



Advanced Meeting Package

Regular Meeting

*Thursday
February 19, 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 19, 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 . We look forward to seeing you at the meeting.

Sincerely,

David McInnes

David McInnes
District Manager



Community Development District

| | | | |
|---------------|---|-------------------------|---------------------------|
| Meeting Date: | Thursday, February 19, 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: | Zoom Link |

Revised Agenda

I. Call to Order/ Roll Call

II. Pledge of Allegiance

III. Audience Comments – *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 Supervisor outside of the context of the meeting.*

IV. Presentation of Proof of Publication(s)

[Exhibit 1](#)
[Pg. 7](#)

V. Staff Reports

- A. District Engineer: David Sowell
- B. Amenity Manager: John Lucansky [Exhibit 2](#)
[Pgs. 9-11](#)
- C. Operations Supervisor: Vanessa Stepniak
 - 1. Presentation of Capital Project Plan Tracker [Exhibit 3](#)
[Pg. 13](#)
 - 2. Monthly Report [Exhibit 4](#)
[Pgs. 15-17](#)
- D. District Counsel: Scott Clark [Exhibit 5](#)
[Pg. 19](#)
- E. District Manager: David McInnes
 - 1. Meeting Matrix [Exhibit 6](#)
[Pgs. 21-27](#)
 - 2. Action Item Report [Exhibit 7](#)
[Pgs. 29-33](#)

VI. Consent Agenda Items

- A. Consideration for Acceptance – The December 2025 Unaudited Financial Report [Exhibit 8](#)
[Pgs. 35-41](#)
- B. Consideration for Acceptance – The January 2026 Unaudited Financial Report [Exhibit 9](#)
[Pgs. 43-49](#)
- C. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held January 15, 2026 [Exhibit 10](#)
[Pgs. 51-58](#)
- D. Ratification of Agreement for District Management Services (Between Grand Haven CDD/FCS Management Group, LLC/DPFG Management & Consulting, LLC d/b/a Vesta District Services) [Exhibit 11](#)
[Pgs. 60-76](#)

VII. Business Items

- A. Consideration & Adoption **Resolution 2026-03**, Decreasing the Number of Non-Resident Annual Members [Exhibit 12](#)
[Pgs. 78-79](#)
- B. Consideration of Overtone Acoustics for Ceiling Tiles in Waterside Café Proposal - \$42,224.82 [Exhibit 13](#)
[Pg. 81](#)

VIII. Discussion Topics

- A. Supervisor Suggested Questions for Board Candidates [Exhibit 14](#)
[Pg. 83](#)
- B. Modifications to Existing Contract for District Management Services (Between Grand Haven CDD and Vesta Property Services, Inc.) [Exhibit 15](#)
[Pgs. 85-100](#)

VIII. Discussion Topics – continued

D. Budget Process & Policies – Supervisor Chism

1. Budget Policies

[Exhibit 16](#)

[Pg. 102](#)

2. Budget Process Draft

[Exhibit 17](#)

[Pgs. 104-106](#)

E. FCS Management Group, LLC Contract and Performance Measures—Supervisor Chism

[Exhibit 18](#)

[Pgs. 108-109](#)

F. 10-Yr. Plan Updates

G. Pending Supervisor Led Projects

IX. Supervisors' Requests

X. Action Items Summary

XI. Meeting Matrix Summary

XII. 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 19, 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

7763-335544

Feb. 12, 2026

EXHIBIT 2



Monthly Amenity Update

Date of report 2-12-2026

Submitted by: John Lucansky

January Events:

- Line dancing was held January 5th , 18 residents participated
- Karaoke Night was very successful
- Trivia night sold out in 1 hour , 152 participants
- Bocce banquet was held on the 22nd with 140 residents attending
 - Buffett dinner was served
- The community yard sale was brought back and had nice attendance
 - 26 tables selling items
 - Hosted by the GH Family Fund
- Bingo was on the 27th with 99 attending
- Tequilla Tasting was very well attended
 - 45 residents signed up

Amenities:

- Tennis and pickleball play have increased due to the snowbirds being back and visiting family
- Croquet showing strong participation

Tiki Hut

- Closed for the Winter season will reopen in Spring. Date TBD.

Tennis Courts:

- New nets were installed on courts 5 & 6.
- Some windscreens are showing tearing and dry rot and will need replaced soon
- Clay was added to courts 1, 2, 3, and 4 March 5th
- Courts are currently rolled twice a month as needed.

Pickleball:

- New pickleball machine was purchased. Old one was not fixable

Bocce:

- Bocce season ended in December
 - Participation is very strong. 165 participating
- Spring season to start

Amenities quality checks and reporting:

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

EXHIBIT 3

GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
FY2025/2026 CAPITAL IMPROVEMENT PLAN PROJECT TRACKER
02/11/2025

| Line | Description | Budgeted Cost | Variance (+/-) | Invoiced Amount | Final Cost | Comments/Notes | Completed |
|------|--|--------------------|------------------|------------------|-----------------|--|-----------|
| 1 | Gate & Gate Operator - Replacement | \$13,401 | | \$1,833 | | First order received 12/23/2025 | |
| 2 | Concrete Curb and Gutter Replacement | \$60,000 | | \$3,779 | | In progress by CDD staff | |
| 3 | Concrete Replacement | \$20,000 | | \$10,625 | | In progress by CDD staff | |
| 4 | Repairs Prior to Roadwork | \$75,000 | | | | | |
| 5 | Firewise Projects | \$57,758 | | \$24,200 | | In progress under the direction of the District Horticulturist | |
| 6 | Road Repairs | \$33,502 | | | | | |
| 7 | Camera and DVR Replacement | \$12,061 | | \$8,100 | | Next round of replacements to be scheduled | |
| 8 | Storm Water Pipe Repairs & Replacements | \$200,000 | | | | | |
| 9 | Pond Bank Erosion Issues | \$39,344 | | \$14,500 | | Work began on two locations on Osprey Circle 2/9/26 | |
| 10 | Tiki Hut Furniture | \$5,500 | | | | Evaluating options and requesting quotes from vendors | |
| 11 | Drinking Fountain, Outdoor - Clubhouse ((CAC)) | \$1,801 | -\$18 | \$1,782 | \$1,782 | Completed 12/22/2025 | x |
| 12 | Irrigation Pump/Motor, 50 Hp | \$56,861 | | | | | |
| 13 | Lake Aerator (Annual) | \$40,228 | | | | Proposals for two locations approved by Board on 2/5/26 | |
| 14 | Landscape Enhancements-Annual Reinvestment | \$59,703 | | \$20,182 | | In progress under the direction of the District Horticulturist | |
| 15 | Monument and Mailbox Replacements | \$25,000 | | \$16,801 | | Mailboxes ordered for Pine Harbor Village | |
| 16 | Trellis, PT Wood - Clubhouse (CAC) | \$10,775 | | | | Seeking quotes for necessary supplies | |
| 17 | Street Signs and Poles, Replacement | \$10,000 | | \$1,377 | | First round of signs received 1/6/2026 | |
| 18 | Shelter Fabric, Recover - (VC) Tennis Court | \$1,493 | | | | | |
| 19 | Roadway | \$145,600 | | | | | |
| 20 | Pavers, Interlocking - Front St Esplanade Entrances (3 t | \$60,001 | | | | Seeking proposals from multiple vendors | |
| 21 | Meter/Breaker Box Repair & Replacement | \$23,000 | | | | Seeking proposals from multiple vendors | |
| 22 | Tree Removal | \$84,000 | | | | Scheduled to begin in March 2026 | |
| 23 | Pergola Reconstruction | | \$171,592 | \$42,898 | | Project scheduled to begin 01/26/26 | |
| 24 | Callboxes | | \$49,364 | \$49,364 | \$49,364 | Final kiosk was installed on 11/04/25 | x |
| 25 | Curb/Gutter Replacement (Cline) | | \$45,573 | \$45,573 | \$45,573 | Completed 11/10/25. | x |
| 26 | | | | | | | |
| 27 | Totals: | \$1,035,027 | \$266,511 | \$241,014 | \$96,720 | | |

EXHIBIT 4

Monthly Operations Report

Prepared by: Vanessa Stepniak, Operations Supervisor

Submitted: February 11th, 2026

OVERVIEW

Operations this month focused

PROJECT STATUS REPORT – Pergola Reconstruction, Village Center

| Cap/O &M | Budget Amt | Contr Date | Sched Start Date | Act Start Date | Sched Comp Date | Cur % Comp | Amt Paid to Date | Act Com Date | Act Final Cost | Budget Var | Expl of Var |
|-------------|---------------|---------------|------------------------|----------------------|-----------------------|---------------|---------------------|--------------------|----------------------|---------------|----------------|
| O&M | \$171,592 | 8/20/25 | 1/26/26 | 1/27/26 | 3/23/26 | 20% | \$42,898 | | | | |

Pergola Reconstruction – Village Center

Status: On Schedule

Overall Completion: 20%

Budget: \$42,898 expended of \$171,592 approved

Progress to Date:

The contractor has completed installation of all metal flanges on the concrete pillars. All vertical beams have been installed.

Currently:

- Shoring of vertical beams
- Installation of horizontal beams to follow

Pond Bank Reinforcement Installations – Osprey Circle

Status: On Schedule

Overall Completion: 40%

Project Start Date: 02/09/2026

Target Completion: 02/20/2026

Board Approved Amount: \$29,000

Total Project Budget: \$39,344

Amount Paid to Date: \$14,500 deposit

Project Scope:

Installation of coquina rock reinforcement along pond banks at two locations on Osprey Circle to address erosion and reinforce pond bank stability.

Progress to Date:

The contractor began work as scheduled on February 9, 2026. Installation of coquina rock is currently in progress and is almost complete at one of the two locations.

Additional Work:

Any sod disturbed during construction will be replaced. Sod replacement costs will be covered within the approved project budget.

Contractor Update:

The contractor confirmed the project remains on schedule for completion by 02/20/2026.

Aerator Installations – Ponds 23 and 28

Status: Board Approved – Pending Contract Execution

Board Approval Date: February 5, 2026

Amount Paid to Date: \$0

Project Scope:

Installation of aeration systems in Pond 23 on Riverbend Drive, and Pond 28 on N. Waterview Drive.

Progress to Date:

The Board approved the proposal at the 02/05/2026 meeting. The contract was drafted by District counsel and sent to the contractor for review on 02/09/2026. The contract has not yet been executed.

Next Steps:

- Execute contract
- Submit required deposit
- Contractor to order equipment
- Contractor to provide scheduled start date

Freeze Damaged Landscape Update – Community Wide

Status: Assessment Underway

Vendor: VerdeGo Landscaping

District Oversight: Louise Leister, District Horticulturist

Overview:

Following the recent freeze, there has been damage to landscaping throughout the community. VerdeGo and the District Horticulturist have inspected the community for damaged plantings.

Community-Wide Plan:

Damaged plants at the Village Center and Creekside amenity buildings will be replaced to restore appearance. At Creekside, hedges in the front of the building will be cut back this week to evaluate regrowth. Replacement plants are on standby if regrowth does not occur within one to two weeks.

Cutbacks for the remainder of the community will begin at the end of February, with a follow-up assessment to determine if additional plant replacement is needed. The District Horticulturist will work with VerdeGo to develop a comprehensive plan for recovery and long-term landscape health.

EXHIBIT 5

GRAND HAVEN MEETING ATTORNEY REPORT LIST (2/19/26)

1. Golf Course

This matter is ongoing, and any new information or updates will be provided

2. Hurricane Milton Reimbursements

Following the discussion at the January meeting of FEMA's closeout of the claim for the pergola deductible, FEMA reversed its prior action, allowing us to continue to pursue the claim. We will determine what is available to us.

3. District Structure

The District Manager agreement has been drafted and is under counsel review. It should be in place before the meeting. Certain followup steps will need to be discussed at the meeting.

4. Pending Legislation

A brief update will be provided on this.

5. Chapter 2 Repeal

During a recent review of the District's Rules of Procedure, staff found that Chapter 2 of the rules remains on the books. Chapter 2 dealt with the District's water and sewer utility and its rates. The utility was sold to the City of Palm Coast in 2005, but the rule still exists. This should be noticed for repeal at the March meeting..

6. Attorney Fee Tracker

January 2026 fees: \$19,265 (heavily influenced by tree project; approximately \$6,200 for January)

Over/Under Budget: \$4,866.50 (year to date)

EXHIBIT 6

GRAND HAVEN MEETING AGENDA MATRIX

| | | | |
|--------------------|----------------------------------|---|--|
| <i>March, 2026</i> | | | |
| | <i>Regular Meeting: 3/19</i> | <p><i>Presentations</i></p> <p><i>Staff Reports</i></p> <ul style="list-style-type: none"> 1. District Engineer 2. District Counsel 3. District Manager <p><i>Consent Agenda Items</i></p> <ul style="list-style-type: none"> 1. Meeting Minutes <ul style="list-style-type: none"> 1a. 2/5/2026 Workshop 1b. 2/19/2026 Regular Meeting 2. Unaudited Financials—February 2026 <p><i>Business Items</i></p> <ul style="list-style-type: none"> 1. PH for Repeal of Rule II <p><i>Discussions</i></p> <ul style="list-style-type: none"> 1. 10 Year Plan Updates 2. Pending Supervisor Led Projects | |

GRAND HAVEN MEETING AGENDA MATRIX

| | | | |
|--------------------|----------------------------------|--|--|
| April, 2026 | | | |
| | Regular Meeting: 4/16 | <p><i>Presentations</i></p> <p><i>Staff Reports</i></p> <ul style="list-style-type: none"> 1. District Engineer 2. District Counsel 3. District Manager <p><i>Consent Agenda Items</i></p> <ul style="list-style-type: none"> 1. Meeting Minutes—3/19/2026 Regular Meeting 2. Unaudited Financials—March 2026 <p><i>Business Items</i></p> <p><i>Discussions</i></p> <ul style="list-style-type: none"> 1. 10 Year Plan Updates 2. Pending Supervisor Led Projects | |

GRAND HAVEN MEETING AGENDA MATRIX

| | | | |
|-----------|--------------------------|--|--|
| May, 2026 | Workshop 5/7 | <p><i>Presentations</i></p> <p><i>Discussions</i></p> <ul style="list-style-type: none"> 1. FY 27 Budget Finalization 2. 10 Year Plan Updates 3.. Pending Supervisor Led Projects | |
| | Regular Meeting: 5/22 | <p><i>Presentations</i></p> <p><i>Staff Reports</i></p> <ul style="list-style-type: none"> 1. District Engineer 2. District Counsel 3. District Manager <p><i>Consent Agenda Items</i></p> <ul style="list-style-type: none"> 1. Meeting Minutes—4/16/2026 Regular Meeting 2. Unaudited Financials—April 2026 <p><i>Business Items</i></p> <ul style="list-style-type: none"> 1. Approval of the FY 26 Budget <p><i>Discussions</i></p> <ul style="list-style-type: none"> 1. 10 Year Plan Updates 2. Pending Supervisor Led Projects | |

GRAND HAVEN MEETING AGENDA MATRIX

| | | | |
|-------------------|--|--|--|
| June, 2026 | Workshop 6/4 | <p><i>Presentations</i></p> <p><i>Discussions</i></p> <ul style="list-style-type: none"> 1. 10 Year Plan Updates 2. Pending Supervisor Led Projects | |
| | Regular Meeting: 6/18 | <p><i>Presentations</i></p> <p><i>Staff Reports</i></p> <ul style="list-style-type: none"> 1. District Engineer 2. District Counsel 3. District Manager <p><i>Consent Agenda Items</i></p> <ul style="list-style-type: none"> 1. Meeting Minutes <ul style="list-style-type: none"> 1a. 5/7/2026 Workshop 2a. 5/22/2026 Regular Meeting 2. Unaudited Financials—May 2026 <p><i>Business Items</i></p> <p><i>Discussions</i></p> <ul style="list-style-type: none"> 1. 10 Year Plan Updates 2. Pending Supervisor Led Projects | |

GRAND HAVEN MEETING AGENDA MATRIX

| | | | |
|-------------------|--|--|---|
| Unscheduled Items | | <p><i>Future Workshop Issues:</i></p> <ul style="list-style-type: none">• 1. Future of Amenities Discussion• 2. 10-year Landscape Enhancements (Louise)• 3. Budget Reduction Suggestion by Residents• 4. Presentation by Amenity Manager on Future Amenity Ideas• 5. Framework for Sports Professional• 6. Bullet Point Guidelines for Residents to Follow Regarding Pond Bank Matters• 7. Word Search for Certain Documents (Minutes and Resolutions)• 8. Dog Park Possibility at Creekside <p><i>Future Meeting Issues:</i></p> <ul style="list-style-type: none">• 1. 10-Year Plan Presentation to Residents• 2. MBS Capital Markets LLC (Bond Underwriter)• 3. Review of Ponds 1 & 2 Opening for Fishing (August Regular Meeting) | <ul style="list-style-type: none">• 1. 11/6/2025 meeting request from Dr. Merrill• 2. 11/6/2025 meeting request from Dr. Merrill• 5. John Lucansky to provide suggested framework• 6. 9/19/2024 Meeting: Louise to research and provide guidelines (bullet point fashion)• 3. Part of motion made at the 2/5/2026 meeting |
| | | | |

GRAND HAVEN MEETING AGENDA MATRIX

| SUBJECT | NOTES |
|---|---|
| Communications (FY 23-FY 24 Goal) | <ul style="list-style-type: none"> Ten year plan presentation—on Hold |
| Safety and Security (FY 23-FY 24 Goal) | <ul style="list-style-type: none"> Plan for more perimeter fencing: Flagler County seeking funding alternatives. 10/5/2023 workshop added the matter of sound barrier walls; 1/4/2024 workshop: Barry provided rough estimate: 6/6 workshop update from Supervisor Crouch. County to repair fencing along Colbert Lane |
| Café' Renovations (FY 23-FY 24 Goal) | <ul style="list-style-type: none"> Completed |
| Vesta's Participation in Café (FY 23-FY 24 Goal) | <ul style="list-style-type: none"> Completed |
| Parking Lot (FY 23-FY 24 Goal) | <ul style="list-style-type: none"> 3/20/2025: Board voted to end project |
| What to do with Parcel K (FY 23-FY 24 Goal) | <ul style="list-style-type: none"> Ongoing |
| Parcel next to Golf Course (Easement) (FY 23-FY 24 Goal) | <ul style="list-style-type: none"> Ongoing |
| Banking Oversight (FY 23-FY 24 Goal) | <ul style="list-style-type: none"> Ongoing |
| Oak Tree Management (FY 23-FY 24 Goal) | <ul style="list-style-type: none"> Ongoing |
| Dog Park (FY 23-FY 24 Goal) | <ul style="list-style-type: none"> Minimal upgrades: (10/19/2023 Meeting);--Pending Further Discussion by Board |
| Review/revise employee benefit program (FY 25-FY 26 Goal) | <ul style="list-style-type: none"> Done |
| Reserve Study (FY 25-FY 26 Goal) | <ul style="list-style-type: none"> Done |
| Pond and Tree Programs (FY 25-FY 26 Goal) | <ul style="list-style-type: none"> Underway |
| CDD Managerial Staff (recommendations from DM, OS and OM) (FY 25-FY 26 Goal) | |
| Barrier System for Feral Hogs (establish a FFG) (FY 25-FY 26 Goal) | <ul style="list-style-type: none"> Underway (FFG) |
| Landscaping company for all of Grand Haven (discuss with Louise) (FY 25-FY 26 Goal) | |
| Analysis of Grand Haven (Supervisor Foley) (FY 25-FY 26 Goal) | <ul style="list-style-type: none"> 3/6/2025: Board decided to pause this matter |
| Emergency Exit for Wild Oaks (FY 25-FY 26 Goal) | <ul style="list-style-type: none"> On Hold (2/5/2026 Regular Meeting) |
| | |

GRAND HAVEN MEETING AGENDA MATRIX

EXHIBIT 7

| Date of Action Item | Action Item | Status |
|----------------------|---|--------------------------------|
| | DISTRICT MANGER SECTION | |
| | | |
| 2/5/2026 | DM to send a copy of the last Storm Water Report (from the DE) to the Board | Done |
| | | |
| XXXXXXXXXXXX XXXX | XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXX | XXXXXXXXXXXXXXXXXXXX XXXXXX |
| | | |
| | OPERATIONS MANAGER/OPERATIONS SUPERVISOR SECTION | |
| | | |
| 2/1/2024 | OM to obtain proposal for surveying boundary for all of Grand Haven | Paused |
| | | |
| 4/18/2024 | OM to review operational performance of stormwater structures | Underway |
| | | |
| 6/20/2024 | OM to provide Board with feedback from employees on current benefits | Underway |
| | | |
| 7/18/2024 | OS to visit 2 other CDDs each year to see how they operate and to speak with their staff regarding matters of interest | |
| | | |
| 7/18/2024 | OM and OS review information provided by Grand Haven resident at a recent meeting regarding how the community of Celebration deals with minimizing potential sidewalk and roadway damage from Oak Trees | |
| | | |
| 9/5/2024 | OS--Louise to contact IFAS to see if new treatment is available for duckweed (memo back to Board on findings) | |
| | | |
| 9/19/2024 | OS--Louise to research and provide guidelines (bullet point fashion) for residents to follow around ponds. These will be discussed in a future workshop before being disseminated to residents | |

| | | |
|------------|--|----------|
| | | |
| 9/30/2024 | OM to establish replacement process for District Assets | |
| 9/30/2024 | OM/OS to place signage on bathroom doors stating “Resident Use Only” | |
| | | |
| 11/7/2024 | OS to provide suggestions to limit golf course users from accessing and using District amenities | |
| | | |
| 4/17/2025 | OM to proceed with obtaining a proposal for emergency exit in Wild Oak | Paused |
| | | |
| 10/16/2025 | OS: Send E-Blast in May. 2026 regarding qualifying for Board seat during June qualifying period with Supervisor of Elections | |
| 11/6/2025 | OM to provide updated amounts for paver/sidewalk damage at golf course | |
| | | |
| 11/6/2025 | OM to provide pricing for in-house vs. hiring outside vendor for dog park drainage project | On hold |
| | | |
| 11/6/2025 | OS/Amenity Manager to send out E-Blasts about parking at Village Center | |
| | | |
| 11/6/2025 | OS (Louise) to provide 10-year landscape enhancement plan | |
| | | |
| 12/4/2025 | OM to speak with DC regarding leaf pick up restraints | |
| | | |
| 12/4/2025 | OM to obtain proposal for purchase of leaf pick up vehicle and proposal for vendor for leaf pick up | Underway |
| | | |
| 12/4/2025 | OM to work with DE on paving proposals for FY 26 | Underway |
| | | |
| 12/4/2025 | OS to work with FFG on Zero Based Budgeting for Contract Tracking and Updates | Underway |

| | | |
|----------------------|---|---|
| | | |
| 1/15/2026 | OM/DM to see if there is enough cost savings in FY 26 Capital Projects to cover the cost of the dog park (for discussion) | Done |
| | | |
| 1/15/2026 | OM to review specs of installation of ceiling tiles to see if staff can do installation and to see if the reduction in noise level can be guaranteed | |
| | | |
| 1/15/2026 | OS to E-Blast Supervisor Foley's statement of GHMA position on Oak Trees | |
| | | |
| 2/5/2026 | OS to check on company to do inspection of storm water pipes near trees to be removed (in pilot project) and report back to the Board if they can do work and the cost of such work | |
| | | |
| 2/5/2026 | OS to obtain quote for roving security patrol | |
| | | |
| 2/5/2026 | OS to obtain proposals for pedestrian gates where needed | |
| | | |
| XXXXXXXXXXXX XXXX | XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXX | XXXXXXXXXXXXXXXXXXXXXXXX XXXXXX |
| | | |
| | DISTRICT ENGINEER SECTION | |
| | | |
| 11/6/2025 | DE to provide proposal for Dog Park Drainage Plan Design | 12/4/2025: Board voted for DE to stop work on this proposal (if not already done) |
| | | |
| 2/5/2026 | DE to contact paving companies regarding the FY 25 paving program | |

| | | |
|----------------------|--|------------------------------------|
| | (Waterside Parkway) to see if project can be below \$300,000 | |
| XXXXXXXXXXXX XXXX | XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXX | XXXXXXXXXXXXXXXXXXXXXXXX XXXXXX |
| | | |
| | BOARD SECTION | |
| | | |
| 3/21/2024 | Dr. Merrill (in conjunction with DC when needed) to see about future plans for Escalante | Underway |
| | | |
| 12/4/2025 | Supervisor Chism to provide list of action items from FFG on Zero Based Budgeting | |
| | | |
| 2/5/2026 | Supervisors to send DM questions for candidates to fill Supervisor Brazen's seat #1 | Done |
| | | |
| 2/5/2026 | Supervisor Chism to send the DM budget process documents to be sent to the Board before the 2/19 Meeting | Done |
| | | |
| | | |
| XXXXXXXXXXXX XXXX | XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXX | XXXXXXXXXXXXXXXXXXXXXXXX XXXXXX |
| | | |
| | DISTRICT COUNSEL SECTION | |
| | | |
| 1/19/2023 | DC to work with City of Palm Coast to determine current storm clean up protocol and to provide a new MOU if possible | Underway |
| | | |
| 4/18/2024 | DC to review agreements with Escalante versus current operational processes | Underway |
| | | |
| 8/1/2024 | DC to write a letter to Escalante regarding the District's desire that they enhance their pond banks maintenance by abiding by Best Management Practices and to list in the letter examples that Louise is to provide of | On hold |

| | | |
|----------|--|------|
| | things she has done (and costs incurred) due to the lack of following BMPs. | |
| | | |
| 2/5/2026 | DC to draft resolution regarding limiting the number of Non-Resident Annual Memberships to Zero for 2/19 meeting | Done |
| | | |

EXHIBIT 8

Grand Haven Community Development District

Financial Statements (Unaudited)

December 31, 2025



Grand Haven CDD

Balance Sheet

December 31, 2025

| | General Fund | Special Revenue Fund | Total |
|--|---------------------|----------------------------|----------------------|
| 1 Assets: | | | |
| 2 BankUnited - Operating | \$ - | \$ - | \$ - |
| 3 Valley National Bank - Operating | 7,715,435 | - | 7,715,435 |
| 4 Truist - Operating | 9,837 | - | 9,837 |
| 5 SBA 161601A | 8,261 | - | 8,261 |
| 6 Interest Receivable | - | - | - |
| 7 Accounts Receivable | 9,096 | - | 9,096 |
| 8 Assessments Receivable | 564,912 | 123,906 | 688,818 |
| 9 Due From Other Funds | - | 2,065,099 | 2,065,099 |
| 10 Deposits | 110 | - | 110 |
| 11 Prepaid Items | 17,468 | - | 17,468 |
| 12 Total Assets | \$ 8,325,120 | \$ 2,189,005 | \$ 10,514,124 |
| 13 Liabilities: | | | |
| 14 Accounts Payable | \$ 66,297 | \$ (119) | 66,178 |
| 15 Deferred Revenue | 564,912 | 123,906 | 688,818 |
| 16 Due to Other Funds | 2,065,099 | - | 2,065,099 |
| 17 Total Liabilities | 2,696,308 | 123,787 | 2,820,095 |
| 18 Fund Balance: | | | |
| 19 Non-Spendable: | | | |
| 20 Prepaid & Deposits | 17,578 | - | 17,578 |
| 21 Assigned: | | | |
| 22 Operating Capital | - | - | - |
| 23 Disaster * | - | - | - |
| 24 Unassigned | 5,611,234 | 2,065,218 | 7,676,451 |
| 25 Total Fund Balance | 5,628,812 | 2,065,218 | 7,694,030 |
| 26 Total Liabilities & Fund Balance | \$ 8,325,120 | \$ 2,189,005 | \$ 10,514,124 |

* \$158,810 (Hurricane Ian) and \$223,884 (Hurricane Milton)

Grand Haven CDD
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period from October 1, 2025 to December 31, 2025

| | FY 2026 Adopted Budget | FY 2026 Month of December | FY 2026 Actual Year-to-Date | Over (Under) Amt to FY Annual Budget | % of Budget |
|---|---------------------------------------|--|--|---|------------------------|
| 1 REVENUES | | | | | |
| 2 Assessments Levied | | | | | |
| 3 Assessment Levy - General Fund | 4,642,810 | \$ 3,113,279 | \$ 4,078,745 | \$ (564,065) | 88% |
| 4 Assessment Levy - Lavista Landscape | 4,000 | 2,682 | 3,514 | (486) | 88% |
| 5 Assessment Levy - Escalante | 2,973 | 1,994 | 2,612 | (361) | 88% |
| 6 Additional Revenues | | | | | |
| 7 Reuse Water | 23,000 | 3,305 | 8,315 | (14,685) | 36% |
| 8 Gate & Amenity Guest | 9,000 | 1,255 | 3,433 | (5,567) | 38% |
| 9 Tennis | 500 | 158 | 366 | (134) | 73% |
| 10 Room Rental & Rec Center Fee | 2,000 | 100 | 697 | (1,303) | 35% |
| 11 Interest - Investments | 150,000 | 16,964 | 38,540 | (111,460) | 26% |
| 12 Miscellaneous | - | 3,502 | 3,606 | 3,606 | - |
| 13 TOTAL REVENUES | 4,834,283 | 3,143,238 | 4,139,829 | (694,454) | 86% |
| 14 EXPENDITURES | | | | | |
| 15 ADMINISTRATIVE | | | | | |
| 16 Supervisors - Regular Meetings | 12,000 | 1,000 | 3,000 | (9,000) | 25% |
| 17 Supervisors - Workshops | 9,000 | - | - | (9,000) | 0% |
| 18 District Management | 46,634 | 3,886 | 11,659 | (34,975) | 25% |
| 19 Administrative | 12,396 | 1,033 | 3,099 | (9,297) | 25% |
| 20 Accounting | 25,597 | 2,133 | 6,399 | (19,197) | 25% |
| 21 Assessment Roll Preparation | 11,264 | 939 | 2,816 | (8,448) | 25% |
| 22 Office Supplies | 1,180 | - | - | (1,180) | 0% |
| 23 Postage | 4,104 | 72 | 203 | (3,901) | 5% |
| 24 Audit | 4,500 | - | - | (4,500) | 0% |
| 25 Legal - General Counsel | 170,000 | 15,938 | 30,285 | (139,715) | 18% |
| 26 Engineering | 45,796 | 383 | 2,300 | (43,497) | 5% |
| 27 Engineering - Stormwater Analysis | 5,000 | - | - | - | - |
| 28 Legal Advertising | 5,000 | - | 193 | (4,808) | 4% |
| 29 Bank Fees | 1,858 | - | - | (1,858) | 0% |
| 30 Dues & Licenses | 175 | - | 175 | - | 100% |
| 31 Property Taxes | 2,973 | - | 2,553 | (420) | 86% |
| 32 Contingency | 96,160 | 7,550 | 7,625 | (88,535) | 8% |
| 33 TOTAL ADMINISTRATIVE | 453,636 | 32,934 | 70,306 | (378,330) | 15% |
| 34 INFORMATION & TECHNOLOGY | | | | | |
| 35 IT Support | 31,500 | 2,549 | 7,647 | (23,853) | 24% |
| 36 Village Center & Creekside Telephone/Fax | 8,459 | 811 | 2,434 | (6,025) | 29% |
| 37 Village Center & Creekside Cable/Internet | 17,200 | 1,603 | 4,808 | (12,392) | 28% |
| 38 Wi-Fi for Gates/Hot Spots | 32,897 | 185 | 3,715 | (29,183) | 11% |
| 39 Cell Phones | 8,977 | 440 | 1,321 | (7,656) | 15% |
| 40 Website Hosting & Development | 1,912 | - | - | (1,912) | 0% |
| 41 ADA Website Compliance | 1,500 | - | 379 | (1,121) | 25% |
| 42 Communications: E-Blast | 631 | - | 124 | (507) | 20% |
| 43 TOTAL INFORMATION & TECHNOLOGY | 103,077 | 5,589 | 20,427 | (82,649) | 20% |
| 44 INSURANCE | | | | | |
| 45 Insurance | 142,000 | - | 141,910 | (90) | 100% |
| 46 TOTAL INSURANCE | 142,000 | - | 141,910 | (90) | 100% |
| 47 UTILITIES | | | | | |
| 48 Electric: | | | | | |
| 49 Electric Services - #12316, 85596, 65378 | 9,564 | 920 | 2,774 | (6,790) | 29% |
| 50 Electric - Village Center #18308 | 44,638 | 3,138 | 9,012 | (35,626) | 20% |
| 51 Electric - Creekside #87064, 70333 | 32,019 | 1,619 | 4,789 | (27,230) | 15% |

Grand Haven CDD

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance

For the period from October 1, 2025 to December 31, 2025

| | | FY 2026 Adopted Budget | FY 2026 Month of December | FY 2026 Actual Year-to-Date | Over (Under) Amt to FY Annual Budget | % of Budget |
|-----|---|------------------------------|---------------------------------|-----------------------------------|--|----------------|
| 52 | Streetlights | 32,429 | 2,322 | 6,825 | (25,604) | 21% |
| 53 | Propane - Spas/Café | 60,000 | 8,196 | 15,576 | (44,424) | 26% |
| 54 | Garbage - Amenity Facilities | 19,186 | 1,816 | 5,126 | (14,060) | 27% |
| 55 | Water/Sewer: | | | | | |
| 56 | Water Services | 180,000 | 19,417 | 56,930 | (123,070) | 32% |
| 57 | Water - Village Center #324043-44997 | 25,000 | 1,842 | 4,984 | (20,016) | 20% |
| 58 | Water - Creekside #324043-45080 | 14,000 | 1,144 | 2,871 | (11,129) | 21% |
| 59 | Pump House Shared Facility | 10,000 | 17,895 | 23,598 | 13,598 | 236% |
| 60 | TOTAL UTILITIES | 426,836 | 58,310 | 132,485 | (294,351) | 31% |
| 61 | FIELD OPERATIONS | | | | | |
| 62 | Stormwater System: | | | | | |
| 63 | Aquatic Contract | 68,052 | 4,926 | 14,777 | (53,275) | 22% |
| 64 | Aquatic Contract - Lake Watch | 7,663 | - | - | (7,663) | 0% |
| 65 | Aquatic Contract - Aeration Maintenance | 5,049 | - | 644 | (4,405) | 13% |
| 66 | Stormwater system repairs & maintenance | 18,403 | - | - | (18,403) | 0% |
| 67 | Property Maintenance: | | | | | |
| 68 | Horticultural Consultant | 12,118 | 1,600 | 4,000 | (8,118) | 33% |
| 69 | Landscape Repairs & Replacement | 50,444 | 2,045 | 5,210 | (45,234) | 10% |
| 70 | Landscape Maintenance - Contracted Services - VerdeGo | 718,070 | 59,839 | 172,647 | (545,423) | 24% |
| 71 | Landscape Maintenance - Yellowstone | 79,695 | 5,923 | 17,768 | (61,928) | 22% |
| 72 | Tree Maintenance - Oak Tree Pruning | 52,730 | 6,400 | 28,800 | (23,930) | 55% |
| 73 | Lavista Landscape Restoration | 4,000 | - | - | (4,000) | 0% |
| 74 | Optional Flower Rotation | 26,750 | - | - | (26,750) | 0% |
| 75 | Irrigation Repairs & Replacement | 42,800 | 174 | 2,725 | (40,075) | 6% |
| 76 | Streetlight Maintenance | 10,795 | 33 | 2,297 | (8,498) | 21% |
| 77 | Vehicle Repairs & Maintenance | 18,249 | 42 | 3,228 | (15,021) | 18% |
| 78 | Office Supplies - Field Operations | 17,672 | 224 | 2,158 | (15,514) | 12% |
| 79 | Holiday Lights | 6,000 | 370 | 2,714 | (3,286) | 45% |
| 80 | CERT Operations | 535 | 24 | 413 | (122) | 77% |
| 81 | Community Maintenance | 150,000 | 7,751 | 25,344 | (124,656) | 17% |
| 82 | Storm Clean-Up | 32,819 | - | - | (32,819) | 0% |
| 83 | TOTAL FIELD OPERATIONS | 1,321,843 | 89,351 | 282,726 | (1,039,117) | 21% |
| 84 | STAFF SUPPORT | | | | | |
| 85 | Payroll Expense | 785,000 | 57,036 | 182,759 | (602,241) | 23% |
| 86 | Merit Pay/Bonus | 45,000 | 13,862 | 13,862 | (31,138) | 31% |
| 87 | Payroll Taxes | 63,100 | 12,302 | 29,799 | (33,301) | 47% |
| 88 | Employee Insurance | 111,000 | 7,867 | 23,150 | (87,850) | 21% |
| 89 | Insurance - Workers' Compensation | 30,000 | - | 6,628 | (23,372) | 22% |
| 90 | Payroll & People Services | 34,000 | 1,276 | 5,284 | (28,716) | 16% |
| 91 | Mileage Reimbursement | 8,000 | 109 | 830 | (7,170) | 10% |
| 92 | TOTAL STAFF SUPPORT | 1,076,100 | 92,452 | 262,311 | (813,789) | 24% |
| 93 | AMENITY OPERATIONS | | | | | |
| 94 | Amenity Management | 735,000 | 60,890 | 182,670 | (552,330) | 25% |
| 95 | A/C Maintenance & Service | 23,521 | 1,900 | 5,089 | (18,432) | 22% |
| 96 | Fitness Equipment Service | 3,400 | - | 425 | (2,975) | 13% |
| 97 | Music Licensing | 4,580 | - | 2,207 | (2,373) | 48% |
| 98 | Pool/Spa Permits | 1,104 | - | - | (1,104) | 0% |
| 99 | Pool Chemicals | 28,446 | 3,911 | 11,732 | (16,713) | 41% |
| 100 | Pest Control | 2,850 | 175 | 875 | (1,974) | 31% |
| 101 | Amenity Maintenance | 168,525 | 8,668 | 35,961 | (132,564) | 21% |
| 102 | Special Events | 17,418 | 359 | 3,219 | (14,198) | 18% |
| 103 | TOTAL AMENITY OPERATIONS | 984,843 | 75,903 | 242,179 | (742,665) | 25% |

Grand Haven CDD

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance

For the period from October 1, 2025 to December 31, 2025

| | FY 2026 Adopted Budget | FY 2026 Month of December | FY 2026 Actual Year-to-Date | Over (Under) Amt to FY Annual Budget | % of Budget |
|---|------------------------------|---------------------------------|-----------------------------------|--|----------------|
| 104 SECURITY | | | | | |
| 105 Gate Access Control Staffing | 239,556 | 16,211 | 48,406 | (191,150) | 20% |
| 106 Additional Guards | 7,490 | - | 786 | (6,704) | 11% |
| 107 Guardhouse Facility Maintenance | 28,088 | 4,867 | 6,446 | (21,641) | 23% |
| 108 Gate Communication Devices | 11,814 | 3,276 | 3,276 | (8,538) | 28% |
| 109 Gate Operating Supplies | 31,500 | - | 2,102 | (29,398) | 7% |
| 110 Fire & Security System | 7,500 | - | 1,294 | (6,206) | 17% |
| 111 TOTAL SECURITY | 325,947 | 24,354 | 62,311 | (263,637) | 19% |
| 112 TOTAL EXPENDITURES | \$ 4,834,283 | \$ 378,894 | \$ 1,214,655 | \$ (3,614,628) | 25% |
| 113 REVENUES OVER (UNDER) EXPENDITURES | - | 2,764,344 | 2,925,174 | 2,920,174 | |
| 114 OTHER FINANCING SOURCES (USES) | | | | | |
| 115 Transfer In | - | - | - | - | |
| 116 Transfer Out | - | - | - | - | |
| 117 TOTAL OTHER FINANCING SOURCES (USES) | - | - | - | - | |
| 118 NET CHANGE IN FUND BALANCE | - | 2,764,344 | 2,925,174 | 2,920,174 | |
| 119 Fund Balance - Beginning | | | 2,703,638 | 2,703,638 | |
| 120 Fund Balance Forward | | | - | - | |
| 121 FUND BALANCE - ENDING - PROJECTED | \$ - | | \$ 5,628,812 | \$ 5,623,812 | |

Grand Haven CDD
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period from October 1, 2025 to December 31, 2025

| | FY 2026 Adopted Budget | FY 2026 Month of December | FY 2026 Actual Year-to-Date | Over (Under) Amt to FY Annual Budget | % of Budget |
|--|---------------------------------------|--|--|---|------------------------|
| 1 REVENUES | | | | | |
| 2 Assessments Levied (Net) | \$ 1,019,867 | \$ 683,881 | \$ 895,961 | \$ (123,906) | 88% |
| 3 Interest | - | - | - | - | |
| 4 Insurance Proceeds | - | - | - | - | |
| 5 Fund Balance Forward | 15,159 | - | - | (15,159) | |
| 6 TOTAL REVENUES | 1,035,026 | 683,881 | 895,961 | (139,065) | 87% |
| 7 EXPENDITURES | | | | | |
| 8 Capital Improvement Plan (CIP) | 1,035,027 | 37,577 | 159,815 | (875,211) | 15% |
| 9 TOTAL EXPENDITURES | \$ 1,035,027 | \$ 37,577 | \$ 159,815 | \$ (875,211) | 15% |
| 10 REVENUES OVER (UNDER) EXPENDITURES | (1) | 646,305 | 736,146 | 736,147 | |
| 11 OTHER FINANCING SOURCES (USES) | | | | | |
| 12 Transfer In | - | - | - | - | |
| 13 Transfer Out | - | - | - | - | |
| 14 TOTAL OTHER FINANCING SOURCES (USES) | - | - | - | - | |
| 15 NET CHANGE IN FUND BALANCE | (1) | 646,305 | 736,146 | 736,147 | |
| 16 Fund Balance - Beginning | | | 1,329,072 | 1,329,072 | |
| 17 Fund Balance Forward | | | - | - | |
| 18 FUND BALANCE - ENDING - PROJECTED | \$ (1) | | \$ 2,065,218 | \$ 2,065,218 | |

Grand Haven CDD
Monthly Cash Positions
FY 2026

| Institution | Type | October Balance | Rate | November Balance | Rate | December Balance | Rate | January Balance | Rate | February Balance | Rate | March Balance | Rate |
|-------------------|---------------|---------------------|-------|---------------------|-------|---------------------|-------|--------------------|------|---------------------|------|------------------|------|
| BankUnited | DDA* | \$ 241,641 | 0.00% | - | 0.00% | - | 0.00% | | | | | | |
| | ICS** | 2,452,990 | 3.39% | 5,528 | 3.39% | - | 0.00% | | | | | | |
| Valley National | DDA* | 870,123 | 4.05% | 4,355,535 | 3.80% | 7,715,435 | 3.82% | | | | | | |
| Florida Prime | Investment*** | 8,205 | 4.29% | 8,233 | 4.15% | 8,262 | 3.99% | | | | | | |
| Truist | DDA* | 8,598 | 0.01% | 9,119 | 0.01% | 9,837 | 0.01% | | | | | | |
| Total Cash | | \$ 3,581,557 | | \$ 4,378,416 | | \$ 7,733,534 | | | | | | | |



| Institution | Type | April Balance | Rate | May Balance | Rate | June Balance | Rate | July Balance | Rate | August Balance | Rate | September Balance | Rate |
|-------------------|---------------|---------------|------|-------------|------|--------------|------|-----------------|------|-------------------|------|----------------------|------|
| Valley National | DDA* | | | | | | | | | | | | |
| Florida Prime | Investment*** | | | | | | | | | | | | |
| Truist | DDA* | | | | | | | | | | | | |
| Total Cash | | | | | | | | | | | | | |

* DDA's are covered by traditional FDIC up to \$250,000

** The ICS program balance is 100% covered by FDIC insurance

*** This cash is invested in high grade AAA short term paper

EXHIBIT 9

*Grand Haven
Community Development District*

*Financial Statements
(Unaudited)*

January 31, 2026



Grand Haven CDD

Balance Sheet

January 31, 2026

| | General Fund | Special Revenue Fund | Total |
|--|-------------------------|-------------------------------------|----------------------|
| 1 Assets: | | | |
| 2 BankUnited - Operating | \$ - | \$ - | \$ - |
| 3 Valley National Bank - Operating | 7,326,184 | - | 7,326,184 |
| 4 Truist - Operating | 14,027 | - | 14,027 |
| 5 SBA 161601A | 8,261 | - | 8,261 |
| 6 Interest Receivable | - | - | - |
| 7 Accounts Receivable | 9,009 | - | 9,009 |
| 8 Assessments Receivable | 564,912 | 123,906 | 688,818 |
| 9 Due From Other Funds | - | 2,011,969 | 2,011,969 |
| 10 Deposits | 110 | - | 110 |
| 11 Prepaid Items | 17,468 | - | 17,468 |
| 12 Total Assets | \$ 7,939,972 | \$ 2,135,875 | \$ 10,075,847 |
| 13 Liabilities: | | | |
| 14 Accounts Payable | \$ 55,176 | \$ (119) | 55,057 |
| 15 Deferred Revenue | 564,912 | 123,906 | 688,818 |
| 16 Due to Other Funds | 2,011,969 | - | 2,011,969 |
| 17 Total Liabilities | 2,632,057 | 123,787 | 2,755,844 |
| 18 Fund Balance: | | | |
| 19 Non-Spendable: | | | |
| 20 Prepaid & Deposits | 17,578 | - | 17,578 |
| 21 Assigned: | | | |
| 22 Operating Capital | - | - | - |
| 23 Disaster * | - | - | - |
| 24 Unassigned | 5,290,337 | 2,012,088 | 7,302,425 |
| 25 Total Fund Balance | 5,307,915 | 2,012,088 | 7,320,003 |
| 26 Total Liabilities & Fund Balance | \$ 7,939,972 | \$ 2,135,875 | \$ 10,075,847 |

* \$158,810 (Hurricane Ian) and \$223,884 (Hurricane Milton)

Grand Haven CDD

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance

For the period from October 1, 2025 to January 31, 2026

| | FY 2026 Adopted Budget | FY 2026 Month of January | FY 2026 Actual Year-to-Date | Over (Under) Amt to FY Annual Budget | % of Budget |
|--|------------------------------|--------------------------------|-----------------------------------|--|----------------|
| 1 REVENUES | | | | | |
| 2 Assessments Levied | | | | | |
| 3 Assessment Levy - General Fund | 4,642,810 | \$ - | \$ 4,078,745 | \$ (564,065) | 88% |
| 4 Assessment Levy - Lavista Landscape | 4,000 | - | 3,514 | (486) | 88% |
| 5 Assessment Levy - Escalante | 2,973 | - | 2,612 | (361) | 88% |
| 6 Additional Revenues | | | | | |
| 7 Reuse Water | 23,000 | 3,043 | 11,358 | (11,642) | 49% |
| 8 Gate & Amenity Guest | 9,000 | 4,683 | 8,116 | (884) | 90% |
| 9 Tennis | 500 | 177 | 544 | 44 | 109% |
| 10 Room Rental & Rec Center Fee | 2,000 | - | 697 | (1,303) | 35% |
| 11 Interest - Investments | 150,000 | 19,418 | 57,958 | (92,042) | 39% |
| 12 Miscellaneous | - | 189 | 3,795 | 3,795 | - |
| 13 TOTAL REVENUES | 4,834,283 | 27,510 | 4,167,339 | (666,944) | 86% |
| 14 EXPENDITURES | | | | | |
| 15 ADMINISTRATIVE | | | | | |
| 16 Supervisors - Regular Meetings | 12,000 | 1,000 | 4,000 | (8,000) | 33% |
| 17 Supervisors - Workshops | 9,000 | - | - | (9,000) | 0% |
| 18 District Management | 46,634 | 3,886 | 15,545 | (31,089) | 33% |
| 19 Administrative | 12,396 | 1,033 | 4,132 | (8,264) | 33% |
| 20 Accounting | 25,597 | 2,133 | 8,532 | (17,064) | 33% |
| 21 Assessment Roll Preparation | 11,264 | 939 | 3,755 | (7,509) | 33% |
| 22 Office Supplies | 1,180 | - | - | (1,180) | 0% |
| 23 Postage | 4,104 | - | 203 | (3,901) | 5% |
| 24 Audit | 4,500 | 2,500 | 2,500 | (2,000) | 56% |
| 25 Legal - General Counsel | 170,000 | 10,985 | 41,270 | (128,730) | 24% |
| 26 Engineering | 45,796 | - | 2,300 | (43,497) | 5% |
| 27 Engineering - Stormwater Analysis | 5,000 | - | - | - | - |
| 28 Legal Advertising | 5,000 | 106 | 298 | (4,702) | 6% |
| 29 Bank Fees | 1,858 | - | - | (1,858) | 0% |
| 30 Dues & Licenses | 175 | - | 175 | - | 100% |
| 31 Property Taxes | 2,973 | - | 2,553 | (420) | 86% |
| 32 Contingency | 96,160 | 2,000 | 9,625 | (86,535) | 10% |
| 33 TOTAL ADMINISTRATIVE | 453,636 | 24,581 | 94,888 | (353,748) | 21% |
| 34 INFORMATION & TECHNOLOGY | | | | | |
| 35 IT Support | 31,500 | 2,549 | 10,196 | (21,304) | 32% |
| 36 Village Center & Creekside Telephone/Fax | 8,459 | 552 | 2,986 | (5,473) | 35% |
| 37 Village Center & Creekside Cable/Internet | 17,200 | 1,603 | 6,410 | (10,790) | 37% |
| 38 Wi-Fi for Gates/Hot Spots | 32,897 | 1,346 | 5,060 | (27,837) | 15% |
| 39 Cell Phones | 8,977 | 440 | 1,761 | (7,215) | 20% |
| 40 Website Hosting & Development | 1,912 | - | - | (1,912) | 0% |
| 41 ADA Website Compliance | 1,500 | 379 | 758 | (743) | 51% |
| 42 Communications: E-Blast | 631 | - | 186 | (445) | 29% |
| 43 TOTAL INFORMATION & TECHNOLOGY | 103,077 | 6,869 | 27,358 | (75,719) | 27% |
| 44 INSURANCE | | | | | |
| 45 Insurance | 142,000 | (1,003) | 140,907 | (1,093) | 99% |
| 46 TOTAL INSURANCE | 142,000 | (1,003) | 140,907 | (1,093) | 99% |
| 47 UTILITIES | | | | | |
| 48 Electric: | | | | | |
| 49 Electric Services - #12316, 85596, 65378 | 9,564 | 1,011 | 3,786 | (5,779) | 40% |
| 50 Electric - Village Center #18308 | 44,638 | 3,492 | 12,505 | (32,133) | 28% |
| 51 Electric - Creekside #87064, 70333 | 32,019 | 1,972 | 6,761 | (25,258) | 21% |

Grand Haven CDD

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance

For the period from October 1, 2025 to January 31, 2026

| | | FY 2026 Adopted Budget | FY 2026 Month of January | FY 2026 Actual Year-to-Date | Over (Under) Amt to FY Annual Budget | % of Budget |
|-----|---|------------------------------|--------------------------------|-----------------------------------|--|----------------|
| 52 | Streetlights | 32,429 | 2,575 | 9,400 | (23,029) | 29% |
| 53 | Propane - Spas/Café | 60,000 | 8,644 | 24,219 | (35,781) | 40% |
| 54 | Garbage - Amenity Facilities | 19,186 | 1,879 | 7,004 | (12,182) | 37% |
| 55 | Water/Sewer: | | | | | |
| 56 | Water Services | 180,000 | 18,757 | 75,687 | (104,313) | 42% |
| 57 | Water - Village Center #324043-44997 | 25,000 | 1,756 | 6,740 | (18,260) | 27% |
| 58 | Water - Creekside #324043-45080 | 14,000 | 1,006 | 3,876 | (10,124) | 28% |
| 59 | Pump House Shared Facility | 10,000 | - | 23,598 | 13,598 | 236% |
| 60 | TOTAL UTILITIES | 426,836 | 41,091 | 173,577 | (253,259) | 41% |
| 61 | FIELD OPERATIONS | | | | | |
| 62 | Stormwater System: | | | | | |
| 63 | Aquatic Contract | 68,052 | 4,926 | 19,703 | (48,349) | 29% |
| 64 | Aquatic Contract - Lake Watch | 7,663 | - | - | (7,663) | 0% |
| 65 | Aquatic Contract - Aeration Maintenance | 5,049 | - | 644 | (4,405) | 13% |
| 66 | Stormwater system repairs & maintenance | 18,403 | - | - | (18,403) | 0% |
| 67 | Property Maintenance: | | | | | |
| 68 | Horticultural Consultant | 12,118 | 1,750 | 5,750 | (6,368) | 47% |
| 69 | Landscape Repairs & Replacement | 50,444 | 4,492 | 9,702 | (40,742) | 19% |
| 70 | Landscape Maintenance - Contracted Services - VerdeGo | 718,070 | 59,839 | 232,486 | (485,584) | 32% |
| 71 | Landscape Maintenance - Yellowstone | 79,695 | 5,923 | 23,690 | (56,005) | 30% |
| 72 | Tree Maintenance - Oak Tree Pruning | 52,730 | 9,600 | 38,400 | (14,330) | 73% |
| 73 | Lavista Landscape Restoration | 4,000 | - | - | (4,000) | 0% |
| 74 | Optional Flower Rotation | 26,750 | - | - | (26,750) | 0% |
| 75 | Irrigation Repairs & Replacement | 42,800 | 1,050 | 3,775 | (39,025) | 9% |
| 76 | Streetlight Maintenance | 10,795 | 38 | 2,335 | (8,461) | 22% |
| 77 | Vehicle Repairs & Maintenance | 18,249 | 511 | 4,909 | (13,340) | 27% |
| 78 | Office Supplies - Field Operations | 17,672 | 999 | 3,461 | (14,211) | 20% |
| 79 | Holiday Lights | 6,000 | - | 2,714 | (3,286) | 45% |
| 80 | CERT Operations | 535 | 104 | 654 | 119 | 122% |
| 81 | Community Maintenance | 150,000 | 6,732 | 32,235 | (117,765) | 21% |
| 82 | Storm Clean-Up | 32,819 | - | - | (32,819) | 0% |
| 83 | TOTAL FIELD OPERATIONS | 1,321,843 | 95,963 | 380,457 | (941,386) | 29% |
| 84 | STAFF SUPPORT | | | | | |
| 85 | Payroll Expense | 785,000 | 51,547 | 234,306 | (550,694) | 30% |
| 86 | Merit Pay/Bonus | 45,000 | - | 13,862 | (31,138) | 31% |
| 87 | Payroll Taxes | 63,100 | 8,194 | 37,992 | (25,108) | 60% |
| 88 | Employee Insurance | 111,000 | 7,898 | 31,048 | (79,952) | 28% |
| 89 | Insurance - Workers' Compensation | 30,000 | 4,871 | 11,499 | (18,501) | 38% |
| 90 | Payroll & People Services | 34,000 | 2,025 | 7,309 | (26,691) | 21% |
| 91 | Mileage Reimbursement | 8,000 | 228 | 1,057 | (6,943) | 13% |
| 92 | TOTAL STAFF SUPPORT | 1,076,100 | 74,762 | 337,073 | (739,027) | 31% |
| 93 | AMENITY OPERATIONS | | | | | |
| 94 | Amenity Management | 735,000 | 60,890 | 243,560 | (491,440) | 33% |
| 95 | A/C Maintenance & Service | 23,521 | - | 5,089 | (18,432) | 22% |
| 96 | Fitness Equipment Service | 3,400 | - | 425 | (2,975) | 13% |
| 97 | Music Licensing | 4,580 | 2,167 | 4,374 | (206) | 96% |
| 98 | Pool/Spa Permits | 1,104 | - | - | (1,104) | 0% |
| 99 | Pool Chemicals | 28,446 | 4,027 | 15,759 | (12,687) | 55% |
| 100 | Pest Control | 2,850 | 210 | 1,085 | (1,764) | 38% |
| 101 | Amenity Maintenance | 168,525 | 14,513 | 52,698 | (115,827) | 31% |
| 102 | Special Events | 17,418 | 300 | 4,730 | (12,688) | 27% |
| 103 | TOTAL AMENITY OPERATIONS | 984,843 | 82,106 | 327,720 | (657,124) | 33% |

Grand Haven CDD

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance

For the period from October 1, 2025 to January 31, 2026

| | FY 2026 Adopted Budget | FY 2026 Month of January | FY 2026 Actual Year-to-Date | Over (Under) Amt to FY Annual Budget | % of Budget |
|---|---------------------------------------|---|--|---|------------------------|
| 104 SECURITY | | | | | |
| 105 Gate Access Control Staffing | 239,556 | 16,336 | 64,742 | (174,814) | 27% |
| 106 Additional Guards | 7,490 | - | 786 | (6,704) | 11% |
| 107 Guardhouse Facility Maintenance | 28,088 | 419 | 6,865 | (21,222) | 24% |
| 108 Gate Communication Devices | 11,814 | - | 3,276 | (8,538) | 28% |
| 109 Gate Operating Supplies | 31,500 | - | 2,102 | (29,398) | 7% |
| 110 Fire & Security System | 7,500 | 1,904 | 3,310 | (4,190) | 44% |
| 111 TOTAL SECURITY | 325,947 | 18,660 | 81,083 | (244,865) | 25% |
| 112 TOTAL EXPENDITURES | \$ 4,834,283 | \$ 343,029 | \$ 1,563,062 | \$ (3,266,221) | 32% |
| 113 REVENUES OVER (UNDER) EXPENDITURES | - | (315,519) | 2,604,277 | 2,599,277 | |
| 114 OTHER FINANCING SOURCES (USES) | | | | | |
| 115 Transfer In | - | - | - | - | |
| 116 Transfer Out | - | - | - | - | |
| 117 TOTAL OTHER FINANCING SOURCES (USES) | - | - | - | - | |
| 118 NET CHANGE IN FUND BALANCE | - | (315,519) | 2,604,277 | 2,599,277 | |
| 119 Fund Balance - Beginning | | | 2,703,638 | 2,703,638 | |
| 120 Fund Balance Forward | | | - | - | |
| 121 FUND BALANCE - ENDING - PROJECTED | \$ - | | \$ 5,307,915 | \$ 5,302,915 | |

Grand Haven CDD

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period from October 1, 2025 to January 31, 2026

| | FY 2026 Adopted Budget | FY 2026 Month of January | FY 2026 Actual Year-to-Date | Over (Under) Amt to FY Annual Budget | % of Budget |
|--|---------------------------------------|---|--|---|------------------------|
| 1 REVENUES | | | | | |
| 2 Assessments Levied (Net) | \$ 1,019,867 | \$ - | \$ 895,961 | \$ (123,906) | 88% |
| 3 Interest | - | - | - | - | |
| 4 Insurance Proceeds | - | - | - | - | |
| 5 Fund Balance Forward | 15,159 | - | - | (15,159) | |
| 6 TOTAL REVENUES | 1,035,026 | - | 895,961 | (139,065) | 87% |
| 7 EXPENDITURES | | | | | |
| 8 Capital Improvement Plan (CIP) | 1,035,027 | 53,130 | 212,945 | (822,081) | 21% |
| 9 TOTAL EXPENDITURES | \$ 1,035,027 | \$ 53,130 | \$ 212,945 | \$ (822,081) | 21% |
| 10 REVENUES OVER (UNDER) EXPENDITURES | (1) | (53,130) | 683,016 | 683,017 | |
| 11 OTHER FINANCING SOURCES (USES) | | | | | |
| 12 Transfer In | - | - | - | - | |
| 13 Transfer Out | - | - | - | - | |
| 14 TOTAL OTHER FINANCING SOURCES (USES) | - | - | - | - | |
| 15 NET CHANGE IN FUND BALANCE | (1) | (53,130) | 683,016 | 683,017 | |
| 16 Fund Balance - Beginning | | | 1,329,072 | 1,329,072 | |
| 17 Fund Balance Forward | | | - | - | |
| 18 FUND BALANCE - ENDING - PROJECTED | \$ (1) | | \$ 2,012,088 | \$ 2,012,088 | |

Grand Haven CDD
Monthly Cash Positions
FY 2026

| Institution | Type | October Balance | Rate | November Balance | Rate | December Balance | Rate | January Balance | Rate | February Balance | Rate | March Balance | Rate |
|-------------------|---------------|---------------------|-------|---------------------|-------|---------------------|-------|---------------------|-------|---------------------|------|------------------|------|
| BankUnited | DDA* | \$ 241,641 | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% | | | | |
| | ICS** | 2,452,990 | 3.39% | 5,528 | 3.39% | - | 0.00% | - | 0.00% | | | | |
| Valley National | DDA* | 870,123 | 4.05% | 4,355,535 | 3.80% | 7,715,435 | 3.82% | 7,370,408 | 3.08% | | | | |
| Florida Prime | Investment*** | 8,205 | 4.29% | 8,233 | 4.15% | 8,262 | 3.99% | 8,262 | 3.99% | ***** | | | |
| Truist | DDA* | 8,598 | 0.01% | 9,119 | 0.01% | 9,837 | 0.01% | 14,027 | 0.01% | | | | |
| Total Cash | | \$ 3,581,557 | | \$ 4,378,416 | | \$ 7,733,534 | | \$ 7,392,697 | | | | | |



| Institution | Type | April Balance | Rate | May Balance | Rate | June Balance | Rate | July Balance | Rate | August Balance | Rate | September Balance | Rate |
|-------------------|---------------|---------------|------|-------------|------|--------------|------|--------------|------|-------------------|------|----------------------|------|
| Valley National | DDA* | | | | | | | | | | | | |
| Florida Prime | Investment*** | | | | | | | | | | | | |
| Truist | DDA* | | | | | | | | | | | | |
| Total Cash | | | | | | | | | | | | | |

*****Florida Prime January has not been received as of 2/9/2026, will update when the statement is received.

* DDA's are covered by traditional FDIC up to \$250,000

** The ICS program balance is 100% covered by FDIC insurance

*** This cash is invested in high grade AAA short term paper

EXHIBIT 10

1 **MINUTES OF MEETING**

2 **GRAND HAVEN**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Grand Haven Community Development
5 District was held on Thursday, January 15, 2026 at 9:01 a.m. at the Grand Haven Room, located at the
6 Grand Haven Village Center, 2001 Waterside Parkway, Palm Coast, Florida, 32137.

7 **FIRST ORDER OF BUSINESS – Call to Order/Roll Call**

8 Mr. McInnes called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

| | |
|----------------------------|---------------------------------------|
| 10 Dr. Merrill Stass-Isern | Board Supervisor, Chairwoman |
| 11 Nancy Crouch | Board Supervisor, Vice Chairwoman |
| 12 Kevin Foley | Board Supervisor, Assistant Secretary |
| 13 John Chism | Board Supervisor, Assistant Secretary |
| 14 Steve Brazen | Board Supervisor, Assistant Secretary |

15 Also present were:

| | |
|----------------------------|---|
| 16 David McInnes | District Manager, Vesta District Services |
| 17 Jay King | Senior Vice President, Vesta Property Services |
| 18 Jason Davidson | Regional General Manager, Vesta Property Services |
| 19 Scott Clark | District Counsel |
| 20 Barry Kloptosky | Operations Manager |
| 21 Vanessa Stepniak | Operations Supervisor |
| 22 John Lucansky | Amenity Manager |
| 23 Rob Chase | Florida Forest Service |
| 24 David Sullivan | Palm Coast City Council |
| 25 Louise Leister | District Horticulturist |
| 26 Dr. Steve Davidson | Resident |
| 27 Mike Debitetto | Resident |
| 28 Kathy Reichard-Ellansky | Resident |
| 29 Raymond Buettner | Resident |
| 30 Sandra Buettner | Resident |
| 31 Douglas Crutchley | Resident |
| 32 Marsha Cargill | Resident |
| 33 Brad Douglas | Resident |

34
35 *The following is a summary of the discussions and actions taken at the January 15, 2026 Grand Haven*
36 *CDD Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records*
37 *request.*

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

39 The Pledge of Allegiance was led by Dr. Merrill.

40 *(The Board recessed the meeting at 9:02 a.m. and reconvened at 9:05 a.m.)*

41 **THIRD ORDER OF BUSINESS – Presentations**

42 A. Assessment of Emergency Exit Wild Oaks at Grand Haven – Supervisor Steve Brazen & Dr. Steve
43 Davidson, Former Supervisor & Chairman (2003-2020)

- 44 1. Rob Chase – Wildfire Mitigation Specialist/Public Information Officer for District 7,
45 Florida Forest Service

2. The Honorable David Sullivan, Palm Coast City Council

Mr. Brazen, Dr. Davidson, Mr. Chase, and Mr. Sullivan presented on the emergency exit topic. The Board opted to continue discussion of the topic for the next workshop. Dr. Merrill acknowledged technical issues on Zoom and noted that the slideshow presentation would be posted to the website and available upon request via the District Manager.

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

Mr. Debitetto voiced support for constructing a second exit/egress for emergency purposes, and for the land swap concept with the acquisition and permitting process for an egress lot. Mr. Debitetto suggested that Mr. Chism be reassigned to the group, citing his experience in acquisition and permitting, and Dr. Merrill responded to indicate that it was not allowed for two Supervisors to serve on the same group. Mr. Debitetto also asked whether a date could be provided for when the analysis of the options for funding the budget would be available.

Ms. Reichard-Ellansky thanked the Board for consulting experts with the Forestry Service, encouraged the Board to continue to defer to experts with solid qualifications and expertise, particularly as the community itself progresses in age.

Mr. Buettner and Ms. Buettner recounted their perspective of the events leading up to Ms. Buettner's suspension of bocce ball privileges, disputing the permanent suspension decision and suggesting that there were escalations to the confrontation on the opposing side. Mr. Debitetto responded to note that he had provided a 3-page letter to the Operations Supervisor. Dr. Merrill stated that the matter would need to appropriately be handled within the bocce club.

Mr. Crutchley reiterated previous requests for an explanation from the Board as to the prohibition on fishing from ponds, and suggested that the proposed rule reduced the clarity on what was being enforced. Mr. Crutchley commented that he believed removing the amenity classification from ponds would result in individuals who were banned from amenities to counterproductively still be allowed to fish, and expressed concerns about liability issues. Mr. Crutchley requested that the Board remove the "no fishing" signs and focus more on enforcing trespassing rules. Mr. Crutchley additionally requested for more frequent karaoke night events.

(The Board recessed and reconvened the meeting at 10:26 a.m.)

Ms. Cargill noted that multiple letters had been submitted and several members of the Croquet Club had signed a petition regarding a reported pattern of aggressive and intimidating behavior from an individual. Ms. Cargill noted that this individual had been acting as a player representing Grand Haven, and citing an altercation incident that had recently been documented, requested that the individual have permissions rescinded for conducting boot camps, group lessons, and/or private lessons on Grand Haven Courts, as well as for amenity privileges for the individual be suspended for a month. Mr. Lucansky noted that the individual had also submitted their perspective on the incident and a review was ongoing. The Board additionally discussed the approval process for instructors via the Amenity Manager, particularly those that took in students that were non-residents, and requested for a discussion item on outside non-resident annual membership to be added to the next workshop meeting agenda.

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

SIXTH ORDER OF BUSINESS – Public Hearing – Surface Water Management & Amenity Rule Amendments

(The Board recessed the meeting at 10:41 a.m.)

91 A. Open the Public Hearing

92 On a MOTION by Dr. Merrill, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board approved
93 opening the public hearing on surface water management and amenity rule amendments, for the Grand
94 Haven Community Development District.

95 B. Exhibit 2: Presentation of Proposed Amendments to Rule regarding Surface Water Management
96 Systems and Amendment to Rule regarding Amenity Facilities

97 Mr. Clark provided a summary of the proposed changes, which recognized that the purpose of and
98 priority of the ponds was storm water treatment, expanded definitions for storm water structures,
99 and provided for an extended separation between tree plantings and storm water structures. Mr.
100 Clark also noted that fishing language that had previously been in the amenity rule had been moved
101 over into a new provision in the stormwater rule, which allowed for specific restrictions as part of
102 the healthy water quality functions of the system as needed but did not change the Board's current
103 policy otherwise.

104 C. Public Comments

105 Mr. Crutchley commented that amenities could already be shut down on an individual basis, noting
106 that specific sports courts had been closed temporarily under the current amenity policies. Mr.
107 Crutchley commented negatively on the rule changes causing ambiguity and confusion among the
108 community.

109 Mr. Douglas questioned the hypothetical example of shutting down specific ponds for the sake of
110 stocking and maintaining new grass eating carp populations, noting that the existing language for
111 fishing called for catch-and-release rules which should not adversely affect population counts if
112 followed.

113 D. Close the Public Hearing

114 On a MOTION by Dr. Merrill, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board approved
115 closing the public hearing on surface water management and amenity rule amendments, for the Grand
116 Haven Community Development District.

117 *(The Board reconvened the regular meeting at 10:59 a.m.)*

118 E. Exhibit 3: Consideration & Adoption of **Resolution 2026-02**, Adopting Amendments to the
119 Surface Water Management System Rules (Chapter VI) and Conforming Amendment to Amenity
120 Management Rule

121 On a MOTION by Dr. Merrill, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board adopted
122 **Resolution 2026-02**, Adopting the Amendments to the Surface Water Management System Rules (Chapter
123 VI) and Conforming the Amendment to the Amenity Management Rule, as amended and presented by
124 District Counsel, for the Grand Haven Community Development District.

125 *(The Board recessed the meeting at 11:01 a.m. and reconvened at 11:10 a.m.)*

126 **SEVENTH ORDER OF BUSINESS – Staff Reports**

127 A. District Engineer: David Sowell

128 B. Exhibit 4: Amenity Manager: John Lucansky

129 C. Operations Manager: Barry Kloptosky

130

1. Exhibit 5: Presentation of Capital Project Plan Tracker
2. Exhibit 6: Monthly Report
3. Exhibit 7: Project Status Report

The Board discussed the cost and feasibility of the soundproofing ceiling tile project for the Café, and requested for the Operations Manager to review the tile specifications and bring back more information to the Board.

The Board additionally requested for the community to be notified by email as to when the 8-week construction project would be starting on January 26, and for the Operations Manager to have the Wild Oaks surveys available for discussion at the next workshop meeting.

D. Exhibit 8: District Counsel: Scott Clark

The Board discussed Mr. Clark's update on the Hurricane Milton reimbursement claim, with it noting that FEMA planned on closing out the claim with a 2-week period to appeal, and opted not to spend legal time to recover the estimated \$3,800 that may or may not be successfully provided through FEMA.

E. District Manager: David McInnes

1. Exhibit 9: Meeting Matrix
2. Exhibit 10: Action Item Report

EIGHTH ORDER OF BUSINESS – Consent Agenda Items

- A. Exhibit 11: Consideration for Acceptance – The Revised September 2025 Unaudited Financial Report
- B. Exhibit 12: Consideration for Acceptance – The November 2025 Unaudited Financial Report
- C. Exhibit 13: Consideration for Approval – The Minutes of the Board of Supervisors Workshop Meeting Held December 4, 2025

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

NINTH ORDER OF BUSINESS – Business Items

- A. Exhibit 14: Consideration of Joshua's Tree Landscaping, Inc. Proposal - \$29,000.00

On a MOTION by Mr. Brazen, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board approved the Joshua's Tree Landscaping, Inc. Proposal, in the amount of \$29,000.00, for the Grand Haven Community Development District.

TENTH ORDER OF BUSINESS – Discussion Topics

- A. Update from the Pilot Underground Utilities Threat Mitigation & Tree Relocation Plan Work Group – Supervisor Foley

Mr. Foley and the Board discussed the pilot program's focus on the Front Street Village, and noted the intent to hold two town hall meetings on January 28.

Dr. Merrill requested for the following comments regarding the District's plans and objectives for the tree program to be transcribed verbatim.

Dr. Merrill stated: "There's a lot of rumors going around that we want to cut down all the trees in Grand Haven. Typically, 'Kevin wants to cut down all the trees in Grand Haven'. So right now, I would like each one of us, we're going to go around, and each one of us is going to say what we believe in as what we're doing. If this is what you feel, if you don't, you have to say what you feel. But basically, we have this program because we have to protect all of Grand Haven. Not only do we have to protect the beautiful canopy of trees we have, we have to protect the storm water system, because if we don't, we will have houses underwater, we will have a mess, and it would be very expensive to repair. So our objectives are not to take down all the trees in Grand Haven. Our objective is to do what's necessary to save the infrastructure of the community. You can say it any way you want to, but we have to make sure that the community understands that this is what we're doing. We're not arbitrarily going out and cutting down trees."

Mr. Brazen stated: "I agree with what you just said, and afterwards I have a comment I want to make about where some of the problems are coming from, relative to those quotes that I object to very seriously. But this project is about protecting our infrastructure and maintaining the canopy. Any plan to remove the trees, there has never been a plan to remove 200 trees. We're doing a pilot right now to see what's involved in getting this done, and then our job after that is watching and keeping an eye on the tree situation. And as future problems begin to emerge, we'll deal with them at that point. But we're not going to go around and cut all the damn trees down. It's horrible that certain organizations are saying that publicly."

Mr. Chism stated: "This reminds me of a commercial that used to be on the air an awful lot, and when I say the words, you'll remember it. 'You can pay me now, or you can pay me later.' What we are experiencing right now is the onset of a long-term cost incurrence. That, we can ignore, and we can be buried under costs, or we can address it surgically, like we're doing right now, and I suggest doing it the surgical way, with intelligence and expertise behind us, which is what we're trying to do right now. And I just finished my oak tree missive that I have to write, and I mentioned those unfounded rumors in there. I ask people to please come to the meetings, the CDD meetings, come to the meetings, find out what the truth is, and don't be misled by all this misinformation that's going around, because it's harmful to Grand Haven."

Mr. Foley stated: "Three things. One, what they said. Two, is that at the meeting, as I was walking around out meeting the audience with my microphone, one of the things that I made clear, these guys will attest to it, is that I said to them, 'if anybody tells you that yours truly, or anybody on the CDD, wants to take out all the trees or majority of the trees in Grand Haven, it is not true'. So that statement was out there. The third thing I'll say is a short quote here, and this was something that I was going to say, a little position sort of thing as a response to some of this stuff:

"The CDD will continue to move ahead with its pilot program, removal of 14 trees, as described on our website. Once that program is completed (hopefully by the end of February), we will discuss the results with the CDD Board of Supervisors and subsequently publish a summary for all residents on our website. If all goes well with the pilot, as expected, we will then begin work in a longer-term stormwater system protection plan that will include the removal of more trees over time in ways that, once again, strike a balance between protecting pipes and drains and preserving the tree canopy. Identification of those specific trees, locations, and estimated costs will be included. Those estimates will be added to our long-term financial plan that includes estimates of annual budgets. Lastly, all these aforementioned will be properly aired with residents in various communications, including e-blasts, website postings, and public town halls, before implementation."

Dr. Merrill requested that Mr. Foley forward this statement to the District Manager.

Ms. Crouch stated: "I've already said this publicly, but right after we had those instances where we had to repair drains and things, I can't tell Louise and Chuck how appreciative I was of seeing that thorough presentation that they did. And I was really scared after that as a resident, and I also had

big trees on my street too, but I think that this is a funding priority that we cannot ignore. So that's how I feel."

Dr. Merrill stated: "I agree with all four of you, and I would add that we have, the proper word, is a permit with St. Johns [River] Water Management [District]. And if we don't take care of our stormwater system, and we have issues, we could face crime, we could face monetary punishment on a daily basis. Okay? So the stormwater system is integral to our lives right here. Also, another thing that I learned from Louise that maybe other people don't understand—some people might say, 'well, if this stormwater system fails, I don't have to worry if my home gets flooded.' Well, guess what? Your ordinary insurance will not cover that. You have to specifically have flood insurance, because any flood that comes from below and fills your house, rising water, will not be considered under normal insurance, you have to have specifically have flood insurance. And I happen to know that this just happened to a friend of mine in Dunedin, Florida, where the pond next to them overflowed and they had four inches of water in their house, and it was not covered by their insurance. So not only would negligence to our storm water system cost us money from St John's [River] Water Management [District] and an incredible amount of money to fix it, it also could be very costly on an individual basis to each resident. So, we should consider this a program as a preventative program. It's like preventative medicine. Let's do this before the problem gets bigger. So hopefully everybody will realize we want to keep the canopy. We have no intention eliminating the entire canopy."

Dr. Merrill deferred to the District Horticulturist, who provided some additional information on the three factors that would lead to a given tree being selected for the program as a current likely risk to drains, and how pipe imaging alone would not be sufficient in determining problem trees. Dr. Merrill also requested for a copy of Mr. Foley's statement about the CDD continuing to move ahead with the pilot program to be sent out to the community via e-blast.

B. 10-Yr. Plan Updates – District Manager

C. District Management Structure – Continued Discussion from the 12/04/2025 Meeting

The Board spoke in favor of holding workshop meetings concerning a revamped management structure with District Manager Plus and District Supervisor roles providing for adjusted workloads and oversights, with meetings to include scheduled presentations from other CDDs to provide some examples. The Board opted to continue this discussion at the February 5 workshop meeting.

D. District Engineering Services – Dr. Merrill

Dr. Merrill requested to discuss this topic further at the February 5 workshop meeting.

E. Pending Supervisor Led Projects

Mr. Chism noted that the group had completed the policy part of their action item, but the procedure section was still in progress.

Ms. Crouch noted that she was continuing to stay in touch with the County regarding the hog issue, and that while activity had been slower in October and November, there had been more throughout December as food sources had diminished, with 13 hogs being trapped. Ms. Crouch clarified that none had interacted with humans to her knowledge. Ms. Crouch additionally provided an update on communications as the Fact-Finding Group was resuming meetings, with some discussion on social media presence. Dr. Merrill noted that a straightforward social media presence had been strongly discouraged by District Counsel, but that the Operations Supervisor had been working on an official Grand Haven communication app that would provide for one-way statements and postings.

Dr. Merrill discussed providing for meeting summaries due to the length of the process to get official meeting minutes transcribed and Board-approved as part of subsequent meeting consent

263 agendas, and Mr. McInnes stated that moving forward he could provide a written summary of major
264 decisions from the meetings for Dr. Merrill's review and approval for distribution via e-blast.

265 **ELEVENTH ORDER OF BUSINESS – Supervisors' Requests**

266 Mr. Chism made a motion, seconded by Dr. Merrill, to strike the 7.5% annual budget increase
267 directive from consideration from future drafting, creation, and approval of fiscal year budgets for
268 the Grand Haven Community Development District.

269 During discussion of the motion, comments were made expressing concerns about potential effects
270 on the 10 year plan, and observing that the majority of the budget amount was specific to 11 staff
271 support contracts. It was additionally noted that the next year had a 5.5% projected increase, and
272 that the 7.5% figure was not a strict blanket policy.

273 Mr. Chism amended his motion to have a not-to-exceed amount in the long term plan.

274 On a MOTION by Mr. Chism, SECONDED by Mr. Foley, WITH ALL IN FAVOR, the Board approved
275 for the long-term policy to have an established not-to-exceed amount for the annual increases, for the Grand
276 Haven Community Development District.

277 **TWELFTH ORDER OF BUSINESS – Action Items Summary**

278 The action items were as follows:

- 279 • District Counsel will send the District Manager a clean version and a redlined version of the
280 Amenity Policies and Stormwater Rule.
- 281 • The District Manager and Operations Manager will look into whether there would be enough cost
282 savings in the Fiscal Year 2026 capital projects to cover the cost of the dog park, and bring back
283 findings for discussion.
- 284 • The District Manager will contact the District Engineer regarding detailed invoicing for services
285 rendered.
- 286 • The District Manager will distribute an email to Board members requesting the submission of
287 questions to be answered by District Management Structure presenters.
- 288 • The Operations Manager will review the specifications for the installation of ceiling tiles to
289 determine whether a noise reduction with their installation could be guaranteed, as well as whether
290 the installation could be performed with in-house labor.
- 291 • The Operations Manager will reach out to the road paving vendors currently suing the SOW for
292 road construction occurring in Fiscal Year 2025 to determine whether better pricing was available.
- 293 • The Operations Supervisor will distribute Supervisor Foley's statement on the Grand Haven
294 Master's Association's position on oak trees via e-blast to the community.

295 **THIRTEENTH ORDER OF BUSINESS – Meeting Matrix Summary**

296 The following items were added as upcoming topics for discussion on the meeting matrix summary:

- 297 • The February 5, 2026 workshop meeting will include:
 - 298 ○ A presentation of District Management Structure, with submitted questions from the Board to
299 be fielded
 - 300 ○ A discussion of the emergency exit at Wild Oaks, with the Operations Manager obtaining
301 surveys from the District Engineer
 - 302 ○ A discussion of the limit on the number of non-resident annual members

- 303 ○ A discussion on opening Ponds 1 and 2 to fishing
304 ○ A discussion via phone with the ceiling tile vendor to address questions regarding the guarantee
305 of noise reduction levels
306 • The February 19, 2026 regular meeting will include:
307 ○ A discussion on the possibility of a dog park at Creekside

308 **FOURTEENTH ORDER OF BUSINESS – Adjournment**

309 On a MOTION by Mr. Chism, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board, at 2:21
310 p.m., adjourned the meeting for the Grand Haven Community Development District.

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

314 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
315 **meeting held on February 19, 2026.**

316
317
318
319

Signature

Signature

Printed Name

Printed Name

320 **Title:** ☐ **Secretary** ☐ **Assistant Secretary**

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

EXHIBIT 11

AGREEMENT FOR DISTRICT MANAGEMENT SERVICES

This Agreement (“**Agreement**”) is made and entered into effective this 15th day of February 2026, by and between:

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Flagler County, Florida, with a mailing address of 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**District**”); and

FCS MANAGEMENT GROUP, LLC, a Florida limited liability company, with an address of 162 S. Prairie Lakes Drive, St. Augustine, Florida 32084 (“**District Manager**” and, together with the District, “**Parties**”).

This Agreement is further acknowledged by:

DPFG MANAGEMENT & CONSULTING, LLC D/B/A VESTA DISTRICT SERVICES, a Florida limited liability company, with an address of 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**Controller**”), which provides certain financial compliance and accounting support services to the District separate from the Services provided by District Manager under this Agreement.

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance adopted by the Flagler County Board of County Commissioners and City of Palm Coast, Florida, as amended, for the purpose of planning, financing, constructing, operating, and/or maintaining various public improvements and real property; and

WHEREAS, the District desires to enter into an agreement with the District Manager to provide certain district management services (“**Services**”), in conjunction with certain services provided by the Controller pursuant to separate agreement, all as further set forth in **Exhibit A** attached hereto, and the District Manager agrees to provide the Services; and

WHEREAS, the District and District Manager warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

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 into and form a material part of this Agreement.

2. ENGAGEMENT OF SERVICES. The District agrees to engage the District Manager to provide the Services. This Agreement grants to the District Manager the right to enter and use District property for the purposes and uses described in this Agreement, and the District Manager hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

3. PURPOSE; SCOPE OF SERVICES.

- a. District Management Services.** The District Manager agrees to provide the Services as set forth in **Exhibit A**, attached hereto and incorporated by reference herein. The purpose of this Agreement is for the District Manager to provide professional district management services to the District pursuant to Chapters 189, 190, and 218, *Florida Statutes* and other applicable law and as more particularly described herein and in **Exhibit A**.
- b. Additional Services.** In addition to the Services described in the Agreement, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the District Manager. Any services not specifically provided for in the Agreement or that are necessary to carry out the Services as described herein, as well as any material changes in the scope requested by the District, will be considered “**Additional Services**.” If any Additional Services are requested, the Parties will agree to a detailed description of such services and fees. The District Manager shall undertake the Additional Services after the District has issued its written approval of the description and fees for such services to the District Manager, as evidenced by a written addendum and a vote of the Board of Supervisors (“**Board**”).
- c. Initial 90-Day Evaluation and Review.** The first phase of the Services will focus on understanding, assessment, and alignment before implementing changes. Objectives include:

 - i.** Conduct a comprehensive evaluation of onsite operations
 - ii.** Meet with the Operations Supervisor (transitioning to General Manager) and all onsite employees
 - iii.** Review existing operational processes, procedures, and controls
 - iv.** Identify operational strengths and areas for improvement
 - v.** Meet with key vendors and professional consultants
 - vi.** Document site visits, conversations, and observations
 - vii.** Assess communication pathways and decision-making workflows
 - viii.** Establish consistent reporting and documentation practices
 - ix.** Improve communication with the Board, District staff, residents, and community leaders
 - x.** Review of the adopted budget and financial structure
 - xi.** Prepare for FY 2027 budget workshops and public hearings
 - xii.** Collaborate on short- and long-term capital improvement planning

- xiii. Implement the Board's District Management and Operations Management restructuring directive

4. **TERM; RENEWALS.** The Services described in this Agreement shall commence February ____, 2026, as described in **Exhibit B**. Notwithstanding the foregoing, Vesta District Services shall continue to participate in meeting support and budget formation and adoption through the end of the 2025/2026 fiscal year to ensure an orderly transition between district management companies. Unless earlier terminated in accordance with this Agreement, the Services shall continue through September 30, 2028. This Agreement may be renewed for additional one (1)-year terms upon the mutual written agreement of the Parties, provided such agreement is executed at least thirty (30) days prior to the expiration of the then-current term. The fees for each renewal term shall be negotiated in writing by the Parties. Any renewal may be memorialized by a letter agreement that sets forth the pricing for the applicable fiscal year and incorporates the terms and conditions of this Agreement.

5. **FEES AND EXPENSES; PAYMENT TERMS.**

a. **Fees and Expenses.**

- i. **Management Services.** A schedule of fees for the Services is shown in **Exhibit B** to this Agreement, which is attached hereto and incorporated herein ("**Fee Schedule**"). The District shall pay the District Manager for the Services provided under the terms of this Agreement in accordance with the Fee Schedule.
- ii. **Additional Services.** The District shall compensate the District Manager only for those Services provided under the terms of this Agreement. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required in accordance with the procedures detailed in section 3.b. of this Agreement.
- iii. **Changes in Scope.** In the event the District authorizes a change in the scope of services requested, the District Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the provisions of this Agreement. Such amendment must be validly executed by the Parties before the District Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. **Out-of-Pocket Expenses.** For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the District

Manager incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding not already included in the Services.

b. Payment Terms.

- i. Payment for Services.** The Services will be billed monthly as a fixed fee pursuant to the Fee Schedule attached as **Exhibit B**. The District Manager acknowledges that the prices for the Services set forth in this Agreement are firm through Fiscal Year 2028 and that the District Manager may change the prices only with the District's written consent as evidenced by a vote of the Board and an addendum to this Agreement. Any change in fees must further be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any such fees or expenses. In no event shall the fees be increased to an amount which exceeds the amount of funds approved for the Services in the applicable General Fund Budget adopted by the Board. The District Manager shall send monthly invoices to the District, in writing, which shall be delivered to the District on or before the fifteenth (15th) of the month in which the invoice is billed (*e.g.*, for the District Manager to receive timely payment for Services provided that District Manager shall not exercise any termination right under Section 7(a)(iii) for the initial 120 days of the term of this Agreement).
- ii. Prompt Payment.** All payments shall be subject to the Prompt Payment Act, Chapter 218.70, *et seq.*, *Florida Statutes*. Pursuant to Section 218.74(2), *Florida Statutes*, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, *Florida Statutes*.
- iii. Additional Services.** Unless otherwise stated in a separate amendment for Additional Services, Additional Services authorized under Section 3 will be billed monthly on an hourly basis for the hours incurred at the District Manager's then-current hourly rate or as otherwise authorized by the District after the District has issued its written approval, as evidenced by a vote of the Board.
- iv. Failure to Pay.** The District Manager shall have the right to suspend Services being provided as outlined in this Agreement if the District fails to pay the District Manager's invoices in a timely manner in accordance with the Prompt Payment Act, Section 218.70, *Florida*

Statutes, and the District has not provided written notice of any good faith dispute regarding the invoice. The District Manager shall notify the District, in writing, at least ten (10) days prior to suspending Services. The District shall have the right to withhold payment for Services not performed or improperly performed until such Services are completed or corrected to the District's reasonable satisfaction, provided the District notifies the District Manager in writing of the specific deficiencies within ten (10) days of discovery.

6. DISTRICT RESPONSIBILITIES. The District shall provide for the timely services of its legal counsel, engineer, Controller, and any other, contractors, or employees, as required, for the District Manager to perform the duties outlined in this Agreement. The District Manager shall be responsible for coordinating with the Controller as necessary to ensure the District Manager has access to information and documentation needed to perform the Services. Expenses incurred in providing the Controller support shall be the sole responsibility of the District unless specified herein.

7. TERMINATION.

a. Agreement. This Agreement may be terminated as follows:

- i.** By the District Manager or District for “good cause,” which shall include misfeasance, malfeasance, or nonfeasance by either party or any material breach of this Agreement by either party; or
- ii.** Upon the dissolution or court-declared invalidity of the District or the District Manager; or
- iii.** By the District Manager or the District, for any reason, upon provision of a minimum of sixty (60) days’ written notice of termination to the address noted herein.
- iv.** Upon the termination of this Agreement, the District Manager agrees to take all reasonable and necessary actions to transfer to the District, or to such other party as directed by the District, all the books and records of the District in the District Manager’s possession in an orderly fashion. The portion of the fees and any other amounts due and owing to the District Manager under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement, subject to any offsets due District may have for Services or Additional Services not performed or not performed in accordance with the Agreement. The District’s obligation to make payment to the District Manager of the portion of the fees and any other amounts due and owing to District Manager

under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

- b. Controller Agreement.** The Parties agree and acknowledge that certain administration, financial and accounting services will be provided by a third-party contractor, DPF Management & Consulting, LLC d/b/a Vesta District Services, to whom the term “Controller” refers as used in this Agreement (“Administration, **Financial and Accounting Services**”), which services are governed by a separate agreement between the District and Controller (“Administration, **Financial and Accounting Services Agreement**”). The District Manager’s responsibilities under this Agreement are limited to the Services as set forth in Section 2 and the exhibits hereto and do not include the Administration, Financial and Accounting Services to be provided by the Controller. The Controller and District Manager each owe an obligation of good faith and fair dealing to the District and shall cooperate and coordinate with each other to ensure the District receives the full benefit of both this Agreement and the Administration, Financial and Accounting Services Agreement. In the event the Administration, Financial and Accounting Services Agreement is terminated or otherwise no longer effective, the District Manager shall not be required to assume or provide the Administration, Financial and Accounting Services unless the District and District Manager enter into a separate written amendment to this Agreement that specifically sets forth the scope of such Administration, Financial and Accounting Services to be provided by District Manager, the compensation for such services, and any additional insurance or other requirements necessary for District Manager to perform such services. The Parties acknowledge that an existing contract is in place between District and Controller that includes portions of the scope of services under this Agreement, and that District and Controller will amend that contract to be consistent with this Agreement.

8. REPRESENTATIONS AND ACKNOWLEDGMENTS.

- a.** The District Manager shall devote such time as is necessary to perform the Services.
- b.** The District Manager agrees that all Services shall be performed by skilled and competent personnel.
- c.** The District Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The District Manager agrees to take steps to repair any damage resulting from the District Manager’s activities and work pursuant to the Agreement within twenty-four (24) hours.

- d. The District Manager represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, *Florida Statutes*. The District Manager further represents that no person having any such interest shall be employed by the District Manager to perform the Services or any portion thereof.
- e. The District acknowledges that the District Manager is not an attorney and may not render legal advice or opinions. The District acknowledges that the District Manager is not an engineer and may not render engineering advice or opinions. Although the District Manager may participate in the accumulation of information necessary for use in documents required by the District in order to finalize any particular matter(s), such information shall be verified by the District as to its correctness; provided, however, that the District shall not be required to verify the correctness of any information originated by the District Manager in connection with the Services, including but not limited to financial information of the District.

9. **INDEMNIFICATION; SOVEREIGN IMMUNITY.**

- a. **District Manager Indemnification.** To the extent allowable under applicable law and except and to the extent caused by the gross negligence or willful misconduct of the District, the District Manager agrees to indemnify and hold the District and its respective officers, directors, employees, agents, successors and assigns (the District and each such person being an “**Indemnified Party**”) harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses, including without limitation, attorneys’ fees suffered, sustained, incurred or required to be paid by any Indemnified Party related to or arising out of the negligent, reckless, and/or intentionally wrongful acts or omissions of the District Manager pursuant to this Agreement. In the event that the District Manager receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with District Manager’s indemnity obligations hereunder, the District Manager shall give the District prompt notice of such proceedings and shall inform the District in advance of all hearings regarding such action, claim, suit, proceeding, or investigation. The District Manager shall ensure that the indemnification obligations herein are included in any agreement between the District Manager and the Controller, such that the District Manager is responsible for indemnifying each Indemnified Party according to the terms herein; however, in no event shall the District Manager be relieved of its responsibility to indemnify the District and each Indemnified Party according to the terms herein, regardless of whether such indemnification obligation is included in any agreement between the Controller and District Manager or any agreement between the District and Controller.

- b. **District Indemnification.** To the extent allowable under applicable law and subject to the monetary limitations and sovereign immunity protections set forth in Section 768.28, Florida Statutes, the District agrees to indemnify, defend, and hold harmless the District Manager from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorneys' fees, that District Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to this Agreement that are caused by the grossly negligent or willful misconduct of the District. The District's indemnification, defense, and hold harmless obligations under this subsection shall apply only up to, and without waiving, the monetary limitations of liability and sovereign immunity protection set forth in Section 768.28, *Florida Statutes*, notwithstanding the availability of insurance.
- c. **Indemnification Obligations.** Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- d. **Sovereign Immunity.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law, including to the extent that the District Manager may be deemed to be an agent of the District.

10. INSURANCE.

- a. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.
- b. The District Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:
 - i. Workers' Compensation Insurance in accordance with the laws of the State of Florida (which may be waived with a valid Certificate of Election to be Exempt from Florida Workers' Compensation Law issued by the State of Florida Department of Financial Services).
 - ii. Commercial General Liability Insurance with the following limits:
 \$2,000,000 *General Aggregate*

| | |
|-------------|--|
| \$1,000,000 | <i>Products/Completed Operations</i> |
| \$1,000,000 | <i>Personal & Advertising Injury</i> |
| \$1,000,000 | <i>Each Occurrence</i> |

- iii. Comprehensive automobile liability insurance for all vehicles used by the District Manager or its employees with respect to the performance of Services under this Agreement whether owned, non-owned or hired, with a combined single limit of \$1,000,000.
 - iv. Professional Liability Insurance with limits of \$2,000,000 (or other similar insurance coverage, which may be waived in the District's discretion).
 - v. Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of \$3,000,000.
- c. Insurance obtained by District Manager shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The District, its officers, supervisors, staff and employees shall be listed as additional insureds on the commercial general liability policy, automobile liability policy, and excess (umbrella) liability policy, and no policy may be cancelled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement. No policy may be cancelled, materially modified, or allowed to expire during the term of this Agreement without at least thirty (30) days prior written notice to the District.

11. COMPLIANCE WITH PUBLIC RECORDS LAWS. The District Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the District Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. The District Manager acknowledges that the designated public records custodian for the District is **Vesta District Services** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the District Manager shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the District Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in the District Manager's possession or, alternatively, keep, maintain and meet all applicable

requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the District Manager, the District Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, PUBLICRECORDS@VESTAPROPERTYSERVICES.COM, OR BY MAIL C/O VESTA DISTRICT SERVICES, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.

12. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice(s)") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, emailed read receipt, or overnight delivery service, to the Parties as follows:

If to the District: Grand Haven Community Development District
c/o FCS Management Group, LLC
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: Grand Haven CDD, District Manager

With a copy to: Clark & Albaugh, PLLC
219 Shiloh Cove
Heathrow, Florida 32746
Attn: Scott D. Clark, Esq.
sclark@winterparklawyers.com

If to the District Manager: FCS Management Group, LLC
162 S. Prairie Lakes Drive
St. Augustine, Florida 32084
Attn: Howard McGaffney
howard@fcsmanagementgroup.com

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the District Manager may deliver Notice on behalf of the

District and the District Manager, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

13. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the District Manager.

14. ASSIGNMENT. Neither the District nor the District Manager may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the District Manager or the District without the prior written approval of the other party is void. Notwithstanding the foregoing, this Agreement shall not be construed to limit or restrict the District's separate agreement with DPF Management & Consulting, LLC d/b/a Vesta District Services for administration, financial compliance and accounting support services, which services are expressly excluded from the scope of this Agreement.

15. CONTROLLING LAW. The Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. The venue for all proceedings shall be in Flagler County, Florida.

16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

17. MERGER PROVISION. This instrument, together with its exhibits, contains the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, between the Parties, with respect thereto. This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the District Manager relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

18. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either the District or the District Manager under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

19. ENFORCEMENT OF AGREEMENT; ATTORNEYS' FEES. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or the District Manager is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs

incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

20. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the District Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the District Manager any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the District Manager and their respective representatives, successors, and assigns.

21. COMPLIANCE WITH GOVERNMENTAL REGULATION. The District Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the District Manager fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the District Manager or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

22. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the District Manager as an arm's length transaction. The District and the District Manager participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

24. E-VERIFY. The District Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The District Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The District Manager shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the District Manager shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District

may terminate this Agreement immediately for cause if there is a good faith belief that the District Manager has knowingly violated Section 448.095(1), *Florida Statutes*. By entering into this Agreement, the District Manager represents that no public employer has terminated a contract with the District Manager under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

25. SEVERABILITY. In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court of law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

26. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The District Manager agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

27. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, the District Manager represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, the District Manager shall immediately notify the District. If the District Manager is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

28. ANTI-HUMAN TRAFFICKING. The District Manager certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The District Manager shall execute an affidavit, in an acceptable form to the District, in compliance with Section 787.06(14), *Florida Statutes*.

29. NO CONSTRUCTION AGAINST DRAFTING PARTY. Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

(Remainder of this page is left blank intentionally)

NOW, THEREFORE, the District Manager and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

FCS MANAGEMENT GROUP, LLC



By: _____
Howard McGaffney

Its: _____
President

**GRAND HAVEN COMMUNITY
DEVELOPMENT DISTRICT**



By: _____
Grand Haven CDP

Its: _____
Chairman Board of Supervisors

Acknowledged by:

**DPFG MANAGEMENT & CONSULTING,
LLC D/B/A VESTA DISTRICT SERVICES**



By: _____
Scott Smith

Its: _____
Vice President, District Services

Exhibit A: Services
Exhibit B: Fee Schedule

Exhibit A
FCS MANAGEMENT GROUP, LLC – SCOPE OF SERVICES

a. District Management General Responsibilities

- i. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, continued meetings, hearings, and workshops. Arrange for time, location, and all other necessary logistics for such meetings, hearings, and workshops, including broadcasting public meetings via conference call, Zoom, or other communications technology to allow virtual attendance by Board members, District staff, and for companies who may require remote participation to make presentations.
- ii. Monitor the performance of the District's vendors and service providers and ensure that contractual requirements are met and to identify any cost-saving measures. The District manager will be responsible for the oversight of the District's onsite management company and other third party contractors that assist in providing comprehensive management, operation, and maintenance of the District's amenity facilities and common areas, including but not limited to the following:
 1. Oversight of all employees, independent contractors, and licensees of the District.
 2. Coordination with the contracted Administration, Financial and Accounting Services provider (Vesta District Services), including monitoring the development and maintenance of the amenity and capital reserve portions of the budgets related to the District's amenities to ensure compliance with Generally Accepted Accounting Principles (GAAP) and applicable Florida law, subject to the limitations set forth in Section 14 of this Agreement.
 3. Coordinate necessary insurance, waivers, agreements, and other documentation through District staff to ensure all District-related activities are appropriately and legally documented to protect the District from additional liability exposure. All waivers and agreements must be reviewed by District Counsel prior to implementation.
 4. Work with the General Manager and other onsite staff as needed to resolve any facility-related issues that may occur; communicate to the appropriate parties issues that may require additional resources, or which are beyond the Contractor's expertise.
 5. Ensure all contractual obligations to the community are fulfilled with excellence; monitor vendor performance and communicate when standards are not being met.
 6. Maintain timely communication with District staff, the Board of Supervisors, and support staff.
 7. Provide timely communication with residents as it relates to concerns and/or requests in conjunction with onsite staff.

8. Support and hold accountable all District staff to exceptional standards of service in their areas of responsibility; provide direction and support to said staff.
 9. Implement the policies established and adopted by the Board in connection with the operations of the District.
- iii. Provide an effective communication strategy, channels, and forms for District residents to contact the District Manager, including electronic communications and by telephone.
 - iv. Coordinate with other District staff, including amenity management, field management, maintenance, and food and beverage management providers as applicable.
 - v. Assist in the negotiation and oversight of contracts, as directed by the Board of Supervisors, with cost-saving opportunities to be actively identified.
 - vi. Advise the Board on the status of negotiations, as well as contract provisions and their impacts on the District and provide contract administration services.
 - vii. Coordinate with the Operations and/or General Manager and other onsite staff, to prepare, maintain and circulate, as applicable, a regularly distributed report of all contracts with start and expiration dates to allow for quick review of status.
 - viii. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation in advance of expiration of contracts.
 - ix. Advise the Board of any need for renewal or additional procurement activities and implement same.
 - x. Monitor certificates of insurance as needed by contracts.
 - xi. Perform periodic performance assessments of District staff, vendors, etc., as requested by the Board.
 - xii. Proactively mitigate and manage risk and impact of management and staff turnover.
 - xiii. In coordination with other District Staff, provide training sessions, seminars, and educational materials for Board of Supervisors.
 - xiv. Collaborate with staff to evaluate and implement new ideas and policy direction—such as beer/wine/food licensing, night swimming, and related insurance requirements. Seek ways to support implementation rather than create barriers.
 - xv. Spend sufficient time onsite to fully understand District operations, challenges, and opportunities. This is essential to provide meaningful solutions and thoughtful recommendations to the Board.

Exhibit B
Fee Schedule

| Scope of Services/Payment Period | Feb. 15, 2026 | March 2026 | FY26* | FY27 |
|-------------------------------------|--------------------------------|------------|----------|----------|
| District Management Services | \$20,000 (one-time payment) | \$2,500 | \$35,000 | \$60,000 |
| | | | | |
| Total Fee | \$20,000 | \$2,500 | \$35,000 | \$60,000 |
| | | | | |

**FY26 monthly payment of \$5,000 per month begins March 1, 2026, and continues until September 30, 2026 (7 months at \$5,000 = \$35,000 total for FY26).*

Per Meeting/Workshop Fee: After the District Manager has attended 12 regular monthly meetings and 12 regular monthly workshops in any fiscal year, the District Manager shall be entitled to additional compensation of \$1,200 per meeting or workshop attended beyond such limits.

EXHIBIT 12

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT DECREASING THE NUMBER OF NON-RESIDENT ANNUAL MEMBERSHIPS, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Grand Haven Community Development District (the "District") is a community development district, established March 24, 1997 by Flagler County, Florida Ordinance 97-03 pursuant to the provisions of Chapter 190, Florida Statutes. The District is governed by a Board of Supervisors (the "Board"); and

WHEREAS, the District owns and maintains certain real property, amenity facilities and roads within the District (the "Property"); and

WHEREAS, the District has adopted rules governing the use of and access to its amenity facilities ("Amenity Rules"); and

WHEREAS, the Amenity Rules provide for a category of amenity privileges for persons who do not own property in Grand Haven or for renters who do not have an assignment of amenity privileges from the property owner (the "Non-Resident Amenity Membership"); and

WHEREAS, pursuant to the Amenity Rules, and notwithstanding the Amenity Rules amendment dated April 18, 2024, restricting the maximum number of Non-Resident Amenity Memberships to two (2) families, the District has permitted four (4) families to sign up for one-year terms as Non-Resident Amenity Members; and

WHEREAS, the Board of Supervisors has long been concerned with the prospect of its Amenities being subjected to overuse, including that by non-residents; moreover, the Board has heard evidence that Non-Resident Amenity Memberships in Grand Haven are being marketed to outside parties; and

WHEREAS, the Board of Supervisors desires to protect the adequate supply and maintenance of its Amenity Facilities for the benefit of its residents; and

WHEREAS, the District, in accordance with the Amenity Rules, the maximum number of Non-Resident Amenity Memberships may be modified by resolution of the Board of Supervisors, which now desires to modify the maximum number of Non-Resident Amenity Memberships.

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

Section 1. Incorporation. The Board finds that the “Whereas” statements set forth above are true and correct and incorporates each such finding and statement into this Resolution.

Section 2. Conforming the Amenity Rules to Reflect Current Facts. The Board finds that the current number of families with Non-Resident Amenity Memberships is four (4). As such, the Amenity Rules are hereby modified to establish the maximum number of Non-Resident Amenity Memberships at four (4) families.

Section 3. Expiration of Existing Non-Resident Amenity Memberships. All existing Non-Resident Amenity Memberships shall terminate upon the expiration of their existing one-year term and shall not be renewed thereafter. Upon the termination of each existing one-year term, the maximum number of Non-Resident Amenity Memberships provided under the Amenity Rules shall be reduced by one.

Section 4. No New Non-Resident Amenity Memberships. Upon the adoption of this Resolution, and notwithstanding the Amenity Rules establishing the maximum number of Non-Resident Amenity Memberships at four (4) families, no new Non-Resident Amenity Memberships shall be accepted unless the Board so provides.

Section 5. Effective Date. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 19th day of February, 2026.

Secretary/Assistant Secretary

Chair/Vice Chair

EXHIBIT 13

UNLEASH THE POWER OF PROFESSIONAL SOUND WITH US

John Lucansky

QUOTATION # S00522

Quotation Date
12/18/2025

Expiration
01/17/2026

Salesperson
Trey Tayloe (105)

| Description | Quantity | Unit Price | Taxes | Amount |
|---|--------------|----------------|-------|---------------------|
| Materials | | | | |
| [OCT-DK-2-22-WHI] Overtone Acoustic Ceiling Tile, Diamond Knit (2", 2 x 2, White (DK-WHI)) | 268.00 Units | \$ 95.1900 | Tax | \$ 25,510.92 |
| Subtotal | | | | \$ 25,510.92 |
| Services | | | | |
| Overtone Engineering Services (Pro) | 19.00 Hour | \$ 100.0000 | | \$ 1,900.00 |
| Installation - In-House Overtone Acoustics team handles entire install, cleanup, verification. | 1.00 Units | \$ 10,450.6900 | | \$ 10,450.69 |
| Mobilization (Local) | 1.00 Units | \$ 1,405.0000 | | \$ 1,405.00 |
| [OPM] Overtone Project Management | 1.00 Units | \$ 1,300.0000 | | \$ 1,300.00 |
| Subtotal | | | | \$ 15,055.69 |
| Untaxed Amount | | | | \$ 40,566.61 |
| Tax on \$ 25,510.92 | | | | \$ 1,658.21 |
| Total | | | | \$ 42,224.82 |

Terms & Conditions: <https://overtoneacoustics.odoo.com/terms>

EXHIBIT 14

1. What experiences have you had on boards, HOAS, CDDS?
2. What have activities or programs you been involved in as regards Grand Haven?
3. What is the one thing you would need to work on in order to be an effective board member?
4. What is the greatest challenge we face in Grand Haven? What should be done about it?
5. What would you do to make sure you represented the total community and not just a small group that shares your interests or concerns?
6. What are your top reasons for wanting to be part of our Board.
7. How long have you lived in GH?
8. What experience do you bring to the Board and how would you use it?
9. What board experience do you have?
10. What do you think are the most important things that the Board should do?
11. How many meetings have you attended?

NOTE: Resume requested to accompany the answer to these questions.

EXHIBIT 15

**AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN
GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
AND VESTA PROPERTY SERVICES, INC.**

Effective Date of Agreement: 1st day of August, 2021.

Between: Vesta Property Services, Inc.
 245 Riverside Avenue, Suite 300
 Jacksonville, FL 32202

(Hereinafter referred to as "MANAGER");

And: Grand Haven Community Development DISTRICT
 A unit of special purpose local government located in
 Flagler County, Florida

(Hereinafter referred to as "DISTRICT").

THIS AGREEMENT, (hereinafter "Agreement" or "Contract"), made and entered into as of this **1st day of August, 2021** by and between the **GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**, Flagler County Florida, hereinafter referred to as "DISTRICT", and the firm of **VESTA PROPERTY SERVICES, INC.** hereinafter referred to as "MANAGER", whose address is 245 Riverside Avenue, Suite 300, Jacksonville, FL 32202.

WITNESSETH:

WHEREAS, the DISTRICT desires to employ the services of the MANAGER for the purpose of providing management, financial and accounting advisory services for the Grand Haven Community Development DISTRICT; as required to meet the needs of the DISTRICT during the contract period and for otherwise discharging the duties set forth in Fla. Stat. §190.007(1); and

WHEREAS, the MANAGER desires to assist the DISTRICT with such matters,

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

1. The DISTRICT hereby engages the MANAGER for the services and fees described on Exhibit "A" hereto.

MANAGEMENT SERVICES

I. GENERAL CONSULTATION, MEETINGS AND DISTRICT REPRESENTATION

The MANAGER shall:

- a. Assign a DISTRICT MANAGER (MANAGER) subject to Board of Supervisor's approval. As the MANAGER, consult with the DISTRICT Board of Supervisors and its designated representative, and when necessary, participate in such meetings, discussions, project site visits, workshops and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services set forth herein with regards to the projects and general interest of the DISTRICT.
- b. Provide consultation and representation work with pertinent public agencies and private individuals in connection with the interests of the DISTRICT. The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control, coordination and administration of various professional service elements.
- c. Attend regular and special meetings and workshops of the Board of Supervisors and promptly thereafter provide to the Board a meeting summary and list of follow up items. The MANAGER shall also work with the Board to develop systems to inform DISTRICT residents about actions that occur during Board Meetings.
- d. Manage the activities of the DISTRICT financial consultants (i.e., accounts, financial advisors, Trustee as necessary so that required reports are made timely to bondholders, State Comptroller and Auditor General of the State of Florida.)
- e. Coordinate activities between the DISTRICT's Engineer for infrastructure and operations and maintenance to ensure that all DISTRICT operations are conducted in accordance with the required permits and regulations.
- f. Coordinate with the DISTRICT's legal counsel to ensure that all DISTRICT operations are conducted in accordance with Chapter 190, Florida Statutes and all other related Florida Statutes.
- g. Prepare, coordinate, and submit to the DISTRICT's Board of Supervisors a proposed Annual Budget and administer the Adopted Budget of the DISTRICT. The Budget process includes the maintenance of a capital improvement program and reserve spreadsheet.
- h. Review draft audited financial statements from independent auditors, management letter suggestions and internal control opinions issued by the auditor.
- i. Coordinate activities between the DISTRICT, County, property Appraiser and Tax Collector's office pursuant to Chapters 197, 190, and 170, Florida Statutes.
- j. Coordinate filing of any special assessment tax roll with County and City governments by the DISTRICT's financial advisor.
- k. Support DISTRICT contract negotiations as needed.

- l. Coordinate with and oversee the Operations MANAGER. Consult with and advise the DISTRICT's Board of Supervisors on matters related to the operation and maintenance of DISTRICT's property.
- m. Coordinate the activities and advise any advisory boards of the DISTRICT.
- n. Implement the rules and policies established by the DISTRICT, in connection with the operation of the DISTRICT.
- o. Immediately notify the Board of Supervisors and other interest parties of any major issue that could have a negative impact the DISTRICT.
- p. Provide all other services necessary to effectively manage the operation of the DISTRICT.

II. ADMINISTRATIVE SERVICES

The MANAGER shall:

- a. Notice all public meetings and other required legal advertising (i.e., public bidding, rates and rule amendments) in accordance with Chapters 189 and 190, Florida Statutes.
- b. Prepare Board meeting agenda packages and submit same to the Board of Supervisors in accordance with meeting schedule.
- c. Record and transcribe summarized meeting minutes, review for correctness, and provide same to the Board of Supervisors.
- d. Provide Oath of Office and Notary Public for all newly elected members of the Board of Supervisors.
- e. Provide coordination and information for the General Election Process, including required notices and information.
- f. Maintain an action item list, oversee open items until completion, and recommend closure of each action by the Board of Supervisors.
- g. Serve as the DISTRICT's agent in disseminating information that is requested pursuant to the public records of the State of Florida.
- h. Prepare correspondence and other reports as required.
- i. Maintain DISTRICT files in accordance with public record laws.
- j. Provide and maintain DISTRICT's website for communications with residents in the community.
- k. Transmit approved minutes to local governing authorities.

III. GENERAL SERVICES

The MANAGER shall provide the following Annual services:

- a. Establish an annual calendar of activities relating to:
 1. Accounting/financial reporting
 2. Milestone dates for annual audits (preliminary, start, field work, draft report, and final report.)
 3. If applicable, Arbitrage calculation dates.
 4. If applicable, Bond compliance pursuant to the trust indenture.
 5. Budget process dates.
 6. Special assessment certification dates.
- b. Implement internal controls and procedures providing adequate segregation of duties and proper separation between various funds and account groups in order to safeguard DISTRICT assets including bank accounts, and check stock.
- c. Maintain books and records and related back-up documentation for all fund types and account groups consistent with Government Generally Accepted Accounting Principles; including:
 1. General fund (O&M)
 2. Capital project funds
 3. If applicable, Debt service fund (including revenue and reserve funds)
 4. Fixed asset account group
 5. Long-term debt group
- d. If applicable, establish bond compliance tracking procedures and completion of all requirements.
- e. Coordinate year-end financial audits, including meeting with and providing all requested information needed by the auditor to timely perform said audit and to review audit invoices to ensure that audit work remains within authorized limits.
- f. File audited financial statements and annual financial report to local governments and State agencies in accordance with Florida Statutes and DISTRICT's bond covenants.

- g. If applicable, coordinate annual arbitrage calculations with arbitrage consultants and ensure that deposits into the related accounts are made by the Trustee as identified by the arbitrage rebate calculation.
- h. File, as required, certificates requesting exemption from County and City taxes.
- i. File Federal and State taxes, when required.
- j. Ensure DISTRICT maintains adequate insurance. (i.e., general liability, public officials' liability/error and omissions and property).
- k. File required reports for local government (i.e., public depositors report, public facilities report.)
- l. Issue monthly financial statements to the Board of Supervisors and all other interested parties.
- m. Issue monthly action item list tracking open issues and recommending closure for Board of Supervisor's approval.
- n. Reconcile monthly investment statements:
 - 1. Review investment types to determine whether they comply with indenture requirements and meet DISTRICT cash flow needs.
 - 2. Direct Trustee on investment portfolios.
 - 3. Review investment performance
- o. Review and process all general operating expenditures incurred by the DISTRICT to ensure payment are in accordance with approved contracts, which include obtaining Board approval and disbursement from the appropriate funds. The MANAGER shall specifically make payment of accounts payable not less frequently than once per week, and shall make provision to handle payments that are needed on an immediate basis due to contract or other requirements.
- p. Provide any additional financial reporting that maybe requested by Board of Supervisors.
- q. Maintain database for assessment roll.

IV. FIELD MANAGEMENT OVERSIGHT

The DISTRICT MANAGER shall:

- a. Coordinate activities with the Operations Manager for planning, developing, controlling and evaluating field maintenance contracts and programs.

- b. Develop and oversee the annual maintenance program as identified in the adopted budget of the DISTRICT; develop policies, purchase requests and conduct competitive bidding, when necessary.
- c. In cooperation with the Operations Manager, review and sign purchase orders and service contracts to facilitate field operations. Approve invoices for payment.
- d. Through the Operations Manager, direct contractors who provide installation, repair and maintenance of DISTRICT properties or areas within DISTRICT's responsibility for maintenance areas including:
 - 1. Landscaping
 - 2. Irrigation systems
 - 3. Common fences and walls
 - 4. Ponds and lakes
 - 5. Fountains
 - 6. Stormwater infrastructure
 - 7. Roads and sidewalks
 - 8. Gatehouse and security services
 - 9. Recreation and community amenities
- e. Develop and implement a capital improvement plan based on the approved DISTRICT Reserve Study and Board of Supervisors approval of the plan.
- f. Answer questions and requests from Grand Haven residents concerning DISTRICT field operations.
- g. Coordinate with City and County officials regarding related field maintenance issues.
- h. Coordinate with insurance carriers, DISTRICT and non-district, for damages to DISTRICT property and oversee restoration of these properties.
- i. Prepare, as required, portions of the DISTRICT operations budget and monitor budget line item activity for field maintenance.
- j. Correspond as required with the DISTRICT Board of Supervisors and with the public as DISTRICT representative. Provide to the Board of Supervisors a monthly status report.
- k. Help develop and enforce DISTRICT policies and procedures including preventing, resident and non-resident, intrusion and/or damage to DISTRICT property; ensure restoration is completed if necessary.

- l. Implement, as necessary, emergency management plans as required in times of natural disasters, pandemic or other state and local emergency.

V. FUND SPECIFIC SERVICES

The MANAGER shall provide the following General Fund services:

- a. Bill and collect fees as needed (e.g., permits, inspections, document preparations).
- b. Receive and transmit assessment receipts to appropriate funds in accordance with adopted budgets and annual assessments.

FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the DISTRICT needs and statutory requirements.

The DISTRICT agrees to compensate the MANAGER in accordance with the fee schedule set forth in the attached **Exhibit A**. Payment for the base services contract shall be payable in equal monthly installments at the beginning of each month and may be amended annually as evidenced by the budget approved by the Board.

In addition, the DISTRICT agrees to reimburse the MANAGER for expenses incurred as part of performing the duties and responsibilities outlined in this contract. These expenses include, but are not limited to: travel, reproduction, printing and binding, long distance telephone, facsimile transmission, postage and express mail, legal advertising and supplies, computer time. All expenses shall be at the cost incurred by MANAGER, and in all cases shall be consistent with the provisions of Chapter 112, F.S., to the extent applicable. Notwithstanding the foregoing, DISTRICT and MANAGER have agreed that MANAGER shall provide printed and bound agendas for the Board members, in lieu of the tablets set forth in Exhibit A, at no additional cost.

This Agreement shall automatically renew each Fiscal Year of the DISTRICT, unless otherwise terminated by either party. The DISTRICT will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the DISTRICT to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

DISTRICT RESPONSIBILITIES

The DISTRICT shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the MANAGER to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the DISTRICT.

In the event the MANAGER is required by the DISTRICT to have an office in Flagler County, DISTRICT agrees to provide sufficient office space and equipment in DISTRICT's facilities for MANAGER to use.

TERMINATION OF THIS CONTRACT

This Contract may be terminated as follows:

1. By the DISTRICT for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the MANAGER which termination may be immediate; or
2. By the MANAGER or DISTRICT, for any reason, upon 60 days written notice.

In the event this Contract is terminated in either manner above stated, the MANAGER will make all reasonable effort to provide for an orderly transfer of the books and records of the DISTRICT to the DISTRICT or its designee.

GENERAL TERMS AND CONDITIONS

1. All invoices are due and payable within seven (7) days of the date when received.
2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
4. The rights and obligations of the DISTRICT as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the DISTRICT. There shall be no assignment of this Contract by the MANAGER, without the approval of the DISTRICT.
5. The MANAGER shall devote such time as is necessary to complete the duties and responsibilities assigned to the MANAGER under this Agreement.
6. The signature on this Agreement by the MANAGER shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
7. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth

in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any interest shall be employed for said performance.

8. The MANAGER shall promptly notify the DISTRICT in writing by certified mail of all potential conflicts of interest for any prospective business association interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the MANAGER may undertake and request an opinion of the DISTRICT as to whether the association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion by certified mail within thirty (30) days of receipt of notification by the MANAGER. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion and the association, interest, or circumstance shall not be deemed in conflict of interest with respect to services provided to the DISTRICT by the MANAGER under the terms of this Contract. This Agreement does not prohibit the MANAGER from performing services for any other special purpose taxing DISTRICT, and such assignment shall not constitute a conflict of interest under this Agreement.
9. MANAGER shall take affirmative steps to avoid any conflict of interest or appearance of conflict of interest related to the contract between DISTRICT and MANAGER's affiliated businesses related to management of DISTRICT's Amenities (the "Amenity Contract"). In the event the MANAGER believes, or should in the exercise of reasonable judgment and good faith, believe, that MANAGER is experiencing a conflict between his duties to DISTRICT and the interests of MANAGER pursuant to the Amenity Contract, MANAGER shall immediately notify DISTRICT, copying District Counsel and the Operations Manager, specifying the issue giving rise to the conflict, and shall thereafter recuse itself from dealing with such issue.
10. The MANAGER warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.
11. The MANAGER hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.
12. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information

originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

13. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Flagler County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

13. The MANAGER agrees to pay, discharge, defend (if required by the DISTRICT), indemnify and hold the DISTRICT and its supervisors, agents, employees, representatives, successors and assigns harmless from and against any and all demands, claims, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges and expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by the DISTRICT in the event MANAGER fails to retain counsel to represent the DISTRICT, its supervisors, agents, employees, representatives, successors and assigns, who is reasonably acceptable to the DISTRICT), incurred by the DISTRICT or its supervisors, agents, employees, representatives, successors and assigns arising out of or in connection with: (i) any management services to be provided by the MANAGER pursuant to this Contract; (ii) any failure by MANAGER to perform any of its obligations under this agreement; (iii) any accident, injury or damage to property or persons, if caused by the acts or omissions of MANAGER or MANAGERs officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents; (iv) any and all accidents or damage that may occur in connection with MANAGERs or MANAGER's officers, employees, contractors, subcontractors, invitees, representatives, or agents use of the DISTRICT property; (v) any failure of MANAGER or MANAGER's officers, employees, contractors, subcontractors, invitees, representatives, or agents to comply with any applicable codes, laws, ordinances, or governmental requirements, agreements, approvals, or permits affecting DISTRICT property. The provisions of this paragraph shall survive the expiration or sooner termination of this Contract. The foregoing shall not apply to damages caused by the acts or omissions of parties who are under contract with DISTRICT to perform services to DISTRICT if MANAGER fulfills the supervisory functions required of this Agreement as to those contractors. Notwithstanding the foregoing, MANAGER's liability hereunder, except in the

case of MANAGER's gross negligence or intentional misconduct, shall be limited to the proceeds of insurance coverage obtained by MANAGER pursuant to the requirements of this Contract.

14. The DISTRICT agrees to pay, discharge, defend (if required by the MANAGER), indemnify and hold the MANAGER and its agents, employees, representatives, successors and assigns harmless from and against any and all demands, claims, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges and expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by the MANAGER in the event DISTRICT fails to retain counsel to represent the MANAGER, its agents, employees, representatives, successors and assigns, who is reasonably acceptable to the DISTRICT'S insurance provider), incurred by the MANAGER or its agents, employees, representatives, successors and assigns arising out of or in connection with: (i) any breach of the DISTRICT pursuant to this Contract; (ii) any failure by DISTRICT to perform any of its obligations under this agreement; (iii) any accident, injury or damage to property or persons, if caused by the acts or omissions of DISTRICT or DISTRICT's officers, employees, invitees, representatives, or agents; (iv) any and all accidents or damage that may occur in connection with DISTRICT's or DISTRICT's officers, employees, invitees, representatives, or agents use of the DISTRICT property; (v) any failure of DISTRICT or DISTRICT's officers, employees, invitees, representatives, or agents to comply with any applicable codes, laws, ordinances, or governmental requirements, agreements, approvals, or permits affecting DISTRICT property. The provisions of this paragraph shall survive the expiration or sooner termination of this Contract. Notwithstanding the foregoing, DISTRICT does not hereby waive the protections and damages caps that are provided by Fla. Stat. §768.28, which shall limit DISTRICT's liability hereunder.
15. During the term of this Agreement, MANAGER shall comply with the following insurance requirements, and shall have and keep in force the following minimum coverages:
 - a. *Workers Compensation:* Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease.
 - b. *Professional Liability Insurance:* with minimum \$1,000,000 per occurrence for this project with a \$2,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. Coverage shall include

employee theft or dishonesty and other coverages typically associated with handling of the money and property of others.

- c. *Comprehensive Commercial General Liability Insurance:* Occurrence form required. Aggregate must apply separately to this contract/job. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.
 - d. *Automobile Insurance:* To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this agreement.
 - e. Grand Haven Community Development DISTRICT is to be named additional insureds on Comprehensive Commercial General Liability Policy and the Business Auto Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the GHCD before commencement of any work activities.
 - f. Any and all deductibles to the above referenced policies are to be the responsibility of MANAGER.
16. Nothing contained in this Contract shall be deemed as a waiver of immunity or limits of liability of the DISTRICT beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
17. Any amendment or change to this Contract shall be in writing and executed by all parties.

NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the DISTRICT, notice shall be to:

Grand Haven Community Development DISTRICT
c/o DPG Management & Consulting
250 International Parkway, Suite 280
Lake Mary, FL 32746
Attn: Patricia Thibault

With a copy to: Clark & Albaugh, LLP

700 W. Morse Blvd, Suite 101
Winter Park, Florida 32789
Attn. Scott D. Clark, Esq., DISTRICT Counsel

If notice is sent to MANAGER, it shall be sent to:

Vesta Property Services, Inc.
245 Riverside Avenue, Suite 300
Jacksonville, FL 3220
Attn: Howard McGaffney, Vice President

Notice to DISTRICT under this Agreement shall not be effective unless also sent to District Counsel as indicated above.

Executed by the parties as of the date listed above

Board of Supervisors
Grand Haven Community
Development District

Vanessa Stepniak
Witness

By: [Signature]
Chairperson

Vesta Property Services, Inc.

[Signature]
Witness

[Signature]
Howard McGaffney, Vice President

EXHIBIT A



Fee Schedule for Proposed Scope of Services

Vesta Property Services, proposes the following fee structure for District Management, Administration, Recording, Financial Accounting, Assessment Roll Services provided to the Grand Haven Community Development District (the “District”):

| SERVICES | PROPOSED FEES | CURRENT BUDGET |
|------------------------------------|-------------------|-------------------|
| District Management* | \$39,125 annually | \$39,127 annually |
| Administrative Services** | \$10,400 annually | \$10,413 annually |
| Accounting Services | \$21,475 annually | \$21,478 annually |
| Assessment Roll Preparation | \$9,450 annually | \$9,478 annually |
| Printing and Binding of Agendas*** | Not Included | Included |
| TOTAL | \$80,450 annually | \$80,496 annually |

***District Management:** Up to 12 meetings per year and up to 10 workshops per year; up to 4 hours in length each.

**** Administrative Services:** Recording of minutes, agenda preparation, records keeping, posting notice requirements.

***** Printing and Binding Costs:** These costs are not included in this proposal. Vesta will provide five (5) computer tablets with an electronic agenda uploaded onto the tablets for each of the Supervisors to use during all Regular meetings and Workshops that are held in person.



Schedule of Additional Fees

- 1. Additional District Meetings:** The District Management fees proposed are based upon the District holding up to 12 regular meetings and up to 10 workshops each year that each last up to 4 hours in length.
 - a. An additional \$175/hour fee will be billed to the District, for each hour past the initial 4-hour meeting timeframe included in this proposal.
 - b. Additional meetings outside of the aforementioned amount will be billed to the District at a total fee of \$800/per meeting.
- 2. Postage and freight, printing and binding, legal advertising, web hosting, office supplies are not included within the proposed fee and will be billed at cost to the CDD.**
 - a. Vesta will provide tablets for each of the Supervisors with the agenda uploaded to them. Supervisors who wish to have a printed version, can ask for the onsite CDD office to print them and arrange to pick them up at the CDD office. The costs to print will be internal to GHCDD.
- 3. Debt Service Fund Accounting & Assessment Collection Services:** If the District issues debt, the proposed fee for these services would be \$5,500 annually per bond issue.
- 4. Assessment Methodology Consultant Services (Special Methodology Reports):**
 - a. Fee Proposed: \$20,000 per bond issuance.
- 5. Management/Administrative responsibilities related to the issuance of Bonds, Debt and Placement of loans or any other District indebtedness:**
 - a. Fee Proposed: \$25,000 per issuance
 - b. Bond Anticipation Notes: \$10,000 per issuance.
- 6. Additional Services:** Should Vesta Property Services, Inc. be requested to provide additional services on behalf of the District not covered in this proposal, fees for such services shall negotiated in accordance with the terms mutually agreed upon by the District and Vesta Property Services, Inc.

Proposal Forms/Scopes of Services in RFP - attached

EXHIBIT 16

Grand Haven (GH) CDD Budget Policies provide guidelines to ensure fiscal accountability and support sound financial decision-making.

Grand Haven CDD Budget Policies

- **Balanced Budget:** Require revenues to meet Grand Haven CDD expenditures (O&M, Capital and Reserves).
- **Reserve Funds:** Establish and maintain adequate emergency and/or strategic reserves.
- **Long-Term Focus:** Link annual approved GH CDD budgets to multi-year strategic operating plans and capital needs. Enter contracts where economies exist.
- **Prioritization:** Prioritize and direct funds to essential activities with guidelines and rules for supplemental expenses.
- **Transparency & Accountability:** Make budget financial information clear and understandable to residents.
- **Personnel Management:** Maintain guidelines for CDD staffing, productivity, performance and compensation through annual evaluations.

EXHIBIT 17

GH Budget Process (Draft)

Caution: Preparing a GH CDD budget is a huge responsibility for all involved. Please remember that all of us involved represent the Residents of Grand Haven and thus have a fiduciary responsibility for budgeting expenses as accurately as possible. Each of us participating in budget drafting, preparation and approval all wear more than one hat as we consider our responsibility as not only a preparer, content/data advisor, a Board Member or as a District Manager.

Process Outline Steps

- Forecast Budget Amount (Revenue in)
 - Revenue Amount received
 - This is the Total Max Amount-No Exceptions
- Review Every Line Item on Prior Year Board Approved Budget (1)
 - Verify Each Expense as Capital or O&M
 - Is Expense (Fixed or Variable)
 - Contract (Yes, No or Need New or Revised Contract)
 - Carry Expense Forward, Continue (Yes or No)
 - Create New Expense Line-Item (Yes or No)
 - Eliminate Excessive/Redundant Line-Items (2)
- Categorize Every Line-Item Expense Entry As
 - Must Do (3)
 - Want To Do (If Funds Available) (4)
 - Discretionary (5)
 - Label Each Line-Item Expense M or W or D
- Total Must Amount = X1 (Not Flexible)
- Total Want Amount = X2 (Flexible)
- Summation X1 + X2 Is Total Estimated Budget (Draft)
 - Room for any Discretionary?
 - Consider Adding as a Want

- Prioritize Necessity and Add to X1, X2 Total (Yes or No)
- If Higher Than Forecasted Revenue Amount, Revise Must Do List
 - Move to Want List
 - Move to Later Year
 - Reduce Line-Item Estimated Cost Amount
 - Eliminate Want or Discretionary Expenditure(s)
- Revise/Reduce Want To Do List
 - Reduce Line-Item Estimated Cost Amount
 - Move to Later year
 - Eliminate Expenditure
- Repeat Revisions to Must/Want/Discretionary Until Max Total Budget Amount Is Achieved
- Schedule Monthly Expenditure(s) If Possible
 - Determine Line-Item Expense Heading Categories
 - Determine Sub-categories As Needed
 - Determine Expense Frequency and If Monthly
 - Merge Sub-Categories Where Possible (2)
- Assess Risks For Each Expense Category
 - High, Medium, Low
 - Are Emergency Reserve Additional Funds Required If Yes, How Much
 - Where Is It Coming From (Add an Explanation)
 - What Are Unknowns (timing, schedules, potential storms, etc.)
 - Create Risk Assessment Conclusion(s)
- Draft Budget Presentation to Board
 - Revise as per Board Decisions
 - Schedule Follow Up Presentation
 - Further Board Revisions (Yes or No)
 - Revise if Necessary
- Board Approval
 - Final GH CDD Budget
 - What is Final Increase or Reduction If Any (%)
 - Compare To Historical Budget Data Performance

- Publication

Footnotes

- (1) All contracts must be valid and in place with expenses able to be forecasted.
- (2) The proliferation of expense line-items over time adds to the confusion of charging expenses correctly.
- (3) Must Do is a mandatory expense
- (4) Want To Do is a desirable expense and can be rated against other Wants to determine an order of hierarchy/priority.
- (5) Discretionary is an expense that might be considered a “Want” if funds are available.

EXHIBIT 18

FCS Management Group Proposal

FCS Contract Requirements

1. Need two current FCS references that the Board can talk to before \$20K goes out the door. As an alternative, how about \$4K per month with no references? (Cancellable month to month)
2. Monthly FCS progress report which the Board designs, for the 90-120 day period, detailing what needs to be revised immediately, short term (within 6 months) and beyond.
3. Review of all staff with FCS evaluation, recommendation or organizational structure and formal report to the board after month 1.
4. Review of all processes and procedures for procurement, contracting, and personnel. Identification of gaps, specific findings and recommended correction actions required.
5. Submit plan and schedule for implementation of major performance indicators/requirements listed below in Month 3.

FCS Performance Indicators/Requirements

- Budget Performance
 - Standardized process codified
 - Process implemented
 - Monthly status report
 - 5-10 year capital forecasting
 - Benchmarking against peer CDDs
- Project Performance
 - Capital project schedule/budget tracking
 - Percent of scheduled maintenance on time, on budget
 - Year end completion forecast
 - Total expense and variance tracking
 - Issues
 - Annual strategic plan forecast
- Asset condition index
 - Road ratings
 - Infrastructure ratings
 - Facility ratings
 - Amenity ratings
- Contracts
 - Terms up to date
 - Vendor compliance/performance
 - Pricing per contract
 - Fixed pricing where possible
 - Performance based where possible
 - Implement contract tracking MIS
 - Payment delinquency rates

- Add contracts where necessary
- MyFloridaMarketPlace
 - GH CDD account established
 - Staff trained
 - Procurement policies implemented
- Labor tracking system
 - Implemented
 - Monthly status
 - Optimized staffing levels
- Environmental and Statutory Requirements
 - Compliance with all CDD State, County and City statutes, regulations
 - Storm water, environmental, ponds, etc.
 - Irrigation efficiency
 - Facility energy usage
- Annual CDD Audit
 - Certified opinion
 - Number of audit findings
- Amenities
 - Café profit (5%)
 - Resident satisfaction feedback/tracking
 - Implement measurement metric (complaints per household)