLOWSTONE SCOPE OF SERVICES:	The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

AGREEMENT

COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **\$69,000.00** for the 2024 agreement, in equal monthly installments billed in the amount of **\$5,750.00** upon receipt of invoice. Adjustments to be made annually based on pricing sheets for 2025 and 2026.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the pricing sheets and Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape

Accepted by: Grand Haven CDD



 **SIGNATURE**
Barry Kloptosky

Printed Name: Christopher Adornetti, Officer

Date: Not yet accepted

Printed Name: Barry Kloptosky

Date: Not yet accepted



TERMS & CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality, and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional twelve (12) month term and will continue to renew at the end of each successive twelve (12) month unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

Termination for Cause: It is agreed that either party may terminate this agreement given (30) thirty days' notice in writing. However, the following conditions must be met in order to substantiate the cancellation of the agreement. Yellowstone will be given 30 days written notice to correct any issues that the Client feels justify the cancellation of the agreement. Yellowstone must receive notification in writing that the issue has not been resolved to the established level of satisfaction prior to termination. Final billing will be prorated to reflect services rendered until the termination date. Please note that the equal monthly payment in no way represents the value of work performed in any given month. In the event of cancellation, the Client agrees to pay Yellowstone any amount above and beyond the payments for actual work performed.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Jurisdiction: By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses, and damages, whether in contract, tort, or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special, or punitive damages.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Warranty: Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.



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THANK YOU FOR YOUR TRUST

We look forward to working with you!

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