



GRAND  HAVEN

Advanced Meeting Package

Regular Meeting

*Thursday
May 18, 2023
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

Vesta District Services

[X] 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, May 18, 2023, at 9:00 a.m.** at the **Grand Haven Room**, at the **Grand Haven Village Center**, located at **2001 Waterside Parkway, Palm Coast, Florida 32137**.

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

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

Sincerely,

David McInnes

David McInnes
District Manager

Cc: Attorney
Engineer
District Records

District: **GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Thursday, May 18, 2023
Time: 9:00 AM
Location: Grand Haven Room, at the Grand Haven Village Center, located at 2001 Waterside Parkway, Palm Coast, Florida 32137
Website: <https://www.grandhavencdd.org/>

Ways to Follow Meeting:

Zoom:

<https://vestapropertyservices.zoom.us/j/7055714830?pwd=dUFTN091cjVHZzluYUN0bIEwUUYYdz09>

Phone (Listen Only): +1 (929) 205-6099

Meeting ID: 7055714830#

Revised Agenda

- I. Call to Order/ Roll Call**
- II. Pledge of Allegiance**
- III. Audience Comments** – *(limited up to 3 minutes per individual for non-agenda items)*
- IV. Staff Reports**
 - A. District Engineer: David Sowell
 - B. Amenity Manager: John Lucansky – 10mins. allotted [Exhibit 1](#)
 - C. Operations Manager: Barry Kloptosky
 - 1. Presentation of Capital Project Plan Tracker – 10mins. allotted [Exhibit 2](#)
 - 2. Monthly Report - 10mins. allotted [Exhibit 3](#)
 - D. District Counsel: Scott Clark – 15mins. allotted [Exhibit 4](#)
 - E. District Manager: David McInnes
 - 1. Meeting Matrix – 5mins. allotted [Exhibit 5](#)
 - 2. Action Item Report – 5mins. allotted [Exhibit 6](#)
 - 3. Incident Report Involving Grand Haven Resident – 10mins. allotted
- V. Consent Agenda Items – 5mins. allotted**
 - A. Consideration for Acceptance – The April 2023 Unaudited Financial Report [Exhibit 7](#)
 - B. Consideration for Approval – The Minutes of the Board of Supervisors Workshop Meeting Held April 6, 2023 [Exhibit 8](#)
 - C. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held April 20, 2023 [Exhibit 9](#)

VI. Business Items

- A. Consideration & Adoption of **Resolution 2023-06**, Approving Proposed FY24 Budget & Setting PH – 10mins. allotted [Exhibit 10](#)
- B. Consideration of Revised Code of Conduct – 10mins. allotted [Exhibit 11](#)
- C. Presentation of Flagler County Number of Qualified Electors – F.S. 190.006 – 2,986 [Exhibit 12](#)

VII. Discussion Items

- A. City of Palm Coast – Post Storm Plans – 30mins. allotted [Exhibit 13](#)
- B. Bank Account Matters Briefing – Supervisor Foley – 10mins. allotted
- C. RFP for Storm Debris Removal – No Responses Received – 20mins. allotted [Exhibit 14](#)
- D. Uniformity of Response by Sheriff’s Office – 15mins. allotted

VIII. Supervisors’ Requests – 20mins. allotted

IX. Action Item Summary – 10mins. allotted

X. Adjournment

EXHIBIT 1



Monthly Amenity Update

Date of report: 5/9/2023

Submitted by: John Lucansky

Amenity Manager's Corner:

We had a busy March and April, and now we are starting to see the snowbirds heading back north. Memorial weekend is just around the corner, and we are gearing up for the tiki hut opening, the Flag Ceremony, following up with a special BBQ menu for Memorial Day Monday. June starts summer and with that we will see an influx of patrons at each pool. The tiki hut will host a Luau, Live music, and National Croquet Day, each day having something special. This will gear us up for Resident Appreciation Day on July 1st at the Village Center Pool. We expect over 500 residents to participate. We are looking forward to summer and seeing everyone enjoy the amenities.

Amenities Update:

Events:

- Memorial Day Flag Ceremony May 29th 7am start
 - Free coffee and doughnuts donated by Vesta.
- Karaoke Night is scheduled for May 20th 5-8pm at the Café.
- Name that Tune will be back in June.
- Trivia remains very popular.
- Bingo was very busy in April, due to all the visiting guests.
-

Tiki Hut:

- Tiki hut soft opening is scheduled for May 27th 11am -7pm
- Grand full opening with live music is scheduled for Sunday May 28th 11am-7pm
Music performed by Kevin Quinn 4pm-7pm

- We are very excited for this summer's season.
 - All bar and kitchen enhancements have been done. New panini press, blender, new refrigerators, beer kegerator, and bar ice caddy.
 - Barry has enhanced the tiki experience with neon signs, a Grand Haven tiki hut sign, new clock, tiki torches, and tiki hut themed sculptures.
 - We are planning multiple events to enhance the tiki hut experience.
 - Luau
 - Lives Music
 - Singer/Songwriters
 - National Croquet Day
 - Kids day

Café:

- On-Line ordering:
 - All hardware is in
 - Programming hardware will take place the week of the 8th.
 - Orders will go directly to the kitchen expediting pick up times.
 - This will cut down on phone calls, taking servers away from their patrons.
 - It will bring better efficiency especially on busy days and nights.
 - Poolside residents won't have to leave the sun and fun of the pool.
 - We hope to have this fully functional by June.

EXHIBIT 2

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
FY2022/2023 CAPITAL IMPROVEMENT PLAN PROJECT TRACKER
5/10/2023**

Line	Description	Budgeted Cost	Variance (+/-)	Final Cost	Comments/Notes	Completed
1	Concrete Sidewalk Replacement - I/C	50,000			In progress	
2	Firewise Projects - C	30,000			In progress	
3	Camera and DVR Replacement - C	10,000			Boring and electrical completed for new cameras at VC. Waiting for the scheduled installation date of cameras.	
4	Gate & Gate Operator - Replacement - C	10,000	(1,994)	8,006	Delivered and installed.	x
5	Concrete Curb and Gutter Replacement - C	100,000			Seeking proposals	
6	Road Repairs Around Manhole Covers - C	30,000	11,084		In progress.	
7	Roadway: River Park, Point, Landing, Front, Village View - C	218,545	(218,545)		Deferred.	-
8	Pavers - Front St North Access (Esplanade) - I	10,927			Completed by CDD staff.	x
9	Pavers - Front St South Access (Esplanade) - I	10,927			Completed by CDD staff.	x
10	Pavers - Front Street Park - I	10,927			Completed by CDD staff.	x
11	Pavers - Front Street Village Entry - I/C	4,482			Evaluating.	
12	Finish, Carpet - Clubhouse ((CAC)) Office/Conference rooms - C	6,556			Installation scheduled for 5/22/23 - 5/26/23	
13	Replace Outdoor Tile Floors, Replace with Non-Skid - Clubhouse ((VC)) Gym	27,318	(27,318)		Deferred.	
14	Refurbishment Allowance - Monument and Mailbox Creekside - I/C	8,195			Seeking proposals.	
15	Refurbishment Allowance - Monument and Mailbox East Lake I/C	8,195			Seeking proposals.	
16	Vehicle Traffic, Speed Control Improvements - I	50,000			In progress.	
17	Landscape Enhancements-Annual Reinvestment - C	54,636			In progress.	
18	Dog Park Improvement Project - C	21,855	(16,955)	4,900	Mulch added 01/10/2023. Project on hold pending Board review.	
19	Paint Exterior and Waterproof - Clubhouse (CAC) - C	8,742	(336)	8,406	Complete.	x
20	Paint Exterior and Waterproof - Tiki Bar (CAC) - C	2,394	-	2,394	Complete.	x
21	Drinking Fountain, Outdoor - Village Center Amenities - I/C	3,000	(757)	2,243	Delivered and installed.	x
22	Pool Equipment, Heat Pump (CAC) (4 units) - C	49,173	(25,129)	24,044	Complete. 4 Units installed at Creekside.	x
23	Street Signs and Poles, Replacement - I/C	5,000			6 signs delivered and installed. Next round of signs ordered.	
24	Tennis Court Windscreens, 10' - (VC) Courts 1-7 - C	14,853	(3,078)	11,775	Delivered and installed.	x
25	Furniture, Outdoor - Pool Deck (VC) - C	27,318	(42)		Furniture ordered. Lead time 12-16 weeks.	
26	Light Pole & Fixture - Replacement (estimated 5 poles) - I/C	30,000			Seeking proposals.	
27	Aerator Installations at Pond 24 & Pond 11 - C	-	32,191	32,191	Complete.	x
28	Grand Haven Room Microphones - C	-	15,000		Back ordered. Expected delivery May or June 2023.	
29	Waterside Parkway Curb/Gutter Repairs - C	-	150,000		Partially completed. Remaining areas in progress.	
31						
32	Crosswalk Safety Project - I	-	24,148	24,148	Complete	x
33	Croquet Court Canopies - C	-	4,525	4,525	Complete	x
34	Village Center Bathroom Renovation - I/C	-	2,124	2,124	Complete	x
36	Totals:	803,043	(55,081.21)	124,756		

I: Completed In House By Staff
C: Completed By Contracted
I/C: Completed By A Combination of Staff And Contractor

EXHIBIT 3



Operations Manager's Report –May 18th, 2023

○ SIDEWALK REPLACEMENT PLAN

- Current sidewalk repairs in progress. Repairs are being completed by CDD staff in-house. 05/10/2023

○ ASPHALT REPAIRS AROUND MANHOLE COVERS

- Current asphalt repairs in Wild Oaks are in progress. 05/10/2023

○ POND 43 IN WILD OAKS -SUBMERGED AQUATIC VEGETATION UPDATE

- The aquatics contractor continues to spray the remaining submerged aquatic vegetation along the banks and there are continuing signs of improvement. The aquatics contractor will be monitoring the location closely and continue to spray the aquatic vegetation monthly as warmer weather promotes algae growth. 04/12/2023

○ CURB AND GUTTER REPAIRS

- The curb, gutter, and asphalt repairs on Waterside Parkway from the Village Center to the South gate are partially completed. The remaining areas are in progress. 04/12/2023
- A new list has been generated for community curb/gutter repairs 04/12/2023
- Seeking proposals for a new list of community locations 04/12/2023

Barry Kloptosky • Operations Manager
Grand Haven CDD
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- **PREPARATION FOR TIKI BAR OPENING**
 - CDD and amenity staff have been preparing the Tiki Bar for the May opening.
4/12/2023

- **GRAND HAVEN VILLAGE CENTER ADDITIONAL MICROPHONES**
 - Proposal signed and equipment ordered. 1/11/2023
 - Equipment on backorder. The estimated delivery is May or June 2023.
02/08/2023

- **HOG HUNTER ACCESS AGREEMENT**
 - Total of 32 hogs removed as of 05/10/2023.
 - The county has purchased a Pig Brig and it has been installed and is in use.
05/10/2023

- **LANDSCAPE ENHANCEMENTS AT THE CREEKSIDE POOL AREA**
 - Landscape enhancements at the Creekside Pool Area are complete. 05/10/2023

- **NEW SOFTWARE SYSTEM FOR RESIDENT AND VISITOR MANAGEMENT**
 - System installed and functioning as designed. 05/10/2023

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○ **CREEKSIDE AMENITY BUILDING CARPET REPLACEMENT**

- The Creekside Amenity Building will be closed Monday, May 22nd, through Friday, May 26th, 2023 for the installation of new carpeting. 05/10/2023

○ **CAFÉ RENOVATION PROJECT**

- The Operations Manager, Amenity Manager, and Café Manager met with the design architect on Tuesday, May 9th, 2023, to discuss the café renovation project. 05/10/2023
- The purpose of the meeting was for the design architect and his team to take measurements of the existing café and kitchen and create a scope of work and conceptual drawings for the project. 05/10/2023
- The scope of work and conceptual drawings will be presented to the Board at a future meeting. Date to be determined. 05/10/2023

○ **VILLAGE CENTER LOCKER ROOM UPGRADES**

- CDD staff has replaced the locks, handles, and numbers on all lockers in the Village Center men's and ladies changing areas. 05/10/2023
- This upgrade has provided an enhancement to the existing lockers while avoiding the cost of a total locker replacement. 05/10/2023

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EXHIBIT 4

GRAND HAVEN MEETING ATTORNEY REPORT LIST (05/19/23)

1. Disaster Debris RFP

The District did not receive any responses to the RFP. Our agreement with 4C's remains in place. A discussion of the issue occurs elsewhere in the agenda.

2. District Property Encroachments

The draft rule amendments are being set for public hearing in June.

3. Post Order Amendments

Additional edits have been completed and will be distributed to the Board under separate cover.

4. Legislation

At a future meeting I will provide a summary of certain legislation from this year's session that impacts the CDD. I am currently waiting to see which bills are finalized by the Governor.

EXHIBIT 5

GRAND HAVEN MEETING AGENDA MATRIX

June, 2023	<p>Workshop: 6/1</p>	<p><i>Presentations</i></p> <p><i>Discussions</i></p> <ul style="list-style-type: none"> • District staffing needs for the future • Leaf Policy • Post Order Revisions • Dog Park Alternatives • Grand Haven Master Association Update from Vice Chair Polizzi 	<ul style="list-style-type: none"> • Initial draft provided to Board on 1/19/2023; discussed further at 3/16/2023 and 4/20/2023 meetings • Barry to provide alternatives
	<p>Regular Meeting: 6/15</p>	<p><i>Staff Reports</i></p> <ul style="list-style-type: none"> • District Engineer • District Counsel • District Manager <p><i>Consent Agenda Items</i></p> <ul style="list-style-type: none"> • Meeting Minutes <ul style="list-style-type: none"> ○ 5/4/2023 Workshop ○ 5/18/2023 Regular Meeting • Unaudited Financials (May, 2023) <p><i>Business Items</i></p> <ul style="list-style-type: none"> • Public Hearing for Rules on Encroachments on CDD Owned Land <p><i>Discussions</i></p> <ul style="list-style-type: none"> • Solar Evaluation/Alternative • FY 2024 Budget Discussion—if needed 	<ul style="list-style-type: none"> • OM has collected information in past on this issue. Look for updates and new alternative in the marketplace

GRAND HAVEN MEETING AGENDA MATRIX

July, 2023	Workshop:	No workshop	
	Regular Meeting: 7/20	<p>Staff Reports</p> <ul style="list-style-type: none"> • District Engineer • District Counsel • District Manager <p>Consent Agenda Items</p> <ul style="list-style-type: none"> • Meeting Minutes <ul style="list-style-type: none"> ○ 6/1/2023 Workshop ○ 6/15/2023 Regular Meeting • Unaudited Financials (June, 2023) <p>Business Items</p> <p>Discussions</p> <ul style="list-style-type: none"> • FY 2024 Budget—continued 	<ul style="list-style-type: none"> • To include 3rd quarter Y-T-D and projections for end of FY

GRAND HAVEN MEETING AGENDA MATRIX

August, 2023	Workshop: 8/3	<p><i>Presentations</i></p> <ul style="list-style-type: none"> • FY 2024 Budget to Residents • 10-Year Plan Presentation <p><i>Discussions</i></p>	<ul style="list-style-type: none"> • Add comments from residents from Townhall style workshop to the 10 year plan that the Board paused in Spring, 2022
	Regular Meeting: 8/17	<p><i>Staff Reports</i></p> <ul style="list-style-type: none"> • District Engineer • District Counsel • District Manager <p><i>Consent Agenda Items</i></p> <ul style="list-style-type: none"> • Meeting Minutes <ul style="list-style-type: none"> ○ 7/20/2023 Regular Meeting • Unaudited Financials (July, 2023) <p><i>Business Items</i></p> <ul style="list-style-type: none"> • Public Hearing and Adoption of FY 2024 Budget <p><i>Discussions</i></p>	

GRAND HAVEN MEETING AGENDA MATRIX

<p><i>Unscheduled Items</i></p>		<p><i>Future Workshop Issues:</i></p> <ul style="list-style-type: none">• Spartina on Pond Banks <p><i>Future Meeting Issues:</i></p>	
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GRAND HAVEN MEETING AGENDA MATRIX

SUBJECT	NOTES
Communications	<ul style="list-style-type: none"> • New website—Target is 8/2023: Underway • Chair to write annual report to residents at end of FY • “New Work in Progress” schedule on website: Underway • Regular communications with HOA: Underway • Periodic Socials—get to know board; tutorials on new tech: First one at August 3rd workshop • Build relationship with City and County: Underway • Ten year plan presentation: Scheduled for August 3rd • E-Blasts about encroachment on CDD owned land (District Counsel to provide guidance) • Include \$ amounts in E-Blasts if known (e.g. the cost of cleaning out drains for putting yard debris in it)
Safety and Security	<ul style="list-style-type: none"> • Improve visibility at intersections along Waterside (visibility of lines and hedge lines): Underway • Plan for more perimeter fencing: Flagler County seeking funding alternatives • Inspect roads and walkways: Ongoing by OM & DE • Work with county and HOA regarding hogs: Underway • Modifications of all gates—Will need OM input • Eliminate tailgating at Gate—Will need OM input • Technology for gate access—Will need OM input • Gate options for sidewalks—Will need OM input • Cell phone gate access for visitors—Will need OM input
Café’ Renovations	<ul style="list-style-type: none"> • Design work for café contract signed (5/4/2023)
Staffing/Organization	<ul style="list-style-type: none"> • Staff Chief(new) to be in charge of ALL communications • Need roles...Compensation & Benefits • OM Assistant & more field workers • Use professional job recruiter
Pond and Bank Plan	
Tech Strategy	
Parking Lot	4/20: Board decided not to take action on a plan at this time
Alternative Energy	
Ten Year Plan	Underway
What to do with Parcel K	

EXHIBIT 6

Date of Action Item	Action Item	Status
DISTRICT MANAGER SECTION		
12/2/2021	DM to place approved parking lot expansion plans on CDD website and provide copy to resident Bob Badger	3/28: Confirmed with DE that Board has not approved final plan that includes addt'l ADA compliance parking.
9/1/2022	DM to work with web hosting company and look into alternatives with respect to issues raised during workshop. DM working with Supervisor Flanagan on this issue.	Underway
3/2/2023	DM to ask Treasurer if BU will offer an unsecured line of credit to the District	Done
3/16/2023	DM to review source of \$50,000 for Vehicle Traffic, Speed Control Improvements that is listed in the FY 2023 Capital Plan	Done
3/16/2023	DM to contact EGIS and determine if there is a percentage increase for disaster removal that they use	
4/6/2023	OM, Amenities Manager and DM to work on E-Blast regarding parking modifications	
4/20/2023	DM to send Skye Lee's email attachments to Supervisors	4/20: Done
5/4/2023	DM to provide Board with Benefit and Salary comparison memo from 11/2022	5/5: Done
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
OPERATIONS MANAGER SECTION		
5/5/2022 & 9/1/2022	OM staff to work with VCIO to address concerns raised during workshop and to identify immediate concerns that need to be rectified; OM and Office Manager to communicate with VCIO with respect to what Board is looking for with regards to improvements in business technology over the next three years, as well as deliverables in functional areas.	Done

6/2/2022	OM is to set up a FPL energy audit for all structures in community including pumphouse.	6/9: To be scheduled
6/16/2022	OM to review walking path issue in Wild Oaks	Done
6/16/2022	OM to speak with John Lucansky for his observations regarding amenity use of parking lot/parking on street	Done
10/20/2022 & 11/3/2022	OM to work with DE with respect to retaining wall issue in the Crossings. OM to provide expected date of completion at 12/1 Board Meeting.	Done
11/3/2022	OM to obtain proposal to add handicap access button to doors at café and VC bathroom and Creekside (if needed).	Done
1/19/2023	OM to provide Board with requested call box information (what to do with respect to "open house" events and construction crews) for updated Post Orders.	
1/19/2023	OM to review storm damage on Esplanade	Done
2/2/2023	OM to consider possible restructuring of jobs/responsibilities in order to address workload issues	4/14/2023: Under Consideration
2/16/2022	OM to meet with D.E. and Louise regarding the plans and cost to fix the dog park	3/17: Underway
2/16/2022	OM to provide recommendations regarding parking issues at Creekside	Done
3/2/2023	OM to provide updated cost information to Board regarding croquet court lighting	Done
3/2/2023	OM is to provide list of any additional items (with associated costs) for improvements to gate access	4/14: Underway

3/2/2023	OM to provide pros/cons for roving patrol at 3/16 meeting	Done
3/2/2023	OM to provide DM and Chair with any unbudgeted IT/Technology items	4/14: Underway
4/6/2023	OM, Amenities Manager and DM to work on E-Blast regarding parking modifications	Done
4/6/2023	OM to inspect hedges on Waterside Parkway intersections for visibility issues	Done
4/6/2023	OM to provide proposal for upgraded call boxes	4/25: Underway
4/6/2023	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.	4/17: Per. Dr. Merrill, this information has been requested of OM office.
5/4/2023	OM to provide Board with alternative location for dog park for June 1 st workshop	
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	DISTRICT ENGINEER SECTION	
10/20/2022 & 11/3/2022	DE to work with OM with respect to retaining wall issue in the Crossings	Done
2/16/2022	D.E. to meet with Barry and Louise regarding the plans and cost to fix the dog park	4/19: Pending Board Direction
5/4/2023	D.E. to provide Board with proposal for survey to be conducted on Crossings Wall	Underway
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	BOARD SECTION	
4/6/2023	Dr. Merrill to provide verbiage for E-Blast to residents regarding cutting/maintenance around ponds	Done

4/6/2023	Dr. Merrill to send me 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.
5/4/2023	Dr. Merrill to provide verbiage for E-Blast to residents regarding Fact Finding Group	Done
5/4/2023	Dr. Merrill to provide Fact Finding Group Volunteer Form to DM	Done
4/20/2023	Chair to work with Skye Lee on details of District bank accounts	Underway
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	DISTRICT COUNSEL SECTION	
12/1/2022	District Counsel will provide draft Post Order changes at 1/19/2023 meeting	1/19/2023: Initial draft presented to Board; reviewed during 3/16 meeting
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
3/16/2023	DC to prepare a revised Code of Conduct indicating Supervisor communications with staff will go through the District Manager	On 4/20 Regular Meeting Agenda
3/16/2023	DC to provide proposed rule regarding encroachment on CDD owned property	On 4/20 Regular Meeting Agenda
3/16/2023	DC to publish RFP for Storm Debris Removal and have RFPs considered during 5/18 meeting	3/30: Done
3/16/2023	DC to send out red lined version of Post Orders to Board	3/17: Done

EXHIBIT 7

Grand Haven Community Development District

Financial Statements
(Unaudited)

Period Ending
April 30, 2023

Grand Haven CDD
Balance Sheet
April 30, 2023

	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Total</u>
BU OPERATING	\$ 2,657,681	\$ 1,318,143	\$ 3,975,824
BU DEBIT CARD	-		-
TRUIST OPERATING	15,693		15,693
SBA 161601A	7,225		7,225
BU - SAVINGS	1,923,820	-	1,923,820
IBERIA BANK MMA	-		-
ON ROLL ASSESSMENTS RECEIVABLE	174,354	38,292	212,646
ACCOUNTS RECEIVABLE	48		48
A/R WATER BILLS	-		-
DUE FROM OTHER	-	786,966	786,966
DEPOSITS	110		110
TOTAL ASSETS	<u>\$ 4,778,930</u>	<u>\$ 2,143,400</u>	<u>\$ 6,922,330</u>
<u>LIABILITIES:</u>			
ACCTS PAYABLE	\$ 62,739	\$ -	\$ 62,739
DUE TO OTHER	786,966		786,966
DEFERRED REVENUE	174,354		174,354
DEFERRED REVENUE - SRF	-	38,292	38,292
<u>FUND BALANCE:</u>			
NONSPENDABLE:			
PREPAID AND DEPOSITS	110		110
ASSIGNED:			
3 MONTH WORKING CAPITAL	945,505	356,637	1,302,142
DISASTER	750,000		750,000
FUTURE CAPITAL IMPROVEMENTS	-	1,069,910	1,069,910
UNASSIGNED:	2,059,366	678,561	2,737,928
TOTAL FUND BALANCE	3,754,871	2,105,108	5,859,980
TOTAL LIABILITIES & FUND BALANCE	<u>\$ 4,778,930</u>	<u>\$ 2,143,400</u>	<u>\$ 6,922,330</u>

No Transfers For April

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, 2022 through April 30, 2023

	Adopted Budget	Current Month	Year To Date	Variance + / (-)	% Of Budget
REVENUES					
ASSESSMENT ON-ROLL (Net)	\$ 3,738,054	\$ 62,469	\$ 3,563,700	(174,354)	95%
REUSE WATER	23,000	3,086	11,679	(11,321)	51%
GATE & AMENITY GUEST	9,000	751	6,282	(2,718)	70%
TENNIS	3,000	90	857	(2,143)	29%
ROOM RENTALS	2,000	100	1,339	(661)	67%
INTEREST & MISCELLANEOUS	20,000	2,608	9,235	(10,765)	46%
ASSESSMENT LEVY - ESCALANTE FUND	-				
TOTAL REVENUES	3,795,054	69,103	3,593,092	(201,962)	95%
EXPENDITURES					
ADMINISTRATIVE					
Supervisors - regular meetings	12,000	800	6,800	(5,200)	57%
Supervisor - workshops	9,000	800	4,800	(4,200)	53%
District Management Services				-	
District management	40,299	3,358	25,433	(14,866)	63%
Administrative	10,712	893	5,356	(5,356)	50%
Accounting	22,119	1,843	12,903	(9,216)	58%
Assessment roll preparation	9,734	811	5,678	(4,056)	58%
Disclosure report				-	
Arbitrage rebate calculation				-	
Office supplies	1,050	-	-	(1,050)	0%
Postage	3,150	-	2,972	(178)	94%
Trustee					
Audit	4,850	-	6,800	1,950	140%
Legal - general counsel	103,000	10,916	83,254	(19,746)	81%
Engineering	31,500	-	29,946	(1,554)	95%
Engineer Stormwater Analysis	5,000	-	-	(5,000)	0%
Legal advertising	5,460	145	1,184	(4,276)	22%
Bank fees	1,575	68	551	(1,024)	35%
Dues & licenses	184	-	175	(9)	95%
Property taxes	2,520	2,563	2,563	43	102%
Tax collector					
Contingencies (Property Owner Survey)	-	108	4,221	4221	100%
TOTAL ADMINISTRATIVE	262,153	22,305	192,637	\$ (69,516.29)	73%
INFORMATION AND TECHNOLOGY					
IT support	28,004	2,499	19,542	(8,462)	70%
Village Center and Creeslide telephone & fax	6,873	-	2,630	(4,243)	38%
Cable/internet-village center/creekside	10,271	1,506	9,133	(1,138)	89%
Wi-Fi for gates	5,139	-	-	(5,139)	0%
Landlines/hot spots for gates and cameras	27,720	242	1,589	(26,131)	6%
Cell phones	7,646	502	3,473	(4,173)	45%
Website hosting & development	1,591	379	1,250	(341)	79%
ADA website compliance	221		220	(1)	99%
Communications: e-blast	525	45	45	(480)	9%
TOTAL INFORMATION AND TECHNOLOGY	87,990	5,172	37,882	(50,108)	43%
INSURANCE					
Insurance: general liability & public officials	12,532	-	109,195	96,663	871%
Insurance: property	82,550	-	-	(82,550)	0%
Insurance: auto general liability	3,311	-	-	(3,311)	0%
Flood insurance	4,140	-	-	(4,140)	0%
TOTAL INSURANCE	102,533	-	109,195	6,662	106%
UTILITIES					
Electric					
Electric services - #12316, 85596, 65378	5,980	647	4,789	(1,191)	80%
Electric- Village Center - #18308	36,225	2,916	19,747	(16,478)	55%
Electric - Creekside - #87064, 70333	24,725	2,226	15,303	(9,422)	62%
Street lights ¹	23,000	2,562	16,018	(6,982)	70%
Propane - spas/café	42,630	-	20,044	(22,586)	47%
Garbage - amenity facilities	15,960	1,383	8,703	(7,257)	55%
Water/sewer					

GRAND HAVEN CDD
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period from October 1, 2022 through April 30, 2023

	Adopted Budget	Current Month	Year To Date	Variance + / (-)	% Of Budget
Water services ²	120,750	12,543	75,052	(45,698)	62%
Water - Village Center - #324043-44997	14,175	1,958	13,358	(817)	94%
Water - Creekside - #324043-45080	7,665	747	5,050	(2,615)	66%
Pump house shared facility	16,275	-	8,795	(7,480)	54%
TOTAL UTILITIES	307,385	24,982	186,860	(120,525)	61%
FIELD OPERATIONS					
Stormwater system					
Aquatic contract	54,010	4,508	31,554	(22,456)	58%
Aquatic contract: lake watch	4,280	386	2,700	(1,580)	63%
Aquatic contract: aeration maintenance	4,200	644	1,289	(2,911)	31%
Lake bank spraying	6,434	-	-	(6,434)	0%
Stormwater system repairs & maintenance	15,750	-	-	(15,750)	0%
Property maintenance					
Horticultural consultant	10,080	800	5,600	(4,480)	56%
Landscape enhancement					
Landscape repairs & replacement	21,000	3,725	8,538	(12,463)	41%
Landscape maintenance contract services	615,105	53,211	372,480	(242,625)	61%
Landscape maintenance: croquet	53,340	5,000	29,128	(24,212)	55%
Tree maintenance (Oak tree pruning)	36,750	6,400	28,800	(7,950)	78%
Optional flower rotation	21,000	-	-	(21,000)	0%
Irrigation repairs & replacement	40,000	1,274	19,350	(20,650)	48%
Roads & bridges repairs	15,750	1,562	5,414	(10,336)	34%
Sidewalk repairs & replacement			1,063		
Street light maintenance	15,750	192	640	(15,110)	4%
Vehicle repairs & maintenance	5,250	-	9,022	3,772	172%
Office supplies: field operations	14,700	552	7,467	(7,233)	51%
Holiday lights	9,450	-	3,378	(6,072)	36%
CERT operations	500	-	-	(500)	0%
Community maintenance	120,000	4,188	37,257	(82,743)	31%
Storm clean-up	27,300	-	158,810	131,510	582%
Miscellaneous contingency		2,835	24,429		
TOTAL FIELD OPERATIONS	1,090,649	85,276	746,918	(343,731)	68%
STAFF SUPPORT					
Payroll	606,564	43,276	325,693	(280,871)	54%
Merit pay/bonus	25,000	6,095	19,882	(5,118)	80%
Payroll taxes	81,635	3,311	27,790	(53,845)	34%
Health insurance	116,600	5,409	52,736	(63,864)	45%
Insurance: workers' compensation	30,000	-	12,214	(17,786)	41%
Payroll services	6,250	317	2,444	(3,806)	39%
Mileage reimbursement	16,000	715	3,838	(12,162)	24%
Vehicle Allowance	-				
TOTAL STAFF SUPPORT	882,049	59,125	444,598	(437,451)	50%
AMENITY OPERATIONS					
Amenity Management	610,570	52,686	369,201	(241,369)	60%
A/C maintenance and service	4,095	200	3,997	(98)	98%
Fitness equipment service	7,875	897	1,757	(6,118)	22%
Music licensing	3,757	-	4,020	263	107%
Pool/spa permits	919	-	-	(919)	0%
Pool chemicals	16,275	3,534	13,071	(3,204)	80%
Pest control	4,095	155	1,305	(2,790)	32%
Amenity maintenance	120,000	11,737	101,161	(18,839)	84%
Special events	10,500	-	2,895	(7,605)	28%
TOTAL AMENITY	778,086	69,208	497,408	(280,678)	64%
SECURITY					
Gate access control staffing	214,594	8,030	111,048	(103,546)	52%
Additional guards	8,400	-	-	(8,400)	0%
Guardhouse facility maintenance	16,800	1,615	3,178	(13,623)	19%
Gate communication devices	22,050	1,214	6,722	(15,328)	30%
Gate operating supplies	16,800	2,685	21,326	4,526	127%
Fire & security system	5,565	2,080	5,956	391	107%

GRAND HAVEN CDD
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period from October 1, 2022 through April 30, 2023

	Adopted Budget	Current Month	Year To Date	Variance + / (-)	% Of Budget
TOTAL SECURITY	284,209	15,625	148,230	(135,980)	52%
TOTAL EXPENDITURES	3,795,054	281,694	2,363,727	(1,431,327)	62%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES			1,229,365		
FUNDS TRANSFER EXPENSE					
FUNDS TRANSFER INCOME					
FUND BALANCE - BEGINNING			2,525,507		
FUND BALANCE ENDING			<u>3,754,871</u>		
ANALYSIS OF FUND BALANCE					
DISASTER			750,000		
3 MONTHS WORKING CAPITAL			945,505		
UNASSIGNED			2,059,366		
FUND BALANCE - ENDING			<u>\$ 3,754,871</u>		

GRAND HAVEN CDD
SPECIAL REVENUE FUND - INFRASTRUCTURE REINVESTMENT
Statement of Revenue, Expenses and Changes in Fund Balance
For the period from October 1, 2022 through April 30, 2023

	<u>Adopted Budget</u>	<u>Current Month</u>	<u>Year To Date</u>	<u>Variance + / (-)</u>	<u>% Of Budget</u>
REVENUE					
SPECIAL ASSESSMENTS - ON ROLL (NET)	\$ 820,953	\$ 13,719.42	\$ 782,661.31	\$ (38,292)	95%
DISCOUNT (ASSESSMENTS)	-	-			
INTEREST REVENUE	5,500	-	-		0%
TOTAL REVENUE	826,453	13,719	782,661.31	(43,792)	95%
EXPENDITURES					
GENERAL INFRASTRUCTURE REPLACEMENT	803,045	11,893	189,213	(613,832)	24%
TOTAL EXPENDITURES	803,045	11,893	189,213	(613,832)	24%
EXCESS OF REVENUE OVER (UNDER) EXP.	23,408	1,827	593,449		
OTHER FINANCING SOURCES (USES)					
TRANSFER OUT	-	-	\$ -		
TRANSFER IN	-	-	-		
TOTAL OTHER FINANCING SOURCES (USES)	-	-	-		
FUND BALANCE BEGINNING			\$ 1,511,659.97		
NET CHANGE IN FUND BALANCE			\$ -		
FUND BALANCE - ENDING			\$ 2,105,108.48		
Analysis of Fund Balance					
Committed: Future Capital Improvements			1,069,910		
Assigned: 3 months working capital			356,637		
Unassigned			678,561		
FUND BALANCE - ENDING			\$ 2,105,108		

EXHIBIT 8

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, April 6, 2023 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 Dr. Merrill Stass-Isern	Board Supervisor, Assistant Secretary
12 Michael Flanagan	Board Supervisor, Assistant Secretary
13 Nancy Crouch	Board Supervisor, Assistant Secretary

14 Also present were:

15 David McInnes	District Manager, Vesta District Services
16 Skye Lee (<i>via phone</i>)	Treasurer, Vesta District Services
17 Barry Kloptosky	Operations Manager
18 Vanessa Stepniak	CDD Office Manager
19 John Lucansky	Amenity Manager

20 *The following is a summary of the discussions and actions taken at the April 6, 2023 Grand Haven CDD*
21 *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 – Discussion Items**

25 A. District Account Protection - Treasurer

26 Mr. Foley introduced the topic by noting discussions with financial officers on the degrees of
27 protection on the CDD's funds at Bank United. Ms. Lee gave an explanation of the qualified public
28 depository program and standards for participation, as well as the security of funds within
29 institutions participating. Discussion ensued regarding coverage in the event of bank runs. Ms. Lee
30 additionally noted interest rates for types of accounts, commenting that funds in money market
31 accounts would remain liquid and covered under the QPD program, and that these accounts could
32 be explored if the Board so desired. Following discussion, Ms. Lee stated that she would look into
33 fee structures, noting that analysis may be necessary to determine whether maintaining minimal
34 balance to offset fees would be more appropriate than investing for returns and paying fees from
35 there. The Board additionally requested for an explanation of the positive pay fraud prevention
36 service, and Ms. Lee noted that this system prevented fraud by kicking back checks where dollar
37 amounts, check numbers, and account numbers failed to match in any instance.

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

39 A. FY 2024 Budget & Long Term Plan – continued

40 Mr. Foley summarized discussions with the District Manager regarding the budget and the long
41 term plan one-pager. Mr. McInnes noted that costs savings would come more out of capital
42 expenditures than O&M, as a significant amount of O&M expenditures were fixed contracts. Mr.
43 Kloptosky provided additional insight on staffing's impact on the capital plan projects, and shared

44 information from the design architect regarding a proposal estimate for developing conceptual
45 drawings and scope of work. Mr. McInnes noted that the Board could not approve any proposal at
46 the workshop meeting, but that this would be coming before the Board for consideration at the next
47 regular meeting.

48 In response to Supervisor questions, Mr. McInnes gave an overview of the budget approval
49 timeline, explaining that the proposed budget would be approved at the May meeting for a future
50 public hearing, and suggesting that the Board go through budget tweaks at that month's workshop.

51 *(The Board recessed the meeting at 10:51 a.m. and reconvened at 11:00 a.m.)*

52 B. Safety Issues

53 1. Exhibit 1: Pros & Cons of Roving Patrol

54 Following discussion with Mr. Kloptosky on patrol benefits and drawbacks, the Board
55 opted not to proceed with the roving patrol.

56 2. Intersection Visibility

57 Mr. Foley noted that this item pertained to Waterside Parkway in particular, and asked what
58 action if any had been decided on. Supervisor comments were made recalling that the
59 Operations Manager had previously looked into repainting the crosswalk areas with more
60 reflective material to improve visibility, and Mr. McInnes advised that a decision had been
61 made for crossbar repainting. Ms. Stepniak noted that reports of limited visibility at
62 intersections were logged in an issue sheet, and comments were heard from the Board in
63 favor of a more proactive inspection-based approach to identify issues. Additional
64 discussion ensued regarding hedge trimming schedules.

65 3. Perimeter Fencing

66 Comments were made recalling that there had previously been discussions about
67 determining costs to perform a survey that had later been decided against, and that
68 Supervisor Crouch had been in contact with the county as the fencing was on their property.
69 Ms. Crouch noted that the county still did not appear to have any intention for fencing
70 upkeep or replacement, but stated that she would be happy to continue discussions with the
71 county on the subject.

72 4. Road Inspections

73 Mr. Foley noted that inspections occurred routinely, and Mr. McInnes commented that
74 numbers had been provided by the District Engineer and incorporated into a spreadsheet
75 that had been distributed to the Board.

76 5. Gate Technology to Reduce Tailgating

77 Ms. Stepniak noted communications with the guard company and recommendations from
78 the guard company. Additional discussion ensued regarding roving guard services and
79 what they would be allowed to do and respond to.

80 6. Pedestrian & Bike Access & Restrictions

81 Mr. McInnes stated that matters relating to pedestrians and bike access/restrictions were
82 part of ongoing work with post orders that the District Counsel was involved in.

83 C. Parking Recommendation

84 Mr. Lucansky provided an overview of logged data for parking patterns, noting a correlation with
85 busy evening events and an uptick in street parking/full lots. Mr. Lucansky commented that spots
86 were commonly available during normal operations, and suggested that seasonal residents moving

87 back up north may further reduce the frequency and amount of street parking. Mr. Lucansky asked
88 for input on whether to have staff continue collecting data, and following discussion, the Board
89 suggested that this was no longer needed. Suggestions were made by Supervisors to put out
90 communications encouraging vehicles to park at the north lot and avoid street parking.

91 D. Grand Haven Master Association Update – Dr. Merrill

92 Dr. Merrill stated that she had attended a master association meeting on March 24, and noted that
93 following some discussion with the Mayor, they had suggested that an agreement between the City
94 and the CDD regarding post-storm debris cleanup would be forthcoming. The Board requested to
95 have District Counsel report on their work figuring out coordinated cleanup effort strategies at a
96 future meeting.

97 Dr. Merrill noted that the HOA had been performing lake bank inspections and sending out letters
98 based on findings. Dr. Merrill suggested that there may be an opportunity for the CDD to send out
99 a friendly eblast on recommendations to keep in compliance with relevant rules on maintaining
100 areas around ponds, and that she could draft some communications. Dr. Merrill additionally
101 outlined the HOA's efforts to increase communication with homeowners, as well as their ongoing
102 review of the contract with Southern States. Further discussion ensued regarding wildlife activity
103 in the community, with Mr. Kloptosky noting that the trapper was suggesting that the hogs may be
104 retreating to the swamp with the reduced rainfall.

105 **FIFTH ORDER OF BUSINESS – Next Meeting Quorum Check: April 20th, 9:00 AM**

- 106 • Quorum Check

107 All Board members present stated that they would be in attendance at the next meeting scheduled
108 for April 20th, which would fulfill a quorum.

109 **SIXTH ORDER OF BUSINESS – Action Items Review**

110 The action items were recorded as follows:

- 111 • Ms. Lee will provide information regarding account alternatives, as well as additional information
112 on the positive pay system.
- 113 • Ms. Lee will get in contact with Bank United for them to provide alternatives to the District's
114 accounts.
- 115 • The District Manager, Operations Manager, and Amenities Manager will collaborate on an eblast
116 regarding parking modifications.
- 117 • The Operations Manager will inspect hedges on the Waterside Parkway intersections and the tree
118 at the bridge to Esplanade for possible visibility issues.
- 119 • The CDD Office Manager will provide a proposal for upgrading call boxes.
- 120 • Dr. Merrill will provide verbiage for an eblast to be distributed to residents regarding cutting and
121 maintenance around ponds.
- 122 • Dr. Merrill will send information to the District Manager on gate technology.

123

124 Prior to adjournment, a comment was heard from an audience member about covenants, conditions,
125 and restrictions related to the conservation areas and easements.

126 **SEVENTH ORDER OF BUSINESS – Adjournment**

127 The Board adjourned the meeting, at 12:35 p.m., for the Grand Haven Community Development
128 District.

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

132 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
133 **meeting held on May 18, 2023.**

134

Signature

Signature

Printed Name

Printed Name

135 **Title:** **Secretary** **Assistant Secretary**

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

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, April 20, 2023 at 9:02 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 Nancy Crouch	Board Supervisor, Assistant Secretary
13 Michael Flanagan	Board Supervisor, Assistant Secretary
14 Dr. Merrill Stass-Isern	Board Supervisor, Assistant Secretary

15
16 Also present were:

17 David McInnes	District Manager, Vesta District Services
18 Skye Lee (<i>via phone</i>)	Treasurer, Vesta District Services
19 Lea Stokes	Vesta
20 Scott Clark	District Counsel, Clark & Albaugh, LLP
21 Barry Kloptosky	CDD Operations Manager
22 Vanessa Stepniak	CDD Office Manager
23 John Lucansky	Amenity Manager

24
25 *The following is a summary of the discussions and actions taken at the April 20, 2023 Grand Haven CDD*
26 *Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records 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 Multiple residents voiced support for adding additional community pickleball courts, and
32 potentially blocking out times where courts could be reserved.

33 **FOURTH ORDER OF BUSINESS – Presentations**

34 A. District Account Protection – continued – Skye Lee

35 Ms. Lee provided a summary of rates, insured amounts, and relative degrees of liquidity for various
36 types of account options, including ICS and money market accounts and the FDIC program.
37 Following discussion between Supervisors and the Treasurer about risk factors and District needs,
38 the Board directed for the District’s funds to be invested in an FDIC account method. Supervisor
39 comments were also heard requesting a periodic analysis of what the investments would have
40 returned with the other account options. Ms. Lee additionally responded to a question from a
41 Supervisor, explaining the current fraud control system for the CDD’s accounts.

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

43 A. District Engineer: David Sowell

44 The District Engineer was not present.

45 B. Exhibit 1: Amenity Manager: John Lucansky

46 Mr. Lucansky and Mr. Polizzi discussed communications to remind residents to always have their
47 IDs.

48 C. Operations Manager: Barry Kloptosky

49 1. Exhibit 2: Presentation of Capital Project Plan Tracker

50 Mr. Kloptosky outlined some visualization changes to the tracker, in response to
51 suggestions from the Board to increase clarity. Mr. Kloptosky acknowledged that Line Item
52 #18 for the dog park improvement project was highlighted in red due to delays in getting
53 estimates for the next step of topographical surveys for Board consideration. Mr. Kloptosky
54 additionally noted the in-house staff's completion of the first round of paver repairs, with
55 additional funding now available due to overall cost savings.

56 2. Exhibit 3: Monthly Report

57 Mr. Kloptosky presented the monthly report, noting slow section-by-section progress on
58 curb and gutter work, and a reduction in calls to the office to report hog damage. The Board
59 and Mr. Kloptosky discussed wildlife activity, distinctions between armadillo and hog
60 damage, and an alternative method for trapping hogs which had been purchased by the city
61 and installed in Wild Oaks.

62 D. Exhibit 4: District Counsel: Scott Clark

63 1. Update on MOU with City of Palm Coast

64 Mr. Clark advised that there had been no official updates that had reached the city attorney
65 regarding post-storm debris removal by Palm Coast. Mr. Kloptosky noted that the chief of
66 staff had reached out via email to inquire about setting up a meeting, and the Board
67 expressed support for moving forward with this.

68 2. Address Parking/Towing on Street Across from VC

69 Mr. Clark provided information on relevant statutes that empowered CDDs to take action
70 to tow cars from property that they owned. Mr. Clark noted that certain qualifications
71 needed to be met to create no parking zones with signage, and suggested that if locations
72 were identified, he could prepare a resolution for consideration and adoption. Mr. McInnes
73 recalled that the Board had given direction to District staff to distribute eblasts to the
74 community encouraging certain parking patterns to try to alleviate the issue as an initial
75 step. Mr. Foley suggested that this discussion continue at the next workshop meeting.

76 Mr. Clark stated that, at the Board's direction, he had produced some proposed rule changes
77 concerning the issue of encroachments on CDD property, clearing activities, and the
78 conservation easements. Mr. Clark stated that the proposed language expanded the current
79 stormwater easement obstruction rule. Discussion ensued regarding enforcement
80 mechanisms. Dr. Merrill suggested that some of the issues may potentially arise from the
81 landscaping and banks not being monitored to the degree they should be, and commented
82 that supervision and general coordination with the HOA could be looked at more in depth.

83 Mr. Clark provided an update on the post orders, noting that further revisions had been
84 made and commenting on ideas to regulate contractors claiming to be entering the
85 community for construction work purposes. Mr. Clark noted that the Association had
86 accurate information on the houses that were actually under construction and suggested
87 that coordinating to share the information would be a step forward.

88 E. District Manager: David McInnes

89 1. Exhibit 5: Meeting Matrix

90 Mr. McInnes presented the meeting matrix, noting that the Board could not take formal
91 action at the previous workshop meeting, so the parking lot item was still technically active
92 until it was voted upon.

93 2. Exhibit 6: Action Item Report

94 Mr. McInnes presented the action item report. The Board and Mr. Kloptosky discussed
95 information related to the handicap access button, with Mr. Kloptosky noting the price to
96 install and acknowledging that there were no known violations of ADA compliance at this
97 time.

98 Mr. McInnes noted that Dr. Merrill had offered to take the lead on addressing
99 communication issues.

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

101 A. Exhibit 7: Consideration for Acceptance – The March 2023 Unaudited Financial Report

102 B. Exhibit 8: Consideration for Approval – The Minutes of the Board of Supervisors Workshop
103 Meeting Held March 2, 2023

104 C. Exhibit 9: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting
105 Held March 16, 2023

106 D. Exhibit 10: Ratification of Café Design Work Proposal

107 On a MOTION by Ms. Crouch, SECONDED by Mr. Flanagan, WITH ALL IN FAVOR, the Board
108 approved all items on the Consent Agenda for the Grand Haven Community Development District.

109 *(The Board recessed the meeting at 11:15 a.m. and reconvened at 11:27 a.m.)*

110 Prior to proceeding with the Seventh Order of Business, Business Items, Mr. McInnes provided an
111 explanation of the Strongroom system for handling payments and invoices.

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

113 A. Consideration of Revised Code of Conduct

114 Mr. Clark presented the revisions to the Code of Conduct document, based on discussion at the
115 March meeting. There were no comments from the Board. Mr. Clark stated that this would be
116 written in its final form to be signed off at the next meeting.

117 B. Parking Lot Decision – John Lucansky

118 The Board discussed the favored approach to modify parking habits through communication prior
119 to taking any major action in reconfiguring lots.

120 Following discussion, Mr. McInnes noted that District Counsel had documents related to FEMA
121 reimbursements that the Board needed to sign. The Supervisors signed the documents.

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

123 A. FY 2024 Budget – continued

124 The Board and Mr. McInnes discussed the budget. Mr. Foley indicated that the Board could not
125 approve the presented budget then opt to increase the overall budget. Discussion ensued regarding
126 courses of action for potentially renegotiating major contracts, with comments made about relative
127 satisfaction with the quality of work done by certain contractors. In response to a Supervisor

128 question about the unassigned budget line, Mr. McInnes explained the contingency and projections
129 based on overall revenue and expenditures.

130 Following discussion, Mr. McInnes advised the Board that the May workshop meeting would be
131 the last opportunity to make any fine-tuning changes to the budget, as the budget approval
132 resolution would be brought before the Board for adoption at the May regular meeting. Supervisor
133 comments were heard about banking alternatives, and Mr. McInnes suggested that this was more
134 of a long-term idea, and recommending focusing in on the fiscal year budget.

135 **NINTH ORDER OF BUSINESS – Supervisors’ Requests**

136 Mr. Flanagan asked whether all the ponds were sprayed for midge flies, noting comments that the
137 ponds seemed to be blossoming this year. Ms. Stepniak noted that the blossoming was likely due
138 to the pond levels, and stated that pond treatment proposals were provided on an as-needed basis.
139 Ms. Stepniak additionally noted that costs for pond treatment varied based on the acreage of the
140 pond.

141 Dr. Merrill stated that she had prepared copies of the retention pond article that she had written,
142 and requested comments to be sent to the District Manager. Dr. Merrill added that she had taken
143 on Mr. Foley’s previous role with *The Oak Tree* Master Association newsletter. Dr. Merrill
144 additionally requested an update on the timeline for the condos, expressing concerns about the lack
145 of electricity and appliances, and the low number of workers there.

146 Mr. Polizzi noted a number of requests from different parties, including from the Sheriff’s Office
147 for a Drug Take Back Day initiative, from the president of the Riverview condos regarding pigs,
148 and from a resident suggesting that the croquet group was being unfairly treated due to facility
149 support costs. Mr. McInnes stated that he had received the croquet group-related communication,
150 and had responded noting that croquet would only get its own budget line if the Board specifically
151 directed for this to be done, which was not the case.

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

153 Mr. McInnes provided a summary of action items.

- 154 • Members of the Board will provide the District Manager with their comments on the retention pond
155 article written by Dr. Merrill by no later than the close of business day Monday.
- 156 • The District Manager will distribute documents from the Treasurer on the information that she had
157 presented on District Account Protection to the Board via email.
- 158 • The Chair and the Treasurer will work on details of bank accounts, to brief the Board at the next
159 meeting.
- 160 • The Amenity Manager will prepare an e-blast to residents about having their identification as
161 amenity users at all times, to be reviewed at the next workshop.
- 162 • Pond bank strategy discussions will be held at a future workshop.
- 163
- 164 • Next Meeting Quorum Check: May 18, 9:00 a.m.

165 All Supervisors in attendance indicated that they planned on attending the next regular meeting
166 scheduled for May 18 in person, which would constitute a quorum.

167 **ELEVENTH ORDER OF BUSINESS – Adjournment**

168 Mr. McInnes asked for final questions, comments, or corrections before requesting a motion to
169 adjourn the meeting. There being none, Dr. Merrill made a motion to adjourn the meeting.

170 On a MOTION by Dr. Merrill, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board adjourned
171 the meeting, at 1:15 p.m., for the Grand Haven Community Development District.

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

175 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
176 **meeting held on May 18, 2023.**

177
178

Signature

Signature

Printed Name

Printed Name

179 **Title:** **Secretary** **Assistant Secretary**

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

EXHIBIT 10

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Grand Haven Community Development District (“**District**”) prior to June 15, 2023, proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 17, 2023

HOUR: 5:00 P.M.

LOCATION: The Grand Haven Village Center, Grand Haven Room,
2001 Waterside Parkway, Palm Coast, Florida 32137

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Palm Coast at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and it shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 18th DAY OF MAY, 2023.

ATTEST:

**GRAND HAVEN COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A: FY 2023/2024 Proposed Annual Budget

**GRAND HAVEN CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET
GENERAL FUND**

	FY 2022 ACTUALS	FY 2023 ADOPTED	FY 2023 YTD 10/22-3/23	FY 2024 PROPOSED	VARIANCE FY23 TO FY24
1 REVENUES					
2 Assessments Levied (net of allowable discounts):					
3 Assessment Levy - General Fund	\$ 3,595,685	\$ 3,738,054	\$ 3,501,231	\$ 4,019,578	\$ 281,524
4 On Roll Excess Fees	19,640				
5 Additional Revenues:					
6 Fund Balance Forward				108,535	108,535
7 Reuse water	84,047	23,000	8,593	23,000	-
8 Gate & amenity guest	17,548	9,000	5,531	9,000	-
9 Tennis	340	3,000	767	500	(2,500)
10 Room rentals	3,443	2,000	1,239	2,000	-
11 Interest and miscellaneous	15,126	20,000	6,628	20,000	-
12 TOTAL REVENUES	3,735,829	3,795,054	3,523,990	4,182,613	387,559
13 EXPENDITURES					
14 ADMINISTRATIVE					
16 Supervisors - regular meetings	12,000	12,000	6,000	12,000	-
17 Supervisors - workshops	9,800	9,000	4,000	9,000	-
18 District Management	42,919	40,299	22,075	41,508	1,209
19 Administrative	9,533	10,712	5,356	11,033	321
20 Accounting	19,685	22,119	11,059	22,783	664
21 Assessment roll preparation	8,663	9,734	4,867	10,026	292
22 Office supplies	4,139	1,050		1,103	53
23 Postage	1,644	3,150	2,537	3,308	158
24 Audit		4,850	6,800	4,950	100
25 Legal - general counsel	98,645	103,000	72,339	106,605	3,605
26 Engineering	47,642	31,500	21,580	40,000	8,500
27 Engineer Stormwater Analysis		5,000		-	(5,000)
28 Legal advertising	4,877	5,460	1,039	5,733	273
29 Bank fees	1,485	1,575	484	1,654	79
30 Dues & licenses	175	184	175	193	9
31 Property taxes	2,087	2,520		2,646	126
32 Contingency	946	-	3,329	-	-
33 TOTAL ADMINISTRATIVE	264,241	262,153	161,638	272,542	10,389
34 INFORMATION AND TECHNOLOGY					
36 IT support	38,493	28,004	17,043	30,244	2,240
37 Village Center and Creeslide telephone & fax	6,892	6,873	2,630	7,423	550
38 Cable/internet-village center/creekside	12,986	10,271	7,627	13,500	3,229

**GRAND HAVEN CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET
GENERAL FUND**

	FY 2022 ACTUALS	FY 2023 ADOPTED	FY 2023 YTD 10/22-3/23	FY 2024 PROPOSED	VARIANCE FY23 TO FY24
39	Wi-Fi for gates	1,528	5,139	5,396	257
40	Landlines/hot spots for gates and cameras	6,908	27,720	29,106	1,386
41	Cell phones	7,815	7,646	8,028	382
42	Website hosting & development	1,965	1,591	1,670	79
43	ADA website compliance	210	221	232	11
44	Communications: e-blast	419	525	551	26
45	TOTAL INFORMATION AND TECHNOLOGY	77,216	87,990	96,150	8,160
46					
47	INSURANCE				
48	Insurance: general liability & public officials	11,935	12,532	131,034	118,502
49	Insurance: property	76,613	82,550	-	(82,550)
50	Insurance: auto general liability	3,153	3,311	-	(3,311)
51	Flood insurance		4,140	-	(4,140)
52	TOTAL INSURANCE	91,701	102,533	131,034	28,501
53					
54	UTILITIES				
55	Electric				
56	Electric services - #12316, 85596, 65378	16,834	5,980	12,630	419
57	Electric- Village Center - #18308	23,183	36,225	8,343	2,536
58	Electric - Creekside - #87064, 70333	23,780	24,725	13,077	1,731
59	Street lights ¹	23,410	23,000	13,456	1,610
60	Propane - spas/café	36,020	42,630	17,343	2,132
61	Garbage - amenity facilities	10,971	15,960	7,319	798
62	Water/sewer				
63	Water services ²	130,819	120,750	62,509	14,250
64	Water - Village Center - #324043-44997	11,882	14,175	11,400	709
65	Water - Creekside - #324043-45080	6,693	7,665	4,303	383
66	Pump house shared facility	4,362	16,275	8,795	814
67	TOTAL UTILITIES	287,954	307,385	159,177	25,382
68					
69	FIELD OPERATIONS				
70	Stormwater system				
71	Aquatic contract	55,838	54,010	27,046	5,990
72	Aquatic contract: lake watch	4,388	4,280	2,314	720
73	Aquatic contract: aeration maintenance	1,617	4,200	644	210
74	Lake bank spraying		6,434	6,756	322
75	Stormwater system repairs & maintenance	2,760	15,750	16,538	788

**GRAND HAVEN CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET
GENERAL FUND**

	FY 2022 ACTUALS	FY 2023 ADOPTED	FY 2023 YTD 10/22-3/23	FY 2024 PROPOSED	VARIANCE FY23 TO FY24
76 Property maintenance					
77 Horticultural consultant	9,600	10,080	4,000	10,584	504
78 Landscape repairs & replacement	28,754	21,000	4,813	22,050	1,050
79 Landscape maintenance contract services	585,814	615,105	319,269	696,000	80,895
80 Landscape maintenance: croquet	49,611	53,340	24,128	61,196	7,856
81 Tree maintenance (Oak tree pruning)	36,800	36,750	22,400	39,690	2,940
82 Optional flower rotation	23,127	21,000		25,000	4,000
83 Irrigation repairs & replacement	16,797	40,000	18,077	42,000	2,000
84 Roads & bridges repairs	14,077	15,750	3,358	16,538	788
85 Street light maintenance	2,507	15,750	1,063	5,000	(10,750)
86 Vehicle repairs & maintenance	9,129	5,250	448	10,000	4,750
87 Office supplies: field operations	12,087	14,700	7,217	15,435	735
88 Holiday lights	3,568	9,450	6,076	9,923	473
89 CERT operations	333	500	3,378	500	-
90 Community maintenance	79,992	120,000	30,058	145,000	25,000
91 Storm clean-up	447	27,300	158,810	28,665	1,365
92 Miscellaneous contingency	4,963	-	21,486	-	-
93 TOTAL FIELD OPERATIONS	942,207	1,090,649	654,585	1,220,285	129,636
94					
95 STAFF SUPPORT					
96 Payroll	511,895	606,564	282,416	700,000	93,436
97 Merit pay/bonus	6,029	25,000	13,787	45,000	20,000
98 Payroll taxes	38,851	81,635	24,479	50,000	(31,635)
99 Health insurance	84,233	116,600	47,327	128,260	11,660
100 Insurance: workers' compensation	12,055	30,000	12,214	30,000	-
101 Payroll services	4,982	6,250	2,127	6,250	-
102 Mileage reimbursement	5,614	16,000	3,123	10,000	(6,000)
103 Vehicle Allowance		-		-	-
104 TOTAL STAFF SUPPORT	663,658	882,049	385,473	969,510	87,461
105					
106 AMENITY OPERATIONS					
107 Amenity Management	588,786	610,570	316,516	628,887	18,317
108 A/C maintenance and service		4,095	2,047	4,300	205
109 Fitness equipment service	1,380	7,875	860	8,269	394
110 Music licensing	3,555	3,757	4,020	4,000	243
111 Pool/spa permits	875	919		965	46
112 Pool chemicals	14,997	16,275	9,537	25,440	9,165
113 Pest control	2,314	4,095	1,150	4,300	205

**GRAND HAVEN CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET
GENERAL FUND**

	FY 2022 ACTUALS	FY 2023 ADOPTED	FY 2023 YTD 10/22-3/23	FY 2024 PROPOSED	VARIANCE FY23 TO FY24
114 Amenity maintenance	196,980	120,000	79,474	150,000	30,000
115 Special events	8,993	10,500	2,895	11,025	525
116 TOTAL AMENITY	817,879	778,086	416,500	837,186	59,100
117					
118 SECURITY					
119 Gate access control staffing	207,419	214,594	94,994	225,323	10,729
120 Additional guards	2,341	8,400		8,820	420
121 Guardhouse facility maintenance	21,269	16,800	1,562	25,000	8,200
122 Gate communication devices	11,784	22,050	5,508	23,153	1,103
123 Gate operating supplies	62,568	16,800	17,770	35,000	18,200
124 Fire & security system	4,841	5,565	3,876	5,843	278
125 TOTAL SECURITY	310,222	284,209	123,711	323,139	38,930
126					
127 TOTAL EXPENDITURES	3,455,076	3,795,054	2,042,989	4,182,613	387,559
128					
129 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	280,752	-	1,481,000	-	-
130					
131 FUND BALANCE					
132 Fund Balance - Beginning - 9/30/21 AUDITED	3,961,268	2,525,505	2,525,505	2,525,505	-
133 Excess of Revenue over (under) Expenditures	280,752	-	1,481,000	-	-
134 Transfer out to establish CRF	(1,716,515)				-
135 Fund Balance Forward				(108,535)	(108,535)
136 Fund Balance - Ending	2,525,505	2,525,505	4,006,506	2,416,970	(108,535)
137					
138 Analysis of Fund Balance:					
139 Committed: Disaster	750,000	750,000	750,000	776,250	26,250
140 Committed: Future Capital Improvements					-
141 Assigned: 3 Months Operating Capital; 2.5 months beginning FY 2024	945,505	945,505	945,505	871,378	(74,127)
142 Unassigned	830,000	830,000	2,311,001	769,343	(60,658)
143 Fund Balance - Ending	2,525,505	2,525,505	4,006,506	2,416,970	(108,535)

**GRAND HAVEN CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET
CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	FY 2024 PROPOSED	SERVICE PROVIDER	COMMENS (SCOPE OF SERVICE)
REVENUES			
Additional Revenues:			
Reuse water	23,000	City of Palm Coast	
Gate & amenity guest	9,000	CDD	
Tennis	500	CDD	
Room rentals	2,000	CDD	
Interest and miscellaneous	20,000	Bank United	
Amenity activity share	-	Vesta Property Services	
Insurance proceeds	-	N/A	
Grant	-	N/A	
State reimbursement - Hurricane	-	N/A	
TOTAL ADDITIONAL REVENUES	54,500		
EXPENDITURES			
ADMINISTRATIVE			
Supervisors - regular meetings	12,000	CDD	Florida Statute, Chapter 190.006(8) sets a \$200 per Supervisor for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year per Supervisor. The District anticipates 12 meetings and 10 workshops
Supervisors - workshops	9,000	CDD	
District Management	41,508	Vesta District Services	Florida Statute, Chapter 190.007(1) states that the Board shall employ and fix the compensation of a District Manager. The District Manager shall have charge and supervision of the works of the District. The District entered into an agreement with DPF-G-MC a wholly owned subsidiary of Vesta Property Services, Inc., for district management services on August 8, 2021, which remains in effect until such a time as either party terminates the agreement. The following services are provided under the District Management Agreement in addition to the District Management
Administrative	11,033	Vesta District Services	DPFG provides administrative services to the District under the management services agreement. These services include preparation of meeting agenda and minutes, coordinating postings on the website, records retention, responding to resident requests and complying with all regulatory requirements involving District activities.
Accounting	22,783	Vesta District Services	DPFG provides budget preparation and financial reporting, cash management, revenue reporting and accounts payable functions.
Assessment roll preparation	10,026	Vesta District Services	DPFG provides assessment roll services, which include preparing, maintaining and transmitting the annual roll with the annual special assessment amounts for the operating, maintenance and capital assessments.
Office supplies	1,103	N/A	Office supplies used by the District Management company for the sole purpose of the District, billed annually in accordance with the adopted budget
Postage	3,308	N/A	Postage for mailings, including the annual 197 letters to residents related to the annual assessments and public hearings
Audit	4,950	DiBartolomeo	The District is required to have an independent examination of its financial accounting, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General. An Independent Auditor is selected through a RFP process.
Legal - general counsel	106,605	Clark & Albaugh	Clark & Albaugh, LLP. provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.

**GRAND HAVEN CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET
CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	FY 2024 PROPOSED	SERVICE PROVIDER	COMMENTS (SCOPE OF SERVICE)
27 Engineering	40,000	Kimley-Horn	The District has engaged DRMP, a District Engineering firm to provide engineering, consulting and construction services to the District while crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.
28 Engineer Stormwater Analysis	-	Kimley-Horn	
29 Legal advertising	5,733	CDD	Per Florida Statutes, the District advertises for all meetings, workshops, public hearings and public bids. These advertisements are to be in a newspaper of general circulation in the area in which the CDD is located.
30 Bank fees	1,654	Bank United	The District pays fees to various financial institutions for its bank accounts.
31 Dues & licenses	193	DEO	The District pays an annual registration fee to the State of Florida to fund the administration of the Uniform Special District Accountability Act.
32 Property taxes	2,646	Flagler County	
33 Tax collector	-	Flagler County	The District pays a fee to the Flagler County Tax Collector for the collection and disbursement of its annual assessment.
34 Contingency	-	N/A	
35 TOTAL ADMINISTRATIVE	272,542		
36			
37 INFORMATION AND TECHNOLOGY			
38 IT support	30,244	Celera	The District contracts with Celera I.T. Services, Inc. for technology services in the District offices.
39 Village Center and Creekside telephone & fax	7,423	NetFortis	The District contracts with Fidelity for phone and fax service at the Village Center
40 Cable/internet-village center/creekside	13,500	Spectrum	The District contracts with Spectrum for Village Center and Creekside Cable TV and for Creekside Internet.
41 Wi-Fi for gates	5,396	Spectrum	The District contracts with Spectrum for WiFi service for these three gates
42 Landlines/hot spots for gates and cameras	29,106	AT&T	The District contracts with AT&T for landline service/hot spot for the gates and cameras
43 Cell phones	8,028	T-Mobile	The District contracts with T-Mobile for cell phone service
44 Website hosting & development	1,670	Campus Suite	The District contracts with Campus Suite to produce and maintain the District's website which is required by the State of Florida. Includes IT support, security tools, email, quarterly technology alignment and vCIO reviews, roadmap, password manager, security awareness training, 24/7 security operations center etc.
45 ADA website compliance	232	Campus Suite	The District contracts with Campus Suite to ensure the District's website is ADA compliant
46 Communications: e-blast	551	Constant Contact	E-Blasts are sent out by CDD office as a means of communications with residents. Provide is Constant Contact. There is no formal contract for this service
47 TOTAL INFORMATION AND TECHNOLOGY	96,150		
48			
49 INSURANCE			
50 Insurance: general liability & public officials	131,034	FIA	The District obtains general liability and public officials insurance
51 Insurance: property	-	FIA	The District incurs expenses for property insurance
52 Insurance: auto general liability	-	FIA	The District incurs expenses for automobile general liability insurance
53 Flood insurance	-	FIA	The District incurs expenses for flood insurance
54 TOTAL INSURANCE	131,034		
55			
56 UTILITIES			
57 Electric		FPL	
58 Electric services - #12316, 85596, 65378	6,399	FPL	
59 Electric- Village Center - #18308	38,761	FPL	
60 Electric - Creekside - #87064, 70333	26,456	FPL	
61 Street lights ¹	24,610	FPL	

**GRAND HAVEN CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET
CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	FY 2024 PROPOSED	SERVICE PROVIDER	COMMENTS (SCOPE OF SERVICE)
62 Propane - spas/café	44,762	Amerigas	The District has a contract with Amerigas to provide propane gas to the spas and café.
63 Garbage - amenity facilities	16,758	Waste Management	The District has a contract with Waste Pro for garbage service at both Village Center and Creekside
64 Water/sewer		City of Palm Coast	
65 Water services ²	135,000	City of Palm Coast	
66 Water - Village Center - #324043-44997	14,884	City of Palm Coast	
67 Water - Creekside - #324043-45080	8,048	City of Palm Coast	
68 Pump house shared facility	17,089	Escalante/CDD	
69 TOTAL UTILITIES	332,767		
70			
71 FIELD OPERATIONS			
72 Stormwater system			
73 Aquatic contract	60,000	Solitude	The District has a waterway management contract with SOLitude Lake Management
74 Aquatic contract: lake watch	5,000	Solitude	The District has a contract with SOLitude Lake Management
75 Aquatic contract: aeration maintenance	4,410	Solitude	The District has a maintenance contract with SOLitude Lake Management
76 Lake bank spraying	6,756	Solitude	The District has a contract with SOLitude Lake Management
77 Stormwater system repairs & maintenance	16,538	N/A	
78 Property maintenance			
79 Horticultural consultant	10,584	Louise Leister	The District has a contract with a horticulturalist to provide professional services regarding tree management within the community
80 Landscape repairs & replacement	22,050	N/A	
81 Landscape maintenance contract services	696,000	VerdeGo	The District has a contract with Verdego LLC to provide landscape maintenance services throughout the community. Contract expires on 9/30/2022 but can auto renew under terms for FY 2022.
82 Landscape maintenance: croquet	61,196	Yellowstone	The District will incur expenses with landscape maintenance specifically for croquet court
83 Tree maintenance (Oak tree pruning)	39,690	Shaw Tree	The District will incur expenses for oak tree pruning
84 Optional flower rotation	25,000	VerdeGo	The District will incur expenses for optional flower rotation
85 Irrigation repairs & replacement	42,000	VerdeGo	The District will incur expenses for irrigation repairs and replacements
86 Roads & bridges repairs	16,538	N/A	The District will incur expenses for roads and bridge repair
87 Street light maintenance	5,000	N/A	The District will incur expenses for street light maintenance
88 Vehicle repairs & maintenance	10,000	N/A	The District will incur expenses for vehicle repair and maintenance. This includes gas as well as repair and maintenance.
89 Office supplies: field operations	15,435	N/A	The District will incur expenses for office supplies for field operations staff (such as paper, printers, printer ink, pens, batteries, battery backups, computer accessories, office furniture, folders, cell phones, note pads, laptops, computers, etc.)
90 Holiday lights	9,923	N/A	The District will incur expenses for annual holiday light displays
91 CERT operations	500	N/A	The District may incur expenses for Community Emergency Response Team to educate volunteers about disaster preparedness
92 Community maintenance	145,000	N/A	The District will incur expenses for community maintenance (street signs, benches, garbage cans, power washing equipment, tools, camera repairs, bridge and pier repairs, mailbox maintenance/repairs, pond bank repairs, sidewalks, crosswalks, curb and gutters, bulkhead repairs/maintenance).
93 Storm clean-up	28,665	N/A	The District may incur expenses for storm clean-up. This is typically done by landscape company but is for more than their standard contract.
94 Miscellaneous contingency	-	N/A	
95 TOTAL FIELD OPERATIONS	1,220,285		
96			
97 STAFF SUPPORT			

**GRAND HAVEN CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET
CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	FY 2024 PROPOSED	SERVICE PROVIDER	COMMENTS (SCOPE OF SERVICE)
98 Payroll	700,000	CDD Staff	The District has 12 full time employees
99 Merit pay/bonus	45,000	CDD Staff	The District provides a Board approved merit pay/bonus program for eligible employees
100 Payroll taxes	50,000	CDD Staff	As an employer, the District is required to pay this tax
101 Health insurance	128,260	CDD Staff	The District provides health insurance for eligible employees
102 Insurance: workers' compensation	30,000	CDD Staff	Premium for worker's compensation coverage which is required by Florida Statutes premium for eligible employees
103 Payroll services	6,250	CDD Staff	As an employer, the District is required to pay this tax
104 Mileage reimbursement	10,000	CDD Staff	The District pays a per mile reimbursement to employees when personal vehicles are used for District business
105 Vehicle Allowance	-	CDD Staff	
106 TOTAL STAFF SUPPORT	969,510		
107			
108 AMENITY OPERATIONS			
109 Amenity Management	628,887	Vesta Property Services	The District has a contract with Vesta Property Services for management of all amenities which expires on 9/30/2024.
110 A/C maintenance and service	4,300	Sunshine State Heating and Air	The District will incur expenses for annual air conditioner maintenance and service
111 Fitness equipment service	8,269	Lloyd's Fitness	The District will incur expenses for annual fitness equipment service
112 Music licensing	4,000	Sesac	The District will incur expenses for use music
113 Pool/spa permits	965	FDOH	The District will incur expenses for annual permits
114 Pool chemicals	25,440	Poolsure	The District will incur expenses for chemicals to treat the pool
115 Pest control	4,300	Massey	The District will incur expenses for pest control in facilities
116 Amenity maintenance	150,000	N/A	The District will incur expenses for amenity maintenance --normally items that are underbudgeted (e.g. spa heater at Creekside; oven at the café, outdoor audio speaker at Village Center)
117 Special events	11,025	N/A	The District will incur expenses for special events throughout the year
118 TOTAL AMENITY	837,186		
119			
120 SECURITY			
121 Gate access control staffing	225,323	Security Solutions of America	The District pays for staffing of guards at certain gates within the community
122 Additional guards	8,820	Security Solutions of America	The District budgets for additional guards if the need arises
123 Guardhouse facility maintenance	25,000	N/A	The District will incur expenses for the on-going maintenance of the guardhouses
124 Gate communication devices	23,153	N/A	The District purchases "clickers" for resident's purchase
125 Gate operating supplies	35,000	N/A	The District pays for card readers, gate arms, control boards, motors, loop detectors and keypads
126 Fire & security system	5,843	Daytona Fire & Safety	The District pays for inspections and repairs to the fire suppression systems
127 TOTAL SECURITY	323,139		

**GRAND HAVEN CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET
CAPITAL RESERVE FUND (CRF)**

	FY 2022 ACTUALS	FY 2023 ADOPTED	FY 2023 YTD (10/22-3/23)	FY 2024 PROPOSED	VARIANCE FY23 TO FY24
REVENUES					
1 ¹ Assessment Levy: Capital Reserve Fund	\$ 788,027	\$ 820,953	\$ 768,942	\$ 886,629	\$ 65,676
2 On Roll Excess Fees	4,304			-	-
3 Interest & Miscellaneous		5,500		-	(5,500)
4 TOTAL REVENUES	792,331	826,453	768,942	886,629	60,176
EXPENDITURES					
6 Infrastructure Reinvestment					
8 Capital Improvement Plan (CIP)	997,186	803,045	177,320	867,027	63,982
9 TOTAL EXPENDITURES	997,186	803,045	177,320	867,027	63,982
11 EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(204,855)	23,408	591,622	19,602	(3,805)
OTHER FINANCING SOURCES & USES					
14 Transfer In From GF	1,716,515	-		-	-
15 TOTAL OTHER FINANCING SOURCES & USES	1,716,515	-	-	-	-
17 NET CHANGE IN FUND BALANCE	1,511,660	23,408	591,622	19,602	(3,805)
FUND BALANCE					
20 Fund Balance - Beginning	-	1,426,546	1,511,660	1,449,954	23,408
21 Net Change in Fund Balance	1,511,660	23,408	591,622	19,602	(3,805)
22 FUND BALANCE - ENDING	1,511,660	1,449,954	2,103,281	1,469,556	19,602
24 ANALYSIS OF FUND BALANCE:					
25 Committed: Future Capital Improvements	1,069,910	1,069,910	1,069,910	1,069,910	-
26 Assigned: 3 months working capital	356,637	356,637	356,637	356,637	-
27 Unassigned	85,113	23,407	676,734	43,009	19,602
28 FUND BALANCE - ENDING	1,511,660	1,449,954	2,103,281	1,426,547	-

**GRAND HAVEN CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET
CAPITAL IMPROVEMENT PLAN (CIP)**

	DESCRIPTION	FY 2024 PROPOSED PROPOSED
	CAPITAL PROJECTS	
1	Scanners	5,065
2	Gate & Gate Operator - Replacement	12,155
3	Concrete Curb and Gutter Replacement	150,723
4	Concrete Replacement	50,565
5	Firewise Projects	30,874
6	Road Repairs	30,388
7	Camera and DVR Replacement	10,940
8	Light Pole & Fixture - Replacement (estimated 5 poles)	30,874
9	Pond Bank Erosion Issues	37,086
10	Roof	30,006
11	Circle Repair	30,006
12	Furniture, Outdoor - Clubhouse/Tiki/Pool ((CAC))	28,138
13	Maint, Utility Vehicle, Golf Cart	18,000
14	Drinking Fountain, Outdoor - North Gatehouse	2,500
15	Finish, Tile Floor - Clubhouse (CAC) Patio	56,275
16	Architect, Café Renovation, 1 X - (VC)	56,275
17	Basketball Court Resurfacing, Asphalt Base - (CAC)	7,500
18	Basketball Court Resurfacing, Asphalt Base - Wild Oaks	6,000
19	Lake Aerator (Annual)	37,918
20	Landscape Enhancements-Annual Reinvestment	56,275
21	Refurbishment Allowance - Monument and Mailbox	16,882
22	Shelter Frame, Replace - Creekside	8,000
23	Pool Finish, Exposed Aggregate & Tile Trim	77,435
24	Spa Equipment, Heater, Gas - (VC)	10,130
25	Street Signs and Poles, Replacement	5,000
26	Tennis Court Resurfacing, Clay - (VC) Courts 1-7	45,000
27	Server	17,018
28	TOTAL CAPITAL PROJECTS	\$ 867,027

**GRAND HAVEN CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET
ASSESSMENT ALLOCATION**

OPERATIONS & MAINTENANCE (O&M)

NET O&M BUDGET	\$4,019,578
COUNTY COLLECTION COSTS	\$85,523
EARLY PAYMENT DISCOUNT	\$171,046
GROSS O&M ASSESSMENT	\$4,276,147

CAPITAL RESERVE FUND (CRF)

NET CAPITAL RESERVE FUND	\$886,629
COUNTY COLLECTION COSTS	\$18,864
EARLY PAYMENT DISCOUNT	\$37,729
GROSS CRF ASSESSMENT	\$943,223

ALLOCATION OF O&M ASSESSMENT

UNIT TYPE	UNIT COUNT	ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL O&M	O&M PER UNIT
SINGLE LOT AND OCCUPIED CONDOS	1837	1.0	1837.0	96.14%	\$4,111,206	\$2,238
DOUBLE LOT	5	2.0	10.0	0.52%	\$22,380	\$4,476
UNFINISHED CONDOS	2	24.0	48.0	2.51%	\$107,424	\$53,712
ESCALANTE	1	15.7	15.7	0.82%	\$35,137	\$35,137
	<u>1845</u>		<u>1910.7</u>	<u>100.00%</u>	<u>\$4,276,147</u>	

ALLOCATION OF CAPITAL RESERVE ASSESSMENT

ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	CAPITAL RESERVE FUND	CRF PER UNIT
1.0	1837.0	96.14%	\$906,840	\$494
2.0	10.0	0.52%	\$4,937	\$987
24.0	48.0	2.51%	\$23,695	\$11,848
15.7	15.7	0.82%	\$7,750	\$7,750
	<u>1910.7</u>	<u>100.00%</u>	<u>\$943,223</u>	

O&M VARIANCE

FY 2022-2023	\$3,738,054
FY 2023-2024	\$4,019,578
VARIANCE	\$281,524

CRF VARIANCE

FY 2022-2023	\$820,953
FY 2023-2024	\$886,629
VARIANCE	\$65,676

O&M ASSESSMENT PER UNIT VARIANCE

UNIT TYPE	FY 2023 O&M PER UNIT	FY 2024 O&M PER UNIT	VARIANCE PER UNIT	VARIANCE PER MONTH
SINGLE LOT AND OCCUPIED CONDOS	\$2,081.25	\$2,238.00	\$156.75	\$13.06
DOUBLE LOT	\$4,162.51	\$4,476.00	\$313.49	\$26.12
UNFINISHED CONDOS	\$49,950.11	\$53,712.00	\$3,761.89	\$313.49
ESCALANTE	\$32,675.70	\$35,136.60	\$2,460.90	\$205.08

CRF ASSESSMENT PER UNIT VARIANCE

UNIT TYPE	FY 2023 CRF PER UNIT	FY 2024 CRF PER UNIT	VARIANCE PER UNIT	VARIANCE PER MONTH
SINGLE LOT AND OCCUPIED CONDOS	\$457.09	\$493.65	\$36.57	\$3.05
DOUBLE LOT	\$914.17	\$987.31	\$73.13	\$6.09
UNFINISHED CONDOS	\$10,970.06	\$11,847.67	\$877.61	\$73.13
ESCALANTE	\$7,176.25	\$7,750.35	\$574.10	\$47.84

TOTAL ASSESSMENT PER UNIT VARIANCE

UNIT TYPE	FY 2023 TOTAL PER UNIT	FY 2024 TOTAL PER UNIT	VARIANCE PER UNIT	VARIANCE PER MONTH
SINGLE LOT AND OCCUPIED CONDOS	\$2,538.34	\$2,731.65	\$193.31	\$16.11
DOUBLE LOT	\$5,076.68	\$5,463.31	\$386.62	\$32.22
UNFINISHED CONDOS	\$60,920.18	\$65,559.67	\$4,639.50	\$386.62
ESCALANTE	\$39,851.95	\$42,886.95	\$3,035.00	\$252.92

EXHIBIT 11

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS CODE OF CONDUCT

IN PUBLIC ADVERTISED MEETINGS AND WORKSHOPS

Use Formal Titles

The Board should refer to one another formally during public meetings as Chairman or Supervisor, followed by the individual's last name.

Practice Civility & Decorum in Discussions & Debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Board Members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

Honor the Role of the Chair in Maintaining Order

It is the responsibility of the Chair to keep the command of Board Members on track during public meetings. Board Members should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

Avoid Personal Comments that Could Offend Other Board Members

If a Board and/or Staff Member is personally offended by the remarks of another Board Member, the offended Board and/or Staff Member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Board Member to justify or apologize for the language used. The Chair will maintain control of this discussion.

Demonstrate Effective Problem-Solving Approaches

Board Members have a public stage to show how individuals with different points of view can find common ground and seek a compromise that benefits the community as a whole.

BOARD CONDUCT WITH DISTRICT STAFF

Governance of a District relies on the cooperative efforts of elected officials, who set policy, and District staff, who implement and administer the Board's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

Treat All Staff as Professionals

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

Limit Contact to Specific District Staff

Questions of District staff and/or requests for additional background information should be directed only to the District Manager.. Staff members shall have the specific right to decline response to communications which violate this policy.

Requests for follow-up or directions to staff should be made only through the District Manager when appropriate. When in doubt about what staff contact is appropriate, Board Members should ask the District Manager for direction. Materials supplied to Board Members in response to a request will be made available to all members of the Board so that all have equal access to information.

Do Not Disrupt District Staff from Their Job

Board Members should not disrupt District staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.

Never Publicly Criticize an Individual Employee

Board Members should never express concerns about the performance of a District employee in public, or to the employee directly. Comments about staff performance should only be made to the District Manager or the Field Operations Manager, as is appropriate, through private correspondence or conversation.

Do Not Get Involved in Administrative Functions

Board Members must not attempt to influence District staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of District licenses and permits. Board Members shall not direct or attempt to direct the activities of staff or vendors while performing their jobs. Any request that relates to the performance of staff or a vendor should be made through the District Manager.

Check with District Staff on Correspondence Before Taking Action

Before sending correspondence, Board Members should check with the District Manager to see if any official District response has already been sent or is in progress.

Do Not Attend Meetings with District Staff Unless Requested by Staff and approved by the Board.

Even if the Board Member does not say anything, the Board Member's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

Limit Requests for Staff Support

Requests for additional staff support - even in high priority or emergency situations - should be made to the District Manager who is responsible for allocating District resources in order to maintain a professional, well-run District government.

Do Not Solicit Political Support from Staff

Board Members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc. from District staff. District staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

No Social Media Postings

Executed this ____ day of May, 2023

KEVIN FOLEY

JOHN POLIZZI

DR. MERRILL STASS-ISERN

MICHAEL FLANAGAN

NANCY CROUCH

EXHIBIT 12



Kaiti Lenhart ★ FLAGLER COUNTY SUPERVISOR OF ELECTIONS

1769 E. Moody Boulevard, Building 2, Suite 101 ★ PO Box 901 ★ Bunnell, Florida 32110-0901 Phone
(386) 313-4170 ★ Fax (386) 313-4171 ★ www.FlaglerElections.gov

April 19, 2023

Jacquelyn “Jackie” Leger
Senior Administrator
Grand Haven CDD
250 International Pkwy, Ste 208
Lake Mary, Florida 32746

RE: CDD Registered Voters

Dear Jacquelyn “Jackie” Leger:

Per your request, in accordance with the requirements of Chapter 190(3)(a)(d), the total number of registered voters for Grand Haven Community Development District as of April 15, 2023 is **2986**.

If you have any questions or require any further assistance, please contact this office.

Thank you,

Kaiti Lenhart
Supervisor of Elections

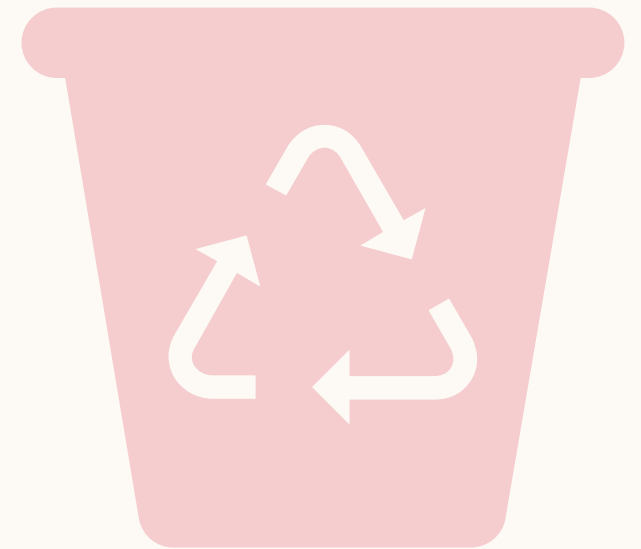
EXHIBIT 13

RESIDENTIAL COLLECTIONS

Collections and
Sanitations Division
City of Palm Coast

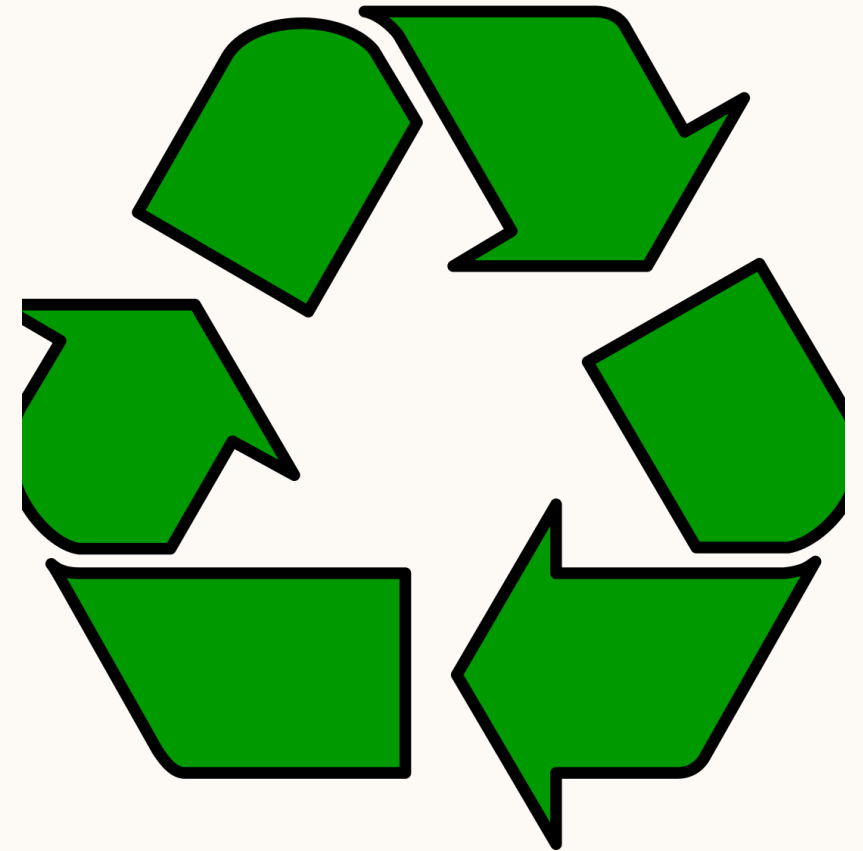
AGENDA

- Introductions
- Recycling
- Yard Waste
- Bulk Items
- Implementation of New Contract
- Storm Debris
- Helpful Reminders



RECYCLING

- Recycling must be in containers clearly labeled for recycling. As long as container is clearly labeled, the hauler will collect.
- The succeeding hauler on 6/1 will collect any recycling marked in a receptacle up to 18 gallons. New bins can be requested for old/damaged ones, and they must remain at the residence.
- Recycling does not need to be separated. All recycling is loaded into one truck and separated at a hauler facility. Please be sure to only place clean recyclable items into bins.



YARD WASTE

- Yard waste is limited to a single pile per household, not exceeding 2 cubic yards in size.
- 3' wide by 3' tall by 6' long. No single item can exceed 5' in length or 6" in diameter.
- If the pile exceeds the limit, none of the items will be removed.
- Black bags are allowed, but we discourage using them. The 2 cubic yards limit **INCLUDES** bags.

BULK ITEMS & WHITE GOODS

- Bulk items are collected 2nd day of weekly pickup schedule
- Items such as kitchen appliances and washer/dryers are considered white goods.
- Dishwashers can be placed out for normal bulk as they are made of mostly plastic
- White goods must be scheduled for pickup by contacting Customer Service or Palm Coast Connect.



FCC: SUMMER 2023

FAQ



Will My Service Days Change?

City staff and FCC have coordinated to ensure the majority of residents' service/ pick-up days remain the same. However, it is important to remember residents have a scheduled day of service not time. Services may be completed anytime between 6am-6pm. Any service day changes will be relayed to effected residents.



Will I Need a New Recycling Bin, or Return My Old One?

No. Existing bins belong to the residence and should remain at those locations. FCC will service all existing bins.



What is the cost for service?

The rate will be \$32.32, billed through your monthly utility statement.



Will Cans Be Provided?

No. Trash receptacles are to be purchased by the resident. The container should be between 10-35 gallons, not exceeding 60lbs in weight at time of removal. Up to 4 receptacles may be set out on your service day. Residents have 2 service collection dates on a weekly basis. Service day #1 collects normal household waste. Service day #2 collects normal waste and bulk items less than 3 cubic yards.



What will change?

The color of the trucks, FCC's equipment will be white.



[Upcoming Contract](#)

STORM DEBRIS

Regular Contractor

- The regular Residential Collection Contractor will remove up to two cubic yards of debris each Wednesday throughout the year.
- The total pile size shall not exceed 2 cubic yards with individual items not exceeding 5 feet in length or 6 inches in diameter.
- If the pile (or items) is above these limitations, the contractor will leave and tag the pile oversize, which may result in additional payment being required.

Storm Event: City Maintained Streets

- Depending on the severity of the storm/ incident, the City may choose to either remove debris on publicly maintained roadways.

OR

- If the damage to the area warrants, a contractor may be brought in. A Master Services Agreement for Disaster Debris Removal is on hand, need it be activated.

Storm Event: Privately Maintained Areas

- Debris removal from privately maintained areas is the responsibility of the property owner and is usually ineligible under the Public Assistance Program. Such entities should be prepared for removal of debris following a storm; this may be a private landscaper or contractor. A specialty budget or Emergency Action Plan may need to be implemented by the maintenance authority.
- If the City activates the MSA, a ROE may be utilized for the contractor to be in those Non-Publicly Maintained areas.

QUESTIONS?



EXHIBIT 14

DISASTER DEBRIS REMOVAL STAND-BY AGREEMENT

THIS STAND-BY AGREEMENT (Agreement") is made and entered into as of August 17, 2017, by and between:

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell & Associates LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"), and

4 C'S TRUCKING & EXCAVATION, INC., a Florida corporation, whose address is 331 Sawgrass Road, Bunnell, Florida 32110 ("Contractor").

WHEREAS, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District has or may have, from time-to-time, need for the emergency removal of storm-generated or disaster generated debris; and

WHEREAS, the District has duly published its Request for Proposal seeking proposals from qualified firms to perform, upon District's request, emergency removal of storm-generated or disaster generated debris ("RFP No. 2017-01"), a copy of which is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the services to be provided under this Agreement are described and defined in the section of RFP No. 2017-01 titled "Performance of Services" and shall be referred to herein as the "Work;" and

WHEREAS, the District received multiple responses to RFP No. 2017-01, all of which were reviewed and evaluated based upon the selection criteria set forth in RFP No. 2017-01 ("Selection Criteria"); and

WHEREAS, the Contractor is duly licensed to perform the Emergency Services and did timely submit to the District a proposal responsive to RFP 2017-01 ("4C Proposal"), a copy of which is attached hereto as Exhibit "B" and incorporated herein; and

WHEREAS, the District deemed the 4C Proposal to be the most advantageous to the District; and

WHEREAS, at a regular meeting of the District's Board of Supervisors held on July 20, 2017, the District considered and approved the acceptance of the 4C Proposal.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Recitals. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

2. Scope of Work. This Agreement is for the removal from the District's property of such debris resulting from a storm or other natural disaster occurring during the term hereof as the District may request. It is the intent of this Agreement that, upon said request, Contractor shall provide equipment and personnel to clean up demolish and remove specifically designated hazards to life and property within the Property in accordance with RFP No. 2017-01. The Work to be performed will be determined by the District and will be limited to: 1) that which the District determines to be in the interest of public safety; and 2) that which the District considers essential to the economic recovery of the affected area. The Work shall consist of cleanup or demolition and removal as directed by the District.

A. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

B. Contractor shall report to the District Manager or his designee.

C. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete the Work in accordance with the conditions and prices as stated herein.

D. Contractor shall furnish all tools, equipment, materials and supplies and to do all the work associated with the Project in a first-class, substantial and workmanlike manner.

E. Contractor is responsible for pulling and paying for any necessary permits associated with this Agreement.

F. Contractor shall perform all the work and labor pursuant to this Agreement.

G. Contractor will be held responsible for and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

H. The Contractor shall deliver to the District fully executed Payment and Performance Bonds in an amount to be determined by the District at the time it issues a Notice to Proceed. The District will reimburse the Contractor for the costs of the bonds.

I. The Work shall be subject to a Cost Ceiling in an amount to be determined by the District at the time it issues a Notice to Proceed.

3. Schedule of Work. Time is of the essence for this Agreement. The Work to be performed under this Agreement shall commence upon the District's issuance to Contractor of a Notice to Proceed (NTP), whereupon the District shall conduct and Contractor shall attend a mandatory pre-event meeting. Within 48 hours of receipt of a NTP, Contractor shall make all necessary arrangements to mobilize a minimum of 50% of the required resources; within 96 hours of receipt of a NTP, Contractor shall make all necessary arrangements to mobilize 100% of the

required resources. Maximum allowable time for completion will be 30 calendar days, unless the District initiates additions to the Work by written change order. All Work performed under this Agreement, including changes, will be compensated in accordance with the Proposal attached hereto as Exhibit "B."

4. Contract Price. Contractor will be compensated in accordance with the Proposal attached hereto as Exhibit "B" (the "Contract Sum") to be paid not more than thirty (30) days after completion and acceptance of the Scope of Work. Invoices shall be generated from the Contractor and delivered to the District as work progresses. No invoice shall be for a period of time exceeding thirty days, and invoices shall be accompanied by with sufficient documentation to support the charges reflected in the invoice (such as truck tickets and time logs for matters billed on a time basis). Final Payment will not be made until Contractor produces a final contractor's affidavit and final lien waivers as required by Florida Statutes Chapter 713. By executing the Agreement, Contractor covenants, represents and warrants that it has had ample opportunity to, and by careful examination has, satisfied itself as to the nature and location of the Work, the conditions of the site, the character, quality and quantity of the materials to be encountered, the soil, subsoil and subsurface condition of the site, the equipment and facilities needed preliminary to and during the prosecution and completion of the Work, the general and local conditions, including weather, and all other matters whatsoever which can or could in any way affect the Work, and has, as necessary, consulted with the District or District's consultants as Contractor, in its expertise, deemed necessary to obtain any and all clarifications necessary to establish the Contract Sum and the time for performance of the Work.

5. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

6. Term. The initial term of this Agreement shall commence upon execution of this Contract and shall extend for an initial term of one year, unless sooner cancelled in accordance with this Agreement or unless extended pursuant to the terms hereof. Unless the Agreement has been cancelled pursuant to Paragraph 9, below, this Agreement shall be deemed to be a Continuing Contract, and shall automatically extend for an additional twelve-month term at the expiration of the initial term.

A. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the Contract sum payable by the District to the Contractor, specific additional consideration in the amount of Ten and no/100 Dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the full intention of District and Contractor that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statute.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in paragraph 11 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

C. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

D. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

7. Enforcement. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

8. Recovery of Costs and Fees. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred including reasonable attorneys' fees (and paralegal fees) and costs whether incurred prior to, during, or post litigation, appeal, or through alternative dispute resolution.

9. Cancellation. The District shall also have the right to cancel this Agreement at any time upon twenty-four (24) hours written notice due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason.

10. Insurance. The Contractor shall maintain the following insurance coverage's during the execution of this Project:

- Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence; and
- Workers Compensation Insurance applicable to Contractor's employees for statutory coverage limits in compliance with Florida laws; and
- Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each accident, and with property damage limits of not less than \$1,000,000 for each accident; and
- Excess Liability Insurance with limits of not less than \$5,000,000 for each occurrence and annual aggregate.

The District shall be named as the Insurance Certificate Holder and shall be an additional named insured on all policies of liability insurance. Further, all policies of insurance must be endorsed to provide the District with a 30-day notice of cancellation or restriction. New certificates and new

certified copies of policies, if requested, shall be provided to the District whenever any policy is renewed, revised, or obtained from other insurers. The address where such certificates and certified policies (if requested) shall be sent or delivered is:

Barry Kloptosky, Operations Manager
Grand Haven Community Development District
2 North Village Parkway
Palm Coast, FL 32137
Phone: (386) 447-1888
Fax: (386) 447-1131
email: Bkloptosky@ghcdd.com

11. Changes in the Work.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the Scope of Work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the Scope of Work is complete.

D. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by the act or omission of any other party other than the Contractor, his agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

E. NO MONETARY DAMAGES SHALL BE CLAIMED OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY DELAY IN THE PROJECT CAUSED BY AN ACT OR OMISSION OF THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES. CONTRACTOR ACKNOWLEDGES THIS LIMITATION ON RECOVERY AND ASSUMES ALL MONETARY RISK ASSOCIATED WITH THIS LIMITATION.

F. Failure on the part of Contractor to timely process a request for an extension of time to complete the Scope of Work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

G. All requests for extension of time to complete the Scope of Work shall be made in writing to the District.

12. District's Obligations. The District's representative(s) shall furnish all information, documents, and utility locations necessary for commencement of Work. A representative or representatives will be designated by the District to administer, monitor and inspect the Work, and for answering onsite questions. The District shall designate the areas where the disaster mitigation Work is to be performed. Copies of complete "Right of Entry" forms, where they are required by State or local law for private property, shall be furnished to the Contractor by the District.

13. Monitoring and Control of Contract. The parties intend that the Work shall be conducted and documented in a manner consistent with the requirements of the Federal Emergency Management Agency, including, without limitation, FEMA Publications 325, *Public Assistance Debris Management Guide* and 327, *Public Assistance Debris Monitoring Guide*, and any successor or update thereto. For these purposes, the District has designated its Horticulturist, Louise Leister, as its representative for purposes of monitoring the removal of debris (the "Monitor"). At all times, the Monitor shall be given access to the Work at all locations for purposes of inspecting and verifying the types and amounts of debris being removed, the manner of removal and the location of such removal. Contractor shall provide documentary evidence, in sufficient detail to meet FEMA requirements, indicating the volume and type of debris being removed. Such documentary evidence shall include load tickets for truckloads of debris and verification of time and quantity and other factors affecting the unit prices.

14. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

15. Amendment. Amendments and modifications to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

16. Assignment. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

17. Applicable Law; Waiver of Jury Trial. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. DISTRICT AND CONTRACTOR HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE EXECUTION OF THIS AGREEMENT BY DISTRICT.

18. Conflicts. In the event of a conflict between any provision of this Agreement and the terms and conditions of the Proposal, then this Agreement shall control.

19. Venue. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Flagler County, Florida. The parties further agree that any litigated dispute arising out of this Agreement or the performance thereof shall be submitted to mediation in accordance with Chapter 44, Florida Statutes prior to a trial occurring.

20. Public Records. The District is subject to the requirements of Chapter 119 of the Florida Statutes pertaining to Public Records. As such, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the District in connection with the transaction of its official business are public records.

In connection with this Agreement, Contractor shall comply Chapter 119, Florida Statutes, as follows:

A. Keep and maintain public records required by the District to perform the services that are the subject of this Agreement.

B. Upon the request of the District's Custodian of Public Records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the District.

D. Upon completion of the Agreement, transfer, at no cost, to the District all public records in Contractor's possession or keep and maintain public records required by the District to perform the services that are the subject of this Agreement. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the District's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT THE ADDRESS LISTED FOR THE DISTRICT IN THIS AGREEMENT.

21. FEMA. To be eligible for FEMA public assistance, Work performed under this Agreement shall comply with FEMA requirements for public assistance for debris removal, and such requirements are incorporated by reference into this Agreement. Without limitation, the following shall apply:

A. Payments for the removal of debris are based on unit prices.

B. Payments based on time and materials are limited to work performed during the first 70 hours of actual work following a declared FEMA emergency.

C. Payment will only be made for removal of debris that FEMA determines eligible.

D. Contractor shall regularly submit invoices, however no invoice shall be submitted covering a period greater than 30 days.

E. This Agreement may be terminated for convenience by either party upon 24 hours written notice to the party to be terminated.

F. The Work to be performed under this Agreement shall be fully completed within 30 days.

G. No Work performed under this Agreement shall be subcontracted to a subcontractor.

H. Contractor shall use mechanical equipment to load and reasonably compact debris into trucks and/or trailers.

I. Contractor shall provide a safe working environment.

J. In accordance with section 15, above, amendments and modifications to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

K. In accordance with sections 2.H and 10, above, Contract must obtain adequate payment and performance bonds and insurance.

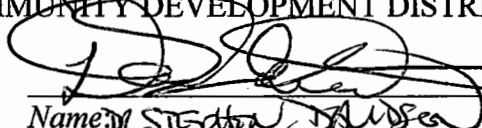
L. To the extent there exists a discrepancy or conflict between this section 20 and the remainder of the Agreement, the provisions of this section 20 shall govern.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement between Grand Haven Community Development District and 4 C's Trucking & Excavation, Inc., on the day and year first written above.

GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT

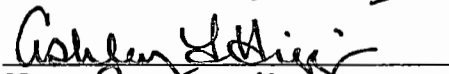
By:



Name: J. Stephen J. Alden

Title: Chairman, GHCD

Attest:

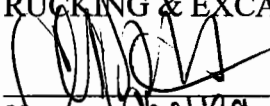


Name: Ashley Higgins

Title: Office Manager, GHCD

4 C'S TRUCKING & EXCAVATION, INC.

By:



Name: Chelca Barnett Herbert

Title: President

EXHIBIT A

REQUEST FOR PROPOSALS NO. 2017-01

GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS (RFP)
NO. 2017-01____

for

EMERGENCY-DISASTER DEBRIS REMOVAL

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
ATTN: BARRY KLOPTOSKY, OPERATIONS MANAGER
2 NORTH VILLAGE PARKWAY
PALM COAST, FLORIDA 32137
PHONE: (386) 447-1888

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GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
("Grand Haven")
REQUEST FOR PROPOSAL

GENERAL PURPOSE

Grand Haven seeks to obtain proposals from qualified firms to perform emergency debris removal services. The potential contract awarded as a result of this procurement will be a "requirements" contract, with no quantities guaranteed. Grand Haven will negotiate an agreement with the applicant whose proposal is the most responsive to this RFP. Grand Haven reserves the right to reject any or all responses. **GRAND HAVEN ANTICIPATES THAT CONTRACTORS RESPONDING TO THIS RFP MAY WISH TO PROVIDE LESS THAN ALL OF THE SERVICES DESCRIBED HEREIN, AND ENCOURAGES CONTRACTORS TO RESPOND AND PROVIDE PROPOSALS FOR PORTIONS OF THE WORK DESCRIBED HEREIN.**

Scope of Contracted Services. Upon notice by Grand Haven, Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision, and all other services and facilities of any nature necessary to execute, complete the timely removal and lawful disposal of all storm-generated debris. The term "debris", as used herein, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods (hereinafter "white goods"), hazardous and industrial waste materials.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris from all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by Grand Haven, and in accordance with Federal Requirements. Contract services will only be performed when requested and as designated by Grand Haven, by an approved Task Order issued by Grand Haven. Contractor shall load and haul the debris from within the legal boundaries of Grand Haven to a site(s) agreed to by Grand Haven.

Grand Haven reserves the right to assign work to various Contractors, at its sole discretion. Grand Haven also reserves the right to approve all Subcontractors hired by Contractor and/or to require Contractor to dismiss a Subcontractor upon request.

Time Schedule. Grand Haven will use the following timetable during the selection process. This schedule may be changed solely at Grand Haven's discretion.

Release Date of RFP:	Wednesday, June 7, 2017
Proposal due date and time of opening:	Monday, July 10, 2017 at 5:00 p.m.
Board Review date:	July 20, 2017_____
Contract Initiation start date:	Upon execution

GENERAL

All prospective applicants shall provide sufficient information and data to fully allow a complete evaluation of the information to be made. Information and data submitted by each applicant will become a part of the proposals.

Proposal Submission. Proposals shall be delivered to Barry Kloptosky, Operations Manager, Grand Haven Community Development District, 2 North Village Parkway, Palm Coast, Florida 32137, prior to the opening time of the bid.

The delivery of proposals to Grand Haven prior to the specified date and time is solely and strictly the responsibility of the applicant. Grand Haven shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any delivery service, or for delays caused by any other occurrence. All responses must be manually and duly signed by an authorized corporate officer, principal, or partner with the authority to bind said applicant.

All responses must be marked on the outside:

**“Debris Removal RFP for
GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT.”**

The applicant is solely responsible for reading and completely understanding the requirements of this RFP. Proposals delivered after the specified delivery date/time will not be considered under any circumstances. Late submissions shall be returned unopened to the applicant with the notation “The proposals were received after the delivery time designated for the receipt and opening of the proposals.”

The applicant shall submit (8) copies of its entire proposal and one electronic copy.

Grand Haven may waive any informalities, irregularities, or variances, whether technical or substantial in nature or reject any and all proposals at Grand Haven’s discretion.

Proposal Content. Each proposal should include the following:

- a. Qualifications and experience of personnel, including the Administrator or Project Manager and other key personnel.
- b. Provide results, in measurable terms, which demonstrate the success of past Contracts.
- c. Any other information, which may be of benefit to Grand Haven in making a decision on the successful applicant.

Inquiries and Addenda. Each applicant shall examine all RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning an interpretation, clarification, or additional information pertaining to the RFP shall be directed in writing to:

Barry Kloptosky, Operations Manager
Grand Haven Community Development District
2 North Village Parkway
Palm Coast, Florida 32137
Phone: (386) 447-1888
Fax: (386) 447-1131
email: Bkloptosky@ghcdd.com

Grand Haven shall not be responsible for oral interpretations given by any other Grand Haven employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, Grand Haven will notify all prospective applicants who have secured same. However, it shall be the responsibility of each applicant, prior to submitting the proposals, to contact Grand Haven's Operations Manager at (386) 447-1888 to determine if addenda were issued and to make such addenda a part of the proposal.

Insurance Requirements. Insurance requirements must be in place prior to contract start-up.

a. Liability Insurance. The applicant shall furnish, pay for, and maintain during the life of the contract with Grand Haven the following liability coverages:

- Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.

- Worker's Compensation Insurance applicable to its employees, for statutory coverage limits in compliance with Florida laws.

- Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.

- Excess Liability Insurance with limits of not less than \$5,000,000 for each occurrence and annual aggregate.

b. Additional Insured. Grand Haven is to be specifically included as an additional insured on all liability coverage described above.

c. Notice of Cancellation or Restriction. All policies of insurance must be endorsed to provide Grand Haven with a thirty (30) day notice of cancellation or restriction.

d. Certificate of Insurance / Certified Copies of Policies. The applicant shall provide Grand Haven with a certificate or certificates of insurance showing the existence of the coverage required by this RFP. The applicant will maintain this coverage with a current certificate or certificates of insurance throughout the term stated in the proposal. When specifically requested by Grand Haven in writing, the applicant will provide Grand Haven with certified copies of all policies of insurance as required above. New certificates and new certified copies of policies, if certified copies of policies have been requested, shall be provided to Grand Haven whenever any policy is renewed, revised, or obtained from other insurers.

e. The address where such certificates and certified policies shall be sent or delivered is as follows:

Barry Kloptosky, Operations Manager
Grand Haven Community Development District
2 North Village Parkway
Palm Coast, Florida 32137
Phone: (386) 447-1888
Fax: (386) 447-1131
email: Bkloptosky@ghcdd.com

f. The applicant shall defend, indemnify, save and hold Grand Haven harmless from any and all claims, suits, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly from the performance by the applicant, its employees, subcontractors, or assigns, including legal fees, court costs, or other legal expenses. The applicant acknowledges that it is solely responsible for complying with the terms of this RFP. In addition, the applicant shall, at its expense secure and provide to Grand Haven, prior to beginning performance under this RFP, insurance coverage as required in this RFP.

g. Any party providing services or products to Grand Haven will be expected to enter into a written agreement, contract, or purchase order with Grand Haven that incorporates, either in writing or by reference, all of the pertinent provisions relating to insurance and insurance requirements as contained herein. A failure to do so may, at the sole option of Grand Haven, disqualify any bidder or proposer of services and/or products to Grand Haven.

Standard Requirements.

a. Right to Protest. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints by contacting the Purchasing Manager.

b. No Corrections. Once a competitive proposal is submitted, Grand Haven shall not accept any request by any proposer to correct errors or omissions in any calculations or competitive price submitted.

Procurement Process.

a. Openness of Procurement Process. Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. Grand Haven gives no assurance as to the confidentiality of any portion of any proposal once submitted.

b. No Collusion. By offering a submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal whatsoever. This section is not intended to prohibit two or more organizations from working together on a joint application. One organization would have to be designated as the lead agency with fiscal responsibility.

c. Informality Waiver/Rejection of Bids. Grand Haven reserves the right to reject any and all responses and to waive any irregularity, variance or informality whether technical or substantial in nature, in keeping with the best interests of Grand Haven.

d. Appropriations Clause. Grand Haven, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance, in accordance with the terms and conditions of this contract, for each and every fiscal year following the fiscal year in which this contract is executed and entered into, and for which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, Grand Haven shall thereafter be released of all terms and other conditions.

SELECTION CRITERIA AND RANKING PROCESS

All proposals shall be subject to an evaluation by a selection committee to be established by Grand Haven. The successful applicant must demonstrate an understanding of the project scope and purpose. This refers to the applicant's understanding of the needs that generated the RFP, of the objectives in asking for the services and of the nature and scope of the work involved.

The evaluation of the proposals shall be accomplished utilizing the criteria described in this section. Information and data included in the proposal shall be considered in the evaluation process.

Completeness of Proposal. Following the receipt of proposals, the Selection Committee shall review all proposals with respect to completeness and conformance with the instructions and requirements specifically indicated in this RFP. Responses, which are deemed incomplete or nonconforming with instructions and requirements of this RFP may not be given further evaluation. Grand Haven reserves the right to reject any and all responses and to waive any irregularity, variance, or informality whether technical or substantial in nature, in keeping with the best interest of Grand Haven.

Selection Criteria. All proposals shall be evaluated with respect to the completeness of the data provided, support for all claims made and the overall approach taken. All submissions will be rated using a 1-5 scale, with 5 being the highest rating. The following criteria shall be utilized in the evaluation process:

- The responsiveness and completeness of the proposal.
- Demonstrated knowledge of Federal Emergency Management Agency (FEMA) procedures and reimbursement guidelines and the ability to provide documentation necessary to facilitate FEMA reimbursement.
- Net overall cost to the CDD for the proposed services. (Cost shall be considered in proposal evaluations, but shall not be the sole determining factor.)
- Applicant's ability to respond promptly when services are requested. Labor force resources available to perform the required services and experience in accomplishing documentation required for federal and/or state reimbursement.
- The proximity of Applicant's personnel and equipment in the event of a disaster.
- Past experience as well as qualifications to complete debris removal and other services as required by this RFP.

PERFORMANCE OF SERVICES

Description of Services. Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of Grand Haven may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to Grand Haven. Where indicated below, certain services may be proposed to be provided separately from other services herein.

Emergency Push / Road Clearance. Contractor shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by and directed by Grand Haven. The emergency push will normally be completed within the first 72 hours following the activation of this contract, unless notified otherwise by Grand Haven. Time and material rate shall be applicable.

Debris Removal From Public Right-of-Way (ROW). As directed by Grand Haven, Contractor shall load and haul all eligible debris to an approved Debris Management Site (DMS) or other disposal destination, as specified or agreed to by Grand Haven. All collection and hauling will be consistent with Federal requirements applicable to the disaster event. Contractor will ensure compliance with instructions from Grand Haven regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

Debris Clearance/Removal from Public Property. As directed by Grand Haven, Contractor shall clear eligible debris from public property, load and haul all debris to a designated Debris Management Site (DMS) or other disposal destination designated or agreed to by Grand Haven. If necessary, Grand Haven or its designee will confirm the eligibility of the debris to be removed.

Tree Cutting. As directed by Grand Haven, Contractor shall remove trees determined by Grand Haven to be damaged by the emergency event in such a manner as to pose a threat to life or property. **BIDDERS MAY PROPOSE TO SUPPLY THESE SERVICES ALONE.**

Demolition of Structures and Construction Debris Removal. As directed by Grand Haven, Contractor shall demolish unsafe structures and remove debris that has been determined by Grand Haven to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. Grand Haven will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities. **BIDDERS MAY PROPOSE TO SUPPLY THESE SERVICES ALONE.**

Debris Separation/Reduction and Debris Management Site (DMS). Contractor shall operate and manage the DMS to accept and process all event debris. All actions will be implemented by Contractor only with the prior approval of Grand Haven. Actions by Contractor will include, but are not limited to the following:

- Ensure that only debris authorized by Grand Haven's Contract Administrator will be allowed in the DMS sites.
- Provide to Grand Haven a video record of the pre- and post-use site conditions. Prepare a plan of proposed site layout and review with Grand Haven prior to its implementation.
- Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with Grand Haven prior to its implementation.
- Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- Confine hours of operation of the DMS to those determined by Grand Haven. Process debris by methods that may include, but not be limited to, reduction by grinding, or other alternate methods of reduction, such as compaction.
- Prior to reduction, segregate all debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste.
- Develop and implement, with the approval of Grand Haven, a procedure for management of the receipt of unauthorized and/or ineligible debris at the DMS.

- Provide Grand Haven with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of debris accepted at the DMS.
- Upon closure of the DMS, restore the site to its pre-use condition, meeting all regulatory requirements for the site closure. Survey the site to verify that it has been restored to pre-use elevation and condition.

Designation and Management of Staging Areas. Contractor shall identify staging areas in collaboration with Grand Haven for the purposes of truck/equipment certification; provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Contractor and Subcontractor personnel. Grand Haven will approve of the location, size, layout and services to be provided at any staging area established by Contractor, who will insure that each area is managed in accordance with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

Disaster Recovery Technical Assistance. Contractor will provide Disaster Recovery Technical Assistance to Grand Haven to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the Public Assistance Program as pertains to debris management, planning, training and exercise development.

Cost of Services. Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by Grand Haven, Contractor shall be reimbursed on a unit price basis as specified in Attachments A and B. **Contractors may leave blank any line items which contain services or equipment that are not applicable to Contractor, and they may also supplement Attachments A and B for any services or equipment they propose to provide which are not otherwise adequately described in Attachments A and B.**

Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs given in Attachments A and B of this Agreement. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between Contractor and Contract Administrator.

STANDARDS OF PERFORMANCE

Contractor Representative and General Operations Plan. Contractor shall have a knowledgeable and responsible representative report to the Contract Administrator or designee and provide a copy of Contractor's General Operations Plan within seven days following the execution of this Agreement. Grand Haven will approve the General Operations Plan prior to its

implementation within Grand Haven. Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's General Operations Plan.

Mobilization. When a Notice To Proceed (NTP) in advance of an event has been received by Contractor, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services. Grand Haven may take such other actions as necessary to address the failure of Contractor to mobilize resources on the schedule required by Grand Haven.

GENERAL RESPONSIBILITIES

Other Agreements. Grand Haven may be required to enter into agreements with Federal and/or State agencies for disaster relief. Contractor shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance.

Grand Haven's Obligations. Grand Haven shall furnish a written Work Authorization or Notice To Proceed.

Contractor's Conduct of Work. Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor personnel and Subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

Supervision by Contractor. Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified project manager at the work site(s) who shall have full authority to act on behalf of Contractor. All communications given to the project manager by the Contract Administrator or designee shall be as binding as if given to Contractor.

Self-sufficiency of Contractor and Subcontractors. Contractor shall ensure that its work force, including Subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse affects on the community and the environment.

Damages by Contractor. Contractor shall be responsible for conducting all operations, whether contemplated by this Agreement or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and Subcontractors. Contractor must report such damage to the Contract Administrator in writing within 24 hours. Should any property be damaged due to negligence on the part of the Contractor, Grand Haven may either bill Contractor for the damages,

withhold funds due to Contractor, or Contractor may also repair all damage to the satisfaction of Grand Haven. Grand Haven shall make the determination of whether “negligence” has occurred.

Contractor’s Duty Regarding Other Contractor(s). Contractor acknowledges the presence of other Contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

Contractor’s Disposal of Debris. Unless otherwise directed by Grand Haven, Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by Grand Haven. Grand Haven and Contractor shall mutually agree upon the locations of the DMS and final disposal sites. Grand Haven may allow separate unit prices for delivery and disposal of debris to DMS and final disposal. Upon request from Contractor, other sites may be utilized as directed and/or approved by Grand Haven.

GENERAL TERMS AND CONDITIONS

Multiple, Scheduled Passes. Contractor shall make scheduled passes of each area impacted by the event, at the direction of Grand Haven. Grand Haven shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and Grand Haven. Contractor will document the completion of all passes based on the direction from Grand Haven and will provide this documentation to Grand Haven on the frequency requested by Grand Haven.

Clean As You Go Policy. Contractor shall provide a “Clean As You Go” policy. Contractor shall supervise and enforce such policy during debris management operations.

Operation of Equipment. Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by Grand Haven. Should operation of equipment be required outside of the public ROW, Contractor will ensure that a ROE Agreement has been obtained prior to property entry.

Security of Debris During Hauling. Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that debris does not extend horizontally beyond the bed of the equipment; in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

Traffic Control. Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation

Manual or Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

Work Days/Hours. Work days and/or work hours shall be as directed by Grand Haven following consultation and notification to Contractor. Working hours on holidays shall be at the discretion of Grand Haven.

Hazardous and Industrial Wastes. Contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, Contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and Federal requirements and will be approved by Grand Haven. In accord with this plan, Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste.

Utilizing Local Resources. Contractor shall, to every extent possible, give priority to utilizing labor and other resources originating within Flagler County.

Work Safety. Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by Grand Haven and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.

Inspection of Contractor Operations. All debris shall be subject to inspection by Grand Haven and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. Grand Haven will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

Corrective Actions Required of Contractor. When instructed by Grand Haven's Representative, Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by Grand Haven in its sole discretion and notify Grand Haven within 24 hours.

Ineligible Work. Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material that does not meet the eligibility requirements identified in section entitled *General Purpose*.

Eligibility Inspections. Grand Haven's monitors shall have the right to inspect each load, or to inspect at some other frequency of Grand Haven's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

Eligibility Determinations. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and Contractor will not invoice Grand Haven for such loads. Grand Haven, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

Other Agencies. The term “government” as used in this Agreement refers to those governmental agencies which may have a regulatory or funding interest in this Agreement.

REPORTS, CERTIFICATIONS AND DOCUMENTATION

Reports. Contractor shall submit periodic, written reports in a format required by Grand Haven documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

Daily Reports. Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel by job title engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor’s operations within 24 hours.

Weekly Summaries. A summary of all information contained in the daily reports as described herein, shall be provided to Grand Haven within two days of the close of the week. At the request of Grand Haven, the data making up the weekly summaries shall also be submitted in electronic format. The submitted electronic weekly data will include: Collection Contractor, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable).

Report Delivery. Contractor shall submit a report to Grand Haven’s designee by 11:00 a.m. each business day of the term of the Task Order. Each report will contain at a minimum the following information:

- Contract Number.
- Daily and cumulative hours for each piece of equipment, if appropriate.
- Daily and cumulative hours for personnel, by position, if appropriate.
- Volumes of debris handled.

Data Reconciliation. Reconciliation of data will be accomplished weekly between Contractor and Grand Haven’s Representative. All discrepancies will be resolved within five days.

Final Project Closeout. Upon final inspection and/or closeout of the project by Grand Haven, Contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by Contractor, plus the total cost of the project invoiced to Grand Haven. Contractor shall provide, upon request of Grand Haven and/or no later than project closeout, a release of liens demonstrating that all Subcontractors to Contractor have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for Grand Haven and/or government. Grand Haven must approve final project reconciliation.

Certifications. Contractor will be responsible for the certification of personnel and vehicles.

Certification of Vehicles and Load Capacity. Contractor shall ensure that all equipment is certified in accordance with most current FEMA guidelines. After a disaster, Grand Haven, or their designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by Contractor.

All Contractor and Subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted.

The truck driver will be provided up to two (2) copies of the certification sheet for Contractor and Subcontractor's records.

Certification of Personnel.

- Senior management personnel of Contractor assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of Flagler County and/or Grand Haven.
- Senior, supervisory personnel of Contractor and all Subcontractors thereto will have received training in debris management, and the implementation of the National Incident Management System (NIMS).
- Personnel assigned by Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used.
- Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.

- Upon their deployment for field operations, all Contractor and Subcontractor personnel will be briefed and trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

Utilization of a Standardized "Load Ticket." Contractor and all Subcontractors will utilize a standardized "load ticket" (format as provided by Grand Haven) for documenting each load of debris from its origin to the DMS and/or final disposal location, as indicated.

Additional Supporting Documentation. Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by Grand Haven and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

Report Maintenance. Contractor will be subject to audit by federal, state and local agencies pursuant to this Agreement. Contractor will maintain all reports, records, debris reporting tickets and Agreement correspondence for a period of not less than three (3) years from project closeout.

(remainder of page left intentionally blank)

Attachment A
 FEE SCHEDULE – PART A: UNIT PRICES

Item /	Description	Unit	Unit Price
1.0	Loading and Hauling Debris from Public Property and Rights-of-Way to a Temporary Debris Staging and Reduction Site	Cubic Yard	\$
2.0	Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site	Cubic Yard	\$
3.0	Management and Operation of a Temporary Debris Staging and Reduction Site	Cubic Yard	\$
4.0	Debris Reduction by Chipping/Grinding	Cubic Yard	\$
5.0	Fluorocarbon Refrigerant Management and Recycling	Per Unit	\$
6.0	Animal Carcass Collection, Hauling, and Final Disposal	Pound	\$
7.0	Loading and Hauling Debris Reduction By-Products to a Final Disposal Site	Cubic Yard	\$
8.0	Loading and Hauling Household Hazardous Waste to a Final Disposal Site	Pound	\$
9.0	Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site		
	A. 24 inch to 35.99 inch diameter	Each	\$
	B. 36 inch to 47.99 inch diameter	Each	\$
	C. 48 inch and larger diameter	Each	\$
11.0	Clean, Fill Dirt	Cubic Yard	\$
12.0	Sand Screening	Cubic Yard	\$
13.0	Hazardous Tree Removal	Each	\$

Attachment B
FEE SCHEDULE – PART B: EQUIPMENT AND LABOR RATES

Item	Description	Hourly Price
1.0	JD 544 Wheel Loader with debris grapple	\$
2.0	JD 644 Wheel Loader with debris grapple	\$
3.0	Extendaboom Forklift with debris grapple	\$
4.0	753 Bobcat Skid Steer Loader with debris grapple	\$
5.0	753 Bobcat Skid Steer Loader with bucket	\$
6.0	753 Bobcat Skid Steer Loader with street sweeper	\$
7.0	30-50 H Farm Tractor with box blade or rake	\$
8.0	2 - 2 1/2 cu. yd. Articulated Loader with bucket	\$
9.0	3 – 4 cu. yd. Articulated Loader with bucket	\$
10.0	JD 648E Log Skidder, or equivalent	\$
11.0	CAT D4 Dozer	\$
12.0	CAT D5 Dozer	\$
13.0	CAT D6 Dozer	\$
14.0	CAT D7 Dozer	\$
15.0	CAT D8 Dozer	\$
16.0	CAT 125 – 140 HP Motor Grader	\$
17.0	JD 690 Trackhoe with debris grapple	\$
18.0	JD 690 Trackhoe with bucket & thumb	\$
19.0	Rubber Tired Excavator with debris grapple	\$
20.0	JD 310 Rubber Tired Backhoe with bucket & hoe	\$
21.0	Rubber Tired Excavator with debris grapple	\$
22.0	210 Prentiss Knuckleboom with debris grapple	\$
23.0	CAT 623 Self-Loader Scraper	\$
24.0	Hand-Fed Debris Chipper	\$
25.0	300 – 400 HP Horizontal Grinder	\$
26.0	800 – 1,000 HP Horizontal Grinder	\$
27.0	30 Ton Crane	\$
28.0	50 Ton Crane	\$
29.0	100 Ton Crane (8 hour minimum)	\$
30.0	40 – 60' Bucket Truck	\$
31.0	Greater Than 60' Bucket Truck	\$
32.0	Fuel / Service Truck	\$
33.0	Water Truck	\$
34.0	Portable Light Plant	\$
35.0	Lowboy Trailer with Tractor	\$
36.0	Flatbed Truck	\$
37.0	Pick-up Truck (unmanned)	\$
38.0	Self-Loading Dump Truck with debris grapple	\$
39.0	Single Axle Dump Truck, 5 – 12 cu. yd.	\$
40.0	Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$
41.0	Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$
42.0	Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$

43.0 Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$
44.0 Power Screen	\$
45.0 Stacking Conveyor	\$
46.0 Chainsaw	\$
47.0 Air Curtain Incinerator, self-contained	\$
48.0 Temporary Office Trailer	\$
49.0 Mobile Command and Communications Trailer	\$
50.0 Laborer, with small hand tools, and Traffic Control Flagperson	\$
51.0 Skilled Sawman	\$
52.0 Crew Foreman with cell phone	\$
53.0 Operations Manager with cell phone	\$
54.0 Tree Climber	\$

***Note:** All equipment descriptions submitted will be in accordance with the FEMA “Typed Resource Definitions.”

****Note:** All equipment rates include the cost of the operator, fuel, and maintenance.

*****Note:** All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings, and protective eye

EXHIBIT B

4C PROPOSAL



PO Box 2682
331 Sawgrass Road
Bunnell, Florida 32110
Phone: (386) 437 1257 Fax: (386) 437 4468
www.4csconstruction.com

Grand Haven Community Development District
Attn: Barry Kloptosky
2 North Village Parkway
Palm Coast, Florida 32137

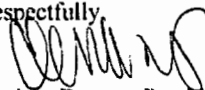
July 10, 2017

RE: RFP No. 2017-01

Mr. Barry Kloptosky,

Please allow the attached information to serve as our formal interest in your RFP No. 2017-01, Emergency Disaster Debris Removal. We appreciate the opportunity to provide a proposal to the Grand Haven Community Development District and look forward to a positive, long standing working relationship. Should you have any questions or concerns please feel free to contact me at any time.

Respectfully,


Chelsea Barney, President



PO Box 2682
331 Sawgrass Road
Bunnell, Florida 32110
Phone: (386) 437 1257 Fax: (386) 437 4468
www.4csconstruction.com

Introduction & Company History

4C'S Trucking & Excavation, Inc. is a family owned and operated full site work development company doing business in Bunnell, Florida for twenty years. Vice President, Chris Barney formed 4C'S upon moving to Florida in 1997, which initially started as a small residential site work business with an owner operator. Chris and his eldest daughter, Chelsea grew the company to what is today, 4C'S Trucking and Excavation, Inc. A full site work development company employing over thirty-five full time employees, inhabiting thirty acres of land in Bunnell and owning over fifty pieces of equipment. 4C'S is seasoned in experience, staffed with key personnel, and properly equipped with satisfactory equipment.

Qualifications & Experience

Having been in business for nearly twenty years, 4C'S is highly experienced in all facets of site work including but not limited to, underground utilities, excavation, grading, dump truck hauling, land clearing and grinding. In 2016, 4C'S was contracted on more than \$7 million dollars of site work, in which 85% was self-performed. 4C'S ability to self-perform such a large majority of contracted work presents a significant cost savings to the owner as well as a streamlined construction experience. Not only is 4C'S experienced in site work, 4C'S also has several emergency contract obligations amongst their resume. These contracts have given 4C'S the opportunity to work with several different owner's, at the local and state level to provide their services at the most critical times of need. In 2016, 4C'S contracted with the Florida Department of Environmental Protection to scrape the beach at Washington Oaks State Park. In less than 12 hours, 4C'S could respond by mobilizing multiple pumps, five D6 dozers, a front-end loader and over 300 cubic yards of beach sand. Furthermore, 4C'S provided a finished product in just 10 hours meeting the time constraints set forth by the annual red tide. 4C'S is also experienced in providing disaster debris clean up. After Hurricane Matthew in 2016, 4C'S responded to a call by mobilizing equipment to clear the ingress and egress of the Grand Haven Community. 4C'S then went on to contract cleaning up three subdivisions of all debris and restoring access, quality of life and aesthetics to the local neighborhoods. 4C'S proximity and self-operation of a licensed and permitted yard trash processing facility make them the ideal contractor for this type of work. This location provides a coast savings to the owner by

eliminating the need for a temporary disposal site. Manned with two trash trucks, five dump trucks, a 1000hp horizontal grinder and a fleet of equipment, 4C'S is properly outfitted for the cleanup, haul off and disposal of natural disaster debris.

Key Personnel

4C'S employs over thirty full time employees who are highly skilled and experienced in their designated job. Chris Barney, co-owner of 4C'S, is companies Superintendent. Chris has over thirty years of experience in construction, many of which he has been self-employed. In 1997, Chris started 4C'S Trucking & Excavation, Inc. as an owner operator where he gained a significant amount of field experience. As the company grew and it became necessary for Chris to hire more employees, he managed multiple people and projects. In 2011, Chelsea Barney, Chris' daughter joined the company. Chelsea holds a bachelor's degree in business as well as the companies state licenses. Chelsea is the company's President and executive Project Manager. She handles the supervision and management of each project from the clerical stand point, working closely with her father in the field. Adrian Herbert is the company's dirt foreman, Adrian completes the daily report paperwork as required and manages each crew accordingly. Adrian has over ten years of experience as an operator and two years' experience in the management and supervision of multiple crews.

Operations

4C'S has created a standard operating plan for an emergency disaster debris removal project. The organization and execution of this plan, is not only cost efficient to the owner but it also puts the safety of the crews and home owners first. It is most important to restore immediate access throughout the community in the event of an emergency. Secondly, it is important to restore quality of life as quickly and safely as possible. 4C'S shall plan to mobilize immediately to remove large debris from the main ingress and egress so that an emergency vehicle may access the community in the event of an emergency. Secondly, 4C'S shall mobilize the remainder of the necessary equipment within 24 hours to begin cleaning up, haul off and disposal of debris. 4C's believes that dividing and conquering is the most efficient way to tackle this project. Crews will be divided and equipped with the necessary equipment to clean up their designated area. Haul off will be done consequently so not to leave lying debris that is both displeasing aesthetically and dangerous in the event of a hard rain or high winds. Crews will be managed by the site foreman who will also complete daily paperwork necessary to comply with FEMA regulations. The superintendent and project manager will work closely with the site foreman to approve and submit paperwork in a timely manner. As well as to schedule crews accordingly and complete cleanup in a satisfactory manner. All debris shall be hauled off to permitted site less than 15 miles away. 4C'S shall dispose of this material properly as required under their yard trash processing facility permit.

Pricing

Pricing is attached per the provided form. You will notice that many of these items have been strike through and replaced with like size and type of equipment correlating with the fleet of equipment 4C'S owns.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/3/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hayward Brown - Flagler, Inc. 3200 E. Moody Blvd. P.O. Box 1669 Bunnell FL 32110		CONTACT NAME: Jeanie Boudreau, CIC PHONE (A.C. No. Est.): (386) 437-7767 FAX (A.C. No.): (386) 437-9226 E-MAIL ADDRESS: jeanib@haywardbrownflagler.com	
INSURED 4 C's Trucking & Excavation Inc Po Box 2682 Bunnell FL 32110		INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Company NAIC # 10190 INSURER B: Auto Owners Insurance Company 18988 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL174311845 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBP (IND) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PFR <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		78982871	4/21/2017	4/21/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5092920500	10/29/2016	10/29/2017	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ CAPP \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	4798287100	4/21/2017	4/21/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	78028444	5/1/2017	5/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Equipment		78216448	10/22/2016	10/22/2017	All Risk \$ 52,500 Per Schedule

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Blanket Additional Insured endorsement, including Products and Completed Operations, is included on the General Liability policy shown above.

CERTIFICATE HOLDER 437-4468 4 C's Trucking & Excavation, Inc. Chris Barney PO Box 2682 Bunnell, FL 32110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE J. Michael Kelley/JMB
--	---

ACORD 26 (2014/01)
 INS025 (2014/01)

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Item	Description	Hourly Price
1	JD 544 Wheel Loader with debris grapple 938M CAT Wheel Loader with Debris Grapple	\$ - \$ 140.00
2	JD 644 Wheel Loader with debris grapple 950M CAT Wheel Loader with Debris Grapple	\$ - \$ 150.00
3	Extendaboom Forklift with debris grapple	\$ -
4	753 Bobcat Skid Steer Loader with debris grapple 259D CAT Skidsteer with Debris Grapple	\$ - \$ 110.00
5	753 Bobcat Skid Steer Loader with bucket 259D CAT Skidsteer with Bucket	\$ - \$ 110.00
6	753 Bobcat Skid Steer Loader with street sweeper 259D CAT Skidsteer with Street Sweeper	\$ - \$ 110.00
7	30 -50 H Farm Tractor with box blade or rake	\$ 85.00
8	2 - 2 1/2 cu. Yd. Articulated Loader with bucket	\$ -
9	3 - 4 cu. Yd. Articulated Loader with bucket	\$ -
10	JD 648E Log Skidder, or equivalent	\$ -
11	CAT D4 Dozer	
12	CAT D5 Dozer	\$ 150.00
13	CAT D6 Dozer	\$ 160.00
14	CAT D7 Dozer	\$ 170.00
15	CAT D8 Dozer	\$ 180.00
16	CAT 125 - 140 HP Motor Grader	\$ 175.00
17	JD 690 Trackhoe with debris grapple 308 Cat Excavator	\$ - \$ 120.00
18	JD 690 Trackhoe with bucket & thumb 120 Volvo Excavator with Bucket & Thumb	\$ - \$ 120.00
19	Rubber Tired Excavator with debris grapple 336EL CAT Excavator	\$ - \$ 140.00
20	JD 310 Rubber Tired Backhoe with bucket and hoe	\$ -
21	Rubber Tired Excavator with debris grapple	\$ -
22	210 Prentiss Knuckleboom with debris grapple	\$ 100.00
23	CAT 623 Self Loader Scraper	\$ -
24	Hand-Fed Debris Chipper	\$ 80.00
25	300 - 400 HP Horizontal Grinder	\$ -
26	800 - 1,000 HP Horizontal Grinder	\$ 600.00
27	30 Ton Crane	\$ 500.00
28	50 Ton Crane	\$ 650.00
29	100 Ton Crane (8 hour minimum)	\$ 875.00
30	40 - 60' Bucket Truck	\$ 150.00
31	Greater than 60' Bucket Truck	\$ 180.00
32	Fuel / Service Truck	\$ 65.00
33	Water Truck	\$ 75.00
34	Portable Light Plant	\$ 45.00
35	Lowboy Trailer with Tractor	\$ 165.00
36	Flatbed Truck	\$ 110.00
37	Pick-up Truck (unmanned)	\$ 30.00

38	Self-Loading Dump Truck with debris grapple	\$	100.00
39	Single Axle Dump Truck, 5 - 12 cu. Yd.	\$	65.00
40	Tandem Axle Dump Truck, 6 - 20 cu. Yd.	\$	80.00
41	Tandem Axle Dump Truck, 21 - 30 cu. Yd.	\$	-
42	Tandem Axle Dump Truck, 31 - 50 cu. Yd.	\$	-
43	Tandem Axle Dump Truck, 51 - 80 cu. Yd.	\$	-
44	Power Screen	\$	195.00
45	Stacking Conveyor	\$	35.00
46	Chainsaw	\$	40.00
47	Air-Curtain Incinerator, self-contained	\$	-
48	Temporary Office Trailer	\$	-
49	Mobile Command and Communications Trailer	\$	-
50	Laborer, with small hand tools, and Traffic Control Flagperson	\$	35.00
51	Skilled Sawman	\$	40.00
52	Crew Foreman with cell phone	\$	50.00
53	Operations Manager with cell phone	\$	65.00
54	Tree Climber	\$	105.00

Item	Description	Unit	Unit Price
1	Loading and Hauling Debris from Public Property and Rights-of-Way to a Temporary Debris Staging and Reduction Site	Cubic Yard	N/A*
2	Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site	Cubic Yard	\$ 6.50
3	Management and Operation of a Temporary Debris Staging and Reduction Site	Cubic Yard	N/A*
4	Debris Reduction by Chipping/Grinding	Cubic Yard	N/A*
5	Fluorocarbon Refrigerant Management and Recycling	Per Unit	N/A
6	Animal Carcass Collection, Hauling, and Final Disposal	Pound	N/A
7	Loading and Hauling Debris Reduction By-Products to a Final Disposal Site	Cubic Yard	\$ 6.00
8	Loading and Hauling Household Hazardous Waste to a Final Disposal Site	Pound	N/A
9	Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site		
	A. 24 inch to 35.99 inch diameter	Each	\$ 1,900.00
	B. 36 inch to 47.99 inch diameter	Each	\$ 2,500.00
	C. 48 inch and larger diameter	Each	\$ 3,000.00
11	Clean, Fill Dirt	Cubic Yard	\$ 9.75
12	Sand Screening	Cubic Yard	N/A*
13	Hazardous Tree Removal	Each	\$ 3,000.00

*Further information is required to develop pricing.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hayward Brown - Flagler, Inc. 3200 E. Moody Blvd. P.O. Box 1669 Bunnell FL 32110	CONTACT NAME: Jeanie Boudreau, CIC PHONE (A/C, No, Ext): (386) 437-7767 E-MAIL ADDRESS: jeanie@haywardbrownflagler.com	FAX (A/C, No): (386) 437-9226
	INSURER(S) AFFORDING COVERAGE	
INSURED 4 C's Trucking & Excavation Inc and Beacher Orr Contractor Inc PO Box 2682 Bunnell FL 32110	INSURER A: Southern-Owners Company NAIC # 10190	
	INSURER B: Auto Owners Insurance Company 18988	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL174311845 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			78982871	4/21/2017	4/21/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			5092920500	10/29/2016	10/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ CAPP \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			4798287100	4/21/2017	4/21/2018	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	78028444	5/1/2017	5/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Equipment			78216448	10/22/2016	10/22/2017	All Risk \$2,500 Per Schedule

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured endorsement, including Products and Completed Operations, is included on the General Liability policy shown above.

CERTIFICATE HOLDER

CANCELLATION

Grand Haven Community Development District 2 North Village Parkway Palm Coast, FL 32137	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE J. Michael Kelley/JMB
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**SECOND AMENDMENT TO DISASTER DEBRIS
REMOVAL STAND-BY AGREEMENT**

THIS SECOND AMENDMENT ("Second Amendment") is entered into by and between GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district (the "District") and 4 C'S TRUCKING & EXCAVATION, INC., a Florida corporation (the "Contractor").

WHEREAS, District and Contractor entered into that certain Disaster Debris Removal Stand-by Agreement dated August 17, 2017, for emergency removal of storm-generated or disaster-generated debris upon the request of the District, subject to the terms and conditions more particularly spelled out in the Agreement, and as amended by the First Amendment to Disaster Debris Removal Stand-by Agreement (the "Agreement"); and

WHEREAS, capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Agreement; and

WHEREAS, District and Contractor now desire to again amend the Agreement as more particularly described herein.

NOW, THEREFORE, for and in exchange of good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and are incorporated herein by reference as if they are set forth below.

2. Contract Price. Section 4 of the Agreement is deleted in its entirety and replaced with the following new paragraph:

"4. Contract Price. Contractor will be compensated in accordance with the pricing list attached to the Second Amendment as Exhibit "A" (the "Contract Sum") to be paid not more than thirty (30) days after completion and acceptance of the Scope of Work. Invoices shall be generated from the Contractor and delivered to the District as work progresses. No invoice shall be for a period of time exceeding thirty days, and invoices shall be accompanied by with sufficient documentation to support the charges reflected in the invoice (such as truck tickets and time logs for matters billed on a time basis). Final Payment will not be made until Contractor produces a final contractor's affidavit and final lien waivers as required by Florida Statutes Chapter 713. By executing the Agreement, Contractor covenants, represents and warrants that it has had ample opportunity to, and by careful examination has, satisfied itself as to the nature and location of the Work, the conditions of the site, the character, quality and quantity of the materials to be encountered, the soil, subsoil and subsurface condition of the site, the equipment and facilities needed preliminary to and during the prosecution and completion of the Work, the general and local conditions, including weather, and all other matters whatsoever which can or could in any way affect the Work, and has, as necessary, consulted with the District or District's consultants as Contractor, in its expertise,

deemed necessary to obtain any and all clarifications necessary to establish the Contract Sum and the time for performance of the Work.”

3. E-Verify Requirement. The following is added as new Section 22 to the Agreement:

“22. E-Verify Requirement.

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

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

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

4. Ratification. Except as modified herein, the Agreement remains unchanged and is in full force and effect. In the event of a conflict between the terms and provisions of this Second Amendment and the Agreement, the terms and provisions of this Second Amendment shall control and be given effect.

5. Execution. To facilitate execution, the parties hereto agree that this Second Amendment may be executed and telecopied to the other party, and that the executed telecopy shall be binding and enforceable as an original. This Second Amendment may be executed in as many counterparts as may be required, and it shall not be necessary that a signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.


IN WITNESS WHEREOF, this Second Amendment is entered into as of the date the last of the parties shall execute this Second Amendment as set forth below.


"DISTRICT"

"CONTRACTOR"

GRAND HAVEN COMMUNITY
DEVELOPMENT DISTRICT

4 C'S TRUCKING & EXCAVATION,
INC.

By: 
Name: Warrington B. Howden
Title: Chair
Date: 7/15/21

By: 
Name: Chelsea Barney
Title: President
Date: 7/23/2021

**Exhibit "A" to
Second Amendment**

Revised Pricing

Item	Description	Unit	Unit Price
1	Loading and Hauling Debris from Public Property and Rights-of-way to a Temporary Debris Staging and Reduction Site	Cubic Yard	N/A*
2	Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site	Cubic Yard	\$ 8.5
3	Management and Operation of a Temporary Debris Staging and Reduction Site	Cubic Yard	\$ N/A*
4	Debris Reduction by Chipping/Grinding	Cubic Yard	N/A
5	Flurocarbon Refrigerant Management and Recycling	Per Unit Pound	N/A
6	Animal Carcass Collection, Hauling, and Final Disposal and Hauling Debris Reduction BY-Products to a Final Disposal Site	Loading Cubic Yard	\$ 7
7	Loading and Hauling Household Hazardous Waste to a Final Disposal Site	Pound	N/A
8	Hazardous Stump Removal, Loading, and Hauling		
	A. 24 Inch to 35.99 Inch diameter	Each	\$ 2,200
	B. 36 Inch to 47.99 Inch diameter	Each	\$ 2,800
	C. 48 Inch and larger diameter	Each	\$ 3,300
11	Clean, Fill Dirt	Cubic Yard	\$ 12.00
12	Sand Screening	Cubic Yard	\$ N/A*
13	Hazardous Tree Removal	Each	\$ 4,000

Item	Description	Hourly Price
1	938M CAT Wheel Loader with Debris Grapple	\$ 150
2	950M CAT Wheel Loader with Debris Grapple	\$ 160
3	259D CAT Skidsteer with Debris Grapple	\$ 130
4	259D CAT Skidsteer with Bucket	\$ 120
5	259D CAT Skidsteer with Street Sweeper	\$ 130
6	30 - 50 H Farm Tractor with box blade or rake	\$ 95
7	CAT D5 Dozer	\$ 160
8	CAT D6 Dozer	\$ 170
9	CAT D7 Dozer	\$ 180
10	CAT D8 Dozer	\$ 200
11	CAT 125- 140 HP Motor Grader	\$ 200
12	308 CAT Excavator	\$ 130
13	120 Volvo Excavator with Bucket & Thumb	\$ 130
14	336EL CAT Excavator	\$ 160
15	210 Prentiss Knuckleboom with debris grapple	\$ 120
16	Hand-fed Debris Chipper	\$ 90
17	800 - 1000 HP Horizontal Grinder	\$ 750
18	30 Ton Crane	\$ 600
19	50 Ton Crane	\$ 750
20	100 Ton Crane (8 hour minimum)	\$ 900
21	40 - 60' Bucket Truck	\$ 150
22	Greater than 6-0' Bucket Truck	\$ 180
23	Fuel/Service Truck	\$ 85

24	Water Truck	\$	85
25	Portable Light Plant	\$	50
26	Lowboy Trailer with Tractor	\$	175
27	Flatbed Truck	\$	120
28	Pick-up Truck (unmanned)	\$	43
29	Self-loading Dump Truck with debris grapple	\$	120
30	Single Axle Dump Truck, 5 - 12 cu. Yd.	\$	75
31	Tandem Axle Dump Truck, 6 - 20 cu. Yd.	\$	85
32	Power Screen	\$	195
33	Stacking Conveyor	\$	40
34	Chainsaw	\$	40
35	Laborer, with dmsll hand tools, and Traffic Control Flagperson	\$	35
36	Skilled Sawman	\$	45
37	Crew Foreman with cell phone	\$	55
38	Operations Manager with cell phone	\$	75
39	Tree Climber	\$	120