



Rizzetta & Company

Greyhawk Landing Community Development District

**Board of Supervisors' Meeting
November 18, 2021**

**District Office:
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
239.936.0913**

www.greyhawkcdd.org

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT**

Greyhawk Landing Clubhouse, 12350 Mulberry Avenue, Bradenton, Florida 34212

Board of Supervisors	Jim Hengel Mark Bush Cheri Ady Scott Jacuk Gregory Perra	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Attorney	Andrew Cohen	Persson, Cohen & Mooney, P.A.
District Engineer	Rick Schappacher	Schappacher Engineering, LLC

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT
District Office · Ft. Myers, Florida · (239) 936-0913
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.greyhawkcdd.org

November 10, 2021

**Board of Supervisors
Greyhawk Landing
Community Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Greyhawk Landing Community Development District will be held on **Wednesday, November 18, 2021 at 6:00 p.m.** at the Greyhawk Landing Clubhouse, located at 12350 Mulberry Avenue, Bradenton, Florida 34212. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**
- 2. AUDIENCE COMMENTS**
- 3. CONTINUED BUSINESS ITEMS**
 - A. Consideration of License Agreement between Greyhawk Landing CDD and Pulte Home Company Re Magnolia Ranch Tab 1
 - B. Sod Installation Update
 - C. Annual Flower Installation Update
- 4. BUSINESS ITEMS**
 - A. Consideration of Proposals for Aquatic Maintenance
 - B. Consideration of Consent to Assignment of the Contract for Professional Amenity Services Tab 2
 - C. Consideration of Consent to Assignment of the Contract for Professional Technology Services..... Tab 3
- 5. STAFF REPORTS & UPDATES**
 - A. Aquatic Maintenance
 - B. Field Manager Tab 4
 - C. Landscape Maintenance
 - D. District Engineer
 1. Consideration of Proposals Received in Response to the RFP for Road Paving Repairs (under separate cover)
 - E. District Counsel
 - F. District Manager Tab 5
 1. Presentation of Action Item List..... Tab 6
- 6. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on October 26, 2021..... Tab 7
- 7. SUPERVISOR REQUESTS**
- 8. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact us at (239) 936-0913.

Respectfully,
Belinda Blandon
Belinda Blandon
District Manager

cc: Andrew Cohen: Persson, Cohen & Mooney, P.A.

Tab 1

Recording Return To:
Andrew H. Cohen, Esq.
Persson, Cohen & Mooney, P.A.
6853 Energy Court
Lakewood Ranch, FL 34240

AGREEMENT

This License Agreement (this “**Agreement**”) is made as of the ____ day of _____, 2021, between GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida (“**Licensor**”), and PULTE HOME COMPANY, LLC, a Michigan limited liability company (“**Pulte**”) for the benefit of Pulte’s Permitted Agents (defined below) (Pulte and Permitted Agents are hereinafter collectively referred to as “**Licensee**”).

Recitals

WHEREAS, Licensor is the owner of certain real property described on Exhibit A, attached hereto (the “**Greyhawk Property**”).

WHEREAS, Pulte is the owner and developer of a residential subdivision described on Exhibit B, located near the Greyhawk Property (“**Magnolia Ranch**”).

WHEREAS, Pulte intends to engage certain contractors and consultants (“**Permitted Agents**”) for the design, maintenance, and installation of landscaping and fence improvements within Magnolia Ranch.

WHEREAS, Licensee desire access over, on, and through the portion of the Greyhawk Property generally depicted on Exhibit C, attached hereto (the “**Landscape Maintenance Route**”) for the purpose of driving and parking commercial vehicles within the Landscape Maintenance Route in connection with the transportation, delivery, and maintenance of the landscaping and fence improvements and all related equipment and materials to and from Magnolia Ranch for the Licensor’s side of the fence improvements (the “**Approved Use**”).

WHEREAS, Licensor hereby grants Licensee a license over, on, and through the Landscape Maintenance Route for the Approved Use.

NOW, THEREFORE, for and in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed as follows:

Agreement

1. Recitals. The Recitals are true and correct and, by this reference, are incorporated into and made a part of this Agreement.
2. License. Licensor hereby grants to Licensee a non-exclusive license to use the Landscape Maintenance Route for the Approved Use (the “**License**”).

3. Term. Unless terminated sooner pursuant to the terms hereof, the term of this Agreement and the License granted herein (the “**Term**”) shall commence on **November 1, 2021** and shall terminate twenty (20) years after the date hereof, and be automatically extended for successive periods of twenty (20) years unless (a) any party is in default of this Agreement and the defaulting party has failed to cure such default during the fifteen (15) day cure period set forth in Section 6 herein, and the non-defaulting party has elected to terminate this Agreement upon written notice to the defaulting party, or (b) applicable laws or governmental regulations have changed such that one or more material provisions of this Agreement are no longer enforceable by Licensor, or (c) Pulte and Licensor have mutually agreed to terminate this Agreement. Upon expiration of the Term (unless extended), or upon early termination hereunder, Licensee shall immediately cease utilization of the Landscape Maintenance Route and the Approved Use.

4. Use and Maintenance. Licensee shall have the right to access and utilize the Landscape Maintenance Route for the Approved Use. Pulte, on behalf of itself and its Permitted Agents, shall comply with all applicable laws, ordinances, regulations, and codes related to the Approved Use of the Landscape Maintenance Route. Any damage or destruction to Licensor’s property in connection with this License shall be promptly repaired at sole cost to the Licensee to its pre-existing condition or better.

5. Indemnification. In exchange for the consideration previously referenced herein, the receipt and sufficiency of which are again acknowledged by Licensee, Licensee (“**Indemnitor**”) hereby agrees to defend with Licensee’s counsel approved by Licensor in Licensor’s reasonable discretion, to hold harmless and indemnify Licensor (“**Indemnitee**”) from any liability for injury, loss, accident or damage to any person or property, and from any claims, actions, proceedings and expenses and costs in connection therewith (including, without limitation, reasonable counsel fees), (i) arising from (a) the omission, fault, willful act, negligence or other misconduct of Licensee, or Licensee’s contractors, licensees, agents, or invitees, or (b) any use made, or matter done, or occurring on the Licensor’s property in connection with this License by Licensee, or Licensee’s contractors, licensees, agents, or invitees, or (ii) resulting from the failure of Licensee to perform or discharge its covenants and obligations under this Agreement.

6. Default. In the event Licensee or Licensor is in default in the performance of any of such parties’ respective obligations under this Agreement, and such default is not cured within fifteen (15) calendar days after written notice thereof, then the non-defaulting party (either Licensee or Licensor, as the case may be) shall have all rights available under the law including but not limited to the following remedies: injunctive relief, damages, and termination of this Agreement. As set forth in Section 3 above, upon the termination of this Agreement, all rights of Licensee hereunder shall terminate.

7. Gate Access. An entrance gate is located on the corner of Greyhawk Boulevard and Upper Manatee River Road (the “**Gate**”). Licensor shall provide a means of entry to Licensee and the homeowners’ association established for Magnolia Ranch (the “**HOA**”) for use of this Gate. The means of entry provided by Licensor (which may include a gate code, clicker, key fob, etc.) shall allow Licensee 24/7 access to the Landscape Maintenance Route. If Licensee’s means of entry through the Gate is changed during the Term of the License, Licensor shall immediately

provide the new code, clicker, key fob, etc. to Licensee and the HOA. Contact information for the HOA will be provided by Pulte to Licensor following the formation of the HOA.

8. Assignment. This Agreement is personal to Licensee and may not be assigned by Licensee without the express written consent of Licensor; provided, however, that Pulte shall be permitted to assign its right, benefits and obligations hereunder to the HOA without Licensor's consent. Subject to the aforementioned restriction on assignment, this Agreement shall be binding upon and inure to the benefit of Licensor, Licensee, and their respective successors and assigns.

9. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Electronic signatures on this Agreement or any amendment of this Agreement shall be valid and enforceable to the same extent as original signatures.

10. Recording. This Agreement shall be recorded in the Official Records of Manatee County, Florida and is intended to run with the land governed.

11. Attorney Fees, Governing Law and Venue. In connection with any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover all of such party's expenses incurred in connection therewith, including reasonable attorney's fees and costs at the trial and appellate levels, at bankruptcy proceedings and proceedings to determine entitlement to and reasonableness of the amount of such fees and costs. The laws of the State of Florida shall govern this Agreement. Any legal action instituted hereunder shall be brought in Manatee County, Florida.

IN WITNESS WHEREOF, Licensor and Licensee have duly executed this Agreement as of the date first set forth above.

Licensor:

GREYHAWK LANDING COMMUNITY
DEVELOPMENT DISTRICT, a community
development district organized under the laws
of the State of Florida

Witnesses:

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____

Pulte:

PULTE HOME COMPANY, LLC, a Michigan limited liability company

Witnesses:

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF MANATEE

ACKNOWLEDGED before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 2021, by _____, as _____ of Greyhawk Landing Community Development District, a community development district organized under the laws of the state of Florida, on behalf of Greyhawk Landing Community Development District, who is personally known to me or has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF MANATEE

ACKNOWLEDGED before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 2021, by _____, as _____ of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of Pulte Home Company, LLC, who is personally known to me or has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF GREYHAWK PROPERTY

Manatee County Parcel ID Numbers 554850909, 554848759, and 554848659.

EXHIBIT "B"

LEGAL DESCRIPTION OF MAGNOLIA RANCH

The East 1/2 of the following described lands:

Commence at the Northeast corner of the Northeast 1/4 of Section 20, Township 34 South, Range 19 East, Manatee County, Florida; thence South 00°09'15" West, a distance of 40.00 feet to the South right-of-way line of Upper Manatee River Road for a Point of Beginning; thence North 89°51'43" West along said South right-of-way line, a distance of 790.08 feet; thence South 00°07'01" West, a distance of 1320.00 feet; thence South 89°51'43" East, a distance of 825.00 feet; thence North 00°07'01" East, a distance of 1320.00 feet to the intersection with said South right-of-way line of Upper Manatee River Road; thence North 89°48'47" West, along said right-of-way, a distance of 34.92 feet to the Point of Beginning. All being and lying in Section 20, Township 34 South, Range 19 East, Manatee County, Florida.

TOGETHER WITH

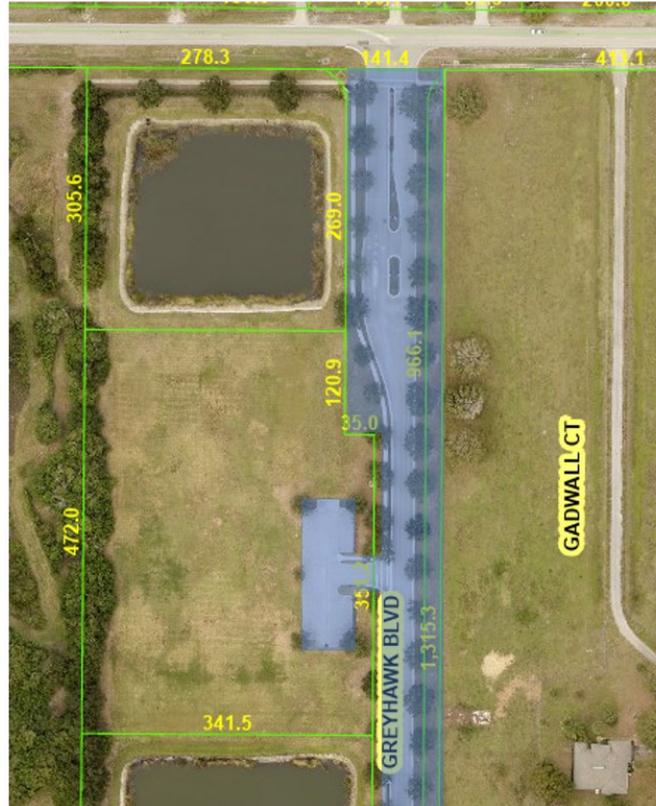
The West 1/2 of the following described lands:

Commence at the Northeast corner of the Northeast 1/4 of Section 20, Township 34 South, Range 19 East, Manatee County, Florida; thence South 00°09'15" West, a distance of 40.00 feet to the South right-of-way line of Upper Manatee River Road for a Point of Beginning; thence North 89°51'43" West along said South right-of-way line, a distance of 790.08 feet; thence South 00°07'01" West, a distance of 1320.00 feet; thence South 89°51'43" East, a distance of 825.00 feet; thence North 00°07'01" East, a distance of 1320.00 feet to the intersection with said South right-of-way line of Upper Manatee River Road; thence North 89°48'47" West, along said right-of-way, a distance of 34.92 feet to the Point of Beginning. All being and lying in Section 20, Township 34 South, Range 19 East, Manatee County, Florida.

EXHIBIT "C"

DEPICTION OF LANDSCAPE MAINTENANCE ROUTE

Portions of Manatee County Parcel ID Numbers 554850909, 554848759, and 554848659, generally depicted within the blue area shown below:



Licensee intends to utilize Parcel ID Number 554850909 for vehicular access to and from Magnolia Ranch, Parcel ID Number 554848759 for turning around in the paved parking lot contained therein, and Parcel ID Number 554848659 for parking within the eastern lane of Greyhawk Boulevard.

Tab 2

**CONSENT TO ASSIGNMENT OF THE
CONTRACT FOR PROFESSIONAL AMENITY SERVICES BY
AND BETWEEN GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT
AND RIZZETTA AMENITY SERVICES, INC. TO
RIZZETTA & COMPANY**

THIS ASSIGNMENT AND AMENDMENT (“Assignment”) is made and entered into this 18th day of November, 2021 by and between, Rizzetta Amenity Services, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“**Assignor**”); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 (“**Assignee**”); and Greyhawk Landing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Manatee County, Florida, whose address is 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 (the “**District**”).

RECITALS

WHEREAS, Assignor and the District previously entered into that certain Contract for Professional Amenity Services, dated September 1, 2021, (the “**Agreement**”); and

WHEREAS, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

WHEREAS, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District, Assignee, and Assignor agree as follows:

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor’s assignment of the Agreement to Assignee.



Rizzetta & Company

3. ASSIGNEE'S ACCEPTANCE OF LIABILITY. Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

4. NOTICES. Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

A. If to the District: Greyhawk Landing Community
Development District
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
Attn: District Manager

With a copy to: Persson, Cohen & Mooney, P.A.
6835 Energy Court
Lakewood Ranch, Florida 34240
Attn: District Counsel

B. If to Assignee: Rizzetta & Company, Inc.
3434 Colwell Ave, Suite 200
Tampa, Florida 33614
Attn: CDD Legal

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

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IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

Greyhawk Landing Community Development District

By: _____
Print Name: _____
Its: Chairman or Vice Chairman

Assignor: Rizzetta Amenity Services, Inc.

By: 
Print Name: William J. Rizzetta
Its: President

Assignee: Rizzetta & Company, Inc.

By: 
Print Name: William J. Rizzetta
Its: President



Rizzetta & Company

Tab 3

**CONSENT TO ASSIGNMENT OF THE
CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES BY
AND BETWEEN GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT
AND RIZZETTA TECHNOLOGY SERVICES, LLC. TO
RIZZETTA & COMPANY**

THIS ASSIGNMENT AND AMENDMENT (“Assignment”) is made and entered into this 18th day of November, 2021 by and between, Rizzetta Technology Services, LLC., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“**Assignor**”); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 (“**Assignee**”); and Greyhawk Landing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Manatee County, Florida, whose address is 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 (the “**District**”).

RECITALS

WHEREAS, Assignor and the District previously entered into that certain Contract for Professional Technology Services, dated August 22, 2019, (the “**Agreement**”); and

WHEREAS, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

WHEREAS, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District, Assignee, and Assignor agree as follows:

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Rizzetta & Company

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Development District
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Fort Myers, Florida 33912
Attn: District Manager

With a copy to: Persson, Cohen & Mooney, P.A.
6835 Energy Court
Lakewood Ranch, Florida 34240
Attn: District Counsel

B. If to Assignee: Rizzetta & Company, Inc.
3434 Colwell Ave, Suite 200
Tampa, Florida 33614
Attn: CDD Legal

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

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IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

Greyhawk Landing Community Development District

By: _____
Print Name: _____
Its: Chairman or Vice Chairman

Assignor: Rizzetta Technology Services, LLC.

By: William J. Rizzetta
Print Name: William J. Rizzetta
Its: President

Assignee: Rizzetta & Company, Inc.

By: William J. Rizzetta
Print Name: William J. Rizzetta
Its: President



Rizzetta & Company

Tab 4

**GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT
FIELD MANAGER MONTHLY REPORT**

Carleen FerroNyalka - November 2021

Landscaping Weekly Meetings Update:

Weekly Meetings held on: Wednesday 10/27/2021, Wednesday 11/3/2021, Wednesday 11/10/2021

Irrigation wet check completed October 11-19th. Irrigation issues on monuments investigated and solved for sod replacement project. Sod and palms fertilized 10/26/2021. Annuals pulled from monuments, community buildings for new flower install preparation. Palms trimmed throughout community. Preserve cutbacks started on Greyhawk west trails.

Items to be addressed by Yellowstone that are pending:

Buttercup Glen wall bushes detailed; weeds sprayed; 5 dead pines quoted for removal from behind wall.

Oak trees along Greyhawk Boulevard and other common areas need to be trimmed.

Aquatics Update

Solitude began service on all ponds Monday, November 8th, 2021. Discussed ponds needing attention and future projects including proposal for spring plant install and fountain light replacements. Aerator on pond #7 is to be serviced by Wednesday 11/10/2021 due to breaker flipping.

Gate Update:

All gates operating as normal. Goldenrod timer changed for Daylight Savings. Replacement gate arms ordered.

CDD Facilities Update:

CDD Facilities:

Accomplishments

Recreation Center	Clubhouse
Diseased palm (ganoderma) root ball removed	3 reupholstered loungers added to the pool deck
3 reupholstered loungers added to the pool deck	Clubhouse pavers power washed by Gorilla Kleen
Cabana building pressure washed	Mosquito misters serviced
SW tennis court lights repaired after not working	Access control system panel issue resolved
Basketball court light timer tampered with resulting in issues, repaired.	
New computer purchased/delivered for Rec Center office	
New scoreboards, trays ordered for the tennis courts	

Pending Items

Recreation Center	Clubhouse
Interior and exterior painting, power washing pending contract agreement	Clubhouse interior painting pending contract agreement
Mirrors installation – pending prep and quote approval	Playground mulch barriers (3) need to be replaced - <i>searching for new vendor, 4 foot size discontinued</i>
Hand dryer in men’s cabana stall to be repaired or replaced	Handicap chair lifts tested and covers replaced or reupholstered
Landscape bedding curbs to be cleaned	
Handicap chair lifts tested and covers replaced or reupholstered	
Water bottle filling attachment to water fountain	

Maintenance and Operations

Pending Projects Update:

1. Painting projects of the clubhouse, rec center buildings, and monuments pending contract agreement.
2. John Deere Gator replacement from Everglades Equipment Group pending for November/December
3. Pulte/ Greyhawk Boulevard sidewalk damage repairs
4. Sun shade structures for playground proposals from vendors
5. New soccer and basketball nets needing to be installed
6. Getting quotes for a window shade for the guardhouse window
7. Overgrown oak trees behind homes on Peregrin need attention

Accomplishments for the month:

1. Petrel nature area bush hogged by SSLM 11/2/2021
2. Small bridge behind Daisy pressure washed by Frank and pepper trees cut back for ease of access to do so.
3. All monuments power washed throughout Greyhawk by Frank
4. Long bridge and fishing dock power washed near soccer field by Frank.
5. Small bridge behind clubhouse nature trail power washed by Frank.
6. New back up batteries purchased for the gates; new terminal wires and batteries added to Brambling gate operators.
7. Large limb cut back by Frank near Brambling exit gate.

8. Total of 5 grates cleared of leaves and vegetation behind Blackbird Court and Honeyflower Loop

Recommendations for the Board of Supervisors:

1. Pocket parks at Cara Cara and Lavender loop needing landscape updates. Yellowstone provided proposal for updates to include dwarf ixora and lirioppe
2. Oaks along common areas need to be lifted

Additional Comments and or Recommendations:

Tab 5



UPCOMING DATES TO REMEMBER

- **Next Meeting:** December 16, 2021
- **FY 2020-2021 Audit Completion Deadline:** June 30, 2022
- **Next Election (Seats 1, 3, & 5):** November 8, 2022

**District
Manager's
Report**

November 9

2021

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<u>FINANCIAL SUMMARY</u>	<u>9/30/2021</u>
General Fund Cash & Investment Balance:	\$167,669
Reserve Fund Cash & Investment Balance:	\$1,265,630
Debt Service Fund & Custody Reserve Investment Balance:	\$4,503,414
Total Cash and Investment Balances:	\$5,936,713
General Fund Expense Variance: \$32,083	Under Budget



Rizzetta & Company

Financial Statements - Due to the holidays the meeting is being held before the financials are completed. DM will provide a financial summary once the financials are completed.

Gate Entry Systems RFP - The draft RFP Packet has been completed and sent to Supervisor Jacuk for review of the scope of work.

Aquatic Maintenance - A request for proposal has been sent out to several vendors for response. Proposals are due on Friday, November 12, 2021. Once the proposals are received, I will prepare a summary for review by the Board and sent it to everyone. In the interim Solitude has been engaged to provide services for the month of November.

LMP Settlement Agreement - The agreement was executed, and the settlement payment was released.

Tab 6

GREYHAWK LANDING PENDING ITEM LIST AS OF OCTOBER 2021

Date Entered	Category	Action Item	District Staff Responsible	Vendor Responsible	Target Date	Notes
7/23/2020	O&M	District connecting to reclaim water, SWFWMD & County cost share. District share 50%	DM	DE	TBD	Submittal to SWFWMD is in progress. Approval was received from the County. Rick will reach out to vendors for pricing to move forward.
7/23/2020	O&M	Installation of new plants where Brazillian Pepper Trees were removed. (Proposal: \$7,925.00)	DM	SSLM	TBD	Bush hogging was completed on 11/2/2021. Pending installation of trees est. 2 weeks.
12/17/2020	O&M	Research cost of adding steel gates	FM	TBD	TBD	The Board of Supervisors held a workshop on 10/27/2021. A complete review of the systems in place took place and a scope of work was agreed upon. During the regular meeting the Board authorized District staff to proceed with the RFP process. Scott Jacuk was appointed as the point person on this for the preparation of the RFP. Both DM and DC will work on the draft.
3/25/2021	O&M	Installation of Bollards for Golf Cart Traffic	FM	TBD	TBD	Locations and Pricing for Bollards to prohibit Golf Cart Traffic – This item was tabled subject to pricing from Maingate to provide options for deterrents for the breach points. This item is to be added to the action item list as well. (District Management). This item is still pending.
6/24/2021	O&M	Field Manager Items	FM & DC	FM & DC		Golf Cart Signage – After discussion it was agreed that District Counsel will provide wording for the signage to be installed once the bollard locations are decided. The signs were ordered by the FM pending pick up and installation. Carleen is pending estimates for Sun Shades as well.
6/24/2021	O&M	District Engineer Items	DE	DE	7/22/2021	433 Chantilly – Rick reported that repairs needed to be conducted as a result of a bubbler box. Letter to be sent to homeowners regarding damages. As per the District Engineer the area was inspected and the pipe should have been buried down. Supervisor Ady will reach out to the homeowner so that they can get this done. Supervisor Ady did speak with the homeowner regarding this issue.
9/23/2021	Bonds	Greyhawk Nature Trail Repairs	DE	DE	TBD	Bids were presented for Board approval at the meeting on 9-23-2021. The Board approved the proposal presented by A&J excavation. Pending scheduling of the work.
9/23/2021	Bonds	Greyhawk Bank Restoration	DE	DE	TBD	Bids were presented for Board approval at the meeting on 9-23-2021. The Board approved the proposal presented by Crosscreek Environmental. Pending contract preparation and scheduling of the work.

9/23/2021	Bonds	Greyhawk Vegetation Removal (Golfen rod, Mulberry, Buttercup Glen)	DE	DE	TBD	Bids were presented for Board approval at the meeting on 9-23-2021. The Board approved the proposal presented by Florida Lawn Pro's. Pending scheduling of the work.
9/23/2021	Reserves	Clubhouse and Rec Center Painting	FM	FM	TBD	Proposals were presented to the Board for consideration at the meeting on 9-23. After discussion the Board directed the Field Manager to obtain estimates for painting both exterior and interior the monuments are to be added as well.
9/23/2021	Reserves	Gator	FM	FM & DC	TBD	A new gator has been ordered by the vendor and will be delivered within the next few weeks.
10/27/2021	Reserves	Painting of Clubhouse interior and exterior including monuments.	FM	Elite Painting and Design	TBD	The Board of Supervisors approved the proposals presented for the painting of the interior and exterior of the clubhouse as well as monument signs. PENDING SCHEDULING
10/27/2021	Bonds	Play and Spray	DM, FM, DC	Signet Pool	TBD	The Board of Supervisors approved the proposal from Signet Pool for a total of \$ 145, 574.00. District Counsel is to prepare an agreement for signature by the Chairman. A 40% deposit is required. DM is to be provided with an invoice and W9 so that a requisition can be sent to the trustee. The contractor also needs to make a change on the rendering so that there is no spacing between the
10/27/2021	O&M	Nature Trails Trim back	FM/Yellowstone	Yellowstone	TBD	The Board of Supervisors approved the proposal presented by Yellowstone for a total of \$ 18,000 for the push back of vegetaion. Pending scheduling and contract amendment.
10/27/2021	O&M	Tree encroachments	FM/Yellowstone	Yellowstone	TBD	A discussion was held regarding two homeowners who have contacted the District because of trees encroaching onto their property. After discussion it was agreed that the Oak Tree behind 541 Chantilly will be cut back. Pending scheduling.
10/27/2021	O&M	Sod Installation	Gulf Coast	Gulf Coast	TBD	The Board ratified the approval of the proposal and execution of the contract by the Chairman. Installation pending.
10/27/2021	O&M	Aquagenix Contract	DM,DC,FM	TBD	TBD	The Board was notified that DBI is no longer in business. Arfter discussion the Board authorized the Chairman to engage a provider for services. The DM will put this out for bid.

Tab 7

MINUTES OF MEETING

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

GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Greyhawk Landing Community Development District was held on **Wednesday, October 26, 2021 at 6:01 p.m.** at the Greyhawk Landing Clubhouse, located at 12350 Mulberry Avenue, Bradenton, FL 34212.

Present and constituting a quorum:

Jim Hengel	Board Supervisor, Chair (via Zoom)
Mark Bush	Board Supervisor, Vice Chair
Cheri Ady	Board Supervisor, Assistant Secretary
Scott Jacuk	Board Supervisor, Assistant Secretary
Greg Perra	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Andy Cohen	District Counsel, Persson Cohen & Mooney
Rick Schappacher	District Engineer, Schappacher Engineering
Carleen FerroNyalka	Field Manager
Matt Cofrancesco	Assistant Field Manager
Gregg Gruhl	Manager, Rizzetta Amenity Services
John Toborg	Field Services Mgr., Rizzetta & Company, Inc.
David Bautista	Yellowstone Landscaping
Audience	

FIRST ORDER OF BUSINESS

Call to Order

Ms. Blandon called the meeting to order and conducted roll call.

The Board recited the Pledge of Allegiance.

SECOND ORDER OF BUSINESS

Audience Comments

Ms. Blandon opened the floor to audience comments.

Mr. Tucci addressed the Board regarding use of the pool for SCUBA certification, one evening per month during low volume hours. He advised that he will add the District as an additional insured on his insurance. Mr. Tucci advised that each SCUBA tank would have a

48 boot in order to protect the pool from being damaged by the tank safety is his number one
49 concern during instruction. Mr. Tucci responded to questions from the Board. Board
50 discussion ensued.

51
52 This item was opened to public comments. A resident asked for clarification regarding
53 now allowing use of the full pool. The Board advised that the SCUBA classes will take a
54 quarter of the pool and not the full pool.

55
56 Ms. FerroNyalka asked that Mr. Tucci coordinate with her so that the SCUBA lesson
57 dates can be added to the calendar.
58

On a Motion by Mr. Jacuk, seconded by Mr. Perra, with all in favor, the Board Approved Use of the Pool for SCUBA Instruction by Mr. Tucci, One Evening Per Month, for Greyhawk Landing CDD Residents Only, for the Greyhawk Landing Community Development District.

59
60 **THIRD ORDER OF BUSINESS** **Consideration of Proposals for**
61 **Interior and Exterior Painting**
62

63 Ms. FerroNyalka advised that she received proposals for interior painting, exterior
64 painting, and monuments. Ms. Blandon reviewed the proposals received totaling \$30,555.00;
65 she advised that the reserve amount allocated for painting is \$32,703.00.
66

On a Motion by Mr. Hengel, seconded by Ms. Ady, with all in favor, the Board Approved the Painting Proposals, totaling \$30,555.00, to be Paid from Reserves, for the Greyhawk Landing Community Development District.

67
68 **FOURTH ORDER OF BUSINESS** **Update Regarding Gate Proposal**
69

70 Ms. Blandon advised that a workshop was held prior to the onset of the Board of
71 Supervisors meeting where a scope of work was established; she advised that a formal RFP
72 will need to be done based on the expected cost. Mr. Jacuk advised that he will be the liaison
73 for the project.
74

On a Motion by Mr. Hengel, seconded by Ms. Ady, with all in favor, the Board Authorized Staff to Move Forward with a Formal RFP for Access Control and Gate Systems, for the Greyhawk Landing Community Development District.

75
76 **FIFTH ORDER OF BUSINESS** **Update Regarding Play and Spray**
77

78 Ms. FerroNyalka advised that the contract and most recent rendering were received
79 from A&D Pools; she advised of a concern related to the spacing between the slides. She
80 advised that the total project is \$147,574.00. Ms. Blandon reviewed the process for payments

81 made using bond funds.

82

On a Motion by Mr. Hengel, seconded by Mr. Bush, with all in favor, the Board Approved the A&D Pools Contract for the Play and Spray, Subject to Correction of the Slide Layout, and Authorizing the Chairman to Execute the Contract, for the Greyhawk Landing Community Development District.

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SIXTH ORDER OF BUSINESS

**Update
Courts**

Regarding

Pickleball

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Mr. Schappacher advised that the surveyor is finishing up their work and then he will finish up the plan to be submitted. Mr. Bush advised that the estimate was \$180,000.00 which is under the threshold for the formal RFP process although he believes that bids should be received. Mr. Schappacher advised that it would be best to have separate contracts for the courts and sitework.

93

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SEVENTH ORDER OF BUSINESS

**Review of Field Service Report for
October 2021**

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Mr. Toborg provided a detailed overview of the Field Inspection Report and advised that he can customize the report to the Board's liking. Discussion ensued. Mr. Toborg advised of concerns related to accessing an area at Himalaya Way and asked that Mr. Schappacher review the area for access easements. Mr. Toborg advised that he will be returning to complete an inspection of the trails.

103

104

105

Mr. Bautista of Yellowstone Landscaping provided his report. He asked if the Board would like to approve the tree trimming proposal.

On a Motion by Mr. Hengel, seconded by Mr. Bush, with all in favor, the Board Approved the Tree Trimming Proposal Provided by Yellowstone, in the Amount of \$18,000.00, Subject to Preparation of a Work Authorization by Counsel, for the Greyhawk Landing Community Development District.

106

107

Mr. Bautista responded to questions from the Board.

108

109

EIGHTH ORDER OF BUSINESS

**Consideration of License
Agreement Between Greyhawk
Landing CDD and Pulte Home
Company Re Magnolia Ranch**

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Mr. Cohen provided an overview of the agreement, advising that it is in final form that has been agreed to. He advised that Pulte is receptive to a wall rather than fencing although there would be less landscaping if the wall was installed. Discussion ensued. The Board advised that they would like to see a rendering of the landscaping with a fence and for the sidewalks to be repaired prior to execution of the License Agreement. The Board had no

119 issue with the agreement.

120
121 **NINTH ORDER OF BUSINESS** **Consideration of Square App for**
122 **Credit Card and Debit Card**
123 **Payments**
124

125 Mr. Gruhl advised that the Square App is a common payment method used in order to
126 avoid handling of cash or checks, and the terminal is \$300.00. Mr. Cohen asked for
127 confirmation that the fee associated with use is passed on to the user. Mr. Gruhl confirmed.
128 Ms. FerroNyalka advised that she currently takes a cleaning deposit on rentals and that check
129 is shredded if it is not needed. Mr. Gruhl advised that he will look into the question.

130

On a Motion by Mr. Jacuk, seconded by Mr. Hengel, with all in favor, the Board Approved Use of the Square App, for the Greyhawk Landing Community Development District.

131
132 **TENTH ORDER OF BUSINESS** **Discussion Regarding Drainage**
133 **Easements and CDD Property**
134 **Encroachments**
135

136 Ms. Bandon advised that she has received requests from homeowners who are
137 building pools and screens who would like to encroach upon CDD easements; she advised
138 that some homeowners have already placed pavers or planted trees without permission. Ms.
139 Bandon advised that the Board would need to review the request along with Mr.
140 Schappacher as a document may need to be recorded. Mr. Cohen advised that the Board
141 can require removal of improvements that have been installed without permission. Discussion
142 ensued regarding access for vendors. Ms. Ady asked that Ms. Bandon reach out to Ms.
143 Wellborn regarding ARC applications for the HOA to ensure that there is verbiage related to
144 CDD easements and land. Ms. FerroNyalka advised that she will also reach out to the POA
145 president.

146
147 **ELEVENTH ORDER OF BUSINESS** **Consideration of Yellowstone**
148 **Landscaping Proposals for Tree**
149 **Trimming**
150

151 This item approved after the presentation of the field inspection report, Seventh Order
152 of Business.

153
154 **TWELFTH ORDER OF BUSINESS** **Consideration of Gulf Coast Grass**
155 **Proposal for Sod Installation**
156 **Starting First Week of November,**
157 **Monument Islands Along**
158 **Greyhawk Boulevard**
159

160 Mr. Cohen advised that a contract has been prepared and executed and so this item

161 is for ratification. Mr. Hengel reviewed the work being conducted.
162

On a Motion by Ms. Ady, seconded by Mr. Jacuk, with all in favor, the Board Ratified the Execution of the Gulf Coast Grass Contract for Sod Installation, in the Amount of \$47,044.80, for the Greyhawk Landing Community Development District.

163
164 **THIRTEENTH ORDER OF BUSINESS** **Discussion Regarding Flower**
165 **Installation on November 15**
166

167 Mr. Hengel advised that the flower installation is scheduled for November 15th and Ms.
168 FerroNyalka has executed and returned the proposals.
169

170 **FOURTEENTH ORDER OF BUSINESS** **Staff Reports**
171

172 A. Aquatic Report – Aquagenix
173 Mr. Cohen advised that DBI Services, Aquagenix, has gone out of business.
174 Ms. Blandon advised that DBI Services will be reopening as DeAngelo Brothers
175 Construction although the District contract is not with DeAngelo Brothers
176 Construction and the contract is not assignable without the District’s consent.
177 Board discussion ensued. The Board asked that payment be withheld until this
178 is ironed out. Mr. Cohen advised that the Board can authorize the Chairman to
179 negotiate and execute an agreement with a new vendor to ensure that there is
180 no lapse in coverage.
181

On a Motion by Ms. Ady, seconded by Mr. Jacuk, with all in favor, the Board Authorized the Chair to Engage a Provider for Lake Maintenance Services on a Monthly Basis, for the Greyhawk Landing Community Development District.

182
183 Ms. Blandon advised that an RFP will be created to bid the services.
184

185 B. Field Manager Report
186 Ms. FerroNyalka advised that SunState Landscape Maintenance has provided
187 a contract for the bushhogging in the Petrel area, for \$1,500 and she will
188 execute the contract so that the bushhogging can be completed and the trees
189 can be installed. The Board asked that Ms. FerroNyalka send a communication
190 to the residents prior to the work commencing to advise of the work.
191 Ms. FerroNyalka provided further updates related to landscaping. She advised
192 that a new gator is to be sent in mid-November. Ms. FerroNyalka responded to
193 questions from the Board.
194

195 C. Landscape Maintenance Update
196 The landscape maintenance report was provided after the presentation of the
197 field inspection report, Seventh Order of Business.
198

- 199 D. District Engineer
- 200 Mr. Schappacher advised that the Pulte force main work has been completed
- 201 and the County is including all of the work in the performance bond and so there
- 202 is a three-year warranty on the work. He advised that the reclaim approval has
- 203 been received from the County so work can move forward on that; he advised
- 204 that he will have pricing for the next meeting. Mr. Schappacher advised that the
- 205 vegetation clearing work has been completed and he will verify the work prior
- 206 to approving the invoice. He advised that the roadway bid package went out
- 207 formally and he will still reach out to his preferred vendors to ensure they
- 208 received the package; he advised that an addendum will be done as some of
- 209 the vendors feel there is too much polymer in the bid package. Ms. Blandon
- 210 advised that a vendor has reached out to her for the package so she will send
- 211 that information to Mr. Schappacher; she further advised that PMI has declined
- 212 to bid. Mr. Schappacher responded to questions from the Board.
- 213
- 214 E. District Counsel
- 215 Mr. Cohen advised that an agreement has been reached with LMP and the
- 216 agreement is being executed.
- 217
- 218 F. District Manager
- 219 Ms. Blandon advised that she will be updating the action item list and will send
- 220 it to the Board. She reviewed the new District Management report that will be
- 221 provided at each meeting, including a financial update.
- 222

FIFTEENTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Meeting held on September 23, 2021

227 Ms. Blandon presented the minutes of the Board of Supervisors' meeting held on
228 September 23, 2021, and asked if there were any questions related to the minutes. There
229 were none.

230

On a Motion by Mr. Perra, seconded by Mr. Jacuk, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on September 23, 2021, for the Greyhawk Landing Community Development District.

SIXTEENTH ORDER OF BUSINESS

Consideration of the Operations and Maintenance Expenditures for the Month of September 2021

231

232 Ms. Blandon advised that the Operations and Maintenance expenditures for the period
233 of September 1-30, 2021 total \$189,968.04 and asked if there were any questions. There
234 were none.

On a Motion by Mr. Jacuk, seconded by Mr. Perra, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Month of September 2021 (\$189,968.04), for the Greyhawk Landing Community Development District.

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SEVENTEENTH ORDER OF BUSINESS

Supervisor Requests

Ms. Blandon reminded the Board that the next meeting of the Board of Supervisors' is scheduled for Thursday, November 18, 2021 at 6:00 p.m.

Ms. Blandon opened the floor to Supervisor Requests.

Mr. Hengel thanked the Volunteers of the community and encouraged all residents to get involved. He advised that he plans to have a personal town hall on Saturday, November 6th from 8:00 a.m. to 12:00 p.m. to discuss concerns with residents.

EIGHTEENTH ORDER OF BUSINESS

Adjournment

Ms. Blandon advised that there was no further business to come before the Board and asked for a motion to adjourn.

On a Motion by Mr. Perra, seconded by Mr. Jacuk, with all in favor, the Board Adjourned the Meeting at 7:43 p.m., for the Greyhawk Landing Community Development District.

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Secretary / Assistant Secretary

Chairman / Vice Chairman