



*Advanced Meeting Package*

*Regular Meeting*

*Thursday  
February 5, 2026  
9:00 a.m.*

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

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

# Grand Haven Community Development District

---

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

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

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Grand Haven Community Development District is scheduled for **Thursday, February 5, 2026, at 9:00 a.m.** at the **Grand Haven Room**, at the **Grand Haven Village Center**, located at **2001 Waterside Parkway, Palm Coast, Florida 32137**.

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

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

Sincerely,

*David McInnes*

David McInnes  
District Manager



## Community Development District

Meeting Date:	Thursday, February 5, 2026	Ways to Follow Meeting:	Zoom – Listen Only
Time:	9:00 AM	Call-in Number:	+1 (929) 205-6099
Location:	Grand Haven Room, at the Grand Haven Village Center, located at 2001 Waterside Parkway, Palm Coast, Florida 32137	Meeting ID:	705 571 4830#
		Zoom Link:	<a href="#">Zoom Link</a>

### *Revised Agenda*

#### **I. Call to Order/ Roll Call**

#### **II. Pledge of Allegiance**

#### **III. Audience Comments –** *(agenda items only) The Audience Comment portion of the agenda is where individuals who are present may make remarks on matters that concern the District. Please note:*

- *Participation shall be in accordance with Section 286.0114, Florida Statutes;*
- *Each speaker is limited to three (3) minutes for remarks;*
- *It is proper meeting etiquette to silence all electronic devices, including cell phones, during a Board meeting or workshop;*
- *Speakers are expected to refrain from personal attacks on the Board of Supervisors or Staff;*
- *The Board of Supervisors or Staff are not obligated to provide an immediate response as some issues require research, discussion and deliberation;*
- *Other matters of concern may be discussed during a meeting or workshop as determined by the Grand Haven Community Development District Board of Supervisor;*
- *If the comment concerns a maintenance related item, it should be first addressed with the Operations Manager or Operations Supervisor outside of the context of the meeting.*

#### **IV. Presentation of Proof of Publication(s)**

[Exhibit 1](#)

[Pg. 6](#)

**V. Presentation & Board Discussion**

- A. District Management Structure – Time Certain of 10:00 AM

[Exhibit 2](#)  
[Pgs. 8-16](#)

**VI. Business Items**

- A. Consideration of Solitude Lake Management Proposals

1. Pond 23 Aerator
2. Pond 28 Aerator
3. Updated & Discussion on Underground Utilities Threat Mitigation & Relocation Plan

[Exhibit 3](#)  
[Pgs. 18-26](#)  
[Exhibit 4](#)  
[Pgs. 28-36](#)

**VII. Discussion Topics**

- A. District Engineering Services

1. FY 2026 Road Resurfacing Project Discussion with District Engineer – Time Certain of 9:05 AM

- B. Call with Ceiling Tile Vendor Regarding Questions on Guarantees on Noise Reduction Levels – Time Certain of 11:00 AM

- C. Emergency Exit at Wild Oaks – *Under Separate Cover*

- D. Limit on the Number of Non-Resident Annual Members

- E. Opening of Ponds 1 & 2 for Fishing

- F. 10-Yr. Plan Updates & Beginning Discussion of FY 2027 Proposed Budget

[Exhibit 5](#)  
[Pgs. 38-40](#)

- G. Pending Supervisor Led Projects

**VIII. Audience Comments – (limited up to 3 minutes per individual for non-agenda items)**

**IX. Next Meeting Quorum Check: February 19 at 9:00 AM**

John Chism	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Dr. Merrill Stass-Isern	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Kevin Foley	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Steven Brazen	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Nancy Crouch	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO

**X. Action Items Review**

**XI. Adjournment**

# EXHIBIT 1

**GRAND HAVEN COMMUNITY  
DEVELOPMENT DISTRICT  
NOTICE OF BOARD OF  
SUPERVISORS REGULAR MEETING**

Notice is hereby given that a regular meeting of the Board of Supervisors of the Grand Haven Community Development District (the “**District**”) will be held on Thursday, February 5, 2026, at 9:00 a.m. at the Grand Haven Village Center, Grand Haven Room, 2001 Waterside Parkway, Palm Coast, Florida 32137. The purpose of the meeting is to discuss any topics presented to the board for consideration. Copies of the agenda may be obtained from the District Manager, Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, Telephone (321) 263-0132, Ext. 193.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued in progress without additional notice to a date, time, and place to be specified on the record at the meeting. There may be occasions when Staff and/or Supervisors may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the meeting is asked to advise the District Manager’s office at least forty-eight (48) hours before the meeting by contacting the District Manager at (321) 263-0132, Ext. 193. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, for assistance in contacting the District Manager’s office.

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

**Grand Haven Community Development District**

David McInnes, District Manager  
(321) 263-0132, Ext. 193  
7763-333951  
Jan. 29, 2026

## EXHIBIT 2

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

**From:** Howard G. McGaffney  
FCS Management Group, LLC

**Date:** January 27, 2026



**Subject:** Proposal for District Management & Operations Restructuring

The enclosed proposal is submitted in response to the Board of Supervisors' consideration of restructuring the District's Management and Operations model. It is intended to provide a clear, value-based framework that strengthens executive oversight, improves operational accountability, and enhances coordination between the Board, onsite staff, vendors, and the community.

The recommended approach reflects an understanding of the District's role as a local special purpose government established under Florida Statute, Chapter 190, and is structured to support the Board's policy direction through integrated administrative and operational leadership.

Central to the proposal is a restructured leadership model that consolidates executive oversight under the District Manager and establishes a full-time onsite General Manager position responsible for day-to-day operations. This structure creates a clear chain of command, improves communication, and provides consistent leadership presence to support staff, vendors, and District operations.

The proposal outlines an initial evaluation and alignment phase focused on understanding existing operations, engaging onsite employees, reviewing processes and contracts, and preparing for upcoming budget and capital planning initiatives. Any recommended changes are intended to be informed, collaborative, and implemented in coordination with the Board's direction.

This approach is designed to deliver meaningful value to the District, improve resident and Board relations, and facilitate a smooth and efficient transition informed by my prior leadership experience and long-standing familiarity with Grand Haven's operations, staff, and community.

I appreciate the Board's consideration and welcome the opportunity to discuss the proposal in greater detail.

Respectfully,

**Howard "Mac" McGaffney**  
President  
FCS Management Group, LLC



# Proposal for District Management & Operations Restructuring

## Grand Haven Community Development District (CDD)

### Executive Summary

This proposal presents a focused, value-based approach to restructuring District Management and Operations for the Grand Haven Community Development District. The recommended model strengthens executive oversight, clarifies operational accountability, and integrates administrative and onsite operations under a single, cohesive leadership framework consistent with Florida Statute Chapter 190. By establishing a full-time onsite General Manager reporting directly to the District Manager, the District benefits from improved day-to-day operational control, enhanced communication, disciplined financial stewardship, and stronger support for staff and vendors. The approach emphasizes understanding existing operations before implementing improvements, prioritizes liquidity and long-term capital planning over exposure to market-driven volatility, and positions the District for increased efficiency, resiliency, and transparency, while delivering meaningful value and anticipated cost savings under a streamlined management structure.

### Introduction and Purpose

This proposal is respectfully submitted in response to the Grand Haven Community Development District Board of Supervisors' consideration of restructuring District Management and Operations Management. It is presented as a value-driven, objective-based approach designed to strengthen executive oversight, improve operational effectiveness, enhance communication, and ensure long-term sustainability for the District as a local special purpose government established under Florida Statute, Chapter 190.

The recommended model reflects a clear understanding that a Community Development District is **not an investment firm**, and that the role of the District Manager is **not that of a financial advisor**. Rather, the District's fiduciary obligation is to responsibly budget for operations and maintenance, ensure liquidity for all financial obligations, and plan for future capital improvements funded through non-ad valorem assessments levied on benefited properties.

This proposal aligns with statutory responsibilities, best practices for Florida special districts, and the Board's expressed objective of restructuring District Management and Operations to achieve greater oversight, accountability, transparency, and operational readiness.

## Guiding Principles

- The District is a local unit of government with a public trust obligation
- Governance, operations, and administration must function as an integrated system
- Financial stewardship prioritizes liquidity, stability, and long-term capital planning
- Operational decisions should be informed, deliberate, and collaborative
- Communication is foundational to trust between the Board, staff, residents, and stakeholders
- Onsite staff require direct leadership, advocacy, and support

## Proposed Management Structure

As part of the District's restructuring initiative, the following management framework is recommended:

- **District Manager (Executive Oversight Role)**
  - Oversees *all* aspects of the District, including administrative and operations management, as authorized by Board policy and Florida Statute Chapter 190
  - Serves as the Board's chief executive liaison and primary advisor
  - Provides strategic oversight, policy implementation, and accountability
- **General Manager (Full-Time Onsite Leadership – New Position)**
  - Full-time onsite leadership position
  - Oversees day-to-day District operations
  - Reports directly to the District Manager, as authorized by the Board
  - Provides direct supervision and support to onsite employees
  - Coordinates closely with the District's Professional Employer Organization (PEO) for human resources, benefits, payroll, and employee administration

This structure establishes a clear chain of command, reinforces accountability, and ensures continuity of leadership across administrative and operational functions.

## FCS Management Group Approach

**FCS Management Group operates under a deliberately structured management approach that departs from traditional high-volume district management models.** By intentionally limiting the number of Districts under management, I am able to provide focused leadership, active operational involvement, and meaningful oversight, while offering direct support to onsite staff and consistent engagement with the Board.

## **Initial 90-Day Evaluation & Review Objectives**

The first phase of engagement will focus on understanding, assessment, and alignment before implementing changes. Objectives include:

- Conduct a comprehensive evaluation of onsite operations
- Meet with the Operations Supervisor (transitioning to General Manager) and all onsite employees
- Review existing operational processes, procedures, and controls
- Identify operational strengths and areas for improvement
- Meet with key vendors and professional consultants
- Document site visits, conversations, and observations
- Assess communication pathways and decision-making workflows
- Establish consistent reporting and documentation practices
- Improve communication with the Board, District staff, residents, and community leaders
- Review of the adopted budget and financial structure
- Prepare for FY 2027 budget workshops and public hearings
- Collaborate on short- and long-term capital improvement planning
- Implement the Board's District Management and Operations Management restructuring directive

All recommendations for change will be developed collaboratively, with input from onsite staff and leadership, and implemented only after a full understanding of current practices.

## **Communications Strategy**

Improving communication is a cornerstone of this proposal. The restructured model will:

- Clarify roles, responsibilities, and reporting lines
- Establish consistent communication between the Board, District Manager, General Manager, and staff
- Improve transparency with residents through accurate, timely, and coordinated messaging
- Strengthening relationships with community leaders and external partners
- Ensure operational concerns are elevated appropriately and efficiently

## Operations Management

Operational excellence will be achieved through a deliberate, informed approach that:

- Prioritizes understanding existing workflows before making changes
- Engages onsite employees to identify resource needs and operational challenges
- Supports staff through leadership presence and advocacy
- Implements improvements in coordination with the General Manager

## Vendor Management

Vendor oversight will be structured as follows:

- The **General Manager** manages all day-to-day vendor interactions and performance
- The **District Manager** provides oversight, guidance, and support to ensure accountability
- Ongoing monitoring of contractual obligations with frequent communication
- Annual coordinated contract reviews conducted jointly by the General Manager and District Manager
- Preparation of an annual vendor performance report for the Board of Supervisors

Contract negotiations will follow a collaborative model:

- District Counsel ensures legal sufficiency and statutory compliance
- District Manager provides scope, specification, and operational clarifications
- Extensive experience with RFPs and contract negotiations for landscape, amenity, and recurring onsite services informs all recommendations

Any recommended changes will be clearly documented in the annual vendor report.

## Financial Stewardship Philosophy

It is essential to distinguish the role of District management from that of financial advisory services:

- The District is not an investment entity
- The District Manager is not a financial advisor
- The primary financial obligation is liquidity and fiscal stability
- Funds must be readily accessible to meet operational and capital obligations

In support of the Board's long-term financial planning, I recently provided the District with a **Capital Reserve Analysis and Infrastructure Reinvestment Planning Tool**. While this tool is not the District's formal Capital Plan, it serves as a practical planning resource to help guide and project future assessment level needs based on anticipated expenses, infrastructure reinvestment timelines, and planned fund balance objectives.

The use of money market accounts that provide higher yields than traditional checking or savings accounts is advisable, provided liquidity is preserved. Exposure to market-driven volatility is not recommended for assessment-funded public monies.

## **Capital Improvement Planning**

The District Manager will work collaboratively with the General Manager and the Board to:

- Review existing capital assets and infrastructure
- Update short- and long-term capital improvement plans
- Align capital planning with budget development and reserve strategies
- Ensure capital planning supports operational sustainability and community expectations

## **Emergency Planning and Recovery**

Grand Haven CDD has significant experience with natural disasters and emergency events. The proposed structure reinforces continuity of command and operational readiness through:

- District Manager oversight of strategic planning and disaster response
- General Manager administrative and operational support
- Coordination with local governments, emergency services, and community partners
- Direct oversight of the District's disaster recovery contractors
- Clear communication protocols before, during, and after emergency events

This approach reflects extensive prior experience managing hurricanes, pandemic response, and large-scale recovery efforts within special districts.

## **Cost Efficiency and Financial Impact**

While precise cost savings cannot be finalized at this stage, the proposed restructuring model is expected to generate meaningful efficiencies. Estimated potential savings may reach **\$75,000 to \$100,000 annually**, driven by:

- Consolidation of leadership responsibilities
- Clearer operational accountability
- Reduced duplication of services
- More efficient use of professional services
- Anticipated reductions in legal and external consulting costs

The focus of this proposal is not solely cost reduction, but value creation through improved executive oversight and operational effectiveness.

## **Proposed Fee Structure**

- **Year One** (*Time of Engagement through September 30, 2026*)
  - **\$5,000 per month** from date of engagement
  - **\$20,000 one-time transition fee** due upon contract execution
- **Year Two** (*October 1, 2026, through September 30, 2027*)
  - **\$5,000 per month**
- **Evergreen Term**
  - The agreement shall continue on an evergreen basis for as long as the contract remains in effect, providing continuity and stability

## **Conclusion**

This proposal offers the Grand Haven Community Development District a leadership and operations-focused management model that strengthens executive oversight, enhances accountability, and is structured to improve resident and Board relations while facilitating a smooth and efficient transition informed by my prior leadership experience and long-standing familiarity with Grand Haven's operations, staff, and community.

# Howard G. McGaffney

162 S. Prairie Lakes Dr. • Saint Augustine, Florida, 32084

• LinkedIn: [linkedin.com/howard-mcgaffney-13512757](https://www.linkedin.com/in/howard-mcgaffney-13512757)

---

## ORGANIZATIONAL LEADER:

25 years' experience in operational/facilities management, and financial leadership responsibilities with 18 years of senior governmental management specializing in Special Districts throughout the State of Florida. Strategic communicator with strong interpersonal skills with an instinctive attention to detail. Budget Planning, specializing in developing strategic short-term and long-term operations and capital planning while achieving maximized operational readiness and efficiencies.

## PROFESSIONAL COMPETENCIES:

Governmental Management | Facility Management | Operational Management | Budgeting | Financial Reporting | Long Term Capital Improvement Planning | Capital Replacement for Infrastructure and Buildings | Strategic Facilities Planning | Emergency Preparedness | Developing, Implementing and Monitoring Operational Controls | Strategic Communications | Community Relations | Parks and Recreation Management | Compliance, Ecology Adaptive Management and Mitigation Planning | Storm Water Systems Management | Contract Management | Vendor Oversight | RFP & RFQ | Policy Writing | Public Speaking | Governmental Relations | Loss Prevention | Operational Audits | Capital Reserve Analysis Consulting

**PERSONAL SKILLS:** Exceptionally Resourceful | Effective Interpersonal Skills | Highly Organized | Strong Ethical Standards | Leadership | Attention to Detail | Coaching and Mentoring | Developing Strong Teams | Verbal & Written Communications | Proficient with Operating systems

## COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE

---

### President/Owner

**2024 to Present**

#### **FCS Management Group, LLC. (FCS)**

FCS Management Group is a veteran, family-owned company specializing in contract management, onsite facilities maintenance, and amenity management for communities, and providing Governmental, Special District consulting & management services.

### Special District Management – Florida Districts

**2008 to Present**

I began my career in special districts in 2008 as Director of Amenities for the Grand Haven Community Development District, a large, highly amenitized special-purpose local government in Northeast Florida.

In 2013, I joined Wrathell, Hunt and Associates, LLC, one of Florida's leading district management firms, where I served as District Manager for multiple community development districts. I advanced to District Manager specifically for Grand Haven CDD in 2016, overseeing its full operational, financial, and administrative functions.

In 2021, I accepted a position as Vice President of District Services at Vesta District Services, where I provided executive leadership in district management across Florida.

Throughout my career, I have served as a trusted advisor to boards comprising more than 300 elected officials. I collaborate closely with district attorneys, engineers, and multidisciplinary teams to translate board directives into effective, compliant outcomes. My responsibilities have included developing and managing oversight of approximately 150 annual budgets including general funds, capital improvements, and debt service.

I have led the creation and successful rollout of companywide district management and operations frameworks, with a strong emphasis on long-term budgeting, sustainable operations, and strategic capital improvement planning. This includes designing and implementing detailed short- and long-term capital plans, ranging from 2–3-year projections to 3–5-year and 10–20-year horizons, supported by thorough reserve analysis reviews and financial modeling.

I am recognized as a specialist in special district strategic planning, board and resident communications, and emergency preparedness and recovery. My expertise focuses on operations, ensuring fiscal responsibility, regulatory compliance, transparency, and proactive risk management for community development districts.

## COMMUNITY SERVICE AND VOLUNTEERING

---

**St. Johns County Chamber of Commerce** | Advisory Committee | Economic Development Council-Elect | 2024  
**Member of Turning Point at Calvary** | 2007-Present  
**Operation Share the Warmth** | Organized Clothing Drive for children in Bay County after Hurricane Michael | 2018  
**St. Augustine High School** | Junior Varsity (JV) Soccer Coach | 2017 & 2018  
**Hurricane Matthew and Irma** | Organized Volunteers for Community Clean up | 2016-2017  
**Project Share** | Organized community donations of Christmas gifts for 1,400 children in Flagler County | 2008-2013  
**Murray Middle School-SJMSAA** | Head Soccer Coach | 2013-2017  
**Florida Youth Soccer Association & Ancient City Soccer** | Academy Soccer Coach | 2008-2012  
**Flagler County** | Emergency Operations Center Volunteer | 2009 – 2013  
**Operation Share the Warmth** | Organized Armed Forces caring for the homeless in Akron, Ohio | 1996-1998  
**Junior Chamber of Commerce** | Director | Hudson, Ohio | 1993 – 1995

## OTHER PROFESSIONAL ACCOMPLISHMENTS

---

**United States Navy Active Duty: 1989-2004:** U.S.S. David R. Ray (DD-971), Long Beach, California | 1989-1992  
**United States Navy Active Reserve Duty: 1994-2004:** Navy Reserve Center, Akron, Ohio | 1994-2004  
Petty Officer 3<sup>rd</sup> Class | Torpedoman's Mate | Master Helmsman | Rescue Swimmer | Search & Seizure Team  
| Security Team | Persian Gulf War-Operation Desert Shield

### Emergency Management Institute (FEMA)

IS-00029.a: Public Information Officer Awareness  
IS-0042: Social Media in Emergency Management  
IS-00100.a: Introduction to Incident Command System,  
IS-00100.LEa: Introduction to Incident Command System for Law Enforcement,  
IS-00100.PWa: Introduction to Incident Command System for Public Works  
IS-00200.a: ICS for Single Resources and Initial Action Incidents  
IS-700.a: National Incident Management System (NIMS)  
IS-00800b, National Response Framework  
IS-00807: Emergency Support Function (ESF) #7, Logistics Management & Resource Support

**Pool, Hot Tub Alliance (PHTA), 2024: Daytona, Florida**  
Certified Pool Operator (CPO)

**American Red Cross, 2024**  
Certified First Aid, CPR, AED

**National Parks and Recreation, Commercial Energy Specialist (C.E.S.), 2009: Orlando, Florida**  
National Certification: Aquatics Facilities Operator (AFO)

**Akron General Medical Center, 2001: Akron, Ohio**  
National/State License: EMT-B (Emergency Medical Technician)

**Hondros College, 1998: Independence, Ohio**  
Property and Casualty, Life and Health Insurance

**Vincennes University, 2022: St. Augustine, Florida**  
General Studies, Homeland Security



## EXHIBIT 3

## **SERVICES AGREEMENT**

PROPERTY NAME: Grand Haven CDD

CUSTOMER NAME: Grand Haven CDD

SERVICE DESCRIPTION: Installation of one (1) Vertex Air 1 Plus XL2 Aerator **(Pond 23)**

EFFECTIVE DATE: January 16, 2026

SUBMITTED TO: Barry Kloptosky

SUBMITTED BY: Brittany Hemery, Sales Support Administrator

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.
6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.
7. RESERVED.
8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.
9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.
10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

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

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

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

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

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

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

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

GRAND HAVEN CDD

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

**SOLitude Lake Management, LLC  
1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_

**Please Mail All Notices and Agreements to:**

**SOLitude Lake Management, LLC  
1253 Jensen Drive, Suite 103  
Virginia Beach, VA 23451**



### **SCHEDULE A – SCOPE OF SERVICES**

#### **Aeration System Install:**

1. Company will install the following submersed air diffused aeration system(s):

- 1 Vertex Air 1 Plus XL2 Aeration System**

Includes:

**One (1) 1/3 HP Compressor (230V)**

Pressure Relief Valve

Pressure Gauge

Air Filter / Muffler Assembly

GFCI protection breaker

Lockable / Weatherproof / Sound Reducing Cabinet

**Small Sound Kit Sub Assembly**

Cabinet mounting pad

Cabinet Exhaust Fan

**Two (2) Air Station Bottom Diffusers**

(Dual Membrane / Self Cleaning)

Check Valves

Adjustable air distribution manifolds

**500 ft.** underwater self-weighted air delivery tubing

(5/8" ID / 1 1/4" OD)

All labor and parts necessary for proper installation

2. Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.

**\*For all single-phase units** customer must provide suitable 208/240V power source with appropriate breaker or disconnect for electrical connection by the edge of the pond, next to the site where the compressor cabinet is to be placed. SOLitude Lake Management® can arrange for any additional electrical work necessary to meet these electrical requirements for an additional fee. SOLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above. The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).

#### **Manufacturer Warranty:**

1. Manufacturer warrants the complete cabinet system for **three (3) years** from the date of installation against any defects in materials and workmanship. Excludes wearable parts: air filters & compressor maintenance kits, cabinet itself carries lifetime warranty against rust.
2. Manufacturer warrants Air Station Membrane Diffusers for **five (5) years** and bottom line tubing for **fifteen (15) years** from the date of installation against any defects in materials and workmanship.
3. The manufacturer's warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer performs any service, repair, or other work to the fountain/aeration system during the warranty period.



- b. The fountain/aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

SOLitude Lake Management Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Company warrants all labor for the fountain/aeration system for a period of **ninety (90) days** from the date of installation.
3. The Company warranty will be voided if:
  - a. Any person not specifically authorized by Company performs any service, repair, or other work to the fountain/aeration system.
  - b. The fountain/aeration is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.
4. The customer will be responsible for shipping charges to return the items for evaluation and repair in the event the items are not covered by the warranty. The customer will be responsible for repair or replacement costs, along with the return shipping and labor associated with SOLitude Lake Management.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.







**SCHEDULE B – PRICING SCHEDULE**

Total Price: **\$5,627.00** Price is valid for 60 days from the Effective Date

**Due upon execution of this Agreement: 50% of the Total Price**

**Due upon completion of the services: remaining 50% of the Total Price**

## EXHIBIT 4

## **SERVICES AGREEMENT**

PROPERTY NAME: Grand Haven CDD

CUSTOMER NAME: Grand Haven CDD

SERVICE DESCRIPTION: Installation of one (1) Vertex Air 6 XL2 Aerator **(Pond 28)**

EFFECTIVE DATE: January 16, 2026

SUBMITTED TO: Barry Kloptosky

SUBMITTED BY: Brittany Hemery, Sales Support Administrator

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.
6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.
7. RESERVED.
8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.
9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.
10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

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

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

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

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

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.





18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

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

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

GRAND HAVEN CDD

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

**SOLitude Lake Management, LLC  
1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_

**Please Mail All Notices and Agreements to:**

**SOLitude Lake Management, LLC  
1253 Jensen Drive, Suite 103  
Virginia Beach, VA 23451**





### **SCHEDULE A – SCOPE OF SERVICES**

#### **Aeration System Install:**

1. Company will install the following submersed air diffused aeration system(s):

- 1 Vertex Air 6 XL2 Aeration System**

Includes: **Two (2) 1/2 HP Compressors (230V)**  
Pressure Relief Valve  
Pressure Gauge  
Air Filter / Muffler Assembly  
GFCI protection breaker  
Lockable / Weatherproof / Sound Reducing Cabinet  
**Large Sound Kit Sub Assembly**  
Cabinet mounting pad  
Cabinet Exhaust Fan  
**Six (6) Air Station Bottom Diffusers**  
(Dual Membrane / Self Cleaning)  
Check Valves  
Adjustable air distribution manifolds  
**4,700 ft. underwater self-weighted air delivery tubing**  
(5/8" ID / 1 1/4" OD)  
All labor and parts necessary for proper installation

2. Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.

**\*For all single-phase units** customer must provide suitable 208/240V power source with appropriate breaker or disconnect for electrical connection by the edge of the pond, next to the site where the compressor cabinet is to be placed. SOLitude Lake Management® can arrange for any additional electrical work necessary to meet these electrical requirements for an additional fee. SOLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above. The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).

#### **Manufacturer Warranty:**

1. Manufacturer warrants the complete cabinet system for **three (3) years** from the date of installation against any defects in materials and workmanship. Excludes wearable parts: air filters & compressor maintenance kits, cabinet itself carries lifetime warranty against rust.
2. Manufacturer warrants Air Station Membrane Diffusers for **five (5) years** and bottom line tubing for **fifteen (15) years** from the date of installation against any defects in materials and workmanship.
3. The manufacturer's warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer performs any service, repair, or other work to the fountain/aeration system during the warranty period.



- b. The fountain/aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

SOLitude Lake Management Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Company warrants all labor for the fountain/aeration system for a period of **ninety (90) days** from the date of installation.
3. The Company warranty will be voided if:
  - a. Any person not specifically authorized by Company performs any service, repair, or other work to the fountain/aeration system.
  - b. The fountain/aeration is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.
4. The customer will be responsible for shipping charges to return the items for evaluation and repair in the event the items are not covered by the warranty. The customer will be responsible for repair or replacement costs, along with the return shipping and labor associated with SOLitude Lake Management.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.





**SCHEDULE B – PRICING SCHEDULE**

Total Price: **\$14,927.00** Price is valid for 60 days from the Effective Date

**Due upon execution of this Agreement: 50% of the Total Price**

**Due upon completion of the services: remaining 50% of the Total Price**

## EXHIBIT 5



DRAFT

	FY 2025 ACTUAL-- UNAUDITED	FY 2026 ADOPTED	PERCENTAGE CHANGE BETWEEN FY 2025 AND FY 2026	10/1/2025- 12/30/2025 ACTUAL	FY 2027 PROJECTED	PERCENTAGE CHANGE BETWEEN FY 2026 AND FY 2027
<b>REVENUES</b>						
<b>Assessments Levied (net of allowable discounts):</b>						
Assessment Levy - General Fund	\$ 4,343,318	\$ 4,642,810	7.55%	\$ 4,078,745	\$ 4,898,165	5.50%
Assessment Levy - Infrastructure Reinvestment	\$ -	\$ -				
Assessment Levy - Escalante Fund (Statement 2)	\$ -	\$ -				
Assessment Levy- LaVista Landscape Restoration	\$ 26,028	\$ 4,000	-84.53%	\$ 3,514	\$ 4,000	0.00%
Assessment Levy-Escalante for Parking Lot Property Tax	\$ 2,850	\$ 2,973	5.01%	\$ 2,612	\$ 3,241	9.01%
On Roll Excess Fees	\$ -	\$ -				
<b>Additional Revenues:</b>						
Fund Balance Forward	\$ -	\$ -	20.84%		\$ 258,463	
Golf Course Parking Lot		\$ -				
Café and Amenity Revenue		\$ -			\$ -	
Reuse Water	\$ 32,297	\$ 23,000		\$ 8,315	\$ 23,000	0.00%
Gate & amenity guest	\$ 19,142	\$ 9,000		\$ 3,433	\$ 9,000	0.00%
Tennis	\$ 2,009	\$ 500		\$ 366	\$ 500	0.00%
Room rentals & Rec. Center Use Fee	\$ 1,037	\$ 2,000		\$ 697	\$ 2,000	0.00%
Interest - investments	\$ 187,614	\$ 150,000	400.00%	\$ 38,540	\$ 120,000	-20.00%
Miscellaneous	\$ 1,787	\$ -		\$ 3,606	\$ -	
Amenity activity share	\$ -	\$ -		\$ -	\$ -	
Insurance proceeds	\$ 2,336	\$ -		\$ -	\$ -	
Grant	\$ -	\$ -		\$ -	\$ -	
Settlements	\$ -	\$ -		\$ -	\$ -	
State reimbursement - Hurricane	\$ -	\$ -		\$ -	\$ -	
<b>TOTAL REVENUES</b>	<b>\$ 4,618,418</b>	<b>\$ 4,834,283</b>	<b>6.62%</b>	<b>\$ 4,139,828</b>	<b>\$ 5,318,369</b>	<b>10.01%</b>

DRAFT

**EXPENDITURES****ADMINISTRATIVE**

	FY 2025 ACTUAL- UNAUDITED	FY 2026 ADOPTED	PERCENTAGE CHANGE BETWEEN FY 2025 AND FY 2026	10/1/2025- 12/30/2025 ACTUAL	FY 2027 PROJECTED	PERCENTAGE CHANGE BETWEEN FY 2026 AND FY 2027
Supervisors - regular meetings	\$ 11,800	\$ 12,000		\$ 3,000	\$ 12,000	0.00%
Supervisor - workshops	\$ 6,800	\$ 9,000		\$ -	\$ 9,000	0.00%
District Management Services						
District management	\$ 46,032	\$ 46,634	5.00%	\$ 11,659	\$ 48,499	4.00%
Administrative	\$ 11,806	\$ 12,396	5.00%	\$ 3,099	\$ 12,892	4.00%
Accounting	\$ 24,378	\$ 25,597	5.00%	\$ 6,399	\$ 26,620	4.00%
Assessment roll preparation	\$ 10,727	\$ 11,264	5.00%	\$ 2,816	\$ 11,714	4.00%
Disclosure report	\$ -	\$ -		\$ -	\$ -	
Arbitrage rebate calculation	\$ -	\$ -		\$ -	\$ -	
Office supplies	\$ -	\$ 1,180	0.00%	\$ -	\$ 1,215	3.00%
Postage	\$ 3,799	\$ 4,104	15.98%	\$ 203	\$ 4,228	3.00%
Trustee	\$ -	\$ -		\$ -	\$ -	
Audit	\$ 4,400	\$ 4,500	2.27%	\$ -	\$ 4,680	4.00%
Legal - general counsel	\$ 137,428	\$ 170,000	49.03%	\$ 30,285	\$ 175,100	3.00%
Engineering	\$ 60,144	\$ 45,796	7.00%	\$ 2,300	\$ 47,170	3.00%
Engineering: Stormwater Analysis Report (5 Year Intervals)	\$ -	\$ 5,000		\$ -	\$ 5,000	
Legal advertising	\$ 2,588	\$ 5,000	-18.49%	\$ 193	\$ 5,150	3.00%
Bank fees	\$ 1,024	\$ 1,858	5.00%	\$ -	\$ 1,914	3.00%
Dues & licenses	\$ 175	\$ 175	-15.23%	\$ 175	\$ 180	3.00%
Property taxes	\$ 2,842	\$ 2,973	5.00%	\$ 2,553	\$ 3,062	3.00%
Tax collector	\$ -	\$ -		\$ -	\$ -	
Reserve Study	\$ 11,100			\$ -	\$ -	
Contingencies & Administrative-Other	\$ 10,511	\$ 96,160	284.64%	\$ 7,625	\$ -	
<b>TOTAL ADMINISTRATIVE</b>	<b>\$ 345,554</b>	<b>\$ 453,636</b>	<b>44.35%</b>	<b>\$ 70,307</b>	<b>\$ 368,424</b>	<b>-18.78%</b>

DRAFT

**INFORMATION AND TECHNOLOGY**

	FY 2025 ACTUAL-- UNAUDITED	FY 2026 ADOPTED	PERCENTAGE CHANGE BETWEEN FY 2025 AND FY 2026	10/1/2025- 12/30/2025 ACTUAL	FY 2027 PROJECTED
IT support	\$ 30,289	\$ 31,500	-12.23%	\$ 7,647	\$ 32,445
Village Center and Creekside telephone & fax	\$ 10,640	\$ 8,459	7.00%	\$ 2,434	\$ 8,713
Cable/internet-village center/creekside	\$ 18,015	\$ 17,200	19.07%	\$ 4,808	\$ 17,716
Wi-Fi for gates/Hot Spots	\$ 28,508	\$ 32,897	7.00%	\$ 3,715	\$ 33,884
Landlines/hot spots for gates and cameras	\$ -	\$ -		\$ -	\$ -
Cell phones	\$ 5,800	\$ 8,977	7.00%	\$ 1,321	\$ 9,246
Website hosting & development	\$ -	\$ 1,912	7.00%	\$ -	\$ 1,970
ADA website compliance	\$ 2,104	\$ 1,500	505.49%	\$ 379	\$ 1,545
Communications: e-blast	\$ 696	\$ 631	7.00%	\$ 124	\$ 650
<b>TOTAL INFORMATION AND TECHNOLOGY</b>	<b>\$ 96,052</b>	<b>\$ 103,077</b>	<b>3.08%</b>	<b>\$ 20,428</b>	<b>\$ 106,169</b>

**INSURANCE**

	FY 2025 ACTUAL-- UNAUDITED	FY 2026 ADOPTED	PERCENTAGE CHANGE BETWEEN FY 2025 AND FY 2026	10/1/2025- 12/30/2025 ACTUAL	FY 2027 PROJECTED
Insurance: general liability & public officials	\$ 167,394	\$ 142,000	-27.37%	\$ 141,910	\$ 156,200
Insurance: property	\$ -	\$ -		\$ -	\$ -
Insurance: auto general liability	\$ -	\$ -		\$ -	\$ -
Flood insurance	\$ -	\$ -		\$ -	\$ -
<b>TOTAL INSURANCE</b>	<b>\$ 167,394</b>	<b>\$ 142,000</b>	<b>-27.37%</b>	<b>\$ 141,910</b>	<b>\$ 156,200</b>



DRAFT

**UTILITIES**

	FY 2025 ACTUAL-- UNAUDITED	FY 2026 ADOPTED	PERCENTAGE CHANGE BETWEEN FY 2025 AND FY 2026	10/1/2025- 12/30/2025 ACTUAL	FY 2027 PROJECTED	PERCENTAGE CHANGE BETWEEN FY 2026 AND FY 2027
Electric						
Electric services - #12316, 85596, 65378	\$ 10,549	\$ 9,564	7.00%	\$ 2,774	\$ 9,947	4.00%
Electric- Village Center - #18308	\$ 28,966	\$ 44,638	7.00%	\$ 9,012	\$ 46,423	4.00%
Electric - Creekside - #87064, 70333	\$ 22,195	\$ 32,019	7.00%	\$ 4,789	\$ 33,300	4.00%
Street lights	\$ 26,459	\$ 32,429	7.00%	\$ 6,825	\$ 33,402	3.00%
Propane - spas/café	\$ 39,973	\$ 60,000	82.31%	\$ 15,576	\$ 61,800	3.00%
Garbage - amenity facilities	\$ 19,536	\$ 19,186	7.00%	\$ 5,126	\$ 19,762	3.00%
Water/sewer						
Water services	\$ 261,657	\$ 180,000	18.62%	\$ 56,930	\$ 192,600	7.00%
Water - Village Center - #324043-44997	\$ 18,399	\$ 25,000	14.81%	\$ 4,984	\$ 26,750	7.00%
Water - Creekside - #324043-45080	\$ 13,354	\$ 14,000	50.90%	\$ 2,871	\$ 14,980	7.00%
Pump house shared facility	\$ 7,761	\$ 10,000	82.72%	\$ 23,598	\$ 10,700	7.00%
<b>TOTAL UTILITIES</b>	<b>\$ 448,849</b>	<b>\$ 426,836</b>	<b>21.95%</b>	<b>\$ 132,485</b>	<b>\$ 449,663</b>	<b>5.35%</b>

DRAFT

**FIELD OPERATIONS**

	FY 2025 ACTUAL-- UNAUDITED	FY 2026 ADOPTED	PERCENTAGE CHANGE BETWEEN FY 2025 AND FY 2026	10/1/2025- 12/30/2025 ACTUAL	FY 2027 PROJECTED	PERCENTAGE CHANGE BETWEEN FY 2026 AND FY 2027
Stormwater system						
Aquatic contract	\$ 57,387	\$ 68,052	7.00%	\$ 14,777	\$ 70,094	3.00%
Aquatic contract: lake watch	\$ 2,455	\$ 7,663	43.23%	\$ -	\$ 7,893	3.00%
Aquatic contract: aeration maintenance	\$ 1,289	\$ 5,049	7.00%	\$ 644	\$ 5,200	3.00%
Lake bank spraying	\$ -	\$ -	-100.00%	\$ -	\$ -	
Stormwater system repairs & maintenance	\$ 7,449	\$ 18,403	7.00%	\$ -	\$ 18,955	3.00%
Property maintenance						
Horticultural consultant	\$ 12,000	\$ 12,118	7.00%	\$ 4,000	\$ 12,481	3.00%
Landscape enhancement	\$ -	\$ -		\$ -	\$ 58,000	
Landscape repairs & replacement	\$ 35,409	\$ 50,444	7.00%	\$ 5,210	\$ 51,957	3.00%
Landscape maintenance contract services (FY 2025: First Year of Contract)--VerdeGo	\$ 676,849	\$ 718,070	3.00%	\$ 172,647	\$ 768,335	7.00%
Landscape maintenance: Yellowstone	\$ 70,208	\$ 79,695	5.00%	\$ 17,768	\$ 83,680	5.00%
Tree maintenance (Oak tree pruning)	\$ 46,400	\$ 52,730	7.00%	\$ 28,800	\$ 54,311	3.00%
La Vista Landscape Restoration	\$ -	\$ 4,000	-84.53%	\$ -	\$ 4,000	0.00%
Optional flower rotation	\$ -	\$ 26,750	7.00%	\$ -	\$ 27,553	3.00%
Dog Park Maintenance	\$ 4,200	\$ -	-100.00%	\$ -	\$ 11,000	
Firewise				\$ -	\$ 56,000	
Irrigation repairs & replacement	\$ 39,573	\$ 42,800	7.00%	\$ 2,725	\$ 44,084	3.00%
Roads & bridges repairs	\$ -	\$ -		\$ -	\$ -	
Sidewalk repairs & replacement	\$ -	\$ -		\$ -	\$ 20,000	
Street light maintenance (including but not limited to Photocell, globe, and bulb replacement)	\$ 5,879	\$ 10,795	7.00%	\$ 2,297	\$ 16,119	49.32%
Vehicle repairs & maintenance	\$ 26,375	\$ 18,249	7.00%	\$ 3,228	\$ 18,797	3.00%
Office supplies: field operations	\$ 9,437	\$ 17,672	7.00%	\$ 2,158	\$ 18,202	3.00%
Holiday lights	\$ 4,583	\$ 6,000	-43.49%	\$ 2,714	\$ 6,180	3.00%
CERT operations	\$ 585	\$ 535	7.00%	\$ 413	\$ 551	3.00%
Community maintenance	\$ 114,270	\$ 150,000	-2.41%	\$ 25,344	\$ 303,500	102.33%
Oak Trees	\$ -	\$ -		\$ -		
Storm clean-up/Hurricane Clean up	\$ 225,603	\$ 32,819	7.00%	\$ -	\$ 34,459	5.00%
Miscellaneous contingency	\$ -	\$ -		\$ -	\$ -	

DRAFT

<b>TOTAL FIELD OPERATIONS</b>	\$ 1,339,951	\$ 1,321,843	0.23%	\$ 282,725	\$ 1,691,351	27.95%
-------------------------------	--------------	--------------	-------	------------	--------------	--------



DRAFT

**STAFF SUPPORT**

	FY 2025 ACTUAL-- UNAUDITED	FY 2026 ADOPTED	PERCENTAGE CHANGE BETWEEN FY 2025 AND FY 2026	10/1/2025- 12/30/2025 ACTUAL	FY 2027 PROJECTED	PERCENTAGE CHANGE BETWEEN FY 2026 AND FY 2027
Payroll	\$ 690,615	\$ 785,000	5.80%	\$ 182,759	\$ 824,250	5.00%
Merit pay/bonus	\$ 33,809	\$ 45,000		\$ 13,862	\$ 45,000	0.00%
Payroll taxes	\$ 61,564	\$ 63,100	19.06%	\$ 29,799	\$ 91,904	45.65%
Compensation)	\$ 113,959	\$ 111,000	-19.12%	\$ 23,150	\$ 118,770	7.00%
Insurance: workers' compensation	\$ 13,543	\$ 30,000	50.00%	\$ 6,628	\$ 30,000	0.00%
Payroll services/PEO Services	\$ 10,848	\$ 34,000	444.00%	\$ 5,284	\$ 30,000	-11.76%
Mileage reimbursement	\$ 4,331	\$ 8,000		\$ 830	\$ 8,000	0.00%
Vehicle Allowance	\$ -	\$ -		\$ -	\$ -	
Additional Staffing	\$ -	\$ -		\$ -	\$ -	
<b>TOTAL STAFF SUPPORT</b>	<b>\$ 928,669</b>	<b>\$ 1,076,100</b>	<b>6.39%</b>	<b>\$ 262,312</b>	<b>\$ 1,147,924</b>	<b>6.67%</b>

**AMENITY OPERATIONS**

	FY 2025 ACTUAL-- UNAUDITED	FY 2026 ADOPTED	PERCENTAGE CHANGE BETWEEN FY 2025 AND FY 2026	10/1/2025- 12/30/2025 ACTUAL	FY 2027 PROJECTED	PERCENTAGE CHANGE BETWEEN FY 2026 AND FY 2027
Amenity Management & Operations (Contract ends FY 2030)	\$ 698,572	\$ 735,000	5.00%	\$ 182,670	\$ 760,843	3.52%
A/C maintenance and service	\$ 5,800	\$ 23,521	7.00%	\$ 5,089	\$ 24,227	3.00%
Fitness equipment service	\$ 1,450	\$ 3,400	-6.87%	\$ 425	\$ 3,502	3.00%
Music licensing	\$ 4,450	\$ 4,580	7.00%	\$ 2,207	\$ 4,717	3.00%
Pool/spa permits	\$ 896	\$ 1,104	7.00%	\$ -	\$ 1,138	3.00%
Pool chemicals	\$ 40,927	\$ 28,446	7.00%	\$ 11,732	\$ 29,299	3.00%
Pest control	\$ 3,024	\$ 2,850	7.00%	\$ 875	\$ 2,935	3.00%
Amenity maintenance	\$ 222,554	\$ 168,525	7.00%	\$ 35,961	\$ 180,322	7.00%
Special events	\$ 7,839	\$ 17,418	7.00%	\$ 3,219	\$ 17,940	3.00%
<b>TOTAL AMENITY</b>	<b>\$ 985,512</b>	<b>\$ 984,843</b>	<b>5.45%</b>	<b>\$ 242,178</b>	<b>\$ 1,024,923</b>	<b>4.07%</b>

DRAFT

**SECURITY**

Gate access control staffing (Year to Year contract)  
 Additional guards  
 Guardhouse facility maintenance  
 Gate communication devices  
 Gate operating supplies

Fire & security system

**TOTAL SECURITY**

FY 2025 ACTUAL-- UNAUDITED	FY 2026 ADOPTED	PERCENTAGE CHANGE BETWEEN FY 2025 AND FY 2026	10/1/2025- 12/30/2025 ACTUAL	FY 2027 PROJECTED	PERCENTAGE CHANGE BETWEEN FY 2026 AND FY 2027
\$ 208,072	\$ 239,556	5.00%	\$ 48,406	\$ 246,743	3.00%
\$ 468	\$ 7,490	7.00%	\$ 786	\$ 7,715	3.00%
\$ 21,390	\$ 28,088	5.00%	\$ 6,446	\$ 39,438	40.41%
\$ 10,339	\$ 11,814	7.00%	\$ 3,276	\$ 23,149	95.95%
\$ 10,772	\$ 31,500	5.00%	\$ 2,102	\$ 48,945	55.38%
\$ 3,214	\$ 7,500	7.00%	\$ 1,294	\$ 7,725	3.00%
\$ 254,255	\$ 325,947	5.16%	\$ 62,310	\$ 373,715	14.65%

**TOTAL O&M EXPENDITURES**

FY 2025 ACTUAL-- UNAUDITED	FY 2026 ADOPTED	PERCENTAGE CHANGE BETWEEN FY 2025 AND FY 2026	10/1/2025- 12/30/2025 ACTUAL	FY 2027 PROJECTED	PERCENTAGE CHANGE BETWEEN FY 2026 AND FY 2027
\$ 4,566,236	\$ 4,834,282	6.62%	\$ 1,214,655	\$ 5,318,369	10.01%

DRAFT

**FUND BALANCES**

	FY 2025 ACTUAL-- UNAUDITED	FY 2026 ADOPTED		10/1/2025- 12/30/2025 ACTUAL	FY 2027 PROJECTED
Beginning Balance	\$ 2,648,708	\$ 2,700,888			\$ 2,569,906
Excess (deficiency) of revenues over (under) expenditures	\$ 52,182	\$ 1			\$ (0)
Adjustements for Rounding Numbers	\$ (2)	\$ (1)			
Transfer In (Out)	\$ -	\$ (130,982)			\$ (258,463)
Ending Fund Balance	\$ 2,700,888	\$ 2,569,906			\$ 2,311,442
Nonspendable:					
Prepaid Items	\$ 17,578				
Committed:					
Disaster	\$ 803,419	\$ 423,506			\$ 438,329
Roads					
Future Capital Projects					
Assigned:					
months (1 1 22), 210 MONTHS (1 1 21), 2	\$ 755,668	\$ 805,714			\$ 886,395
Subsequent Year's Expenditures		\$ -			\$ -
Unassigned	\$ 1,124,223	\$ 1,340,686			\$ 986,719
Ending Balance	\$ 2,700,888	\$ 2,569,906			\$ 2,311,442