



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

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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](mailto: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

### *Revised 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

[Exhibit 10](#)

D. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held February 15, 2024

[Exhibit 11](#)

**VII. Business Items**

A. Consideration of Audit Committee’s Recommendation for Auditor – 3 mins. Allotted

B. Consideration of Mutual Aid Resolution

[Exhibit 12](#)

C. Consideration of Yellowstone Croquet Court Yearly Maintenance Proposal – 5mins. Allotted

[Exhibit 13](#)

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

[Exhibit 14](#)

2. Capital Projects

[Exhibit 15](#)

**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](mailto:dmcinnes@vestapropertyservices.com), the District Admin. Jackie Leger at [jleger@vestapropertyservices.com](mailto:jleger@vestapropertyservices.com). Please direct all questions regarding this Notice in writing to the District Manager, David McInnes at [dmcinnes@vestapropertyservices.com](mailto:dmcinnes@vestapropertyservices.com), with e-mail copies to Scott Clark at [sclark@winterparklawyers.com](mailto: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

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## 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 24<sup>th</sup> 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 6<sup>th</sup>.***
  - ***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	<b>Totals:</b>	<b>\$885,901</b>	<b>-\$15,067</b>	<b>\$218,791</b>	<b>\$46,962</b>		

# 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 1<sup>st</sup> week of May 2024.

○ **CAFÉ RENOVATION PROJECT**

- The architect gave a presentation to the Board at the July 20<sup>th</sup> 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

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

**GRAND HAVEN MEETING AGENDA MATRIX**

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



**GRAND HAVEN MEETING AGENDA MATRIX**

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

**GRAND HAVEN MEETING AGENDA MATRIX**

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

# GRAND HAVEN MEETING AGENDA MATRIX

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

# GRAND HAVEN MEETING AGENDA MATRIX

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

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

## GRAND HAVEN MEETING AGENDA MATRIX

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

# EXHIBIT 7

Date of Action Item	Action Item	Status
	<b>DISTRICT MANGER SECTION</b>	
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
<del>1/18/2024</del>	<del>DM to send architect plans to the Board</del>	<del>Done</del>
<del>2/1/2024</del>	<del>DM to send Board emails that OM referred to during discussion on parking lots during 2/1 workshop</del>	<del>Done</del>
<del>2/1/2024</del>	<del>DM to send Board email reminder to send comments regarding FY 2025 budget</del>	<del>Done</del>
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
	<b>OPERATIONS MANAGER SECTION</b>	



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
<del>1/4/2024</del>	<del>OM to assess areas in Grand Haven where pig brigs can be placed</del>	<del>Done</del>
1/18/2024	<del>OM to work with Amenity Manager in communications to groups regarding criteria Board will use when discussing amenities at the 3/7 workshop</del>	<del>Done</del>
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 <b>DISTRICT ENGINEER SECTION</b>	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXX
XXXXXXXXXXXX XXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXX <b>BOARD SECTION</b>	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
<del>12/7/2023</del>	<del>Supervisor Crouch to check about getting District on County Commission meeting agenda regarding hog issue</del>	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
	<b>DISTRICT COUNSEL SECTION</b>	
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>
<b>Assets:</b>			
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
<b>Total Assets</b>	<b><u>\$ 6,454,377</u></b>	<b><u>\$ 2,368,855</u></b>	<b><u>\$ 8,823,232</u></b>
<b>Liabilities:</b>			
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
<b>Total Liabilities</b>	<b><u>1,914,776</u></b>	<b><u>64,231</u></b>	<b><u>1,979,007</u></b>
<b>Fund Balance:</b>			
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
<b>Total Fund Balance</b>	<b><u>4,539,601</u></b>	<b><u>2,304,624</u></b>	<b><u>6,844,225</u></b>
<b>Total Liabilities &amp; Fund Balance</b>	<b><u>\$ 6,454,377</u></b>	<b><u>\$ 2,368,855</u></b>	<b><u>\$ 8,823,232</u></b>

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>
<b>Revenues:</b>					
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%
<b>Total Revenues</b>	<b><u>\$ 4,182,613</u></b>	<b><u>\$ 194,390</u></b>	<b><u>\$ 3,886,109</u></b>	<b><u>\$ (296,504)</u></b>	<b><u>92.91%</u></b>
<b>Expenditures:</b>					
<b>Administrative</b>					
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%
<b>Total Administrative</b>	<b><u>272,542</u></b>	<b><u>22,671</u></b>	<b><u>110,500</u></b>	<b><u>(162,042)</u></b>	<b><u>40.54%</u></b>
<b>Information &amp; Technology</b>					
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%
<b>Total Information &amp; Technology</b>	<b><u>96,150</u></b>	<b><u>5,009</u></b>	<b><u>35,774</u></b>	<b><u>(60,376)</u></b>	<b><u>37.21%</u></b>
<b>Insurance</b>					
Insurance - general liability & public official	131,034	-	150,395	19,361	114.78%
<b>Total Insurance</b>	<b><u>131,034</u></b>	<b><u>-</u></b>	<b><u>150,395</u></b>	<b><u>19,361</u></b>	<b><u>114.78%</u></b>
<b>Utilities</b>					
<b>Electric:</b>					
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 <sup>1</sup>	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 <sup>2</sup>	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%
<b>Total Utilities</b>	<b>332,767</b>	<b>31,266</b>	<b>141,223</b>	<b>(191,544)</b>	<b>42.44%</b>

#### 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%
<b>Total Field Operations</b>	<b>1,220,285</b>	<b>81,292</b>	<b>454,127</b>	<b>(766,158)</b>	<b>37.21%</b>

#### 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%
<b>Total Staff Support</b>	<b>969,510</b>	<b>68,368</b>	<b>381,913</b>	<b>(587,597)</b>	<b>39.39%</b>

#### 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%
<b>Total Amenity Operations</b>	<b>837,186</b>	<b>73,923</b>	<b>368,060</b>	<b>(469,126)</b>	<b>43.96%</b>

#### 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%
<b>Total Security</b>	<b>323,139</b>	<b>18,160</b>	<b>106,660</b>	<b>(216,479)</b>	<b>33.01%</b>
<b>Capital Improvements</b>					
Light Pole & Fixture Replacement	-	-	20,336	20,336	0.00%
Concrete Replacement	-	45	1,782	1,782	0.00%
<b>Landscape Enhancements</b>	-	-	28,660		
<b>Capital Improvements - Other</b>	-	-	11,485		
<b>Total Capital Improvements</b>	-	<b>45</b>	<b>62,262</b>	<b>22,118</b>	<b>0.00%</b>
<b>Total Expenditures</b>	<b>\$ 4,182,613</b>	<b>\$ 300,732</b>	<b>\$ 1,810,915</b>	<b>\$ (2,411,843)</b>	<b>43.30%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>			\$ 2,075,194		
<b>Other Financing Sources (Uses)</b>					
Transfer In			-		
Transfer Out			-		
<b>Total Other Financing Sources (Uses)</b>			<b>\$ -</b>		
Fund Balance - Beginning			2,464,406		
<b>Fund Balance - Ending</b>			<b>\$ 4,539,601</b>		

**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**

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

# 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.
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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

1 **MINUTES OF MEETING**

2 **GRAND HAVEN**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Workshop Meeting of the Board of Supervisors of the Grand Haven Community Development  
5 District was held on Thursday, February 1, 2024 at 9:01 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 <i>(via phone)</i>	Board Supervisor, Vice Chairman
12 Dr. Merrill Stass-Isern	Board Supervisor, Assistant Secretary
13 Michael Debitetto	Board Supervisor, Assistant Secretary
14 Nancy Crouch	Board Supervisor, Assistant Secretary

15 Also present were:

16 David McInnes	District Manager, Vesta District Services
17 Barry Kloptosky	Operations Manager
18 Vanessa Stepniak	Operations Supervisor
19 John Lucansky	Amenity Manager

20 *The following is a summary of the discussions and actions taken at the February 1, 2024 Grand Haven*  
21 *CDD Board of Supervisors Workshop Meeting.*

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

23 The Pledge of Allegiance was recited.

24 **THIRD ORDER OF BUSINESS – Audience Comments – (limited up to 3 minutes per individual for**  
25 *agenda items)*

26 An audience member commented on the effects of Village Center events on parking, and observed  
27 rules violations including vehicles parking by yellow curbing and double parking. The audience  
28 member expressed concerns about these violations possibly resulting in safety hazards.

29 An audience member expressed some concerns about aging infrastructure throughout Grand Haven  
30 and its implications on the future of the CDD. The audience member recalled major issues that the  
31 Board had needed to deal with in the 2000s, particularly issues related to water leaks and electrical  
32 infrastructure issues.

33 **FOURTH ORDER OF BUSINESS – Exhibit 1: Presentation of Proof of Publication(s)**

34 **FIFTH ORDER OF BUSINESS – Discussion Topics**

35 A. Parking – Village Center Proposals

36 Mr. McInnes noted that five different ideas for parking at the Village Center had previously been  
37 requested for consideration at the last meeting.

38 1. Exhibit 2: North Parking Lot Concept – *Previously Selected by Board*

39 Some comments were heard expressing concerns about the distance between the proposed  
40 north parking lot and the café.

41 2. South Parking Lot

42 a. Exhibit 3: Concept 1

43 b. Exhibit 4: Concept 2

44 The Board discussed the South Parking Lot concepts and how the wetland buffer area and  
45 mitigation map details may affect expansion plans. Comments were made recalling that  
46 original concepts for South parking had been rejected due to anticipated difficulties in  
47 attempting to acquire a permit. A staff member indicated that the St. Johns River Water  
48 Management District may reject proposed concepts that could interfere with the natural  
49 course of drainage through wetland areas, and stated that the impervious surface created  
50 by a parking lot concept may result in this.

51 3. Exhibit 5: Conversion of Old Croquet Court

52 The Board requested for the Operations Manager to get an updated idea of the cost of  
53 croquet court conversion.

54 4. Exhibit 6: Supervisor Debitetto's Proposal for South Parking Lot

55 Some concerns were raised regarding modified DRMP drawings being submitted to an  
56 agenda, despite the modifications being made outside the purview of DRMP. Mr. McInnes  
57 stated that the Board should not move forward with drawings that had been modified by  
58 other parties due to likely ADA compliance issues.

59 Mr. Debitetto suggested that an unused basketball court serve as an additional parking area  
60 in order to save some funds on costs that would be associated with refinishing the surface.  
61 Mr. Debitetto noted that he had consulted with a local contractor to assess whether the  
62 design was feasible and worth pursuing, and estimated that the proposal would create 45  
63 to 49 spots at a roughly estimated cost of \$250,000 to \$300,000. The Board discussed prices  
64 per parking space for each of the proposals, as well as how parking lot concepts may be  
65 able to accommodate for additional amenity expansions.

66 5. Exhibit 7: Parking Data from Amenity Manager

67 This exhibit was not discussed by the Board.

68 *(The Board recessed the meeting at 12:02 p.m. and reconvened at 12:13 p.m.)*

69 B. Evaluation Criteria for Upcoming Amenity Discussion

70 Dr. Merrill commented on materials that had been provided for comparing Grand Haven with other  
71 communities and features, indicating that there were not enough relevant statistics and comparable  
72 numbers to make a fair comparison. Mr. Foley commented in support of finding communities  
73 specifically with similar amenities and charges.

74 The Board discussed location and hours of availability for a new recreation center, consideration  
75 of special accessibility and/or equipment requirements, and general cost of maintenance for sports  
76 courts. The Board and Mr. McInnes also discussed organizing a workshop to gather information  
77 on amenities for the Grand Haven community, setting a March deadline for presentations and Q&A  
78 sessions for each resident group to provide their perspectives and communicate their needs.

79 C. Exhibit 8: Legacy Program

80 The Board discussed the criteria for evaluating grant proposals, and Mr. Debitetto suggested that  
81 Grand Haven could establish a charitable endowment to support community members and promote  
82 social equity and inclusion. Mr. McInnes discussed details regarding grants and accounting  
83 budgets, and comments were heard from the Board regarding the independent nature of a proposed  
84 legacy program foundation.

85 D. Hog Situation Update

86 Ms. Crouch noted that all counties in the state had reported issues with hogs, and provided  
87 information on their population rate of growth and hazards they presented to public health through  
88 spreading diseases and causing damage to crops, livestock, and property.

89 The Board discussed trapping activities, with some comments being made observing current  
90 practices of having multiple people carry live hogs to their trapping truck with no clear answer as  
91 to their relocation, as well as activity sometimes occurring in close proximity to residential  
92 property. Additional comments were heard regarding a perceived lack of response from trappers  
93 and the cost that their services worked out to per resident. The Board discussed whether there was  
94 any work that in-house staff could handle as part of addressing the hog situation, and comments  
95 were made on CDD liability concerns, as well as insurance and licensing that may be required.  
96 Following further discussion regarding physical barriers for hogs, Mr. Polizzi suggested consulting  
97 with Mr. Kloptosky prior to pursuing the in-house staff ideas further. The Board additionally  
98 discussed acquiring a proposal for surveying boundaries of Grand Haven, as part of the topic of  
99 potentially placing barriers. Ms. Crouch suggested that state funding could be sought out to aid in  
100 constructing and installing appropriate barriers. Comments were made noting that various  
101 organizations including the Home Builders Association and the Flagler County Realtors  
102 Association could be sought out for additional involvement.

103 E. FY 2025 Budget – Continued

104 1. Exhibit 9: Operations & Maintenance

105 Suggestions were heard from the Board concerning increasing the level of funds going into  
106 the CDD's disaster fund. Additional comments were made regarding the 7% growth figure  
107 estimated for the Fiscal Year 2025 budget, and whether this would be sufficient for  
108 operations & maintenance for the next fiscal year and as the 10-year plan would progress.  
109 Mr. Foley and Mr. Polizzi made suggestions for updating operating and capital budgets  
110 annually to ensure accuracy and alignment with the 10-year plan, and adjusting as  
111 necessary.

112 2. Exhibit 10: Capital Projects

113 Comments were heard from the CDD Board regarding an increasing amount of work  
114 transitioning from contractors to in-house staff, citing cost savings and efficiency.  
115 Discussion ensued regarding the reserve study information.

116 **SIXTH ORDER OF BUSINESS – Audience Comments – (limited up to 3 minutes per individual for**  
117 **agenda items)**

118 No comments were heard from the audience.

119 **SEVENTH ORDER OF BUSINESS – Next Meeting Quorum Check: February 15, 9:00 AM**

120 All members of the Board stated that they would be able to attend the February 15 meeting in  
121 person, which would constitute a quorum.

122 **EIGHTH ORDER OF BUSINESS – Action Items Review**

123 The action items were recorded as follows:

- 124 • The Operations Manager will obtain an updated idea of the cost of converting the old croquet court  
125 into a parking lot, and report back for the February 15 regular meeting.
- 126 • The Operations Manager will conduct a review of the area around the Village Center for possible  
127 amenity expansion for discussion at the February 15 regular meeting.

- 128       • The Operations Manager will obtain a proposal for surveying the boundaries for all of Grand  
129       Haven.
- 130       • The Operations Manager will contact District Counsel to determine if the existing staff can be used  
131       to take out hogs, and whether crossbows could be utilized. The Operations Manager will provide  
132       the District Manager a memorandum on the outcome of the discussion for distribution to the Board.
- 133       • The District Manager will send the Board an email reminder to submit comments regarding the FY  
134       2025 budget.

135       **NINTH ORDER OF BUSINESS – Adjournment**

136             The Board adjourned the meeting, at 1:54 p.m., for the Grand Haven Community Development  
137             District.

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

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

143

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

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

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

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

144   **Title:**    **Secretary**    **Assistant Secretary**

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

# EXHIBIT 11

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, February 15, 2024 at 9:05 a.m. in the Grand Haven Room, at the Grand  
6 Haven 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 Lea Stokes	Vesta Property Services
19 Scott Clark	District Counsel
20 Vanessa Stepniak	Operations Supervisor
21 John Lucansky	Amenity Manager
22 Louise Leister	Arborist

23  
24 *The following is a summary of the discussions and actions taken at the February 15, 2024 Grand Haven*  
25 *CDD Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records*  
26 *request.*

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

28 The Pledge of Allegiance was recited.

29 **THIRD ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for non-**  
30 **agenda items)**

31 An audience member commented on the importance of strong communication and collaboration,  
32 and thanked the Board for improvements to the sound system and visual projection at the meetings.

33 Two audience members voiced opposition to the proposed parking structure by the Village Center.

34 **FOURTH ORDER OF BUSINESS – Exhibit 1: Presentation of Proof of Publication(s)**

35 **FIFTH ORDER OF BUSINESS – Staff Reports**

36 A. District Engineer: David Sowell

37 The District Engineer was not present.

38 B. Exhibit 2: Amenity Manager: John Lucansky

39 Mr. Lucansky and the Board discussed the ongoing matter concerning tennis instructors on CDD  
40 property, as well as communications with the tennis committee.

41 C. Operations Manager: Barry Kloptosky

42 Mr. McInnes noted that Ms. Stepniak would be speaking in lieu of Mr. Kloptosky.



- 43 1. Exhibit 3: Presentation of Capital Project Plan Tracker  
44 There were no questions on the tracker.  
45 2. Exhibit 4: Monthly Report  
46 3. Discussion of Updated Cost of Croquet Court Conversion to Parking Lot/Review of Area  
47 Around Village Center for Possible Amenity Expansion

48 Ms. Stepniak stated that the price in the contractor's proposal came out to \$135,751.50,  
49 and provided the scope of work, noting that this figure did not include engineering  
50 drawings or landscape. Mr. Foley recalled that the engineer had been tasked with looking  
51 into alternatives for the area a few years back, and that one of the proposals had been for  
52 the conversion of the court into a parking area due to parking issues particularly during  
53 events. A Supervisor commented on possible other options to putting in parking at this  
54 area, including looking into parking at a different location across the street. Comments  
55 were heard from the Board expressing general discomfort regarding the conversion plan,  
56 as well as a desire to gather input from the community to inform a decision.

57 Following discussion, the Board opted to table discussion of parking lot conversion until  
58 after further discussion and a workshop meeting on amenity expansion in general occurred.

59 D. Exhibit 5: District Counsel: Scott Clark

60 Mr. Clark noted that evidence was being developed regarding the tree destruction which had  
61 occurred by the condominiums. Mr. Clark additionally noted that the RFP for café renovation and  
62 expansion had been published on February 1, and responses from companies could come in in time  
63 for consideration at the March meeting, additionally giving an overview of evaluation criteria for  
64 the Board. Additional discussion ensued regarding potential rule amendments and providing notice  
65 for a public hearing. Some comments were heard from Board members regarding the starting time  
66 of given suspensions, and Mr. McInnes explained the CDD's policies and the process for issuing  
67 letters and communications with residents. The Board opted to schedule a public hearing to occur  
68 at the April 18 meeting.

69 E. District Manager: David McInnes

- 70 1. Exhibit 6: Meeting Matrix  
71 2. Exhibit 7: Action Item Report  
72 No comments were heard on the action item report.  
73 3. Incident Report Regarding Resident

74 Mr. McInnes provided a summary of an incident involving a resident that had occurred in  
75 the Village Center with the resident using an obscene gesture, and noted that this would be  
76 counted as the resident's first offense. The Board agreed to issue a warning letter to the  
77 resident per the current policies.

78 **SIXTH ORDER OF BUSINESS – Consent Agenda Items**

- 79 A. Exhibit 8: Consideration for Acceptance – The January 2024 Unaudited Financial Report  
80 B. Exhibit 9: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting  
81 Held January 4, 2024

82 On a MOTION by Dr. Merrill, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board approved  
83 all items of the Consent Agenda for the Grand Haven Community Development District.

85 **SEVENTH ORDER OF BUSINESS – Business Items**

86 A. Exhibit 10: Presentation & Consideration of Hog Fact Finding Group Memo/Agreement

87 Ms. Crouch stated that the hog issue was a single agenda item that would be considered by the  
88 Board of County Commissioners and mentioned her efforts in reaching out to surrounding  
89 communities, the Flagler County Association of Realtors, and the Homebuilders Association to  
90 send individuals to provide comment and support for taking action.

91 Mr. Clark noted that a motion would be needed if the Board wished to move forward with the  
92 formation of a feral hog fact finding group.

93 Dr. Merrill made a motion, seconded by Ms. Crouch, to approve the formation of a Feral Hog Fact  
94 Finding Group, consistent with the memorandum presented under Exhibit 10.

95 During discussion of the motion, Mr. Polizzi stated that he had no specific objections with the  
96 document itself, but noted that a working group would need to be led by a Supervisor which would  
97 need to be established. Mr. McInnes confirmed that this Supervisor would be Ms. Crouch, as  
98 previously designated. Additional discussion among the Board and District staff ensued regarding  
99 hog trapper activity, as well as the limitations within which the CDD was able to take action against  
100 hogs.

101 On a MOTION by Dr. Merrill, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board approved  
102 the formation of a Feral Hog Fact Finding Group, consistent with the memorandum, for the Grand Haven  
103 Community Development District.

104 **EIGHTH ORDER OF BUSINESS – Discussion Items**

105 A. Exhibit 11: Ponds & Pond Banks

106 Ms. Leister stated that she had put together a pond map and provided some background on a  
107 program that had been coordinated with a UF graduate program in the early 2000s which had found  
108 that soil and water conditions in the community were very alkaline. Ms. Leister noted that a set of  
109 best management practices had been drafted, which she presented to the Board. Ms. Leister also  
110 suggested that homeowners should be educated on the typical ebb and flow of pond conditions,  
111 particularly during the spring when algae blooms could be common with the amount of rainfall.  
112 Ms. Leister and the Board discussed methods of outreach, with Ms. Leister noting some difficulties  
113 with waterways being a relatively unpopular environmental topic for workshop and info session  
114 attendance in her experience working with UF. Suggestions were made to include guidance for  
115 pond maintenance in regularly occurring reminders distributed to residents. Mr. McInnes, Mr.  
116 Clark, and the Board discussed consulting with other District Managers and CDDs in the area for  
117 methods in addressing pond bank issues.

118 *(The Board recessed the meeting at 11:35 a.m. and reconvened at 11:43 a.m.)*

119 B. Safety & Security Objectives

120 Mr. Polizzi noted that he had begun working with Ms. Stepniak following the relayed feedback  
121 from Supervisors regarding the extent to look into safety and security, and that he wished to come  
122 together as a Board to have an overall framework for security needs with what to prioritize, while  
123 still being sensitive to current operations and staff availability. Mr. Foley noted the breadth of the  
124 topic of security, suggesting that this should be narrowed down to a small number of items to focus  
125 on more productively.

126 C. Update on Negotiations with Tennis Instructor

127 Mr. Lucansky and the Board discussed ideas from the tennis instructor regarding possible pay-to-  
128 play sanctioned tennis tournaments, for singles and/or mixed doubles play. Comments were heard

129 regarding scheduling with the league, and bringing information back to the tennis committee for  
130 input.

131 D. Identification Checking Process for Amenities

132 Mr. Lucansky explained that current policy dictated that specifically house guests and daily guests  
133 must present their ID cards for guest passes when requested by staff at any facility, and must sign  
134 in to indicate amenity usage. Mr. Lucansky asked the Board for input in situations where residents  
135 failed to provide their ID cards. Comments were heard regarding the option for providing photo  
136 verification via residents' phones, as well as generally tightening up leeway on policy enforcement.

137 E. FY 2025 Draft Budget

138 Mr. McInnes stated that the current plans for the next workshop meeting would involve a more in-  
139 depth line-by-line review of the budget.

- 140 1. Exhibit 12: Operations & Maintenance
- 141 2. Exhibit 13: Capital Projects

142 F. Update on Communications Fact-Finding Group

143 Dr. Merrill stated that the new website was being launched, and walked the Board through the  
144 layout and contents.

145 **NINTH ORDER OF BUSINESS – Supervisors' Requests**

146 Ms. Crouch noted that she was aware of some confusion from croquet players regarding croquet  
147 not being listed under amenities. Ms. Crouch stated that her understanding was that this was not  
148 under Vesta's contract but rather associated with the landscape maintenance contract, but  
149 suggestions were made for renaming the budget line item to alleviate confusion.

150 Mr. Debitetto and the Board discussed possible locations for a plaque to commemorate individual  
151 names and winners for bocce.

152 Mr. Foley expressed concerns with dogs off their leashes and running around freely at the gazebo  
153 area, which he stated was against city ordinance. Mr. Foley additionally suggested gathering input  
154 from Ms. Leister regarding any needs and possible enhancements to landscaping throughout the  
155 community beyond the normal budgeted items, as part of the amenity enhancement discussion.

156 **TENTH ORDER OF BUSINESS – Action Item Summary**

157 The action items were as follows:

- 158 • The District Manager will send the District Counsel a form on the Café points.
- 159 • The District Manager will consult with other District Managers of surrounding communities to  
160 determine their methods for handling their CDD's pond bank issues.
- 161 • The District Counsel will review pond bank issues with other communities.
- 162 • The Operations Manager will remind the residents of Grand Haven of maintenance guidelines for  
163 ponds on a quarterly basis.
- 164 • The Operations Manager, District Counsel, and Ms. Leister will provide a list of options for the  
165 Board to consider for pond bank issues, with Supervisors to send in comments to the District  
166 Manager to relay to Ms. Leister.

167 Prior to adjournment, Mr. McInnes provided a summary of areas where the Board had deviated  
168 from the allotted time suggested for each agenda item, noting that discussions had run for a  
169 minimum of three to four minutes under the allotted time, and for a maximum of about an hour  
170 over the allotted time. Discussion ensued regarding minimizing extra discussion.

- 171 **ELEVENTH ORDER OF BUSINESS – Meeting Matrix Summary**
- 172 **TWELFTH ORDER OF BUSINESS – Adjournment**

173 On a MOTION by Dr. Merrill, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board adjourned  
174 the meeting at 2:05 p.m. for the Grand Haven Community Development District.

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

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

180  
181

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

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

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

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

182 **Title:**     **Secretary**     **Assistant Secretary**

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

# EXHIBIT 12



# 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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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



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

- 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](#).

<sup>1</sup> 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](https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D)



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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- 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.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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- 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);



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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- 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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## 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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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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 13



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.

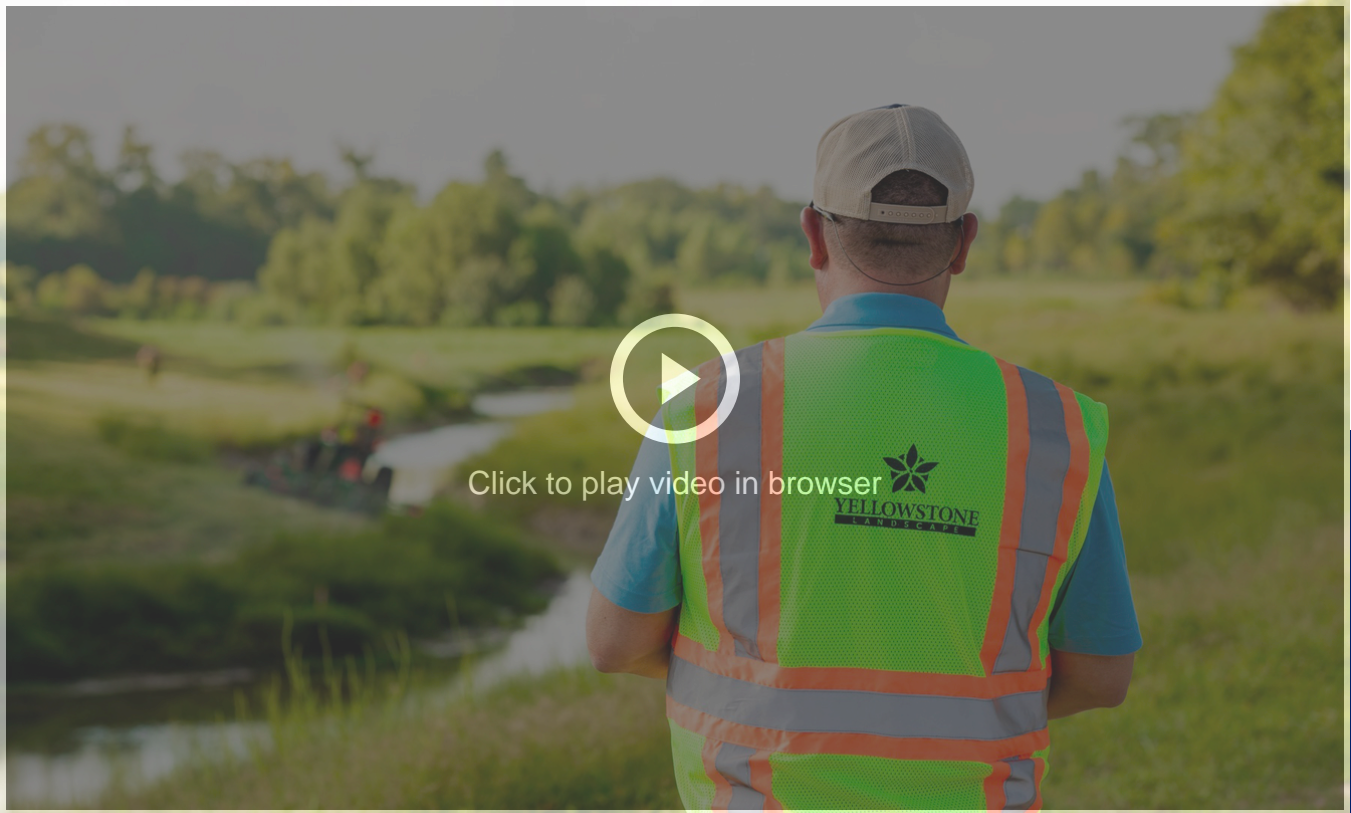
If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

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

[jdistler@yellowstonelandscape.com](mailto: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

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:



## **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](mailto: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](mailto: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](mailto:lgallagher@rizzetta.com)

# YOUR INVESTMENT - 2024

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

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

# YOUR INVESTMENT - 2025

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

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

# YOUR INVESTMENT - 2026

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

<b>2026 ANNUAL GRAND TOTAL</b>	<b>\$79,695.00</b>
<b>2026 MONTHLY GRAND TOTAL</b>	<b>\$6,641.25</b>

# 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.



**YELLOWSTONE**  
LANDSCAPE

*Excellence*  
IN COMMERCIAL LANDSCAPING

**THANK YOU FOR YOUR TRUST**

We look forward to working with you!

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# EXHIBIT 14

	FY 2022 ACTUAL	FY 2023 ACTUAL	FY 2024 ADOPTED	10/1/2023-12/31/23	10/1/2023-3/31/2024	FY 2025 PROJECTED	PERCENTAGE CHANGE BETWEEN FY 2024 AND FY 2025
<b>REVENUES</b>							
<b>Assessments Levied (net of allowable discounts):</b>							
Assessment Levy - General Fund	\$ 3,595,685	\$ 3,761,135	\$ 4,019,578	\$ 3,548,167		\$ 4,321,316	7.51%
Assessment Levy - Infrastructure Reinvestment	\$ -	\$ -	\$ -	\$ -		\$ -	
Assessment Levy - Escalante Fund (Statement 2)	\$ 8,281	\$ -	\$ -	\$ -		\$ -	
On Roll Excess Fees	\$ 11,359	\$ 17,611	\$ -	\$ -		\$ -	
<b>Additional Revenues:</b>							
Fund Balance Forward		\$ -	\$ 108,535	\$ -		\$ 74,207	-31.63%
Reuse water	\$ 84,047	\$ 20,271	\$ 23,000	\$ 4,955		\$ 23,000	0.00%
Gate & amenity guest	\$ 17,548	\$ 11,167	\$ 9,000	\$ 2,172		\$ 9,000	0.00%
Tennis	\$ 340	\$ 1,275	\$ 500	\$ 131		\$ 500	0.00%
Room rentals & Rec. Center Use Fee	\$ 3,443	\$ 11,750	\$ 2,000	\$ 400		\$ 2,000	0.00%
Interest - investments	\$ 15,126	\$ 32,422	\$ 20,000	\$ 17,355		\$ 30,000	50.00%
Miscellaneous		\$ 1,625		\$ 1,022			
Amenity activity share			\$ -	\$ -		\$ -	
Insurance proceeds			\$ -	\$ -		\$ -	
Grant			\$ -	\$ -		\$ -	
Settlements			\$ -	\$ -		\$ -	
State reimbursement - Hurricane			\$ -	\$ -		\$ -	
<b>TOTAL REVENUES</b>	<b>\$ 3,735,829</b>	<b>\$ 3,857,256</b>	<b>\$ 4,182,613</b>	<b>\$ 3,574,202</b>		<b>\$ 4,460,023</b>	<b>6.63%</b>

	FY 2022 ACTUAL	FY 2023 ACTUAL	FY 2024 ADOPTED	10/1/2023-12/31/23		FY 2025 PROJECTED	PERCENTAGE CHANGE BETWEEN FY 2024 AND FY 2025
<b>EXPENDITURES</b>							
<b>ADMINISTRATIVE</b>							
Supervisors - regular meetings	\$ 12,000	\$ 8,800	\$ 12,000	\$ 2,400		\$ 12,000	0.00%
Supervisor - workshops	\$ 9,800	\$ 7,600	\$ 9,000	\$ 800		\$ 9,000	0.00%
District Management Services							
District management	\$ 42,919	\$ 42,924	\$ 41,508	\$ 10,683		\$ 44,413	7.00%
Administrative	\$ 9,533	\$ 10,712	\$ 11,033	\$ 2,758		\$ 11,806	7.00%
Accounting	\$ 19,685	\$ 22,119	\$ 22,783	\$ 5,696		\$ 24,378	7.00%
Assessment roll preparation	\$ 8,663	\$ 9,734	\$ 10,026	\$ 2,507		\$ 10,727	7.00%
Disclosure report	\$ -	\$ -	\$ -	\$ -		\$ -	
Arbitrage rebate calculation	\$ -	\$ -	\$ -	\$ -		\$ -	
Office supplies	\$ 4,139	\$ -	\$ 1,103	\$ -		\$ 1,180	7.00%
Postage	\$ 1,644	\$ 5,909	\$ 3,308	\$ -		\$ 3,539	7.00%
Trustee	\$ -	\$ -	\$ -	\$ 502		\$ -	
Audit	\$ -	\$ 6,800	\$ 4,950	\$ -		\$ 5,297	7.00%

Legal - general counsel	\$ 98,645	\$ 118,423	\$ 106,605	\$ 33,299	\$ 114,067	7.00%
Engineering	\$ 47,642	\$ 39,879	\$ 40,000	\$ 5,839	\$ 42,800	7.00%
Engineering: Stormwater Analysis Report (5 Year Intervals)	\$ -	\$ -	\$ -	\$ -	\$ -	
Legal advertising	\$ 4,877	\$ 2,681	\$ 5,733	\$ 435	\$ 6,134	7.00%
Bank fees	\$ 1,485	\$ 1,515	\$ 1,654	\$ 515	\$ 1,770	7.00%
Dues & licenses	\$ 175	\$ 175	\$ 193	\$ 175	\$ 206	7.00%
Property taxes	\$ 2,087	\$ 2,563	\$ 2,646	\$ 2,496	\$ 2,831	7.00%
Tax collector	\$ -	\$ -	\$ -	\$ -	\$ -	
Contingencies & Administrative-Other	\$ 946	\$ 3,437	\$ -	\$ -	\$ -	
<b>TOTAL ADMINISTRATIVE</b>	<b>\$ 264,240</b>	<b>\$ 283,271</b>	<b>\$ 272,540</b>	<b>\$ 68,105</b>	<b>\$ 290,148</b>	<b>6.46%</b>

	FY 2022 ACTUAL	FY 2023 ACTUAL	FY 2024 ADOPTED	10/1/2023-12/31/23		FY 2025 PROJECTED	PERCENTAGE CHANGE BETWEEN FY 2024 AND FY 2025
<b>INFORMATION AND TECHNOLOGY</b>							
IT support	\$ 38,493	\$ 33,542	\$ 30,244	\$ 7,497		\$ 35,890	18.67%
Village Center and Creekside telephone & fax	\$ 6,892	\$ 6,860	\$ 7,423	\$ 1,252		\$ 7,906	6.50%
Cable/internet-village center/creekside	\$ 12,986	\$ 16,110	\$ 13,500	\$ 2,798		\$ 14,445	7.00%
Wi-Fi for gates/Hot Spots	\$ 1,528	\$ -	\$ 5,396	\$ -		\$ 30,745	469.81%
Landlines/hot spots for gates and cameras	\$ 6,908	\$ 27,697	\$ 29,106	\$ 6,390		\$ -	-100.00%
Cell phones	\$ 7,815	\$ 5,885	\$ 8,028	\$ 1,047		\$ 8,390	4.50%
Website hosting & development	\$ 1,965	\$ 2,079	\$ 1,670	\$ 493		\$ 1,787	7.00%
ADA website compliance	\$ 210	\$ 220	\$ 232	\$ 210		\$ 248	7.00%
Communications: e-blast	\$ 419	\$ 336	\$ 551	\$ 104		\$ 590	7.00%
<b>TOTAL INFORMATION AND TECHNOLOGY</b>	<b>\$ 77,216</b>	<b>\$ 92,729</b>	<b>\$ 96,150</b>	<b>\$ 19,791</b>		<b>\$ 100,000</b>	<b>4.00%</b>

3/7/2024 Workshop: Combined

	FY 2022 ACTUAL	FY 2023 ACTUAL	FY 2024 ADOPTED	10/1/2023-12/31/23		FY 2025 PROJECTED	PERCENTAGE CHANGE BETWEEN FY 2024 AND FY 2025
<b>INSURANCE</b>							
Insurance: general liability & public officials	\$ 11,935	\$ 110,628	\$ 131,034	\$ 150,395		\$ 195,514	49.21%
Insurance: property	\$ 76,613	\$ -	\$ -			\$ -	
Insurance: auto general liability	\$ 3,153	\$ -	\$ -			\$ -	
Flood insurance	\$ -	\$ -	\$ -			\$ -	
<b>TOTAL INSURANCE</b>	<b>\$ 91,701</b>	<b>\$ 110,628</b>	<b>\$ 131,034</b>	<b>\$ 150,395</b>		<b>\$ 195,514</b>	<b>49.21%</b>

	FY 2022 ACTUAL	FY 2023 ACTUAL	FY 2024 ADOPTED	10/1/2023-12/31/23		FY 2025 PROJECTED	PERCENTAGE CHANGE BETWEEN FY 2024 AND FY 2025
<b>UTILITIES</b>							
Electric							
Electric services - #12316, 85596, 65378	\$ 16,834	\$ 8,126	\$ 6,399	\$ 1,680		\$ 8,939	39.70%
Electric- Village Center - #18308	\$ 23,183	\$ 37,925	\$ 38,761	\$ 6,844		\$ 41,718	7.63%
Electric - Creekside - #87064, 70333	\$ 23,780	\$ 27,204	\$ 26,456	\$ 3,373		\$ 29,924	13.11%
Street lights	\$ 23,410	\$ 27,552	\$ 24,610	\$ 7,034		\$ 30,307	23.15%

Propane - spas/café	\$ 36,020	\$ 30,473	\$ 44,762	\$ 3,496	\$ 32,911	-26.48%
Garbage - amenity facilities	\$ 10,971	\$ 14,188	\$ 16,758	\$ 3,697	\$ 17,931	7.00%
Water/sewer						
Water services	\$ 130,819	\$ 144,518	\$ 135,000	\$ 31,832	\$ 151,744	12.40%
Water - Village Center - #324043-44997	\$ 11,882	\$ 19,796	\$ 14,884	\$ 4,117	\$ 21,776	46.30%
Water - Creekside - #324043-45080	\$ 6,693	\$ 8,434	\$ 8,048	\$ 2,319	\$ 9,277	15.27%
Pump house shared facility	\$ 4,362	\$ 1,996	\$ 17,089	\$ 1,485	\$ 5,473	-67.97%
<b>TOTAL UTILITIES</b>	<b>\$ 287,954</b>	<b>\$ 320,212</b>	<b>\$ 332,765</b>	<b>\$ 65,877</b>	<b>\$ 350,000</b>	<b>5.18%</b>

	FY 2022 ACTUAL	FY 2023 ACTUAL	FY 2024 ADOPTED	10/1/2023-12/31/23	FY 2025 PROJECTED	PERCENTAGE CHANGE BETWEEN FY 2024 AND FY 2025
<b>FIELD OPERATIONS</b>						
Stormwater system						
Aquatic contract	\$ 55,832	\$ 54,093	\$ 60,000	\$ 13,929	\$ 63,600	6.00%
Aquatic contract: lake watch	\$ 4,388	\$ 4,628	\$ 5,000	\$ 795	\$ 5,350	7.00%
Aquatic contract: aeration maintenance	\$ 1,617	\$ 1,289	\$ 4,410	\$ 1,042	\$ 4,719	7.00%
Lake bank spraying	\$ -	\$ -	\$ 6,756	\$ -	\$ 7,161	6.00%
Stormwater system repairs & maintenance	\$ 2,760	\$ -	\$ 16,538	\$ -	\$ 17,199	4.00%
Property maintenance						
Horticultural consultant	\$ 9,600	\$ 9,600	\$ 10,584	\$ 2,400	\$ 11,325	7.00%
Landscape enhancement	\$ -	\$ -	\$ -	\$ -	\$ -	
Landscape repairs & replacement	\$ 28,754	\$ 42,858	\$ 22,050	\$ 39,548	\$ 47,144	113.80%
Landscape maintenance contract services (FY 2025: First Year of Contract)--VerdeGo	\$ 585,814	\$ 638,537	\$ 696,000	\$ 106,423	\$ 697,155	0.17%
Landscape maintenance: Yellowstone	\$ 49,611	\$ 54,128	\$ 61,196	\$ 68,211	\$ 72,450	18.39%
Tree maintenance (Oak tree pruning)	\$ 36,800	\$ 44,800	\$ 39,690	\$ 9,600	\$ 49,280	24.16%
Optional flower rotation	\$ 23,127	\$ -	\$ 25,000	\$ -	\$ 25,000	0.00%
Irrigation repairs & replacement	\$ 16,797	\$ 33,749	\$ 42,000	\$ 5,481	\$ 40,000	-4.76%
Roads & bridges repairs	\$ 14,077	\$ 8,351	\$ 16,538	\$ -	\$ -	-100.00%
Sidewalk repairs & replacement	\$ -	\$ 1,063	\$ -	\$ -	\$ -	
Street light maintenance (including but not limited to Photocell, globe, and bulb replacement)	\$ 2,507	\$ 9,172	\$ 5,000	\$ 3,476	\$ 10,089	101.78%
Vehicle repairs & maintenance	\$ 9,129	\$ 15,505	\$ 10,000	\$ 13,503	\$ 17,056	70.56%
Office supplies: field operations	\$ 12,087	\$ 14,240	\$ 15,435	\$ 5,350	\$ 16,515	7.00%
Holiday lights	\$ 3,568	\$ 6,911	\$ 9,923	\$ 3,409	\$ 10,617	7.00%
CERT operations	\$ 333	\$ 496	\$ 500	\$ -	\$ 500	0.00%
Community maintenance	\$ 79,992	\$ 93,560	\$ 145,000	\$ 29,381	\$ 153,700	6.00%
Storm clean-up/Hurricane Clean up	\$ 447	\$ 158,810	\$ 28,665	\$ -	\$ 30,672	7.00%
Miscellaneous contingency	\$ 4,963	\$ 12,640	\$ -	\$ -	\$ -	
<b>TOTAL FIELD OPERATIONS</b>	<b>\$ 942,203</b>	<b>\$ 1,204,430</b>	<b>\$ 1,220,284</b>	<b>\$ 302,548</b>	<b>\$ 1,279,532</b>	<b>4.86%</b>



	FY 2022 ACTUAL	FY 2023 ACTUAL	FY 2024 ADOPTED	10/1/2023- 12/31/23		FY 2025 PROJECTED	PERCENTAGE CHANGE BETWEEN FY 2024 AND FY 2025
<b>STAFF SUPPORT</b>							
Payroll	\$ 511,895	\$ 604,676	\$ 700,000	\$ 171,407		\$ 742,000	6.00%
Merit pay/bonus	\$ 6,029	\$ 24,945	\$ 45,000	\$ 20,201		\$ 45,000	0.00%
Payroll taxes	\$ 38,851	\$ 49,534	\$ 50,000	\$ 14,828		\$ 53,000	6.00%
Health insurance	\$ 84,233	\$ 98,413	\$ 128,260	\$ 29,324		\$ 137,238	7.00%
Insurance: workers' compensation	\$ 12,055	\$ 12,214	\$ 30,000	\$ 10,561		\$ 20,000	-33.33%
Payroll services	\$ 4,982	\$ 4,238	\$ 6,250	\$ 969		\$ 6,250	0.00%
Mileage reimbursement	\$ 5,614	\$ 9,300	\$ 10,000	\$ 1,914		\$ 8,000	-20.00%
Vehicle Allowance	\$ -	\$ -	\$ -	\$ -		\$ -	
Additional Staffing	\$ -	\$ -	\$ -	\$ -		\$ -	
<b>TOTAL STAFF SUPPORT</b>	<b>\$ 663,659</b>	<b>\$ 803,320</b>	<b>\$ 969,510</b>	<b>\$ 249,204</b>		<b>\$ 1,011,488</b>	<b>4.33%</b>

	FY 2022 ACTUAL	FY 2023 ACTUAL	FY 2024 ADOPTED	10/1/2023- 12/31/23		FY 2025 PROJECTED	PERCENTAGE CHANGE BETWEEN FY 2024 AND FY 2025
<b>AMENITY OPERATIONS</b>							
Amenity Management & Operations (Contract ends FY 2024)	\$ 588,786	\$ 632,226	\$ 628,887	\$ 166,160		\$ 700,000	11.31%
A/C maintenance and service	\$ -	\$ 19,984	\$ 4,300	\$ 2,381		\$ 21,982	411.25%
Fitness equipment service	\$ 1,380	\$ 3,477	\$ 8,269	\$ 805		\$ 3,651	-55.85%
Music licensing	\$ 3,555	\$ 4,020	\$ 4,000	\$ 1,861		\$ 4,280	7.00%
Pool/spa permits	\$ 875	\$ 877	\$ 965	\$ -		\$ 1,032	7.00%
Pool chemicals	\$ 14,997	\$ 20,139	\$ 25,440	\$ 5,301		\$ 26,585	4.50%
Pest control	\$ 2,314	\$ 2,489	\$ 4,300	\$ 745		\$ 2,663	-38.06%
Amenity maintenance	\$ 196,980	\$ 155,378	\$ 150,000	\$ 28,994		\$ 157,500	5.00%
Special events	\$ 8,993	\$ 15,503	\$ 11,025	\$ 4,614		\$ 16,278	47.65%
<b>TOTAL AMENITY</b>	<b>\$ 817,880</b>	<b>\$ 854,093</b>	<b>\$ 837,185</b>	<b>\$ 210,861</b>		<b>\$ 933,972</b>	<b>11.56%</b>

	FY 2022 ACTUAL	FY 2023 ACTUAL	FY 2024 ADOPTED	10/1/2023- 12/31/23		FY 2025 PROJECTED	PERCENTAGE CHANGE BETWEEN FY 2024 AND FY 2025
<b>SECURITY</b>							
Gate access control staffing (Year to Year contract)	\$ 207,419	\$ 207,408	\$ 225,323	\$ 56,018		\$ 228,149	1.25%
Additional guards	\$ 2,341	\$ -	\$ 8,820	\$ -		\$ 7,000	-20.63%
Guardhouse facility maintenance	\$ 21,269	\$ 13,971	\$ 25,000	\$ 4,204		\$ 26,750	7.00%
Gate communication devices	\$ 11,784	\$ 9,858	\$ 23,153	\$ 2,253		\$ 11,041	-52.31%
Gate operating supplies	\$ 62,568	\$ 12,339	\$ 35,000	\$ 5,375		\$ 30,000	-14.29%
Fire & security system	\$ 4,841	\$ 6,095	\$ 5,843	\$ 2,311		\$ 7,009	19.95%
<b>TOTAL SECURITY</b>	<b>\$ 310,222</b>	<b>\$ 249,671</b>	<b>\$ 323,139</b>	<b>\$ 70,161</b>		<b>\$ 309,949</b>	<b>-4.08%</b>

<b>TOTAL O&amp;M EXPENDITURES</b>	<b>\$ 3,455,075</b>	<b>\$ 3,918,354</b>	<b>\$ 4,182,607</b>	<b>\$ 1,136,942</b>		<b>\$ 4,470,602</b>	<b>6.89%</b>
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**FUND BALANCES**

Beginning Balance

Excess (deficiency) of revenues over (under) expenditures

Adjustments for Rounding Numbers

Transfer In (Out)

Ending Fund Balance

Nonspendable:

Prepaid Items

Committed:

Disaster

Roads

Future Capital Projects

Assigned:

3 or 2.5 months working capital

Subsequent Year's Expenditures

Unassigned

Ending Balance

	FY 2022 ACTUAL FROM AUDITED	FY 2023 ACTUAL FROM AUDITED	FY 2024 ADOPTED			FY 2025 PROJECTED
Beginning Balance	\$ 3,961,268	\$ 2,525,507	\$ 2,464,406			\$ 2,355,867
	\$ 280,754					
Excess (deficiency) of revenues over (under) expenditures		\$ (61,098)	\$ 6			\$ (10,579)
Adjustments for Rounding Numbers		\$ (3)	\$ (10)			
Transfer In (Out)	\$(1,716,515)		\$ (108,535)			\$ -
Ending Fund Balance	\$ 2,525,507	\$ 2,464,406	\$ 2,355,867			\$ 2,345,288
Nonspendable:						
Prepaid Items						
Committed:						
Disaster	\$ 750,000	\$ 750,000	\$ 776,250			\$ 803,419
Roads	\$ -					
Future Capital Projects	\$ -					
Assigned:						
3 or 2.5 months working capital	\$ 863,769	\$ 945,505	\$ 871,376			\$ 931,375
Subsequent Year's Expenditures	\$ -					
Unassigned	\$ 911,738	\$ 768,901	\$ 708,241			\$ 610,494
Ending Balance	\$ 2,525,507	\$ 2,464,406	\$ 2,355,867			\$ 2,345,288

# EXHIBIT 15

## Grand HavenCDD - Capital Reserve Plan

Fiscal Year 2025

Capital Project Costs			
Location	Item	Asset Description	Total
Annual - Access Control	1	Gate & Gate Operator - Replacement	\$12,763
Annual - Concrete, Curb and Gutter	2	Concrete Curb and Gutter Replacement	\$158,259
Annual - Concrete, Sidewalk Repair	3	Concrete Replacement	\$53,093
Annual - Firewise Projects	4	Firewise Projects	\$55,008
Annual - Road Repairs	5	Road Repairs	\$31,907
Annual - Security Camera System	6	Camera and DVR Replacement	\$11,487
Annual - Site Lighting	7	Light Pole & Fixture - Replacement (estimated 5 poles)	\$32,418
Annual--Pond Bank Reinforcement	468	Pond Bank Erosion Issues	\$38,198
Furniture, Fixtures & Equipment - Creekside Amenity Center	121	Furnishings/Decorating Allowance - Clubhouse ((CAC))	\$23,185
	122	Furniture, Outdoor, Composite Tbl/Chair - (CAC) Croquet	\$10,488
	126	Tiki Bar, Ice Machine - (CAC)	\$6,839
	127	Tiki Bar, Microwave - (CAC)	\$2,094
	130	Tiki Bar, Sink, Hand - (CAC)	\$674
Furniture, Fixtures & Equipment - Miscellaneous Electronics	8	Electronics, Office Technology Allowance - CDD Office	\$19,064
	131	Café, Computer Workstation, Point Of Sale - Cafe Bar (VC)	\$6,956
Furniture, Fixtures & Equipment - Village Center	134	Cafe, Cooler, 3 Door Reach-In - Bar (VC)	\$0
Maintenance Equipment	97	Maint, Pressure Washer	\$8,115
	98	Maint, Utility Vehicle - Kawasaki Mule	\$17,389
	99	Maint, Vehicle, 2022 Ford-F150, 2WD (Additional Fleet Vehicle)	\$41,734
Mechanical and Electrical - Creekside Amenity Center	155	Drinking Fountain, Outdoor - Creekside Amenity Center	\$3,202
Misc Building Components - Creekside Amenity Center	101	Door, Metal Overhead - Tiki Bar (CAC)	\$7,935
	102	Finish, Tile Floor - Clubhouse (CAC) Patio	\$56,275
Misc Building Components - Village Center	157	Café, 2nd Part X Renovation Allowance - (VC)	\$376,764
Misc Site Improvements - Basketball Courts	104	Basketball Court Resurfacing, Asphalt Base - (CAC)	\$7,500
	105	Basketball Court Resurfacing, Asphalt Base - Wild Oaks	\$0
Misc Site Improvements - Croquet Courts	106	Croquet Court, Regrass Allowance - (CAC)	\$55,885
	161	Shelter Fabric, Recover - Croquet (CAC) Large Shelter	\$6,666
	162	Shelter Fabric, Recover - Croquet (CAC) Small Shelter (x4)	\$5,796
Misc Site Improvements - Irrigation, Landscaping, Lakes, Drainage	240	Lake Aerator (Annual)	\$39,056
Misc Site Improvements - Landscape Enhancements, Reinvestment	32	Landscape Enhancements-Annual Reinvestment	\$57,964
Misc Site Improvements - Monument & Entry Feature Refurbishment	164	Refurbishment Allowance - Monument and Mailbox	\$50,081
	166	Refurbishment Allowance - Monument Main Entry	\$11,593
	167	Refurbishment Allowance - Monument South Entry	\$11,593
Misc Site Improvements - Pool Area - Creekside Amenity Center	113	Pool Finish, Exposed Aggregate & Tile Trim	\$77,435
Misc Site Improvements - Signage	34	Street Signs and Poles, Replacement	\$10,000
Misc Site Improvements - Tennis Facility	35	Tennis Court Resurfacing, Clay - (VC) Courts 1-7	\$45,000
Paving	168	Roadway	\$231,855
<b>Grand Total</b>			<b>\$1,584,268</b>

Raised from \$52,072

OS to see if 2 mules are preferred instead

OS is verifying

OS is verifying

OM to verify with DE