



GRAND  HAVEN

The word 'GRAND' is on the left and 'HAVEN' is on the right, both in a black, serif font. In the center, between the two words, is a circular emblem containing a detailed illustration of a tree with a thick trunk and a full canopy of leaves.

*Advanced Meeting Package*

*Regular Meeting*

*Thursday*  
*April 16, 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

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

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

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Grand Haven Community Development District is scheduled for **Thursday, April 16, 2026, at 9:00 a.m.** at the **Grand Haven Room**, at the **Grand Haven Village Center**, located at **2001 Waterside Parkway, Palm Coast, Florida 32137**.

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

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

Sincerely,

*David McInnes*

David McInnes  
District Manager



## Community Development District

Meeting Date:	Thursday, April 16, 2026	Ways to Follow Meeting:	Zoom – Listen Only
Time:	9:00 AM	Call-in Number:	+1 (929) 205-6099
Location:	Grand Haven Room, at the Grand Haven Village Center, located at 2001 Waterside Parkway, Palm Coast, Florida 32137	Meeting ID:	705 571 4830#
		Zoom Link:	<a href="#">Zoom Link</a>

### *Revised Agenda*

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

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

#### **III. Audience Comments** – *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. Presentations**

- A. Distinguished Service Award – Steve Brazen

**V. District Engineer: David Sowell**

A. Mill & Resurfacing Proposals

1. All Pro – *To Be Distributed*
2. CWR
3. Duval Asphalt

[Exhibit 1](#)

[Exhibit 2](#)

[Pgs. 9-11](#)

[Exhibit 3](#)

[Pgs. 13-16](#)

[Exhibit 4](#)

[Pg. 18](#)

**VI. Presentation of Proof of Publication(s)**

**VII. Resignations & Appointment**

A. Accepting Supervisor Brazen’s Resignation & Declaring Seat #1 Vacant

B. Seat #1 Appointment

1. Resumes
  - a. Anthony Zara
  - b. Joseph Pietropaolo
  - c. Michael Flanagan
  - d. Richard Fernicola
  - e. Richard Mayor

[Exhibit 5](#)

[Pgs. 20-25](#)

[Exhibit 6](#)

[Pgs. 27-31](#)

[Exhibit 7](#)

[Pgs. 33-37](#)

[Exhibit 8](#)

[Pgs. 39-42](#)

[Exhibit 9](#)

[Pgs. 44-47](#)

[Exhibit 10](#)

[Pgs. 49-50](#)

[Exhibit 11](#)

[Pg. 52](#)

2. State & District Oath of Office

3. New Supervisor Information Form

4. Form 1 (Found on FCOE Website)

5. Review of Sunshine Law & Supervisor Duties

[Exhibit 12](#)

[Pgs. 54-90](#)

6. Supervisors Code of Conduct

[Exhibit 13](#)

[Pgs. 92-95](#)

7. Consideration & Adoption of **Resolution 2026-05**,  
Designating Officers

[Exhibit 14](#)

[Pg. 97](#)

C. Accepting Vice Chair Nancy Crouch’s Resignation & Declaring  
Seat #5 Vacant

[Exhibit 15](#)

[Pgs. 99](#)

**VIII. Staff Reports**

A. Amenity Manager: John Lucansky

[Exhibit 16](#)

[Pgs. 101-105](#)

B. Operations Supervisor: Vanessa Stepniak

1. Presentation of Capital Project Plan Tracker

[Exhibit 17](#)

[Pg. 107](#)

2. Monthly Report

[Exhibit 18](#)

[Pgs. 109-112](#)

## VIII. Staff Reports - continued

### C. District Counsel: Scott Clark

1. Consideration of First Amendment to District Management Services Agreement Between District and Management Company
2. Consideration of Agreement for Financial Compliance and Accounting Support Services with DPFM Management and Consulting LLC (D/B/A Vesta District Services)

[Exhibit 19](#)  
[Pg. 114](#)

[Exhibit 20](#)  
[Pgs. 116-117](#)

[Exhibit 21](#)  
[Pgs. 119-141](#)

### D. District Manager: David McInnes/Howard McGaffney

1. Meeting Matrix
2. Action Item Report
3. Personnel Matter – *Under Separate Cover*
4. Meeting Date Change Request
  - a. Change May 7<sup>th</sup> to a Regular Meeting & Change May 21<sup>st</sup> to a Workshop (No Change in Times)
  - b. Change June 4<sup>th</sup> to a Regular Meeting & Cancel June 21<sup>st</sup> Regular Meeting (No Change in Time)

[Exhibit 22](#)  
[Pgs. 143-147](#)

[Exhibit 23](#)  
[Pgs. 149-153](#)

## IX. Consent Agenda Items

- A. Consideration for Acceptance – The March 2026 Unaudited Financial Report
- B. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held March 19, 2026

[Exhibit 24](#)  
[Pgs. 155-161](#)

[Exhibit 25](#)  
[Pgs. 163-168](#)

## X. Business Items

- A. Draft RFP for Landscape Maintenance
- B. Night-Time Swimming Electrical Engineering Services Proposal
- C. Consideration & Adoption of Resolution 2026-06, District Spending Authority Policy
- D. Consideration of Escalante Agreement
- E. Consideration of MAPS Traffic Study Proposal
- F. Consideration & Adoption of Resolution 2026-07, Flagler LMS Plans

[Exhibit 26](#)  
[Pgs. 170-176](#)

[Exhibit 27](#)  
[Pgs. 178-184](#)

[Exhibit 28](#)  
[Pgs. 186-189](#)

[Exhibit 29](#)  
[Pgs. 191-198](#)

[Exhibit 30](#)  
[Pgs. 200-201](#)

**XI. Discussion Topics**

A. 2027 Draft Capital Improvement Plan

[Exhibit 31](#)

[Pg. 203](#)

B. Pending Supervisor Led Projects

**XII. Supervisors' Requests**

**XIII. Action Items Summary**

**XIV. Meeting Matrix Summary**

**XV. Adjournment**

# EXHIBIT 1

## EXHIBIT 2



**Headquarters**  
**C.W. Roberts Contracting, Inc.**  
 3372 Capital Circle NW  
 Tallahassee, FL 32308  
 CGC1505785 / CUC1225175  
 O: 850.385.5060 | F: 850-385-5605

**HOSFORD OFFICE**  
 O: (850) 379-8116 | F: (850) 379-8188  
**FREPORT OFFICE**  
 O: (850) 835-3500 | F: (850) 835-3519  
**PANAMA CITY OFFICE**  
 O: (850) 769-6640 | F: (850) 769-7775  
**GULF COAST TERMINAL**  
 O: (850) 769-7513 | F: (850) 769-7594  
**PENSACOLA OFFICE**  
 O: (850) 433-3001 | F: (850) 434-8971

**DAYTONA OFFICE**  
 O: (386) 258-7911 | F: (386) 258-9313  
**WILDWOOD OFFICE**  
 O: (352) 330-2540 | F: (352) 330-2609  
**PLANT CITY OFFICE**  
 O: (813) 756-2009 | F: (813) 659-4436  
**OKEECHOBEE OFFICE**  
 O: (863) 763-7373 | F: (863) 763-7379  
**PALM CITY OFFICE**  
 O: (772) 288-0951 | F: (772) 288-0983

## PROPOSAL AND CONTRACT

March 5, 2026  
 Proposal No.: DYT26700  
 Job Name: Grand Haven

To: David Sowell  
Kimley-Horn  
800 SW 2nd Ave, Suite 100  
Gainesville, FL 32601

Phone: 850-980-1574  
 Email: [david.sowell@kimley-horn.com](mailto:david.sowell@kimley-horn.com)

C.W. Roberts Contracting, Inc., Daytona Beach Division, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with paving the paving the Grand Haven job.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<b><u>Area # 1 Sheets C2.1, C2.2 &amp; C2.3</u></b>					
1	Mobilization	1	LS	\$3,300.00	\$3,300.00
2	Maintenance of Traffic	1	LS	\$4,605.28	\$4,605.28
3	1" Milling	7800	SY	\$3.78	\$29,484.00
4	1" Type SP 9.5 Asphalt W/Tack	7800	SY	\$10.25	\$79,950.00
5	Striping	1	LS	\$3,450.00	\$3,450.00
<b>Area # 1 Total</b>					<b>\$120,789.28</b>
<b><u>Area # 2 Sheets C2.4 &amp; C2.5</u></b>					
6	Mobilization	1	LS	\$3,300.00	\$3,300.00
7	Maintenance of Traffic	1	LS	\$4,605.28	\$4,605.28
8	1" Milling	5250	SY	\$5.61	\$29,452.50
9	1" Type SP 9.5 Asphalt W/Tack	5250	SY	\$12.23	\$64,207.50
10	Striping	1	LS	\$3,450.00	\$3,450.00
<b>Area #2 Total</b>					<b>\$105,015.28</b>

**Notations:**

1. This quotation shall become part of our contract
2. Any future subcontract between CWR and the prime contractor shall be mutually acceptable to CWR and the prime contractor.
3. This proposal expires 30 days from the date hereof, but may be accepted at any later date at the sole option of the CWR.
4. All permits by others.

If the foregoing meets with your acceptance, kindly sign and return this proposal. Upon its' receipt it is understood and the foregoing will constitute the full and complete agreement between us.

This proposal expires **thirty (30)** days from the date hereof, but may be accepted at any later date at the sole option of CWR.

ACCEPTED:

Respectfully Submitted,

*Joe Murray*

\_\_\_\_\_  
 (Firm Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
March 5, 2026

(Date)

## TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed, or one and one half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our sole judgment, such change will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees. You agree to carry Public Liability and Property Damage Insurance sufficient to protect yourself against any and all claims arising from the performance of the

work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under the final paragraph of this Proposal and Contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Volusia County, Florida, and you waive any right to jurisdiction and venue in any other place.

In the event of litigation to enforce the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorneys fees and costs.

# EXHIBIT 3



Duval Asphalt Products, Inc.  
 7544 Phillips Highway  
 Jacksonville, FL 32256  
 (904) 296-2020  
 (904) 296-6574 fax



## PROPOSAL: Grand Haven CDD

<b>To:</b>	<b>Property:</b>
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Grand Haven CDD  
 Attn: Howard McGaffney  
 2 North Village Parkway  
 Palm Coast, FL 32137

2 North Village Parkway  
 Waterside Parkway  
 Palm Coast, FL 32137

<b>Proposal Date:</b>	Apr 02, 2026	<b>Quote ID:</b>	QUO-06580-G0H1S6 (Rev. 0)
<b>Effective From:</b>	4/2/2026	<b>Effective To:</b>	5/2/2026

Line No.	Product	Price	Approval (your initials)
10	Mill and Resurface   Approx. 14480 Sq Yds @ \$19.30 / Sq Yd Mill approx. 14,840 SqYds of existing asphalt with an average depth of 1" and haul debris offsite. Apply tack coat. Install approx. 14,480 SqYds of SP 9.5 asphalt mix with an average depth of 1".  <ul style="list-style-type: none"> <li>• Includes 1 mobilization. We will mill the job and then tack it and pave it to reduce the number of trucks in the neighborhood at the same time.</li> <li>• This line item calls for 926.72 budgeted tons based on size and designed thickness.</li> <li>• Unless specified otherwise, this quote and price are only valid to be accepted if the quote is signed and the work completed within 30 days of the effective from date on this quote.</li> <li>• Includes MOT</li> </ul>	\$279,464.00	
20	Striping and Thermoplastic   Restripe with temporary traffic paint. Install thermoplastic around 30 days later	\$10,997.19	

Drainage is not implied or guaranteed by this quote. It is understood that Duval Asphalt will receive compensation for any drainage related work. This quote is figured without adding money for rework of areas lacking sufficient pitch to allow for drainage. As a contingency, \$450 per hour with a 4 hour minimum should be factored for drainage adjustment. 2%, or greater, prevailing pitch is required for complete drainage.

Prime is \$.65 per SY with a 1,500 SY minimum per mob. Anything under 1,500 SY is \$4.75 per GI for material plus a \$500 mob. All Prime is scheduled thru Allen Shirley at (904) 219-7447.

<b>Estimated Total (assuming all line items)</b>	<b>\$290,461.19</b>
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**The terms contained in Exhibit A are hereby fully incorporated by reference into this proposal**

THIS CONTRACT IS CONTINGENT ONLY UPON CREDIT APPROVAL BY DUVAL ASPHALT PRODUCTS.

TERMS - NET 30 DAYS ANY PAYMENTS NOT RECEIVED BY THAT TIME SHALL BEAR INTEREST AT THE RATE OF 1 1/2 % PER MONTH, AND CUSTOMER ALSO AGREE TO PAY DUVAL ASPHALT PRODUCTS, INC. COST AND EXPENSES OF COLLECTION, FOR ANY BREACH OF THIS PROPOSAL, INCLUDING REASONABLE ATTORNEYS FEES WHETHER OR NOT A SUIT IS FILED. NO RETAINAGE IS TO BE WITHHELD FROM PAYMENTS DUE FROM THIS CONTRACT. ALL PAYMENTS DUE HEREUNDER SHALL BE MADE AT THE OFFICES OF DUVAL ASPHALT PRODUCTS, INC. OR BY MAIL.

ACCEPTANCE OF PROPOSAL - THE ABOVE OR ATTACHED PRICES AND SPECIFICATIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

**RESPECTFULLY SUBMITTED,**

***Duval Asphalt Products, Inc.***

Justin Joiner

E-mail: [jjoiner@duvalasphalt.com](mailto:jjoiner@duvalasphalt.com)

Cell Phone: 9047532334

**ACCEPTED BY:**

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

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

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

# Exhibit A

1. Any damage to our work will be repaired on a cost plus 20% basis.
2. All work is guaranteed to be installed as specified. Duval Asphalt warranties the installation of pavement / sealcoating against defects in material and workmanship for (1) year from date of completion.
3. Asphalt is a flexible pavement, unless otherwise noted, Duval Asphalt does not guarantee against ponding water or make provisions for the repair of such areas under this contract.
4. Duval Asphalt requires a representative of your company be on-site during project operations in order to resolve any related issues.
5. Changes to contract quantity in excess of 10 percent (10%) will result in adjustment of unit prices.
6. Permits, bonds, testing, layout, saw cutting, maintenance of traffic, and striping, are not included unless otherwise noted in the scope of this contract.
7. Dumpsters must be removed from pavement surface and irrigation systems must be turned off 24 hours prior to start of project. Any delay or change in schedule by owner or owner's representative after Duval Asphalt has mobilized on site, such as base not being ready or wet pavement due to irrigation being left on, will result in a re-mobilization charge of \$3,500 for paving and \$1,250 for sealcoating. Quotes based on one mobilization unless stated otherwise.
8. Changes to a project that require additional days of work are to be priced on an individual basis. The mobilization charge above in #7 is not sufficient or applicable to add additional days of work.
9. A two-week notice is required, prior to start of project, to schedule job. It is understood that the schedule is subject to change due to inclement weather.
10. Duval Asphalt is not responsible for damage to underground utilities caused by the normal prosecution of our work.
11. Installation of new asphalt surfaces will not prevent reflective cracking; no warranty is stated or implied.
12. Adequate curing period must be allowed in order to minimize scuffing and tearing. Scuffing and tearing of the asphalt will occur in the hot summer months, no warranty is stated or implied.
13. Duval Asphalt does not guarantee against surface defects (i.e., cracking, ponding, settling, etc.) resulting from base installed by others, or areas where inadequate base is discovered.
14. Duval Asphalt recommends the removal and replacement of oil and other solvent deteriorated asphalt. We do not guarantee sealcoat adhesion to raised and exposed aggregate, pavements with coquina shell, concrete areas with spilled mortar or other films or coatings, extremely dirty areas or areas containing mold or mildew.
15. Sealed areas shall be barricaded to all traffic. Duval Asphalt is not responsible for damages to sealed areas, sidewalks, or tracking of sealer due to foot traffic and or vehicle traffic crossing barricaded areas. Barricades may be opened to traffic no less than 24 hours after application.
16. Cost of towing vehicles is the responsibility of owner or management. There will be a charge of \$250 per hour for sealcoat, and \$750 per hour and any trucking delay charges for paving and patching.
17. The removal of unsuitable material such as much, marl, clay, organic material, sand, etc. or the replacement of clean fill, and the removal of vegetation is not included in this contract unless otherwise stated.
18. Quote based on normal non-union rates, no payroll transcripts required, no retainage will be withheld from payments to this contract. Final payment based on in-place measurements unless otherwise stated as "total investment". Duval Asphalt is an EOE in accordance with 41CFR 60-250.4(m), 60-741.4 and 61.250.
19. Contracts are bid at specific thickness, additional material needed to complete project due to curb being cut to deep, base not smooth and level, or unforeseen problems will be billed according to contract.
20. Should customer cancel this contract before work begins, the parties agree that 20% of the proposed contract price will be payable to Duval Asphalt as liquidated damages (not as penalty) representing the reasonable admin. Expenses incurred on the project and lost profit.
21. If during normal completion of scope, inadequate base is discovered, the customer can proceed and void any warranty in affected area and incur no additional cost. If corrective action is elected, cost will be determined on a case-by-case basis and will result in additional cost for labor and material.
22. This quote assumes no testing will be performed and no DOT, or DOT style specifications will be required. DOT specifications cannot be achieved on any project outside DOT roadways built entirely with DOT approved processes and material.
23. Price is based on Duval Asphalt retaining all milled asphalt material to use for recycled content. If prime or owner elect to retain any or all of the milled material, asphalt price is subject to change to reflect the need for virgin material substitute.

July 2021 Revision

Initials \_\_\_\_\_

# Job Information Sheet

(Please complete entirely with addresses and phone numbers)

\_\_\_\_ Private (not bonded)  
\_\_\_\_ Bonded Private or State (bonded by general contractor)  
\_\_\_\_ Federal Work (Miller Act)

## ATTACH NOTICE OF COMMENCEMENT

(If one has been recorded)

Project Name: Grand Haven CDD  
Address: 2 North Village Parkway Waterside Parkway Palm Coast FL 32137  
Description (if available): Lot: \_\_\_\_\_ Block: \_\_\_\_\_ OR Book: \_\_\_\_\_  
Page: \_\_\_\_\_ Township: \_\_\_\_\_ Range \_\_\_\_\_ County \_\_\_\_\_

Your Company Name: Grand Haven CDD  
Address: 2 North Village Parkway  
City: Palm Coast State: FL Zip: 32137  
Phone #: \_\_\_\_\_

General Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Name of Company your Contract is with: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Property Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Bonding Company and/or Bond Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Bank Name or Funding Source: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ RETAINAGE: \_\_\_\_\_ %

# EXHIBIT 4

**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, April 16, 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

7763-341687

Apr. 9, 2026

# EXHIBIT 5



# Anthony Zara

📍 Palm Coast, FL 32137    📞 (407) 840-2190    ✉️ captz111@gmail.com

## PROFESSIONAL SUMMARY

Dynamic CEO with a proven track record of achieving over \$100 million in annual sales. Expertise in operational strategy, team collaboration, and cost control, driving efficiency and performance across diverse teams.

## SKILLS

- Problem-solving
- Teamwork and collaboration
- Excellent communication
- Organizational skills

## WORK HISTORY

**RETIRED** *2011 to 2014*

### Treasure Coast Jaguar Land Rover | Ft. Pierce, FL

- Cultivated a proactive approach to responsibilities, ensuring high standards of performance and reliability.
- Worked effectively in fast-paced environments.
- Facilitated collaboration among team members while excelling in independent tasks to achieve project goals.
- Proven ability to learn quickly and adapt to new situations.
- Implemented cost-control measures, reducing overhead expenses significantly.
- Excellent communication skills, both verbal and written.
- Worked well in a team setting, providing support and guidance.
- Directed operational strategies to enhance efficiency across all departments.

**CEO** *07/1987 to 05/2010*

### A&A IMPORTS | Orlando, Florida

Import and export of Highline automobiles , trucks and other vehicles. sales of over \$100 million dollars annually.

**CHAIRMAN OF THE BOARD AND CEO** *04/1983 to 02/1987*

### ABC PRINTERS | ORLANDO, FL

Commercial four color printing company. Purchased company with annual sales of less than one million dollars and grew the company to sales over \$15 million dollars in less than 5 years. Built new factory and grew employment from 8 employees to over 110 during that same period.

**EXECUTIVE VICE PRESIDENT AND CFO** *01/1978 to 01/1983*

### Sun Banks of Florida, Inc. and Sun Bank, NA | Orlando, FI

Responsible for all facets of financial matters for the parent company and lead bank. Financial Division of over 600 employees and an annual budget of over \$150 million dollars. specific areas of attention were Regulatory reporting, financial planning, forecasting and annual budgeting. Capital Expenditures Forecasting and budgeting.  
Heavy emphasis on Asset and Liability Management.

**SUPERVISOR**

*02/1973 to 12/1977*

**Peat, Marwick, Mitchell & Co. (KPMG) | Jacksonville, FL**

CPA World's largest accounting and consulting firm. Supervisor in audit and consulting department. Specializing in Financial institutions and Governmental agencies and authorities. In charge of major governmental consulting engagements for cities, various port and airport authorities.

**EDUCATION**

**Bachelor of Science** | Finance And Accounting Minor in Economics

*03/1973*

**University Of Florida , Gainesville, FL**

- Graduated with High Honors
- Dean's List [\[all years\]](#)

**CERTIFICATIONS**

CERTIFIED PUBLIC ACCOUNT

**LANGUAGES**

Spanish

Full Professional





**Community Development District**

***BOARD CANDIDATE QUESTIONNAIRE***

Please complete the following questionnaire and return it **with a copy of your resume** to [jleger@vestapropertyservices.com](mailto:jleger@vestapropertyservices.com) no later than 5:00 PM on Friday, April 3<sup>rd</sup>, 2026.

1. How long have you lived in Grand Haven? \_\_\_\_\_5  
Years\_\_\_\_\_
2. What activities or programs have you been involved with or are currently involved with at Grand Haven? \_\_\_\_\_ - Served on the Budget Fact Finding Group\_chaired by Supervisor John Chisolm\_\_\_\_\_

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3. What would you do to ensure you represent the total community and not just a small group which shares your interests or concerns? \_\_\_\_\_ - \_\_\_\_\_ - Review Current and Proposed Activities & Projects to ensure they serve the overall Needs and Goals of the District as well as the Residents of the Community. While certain projects may serve a Certain Section of the Community, it still needs to meet and maintain the High Level of Service expected by the Residents, as well as operate within Financial and Budgetary Constraints.

I also feel that it's important to take into consideration the communication from the community; emails, comments at meetings and requests through the CDD "Office Staff". +

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4. What past experience have you had serving on boards such as a Homeowners Association, Community Development District, etc.? \_\_\_\_\_ - Board Member  
Queens Cove HOA, Hutchinson Island  
Florida \_\_\_\_\_

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- If you served prior and resigned from the Grand Haven Community Development District Board of Supervisors, what was the reason for your resignation?

\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- How many Board of Supervisors meetings or workshops have you attended during the past year?

\_\_\_\_\_ Board Meetings - 6

- Workshops -

2 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. What is the greatest challenge faced at Grand Haven and what should be done about it? Safeguarding and Maintaining the Assets of The CDD! Ensuring that the infrastructure; specifically, the Storm Drainage System and Roads are properly maintained. Controlling costs during a "Rising Price Environment" is both very difficult but mandatory. Serving the Needs of the Residents of our Community is the Board's Primary Responsibility while the Wants of the Residents must also be acknowledged but prioritized as Fiscal Constraints Demand. \_\_\_\_\_

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6. What do you believe are the most important things that the Board of Supervisors should do? \_\_\_\_\_
1. Safeguard the Assets of the CDD through proper management and oversight.
  2. Constantly Assess the ongoing Needs of the Community and its Residents.
  3. Ensure the Fiduciary Responsibility of the Board to the Residents is always visible in every Action taken by the Board.
  4. Make sure a Policy of Transparency is applied to all Board Actions.
  5. Ensure adherence to and conformity with all applicable Federal, State, County, City and governing authorities' Laws, Statutes and Codes.
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7. What are your top reasons for wanting to be appointed to the Board of Supervisors?
1. Bring to the CDD Board my expertise and many years of experience as a CPA and Business Owner specializing in the area of Financial Management and Government Accounting.
  2. Assist the District Management in Developing Needed Accounting and Financial Tools to better analyze the financial requirements of District Projects.
  3. \_\_\_Bring more of the Resident's concerns and needs to the Board's attention so that the Residents feel more involved in the affairs of the District.\_
  4. Bring my many years' experience and expertise in the area of Capital Expenditures, Budgeting and Forecasting to assist the CDD management in better assessment of the District's long term Capital needs.
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8. What is the one issue you would want to work on to be an effective Board member?
- \_\_\_\_\_Help District Management identify and develop a better, more Transparent and Comprehensive Financial Process. I believe an effective "Financial System" must serve the needs of the District on all levels; delivering timely & comprehensive detailed information that supports related activities of the CDD and provides transparency to the Residents. We need a process that is easy to use, and that supports current & Capital Asset Planning.



# EXHIBIT 6

# JOSEPH PIETROPAOLO

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## Qualifications & Services

Mr. Pietropaolo has a Master of Arts Degree and a Bachelor of Arts Degree in **Forensic Psychology** from John Jay College of Criminal Justice. He has over 31 years' experience in the Yonkers, NY Police Department, moving up the ranks in the department through the years. He retired in 2013 from the Yonkers Police Department as Executive Lieutenant. For the past 20 years, in tandem with the Police Department, Mr. Pietropaolo was an instructor at the Westchester County Police Academy, teaching Supervisor as well as Recruit classes. Joseph Pietropaolo is a licensed Private Investigator in the State of Florida.

## Education

**John Jay College of Criminal Justice**- New York, New York

Bachelor of Arts Degree in Forensic Psychology, John Jay College of Criminal Justice

Master of Arts Degree in Forensic Psychology, John Jay College of Criminal Justice

**Senior Management Institute for Police**-Boston Mass.

Police Executive Research Forum given at Boston University for three weeks by the Harvard Business School.

**Crash Data Retrieval Technician**- Northwestern University Evanston Illinois.

**Crash Data Analyst**- Northwestern University Evanston Illinois.

## Investigative Positions

Investigator for the Legal Aid Society of Putnam County, lead investigator and consultant.

Internal Investigator 1 NYS Justice Center

## Teaching Experience

**Adjunct Professor of Psychology Westchester Community College, Valhalla NY**

**Adjunct Professor of Psychology Iona College New Rochelle, NY**

**Adjunct Professor of Psychology Georgian Court University, Lakewood NJ (current)**

**Adjunct Professor of Psychology Flagler College Saint Augustine (current)**

## Accident Investigation

**Investigator**- Level one and Level two accident investigation; crash management

**CDR Technician**- Crash Data Retrieval technician; The downloading of crash information from ACMs Airbag Control Modules.

**CDR Analyst**- The analysis of data downloaded from the ACMs Airbag Control Modules.

## Professional Experience

BLUE TIGER INVESTIGATIONS, Joseph Pietropaolo, Chief Investigator 10/2013 to present  
Certified and experienced to do all types of Criminal and Civil Investigations such as but not limited to;  
Missing persons, Fraud, Vehicular Accidents, Liability Investigations, Crime Scene Investigation and Evaluation, and all types of Evidentiary Investigations both Criminal and Civil.

**Employment Experience:****Putnam County Legal Aid Society-**

Senior investigator. The investigation of criminal complaints made against clients, in relation to all type of crime, felonies, misdemeanors, and violations. (2017-2020).

**New York State Justice Center for the Protection of People with Special Needs-** White Plains NY

The investigation of any abuse and neglect of persons with special needs in the care of various NYS facilities operated by but not limited to the Office of Child and Family Services, Office of People with Developmental Disabilities, and any residential or school facilities under the oversight of the Justice Center. (2019-2020)

**Security Manager Empire City Casino-** Yonkers, N.Y.

The supervision of 42 officers and 15 supervisors in the day to day security operations of the casino and raceway operations, the logistics and security of special events and promotional events. The manager is in command in the absence of the Security Director and during night hours of operations the sole management person in the casino. (2016-2019)

**Yonkers Police Department-** 08/02/1982-08/16/2013, Yonkers, N.Y.

Starting as a Police Officer, then Detective, Detective Sergeant and retiring as an Executive Lieutenant in charge of a division. As a detective and Detective Sergeant the investigation of all types of criminal violations, such as murder, robbery, larceny, burglary, arson, etc. As a Lieutenant the supervision of 50 Police Officers, twelve Sergeants and three other Lieutenants.

**Professional Presentations**

**Speaker-** Northeastern Association of Forensic Scientists Annual Conference  
"Police and Scientists working cooperatively to catch a Serial Killer"

**Speaker-** Westchester County District Attorney's Seminar on Child Abuse  
"The Child Abuse Crime Scene Investigation"

**Speaker-** Westchester County District Attorney's Office Seminar on Child Death  
"Investigating the Child Death Crime Scene Homicide and Natural Deaths"

**Contact Information**

Joseph Pietropaolo, P.I.  
**Blue Tiger Investigations President**  
44 Saint Andrews Ct.  
Palm Coast, FL 32137  
Office: 386-627-8039  
Cell: 914-384-6448  
Email: **bluetiger440631@att.net**



**Community Development District**

***BOARD CANDIDATE QUESTIONNAIRE***

Please complete the following questionnaire and return it **with a copy of your resume** to [jleger@vestapropertyservices.com](mailto:jleger@vestapropertyservices.com) no later than 5:00 PM on Friday, April 3<sup>rd</sup>, 2026.

1. How long have you lived in Grand Haven?    six years \_\_\_\_\_

2. What activities or programs have you been involved with or are currently involved with at Grand Haven?    Bocce, the pool and the gym \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. What would you do to ensure you represent the total community and not just a small group which shares your interests or concerns?    Listen to all residents' concerns and travel around the community talking to people.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. What past experience have you had serving on boards such as a Homeowners Association, Community Development District, etc.?    I served on the Police Benevolent union board in the Yonkers Police Dept for ten years.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- If you served prior and resigned from the Grand Haven Community Development District Board of Supervisors, what was the reason for your resignation? \_\_\_\_\_ This would be the first time serving.

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- How many Board of Supervisors meetings or workshops have you attended during the past year? \_\_\_\_\_ I have attended three.

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5. What is the greatest challenge faced at Grand Haven and what should be done about it? \_\_\_\_\_ There are many challenges facing the board: The care of our beautiful oaks, the sidewalks, the pergola, the maintenance of the gyms, pools and park areas. I would try to consult with the residents and get their input more than just at the meetings as many do not attend and I would closely monitor all projects for completion.

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6. What do you believe are the most important things that the Board of Supervisors should do? \_\_\_\_\_ Communicate with the residents.

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7. What are your top reasons for wanting to be appointed to the Board of Supervisors? \_\_\_\_\_ I would like to take an active role in the governing of our community.

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8. What is the one issue you would want to work on to be an effective Board member?

\_\_\_I would like to see a meeting with no residents' complaints or comments.

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# EXHIBIT 7

Michael Flanagan  
10 Point Doral Court • (630) 802 4388 • [MJFlanagan750@Gmail.com](mailto:MJFlanagan750@Gmail.com)

## Work History

- Teacher
  - I have had an exciting diverse career which began with teaching at the age of 19 for Northern Illinois University, expanded teaching while an undergraduate to community college, upon graduation rose to become department chair in suburban Chicago school district.
- Business
  - Upon leaving teaching I had my own business as general contractor for home remodeling in greater Chicago area. This enabled me to use my experience in design, trades, contracts and delivery.
  - Prospered in the high-tech field for 40 years.
    - Operations Management Cloud Applications
      - VP USA
      - ✓ Solution for Enterprise company departments tracking maintenance ticketing, dispatching, repairs – time – costs.
    - SAP
      - Innovative Solutions Client Partner
      - ✓ Application definition, development, and support to business and IT leaders enhancing software and net new functionality across all lines of SAP mobile, cloud, and on-premises products.
      - Mobile Sales Director
      - ✓ Developed net new market for enterprise solutions of software and services enabling any device to connect to cloud and on-premises applications.
    - Cisco
      - Senior Manager
      - ✓ Managed top 25 customers defining process optimization leveraging cloud, unified communications, mobile, and video solutions. Built and led matrix organization of consulting, business development, and program management teams
    - Microsoft
      - Windows Mobile, Senior Manager
      - ✓ Increased revenue through creation and deployment of global sales, marketing, and development programs for system integration, hardware, and software partners targeting business and consumer purchasers.
    - Hewlett-Packard
      - North America Mobile Solution Director
      - ✓ Developed new revenue streams from enterprises and medium businesses sales of wireless and mobile services, software, and hardware. Built and lead global team of business development and partner managers in a matrix sales/marketing organization.

- Global Practice Principal
- ✓ Global lead of sales and delivery teams in SaaS/cloud, networking, mobile, unified communications, and business strategy consulting.
- CTO of global SaaS/cloud and mobile solutions.
- Community
  - Member of community boards and panels developing and executing small business marketing programs to attract and retain businesses.
  - Produced and delivered holiday programs that embodied our ethos of community family and fun drawing people from as far as 60 miles away generating increased revenue for all shops, restaurants, and bars.
  - Teamed with Superintendent of Education to reduce impact from new developments on teacher/student ratios, education quality, school costs, and community reputation which influence housing costs.
  - Built and remodeled homes with various charity organizations for people in need.



## Community Development District

### ***BOARD CANDIDATE QUESTIONNAIRE***

Please complete the following questionnaire and return it **with a copy of your resume** to [jleger@vestapropertyservices.com](mailto:jleger@vestapropertyservices.com) no later than 5:00 PM on Friday, April 3<sup>rd</sup>, 2026.

- How long have you lived in Grand Haven? 6 years. \_\_\_\_\_
- What activities or programs have you been involved with or are currently involved with at Grand Haven?
  - Creating materials for the Grand Haven Women's Club (Club) to publicize Sponsors and Contributors driving clicks and contacts to these companies resulting in greater opportunities for obtaining new customers and reasons for continuing as a sponsor for the Club.
  - Neighborhood Watch Captain informing community of neighbors about programs to promote safety in the community, procedures and actions to follow and complete for reporting events to the Sherriff for action, general Grand Haven information and where to find specifics for CDD and HOA rules – policies – findings – reports.
  - Lead for Tuesday tennis group scheduling individuals, establishing teams for each week, promoting comradery and exercise.
- What would you do to ensure you represent the total community and not just a small group which shares your interests or concerns?
  - I am committed to continuing to being present and approachable to all members of our community. By actively engaging with and listening to the concerns and needs of community members, I believe I can effectively represent interests. This approach will empower me to make informed decisions that safeguard our community, ensure its well-being, and guide responsible financial choices.

- Will work closely with Board Members, following all Sunshine Rules, to ensure we fully understand the community's questions and concerns. By fostering open dialogue and actively seeking feedback, we aim to build trust and transparency throughout the decision-making process. By doing so, we can then provide timely, concise, relevant, and easily understandable communications that address the needs and interests of all stakeholders.
  
- What past experience have you had serving on boards such as a Homeowners Association, Community Development District, etc.?
  - I was a Grand Haven CDD Supervisor for 3 three years.
  - If you served prior and resigned from the Grand Haven Community Development District Board of Supervisors, what was the reason for your resignation?
    - It was time for me to step back and gain a greater understanding of the dynamics which drive the Board. In my years away I have gained insight and knowledge which will allow me to better serve our community and work within the Board's charter. I am eager to bring a fresh perspective, drawing from both past experiences and new learnings, to help guide our collective efforts. With renewed commitment, I look forward to collaborating with fellow members to achieve our shared goals and uphold the integrity of the Board's mission.
  - How many Board of Supervisors meetings or workshops have you attended during the past year?
    - 6 total workshops and meetings.
    - 2 Community information sessions,
  
- What is the greatest challenge faced at Grand Haven and what should be done about it?
  - The challenge is maintaining our community to the level residents encountered when they visited and bought in Grand Haven. This challenges the Board to keep our community viable and appealing while holding fees to a reasonable level. The Board must grapple with aging infrastructure, increasing costs for keeping Grand Haven safe - visually appealing - and providing services that maintain our community and deliver a positive amenity experience. This does not diminish the challenge to providing clear relevant communications which continues to be a resident demand.

- What do you believe are the most important things that the Board of Supervisors should do?
  - Have strong roots in the community and an understanding of state rules/laws Grand Haven must abide by.
  - Have a working knowledge of our infrastructure, major contracts, employee responsibilities and measurement criteria.
  - Respect each Board member's right to present their views and disagree with others without denigrating their position on plans, projects, rules, and procedures,
  - Engage with the residents. We are voted in to represent everyone in the community. I think each Board member should have a 1.5 hour time slot where the conference room is held for them to meet with members of the community.
  
- What are your top reasons for wanting to be appointed to the Board of Supervisors?
  - Be part of the team that works diligently to ensure our community remains vibrant, well-maintained, and inviting to both current residents and prospective home buyers. Join in sustaining Grand Haven as a place where everyone feels at home and proud to belong.
  - Collaborate with the Board to define the strategic direction and framework for the District Manager regarding:
    - i. The development of policies and procedures related to maintenance operations. This should include clear guidelines for how maintenance tasks are scheduled, identified, dispatched, and tracked to ensure efficiency and accountability throughout the process.
    - ii. Establishing comprehensive selection criteria for contractors, as well as robust management practices to oversee their performance and compliance with district standards.
  
- What is the one issue you would want to work on to be an effective Board member?
  - Bullet two in the above question.

# EXHIBIT 8

Richard J Fernicola  
4 Blue Oak Lane  
Palm Coast, Fl. 32137  
Email: rjfsr428@gmail (C) 973-769-6936

**EDUCATION:** Rutgers University  
Certified Public Works Manager

Cooks College / Rutgers University  
Certified Recycling Coordinator/ Certified Compost Operator

Institute for Occupational Safety and Health  
OSHA Competent Person in Excavation Certification

**LICENSED:** License Number M-0407 for the State of New Jersey Department of Community Affairs Certified Public Works Management  
Certified Recycling Coordinator and Sustainability Coordinator. NRC in all 50 States  
New Jersey Land Use and Planning Board Member Compliance Certified 2003 to 2018  
Office of Emergency Management & FEMA ISO 7000 Certified.

**AFFILIATIONS:**

Chairman of Essex County Solid Waste Advisory Committee	2009 to 2012
Essex County SWAC and Recycling Coordinator Advisory Board	1995 to 2012
Member of the New Jersey Public Works Association	1995 to Present
Member of Association of New Jersey Recyclers	1996 to Present
Member New Jersey Shade Tree Federation	1996 to Present
Member East Hanover Land Use & Planning Board	2003 to 2018

**EXPERIENCE:**

**TOWN OF MORRISTOWN** 2012 to May 1, 2019  
Superintendent of Public Works and Recycling

- Day to Day operations of entire Department of Public Works including Roads, Storm Sewers, Buildings, Pools, Parks and Grounds as well as all Storm Related Emergencies, Disasters, and OEM Management including FEMA compliance.
- Prepare Operating and Capital Budgets for Department. Accountable for a \$6.9 Million Dollar annual daily operating budget. Capital Budget Purchasing and Bid Process expenditures on all equipment related to the Department including purchasing and disposal.
- Employee Daily Management including all aspects of formal Training, CDL Driver Training, Discipline, and Union Issues including Grievances and Personal Policies and Procedures including Policy writing.
- Implement all new Policies and Procedures within NJ State Compliance, PEOSH Regulations, OSHA Complaints as for Municipal Employees and Civil Service regulations.
- Manage all aspect of Road Opening and Curb & Sidewalk permitting including Municipal Code Enforcement, Land Use Code and Right A Way compliance.

Richard J Fernicola  
4 Blue Oak Lane  
Palm Coast, FL. 32137  
Email: [rjfsr428@gmail.com](mailto:rjfsr428@gmail.com) (C) 973-769-6936

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**TOWNSHIP OF SOUTH ORANGE VILLAGE** 1999 to 2012  
Recycling Coordinator and Supervisor Roads and Sewers South Orange, NJ

- Supervise all day-to-day operations of Public Works Department including overtime emergencies
- Prepare and assist the Director with Capitol budget and Operating budgets
- Prepare Bid Specifications for Trucks, Equipment or Public Works Department purchases
- Responsible for curb and sidewalk inspections and mark outs
- Right a way management for Municipal easements and related complaints with residents.
- File and track all Recycling Tonnage Grants, comply with all necessary A-901 DEP permitting for trash hauling. Compost management programs DEP compliance
- Implement all PEOSHA Rules and Regulations for Public Works Operation
- Wrote and maintain all programs for PEOSHA compliance
- Maintain all Personal files, Driver logs, Work Schedules for Weekend Duties and Commercial
- Drivers Drug and Alcohol Programs and Civil Service issues
- Responsible for all vehicle maintenance programs

**TOWNSHIP OF SOUTH ORANGE VILLAGE** 1995 to 1999  
Assistant Supervisor Roads, Sewers and Recycling Coordinator South Orange, NJ

- Assist to day-to-day operation of the Public Works including all phase of road repairs, sanitary and storm sewer maintenance and repairs also maintained vehicle repairs and emergency break downs assist with parks and pools opening and closing for seasonal usage.
- Operate all Village owned equipment and trained all operator in safety aspects of equipment DOT, Civil Service and PEOSHA regulations
- Trained Commercial Drivers for written and road test for Class A licenses and implemented the Drug and Alcohol programs for DOT compliance And Civil Service Testing
- Worked all weather-related emergency Trained Drivers how to plow and salt properly to maintain safe conditions

**TOWNSHIP OF SOUTH ORANGE VILLAGE** 1990 to 1995  
Heavy Equipment Operator South Orange, NJ

- Operator of all village owned equipment
- Supervise crew of up to 20 truck driver and laborers as assigned
- Responsible of maintenance and repairs of Roads, Sewers, Water Mains and Equipment on daily basis, repairs and welding as needed
- Handle compost, paper, glass, cardboard, metal, mixed office paper and aluminum recycling
- Trained crew to obtain CDL as wells train assistant operator and truck drivers on heavy equipment for civil service exams
- Union shop Stewart handling grievances and negotiations for contract settlements
- Building repairs and maintenance on Village properties.



## Community Development District

### ***BOARD CANDIDATE QUESTIONNAIRE***

Please complete the following questionnaire and return it **with a copy of your resume** to [jleger@vestapropertyservices.com](mailto:jleger@vestapropertyservices.com) no later than 5:00 PM on Friday, April 3<sup>rd</sup>, 2026.

1. How long have you lived in Grand Haven?  
7 Years 4 Months.
2. What activities or programs have you been involved with or are currently involved with at Grand Haven?  
Social Membership Golf Club 2 years till Covid. Attended Wild Oaks Dinners at Club. Private events at Amenities Center. Bocci League Player since league started.
3. What would you do to ensure you represent the total community and not just a small group which shares your interests or concerns?  
I have 35 years as a leader in the Department of Public Works for 2 Municipalities which I was responsible to insure all the Towns best interest not just a specific group or area. Therefore, depending on the overall residents' concerns, I was able to handle all issues to ensure the best outcome for the entire community in general.
4. What past experience have you had serving on boards such as a Homeowners Association, Community Development District, etc.?  
I served on a Land Use and Planning Board for a municipality for 15 years before retiring. I believe my diverse experience of 30 plus years as a managing municipal employee working closely with various communities to ensure community standards were meet would be a great asset for Grand Haven.

- If you served prior and resigned from the Grand Haven Community Development District Board of Supervisors, what was the reason for your resignation?

N/A

- How many Board of Supervisors meetings or workshops have you attended during the past year?

None in the Past Year

5. What is the greatest challenge faced at Grand Haven and what should be done about it?

Time always takes a toll on all aspect of construction and properties over the years and working on maintenance is critical to Grand Haven 's growth and prosperity.

6. What do you believe are the most important things that the Board of Supervisors should do?

Work closely with residents to resolve issues in a timely manner and maintain the integrity of all the Grand Haven Properties and facilities.

7. What are your top reasons for wanting to be appointed to the Board of Supervisors?

My extensive knowledge of all aspect of a Towns operations and facilities I feel that I would be an asset to our community as well as my experience in the Office of Emergency Management as a FEMA ISO 7000 certificate holder.

8. What is the one issue you would want to work on to be an effective Board member?

Overall operation of the community to ensure good growth in the future being a place in Palm Coast like no other. Making people feel like you entered into a paradise when you drive into our communities so people would be looking to reside here in Grand Haven.

# EXHIBIT 9

# RICHARD F. MAYOR

158 Willow Oak Way, Palm Coast, Florida 32137

Page 1 of 2

(908) 872-1706

Richard.F.Mayor@gmail.com

## SUMMARY

IT professional with over 40 years of experience in infrastructure, applications project management, and portfolio oversight. Demonstrated expertise in managing global, complex, large-scale, multimillion-dollar, and mission-critical projects. Provided strategic leadership in the development of a decade-long infrastructure outsourcing initiative. Possesses substantial experience in mergers, vendor management—including contract negotiation, vendor performance evaluation—and collaboration with senior executives from both client and vendor organizations. Successfully led a global, cross-divisional, multimillion-dollar SAP IT finance project. Founded and managed a Project Management Office (PMO) for an IT Finance portfolio. Experienced in running IT GxP Quality projects and leading IT SOX audits for business-critical applications.

## ACHIEVEMENT HIGHLIGHTS

- Served as a member of the GH MA ADC committee.
- Participated on the GH CDD Budget Fact-Finding Team.
- Contributed to the GH CDD Communication Team.
- Played an integral role in the GH CDD Stormwater Oak Tree Infrastructure Initiative.
  
- Developed processes to effectively manage an IT portfolio exceeding \$250 million, with ROI focus.
- Held a key leadership position during the Aventis merger, including the global IBM outsourcing contract.
- Managed vendor contracts, processes, and performance metrics, including KPIs.
- Led an initiative to establish a PMO at Merck through proactive engagement and education of senior management.
- Streamlined closing schedules and reduced expense projections by \$300,000 per month.
- Built and secured approval for a business case supporting a \$5 million, two-year SAP Finance project.
- Led SOX IT Audit team for Merck’s inaugural Sarbanes-Oxley effort including 20+ global IT Finance applications.

## PERSONAL EXPERIENCE

### **Participant on the CDD Communication Team**

**2025 - current**

Member of the Grand Haven CDD Communication team, offering IT expertise and input on communications initiatives.

### **Grand Haven CDD Budget Fact Finding Team**

**2025 & 2026**

Served on the Grand Haven CDD budget fact-finding team, reviewing the CDD budget and reporting findings to the board. Shared insights from IT and corporate portfolio management experience.

### **Grand Haven Architectural Design Committee (GH ADC)**

**2024 & 2025**

Served on the Grand Haven Architectural Design Committee under the Grand Haven Master Association. Attended bi-monthly meetings and conducted site visits to gather information for residents’ application reviews regarding standards compliance.

### **Various Bridgewater Township Initiatives**

**1983 - 2019**

I resided in Bridgewater Township, where I raised two children and actively contributed to significant school board initiatives regarding the establishment of a new high school. Additionally, I participated in Planning Board activities, including efforts to achieve Mount Laurel II compliance related to high-density housing.

# RICHARD F. MAYOR

Page 2 of 2

(908) 872-1706

Richard.F.Mayor@gmail.com

## PROFESSIONAL EXPERIENCE

**Johnson and Johnson, Global Portfolio Services, Portfolio Management** **2013-2024**

PMO Manager responsible for supporting and working with the CTO and divisional VPs on establishing and running the 250\_ million-dollar Infrastructure Investment Portfolio.

**Johnson and Johnson, Global Portfolio Services, Program/Project Manager** **2011-2013**

Responsible for supporting the Worldwide Information Security organization in their efforts to protect the Johnson and Johnson IT environment. Primarily working on the Cyber Re-Engineered Protection, CPR, Program and the Client Application Protection, CAP, project. CAP is a project to secure ~145k windows machines through the deployment of a security agent and Global Policy Objects, activated through AD groups.

**Johnson and Johnson, Global Portfolio Services** **2010-2011**

Project Manager for IT Shared Services for North America, Consumer, Corporate, ITS and covering Business Critical Applications for the Hardware Lifecycle Management Transformation Strategic Initiative.

**Johnson and Johnson, Global Program Management, Consultant** **2008-2010**

Program Manager leading the IT Global SAP Finance SIP, Service Improvement Program. Responsible for transforming the struggling initiative in assessing the poor performing SAP Platform. Work involved

**Schering Plough, Process Planning Office, -Consultant** **2006-2008**

Drove IT initiatives for validated Labware & Nugenesis implementations, governed by FDA, CFR 21 Part 11. Managed implementation of Sales Force Automation & Sample Management Systems projects.

**Merck & Co., Inc., Whitehouse Station, NJ, Program/Project Manager** **2001-2006**

Led an initiative to create a PMO for senior management in support of a \$20-million-dollar IT Finance portfolio, focusing on project ROIs. Managed vendors through standard score cards using SLAs, TOs, Statements of Work, and contact terms

**Chubb Insurance, Warren, NJ, e-Business Manager** **2000-2001**

Responsible for extranet applications, partnering w/senior business leaders to evaluate new opportunities.

**Aventis, Bridgewater, NJ (formerly Hoechst Marion Roussel, Hoechst)** **1985-2000**

Key leadership roles in the creation of Aventis billion-dollar global IBM outsourcing contract. Key member of the Global Merger Task Force charged with application and infrastructure decisions for the merged company. Manage multimillion dollar IBM outsourcing contract for US and responsible for a 4-million-dollar budget, with a Designation of Authority for \$50k.

**Applied Data Research (1980-1985)** Designed, developed and coded Finance & Performance code in assembler.

## EDUCATION/PROFESSIONAL DEVELOPMENT

- MSIS / MBA classes at Steven's Institute of Technology
- B.A. Rutgers College, Computer Science Major with a minor in Economics
- Project Management Certification-AMA
- SAP Certificates-SAP America Inc.: FI/Mgmt; FI/Config; FI/Closing Process, SAP Financial Jump Start
- Education in UNIX, Java, DBs, SQL, XML, VB, Cognos, Lotus Notes, Mainframe OS and Doc Mgt

**MILITARY:** US Army, Mobile Artillery Unit, Staff Sergeant, Honorably Discharged



**Community Development District**  
***BOARD CANDIDATE QUESTIONNAIRE***

Please complete the following questionnaire and return it **with a copy of your resume** to [jleger@vestapropertyservices.com](mailto:jleger@vestapropertyservices.com) no later than 5:00 PM on Friday, April 3<sup>rd</sup>, 2026.

1. How long have you lived in Grand Haven?
  - **March 2019.**
  
2. What activities or programs have you been involved with or are currently involved with at Grand Haven?
  - **Member of GH MA ADC from 2024 to 2025.**
  - **Member of the CDD Budget fact finding team from 2025 to 2026.**
  - **Contributor to the CDD Communications team from 2025 to current.**
  
3. What would you do to ensure you represent the total community and not just a small group which shares your interests or concerns?
  - **To effectively represent all residents in the community, I would actively solicit input from every individual, including those whose voices may not be as prominent, to ensure the true majority is reflected. This process could involve organizing town halls, hold informational sessions, or engage directly with residents to gather their perspectives. It is essential to prioritize the interests of the community over personal viewpoints. While personal opinions are valid as a resident, the responsibility lies in representing the collective will of the majority.**
  
4. What past experience have you had serving on boards such as a Homeowners Association, Community Development District, etc.?
  - **Served on the CDD Budget Fact Finding team. This involved reviewing policies, procedures, budgets and financial analysis.**
  - **Served on the CDD Communications Team. This involved providing guidance and expert opinion on IT related issues.**

- **Participated in Planning Board and Town Council meetings for over 30 years, helping guide infrastructure growth from rural to a vibrant community with major commercial additions.**
  - **Served on a committee evaluating whether to rebuild or relocate the high school.**
  
  - If you served prior and resigned from the Grand Haven Community Development District Board of Supervisors, what was the reason for your resignation?
    - **N/A**
  
  - How many Board of Supervisors meetings or workshops have you attended during the past year?
    - **All except two.**
5. What is the greatest challenge faced at Grand Haven and what should be done about it?
- **GH's main challenge is low resident awareness and engagement in CDD activities. Increased town halls, info sessions, lunch-and-learns, and transparent communication could address this.**
6. What do you believe are the most important things that the Board of Supervisors should do?
- **The CDD should focus on transparency, listening to residents, and maintaining fiscal responsibility.**
7. What are your top reasons for wanting to be appointed to the Board of Supervisors?
- **My main reasons for seeking an appointment to the CDD are to apply my business and corporate experience, utilize my technology background, maintain transparency, listen to the community, and ensure fiscal responsibility.**
8. What is the one issue you would want to work on to be an effective Board member?
- **My focus is using technology to reduce assessments, deliver real-time data for informed decisions, and ensure transparency on GH matters like finances and amenities.**

# EXHIBIT 10

# OATH OF OFFICE

(Art. II, § 5(b), Fla. Const.)

STATE OF FLORIDA

County of \_\_\_\_\_

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

\_\_\_\_\_  
(Full Name of Office – Abbreviations Not Accepted)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words “so help me God.” See § 92.52, Fla. Stat.]

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

**(Affix Seal Below)**

Sworn to and subscribed before me by means of \_\_\_\_ physical presence  
Or \_\_\_\_ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Signature of Officer Administering Oath or of Notary Public*

\_\_\_\_\_  
*Print, Type, or Stamp Commissioned Name of Notary Public*

Personally Known  or Produced Identification

Type of Identification Produced \_\_\_\_\_

## ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: Home  Office

\_\_\_\_\_  
Street or Post Office Box

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature

**GRAND HAVEN  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
OATH OF OFFICE**

I, \_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

\_\_\_\_\_  
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing oath was administered before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of \_\_\_\_\_ Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_

# EXHIBIT 11

***Grand Haven***  
**A Community Development District**

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NEW SUPERVISOR INFORMATION SHEET

Please return completed forms to  
Vesta District Services  
Records Management  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
Phone: 321-263-0132, EXT-193  
District Manager: David McInnes

1) Name: \_\_\_\_\_

2) Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3) County of Residence \_\_\_\_\_

4) Phone or Cell \_\_\_\_\_

5) Email Address \_\_\_\_\_

6) Waive OR Accept Compensation of Statutorily Allowed \$200 per Meeting  
\_\_\_\_\_. If you have elected to receive compensation  
then please forward the attached payroll forms along with the New Supervisor  
Information Sheet.

**Payroll Information**

1) Date of Birth: \_\_\_\_\_

2) Drivers License Number: \_\_\_\_\_

# EXHIBIT 12

# FLORIDA COMMISSION ON ETHICS



GUIDE  
to the  
SUNSHINE AMENDMENT  
and  
CODE of ETHICS  
for Public Officers and Employees

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**2025**

State of Florida  
COMMISSION ON ETHICS

**Luis M. Fusté, *Chair***  
Coral Gables

**Tina Descovich, *Vice Chair***  
Indialantic

**Paul D. Bain**  
Tampa

**Dr. James Bush, III**  
Miami

**Freddie Figgers**  
Fort Lauderdale

**Laird A. Lile**  
Naples

**Ashley Lukis**  
Tallahassee

**Linda Stewart**  
Orlando

**Kerrie Stillman**  
*Executive Director*  
P.O. Drawer 15709  
Tallahassee, FL 32317-5709  
[www.ethics.state.fl.us](http://www.ethics.state.fl.us)  
(850) 488-7864\*

\*Please direct all requests for information to this number.

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## **I. HISTORY OF FLORIDA'S ETHICS LAWS**

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

## **II. ROLE OF THE COMMISSION ON ETHICS**

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

## **III. THE ETHICS LAWS**

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission

on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

## **A. PROHIBITED ACTIONS OR CONDUCT**

### *1. Solicitation and Acceptance of Gifts*

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec.112.3148, Fla. Stat.]

**However**, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of

the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. *Unauthorized Compensation*

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. *Misuse of Public Position*

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. *Abuse of Public Position*

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. *Disclosure or Use of Certain Information*

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

**B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

1. *Doing Business With One's Agency*

- a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or

services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

- b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

- a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]
- b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]
- c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions*—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- a) When the business is rotated among all qualified suppliers in a city or county.
- b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter

the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
- d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
- f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
- h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
- j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of

the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

**C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES**

1. *Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. *Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

**D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS**

1. *Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

## 2. *Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- b) serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

**E. VOTING CONFLICTS OF INTEREST**

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

## **F. DISCLOSURES**

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. *FORM 1 - Limited Financial Disclosure*

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is

for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other

political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 5) Members of governing boards of charter schools operated by a city or other public entity.
- 6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES for elected local office must file FORM 1 or a verification of filing in EFDMS together with and at the same time they file their qualifying papers. Candidates for City Council or Mayor must file a Form 6 or a verification of filing in EFDMS.<sup>1</sup>

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<sup>1</sup> During the pendency of ongoing litigation, the Commission on Ethics is enjoined from enforcing the Form 6 requirement for mayors and elected members of municipal governing bodies, and they will have to file a CE Form 1 ("Statement of Financial Interest").

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name or organization on the Commission's website.

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the

issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

#### When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

#### Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

#### 4. *FORM 6 - Full and Public Disclosure*

#### Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of a city council and candidates for these offices<sup>2</sup>; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

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<sup>2</sup> During the pendency of ongoing litigation, the Commission on Ethics is enjoined from enforcing the Form 6 requirement for mayors and elected members of municipal governing bodies, and they will have to file a CE Form 1 ("Statement of Financial Interest").

## What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

## When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name and organization on the Commission's website.

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

### 5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

### 6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics no later than the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more

than \$100, other than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. *FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses*

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. *FORM 30 - Donor's Quarterly Gift Disclosure*

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

#### **IV. AVAILABILITY OF FORMS**

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors<sup>3</sup>, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

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<sup>3</sup> During the pendency of ongoing litigation, the Commission on Ethics is enjoined from enforcing the Form 6 requirement for mayors and elected members of municipal governing bodies, and they will have to file a CE Form 1 ("Statement of Financial Interest").

## V. PENALTIES

### A. *Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics*

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$20,000<sup>4</sup>, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

### B. *Penalties for Candidates*

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$20,000\*, and triple the value of a gift received from a political committee.

### C. *Penalties for Former Officers and Employees*

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$20,000\*, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

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<sup>4</sup> Conduct occurring prior to May 11, 2023, is subject to a recommended civil penalty of up to \$10,000. [Ch. 2023-49, Laws of Florida]

*D. Penalties for Lobbyists and Others*

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

*E. Felony Convictions: Forfeiture of Retirement Benefits*

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

*F. Automatic Penalties for Failure to File Annual Disclosure*

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

The Commission must undertake an investigation of a public officer or employee who accrues the \$1,500 maximum fine and currently holds their filing position to determine if the failure to file was willful. If the Commission finds a willful failure to file, the only penalty that can be recommended, by law, is removal from office.

## **VI. ADVISORY OPINIONS**

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

### *A. Who Can Request an Opinion*

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

### *B. How to Request an Opinion*

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

### *C. How to Obtain Published Opinions*

All of the Commission's opinions are available for viewing or download at its website:  
[www.ethics.state.fl.us](http://www.ethics.state.fl.us).

## VII. COMPLAINTS

### A. *Citizen Involvement*

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

As of June 21, 2024, the Commission on Ethics may only investigate complaints that are "based upon personal knowledge or information other than hearsay."<sup>5</sup> In compliance with the new law, ethics complaints that are not "based upon personal knowledge or information other than hearsay" cannot be investigated and will be dismissed.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at [www.ethics.state.fl.us](http://www.ethics.state.fl.us). The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us), or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

### B. *Referrals*

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

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<sup>5</sup> Ch. 24-253, § 6, Laws of Fla. (codified at § 112.324(1)(a), Fla. Stat. (2024)).

C. *Confidentiality*

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. *How the Complaint Process Works*

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that

there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

*E. Dismissal of Complaints At Any Stage of Disposition*

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

*F. Statute of Limitations*

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a

complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

## VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at [www.floridalobbyist.gov](http://www.floridalobbyist.gov). Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration  
Room G-68, Claude Pepper Building  
111 W. Madison Street  
Tallahassee, FL 32399-1425  
Phone: 850/922-4990

## **IX. WHISTLE-BLOWER'S ACT**

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

## **X. ADDITIONAL INFORMATION**

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

## **XI. TRAINING**

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), commissioners of community development districts, and elected local officers of independent special districts are required to receive a total of four hours training, per calendar year, in the areas of ethics, public records, and open meetings. The Commission on Ethics does not track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

# EXHIBIT 13

# **GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS CODE OF CONDUCT**

## **IN PUBLIC ADVERTISED MEETINGS AND WORKSHOPS**

### **Use Formal Titles**

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

### **Practice Civility & Decorum in Discussions & Debate**

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

### **Honor the Role of the Chair in Maintaining Order**

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

### **Avoid Personal Comments that Could Offend Other Board Members**

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

### **Demonstrate Effective Problem-Solving Approaches**

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

## **BOARD CONDUCT WITH DISTRICT STAFF**

Governance of a District relies on the cooperative efforts of elected officials, who set policy, and District staff, who implement and administer the Board's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community. Grand Haven supervisors represent the entire resident community and work towards providing for the good of the entire community. They are supervisors at all times and do not conduct themselves in ways that may be in conflict with that representation outside of meetings.

### **Treat All Staff as Professionals**

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

### **Limit Contact to Specific District Staff**

Questions of District staff and/or requests for additional background information should be directed only to the District Manager or, following the procedures set forth herein, the Operations Manager or the Operations Supervisor. The District Manager should be copied on any request.

Board members may request information from the Operations Manager or Operations Supervisor in order to keep themselves informed on ongoing projects. Board Members shall limit such contact to requests for information and questions, but shall not seek during such contact to provide direction or criticism to the staff member or to promote ideas or actions which are inconsistent with direction that the Board has given at a public meeting. Board members who desire to make contact with the Operations Manager or Operations Supervisor as described in this paragraph shall initially reach out by email and provide a summary of the information requested or questions involved. Board members shall not show up unannounced seeking to meet with the Operations Manager or Operations Supervisor and shall allow a reasonable amount of time for a meeting to be scheduled, being mindful of their workload. A copy of each email contact shall be provided to the District Manager for purposes of monitoring for excessive demands and maintaining required public records.

If the Operations Manager or Operations Supervisor express concern that the requests involved should come from the full Board of Supervisors or that the request will occupy too much time or resources, the Board member involved shall refer the matter to the District Manager for further clarification. Outside of the Operations Manager or Operations Supervisor, Board members shall not make specific requests for information or to meet with District staff except as directed by the full Board. When in doubt about what staff contact is appropriate, Board Members should ask the District Manager for direction. Materials supplied to Board Members in response to a request will be made available to all members of the Board so that all have equal access to information.

### **Do Not Disrupt District Staff from Their Job**

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

**Never Publicly Criticize an Individual Employee**

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

**Do Not Get Involved in Administrative Functions**

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

**Check with District Staff on Correspondence Before Taking Action**

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

**Except as provide for in this Code, do Not Attend Meetings with District Staff Unless Requested by Staff and approved by the Board.**

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

**Limit Requests for Staff Support**

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

**Do Not Solicit Political Support from Staff**

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

**No Social Media Postings**

Board Members shall not use social media platforms to communicate their positions on matters that are pending business before the Board or which are likely to come before the Board at a future time.

Executed this \_\_\_ day of January, 2025

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**KEVIN FOLEY**

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**JOHN CHISM**

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**DR. MERRILL STASS-ISERN**

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**NEW SUPERVISOR**

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**NEW SUPERVISOR**

# EXHIBIT 14

**RESOLUTION 2026-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Grand Haven Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

**SECTION 1.** \_\_\_\_\_ is appointed Chairman.

**SECTION 2.** \_\_\_\_\_ is appointed Vice Chairman.

**SECTION 3.** Howard McGaffney is appointed Secretary.  
\_\_\_\_\_ is appointed Assistant Secretary.  
\_\_\_\_\_ is appointed Assistant Secretary.  
\_\_\_\_\_ is appointed Assistant Secretary.  
Jacquelyn Leger is appointed Assistant Secretary.  
Johanna Lee is appointed Treasurer.  
Patricia Kehr is appointed Assistant Treasurer.  
Scott Smith is appointed Assistant Treasurer.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of April, 2026.

ATTEST:

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of Supervisors

# EXHIBIT 15

**From:** [Nancy Crouch](#)  
**To:** [David C. McInnes](#)  
**Cc:** [Howard McGaffney](#)  
**Subject:** Resignation  
**Date:** Thursday, March 26, 2026 10:16:34 AM

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David, please share with the other Supervisors. Thank you.

Dear Supervisors, it is with great remorse that I find myself not able to fulfill my obligations on the CDD and must resign effective immediately.

My health has been an issue for months now and following major surgery in January, chemo treatments to date have not gone well. I was just informed that my immune system is at a critical low where I have to have daily injections following a treatment. I'm advised by my medical team to wear a mask when in public and try not to engage in group activities. This will go on until the end of May, then a series of monthly infusions for a year. I share this personal information because it is the only reason I would resign from such an important role.

I have never quit anything I have committed to so this is hitting me hard, but in fairness to the community, I feel it is the best option moving forward.

Respectfully,  
Nancy Crouch

# EXHIBIT 16



Monthly Amenity Update

*Date of report* 4/7/2026

*Submitted by:* John Lucansky

**CDD Meeting Action Items:**

- Stopping the riding of bikes on walkways at Amenity centers
  - Bike rack is being moved behind the flagpole
  
- Working closely with Mac and Vanessa on the 2027 CIP on amenity items
  
- Parking shuttle
  - Service on 1/28, Trivia night
    - 4 people used it
  
  - Service on the 18<sup>th</sup>, Trivia and Bocce night
    - 8 people used it
  
  - Service on 4/2, Trivia and Bocce night towards the golf course
    - 8 people used the service
    - cones were placed along the curb on River Front Dr from the stop sign extending back towards golf course parking lot

Date	Cost	Usage	Cost per person
1/28/2026	263.53 (transit wagon)	4	\$65.88
3/18/2026	284.34 (transit van)4/2	8	\$35.54
4/2/2026	\$251.24 (mini van)	8	\$31.40

**Recommendation**

Stop using the shuttle service due to the cost per person to use the shuttle service averages \$44.00, pending CDD board determination.

## **March Events:**

- GHWC book sale Friday 6<sup>th</sup> and Saturday 7<sup>th</sup>
- Bunko group had game night and dinner on Tuesday 10<sup>th</sup>
- CERT met on Wednesday the 11<sup>th</sup>
- Haven Family Fund Health Fair was held on Thursday 12<sup>th</sup>
  
- Mustang club met Monday 16<sup>th</sup>
- Photography group met Monday 16<sup>th</sup> afternoon
  
- Trivia held Wednesday 18<sup>th</sup> 140 attending
- Karaoke at the Village Center Saturday 21<sup>st</sup>
- Resident game night was held on Monday 23<sup>rd</sup> evening in GH room including dinner
  
- Bingo on Tuesday 24<sup>th</sup>
- Prime rib dinner on Wednesday 25<sup>th</sup>
- GWC get together held on Thursday in GH, appetizers and wine served 26<sup>th</sup>
- Tennis dinner was held Tuesday 31<sup>st</sup>. 32 attended
- Additional Trivia night was held Thursday 2<sup>nd</sup>. 85 attended
- Easter event at Village Center lawn Saturday 4<sup>th</sup>. 12:00
  - Event was a huge success with over 150 kids attending
  - Easter bunny appearance 11:30 -1:00
  - Mr, Softy ice cream truck 12:00-3:00pm
  - Face painting 11:30-1:30
  - Special burger and chicken tender basket offered 11:00-4:00pm
  - Eater egg hunt 12:30
  - Marshmallow peeps give away 1:00

## Café Breakfast results for 4 weeks

Mar-26		Breakfast	Wages (-\$150)	food cost (30%)	Profit/Loss
		8-11am	1, 1/2 cook	P/L	
		Sales	2 servers		
1	c				
2		\$78.00	-\$232.56	-\$27.30	-\$181.86
3		\$54.00	-\$232.56	-\$14.70	-\$193.26
4		\$130.50	-\$232.56	-\$24.75	-\$126.81
5		\$596.25	-\$232.56	-\$178.80	\$184.89
6		\$291.00	-\$232.56	-\$89.40	-\$30.96
7		\$888.00	-\$232.56	-\$266.40	\$389.04
8				c	
9		\$60.50	-\$197.04	-\$18.00	-\$154.54
10		\$99.00	-\$197.04	-\$29.70	-\$127.70
11		\$94.00	-\$197.04	-\$28.20	-\$131.24
12		\$91.00	-\$197.04	-\$27.30	-\$133.34
13		\$542.00	-\$197.04	-\$162.00	\$182.96
14		\$343.00	-\$197.04	-\$102.90	\$43.06
15				c	-\$320.80
16		\$89.00	-\$197.04	-\$27.00	-\$135.04
17		\$61.00	-\$197.04	-\$18.00	-\$154.04
18		\$163.00	-\$197.04	-\$49.00	-\$83.00
19		\$305.00	-\$197.04	-\$91.50	\$16.46
20		Closed	for breakfast		\$0.00
21		\$146.00	-\$197.04	-\$43.80	-\$94.84
22	c			c	-\$450.46
23		\$166.00	-\$197.04	-\$49.80	-\$80.84
24		\$110.00	-\$197.04	-\$33.00	-\$120.04
25		\$102.00	-\$197.04	-\$30.60	-\$227.64
26		\$132.25	-\$197.04	-\$39.70	-\$104.49
27		\$171.50	-\$197.04	-\$51.45	-\$76.99

28		\$248.00	-\$197.04	-\$74.40	-\$23.44
29	c			c	-\$633.44

**Net loss of \$1015.66**

Note:

We need to sell \$260 in meals to cover wages and food cost to break even.  
That's around 18, \$14 orders

**Amenities:**

- New cushions arrived for café outdoor seating
  - Very well received from residents

**Tiki Hut**

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

**Tennis Courts:**

- Tennis and pickleball play have increased due to the snowbirds being back and visiting family
- We are really fighting the leaves on tennis courts 6 and 7
- Clay was added to courts all courts
- Courts are currently rolled twice a month as needed.

**Pickleball:**

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

**Bocce:**

- Bocce season started on March 4th

- 175 participants
- Play is held on Wednesdays and Thursdays 3:00-7:30

**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 17

**GRAND HAVEN  
COMMUNITY DEVELOPMENT DISTRICT  
FY2025/2026 CAPITAL IMPROVEMENT PLAN PROJECT TRACKER  
04/08/2025**

Line	Description	Budgeted Cost	Variance (+/-)	Invoiced Amount	Final Cost	Comments/Notes	Completed
1	Gate & Gate Operator - Replacement	\$13,401		\$9,160		Second order received 03/31/2026	
2	Concrete Curb and Gutter Replacement	\$60,000		\$14,683		In progress by CDD staff	
3	Concrete Replacement	\$20,000		\$13,083		In progress by CDD staff	
4	Repairs Prior to Roadwork	\$75,000				Contractor to provide quote	
5	Firewise Projects	\$57,758		\$45,600		In progress under the direction of the District Horticulturist	
6	Road Repairs	\$33,502		\$1,688		One location repaired inside North gate	
7	Camera and DVR Replacement	\$12,061	\$1,489	\$13,550	\$13,550	Completed 03/13/2026	x
8	Storm Water Pipe Repairs & Replacements	\$200,000					
9	Pond Bank Erosion Issues	\$39,344	-\$9,744	\$29,600	\$29,600	Completed 02/17/2026	x
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		\$24,673		Substantially Completed – final installation pending	
14	Landscape Enhancements-Annual Reinvestment	\$59,703		\$44,810		In progress under the direction of the District Horticulturist	
15	Monument and Mailbox Replacements	\$25,000		\$16,801		Delivered on 3/26/26. Installation to be scheduled	
16	Trellis, PT Wood - Clubhouse (CAC)	\$10,775				Construction began 4/6/26 - project delayed due to weather.	
17	Street Signs and Poles, Replacement	\$10,000		\$4,627		First round completed 02/18/26. Requesting proposal for next order	
18	Shelter Fabric, Recover - (VC) Tennis Court	\$1,493		\$1,400		Order placed 03/04/2026 - installation estimated June 2026	
19	Roadway	\$145,600				Seeking proposals from multiple vendors	
20	Pavers, Interlocking - Front St Esplanade Entrances (3 t	\$60,001				Contract executed 04/08/26 - start date to be scheduled	
21	Meter/Breaker Box Repair & Replacement	\$23,000	-\$15,621	\$7,379	\$7,379	Completed 04/06/206	x
22	Tree Removal	\$84,000	-\$84,000	\$16,000		Tree removal completed 3/27/2026	
23	Pergola Reconstruction		\$171,592	\$163,012		Project completed 04/02/2026	x
24	Callboxes		\$49,364	\$49,364	\$49,364	Completed 11/04/25	x
25	Curb/Gutter Replacement (Cline)		\$45,573	\$45,573	\$45,573	Completed 11/10/25.	x
26							
27	<b>Totals:</b>	<b>\$1,035,027</b>	<b>\$158,635</b>	<b>\$502,785</b>	<b>\$147,249</b>		

# EXHIBIT 18

## Monthly Operations Report

**Prepared by:** Vanessa Stepniak, Operations Supervisor

**Submitted:** April 8th, 2026

### OVERVIEW

This month, Operations supported capital projects, completed preventative maintenance, and promoted operational efficiency. Field staff handled repairs and inspections, while office staff implemented new technology and processes. Coordination with the City of Palm Coast secured community as-built plans.

### 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
Cap	\$171,592	8/20/25	1/26/26	1/27/26	3/23/26	100%	\$163,012	04/02/26	\$179,023	\$7,431.39	Lighting amendment

### Pergola Reconstruction – Village Center

**Status:** Complete

**Overall Completion:** 100%

**Budget:** \$163,012 expended of \$171,592 approved

**Pending Payments:** Final 5% retainage per contract and \$7,431.39 for pergola lighting installation (per approved amendment)

### Project Summary:

Construction of the pergola was completed on 04/02/2026, and all required City of Palm Coast inspections have been successfully passed. A final walkthrough with the contractor and Field Maintenance Supervisor is scheduled for 04/08/2026. Following the walkthrough, the contractor will submit the final invoice for the remaining 5% retainage in accordance with the contract, along with an additional invoice in the amount of \$7,431.39 for the pergola lighting installation per the approved amendment.

## **Aerator Installations – Ponds 23 and 28**

**Status:** Substantially Completed – Final Installation Pending

**Budget:** \$24,673 expended of \$40,228 budgeted

**Installation Date:** Scheduled for 03/16/2026 (estimated 1 day to complete)

**Project Scope:** Installation of aeration systems in Pond 23 on Riverbend Drive and Pond 28 on N. Waterview Drive.

### **Project Summary:**

The contractor was onsite on 03/16/2026 and completed installation of both aeration systems. The aerator at Pond 28 is fully installed and operational. Following installation, staff elected to modify the aerator at Pond 23 from a 240V system to a 120V system to better align with operational preferences. The unit was returned for adjustment, and the contractor will complete the final installation upon receipt of the revised equipment.

### **Contractor Update / Next Steps:**

The contractor is coordinating the return and reinstallation of the revised unit for Pond 23. There will be no additional cost associated with this modification. A new installation date is pending.

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## **Creekside Trellis Replacement – Creekside Amenity Center**

**Status:** In Progress

**Approved Amount:** \$8,700

**Total Project Budget:** \$10,775

**Amount Paid to Date:** \$0

### **Project Scope:**

Labor and materials to demolish, remove, and replace the existing cedar trellis at the Creekside Amenity Center. The contractor will dispose of the existing structure and construct a new cedar trellis in its place.

### **Progress to Date:**

The contract has been fully executed, and the contractor mobilized onsite on 04/06/2026. The existing trellis has been removed, and materials for the new structure have been partially delivered. Due to ongoing weather conditions, work has been temporarily paused.

### **Next Steps:**

- Resume construction upon improvement of weather conditions
- Contractor to provide updated project schedule and anticipated completion date (original duration estimated at 7 days)
- Complete installation

## **Meter / Breaker Box Repair and Replacement – Community Common Areas**

**Status:** Completed

**Project Start Date:** 04/01/2026

**Project Completion Date:** 04/06/2026

**Approved Amount:** \$8,717

**Total Project Budget:** \$23,000

**Amount Paid to Date:** \$7,379

**Project Scope:**

Repair and replacement of electrical panels, meter boxes, and mounting posts at ten locations throughout community common areas. Each location required a different combination of improvements based on site conditions.

**Project Summary:**

The contractor began work on 04/01/2026 and completed all repairs and replacements on 04/06/2026.

**Contractor Update:**

The contractor submitted an invoice in the amount of \$7,379, which is below the approved contract amount. Cost savings were achieved through a reduction in materials required during installation.

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## **Tennis Court Canopy Fabric Replacement – Village Center**

**Status:** In Progress

**Total Project Budget:** \$1,493

**Amount Paid to Date:** \$1,400

**Project Scope:**

Replacement of the existing fabric on one of the canopies at the tennis courts.

**Progress to Date:**

The order for replacement fabric was placed on 03/04/2026.

**Next Steps:**

- Contractor to provide confirmed installation date (currently estimated for June 2026)
- Complete installation of new canopy fabric upon delivery and scheduling

## **Paver Repairs – Front Street Esplanade Entrances**

**Status:** Contract Executed – Scheduling Pending

**Approved Amount:** \$17,380

**Total Project Budget:** \$60,001

**Amount Paid to Date:** \$0

### **Project Scope:**

Removal and repair of displaced, raised, and sunken pavers at two locations: the south entrance to the esplanade from Front Street and the entrance from Front Street Park. Work includes removing affected pavers, cutting or grinding roots as needed, regrading, installation of new paver base, resetting existing pavers or installing new pavers where required, sanding joints, and installing a concrete footing. All repaired areas will be flush and match existing conditions.

### **Progress to Date:**

The contract was fully executed on 04/08/2026.

### **Next Steps:**

- Contractor to provide project schedule and anticipated start date
- Commence paver repairs at identified locations
- Complete installation in accordance with contract specifications

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## **Maintenance and Operational Highlights**

- Field staff are replacing the existing ceiling tiles in the Waterside Café with acoustic tiles. The work is anticipated to be completed by 04/10/2026.
- Relocation of bicycle racks at the Village Center is in progress: sod has been removed at the new location near the entrance, one bike rack and its concrete slab near the tot lot have been removed, and the previously removed sod has been installed in that location. Some existing concrete slabs will be repurposed for benches and picnic tables.
- Staff have been dedicating significant time to clearing storm drains in response to heavy rains.
- Some curbs and road areas have been repainted with reflective paint to improve visibility and safety.
- Staff are researching GIS software to implement a maintenance schedule for the stormwater system.
- The first official staff meeting under the new management structure was held. These meetings will occur every other month going forward.
- Management met with the landscaping company and horticulturist to discuss upcoming landscape projects.
- A new search function was added to the Grand Haven CDD website, allowing residents to search documents by keyword and locate relevant information quickly.

# EXHIBIT 19

## GRAND HAVEN MEETING ATTORNEY REPORT LIST (4/16/26)

### 1. Golf Course

We have reached agreement with the golf club on language for an interim agreement that covers liability, insurance and repair issues. It appears in the agenda for approval.

### 2. Vesta Management Agreement

The agenda contains an agreement with Vesta District Management for the reduced scope of work that will begin on October 1 or 30 days after the District provides notice.

### 3. Attorney Fee Tracker

March 2026 fees: \$10,865

**Over/Under Budget:      \$235 (year to date)**

# EXHIBIT 20

**FIRST AMENDMENT TO DISTRICT MANAGEMENT SERVICES AGREEMENT  
BETWEEN DISTRICT AND MANAGEMENT COMPANY**

**THIS FIRST AMENDMENT** (“First Amendment”) is entered into by and between **GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the "District") and **DPFG MANAGEMENT & CONSULTING, LLC D/B/A VESTA DISTRICT SERVICES**, a Florida limited liability company (the "Management Company").

A. District and Management Company entered into that certain *Agreement for District Management Services Between Grand Haven Community Development District and Vesta Property Services, Inc.* dated August 1, 2021 (the “Agreement”), for purpose of providing management, financial and accounting advisory services to the District, subject to the terms and conditions more particularly spelled out in the Agreement. The Agreement has not been previously amended.

B. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Agreement.

C. The Agreement provided for termination for any reason by either party upon 60 days written notice.

D. District and Management Company now desire to amend the Agreement as more particularly described herein.

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

1. Recitals. The foregoing recitals are incorporated herein by reference as if they are set forth below,
2. The section in Article V of the Agreement titled “Termination of this Contract” is hereby replaced with the following:

**“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 30 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.”

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

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

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

“DISTRICT”

**GRAND HAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

"MANAGEMENT COMPANY"

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# EXHIBIT 21

## **AGREEMENT FOR FINANCIAL COMPLIANCE AND ACCOUNTING SUPPORT SERVICES**

This Agreement (“**Agreement**”) is made and entered into effective on the 1st day of October 2026, or such earlier date determined under Section 4 hereof, 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 c/o FCS Management Group, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**District**”); and

**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**” and, together with the District, “**Parties**”).

This Agreement is further acknowledged by:

**FCS MANAGEMENT GROUP, LLC**, a Florida limited liability company, with an address of 162 S. Prairie Lakes Drive, St. Augustine, Florida 32084 (“**District Manager**”), which provides certain district management services to the District separate from the Services provided by Controller 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 ordinances adopted by the Flagler County Board of County Commissioners and the City of Palm Coast, Florida, 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 Controller to provide financial compliance and accounting services (“**Services**”), all as further set forth in **Exhibit A** attached hereto, and the Controller agrees to provide the Services; and

**WHEREAS**, the District and Controller 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 Controller to provide the Services. This Agreement grants to the Controller the right to enter and use District property for the purposes and uses described in this Agreement, and the Controller hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

**3. PURPOSE; SCOPE OF SERVICES.**

**a. Financial Compliance and Accounting Services.** The Controller 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 Controller to provide professional financial compliance and accounting 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 Controller. 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 Controller shall undertake the Additional Services after the District has issued its written approval of the description and fees for such services to the Controller, as evidenced by a written addendum and a vote of the Board of Supervisors (“**Board**”).

**4. TERM; RENEWALS.** The Services described in this Agreement shall commence October 1, 2026, as described in **Exhibit B**; provided, however, that thirty (30) days after District provides notice of its intent to terminate the existing Agreement for District Management Services between the parties dated August 1, 2021. After commencement of this Agreement, performance of all Services shall continue through September 30, 2028, unless any such Services are terminated earlier in accordance with the terms of this Agreement. Notwithstanding the foregoing, this Agreement may be renewed for additional one (1)-year terms upon mutual written agreement of the Parties at least thirty (30) days prior to the expiration of the then-current term. Each additional one-year renewal shall be as priced in **Exhibit B**; thereafter, renewals shall be as negotiated between the Parties in writing. Such renewal may be evidenced by letter agreement that includes the pricing of the next succeeding fiscal year and incorporates the terms and conditions of this Agreement. The pricing will be prorated for any partial year that may occur prior to October 1, 2026.

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

**a. Fees and Expenses.**

- i. Financial and Accounting Services.** A schedule of fees for the Services, including but not limited to administrative services, accounting services, financial/assessment services, revenue collection, and dissemination agent services, is shown in **Exhibit B** to this Agreement, which is attached hereto and incorporated herein (“**Fee Schedule**”). The District shall pay the Controller for the Services provided under the terms of this Agreement in accordance with the Fee Schedule.
- ii. Additional Services.** The District shall compensate the Controller 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 Controller 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 Controller 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 Controller 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 Controller acknowledges that the prices for the Services set forth in this Agreement are firm through Fiscal Year 2028 and that the Controller 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 Controller 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 Controller to receive timely payment for Services provided for the month of May, the invoice for May shall be delivered on or before May 15th).

- 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 Controller'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 Controller shall have the right to suspend Services being provided as outlined in this Agreement if the District fails to pay the Controller'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 Controller 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 Controller 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, District Manager, and any other contractors or employees, as required, for the Controller to perform the duties outlined in this Agreement. The District Manager shall be responsible for coordinating with the Controller as necessary to ensure the Controller has access to information and documentation needed to perform the Services. Expenses incurred in providing this 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 Controller 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 Controller; or
  - iii. By the Controller 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 Controller 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 Controller’s possession in an orderly fashion. The portion of the fees and any other amounts due and owing to the Controller 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 Controller of the portion of the fees and any other amounts due and owing to Controller under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.
- b. **District Management Agreement.** The Parties agree and acknowledge that certain district management services, including but not limited to meeting agenda preparation, minutes preparation, resident communications, onsite oversight, and contract administration, will be provided by a third-party contractor, FCS Management Group, LLC, to whom the term “District Manager” refers as used in this Agreement (“**District Management Services**”). The Controller further recognizes and agrees that such District Management Services are governed by a separate agreement between the District and District Manager (“**District Management Agreement**”). The Controller's responsibilities under this Agreement are limited to financial accounting services as set forth in Section 2 and the exhibits hereto and do not include the District Management Services to be provided by the District Manager. 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 District Management Agreement. In the event the District Management Agreement is terminated or otherwise no longer effective, the Controller shall not be required to assume or provide the

District Management Services unless the District and Controller enter into a separate written amendment to this Agreement that specifically sets forth the scope of such District Management Services to be provided by Controller, the compensation for such services, and any additional insurance or other requirements necessary for Controller to perform such services.

**8. REPRESENTATIONS AND ACKNOWLEDGMENTS.**

- a. The Controller shall devote such time as is necessary to perform the Services.
- b. The Controller agrees that all Services shall be performed by skilled and competent personnel.
- c. The Controller and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. To the extent damage is caused by the Controller, the Controller agrees to take steps to repair any damage resulting from the Controller's activities and work pursuant to the Agreement within twenty-four hours (24) hours.
- d. The Controller 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 Controller further represents that no person having any such interest shall be employed by the Controller to perform the Services or any portion thereof.
- e. The District acknowledges that the Controller is not an attorney and may not render legal advice or opinions. Although the Controller 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 Controller in connection with the Services, including but not limited to financial information of the District.

**9. INDEMNIFICATION; SOVEREIGN IMMUNITY.**

- a. **Controller 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 Controller 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 Controller pursuant to this Agreement. In the event that the Controller receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with Controller's indemnity obligations hereunder, the Controller 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 Controller shall ensure that the indemnification obligations herein are included in any agreement between the Controller and the District Manager related to the District, such that the District Manager is responsible for indemnifying each Indemnified Party according to the terms herein; however, in no event shall the Controller 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 District Manager and Controller or any agreement between the District and District Manager related to the District.

- b. District Indemnification.** To the extent allowable under applicable law and up to the limit of the District's then-applicable insurance coverage, the District agrees to indemnify, defend, and hold harmless the Controller 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 Controller 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 wrongful acts or omissions 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*.
- 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 Controller 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 Controller 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.
  - ii.** Commercial General Liability Insurance with the following limits:

\$1,000,000	<i>General Aggregate</i>
\$1,000,000	<i>Products/Completed Operations</i>
\$1,000,000	<i>Personal &amp; Advertising Injury</i>
\$1,000,000	<i>Each Occurrence</i>
  - iii.** Comprehensive automobile liability insurance for all vehicles used by the Controller or its employees with respect to the operation of the Facilities whether owned, non-owned or hired, with a combined single limit of \$1,000,000.
  - iv.** Employer's Liability Coverage with limits of \$250,000.
  - v.** Professional Liability Insurance with limits of \$1,000,000 (or other similar insurance coverage, which may be waived in the District's discretion).
  - vi.** Employment theft dishonesty insurance in the amount of \$500,000.
  - vii.** 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 Controller 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 (including any endorsement for abuse/molestation coverage), 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 Controller 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 Controller 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 Controller 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 Controller 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 Controller 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 Controller’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 Controller, the Controller 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 CONTROLLER’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: Howard McGaffney, District Manager  
[howard@fcsmanagementgroup.com](mailto:howard@fcsmanagementgroup.com)

**With a copy to:**

Clark & Albaugh, PLLC  
219 Shiloh Cove  
Heathrow, Florida 32746  
Attn: Scott D. Clark, District Counsel  
[sclark@winterparklawyers.com](mailto:sclark@winterparklawyers.com)

**If to the Controller:**

DPFG Management & Consulting, LLC  
d/b/a Vesta District Services  
250 International Parkway, Suite 208  
Lake Mary, Florida 32746  
Attn: Chris Hodge  
[chodge@vestapropertyservices.com](mailto:chodge@vestapropertyservices.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 Controller may deliver Notice on behalf of the District and the Controller, 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 Controller.

**14. ASSIGNMENT.** Neither the District nor the Controller 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 Controller 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 FCS Management Group, LLC for district management 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 Controller 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 Controller 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 Controller 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 Controller, 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 Controller 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 Controller and their respective representatives, successors, and assigns.

**21. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Controller shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Controller 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 Controller 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 Controller as an arm's length transaction. The District and the Controller 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 Controller, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Controller 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 Controller shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Controller 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 Controller has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Controller represents that no public employer has terminated a contract with the Controller 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 Controller 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 Controller 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 Controller shall immediately notify the District. If the Controller 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 Controller 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 Controller shall execute an affidavit, in an acceptable form to the District, in compliance with Section 787.06(13), *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.

**[Signature Page Follows]**

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

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

\_\_\_\_\_  
By:

\_\_\_\_\_  
Its:

**GRAND HAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By:

\_\_\_\_\_  
Its:

*Acknowledged by:*  
**FCS MANAGEMENT GROUP, LLC**

\_\_\_\_\_  
By:

\_\_\_\_\_  
Its:

- Exhibit A:** Services
- Exhibit B:** Fee Schedule

**Exhibit A**  
**VESTA PROPERTY SERVICES, INC. - SCOPE OF SERVICES**  
**Scope of Services**

**A. Accounting**

**i. Financial Statements:**

1. Establish a Fund Accounting System in accordance with federal and state law, as well as Generally Accepted Accounting Principles (“GAAP”), Generally Accepted Auditing Standards (“GAAS”), and the Rules of the Auditor General. This includes the following:
  - A. Chart of Accounts; and
  - B. Vendor and Customer Master File; and
  - C. Report creation and set-up.
2. Prepare and ensure the accuracy of monthly balance sheets, income statement(s) with budget to actual variances, including the following:
  - A. Cash Investment Account Reconciliations per fund; and
  - B. Balance Sheet Reconciliations per fund; and
  - C. Expense Variance analysis.
3. Prepare and file Annual Public Depositor’s Report and distribute it to Florida Department of Financial Services.
4. Prepare and file Public Depositor’s and Indemnification Form on new accounts, as needed.
5. Facilitate banking relations with the District’s Depository and Trustee.
6. Prepare all other financial reports and ensure accuracy of the data contained in financial reports, as required by applicable law and accounting standards, and bond trust indenture requirements.
7. Account for assets constructed by or donated to the District for maintenance.
8. On or before October 1st of every year prepare an annual inventory of all District-owned tangible personal property and equipment in accordance with all applicable rules and standards.
9. Provide audit support to auditors for the required annual audit, as follows:
  - A. Review statutory and bond indenture requirements.
  - B. Prepare Audit Confirmation Letters for independent verification of activities.
  - C. Prepare all supporting accounting reports and documents as requested by the auditors.
  - D. Respond to auditor questions.
  - E. Review and edit draft report.
  - F. Prepare year-end adjusting journal entries as required.
10. Provide for transmission of the audit to all authorities having jurisdiction, as required by law.
11. Provide and file the Annual Financial Report, Bond Financing Reporting, and Financial Audit Report on or before the filing deadline(s) each year.

12. Regularly audit (review) District finances and provide findings to the Board of Supervisors, which presentations shall include descriptions of interest earnings, account transfers, and related financial activity.
13. Present Treasurer reports to the Board of Supervisors, which reports shall include bank balances and sufficient detail as directed by the Board of Supervisors.
14. Upon request, provide review access to Board of Supervisors of all files, accounting records, and relevant operational data.

**ii. Budgeting:**

1. Responsibly prepare the budget and backup material for presentation at all budget meetings, public hearings, and workshops. Controller shall coordinate with FCS Management Group, LLC regarding presentation of the budget at such meetings. The budget is to be prepared in accordance with state law standards and requirements and shall be consistent with applicable Government Finance Officers Association (“GFOA”) and Governmental Accounting Standards Board (“GASB”) standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments. The Board of Supervisors shall have view access to all documents supporting each line item within the budget.
2. File all required documentation to the Department of Revenue, Auditor General, St. Johns County, and all other governmental agencies with jurisdiction.
3. Prepare and cause to be published notices of all budget-related public hearings and workshops.
4. Prepare all budget amendments on an ongoing basis as needed and additionally when requested by the Board.
5. Assist the Board in and during the process to retain an auditor and cooperate and assist in the performance of the audit by the District’s independent auditor.

**iii. Accounts Payable/Receivable:**

1. Administer the processing, review and approval, and payment of all invoices and purchase orders.
2. Ensure timely payment of vendor invoices and purchase orders.
3. Manage vendor information per W-9 reports.
4. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
5. Maintain checking accounts with qualified public depository, including reconciliation to reported bank statements for all accounts and funds.
6. Prepare year-end 1099 Forms for vendor payments, as applicable, and file reports with the IRS, as applicable.
7. Ensure monthly Vendor Payment Report (i.e., O&M Expenditures) reflects the current month and is never in arrears.

8. Provide monthly running balance report that ties back to monthly balance sheet and transaction history.

**iv. Capital Program Administration:**

1. Maintain proper capital fund and project fund accounting procedures and records.
2. Process construction requisitions, including:
  - A. Vendor Contract completion status; and
  - B. Verify Change Orders for materials; and
  - C. Check for duplicate submittals; and
  - D. Verify allowable expenses per Bond Indenture agreements such as Contract Assignment, Acquisition Agreement, Project Construction and Completion Agreement, as applicable.
3. Oversee and implement bond issuance related compliance, including but not limited to: coordination of annual arbitrage report, transmittal of annual audit and budget to the Trustee, transmittal of annual audit and other information to dissemination agent (if other than Controller) or directly to bondholders as required by Continuing Disclosure Agreements, and annual and/or quarterly disclosure reporting and updates.
4. Provide asset tracking for improvements to be transferred and their value for removal from the District's Schedule of Property Ownership.
5. Provide for appropriate bid and/or proposal or qualifications processes for construction projects.
6. Perform internal evaluations of bond funds and adequately respond to Board questions.

**v. Purchasing:**

1. Assist the Board in selecting vendors as needed for services, goods, supplies, and materials.
2. Obtain pricing proposals as needed and in accordance with District rules and Florida law.
3. Prepare RFPs for administrative services, as needed, such as audit services, legal services, and engineering services.
4. Prepare and process requisitions for capital expenses, in coordination with the District's Engineer.
5. Ensure best price for the value when procuring products, materials, services, and labor by obtaining a minimum of three (3) competitive quotes where practicable, maintaining detailed documentation of all procurement decisions, and adhering to the District's procurement policies and procedures.

**vi. Risk Management:**

1. Prepare and follow risk management policies and procedures.

2. Recommend and advise the Board, in consultation with the District's Engineer and District Counsel, of the appropriate amount and type of insurance.
3. Procure all necessary insurance for the District at competitive market rates, subject to Board approval, and maintain documentation of all insurance procurement efforts.
4. Process and assist in the investigation of insurance claims, in coordination with the District's legal counsel.
5. Review insurance policies and coverage amounts of District vendors.
6. Provide an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
7. Maintain and monitor Certificates of Insurance for all service and contract vendors.
8. Investigate eligibility and prepare application(s) for FEMA grants and other available funding when available, as needed.

## **B. Financial and Revenue Collection**

### **i. Administer Prepayment Collection:**

1. Provide payoff information and prepayment amounts upon request of property owners. A reasonable administrative fee may be charged for this service.
2. Monitor, collect, and maintain records of prepayment of assessments.
3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
4. Prepare periodic continuing disclosure reports for investment bankers, bondholders, and reporting agencies.

### **ii. Administer Assessment Roll Process:**

1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
3. Verify assessments on platted lots, commercial properties, or other assessable lands.
4. Convert final assessment roll to St. Johns County Property Appraiser or Tax Collector format and remit to St. Johns County.
5. Execute and issue Certificate of Non-Ad Valorem Assessments to St. Johns County.

### **iii. Administer Assessments for Off Tax Roll parcels/lots:**

1. Maintain and update a current list of owners of property not assessed via the tax roll.
2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.

3. Monitor collection of direct invoices and prepare and send delinquent/collection notices, as necessary.

iv. **True-Up Analysis:**

1. Annually compare current platted and unplatted lots to original development plan to ensure adequate collection of assessment revenue, as necessary.
2. Prepare true-up calculations and invoice property owners for true-up payments, as necessary.

**C. Administrative Services**

- i. Ensure compliance with all statutes affecting the District, including but not limited to:
  1. Certify and submit the Special District Update Form, as required each year.
  2. Assign and provide a Records Management Liaison Officer for reporting to the Division of Library and Information Services.
  3. Assign and provide contact person for the State Commission of Ethics for Financial Disclosure and other necessary coordination.
  4. Provide Form 1 Financial Disclosure filing information and/or documents to District Supervisors.
  5. Provide Form 1F Financial Disclosure filing information and/or documents for Supervisors whose terms end during District Manager's tenure, whether through term expiry or resignation.
  6. Monitor and provide Form 8B Memorandum of Voting Conflict to District Supervisors, as may be required from time to time.
  7. Monitor and provide updates to District organizational documents, including the Notice of Establishment, to authorities requesting and having jurisdiction.
  8. Maintain Disclosure of Public Financing and file with Department of Commerce.
  9. Prepare and submit a proposed budget for Board approval no later than June 15 of each fiscal year, in accordance with Section 190.008, *Florida Statutes*.
  10. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
  11. Provide written notice to property owners of public hearing on the budget and its related assessments.
  12. Provide copy of the initial Public Facilities report to the County as required by law and provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made, at a minimum every seven (7) years after initial submission.
  13. File name and location of the Registered Agent and Office location each year to all authorities having jurisdiction.
  14. Provide for publication and submission of the regular meeting schedule of the Board to the County, and in a newspaper of general circulation in the area of the District, as required by Florida Statute.

15. Provide District map and updates, as provided by the District's Engineer, as needed to authorities requesting and having jurisdiction.
16. Provide legal description and District boundary map, as provided by District's Engineer, as needed to the Supervisor of Elections.
17. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15 of each year.
18. Provide for public records announcement and file document of registered voter data each June.
19. Update Supervisor names, officer positions, and contact information to the State Commission on Ethics annually or otherwise as required.
20. Certify and file the Form DR-421 Certification for Taxing Authorities that Do Not Levy Ad Valorem Taxes with the Department of Revenue on or before November 1 each year.
21. Provide for the appropriate advertisement templates, required language, and services in order to effectuate proper notice of all public meetings of the Board in accordance with the applicable Florida Statutes, including but not limited to, notices of public hearings on assessments; the annual budget; establishment of rates, fees, or charges; rulemaking; uniform method of collection; and all other required notices of meetings, hearings and workshops.
22. Provide instruction to property owners regarding the general election process and forms.
23. Respond to bondholder's requests for information in a timely manner.
24. Implement the policies established and adopted by the Board in connection with the operations of the District.
25. Answer project status inquiries from bonding companies, as required.
26. Staff an office location to process and respond to written, telephone, and/or e-mail inquiries from the public.

**D. District Management Administrative Responsibilities**

- i. Prepare agendas for transmittal to the Board, District staff, and residents at least seven (7) days prior to Board meetings.
- ii. Prepare meeting materials for other meetings, public hearings, etc., as needed.
- iii. Prepare and provide accurate minutes for all meetings, workshops, and hearings of the Board within seven (7) business days following each meeting, maintaining compliance with Chapter 286, *Florida Statutes*. Controller shall also, within two (2) business days after the Board's regular monthly meeting, provide a summary of actions taken at the meeting, in a format suitable for public distribution.
- iv. Provide a means of remote viewing (such as Zoom) for monthly Board meetings.
- v. Provide means for Board Members (or to the public by request) to receive a recorded video of the meeting.

- vi. Implement and maintain a document management system to create, save, and archive District documents in accordance with Chapter 119, *Florida Statutes*, and applicable retention schedules; upon termination of this services agreement, provide all documents to the District within thirty (30) days in an organized, searchable format.
- vii. Provide a method for Board members to access the database for research and information gathering. Controller shall also implement technology to permit District's minutes to be stored in a searchable format.
- viii. Certify and file annual report to the Department of State, Division of Library and Information Services for storage and disposal of public records.
- ix. Protect the integrity of all public records in accordance with the requirements of Florida law.
- x. Respond to public records requests as required by law and in compliance with the District's public records policy and *Rules of Procedure*.
- xi. Maintain "Record of Proceedings" for the District within St. Johns County, including meeting minutes, agreements, resolutions, and other records required by law.
- xii. Ensure relevant financial data is posted, reported and up to date so that the public has full access to required information.

**E. Additional Services**

**i. Financial Reports:**

- 1. Modifications and Certification of Special Assessment Allocation Report.
- 2. True-Up Analysis:
  - A. When modifications are made to a Special Assessment Allocation Report, the Controller shall conduct a review of the current platted and unplatted lots compared to the original development plan to ensure adequate collection of assessment revenue.
  - B. When true-up calculations are required pursuant to the Special Assessment Allocation Report or applicable bond documents, the Controller shall prepare true-up calculations and coordinate with the District's assessment consultant to invoice property owners for true-up payments in accordance with Chapter 170, Florida Statutes.
- 3. Refinancing analysis.

**ii. Bond Issuance Services:\***

- 1. Prepare benefit analysis based on infrastructure to be funded with bond proceeds.

2. Prepare Master and/or Preliminary Special Assessment Allocation Report and present to District board and staff as needed.
3. Prepare or provide signatures on all closing documents, certificates, or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

iii. **Bond Validation Services:\***

1. Prepare Bond Validation Report determining the “not-to-exceed” par amount of bonds to be issued by the District and present to Board as part of the Bond Resolution.
2. Provide expert testimony at bond validation hearing in Court having jurisdiction.

\*Bond Issuance Services and Bond Validation Services shall be provided at a rate of \$25,000 for new bond issuances and \$15,000 for bond refinances.

- iv. Services related to amendment to District boundaries, as needed.
- v. Preparation of Grant Applications, as needed.
- vi. Services as Escrow Agent, as needed.

**F. Additional Services Provided to Third Parties**

i. **Issue Estoppel Letters as Needed for Property Transfers (\$200 per letter):**

1. Prepare estoppel letter(s) reflecting current District assessment information as required for sale or transfer of residential or commercial property within the District, upon request.
2. Issue lien releases for properties which are prepaid within the District.

ii. **Bond Prepayment Processing:**

1. Collect bond prepayments, both short term and long-term bonds, verify amounts, and remit to Trustee with deposit instructions.
2. Maintain collection log showing all parcels that have prepaid assessments.
3. Prepare, execute, and issue release of lien to be recorded in public records.

**Exhibit B**  
**Fee Schedule**

<b>Scope of Services</b>		<b>FY27</b>	<b>FY28</b>
<b>Administrative Services</b>	Including meeting minutes preparation, records retention per Chapter 119, F.S., public records requests handling, agenda preparation and delivery.	\$17,396	\$17,396
<b>Accounting Services</b>	Including financial statements preparation, accounts payable/receivable, asset and investment tracking, annual budgeting, state and bond-related filings, trust account monitoring. Excludes purchasing/risk management and capital administration, which are provided by FCS under Administrative Services.	\$36,597	\$36,597
<b>Financial &amp; Assessment Services and Revenue Collection</b>	Including assessment billing and collection, assessment roll certification, direct billing, true-up analysis, property owner inquiries related to assessments and financial matters	\$16,264	\$16,264
<b>Total Fee</b>		<b>\$70,056</b>	<b>\$70,056</b>

# EXHIBIT 22

# GRAND HAVEN MEETING AGENDA MATRIX

<b>May, 2026</b>	<b>Workshop 5/7</b>	<p><b><i>Presentations</i></b></p> <p><b><i>Discussions</i></b></p> <ul style="list-style-type: none"> <li>• 1. FY 27 Budget Finalization</li> <li>• 2. 10 Year Plan Updates</li> <li>• 3. Bike use at the Village Center (from the 2/19/2026 Regular Meeting)</li> <li>• 4.. Pending Supervisor Led Projects</li> </ul>	
	<b>Regular Meeting: 5/22</b>	<p><b><i>Presentations</i></b></p> <p><b><i>Staff Reports</i></b></p> <ul style="list-style-type: none"> <li>• 1. District Engineer</li> <li>• 2. District Counsel</li> <li>• 3. District Manager</li> </ul> <p><b><i>Consent Agenda Items</i></b></p> <ul style="list-style-type: none"> <li>• 1. Meeting Minutes—4/16/2026 Regular Meeting</li> <li>• 2. Unaudited Financials—April 2026</li> </ul> <p><b><i>Business Items</i></b></p> <ul style="list-style-type: none"> <li>• 1. Approval of the FY 26 Budget</li> <li>• 2. Approval of RFP notice for Landscape Maintenance</li> </ul> <p><b><i>Discussions</i></b></p> <ul style="list-style-type: none"> <li>• 1. 10 Year Plan Updates</li> <li>• 2. Pending Supervisor Led Projects</li> </ul>	

**GRAND HAVEN MEETING AGENDA MATRIX**

<p><i>June, 2026</i></p>			
	<p><i>Regular Meeting: 6/18</i></p>	<p><b><i>Presentations</i></b></p> <ul style="list-style-type: none"> <li>• Landscape Enhancement Projects for FY 27— Louise Leister</li> </ul> <p><b><i>Staff Reports</i></b></p> <ul style="list-style-type: none"> <li>• 1. District Engineer</li> <li>• 2. District Counsel</li> <li>• 3. District Manager</li> </ul> <p><b><i>Consent Agenda Items</i></b></p> <ul style="list-style-type: none"> <li>• 1. Meeting Minutes             <ul style="list-style-type: none"> <li>○ 1a. 5/7/2026 Workshop</li> <li>○ 2a. 5/22/2026 Regular Meeting</li> </ul> </li> <li>• 2. Unaudited Financials—May 2026</li> </ul> <p><b><i>Business Items</i></b></p> <p><b><i>Discussions</i></b></p> <ul style="list-style-type: none"> <li>• 1. 10 Year Plan Updates</li> <li>• 2. Pending Supervisor Led Projects</li> </ul>	

# GRAND HAVEN MEETING AGENDA MATRIX

<b>July, 2026</b>			
	<b>Regular Meeting: 7/16</b>	<p><b><i>Presentations</i></b></p> <p><b><i>Staff Reports</i></b></p> <ul style="list-style-type: none"> <li>• 1. District Engineer</li> <li>• 2. District Counsel</li> <li>• 3. District Manager</li> </ul> <p><b><i>Consent Agenda Items</i></b></p> <ul style="list-style-type: none"> <li>• 1. Meeting Minutes—6/18/2026 Regular Meeting</li> <li>• 2. Unaudited Financials—June 2026</li> </ul> <p><b><i>Business Items</i></b></p> <ul style="list-style-type: none"> <li>• 1. Consideration of Proposals Submitted for Landscape Maintenance</li> </ul> <p><b><i>Discussions</i></b></p> <ul style="list-style-type: none"> <li>• 1. 10 Year Plan Updates</li> <li>• 2. Pending Supervisor Led Projects</li> </ul>	

# GRAND HAVEN MEETING AGENDA MATRIX

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

## GRAND HAVEN MEETING AGENDA MATRIX

	NOTES
Communications (FY 23-FY 24 Goal)	<ul style="list-style-type: none"> <li>• Ten year plan presentation—on Hold</li> </ul>
Safety and Security (FY 23-FY 24 Goal)	<ul style="list-style-type: none"> <li>• 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</li> </ul>
Café' Renovations (FY 23-FY 24 Goal)	<ul style="list-style-type: none"> <li>• Completed</li> </ul>
Vesta's Participation in Café (FY 23-FY 24 Goal)	<ul style="list-style-type: none"> <li>• Completed</li> </ul>
Parking Lot (FY 23-FY 24 Goal)	<ul style="list-style-type: none"> <li>• 3/20/2025: Board voted to end project</li> </ul>
What to do with Parcel K (FY 23-FY 24 Goal)	<ul style="list-style-type: none"> <li>• Ongoing</li> </ul>
Parcel next to Golf Course (Easement) (FY 23-FY 24 Goal)	<ul style="list-style-type: none"> <li>• Ongoing</li> </ul>
Banking Oversight (FY 23-FY 24 Goal)	<ul style="list-style-type: none"> <li>• Ongoing</li> </ul>
Oak Tree Management (FY 23-FY 24 Goal)	<ul style="list-style-type: none"> <li>• Ongoing</li> </ul>
Dog Park (FY 23-FY 24 Goal)	<ul style="list-style-type: none"> <li>• Minimal upgrades: (10/19/2023 Meeting);--Pending Further Discussion by Board</li> </ul>
Review/revise employee benefit program (FY 25-FY 26 Goal)	<ul style="list-style-type: none"> <li>• Done</li> </ul>
Reserve Study (FY 25-FY 26 Goal)	<ul style="list-style-type: none"> <li>• Done</li> </ul>
Pond and Tree Programs (FY 25-FY 26 Goal)	<ul style="list-style-type: none"> <li>• Underway</li> </ul>
CDD Managerial Staff (recommendations from DM, OS and OM) (FY 25-FY 26 Goal)	<ul style="list-style-type: none"> <li>• Underway</li> </ul>
Barrier System for Feral Hogs (establish a FFG) (FY 25-FY 26 Goal)	<ul style="list-style-type: none"> <li>• Underway (FFG)</li> </ul>
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"> <li>• 3/6/2025: Board decided to pause this matter</li> </ul>
Emergency Exit for Wild Oaks (FY 25-FY 26 Goal)	<ul style="list-style-type: none"> <li>• On Hold (2/5/2026 Regular Meeting)</li> </ul>

# EXHIBIT 23

Date of Action Item	Action Item	Status
	<b>DISTRICT MANGER SECTION</b>	
2/19/2026	DM team to review FY 27 budget and make recommendations at next board meeting	Done
2/19/2026	DM (Mac): Review traffic issues on Marlin and Sailfish (including but not limited to speed control devices)	Underway
3/19/2026	DM (David) to send Supervisor Crouch copy of FY 27 handout	Done
XXXXXXXXXXXX XXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXX XXXXXX
	<b>OPERATIONS SUPERVISOR SECTION</b>	
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	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	FFG in Progress
2/5/2026	OS to obtain quote for roving security patrol	
2/5/2026	OS to obtain proposals for pedestrian gates where needed	
3/19/2026	OS and Amenity Manager Relocate bike rack location at Village Center	
3/19/2026	OS to send out E-Blast regarding management restructuring	
XXXXXXXXXXXX XXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXX
	<b>DISTRICT ENGINEER SECTION</b>	

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	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXX
<b>BOARD SECTION</b>		
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	Done
XXXXXXXXXXXX XXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXX
<b>DISTRICT COUNSEL SECTION</b>		
1/19/2023	DC to work with City of Palm Coast to determine current storm clean up protocol and to provide a new MOU if possible	Underway
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 things she has done (and costs incurred) due to the lack of following BMPs.	On hold
2/19/2026	DC to provide updated Resolution 2026-03 for the March meeting	

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# EXHIBIT 24

*Grand Haven  
Community Development District*

*Financial Statements  
(Unaudited)*

*March 31, 2026*



**Grand Haven CDD**  
**Balance Sheet**  
**March 31, 2026**

	<b>General Fund</b>	<b>Special Revenue Fund</b>	<b>Total</b>
<b>1 Assets:</b>			
2 Valley National Bank - Operating	6,802,310	-	6,802,310
3 Truist - Operating	16,368	-	16,368
4 SBA 161601A	8,313	-	8,313
5 Interest Receivable	-	-	-
6 Accounts Receivable	5,975	-	5,975
7 Assessments Receivable	278,076	60,992	339,068
8 Due From Other Funds	-	1,815,570	1,815,570
9 Deposits	110	-	110
10 Prepaid Items	17,468	-	17,468
<b>11 Total Assets</b>	<b>\$ 7,128,620</b>	<b>\$ 1,876,562</b>	<b>\$ 9,005,183</b>
<b>12 Liabilities:</b>			
13 Accounts Payable	\$ 137,906	\$ (119)	137,787
14 Deferred Revenue	278,076	60,992	339,068
15 Due to Other Funds	1,815,570	-	1,815,570
<b>16 Total Liabilities</b>	<b>2,231,552</b>	<b>60,873</b>	<b>2,292,426</b>
<b>17 Fund Balance:</b>			
18 Non-Spendable:			
19 Prepaid & Deposits	17,578	-	17,578
20 Assigned:			
21 Operating Capital	-	-	-
22 Disaster *	-	-	-
23 Unassigned	4,879,490	1,815,689	6,695,179
<b>24 Total Fund Balance</b>	<b>4,897,068</b>	<b>1,815,689</b>	<b>6,712,757</b>
<b>25 Total Liabilities &amp; Fund Balance</b>	<b>\$ 7,128,620</b>	<b>\$ 1,876,562</b>	<b>\$ 9,005,183</b>

\* \$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 March 31, 2026**

	<b>FY 2026 Adopted Budget</b>	<b>FY 2026 Month of March</b>	<b>FY 2026 Actual Year-to-Date</b>	<b>Over (Under) Amt to FY Annual Budget</b>	<b>% of Budget</b>
<b>1 REVENUES</b>					
<b>2 Assessments Levied</b>					
3 Assessment Levy - General Fund	4,642,810	\$ 101,592	\$ 4,365,151	\$ (277,659)	94%
4 Assessment Levy - Lavista Landscape	4,000	88	3,761	(239)	94%
5 Assessment Levy - Escalante	2,973	65	2,795	(178)	94%
<b>6 Additional Revenues</b>					
7 Reuse Water	23,000	2,160	15,524	(7,476)	67%
8 Gate & Amenity Guest	9,000	2,001	11,230	2,230	125%
9 Tennis	500	187	871	371	174%
10 Room Rental & Rec Center Fee	2,000	-	697	(1,303)	35%
11 Interest - Investments	150,000	17,798	92,718	(57,282)	62%
12 Miscellaneous	-	1,494	5,327	5,327	-
<b>13 TOTAL REVENUES</b>	<b>4,834,283</b>	<b>125,384</b>	<b>4,498,074</b>	<b>(336,209)</b>	<b>93%</b>
<b>14 EXPENDITURES</b>					
<b>15 ADMINISTRATIVE</b>					
16 Supervisors - Regular Meetings	12,000	1,000	7,000	(5,000)	58%
17 Supervisors - Workshops	9,000	-	-	(9,000)	0%
18 District Management	46,634	8,886	50,817	4,183	109%
19 Administrative	12,396	1,033	6,198	(6,198)	50%
20 Accounting	25,597	2,133	12,798	(12,798)	50%
21 Assessment Roll Preparation	11,264	939	5,632	(5,632)	50%
22 Office Supplies	1,180	-	-	(1,180)	0%
23 Postage	4,104	-	679	(3,426)	17%
24 Audit	4,500	-	3,500	(1,000)	78%
25 Legal - General Counsel	170,000	13,278	73,213	(96,788)	43%
26 Engineering	45,796	-	4,751	(41,045)	10%
27 Engineering - Stormwater Analysis	5,000	-	-	(5,000)	0%
28 Legal Advertising	5,000	67	365	(4,635)	7%
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	-	9,625	(86,535)	10%
<b>33 TOTAL ADMINISTRATIVE</b>	<b>453,636</b>	<b>27,335</b>	<b>177,306</b>	<b>(276,331)</b>	<b>39%</b>
<b>34 INFORMATION &amp; TECHNOLOGY</b>					
35 IT Support	31,500	-	15,419	(16,081)	49%
36 Village Center & Creekside Telephone/Fax	8,459	811	4,866	(3,593)	58%
37 Village Center & Creekside Cable/Internet	17,200	1,683	9,738	(7,462)	57%
38 Wi-Fi for Gates/Hot Spots	32,897	1,341	7,742	(25,156)	24%
39 Cell Phones	8,977	428	2,608	(6,369)	29%
40 Website Hosting & Development	1,912	-	-	(1,912)	0%
41 ADA Website Compliance	1,500	-	758	(743)	51%
42 Communications: E-Blast	631	-	310	(321)	49%
<b>43 TOTAL INFORMATION &amp; TECHNOLOGY</b>	<b>103,077</b>	<b>4,263</b>	<b>41,439</b>	<b>(61,638)</b>	<b>40%</b>
<b>44 INSURANCE</b>					
45 Insurance	142,000	-	140,907	(1,093)	99%
<b>46 TOTAL INSURANCE</b>	<b>142,000</b>	<b>-</b>	<b>140,907</b>	<b>(1,093)</b>	<b>99%</b>
<b>47 UTILITIES</b>					
48 Electric:					
49 Electric Services - #12316, 85596, 65378	9,564	868	5,636	(3,928)	59%
50 Electric - Village Center #18308	44,638	2,871	18,837	(25,800)	42%
51 Electric - Creekside #87064, 70333	32,019	1,426	10,250	(21,770)	32%

## Grand Haven CDD

### General Fund

#### Statement of Revenues, Expenditures and Changes in Fund Balance For the period from October 1, 2025 to March 31, 2026

	FY 2026 Adopted Budget	FY 2026 Month of March	FY 2026 Actual Year-to-Date	Over (Under) Amt to FY Annual Budget	% of Budget
52 Streetlights	32,429	2,432	14,332	(18,097)	44%
53 Propane - Spas/Café	60,000	4,237	34,266	(25,734)	57%
54 Garbage - Amenity Facilities	19,186	774	9,804	(9,383)	51%
55 Water/Sewer:					
56 Water Services	180,000	18,958	109,203	(70,797)	61%
57 Water - Village Center #324043-44997	25,000	2,035	10,800	(14,200)	43%
58 Water - Creekside #324043-45080	14,000	989	6,091	(7,909)	44%
59 Pump House Shared Facility	10,000	-	24,243	14,243	242%
<b>60 TOTAL UTILITIES</b>	<b>426,836</b>	<b>34,591</b>	<b>243,461</b>	<b>(183,375)</b>	<b>57%</b>
<b>61 FIELD OPERATIONS</b>					
62 Stormwater System:					
63 Aquatic Contract	68,052	4,926	29,554	(38,498)	43%
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	1,760	9,810	(2,308)	81%
69 Landscape Repairs & Replacement	50,444	6,280	18,565	(31,879)	37%
70 Landscape Maintenance - Contracted Services - VerdeGo	718,070	59,839	352,165	(365,905)	49%
71 Landscape Maintenance - Yellowstone	79,695	5,923	35,535	(44,160)	45%
72 Tree Maintenance - Oak Tree Pruning	52,730	9,600	51,200	(1,530)	97%
73 Lavista Landscape Restoration	4,000	-	-	(4,000)	0%
74 Optional Flower Rotation	26,750	-	-	(26,750)	0%
75 Irrigation Repairs & Replacement	42,800	640	9,359	(33,441)	22%
76 Streetlight Maintenance	10,795	36	2,408	(8,387)	22%
77 Vehicle Repairs & Maintenance	18,249	166	9,827	(8,422)	54%
78 Office Supplies - Field Operations	17,672	666	6,690	(10,982)	38%
79 Holiday Lights	6,000	-	2,714	(3,286)	45%
80 CERT Operations	535	-	438	(97)	82%
81 Community Maintenance	150,000	1,889	49,649	(100,351)	33%
82 Storm Clean-Up	32,819	13,595	13,595	(19,224)	41%
<b>83 TOTAL FIELD OPERATIONS</b>	<b>1,321,843</b>	<b>105,320</b>	<b>592,153</b>	<b>(729,690)</b>	<b>45%</b>
<b>84 STAFF SUPPORT</b>					
85 Payroll Expense	785,000	49,490	336,667	(448,333)	43%
86 Merit Pay/Bonus	45,000	-	13,862	(31,138)	31%
87 Payroll Taxes	63,100	8,373	55,726	(7,374)	88%
88 Employee Insurance	111,000	9,268	49,597	(61,403)	45%
89 Insurance - Workers' Compensation	30,000	-	11,499	(18,501)	38%
90 Payroll & PEO Services	34,000	2,025	9,366	(24,634)	28%
91 Mileage Reimbursement	8,000	288	1,587	(6,413)	20%
<b>92 TOTAL STAFF SUPPORT</b>	<b>1,076,100</b>	<b>69,444</b>	<b>478,305</b>	<b>(597,795)</b>	<b>44%</b>
<b>93 AMENITY OPERATIONS</b>					
94 Amenity Management	735,000	60,890	365,340	(369,660)	50%
95 A/C Maintenance & Service	23,521	1,900	6,989	(16,532)	30%
96 Fitness Equipment Service	3,400	-	425	(2,975)	13%
97 Music Licensing	4,580	-	4,374	(206)	96%
98 Pool/Spa Permits	1,104	-	-	(1,104)	0%
99 Pool Chemicals	28,446	4,027	23,813	(4,633)	84%
100 Pest Control	2,850	150	1,410	(1,439)	49%
101 Amenity Maintenance	168,525	27,583	102,816	(65,709)	61%
102 Special Events	17,418	850	6,730	(10,688)	39%
<b>103 TOTAL AMENITY OPERATIONS</b>	<b>984,843</b>	<b>95,399</b>	<b>511,896</b>	<b>(472,947)</b>	<b>52%</b>

## Grand Haven CDD

### General Fund

#### Statement of Revenues, Expenditures and Changes in Fund Balance For the period from October 1, 2025 to March 31, 2026

	FY 2026 Adopted Budget	FY 2026 Month of March	FY 2026 Actual Year-to-Date	Over (Under) Amt to FY Annual Budget	% of Budget
104 <b>SECURITY</b>					
105 Gate Access Control Staffing	239,556	16,061	96,864	(142,692)	40%
106 Additional Guards	7,490	-	786	(6,704)	11%
107 Guardhouse Facility Maintenance	28,088	5,097	12,568	(15,520)	45%
108 Gate Communication Devices	11,814	-	3,276	(8,538)	28%
109 Gate Operating Supplies	31,500	17	2,261	(29,239)	7%
110 Fire & Security System	7,500	-	3,423	(4,077)	46%
111 <b>TOTAL SECURITY</b>	<b>325,947</b>	<b>21,174</b>	<b>119,178</b>	<b>(206,770)</b>	<b>37%</b>
112 <b>TOTAL EXPENDITURES</b>	<b>\$ 4,834,283</b>	<b>\$ 357,526</b>	<b>\$ 2,304,644</b>	<b>\$ (2,529,639)</b>	<b>48%</b>
113 <b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>(232,142)</b>	<b>2,193,430</b>	<b>2,193,430</b>	
114 <b>OTHER FINANCING SOURCES (USES)</b>					
115 Transfer In	-	-	-	-	
116 Transfer Out	-	-	-	-	
117 <b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
118 <b>NET CHANGE IN FUND BALANCE</b>	<b>-</b>	<b>(232,142)</b>	<b>2,193,430</b>	<b>2,193,430</b>	
119 Fund Balance - Beginning			2,703,638	2,703,638	
120 Fund Balance Forward			-	-	
121 <b>FUND BALANCE - ENDING - PROJECTED</b>	<b>\$ -</b>		<b>\$ 4,897,068</b>	<b>\$ 4,897,068</b>	

## Grand Haven CDD

### Capital Reserve Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

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

	FY 2026 Adopted Budget	FY 2026 Month of March	FY 2026 Actual Year-to-Date	Over (Under) Amt to FY Annual Budget	% of Budget
<b>1 REVENUES</b>					
2 Assessments Levied (Net)	\$ 1,019,867	\$ 22,316	\$ 958,875	\$ (60,992)	94%
3 Interest	-	-	-	-	
4 Insurance Proceeds	-	-	-	-	
5 Fund Balance Forward	15,159	-	-	(15,159)	
<b>6 TOTAL REVENUES</b>	<b>1,035,026</b>	<b>22,316</b>	<b>958,875</b>	<b>(76,151)</b>	<b>93%</b>
<b>7 EXPENDITURES</b>					
8 Capital Improvement Plan (CIP)	1,035,027	115,930	472,258	(562,769)	46%
<b>9 TOTAL EXPENDITURES</b>	<b>\$ 1,035,027</b>	<b>\$ 115,930</b>	<b>\$ 472,258</b>	<b>\$ (562,769)</b>	<b>46%</b>
<b>10 REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(1)</b>	<b>(93,613)</b>	<b>486,617</b>	<b>486,618</b>	
<b>11 OTHER FINANCING SOURCES (USES)</b>					
12 Transfer In	-	-	-	-	
13 Transfer Out	-	-	-	-	
<b>14 TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>15 NET CHANGE IN FUND BALANCE</b>	<b>(1)</b>	<b>(93,613)</b>	<b>486,617</b>	<b>486,618</b>	
16 Fund Balance - Beginning			1,329,072	1,329,072	
17 Fund Balance Forward			-	-	
<b>18 FUND BALANCE - ENDING - PROJECTED</b>	<b>\$ (1)</b>		<b>\$ 1,815,689</b>	<b>\$ 1,815,690</b>	

**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%	-	0.00%	-	0.00%
	ICS**	2,452,990	3.39%	5,528	3.39%	-	0.00%	-	0.00%	-	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%	7,205,892	3.04%	6,838,001	3.04%
Florida Prime	Investment***	8,205	4.29%	8,233	4.15%	8,262	3.99%	8,289	3.88%	8,313	3.84%	8312.91****	3.84%
Truist	DDA*	8,598	0.01%	9,119	0.01%	9,837	0.01%	14,027	0.01%	14,536	0.01%	16,368	0.01%
<b>Total Cash</b>		<b>\$ 3,581,557</b>		<b>\$ 4,378,416</b>		<b>\$ 7,733,534</b>		<b>\$ 7,392,724</b>		<b>\$ 7,228,740</b>		<b>\$ 6,854,369</b>	



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*												
<b>Total Cash</b>													

\* 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

\*\*\*\*Waiting for Statement

# EXHIBIT 25

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, March 19, 2026 at 9:00 a.m. at the Grand Haven Room, located at the Grand  
6 Haven Village Center, 2001 Waterside Parkway, Palm Coast, Florida, 32137.

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

8 Mr. Davidson 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 <i>(via phone)</i> | 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 | Jason Davidson       | Regional General Manager, Vesta Property Services    |
| 18 | Howard McGaffney     | District Manager and President, FCS Management Group |
| 19 | Scott Clark          | District Counsel                                     |
| 20 | Vanessa Stepniak     | Operations Supervisor                                |
| 21 | John Lucansky        | Amenity Manager                                      |
| 22 | Louise Leister       | District Horticulturist                              |
| 23 | Michael Debitetto    | Resident   |
| 24 | Michael Tebbano      | Resident   |
| 25 | Alexander Polyak     | Resident   |
| 26 | Dr. Stephen Davidson | Resident   |
| 27 | Larry Wolfe          | Resident   |
| 28 | Chip Howden          | Resident   |
| 29 | Tom Byrne            | Resident   |

30  
31 *The following is a summary of the discussions and actions taken at the March 19, 2026 Grand Haven CDD*  
32 *Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records request.*

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

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

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

37 Mr. Debitetto commented on the emergency exit concept for Wild Oaks, indicating that current  
38 conditions were well-suited for swapping parcel lots at no cost to the District and enabling its  
39 construction with no blockage. Mr. Debitetto noted his background in real estate and development  
40 and initial discussions he had had with the St. John’s River Technical Advisory Committee and  
41 requested that the Board allow for him to pursue this further with St. John’s to determine feasibility.  
42 Mr. Debitetto suggested that he could work with Mr. Chism on next steps. Dr. Merrill requested  
43 that Mr. Debitetto not proceed with pursuing the matter on his own any further on the CDD’s behalf,  
44 and that he confers with Mr. McGaffney who would then collect further information in a District  
45 Manager capacity.

46 Mr. Tebbano expressed concerns about the status of the Escalante agreement, indicating that the  
47 designated fire lane had been used for golf cart staging for several months and that this had impeded  
48 first responders to an incident on March 8. Dr. Merrill noted that the present setup had been decided  
49 upon by Escalante, and that she had received communications from their CEO and attorney the  
50 evening before the meeting with an amended agreement that District Counsel was currently in the  
51 process of reviewing.

52 Mr. Polyak commented negatively on the condition of the sidewalk along Waterside Parkway,  
53 attributing damage to activities of contractors and golf club machinery and indicating that some of  
54 the slab buckling could present a trip hazard. Mr. Polyak suggested looking into reinforced concrete  
55 for sections that would see repeated wear and tear and inquired about payment for repairs. Mr.  
56 McGaffney stated that concrete and sidewalk repairs were accounted for in the budget, and Ms.  
57 Stepniak noted that Old City Tree communications regarding their sidewalk damage had been  
58 received and documented, with the vendor being billed for 50% of supply costs. Mr. McGaffney  
59 encouraged residents to submit photos and any observations of areas of disrepair.

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

61 **FIFTH ORDER OF BUSINESS – Presentations**

62 A. Exhibit 2: Fact Finding Group on Zero Based Budgeting – Supervisor Chism

63 Mr. Chism distributed handouts to the Board and presented the findings from the Fact-Finding  
64 Group on Zero Based Budgeting. Discussion ensued regarding more direct Board involvement with  
65 budget planning and communicating reasonings for figures that were being proposed.

66 **SIXTH ORDER OF BUSINESS – Staff Reports**

67 A. District Engineer: David Sowell

68 The District Engineer was not present. Mr. McGaffney provided updates based on discussions with  
69 the District Engineer, noting changes to the schedule including the road resurfacing plan being a  
70 2026 priority and the Creekside location shifted up to 2027. Mr. McGaffney stated that the updates  
71 would be presented in document format at the next meeting. Progress was additionally noted on the  
72 acquisition of traffic study pricing, and comments were heard regarding traffic enforcement.

73 The Board opened the floor to audience comments.

74 Mr. Byrne commented on traffic patterns through Sailfish Drive as a means to cut across to  
75 Creekside, and suggested installing a small speed hump to mitigate an ongoing speeding issue that  
76 was impacting residents.

77 B. Exhibit 3: Amenity Manager: John Lucansky

78 The Board expressed support for specific areas on Riverside Drive to be coned off for the use of  
79 the shuttle service to clear off the area and prevent parking blockages. Dr. Merrill suggested that  
80 the e-blast about the shuttle service include an explanation about cones being placed where parking  
81 was not permitted.

82 Mr. Lucansky additionally asked for input on an ongoing pattern of bike riding on the sidewalk by  
83 the Amenity Center. The Board suggested that he work with the Operations Supervisor and Mr.  
84 McGaffney to determine a better location for bike racks that preceded the sidewalks.

85 Mr. Lucansky stated that he planned on performing a study gathering data at the Café regarding  
86 breakfast service within the next four weeks, to present findings and ideas at the next meeting.

87

88

- 89 C. Operations Supervisor: Vanessa Stepniak  
90 1. Exhibit 4: Presentation of Capital Project Plan Tracker  
91 2. Exhibit 5: Monthly Report  
92 D. Exhibit 6: District Counsel: Scott Clark  
93 E. District Manager: David McInnes  
94 1. Exhibit 7: Meeting Matrix  
95 2. Exhibit 8: Action Item Report  
96 3. Consideration of Suspension of Resident’s Amenity Privileges

97 The Board and District staff discussed the incident which had involved verbal threats  
98 towards one of the staffers. Mr. McGaffney read a statement from the resident into the  
99 record, in which the resident stated that he would not be able to attend the meeting to  
100 provide his case, but wished to convey his apologies to David and indicate that he was  
101 “80% wrong” to the Board.

102 On a MOTION by Dr. Merrill, SECONDED by Mr. Chism, WITH ALL IN FAVOR, the Board approved  
103 suspending the resident’s amenity privileges for 90 days, effective from the day that the incident occurred,  
104 for the Grand Haven Community Development District.

105 **SEVENTH ORDER OF BUSINESS – Consent Agenda Items**

- 106 A. Exhibit 9: Consideration for Acceptance – The February 2026 Unaudited Financial Report  
107 B. Exhibit 10: Consideration for Approval – The Minutes of the Board of Supervisors Regular  
108 Meeting Held February 5, 2026  
109 C. Exhibit 11: Consideration for Approval – The Minutes of the Board of Supervisors Regular  
110 Meeting Held February 19, 2026

111 On a MOTION by Mr. Brazen, SECONDED by Dr. Merrill, WITH ALL IN FAVOR, the Board approved  
112 all items of the Consent Agenda, for the Grand Haven Community Development District.

113 **EIGHTH ORDER OF BUSINESS – Public Hearing – Repeal Rule II**

- 114 A. Open the Public Hearing  
115 *(The Board recessed the meeting at 10:20 a.m. for the purpose of holding the public hearing.)*

116 On a MOTION by Dr. Merrill, SECONDED by Mr. Chism, WITH ALL IN FAVOR, the Board approved  
117 opening the public hearing for the repeal of Rule II, for the Grand Haven Community Development District.

- 118 B. Exhibit 12: Presentation of Rule II  
119 C. Open the Public Comments

120 The Board opened the floor to comments from the public.

121 Mr. Wolfe asked what the repeal of the rule meant for CDD ownership and whether it reflected any  
122 recent changes. Mr. Clark advised that the rule was related to a utility that had been sold to the City  
123 of Palm Coast in 2005 and was no longer applicable, adding that the repeal of the rule was a  
124 procedural item.

125 Dr. Davidson expressed support for cleaning up unnecessary rules like Rule II.

126

127 D. Close the Public Hearing

128 On a MOTION by Mr. Chism, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board approved  
129 closing the public hearing for the repeal of Rule II, for the Grand Haven Community Development District.

130 *(The Board reconvened the regular meeting at 10:24 a.m.)*

131 E. Exhibit 13: Consideration & Adoption of **Resolution 2026-03**, Repealing Rule II

132 On a MOTION by Mr. Foley, SECONDED by Mr. chism, WITH ALL IN FAVOR, the Board approved  
133 **Resolution 2026-03**, Repealing Rule II, for the Grand Haven Community Development District.

134 **NINTH ORDER OF BUSINESS – Business Items**

135 A. Exhibit 14: Consideration & Adoption of **Resolution 2026-04**, Decreasing the Number of Non-  
136 Resident Amenity Memberships

137 On a MOTION by Mr. Chism, SECONDED by Dr. Merrill, WITH ALL IN FAVOR, the Board approved  
138 **Resolution 2026-04**, Decreasing the Number of Non-Resident Amenity Memberships, for the Grand Haven  
139 Community Development District.

140 B. Exhibit 15: Consideration of VerdeGo Leaf Clean Up Proposals

141 The Board took no action on the proposals at this time.

142 *(The Board recessed the meeting at 10:41 a.m. and reconvened at 10:57 a.m.)*

143 **TENTH ORDER OF BUSINESS – Discussion Topics**

144 A. Presence of Law Enforcement at Meetings & Workshop

145 The Board agreed to not continue the law enforcement presence at regular meetings and workshop  
146 meetings.

147 B. Procurement Policy & Capital Projects

148 Mr. McGaffney discussed staff spending authority with the Board, and requested that a resolution  
149 be prepared to allow for a \$25,000 threshold, which Mr. Clark stated could be prepared for  
150 consideration and adoption at a future meeting.

151 Mr. McGaffney additionally spoke on management, requesting that his comments be summarized  
152 and included on the record. Mr. McGaffney noted that over the course of his first two weeks he had  
153 been working significantly with Ms. Stepniak and anticipated that much of the collaborative work  
154 with staff would run through Ms. Stepniak, due to her having an established relationship with the  
155 team compared to himself, and due to his desire for any process changes to be made with existing  
156 staff input and perspectives. Mr. McGaffney spoke highly of Ms. Stepniak's value and expertise,  
157 and stated that he saw her as the future of Grand Haven in terms of leadership. Mr. McGaffney  
158 expressed his intent to devote time and energy towards developing this beyond the 90-120 day plan  
159 period.

160 C. Staff Recommended FY 2026-2027 Budget

161 D. Nighttime Swimming at the Village Center

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165

166 E. Pending Supervisor Led Projects

167 Ms. Crouch provided a progress update on app implementation in the community, with Dr. Merrill  
168 and Ms. Stepniak noting discussions with vendors. Ms. Stepniak additionally provided some insight  
169 on ADA compliance, noting that certain companies specialized in this and working with creating  
170 apps for special districts and municipalities.

171 Mr. Foley stated that the pilot program would begin on the morning of March 23 in the Front Street  
172 Village, and would be headed by the District Horticulturist Mr. Foley also noted discussions with  
173 companies that provided stormwater systems maintenance and damage protection plans.

174 **ELEVENTH ORDER OF BUSINESS – Supervisors’ Requests**

175 Mr. Chism stated that he would like to see another Supervisor take on duties for writing for *The*  
176 *Oak Tree* in the near future.

177 Mr. Brazen noted that some residents had reached out to him to attempt to suggest or request things  
178 with the former Operations Manager, and suggested that the change in structure needed to be  
179 communicated out. Mr. Brazen also spoke in favor of sharing information on the importance of  
180 work involving the stormwater system.

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

182 The action items were as follows:

- 183 • The Operations Supervisor and District Manager will relocate the bike rack location at the Village  
184 Center.
- 185 • The Operations Supervisor will distribute an e-blast on the management structure change  
186 concerning the Operations Manager position.
- 187 • The District Manager will send the Vice Chair a copy of the preliminary budget proposals for Fiscal  
188 Year 2026-2027.

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

190 No changes were recorded to the meeting matrix.

191 **FOURTEENTH ORDER OF BUSINESS – Adjournment**

192 On a MOTION by Mr. Foley, SECONDED by Mr. Brazen, WITH ALL IN FAVOR, the Board, at 1:06 193 p.m., adjourned the meeting for the Grand Haven Community Development District.
--

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

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205 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
206 **meeting held on April 16, 2026.**

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209  
210

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

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

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

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

211 **Title:    Secretary    Assistant Secretary**

**Title:    Chairman    Vice Chairman**

# EXHIBIT 26



# SHAFFER

ENGINEERING GROUP

March 30, 2026

Grand Haven CDD  
250 International Pkwy, Ste. 208  
Lake Mary, Florida, 32746

RE: Grand Haven Lap Pool Night Swim Lighting Design

Dear Howard:

I am pleased to offer this proposal for electrical engineering services on the referenced project.

### Description

- Design night swim lighting for existing lap pool of approximately 2500SF.
- Certification of night swim lighting installation.

### Base Electrical Services – Phase 1

- (1) Initial project site visit to document existing conditions and plan new lighting locations.
- Design of pool area lighting as required for night swim certification.
- Prepare photometric computer model for analysis of new pool lighting.
- Design of lighting circuiting and controls.
- Prepare electrical drawings and specifications. Specifications to be included on electrical drawings.
- Review shop drawings and respond to contractor RFI's.

### Base Electrical Services – Phase 2

1. Pool night-swim lighting certification. Includes nighttime site visit to document pool lighting levels, prepare survey report and complete certification form for the State of Florida.

### Alternate Electrical Services

1. Additional project site visits or meetings.

## Fee

Our fee for the above services will be as follows:

Base Electrical Services - Phase 1	\$8,000
Base Electrical Services - Phase 2	\$4,000
Alternate #1 – Site Visits/Meetings	\$1,000 Each

Additional services including, but not limited to, meetings during construction, additional design services or printing costs of multiple sets of drawings are not included. These services will be billed at normal hourly rates and cost of printing.

The standard hourly rates are currently as follows:

Principal	\$275.00
Professional Engineer	\$220.00
Electrical Engineer	\$185.00
Designer	\$155.00
CADD Operator	\$105.00
Clerical	\$ 85.00

Payment schedule shall be as follows:

Payment #1 - Retainer	50% (50% Of Project Phase Total)
Payment #2 - 100% Documents	50% (100% Of Project Phase Total)

The proposed financial arrangements are based on prompt payment of invoices and the orderly and continuous progress of the project. If basic services have not been completed within 24 months of the acceptance date, through no fault of Shaffer Engineering Group LLC, the engineering fee shall be equitably adjusted.

## Reimbursement Expenses

Direct expenses incurred by our firm due to travel more than 50 miles from our office (except as outlined above), mail/courier, and bulk reproductions shall be considered reimbursable expenses and invoiced at actual cost plus a fifteen percent (15%) administration fee.

Expenses incurred in conjunction with reproduction of engineering plans shall be as follows:

11"x17" or 12"x18" plans - \$1.75 per sheet
22"x34" or 24"x36" plans - \$3.50 per sheet
30"x42" plans - \$4.50 per sheet
8.5"x11" pages (specs & calcs) - \$0.25/sheet
Document delivery fee (within 25 miles) - \$25.00

### Services Not Included In Basic Fee

The following items are not included in the basic services outlined herein: (1) any activities beyond document preparation and construction administration services outlined above; (2) project representation and construction observation on a full-time basis, or to any greater degree than that described herein; (3) work by other architectural and engineering disciplines other than listed above; (4) changes to the project design at the direction of the owner if the direction for such change requires revision to prior-approved design, including design changes resulting from “value engineering” by the owner/contractor; (5) LEED Design; (6) multiple or alternate system designs; (7) as-built documentation; (8) reproduction of bid documents, permit documents, or multiple review sets; (9) design updates necessary to accommodate building code revisions which would be unreasonable to expect to anticipate at the onset of design; (10) delivery of engineering documents in electronic format; (11) site visits or meetings not specifically indicated; (12) commissioning of electrical systems; (13) compliance with Florida Energy Code requirements or documentation.

### Existing Conditions

Surveying and analysis of existing conditions will be limited to reasonable visual observation by Shaffer Engineering Group without removing covers of electrical gear or inspection of concealed spaces. Visual observations performed by Shaffer Engineering Group may not provide enough information to adequately design the project or to provide sufficient data required for required documentation or calculations. If visual observation is not sufficient, an electrical contractor or electrical testing company may be required to provide more detailed documentation and/or studies. Any work required to be performed by an electrical contractor or electrical testing company will be considered outside the scope of this proposal. This work shall be contracted by the facility owner or by other owner approved entity. This work may also be contracted by Shaffer Engineering Group at an additional reimbursable cost. Any additional cost incurred by Shaffer Engineering Group will be invoiced at our cost plus a fifteen percent (15%) administration fee.

### Construction Observation

Since exhaustive or continuous project review and observation services are outside our scope of services, we do not guarantee the performance of, and have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

### Terms and Conditions

Terms and conditions of ‘Exhibit A’ shall be part of this letter agreement.

This proposal will remain open for acceptance for a period of six (6) months from the above date. If the information herein meets with your approval, please sign where indicated below and return a copy of this letter as our authorization to proceed. No work will proceed prior to receipt of a signed proposal agreement. Notwithstanding the foregoing sentence, if you or members of your firm engage our firm in engineering design services for the referenced project, either verbally or by actions, which imply acceptance of this proposal such as providing us drawings, requesting engineering information, etc.,

without returning a signed copy of this proposal, acceptance of all conditions of this proposal will be implied.

Please feel free to contact me you have any questions. If the above is acceptable to you, please sign below and return a copy of this agreement.

Sincerely,



J. Bryan Shaffer, P.E.

BS/Grand Haven Night Swim

Fee/Services Accepted: \_\_\$\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Company

Exhibit A  
Terms and Conditions

Shaffer Engineering Group, LLC (hereafter referred to as the *Design Professional*) shall perform the services outlined in this letter agreement for the stated fee arrangement.

**Billings/Payments**

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and the Design Professional may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

In the event that payment is dependent upon the client's receipt of payment from a third party for services stated herein, client shall make payment within the lesser of: ten (10) days of receipt of payment from the third party; or sixty (60) days of the date of the invoice.

Past due amounts may be subject to a monthly service charge of 1.5% of the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing and collection efforts are deemed necessary, the Client shall pay all costs of collection, including reasonable attorneys' fees.

**Access To Site**

Unless otherwise stated, Design Professional will have access to the site for activities necessary for the performance of the service.

**Hidden Conditions and Hazardous Materials**

A condition is considered to be 'hidden' if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If Design Professional has reason to believe that such a condition may exist, Design Professional shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) Design Professional has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and Design Professional shall not be responsible for the existing condition nor any resulting damages to persons or property. Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

**Indemnifications**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Design Professional, its officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the service under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Design Professional. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.

**Risk Allocation**

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Design Professional, the risks have been allocated so that the Client agrees that, to the fullest extent permitted

by law, the Design Professional's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of \$25,000, the amount of the Design Professional's fee, whichever is greater, or other amount agreed upon when added to the letter agreement. Such causes include, but are not limited to, the Design Professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

### **Information for the Sole Use and Benefit of the Client**

All opinions and conclusions of the Design Professional, whether written or oral, and any plans, specifications or other documents and services provided by the Design Professional are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Design Professional. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Design Professional or the Client.

### **Ownership of Documents**

All documents produced by Shaffer Engineering Group, LLC under this agreement are the sole property and instrument of professional service of Shaffer Engineering Group, LLC and shall remain the property of Shaffer Engineering Group, LLC and may not be used by the Client for any other purpose without the prior written consent of Shaffer Engineering Group, LLC.

### **Termination of Services**

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

### **Certificate of Merit**

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State of Florida. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifiers opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding and allow sixty (60) days for a reply. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration. The Design Professionals are deemed to be intended third party beneficiaries of this provision.

### **Dispute Resolution**

This agreement shall be governed by the laws of the principal place of business of Design Professional. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the

Design Professional is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims, disputes and other matters that are not resolved by mediation shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In no event shall the demand for mediation or arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

**Severability and Survival**

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.

**No Third Party Beneficiaries**

This Agreement gives no rights or benefits to anyone other than the Client and Design Professional and has no third party beneficiaries. Design Professional services are defined solely by this Agreement and not by other contract or agreement which may be associated with the Project.

# EXHIBIT 27

**RESOLUTION 2026-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT ADOPTING A REVISED POLICY RELATING TO SPENDING AUTHORITY AND PROCUREMENT OF CERTAIN GOODS AND SERVICES AND PAYMENT OF CERTAIN ROUTINE EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR MONETARY THRESHOLDS; AND PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR CONFLICT.**

**WHEREAS** Grand Haven Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Flagler County, Florida; and

**WHEREAS**, Section 190.011(5), Florida Statutes, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

**WHEREAS**, the Board of Supervisors of the District (hereinafter the "Board") typically meets monthly to conduct the business of the District, including authorizing the payment of routine District operating and maintenance expenses; and

**WHEREAS** the Board may establish monthly or other meeting dates or may cancel regularly scheduled meetings from time to time; and

**WHEREAS**, to conduct the business of the District in an efficient manner, routine recurring, nonrecurring and other disbursements for goods and services must be processed and paid in a timely manner; and

**WHEREAS**, establishing meeting schedules outside monthly meetings may interfere with the timely approval of disbursements and payment of expenses; and

**WHEREAS**, the Board desires to establish clear standards delineating the authority of certain agents of the District, specifically the District Manager and Operations Supervisor (or their authorized designee), to enter into certain contracts or purchase orders for goods or services from outside vendors or contractors, on behalf of the District.

**WHEREAS**, the Board determines this resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities.

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

**Section 1.**

The Board hereby adopts the attached "Policy Relating to Spending Authority and Procurement of Goods and Services" dated April 16, 2026 (the "Procurement Policy") attached hereto and made a part hereof as **Exhibit "A"**.

**Section 2.**

The Board hereby authorizes the payment of valid and proper invoices relating to expenses which comply with the Procurement Policy, the District's Rules of Procedure and meet the following requirements:

- a. The invoice must be pursuant to an existing valid contract, purchase order or agreement.
- b. The payment of any such invoice shall be in conformance with the contract terms and shall not exceed the amount specified for payment in such existing valid contract, purchase order or agreement or in the specific authorization of the Board of Supervisors.
- c. The total amount paid under such contract, purchase order or agreement or specific authorization by the Board of Supervisors, including the current invoice, must be equal to or less than the amount specified in the contract, purchase order or agreement or in the specific authorization of the Board of Supervisors.
- d. The total amount paid under such contract or agreement, or specific authorization by the Board of Supervisors, including the current invoice, must not exceed the annual budgeted amount for the line item from which the expenditure will be paid.

**Section 3.**

A project may not be divided into more than one component for the purpose of lowering the project amount.

**Section 4.**

This Resolution shall become effective immediately upon its adoption.

**Section 5.**

All prior resolutions concerning Spending Authority and Procurement of Goods and Services in conflict herewith are repealed to the extent of any conflict.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of April, 2026.

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Secretary/Assistant Secretary

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Chair/Vice Chair

## EXHIBIT “A”

### 1.0 PURPOSE OF POLICY.

**1.1** This Policy for Spending Authority and Procurement of Goods and Services (“**Policy**”) is designed to establish clear standards delineating the authority of certain agents of the Grand Haven Community Development District (the “**District**”), specifically the District Manager, Operations Supervisor or their authorized designee, to enter into certain contracts or purchase orders for goods or services from outside vendors or contractors, on behalf of the District. Whenever the term “District Manager” is used herein, it shall also mean and refer to their authorized designees. This policy is further designed to establish uniform procedures for the informal procurement of goods and services that are under the statutory threshold for formal public procurement under Florida law. Please refer to the District Rules of Procedure for the processes required when purchases exceed the public procurement threshold.

**1.2** The fundamental purpose of this policy is not to restrict the effectiveness of the individuals involved in the day-to-day activities related to the procurement of goods and services, but to provide a sound foundation for effective, consistent and fair procurement practices and ensure fiscal responsibility, accountability and consistency. This Policy applies to the pre-authorization of funds and procurement of goods and services as provided for hereunder; the District Board of Supervisors are not required in any instance to sign checks, the authority for check signature rests with the District Manager and other individuals authorized pursuant to District Resolution.

**1.3** Any and all questions regarding this Policy should be directed to the District Manager or District Counsel.

### 2.0 DEFINITIONS.

**2.1** *Emergency.* A sudden or unexpected situation, event, turn of events or circumstance negatively impacting or impairing the health, safety, and welfare of the District’s residents; or an unexpected failure of a District physical asset that significantly impacts the general operation, integrity or function of the District’s operations. Examples of an Emergency include but are in no way limited to: acts of God, epidemic, pandemic, riot, fires, floods, tropical storms, hurricanes, accidents, structural, failure of a District facility or improvement, and/or other similar circumstances and events.

**2.2** *Emergency Approval.* An approval of an Emergency Contract or Purchase Order (defined herein) by the District on behalf of the District, when an Emergency Authorization (defined herein) authorizes the District Manager to approve such Emergency Contract or Purchase Order. When a “disaster” has been declared, as defined in Fla. Stat. §252.34(2), the requirement to obtain an Emergency Approval shall be deemed to have been fulfilled.

**2.3** *Emergency Authorization.* A written authorization of the Chairperson of the Board (“**Chairperson**”), or another representative of the Board as provided in this Policy, authorizing the District Manager to approve an Emergency Contract or Purchase Order (defined herein). The Emergency Authorization should contain the following minimum

information, collected by the District Manager: a declaration that an Emergency exists; the reasons supporting such a declaration; the Emergency Contract or Purchase Order that the District Manager expects to approve and a statement certifying that such goods or services will address the Emergency; the expected cost of the Emergency Contract or Purchase Order; language stating that the signing representative of the Board approves the information in such Emergency Authorization; and a statement that the Emergency Contract or Purchase Order and

any expenses resulting from the District entering into the Emergency Contract or Purchase Order shall be presented to the Board for ratification at the next Board meeting. When a “disaster” has been declared, as defined in FLA. STAT. §252.34(2), the requirement to obtain an Emergency Authorization shall be deemed to have been fulfilled.

**2.4** *Emergency Contract or Purchase Order.* A contract or purchase order for goods or services necessitated by a sudden unexpected turn of events (e.g., acts of God, riot, fires, floods, hurricanes, accidents or any circumstances or cause beyond the control of the District in the normal conduct of its business) entered into to address an Emergency that otherwise exceeds the approval authority set forth in this Policy.

### **3.0 DISTRICT MANAGER APPROVAL AUTHORITY.**

**3.1** The District Manager shall have charge and supervision of the District’s works and is responsible for preserving and maintaining any improvement or facility that is constructed or erected pursuant to Chapter 190, *Florida Statutes*; for operating and maintaining District-owned equipment; and for performing such other duties as are prescribed by the Board.

**3.2** The District Manager has the authority to approve and sign a contract or purchase order for goods or services on behalf of the District if the cost of such contract or purchase order is less than or equal to Thirty Thousand Dollars and No Cents (\$30,000.00), and the goods and services are within the scope of an approved budgeted line-item amount for the then fiscal year.

**3.3** Purchases that are recurring purchases or services approved by the Board at a public meeting need not come back to the Board unless and until the terms of the contract for such purchase expires or requires formal Board renewal or action.

**3.4** If the cost of a contract or purchase order for goods or services exceeds Thirty Thousand Hundred Dollars and No Cents (\$30,000.00), or for purchases that are recurring purchases or services that would, when combined, exceed Thirty Thousand Dollars and No Cents (\$30,000.00), the District Manager has the authority to approve and sign a contract or purchase order for such goods or services on behalf of the District provided that the cost of the goods and services are within the scope of an approved budgeted line item amount for the then fiscal year. Provided however and notwithstanding the foregoing, if the obtaining of goods or services requires use of a competitive solicitation or selection process or requires that the Board award or approve a contract or expenditure, the Board must approve such award, contract or purchase order at a public meeting.

**3.5** The District Manager has the authority to approve and sign a contract or purchase order for goods or services on behalf of the District if the cost of such contract or purchase order is less than or equal to One Hundred Thousand Dollars and No Cents (\$100,000.00), and the goods and services are within the scope of the approved Capital Improvement Program (“CIP”) budget for the then fiscal year. The Board of Supervisors may designate certain items on the CIP budget as requiring further Board action in its discretion or may direct the District Manager to proceed with a CIP project without respect to the dollar limitation in this section. Provided however and notwithstanding the foregoing, if the obtaining of goods or services exceeds the CIP budget amount for such project or if it requires use of a competitive solicitation or selection process which requires that the Board award or approve a contract or expenditure, the Board must approve such award, contract or purchase order at a public meeting.

**3.6** The District Manager is authorized, without first obtaining Board approval or direction, to prepare and solicit requests for proposal, bids or requests for qualifications for any continuing contracts for goods or services if the current contract for such goods or services is expiring or if the District Manager determines that the District should seek alternate proposals due to price, performance or other factors within the District Manager’s discretion. All such proposals shall be subject to the procurement provision contained in applicable laws or in the Rules of Procedure and must be ultimately submitted to the Board of Supervisors for approval.

**3.7** Contracts which are approved by the District Manager under the provisions of this Part 3.0 without prior approval of the Board of Supervisors shall be submitted for ratification at the next Board meeting following execution of the contract.

#### **4.0 OPERATIONS SUPERVISOR APPROVAL AUTHORITY.**

**4.1** The Operations Supervisor shall have the authority to approve and sign a contract or purchase order for goods or services on behalf of the District if the cost of such contract or purchase order is less than or equal to Ten Thousand Dollars and No Cents (\$10,000.00), and the goods and services are within the scope of an approved budgeted line item amount for the then fiscal year with the consent and approval of the District Manager.

**4.2** If the cost of a contract or purchase order for goods or services exceeds Ten Thousand Dollars and No Cents (\$10,000.00), or for purchases that are recurring purchases or services that would, when combined, exceed Ten Thousand Dollars and No Cents (\$10,000.00), but do not exceed the District Manager's purchasing authority set forth above, the District Manager may approve such expenditure.

#### **5.0 DISTRICT MANAGER AND BOARD CHAIR EMERGENCY APPROVAL AUTHORITY.**

**5.1** The District Manager has the discretion to determine whether a situation, event, or circumstance constitutes a bona fide Emergency as set forth under this Policy. In the event of a bona fide Emergency, the District staff shall additionally follow any District Emergency Response Plan adopted by the Board.

**5.2** In the event of an Emergency, the District Manager is in charge of securing an Emergency Authorization, signed by the Chairperson, before an Emergency Approval may be issued. If the Chairperson is unavailable to sign the Emergency Authorization, then the Vice Chairperson may sign. If the Vice Chairperson is unavailable to sign the Emergency Authorization, then another Board Supervisor may sign. The District Manager shall prepare the Emergency Authorization as set forth herein. Following the execution of the Emergency Authorization, the District Manager or Assistant District Manager may make an Emergency Approval of the Emergency Contract or Purchase Order set forth in the Emergency Authorization. Any Emergency Contract or Purchase Order shall be noted in the minutes of the next Board meeting and presented to the Board for ratification at the next Board meeting.

**5.3** In the event that the District Manager, despite best efforts, is unable to obtain or is prevented from obtaining an Emergency Authorization that the District Manager deems necessary as set forth in this policy, to the extent authorized by law, the District agrees to hold the District Manager harmless in the event that such inability (despite best efforts) to secure the Emergency Authorization and take action are challenged legally as being inconsistent with the District Manager's statutory duties set forth in Chapter 190, Florida Statutes.

#### **6.0 APPROVAL AUTHORITY OF OTHER DISTRICT CONTRACTORS OR EMPLOYEES.**

Except for the approval authority of the Board, District Manager as set forth in this Policy and the District's Rules of Procedure, District contractors or employees have no authority to approve or sign a contract or purchase order for goods or services, or a recurring obligation under a contract or purchase order for goods or services, on behalf of the District. Any such approval by such contractor or employee shall constitute an unauthorized approval.

#### **7.0 PROCUREMENT PROCESS FOR PURCHASE OF GOODS AND SERVICES.**

**7.1** To comply with Chapters 190 and 287, Florida Statutes, a District must abide by several procedures if it desires to enter into a contract for the purchase of professional services; insurance; construction;

design-build services; goods, supplies, or materials; contractual services; and maintenance services over statutory bid thresholds. Please refer to the District Rules of Procedure for the processes required when purchases exceed the public procurement threshold.

**7.2** All purchase of goods and services and engagement thereof in excess of the amounts outlined above require approval by the District's Board of Supervisors, except as otherwise stated herein. The District Manager should obtain written proposals from potential vendors and the proposals will then be provided to the District's Board of Supervisors prior to a Board meeting. The District Manager shall secure, whenever possible, a minimum of three written proposals, which shall be the result of written specifications transmitted by mail, electronic format or by facsimile. In those instances when securing three proposals is not practicable, written justification of such shall be provided. When applicable to the proposed project, companies must be properly authorized, licensed and insured to perform the work.

**7.3** Unless an Emergency exists, as defined in this Policy, or the purchase or contract meets the criteria outlined in Sections 3.0 and 4.0 above, the District's Board of Supervisors shall consider and approve a proposal at a Board meeting prior to the execution of a formal agreement. The District Manager should seek District Counsel's review or drafting of a formal agreement once the proposal is approved by the Board of Supervisors.

**7.4** After full execution of a formal agreement, the original agreement should be provided to the District Manager, as the official records custodian of the District.

**7.5** For District Capital Improvement Projects (the "CIP") authorized by the District's Board of Supervisors, the District Engineer shall be advised as to the CIP progress and participate to ensure that the construction and installation of CIP are in accordance with District standards. Projects designed by retained professionals by the District should be inspected by such retained professional and accepted under terms set forth in formal agreement with the District.

## **8.0 POLICY ETHICS.**

**8.1** All District employees and contractors shall abide by the provisions of Chapter 112, *Florida Statutes*, including Section 112.313, pertaining to standards of conduct for public officers.

**8.2** The solicitation or acceptance of gifts or discounts by District employees at any time from contractors or suppliers is prohibited.

**8.3** District employees shall not bid for, enter into, or be in any manner interested in any contract for District purchases or public works, nor shall District employees seek to influence the purchase or a product or service from any proposer.

**8.4** No contract or purchase shall be subdivided to evade the threshold amounts or other requirements of this Policy or other purchasing policies of the District, including the Rules of Procedure. Purchases, orders, or contracts that are subdivided to circumvent this Policy or other purchasing policies of the District shall be considered unauthorized purchases.

## **9.0 SEVERABILITY.**

If any section, paragraph, clause, or provision of this Policy shall be held to be invalid or ineffective for any reason, the remainder of this Policy shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Policy would have been adopted despite the invalidity or ineffectiveness of such section,

paragraph, clause, or provision.

**10.0 INTERPRETATION.**

This Policy shall be interpreted and construed as consistent with Florida law and the District's Rules of Procedures. This Policy shall not be interpreted or construed as restricting, undermining, or contravening the legal authority of the Board or the District.

# EXHIBIT 28

## AGREEMENT

This AGREEMENT is made as of the Effective Date by and between GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Vesta District Services, Inc., 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (the “CDD”), and ESCALANTE – GRAND HAVEN, LLC, a Florida limited liability company, whose mailing address is 1021 Foch Street, Fort Worth, Texas 76107 (the “Club”). The CDD and Club may each be referred to as a “Party” herein and may together be referred to as the “Parties”.

### WITNESSETH:

**WHEREAS**, Club owns the Grand Haven Golf Club, and the CDD owns certain property adjacent to the Club’s clubhouse, including a parking lot, which Club members and invitees use for purposes of Club ingress and egress, and a paved cart path over Parcel K; and

**WHEREAS**, the CDD contends (i) that the Club has no legal right to use a portion of Parcel K improved for golf-bag unloading and for a cart path, and (ii) that the Club’s wrongful access and use of Parcel K puts the CDD at risk for personal injury and property claims resulting from this use; and

**WHEREAS**, the Club, on the other hand, contends (i) that the Club has a right of easement which permits its use of the improvements on Parcel K (the “Access Dispute”), and (ii) that the easement protects the CDD from personal injury and property claims resulting from this use; and

**WHEREAS**, while the Club and CDD continue their discussions related to a resolution of the Access Dispute, the Club has agreed to provide the CDD comfort related to its concern regarding protection from personal injury and property claims resulting from the Club’s use of a portion of Parcel K.

**NOW, THEREFORE**, for and in consideration of the mutual promises and agreements herein stated and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CDD and Club agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Term**. This Agreement shall commence upon the date upon which both Parties have executed this Agreement (the “Effective Date”) and continue thereafter until the earlier of (i) the date of resolution of the Access Dispute, or (ii) sixty (60) days after the date upon which either Party shall provide written notice to the other Party of its desire to terminate.
3. **Hold Harmless; Sovereign Immunity**. To the extent that another, prior easement or other access and usage agreement does not provide the CDD with the indemnity protection from the Club provided in this Section 3, the Club does hereby indemnify and hold harmless the CDD and its employees, agents, guests, invitees, officers and directors from and against claims, demands, liability, judgments, awards, fines, losses, damages, expenses, charges or costs of any kind or character, including reasonable attorney’s fees and court costs, incurred as a result of, or

arising from, a personal injury or property damage claim brought by a Club member, Club member guest, Club invitee, or Club employee or agent resulting from the Club's use of property owned by the CDD, including the Parking Easement area and Parcel K. Nothing herein is intended to constitute a waiver of CDD's sovereign immunity except to the limited extent provided in §768.28, Fla. Stat., and the limit of CDD's liability established by §768.28, Fla. Stat. shall apply in any and every instance, regardless of whether the theory of liability sounds in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

4. **Insurance.** Club shall maintain the following insurance coverages during the continuation of this Agreement:

A. Comprehensive General Liability covering all operations, including legal liability, automobile liability and completed operations/products liability, with minimum limits of \$2,000,000 combined single limit occurrence;

B. Workers compensation insurance in a form and in amounts prescribed by the laws of the State of Florida.

The insurance required to be maintained by Club pursuant to this Agreement shall be primary and non-contributory with respect to any insurance or self-insurance maintained by CDD. In the event of a claim, loss, or damage for which the Club has indemnified the CDD under Section 3, the Club's insurance shall respond first and pay up to the full limits of the coverage available, regardless of whether CDD maintains other valid and collectible insurance that would otherwise cover the claim, loss, or damage. CDD shall be an additional named insured on the Club's insurance policies with respect to this coverage. The Insurance required herein shall specifically include coverage for loss or liability arising from Club members, invitees, employees, agents use of the CDD parking lot.

5. **CDD Access to Club Property.** CDD and Club acknowledge that certain CDD maintained stormwater pipes run beneath the Club's property and that stormwater ponds maintained by the CDD are located on Club's property. CDD and the Club acknowledge that the CDD from time to time may need to access to the Club's property for the purpose of maintenance and repair of the stormwater pipes and ponds and may, from time to time, require access through cart paths and driveways adjacent to the clubhouse to provide maintenance to the Esplanade, the fishing pier and other property owned by CDD. The Parties agree that in the event that the CDD requires access for maintenance and repair, the CDD will request an access time at least three (3) business days in advance. The Club will use its best business efforts to grant the CDD access on the date and at the time requested unless that place and time would disruption of Club activities. In such event, the Club will offer the CDD alternative times. The Club will respond to any CDD request within one (1) business day of receipt. The CDD does hereby indemnify and hold harmless the Club and its employees, agents, guests, invitees, officers and directors from and against claims, demands, liability, judgments, awards, fines, losses, damages, expenses, charges or costs of any kind or character, including reasonable attorney's fees and court costs, incurred as a result of, or arising from, a personal injury or property damage claim of a CDD employee or agent resulting from the CDD's maintenance and repair of the stormwater pipes and ponds. Nothing herein is intended to constitute a waiver of CDD's sovereign immunity except to the limited extent provided in §768.28, Fla. Stat., and the limit of CDD's liability established by §768.28, Fla. Stat. shall apply

in any and every instance, regardless of whether the theory of liability sounds in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

6. **Attorneys' Fees.** If it shall be necessary for either party to enforce this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs from the non-prevailing party, including any costs and fees incurred before trial, during trial, on appeal or in any bankruptcy, receivership or similar proceedings.

7. **Notice.** All notices required or permitted hereunder shall be given in writing and deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, certified or registered, or the next business day after being deposited with a recognized overnight delivery service, addressed as set forth above in the first paragraph of this Agreement (or to such other person or such other address of which either party shall have given written notice as provided herein).

8. **Access Dispute.** The Parties agree that they will use their best efforts to find an acceptable resolution to the Access Dispute in the first year of this Agreement Term (within one year after the Effective Date). The Parties agree that nothing in this Agreement does address, or is intended to address, any claim or defense of either Party in the Access Dispute and that neither the existence of this Agreement nor its terms shall be used as evidence in support of the claims of either Party. The Parties agree that this Agreement is provided by the Club merely as an accommodation to the CDD while the Parties continue discussions related to resolution of the Access Dispute.

9. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Florida, and any claims or disputes arising herefrom shall be litigated in the appropriate court of the Seventh Judicial Circuit in and for Flagler County, Florida. The Parties expressly waive jury trial in any action relating to this Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The provisions of this Agreement may not be modified, except by a written instrument signed by both Parties. The Parties agree that this Agreement shall not be recorded in the real estate records of Flagler County. Time is of the essence under this Agreement and applicable to each and all its provisions. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect. All descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, CDD and Club have caused this Agreement to be executed in manner and form sufficient to bind them as of the date and year written below each name.

**CDD**

**GRAND HAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CLUB**

**ESCALANTE – GRAND HAVEN, LLC,  
a Florida limited liability company**

By: Escalante Golf LLC,  
a Texas limited liability company  
its Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# EXHIBIT 29



March 18, 2026

Grand Haven Community Development District  
C/O Howard McGaffney  
2 N. Village Pkwy  
Palm Coast, FL 32137

**Re: *Grand Haven Community Traffic Study  
Palm Coast, Florida  
Letter Agreement for Traffic Engineering Services***

Dear Mr. McGaffney:

Mobility and Parking Services LLC (“MAPS” or “the Consultant”) is pleased to submit this letter agreement (the “Agreement”) to Grand Haven Community Development District (“the Client”) for providing traffic engineering services. Our project understanding, scope of services, schedule, and fee are below.

## **PROJECT UNDERSTANDING**

It is our understanding that the Client would like to assess traffic conditions along Marlin Drive at Grand Haven Community. The analysis is to determine the traffic volumes, speed, and street layout. The goal is to provide design options to help eliminate traffic issues related to speeding and vehicles blocking traffic. The Community is also considering implementing a four-way stop at the intersection of Marlin Dr, Sandpiper Ct, and Waterside Pkwy.

## **SCOPE OF SERVICES**

### **Task I: Marlin Drive Roadway Design Analysis**

#### **Task I.1 – Data Collection**

Vehicle speed and traffic volume counts will be conducted at one location over the course of a typical week (7 days).

#### **Task I.2 – Speed Analysis**

The traffic speed data will be analyzed to determine the 50<sup>th</sup> and 85<sup>th</sup> percentile speed. The analysis will follow the guidelines for a vehicle spot speed study in the *FDOT Manual on Uniform Traffic Studies*. This analysis will determine if traffic is regularly speeding.

#### **Task I.3 – Conceptual Roadway Design**

A conceptual roadway design will be developed that shows street modifications, signage, striping, and traffic calming features. If a roadway survey or as-built roadway drawings are available this will be used to develop a conceptual plan. If no survey is available, an aerial image will be applied to develop a conceptual plan.

#### **Task I.4 – Technical Memorandum**

A Technical Memorandum will be developed which summarizes our analysis, conclusions and recommendations with appropriate text, graphics, tables and figures. We will provide a Draft

Memorandum to the Client for review and plan on making up to two (2) edits in response to comments/corrections prior to the submittal of a Final Memorandum.

### **Task I.5 – Meetings and/or Conference Calls**

The Consultant will prepare for and attend meetings at the Client's request. These meetings may consist of meetings and/or conference calls with the project team and/or other regulatory agencies. We have budgeted for an initial kick-off meeting, meeting to discuss the Draft Report, and a Final Report presentation. It is assumed all meetings will be video conference calls. Any additional meetings or in-person meetings would be considered additional services.

## **Task II: Four-Way Stop Analysis**

### **Task II.1 – Data Collection**

Peak-hour turning movement traffic counts will be conducted during the morning and evening peak hours at the intersection of Marlin Dr, Sandpiper Ct, and Waterside Pkwy.

### **Task II.2 – Intersection Capacity Analysis**

Capacity analyses will be conducted to assess the AM and PM peak period traffic as a two-way stop and four-way stop intersection for Marlin Dr, Sandpiper Ct, and Waterside Pkwy. The analysis will determine which intersection design provides the most effective traffic control plan based on delays and queuing.

### **Task II.3 – Technical Memorandum**

A Technical Memorandum will be developed which summarizes our analysis, conclusions and recommendations with appropriate text, graphics, tables and figures. We will provide a Draft Memorandum to the Client for review and plan on making up to two (2) edits in response to comments/corrections prior to the submittal of a Final Memorandum.

### **Additional Services**

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rate of \$225.00 per hour or an agreed upon fixed price. Additional services we can provide include, but are not limited to, the following:

- Additional vehicle speed and volume counts
- Additional meetings
- Construction drawings of the proposed roadway modifications

### **Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by MAPS during the project, including but not limited to the following:

- Roadway survey
- As-built drawings of roadway

### **Schedule**

We will provide our services in an expeditious and orderly manner to meet a mutually agreed upon schedule for the various elements of the project.

**Fee and Billing**

MAPS will perform the Scope of Services described in **Task I (Marlin Drive Roadway Design Analysis)** for the total lump sum fee of **\$5,900.00**.

MAPS will perform the Scope of Services described in **Task II (Four-Way Stop Analysis)** for the total lump sum fee of **\$3,000.00**.

Lump Sum fees will be invoiced monthly based upon the overall percentage of services performed.

MAPS will provide the Scope of Services in Task I.5, for additional meetings beyond what was scoped, on a labor fee plus expense basis, as the requirements of meetings and/or conference calls are difficult to predict. The hourly rate for meetings and conference calls is \$225.00 per hour. The direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

**Closure**

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Mobility and Parking Services LLC., and "Client" shall refer to **Grand Haven Community Development District**.

MAPS, in an effort to expedite invoices and reduce paper waste, offers its clients the option to receive electronic invoices. These invoices come via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please select a billing method from the choices below:

Please email all invoices to

Please copy

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below. We will commence services only after we have received a fully-executed agreement and a \$2,000 retainer. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me at 954-228-0397 if you have any questions.

Very truly yours,

Mobility and Parking Services LLC



David Taxman, P.E.  
CEO

Agreed to this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Grand Haven Community Development District**

By: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

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

(Member or Manager, as authorized)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_, Witness  
(Print or Type Name)

Client's Federal Tax ID: \_\_\_\_\_

Client's Business License No.: \_\_\_\_\_

Client's Street Address: \_\_\_\_\_

Attachment – Request for Information

Attachment – Standard Provisions



**Request for Information**

*Please return this information with your signed contract; failure to provide this information could result in delay in starting your project*

**Client Identification**

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated Owner to <input type="checkbox"/>

**Property Identification**

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

**Property Owner Identification**

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

**Project Funding Identification – List Funding Sources for the Project**


*Attach additional sheets if there are more than 4 parcels or more than 4 owners*

**MOBILITY AND PARKING SERVICES LLC  
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.

(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.

(g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.

(i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of

the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance up to \$500,000, business liability insurance in the amount of \$2,000,000 per claim, and umbrella insurance up to \$1,000,000. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler,

arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

**(15) Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

**(16) No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

**(17) Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

**(18) Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision.

**(19) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**

# EXHIBIT 30

**RESOLUTION 2026-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”), ADOPTING THE FLAGLER COUNTY LOCAL MITIGATION STRATEGY PLAN; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Flagler County Local Mitigation Strategy (LMS) Working Group has updated the countywide strategy to mitigate risks, damages, and costs associated with natural and man-made hazards; and

**WHEREAS**, the LMS supports and integrates with Flagler County’s Comprehensive Emergency Management Plan and aligns with the District’s goals; and

**WHEREAS**, federal and state regulations, including 44 CFR 201.6, Chapter 27P-22, F.A.C., and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, require local governments and eligible organizations to adopt and periodically update mitigation plans to remain eligible for grant funding; and

**WHEREAS**, District has participated in the formal LMS Working Group process and finds the strategy consistent with the strategic goal to operate a risk reduction program; and

**WHEREAS**, the Florida Division of Emergency Management has reviewed the January 2026 update of the Flagler County LMS and found it to be compliant with State and Federal requirements; and

**WHEREAS**, District has participated in the update process and finds the strategy consistent with local mitigation priorities.

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

**SECTION 1.** The foregoing recitals are true and correct and are incorporated herein by reference.

**SECTION 2.** The Flagler County Local Mitigation Strategy, as amended through the date hereof and incorporated by reference, is adopted and declared a workable program for planning, identifying, and implementing hazard mitigation programs, policies, and projects relevant to the organization.

**SECTION 3.** Adoption of the LMS does not, itself, obligate the District to expend local funds for mitigation initiatives. District may pursue mitigation grant funding and other resources

at its discretion and subject to applicable budgetary and legal approvals. District is not required to apply for or accept mitigation grants if doing so is not in its best interest.

**SECTION 4.** The Board of Supervisors, the District Manager, or their designees, are authorized to take all actions necessary to implement this Resolution, including coordinating with Flagler County, submitting documentation required for LMS recognition, and pursuing mitigation funding opportunities consistent with organizational policies.

**SECTION 5.** All resolutions or parts of resolutions in conflict with any provision of this Resolution are hereby repealed to the extent of such conflict.

**SECTION 6.** If any section, sentence, clause, phrase, or portion of this Resolution is held invalid, unlawful, or unconstitutional, such holding shall not affect the validity of the remaining portions of this Resolution.

**SECTION 7.** This Resolution shall take effect immediately upon adoption by the Board of Supervisors.

**PASSED AND ADOPTED THIS 16<sup>th</sup> day of April, 2026.**

**ATTEST:**

**GRAND HAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

# EXHIBIT 31

Year	2027
<b>TOTAL = \$ 804,644</b>	
Row Labels	Sum of Dollar
<b>Café</b>	<b>\$ 23,552</b>
<b>Furniture, Fixtures &amp; Equipment</b>	<b>\$ 6,684</b>
Convection Oven, Dbl - Cafe Kitchen	\$ 6,684
<b>Furnitures, Fixtures &amp; Decor</b>	<b>\$ 16,868</b>
Table - 30" Round metal table with 2 chairs	\$ 4,138
Table - 48" Round metal table with 4 chairs	\$ 12,731
<b>Creekside Amenity Center</b>	<b>\$ 65,419</b>
<b>Fitness Equipment</b>	<b>\$ 20,688</b>
Fitness, Cardio, Treadmill	\$ 20,688
<b>Landscaping</b>	<b>\$ 25,462</b>
Croquet Court, Resurfacing	\$ 25,462
<b>Pools, Water Features &amp; Equipment</b>	<b>\$ 19,270</b>
Electronics, Sound System - Amenity Center	\$ 19,270
<b>Grand Haven Common Areas</b>	<b>\$ 659,802</b>
<b>Allowance</b>	<b>\$ 172,000</b>
Infrastructure Repairs-Stormwater System	\$ 100,000
Pond Bank Reinforcement	\$ 35,000
Lake Aerator (Annual) Ponds, 1, 2, 4, 5, 6, 9 , 11, 14, 20, 24, 25, 25, 36, 37,	\$ 37,000
<b>Mailboxes</b>	<b>\$ 18,884</b>
Mailbox Lakeside Dr.	\$ 9,442
Mailbox S. Waterview Dr.	\$ 9,442
<b>Paving</b>	<b>\$ 468,918</b>
Road Resurfacing Project 2027	\$ 389,350
Road Resurfacing Project-Curbs and Gutters-Prework	\$ 79,568
<b>Village Center</b>	<b>\$ 55,871</b>
<b>Electronics</b>	<b>\$ 19,270</b>
Electronics, Sound System for Pool Area	\$ 19,270
<b>Landscaping</b>	<b>\$ 7,957</b>
Croquet Court, Resurfacing	\$ 7,957
<b>Pools, Water Features &amp; Equipment</b>	<b>\$ 28,644</b>
Pool Equipment, Handicap Lift	\$ 28,644
<b>Grand Total</b>	<b>\$ 804,644</b>