



Rizzetta & Company

Greyhawk Landing Community Development District

Board of Supervisors' Meeting

February 22, 2024

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

www.greyhawkcdd.org

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

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

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

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

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

February 15, 2024

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

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Greyhawk Landing Community Development District will be held on **Thursday, February 22, 2024, at 6:00 p.m.** at the Greyhawk Landing Clubhouse, located at 12350 Mulberry Avenue, Bradenton, Florida 34212. The following is the revised agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS & UPDATES**
 - A. Aquatic Maintenance
 - B. Landscape Maintenance
 - C. District Engineer..... **Tab 1**
 1. Consideration of Vegetation Removal Proposals
 2. Consideration of Sidewalks and Nature Trail Proposals
 3. Consideration of Striping Repair Proposals
 4. Consideration of Signage Repair Proposals
 - D. Field Manager Tab 2
 - E. District Counsel
 - F. District Manager
 1. Review of Monthly Financial Statements Tab 3
 2. DM Report Tab 4
- 4. CONTINUED BUSINESS ITEMS**
 - A. Update Regarding Gate Installation Project and RFID Distribution
 - B. Consideration of Lamppost Painting Proposal Tab 5
 - C. Discussion and Consideration of Classic Marcite, Inc Proposal for Rec Pool Renovation Tab 6
 - D. Consideration of Crosscreek Environmental Inc Proposal for Mechanical Excavation of Pond #37 Tab 7
- 5. BUSINESS ITEMS**
 - A. Consideration of Crosscreek Environmental Inc Proposal for Aeration Systems for Ponds 8, 9, and 38 Tab 8
 - B. Review of RFQ Draft Tab 9
 - C. Consideration of Power Washing Proposals..... Tab 10
 - D. Discussion and Consideration of FitRev Proposal for Weights Tab 11
- 6. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on January 25, 2024, Tab 12
 - B. Ratification of the Operations and Maintenance Expenditures for the Month of January 2024 Tab 13

- 7. **SUPERVISOR REQUESTS**
- 8. **ADJOURNMENT**

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

Respectfully,
Belinda Blandon
Belinda Blandon
District Manager

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

Tab 1

Exhibit "A"

Greyhawk CDD Vegetation Removal

Bid Tabulation Form 2.9.24

				Crosscreek Environmental		Admiral Environmental	
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total
1*	Magpie Place- clear 20' x 20' of vegetation downstream of headwalls and within channel to ensure positive flow and no blockages	1	LS	1,200.00	1,200.00	1,700.00	1,700.00
2*	Cut 20' long swale west of inlet next to Playground. Swale to have 1' flat bottom and 1:4 side slopes. Sod slope when completed with bahia sod.	1	LS	2,450.00	2,450.00	3,200.00	3,200.00
3*	Clear 10' downstream and on both sides of MES located behind Lots 281 & 282 on Chantilly Trail	1	LS	650.00	650.00	1,662.50	1,662.50
4	Remove debris from outfall structure from Pond 18 and clear vegetation 10' around structure.	1	LS	550.00	550.00	1,625.00	1,625.00
5	Miscellaneous cleanup and work	1	LS	0.00	0.00	150.00	150.00
Total				\$4,850.00		\$8,337.50	

**Contractor to use Garlan or similar product to apply to all areas to help prevent future growth*

Exhibit "A"

Greyhawk Sidewalk & Nature Trail Repairs Bid Tabulation Form 2.2.24							
				Infinity Construction			
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total
	SIDEWALK AREAS						
1*	Grinds and re-grinds of raised 5' wide sidewalk joint	145	EA	50.00	7,250.00		
2**	Remove and replace 5' wide sidewalk	237	LF	57.50	13,627.50		
3	Furnish & Install missing 2' x 5' ADA Handicap Ramp Mat on Honeyflower Loop.	1	EA	250.00	250.00		
4	Install 12" wide by 4" thick sidewalk flume	1	EA	100.00	100.00		
	NATURE TRAIL AREAS						
5	Grinds and re-grinds of raised 5' wide sidewalk joint	2	EA	50.00	100.00		
6	Grinds and re-grinds of raised 6' wide sidewalk joint	11	EA	55.00	605.00		
7	Remove and replace 5' wide sidewalk including backfilling of any undermined areas.	16.5	LF	78.00	1,287.00		
8	Remove and replace 6' wide sidewalk including backfilling of any undermined areas.	46.5	LF	82.00	3,813.00		
9	Cut approximately 3' long swale behind lot 285 on Chantilly. Swale to have 1' wide flat bottom with 1:4 sides slopes.	1	LS	150.00	150.00		
10	Cut approximately 20' long swale behind lot 18 on Petrel Trail. Swale to have 1' wide flat bottom with 1:4 sides slopes.	1	LS	800.00	800.00		
11	Cut approximately 20' long swale behind lot 24 on Rven Terrace. Swale to have 1' wide flat bottom with 1:4 sides slopes.	1	LS	800.00	800.00		
12	Cut approximately 40' long swale behind lot 25 on Raven Terrace. Swale to have 1' wide flat bottom with 1:4 sides slopes.	1	LS	1,400.00	1,400.00		
13	Cut approximately 50' long "T" (2 legs) swales behind lot 30 on Petrel Trail. Swale to have 1' wide flat bottom with 1:4 sides slopes.	1	LS	2,500.00	2,500.00		
14	Miscellaneous cleanup and work	1	LS	0.00	0.00		
ALTERNATE ITEMS							
15	Replace Remainder of ADA Mat at Clubhouse	1	LS	950.00	950.00		
16	Add Missing ADA Mat	1	LS	250.00	250.00		
Total				\$33,882.50			

*Item 1 Grind 6" for every 1/2" drop

2** includes tree *root* removals

Exhibit "A"

Greyhawk Striping Repairs

Bid Form 1.22.24

				JJ Pavement Markings		McShea Contracting	
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total
1	Thermoplastic 24" Stop Bars	338	LF	4.75	1,605.50	7.92	2,676.96
2	Thermoplastic 12" Crosswalks	2,273	LF	2.70	6,137.10	3.96	9,001.08
3	Thermoplastic Left Turn Arrows	6	EA	55.00	330.00	68.00	408.00
4	Thermoplastic Right Turn Arrows	5	EA	55.00	275.00	68.00	340.00
5	Thermoplastic Right/Straight Turn Arrows	1	EA	100.00	100.00	115.00	115.00
6	Add Thermoplastic Straight Arrow to Existing Right Turn Arrow on Natureview	1	EA	55.00	55.00	55.00	55.00
7	Miscellaneous cleanup and work	1	LS	0.00	0.00	1,125.00	1,125.00
Total				\$8,502.60		\$13,721.04	

Exhibit "A"

Greyhawk Signage Repairs

Bid Tabulation Form 2.9.24

				Fast Signs		Creative Sign Design	
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total
1	30" Stop Sign Face (furnish & install)	2	EA	133.86	267.72	204.00	408.00
2	Remove Existing sign post and replace with 3" fluted aluminum post with R3 Finial and replace existing signage to meet MUTCD standards (7' high to sign). Post to be powder coated black.	32	EA	622.15	19,908.80	831.00	26,592.00
3	Straighten Leaning/Rotated Signs	10	EA	75.00	750.00	102.00	1,020.00
4	Remove Existing "3-WAY" signs and replace with 6" x 18" "ALL-WAY" signs (R1-3P)	21	EA	53.03	1,113.63	121.00	2,541.00
5	Remove 20 MPH sign and raise No Outlet sign on post at Petunia Terrace & Ragdoll Run	1	LS	75.00	75.00	93.00	93.00
6	Replace Faded 12" x 24" "DEAD END" sign with (W14-1a) 36"x 8", with Right arrow	1	EA	136.40	136.40	169.00	169.00
7	Replace Faded 12" x 24" "DEAD END" sign with (W14-1a) 36"x 8", with Left arrow	1	EA	136.40	136.40	169.00	169.00
8	Miscellaneous cleanup and work	1	EA	150.00	150.00	2,791.00	2,791.00
Total				\$22,537.95			\$33,783.00

Tab 2



GREYHAWK LANDING
GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT
FIELD MANAGER MONTHLY REPORT

Andrew Davis – February 22, 2024

Aquatics - Lakes & Ponds Update:

As of 2/6/24:

Cross Creek has cleaned up areas of the nature trail next to wetland #10, and in between wetland #15 & #16.

Pond #22 received attention on the west side of the pond. Bushhogging and debris removal including invasive vegetation and vines.

Nature trail starting at Ragdoll Run East on the Chantilly Trail received clean up to the conservation buffer zone, the removal and disposal of dead and invasive vegetation was performed.

Items to be addressed by Cross creek that are pending: Bottom based aeration system on pond #8, #9, and #38.

Yellowstone Landscape Update

Meetings held on: 2/7 & 2/14 & 2/21

As of 2/5/24:

Items to be addressed by Yellowstone that are pending:

- De-mossing of trees – process started Jan 3rd – still on-going
- String trim around lake edges

Main Gate Update:

As of January 31, 2024

Brooke Knight met with me on site at the 117th ST entrances to go over boundary markers for pedestrian gates.

Several attempts to contact Main Gate has been unsuccessful, messages have been left with no return phone call. I have asked for scheduled for upcoming days and weeks for work to continue.

An engineer was required to sign off on new drawings for the post fittings. No word back yet (01/12/24)

As of 02/13/2024 – Brooke responded to a text message that I sent (after multiple phone calls asking for a return call)

In my text message, I asked that Brooke provide me with an answer to the question: “When can we expect boring company to start the projected amount of work?” Brook replied that they will be out the next day, and at a MINIMUM of once per week.

Since it would be the first time that main gate or a boring company would be here prior to DEC. 22nd, I didn’t push back too much, but stated that anytime maingate is onsite, to communicate to me. My final text said “ Put Greyhawk on the schedule immediately. (Its time to start moving)”

Tentative completion date is 5/15/24

<i>GATES THAT NEED BORING:</i>	<i>GATES COMPLETED WITH BORING:</i>
Upper Manatee	Geranium
Harriers	Brambling
Front gate	
Rosemary	
Goldenrod	

Pavement Technologies/ Reclimate Project:

As of 2/6:

Mark from PTI was on site with street sweeper on both Monday (2/5) and Tuesday (2/6).

As of Monday Feb. 12th, there are approximately 5 or 6 driveways or garage floors remaining (out of 20+) that still have tire tracks that need to be cleaned up.

CDD Facilities Update:

Operations/Maintenance Accomplishments for the month of Feb 2024:

- A meeting with Jan Pro was held on 1/31 to discuss the new crew assigned to cleaning our facilities. Cleaning scheduled has continued to be Monday nights and Thursday nights, unless an event is occurring. Backup time would be the following business day. So far so good.
Two other companies will still be on back burner in case Jan Pro failed in their commitment.

Recreation Center	Mulberry Clubhouse
Timer at tennis courts fixed and basketball timer sealed with new compartment installed.	Camera system at pickleball installed on 2/3 & completed on 2/4.
Elliptical delivered 2/1	

Pending Items

Recreation Center	Mulberry Clubhouse
Toilet in Girls Cabana is being fixed (not working) handle to flush is broken on inside of tank	
Outdoor water bottle fill station not operational.	

Maintenance and Operations

Pending Projects Update:

- Sidewalks need to be grinded down
- Homes located along Blackbird Court have several areas of minor erosion. These areas need to be looked at and a plan to correct the erosion should be implemented.

Recommendations for the Board of Supervisors:

Tab 3



Rizzetta & Company

Greyhawk Landing Community Development District

**Financial Statements
(Unaudited)**

January 31, 2024

Prepared by: Rizzetta & Company, Inc.

greyhawkcdd.org
rizzetta.com

Greyhawk Landing Community Development District

Balance Sheet

As of 01/31/2024

(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Capital Project Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
Assets							
Cash In Bank	1,034,092	0	62,294	0	1,096,385	0	0
Investments	514,281	1,859,204	932,055	1,884,758	5,190,299	0	0
Accounts Receivable	111,383	0	50,449	0	161,832	0	0
Prepaid Expenses	346	0	0	0	346	0	0
Refundable Deposits	9,130	0	0	0	9,130	0	0
Due From Other	67,817	0	0	0	67,817	0	0
Fixed Assets	0	0	0	0	0	28,430,075	0
Amount Available in Debt Service	0	0	0	0	0	0	1,044,798
Amount To Be Provided Debt Service	0	0	0	0	0	0	9,663,202
Total Assets	1,737,049	1,859,204	1,044,798	1,884,758	6,525,809	28,430,075	10,708,000
Liabilities							
Accounts Payable	15,595	28,088	0	0	43,683	0	0
Accrued Expenses	9,208	0	0	0	9,208	0	0
Other Current Liabilities	24	0	0	0	24	0	0
Due To Other	0	4,841	0	62,976	67,817	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	0	10,708,000
Deposits Payable	1,625	0	0	0	1,625	0	0
Total Liabilities	26,452	32,929	0	62,976	122,357	0	10,708,000
Fund Equity & Other Credits							
Beginning Fund Balance	399,364	1,599,143	234,076	1,818,078	4,050,661	0	0
Investment In General Fixed Assets	0	0	0	0	0	28,430,075	0
Net Change in Fund Balance	1,311,233	227,132	810,722	3,703	2,352,791	0	0
Total Fund Equity & Other Credits	1,710,597	1,826,275	1,044,798	1,821,781	6,403,452	28,430,075	0
Total Liabilities & Fund Equity	1,737,049	1,859,204	1,044,798	1,884,758	6,525,809	28,430,075	10,708,000

See Notes to Unaudited Financial Statements

Greyhawk Landing Community Development District

Statement of Revenues and Expenditures

As of 01/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 01/31/2024	Year To Date 01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	764	(764)
Special Assessments				
Tax Roll	1,877,073	1,877,073	1,893,714	(16,641)
Other Misc. Revenues				
Miscellaneous Revenue	0	0	1,897	(1,897)
Total Revenues	1,877,073	1,877,073	1,896,375	(19,302)
Expenditures				
Legislative				
Supervisor Fees	9,600	3,200	2,800	400
Total Legislative	9,600	3,200	2,800	400
Financial & Administrative				
Accounting Services	20,550	6,850	6,850	0
Administrative Services	4,867	1,622	1,622	0
Arbitrage Rebate Calculation	1,000	500	0	500
Assessment Roll	5,408	5,408	5,408	0
Auditing Services	3,650	0	0	0
Bank Fees	0	0	139	(139)
Disclosure Report	1,000	1,000	0	1,000
District Engineer	40,000	13,333	11,615	1,718
District Management	24,336	8,112	8,112	0
Dues, Licenses & Fees	175	175	175	0
Financial & Revenue Collections	4,326	1,442	1,442	0
Legal Advertising	2,300	767	255	512
Miscellaneous Mailings	1,000	333	0	333
Public Officials Liability Insurance	3,655	3,655	3,458	197
Trustees Fees	11,530	6,223	5,877	346
Website Hosting, Maintenance, Backup & E	4,418	2,497	2,497	0
Total Financial & Administrative	128,215	51,918	47,451	4,467
Legal Counsel				
District Counsel	41,000	13,666	10,476	3,190
Total Legal Counsel	41,000	13,666	10,476	3,190
Security Operations				
FHP Patrol	27,500	9,167	4,620	4,547
Guard & Gate Facility Maintenance & Repa	5,500	1,833	7,909	(6,075)
Security Camera Maintenance	6,100	2,034	1,931	102
Security Monitoring Services	7,640	2,546	1,237	1,309

See Notes to Unaudited Financial Statements

Greyhawk Landing Community Development District

Statement of Revenues and Expenditures

As of 01/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 01/31/2024	Year To Date 01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Security Services & Patrols	324,492	108,164	110,820	(2,656)
Total Security Operations	371,232	123,744	126,517	(2,773)
Electric Utility Services				
Utility - Recreation Facilities	47,300	15,767	18,440	(2,673)
Utility - Street Lights	10,100	3,366	3,808	(442)
Utility Services	32,000	10,667	9,166	1,501
Total Electric Utility Services	89,400	29,800	31,414	(1,614)
Gas Utility Service				
Utility Services	200	67	69	(1)
Total Gas Utility Service	200	67	69	(1)
Garbage/Solid Waste Control Services				
Garbage - Recreation Facility	7,600	2,533	4,025	(1,492)
Total Garbage/Solid Waste Control Services	7,600	2,533	4,025	(1,492)
Water-Sewer Combination Services				
Utility Services	17,000	5,667	8,551	(2,884)
Total Water-Sewer Combination Services	17,000	5,667	8,551	(2,884)
Stormwater Control				
Aquatic Maintenance	46,440	15,480	15,596	(117)
Aquatic Plant Replacement	3,000	1,000	0	1,000
Fountain Service Repair & Maintenance	4,500	1,500	0	1,500
Lake/Pond Bank Maintenance & Repair	5,000	1,667	0	1,667
Midge Fly Treatments	10,000	3,333	0	3,333
Stormwater System Maintenance	4,500	1,500	0	1,500
Wetland Invasive Areas Maintenance	25,500	8,500	6,935	1,565
Wetland Monitoring & Maintenance	13,120	4,373	0	4,373
Total Stormwater Control	112,060	37,353	22,531	14,822
Other Physical Environment				
Employee - Salaries	207,678	69,226	50,958	18,267
Employee - Workers Comp	0	0	850	(850)
Entry & Walls Maintenance & Repair	4,000	1,333	0	1,333
Fire Ant Treatment	8,000	2,667	0	2,667
General Liability Insurance	4,677	4,677	3,772	905
Holiday Decorations	15,000	15,000	15,000	0
Irrigation Maintenance	28,200	9,400	4,752	4,648
Landscape - Annuals/Flowers	17,500	5,833	9,987	(4,154)
Landscape - Mulch	40,000	13,334	0	13,333
Landscape Inspection Services	3,600	1,200	800	400
Landscape Maintenance	371,947	123,982	131,712	(7,730)
Landscape Replacement Plants, Shrubs, Tr	50,000	16,667	16,433	234

See Notes to Unaudited Financial Statements

Greyhawk Landing Community Development District

Statement of Revenues and Expenditures

As of 01/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 01/31/2024	Year To Date 01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Property Insurance	22,340	22,340	23,399	(1,059)
Tree Trimming Services	10,000	3,333	5,685	(2,352)
Total Other Physical Environment	782,942	288,992	263,348	25,643
Road & Street Facilities				
Gate Maintenance & Repair	12,000	4,000	0	4,000
Parking Lot Repair & Maintenance	1,500	500	0	500
Roadway Repair & Maintenance	2,500	833	0	833
Sidewalk Maintenance & Repair	15,000	5,000	3,325	1,675
Street Light/Decorative Light Maintenan	30,000	10,000	10,689	(689)
Street Sign Repair & Replacement	5,000	1,667	0	1,667
Total Road & Street Facilities	66,000	22,000	14,014	7,987
Parks & Recreation				
Athletic Court/Field/Playground Maintena	3,000	1,000	1,825	(825)
Basketball Court Maintenance & Supplies	3,000	1,000	0	1,000
Cable & Internet	13,704	4,568	4,897	(329)
Clubhouse Janitorial Services	11,108	3,703	3,086	616
Dock Repairs and Maintenance	3,000	1,000	0	1,000
Facility Supplies	19,500	6,500	1,084	5,417
Fitness Equipment Maintenance & Repair	7,500	2,500	4,708	(2,209)
Maintenance & Repairs	39,500	13,167	13,020	147
Office Supplies	4,500	1,500	684	816
Pest Control & Termite Bond	1,700	567	395	172
Playground Equipment & Maintenance	2,000	666	41	625
Pool Repairs	33,000	11,000	7,160	3,841
Pool Service Contract	46,200	15,400	15,400	0
Pool/Water Park/Fountain Maintenance	1,000	333	0	333
Tennis Court Maintenance & Supplies	5,000	1,667	0	1,667
Vehicle Maintenance	3,112	1,037	1,946	(909)
Total Parks & Recreation	196,824	65,608	54,245	11,362
Contingency				
Capital Projects	25,000	8,333	0	8,334
Miscellaneous Contingency	30,000	10,000	850	9,150
Total Contingency	55,000	18,333	850	17,484
Total Expenditures	1,877,073	662,882	586,292	76,591
Total Excess of Revenues Over(Under) Expen- ditures	0	1,214,191	1,310,083	(95,892)
Total Other Financing Sources(Uses)				
Prior Year AP Credit				

See Notes to Unaudited Financial Statements

Greyhawk Landing Community Development District

Statement of Revenues and Expenditures

As of 01/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 01/31/2024	Year To Date 01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Prior Year A/P Credits	0	0	1,150	(1,150)
Total Other Financing Sources(Uses)	0	0	1,150	(1,150)
Fund Balance, Beginning of Period	0	0	399,364	(399,364)
Total Fund Balance, End of Period	0	1,214,191	1,710,597	(496,406)

Greyhawk Landing Community Development District

Statement of Revenues and Expenditures

As of 01/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 01/31/2024	Year To Date 01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	17,463	(17,463)
Special Assessments				
Tax Roll	270,000	270,000	270,000	0
Total Revenues	<u>270,000</u>	<u>270,000</u>	<u>287,463</u>	<u>(17,463)</u>
Expenditures				
Contingency				
Capital Reserve	270,000	270,000	61,702	208,298
Total Contingency	<u>270,000</u>	<u>270,000</u>	<u>61,702</u>	<u>208,298</u>
Total Expenditures	<u>270,000</u>	<u>270,000</u>	<u>61,702</u>	<u>208,298</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>225,761</u>	<u>(225,761)</u>
Total Other Financing Sources(Uses)				
Gain or Loss on Investments				
Unrealized Gain/Loss on Investments	0	0	1,370	(1,370)
Total Gain or Loss on Investments	<u>0</u>	<u>0</u>	<u>1,370</u>	<u>(1,370)</u>
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>1,370</u>	<u>(1,370)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>1,599,144</u>	<u>(1,599,144)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>1,826,275</u>	<u>(1,826,275)</u>

985 Debt Service Fund S2021 Refund **Greyhawk Landing Community Development District**

Statement of Revenues and Expenditures

As of 01/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 01/31/2024	Year To Date 01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	1,415	(1,415)
Special Assessments				
Tax Roll	354,900	354,900	357,614	(2,714)
Total Revenues	<u>354,900</u>	<u>354,900</u>	<u>359,029</u>	<u>(4,129)</u>
Expenditures				
Debt Service				
Interest	61,900	61,900	32,110	29,790
Principal	293,000	293,000	0	293,000
Total Debt Service	<u>354,900</u>	<u>354,900</u>	<u>32,110</u>	<u>322,790</u>
Total Expenditures	<u>354,900</u>	<u>354,900</u>	<u>32,110</u>	<u>322,790</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>326,919</u>	<u>(326,919)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>62,810</u>	<u>(62,810)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>389,729</u>	<u>(389,729)</u>

See Notes to Unaudited Financial Statements

985 Debt Service Fund S2013/S2023 **Greyhawk Landing Community Development District**

Statement of Revenues and Expenditures

As of 01/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 01/31/2024	Year To Date 01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	1,270	(1,270)
Special Assessments				
Tax Roll	305,910	305,910	308,249	(2,340)
Total Revenues	<u>305,910</u>	<u>305,910</u>	<u>309,519</u>	<u>(3,610)</u>
Expenditures				
Debt Service				
Interest	189,910	189,910	96,293	93,617
Principal	116,000	116,000	0	116,000
Total Debt Service	<u>305,910</u>	<u>305,910</u>	<u>96,293</u>	<u>209,617</u>
Total Expenditures	<u>305,910</u>	<u>305,910</u>	<u>96,293</u>	<u>209,617</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>213,226</u>	<u>(213,226)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>117,917</u>	<u>(117,917)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>331,143</u>	<u>(331,143)</u>

See Notes to Unaudited Financial Statements

Greyhawk Landing Community Development District

Statement of Revenues and Expenditures

As of 01/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 01/31/2024	Year To Date 01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	1,065	(1,065)
Special Assessments				
Tax Roll	311,771	311,771	314,154	(2,384)
Total Revenues	<u>311,771</u>	<u>311,771</u>	<u>315,219</u>	<u>(3,449)</u>
Expenditures				
Debt Service				
Interest	86,771	86,771	44,642	42,129
Principal	225,000	225,000	0	225,000
Total Debt Service	<u>311,771</u>	<u>311,771</u>	<u>44,642</u>	<u>267,129</u>
Total Expenditures	<u>311,771</u>	<u>311,771</u>	<u>44,642</u>	<u>267,129</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>270,577</u>	<u>(270,577)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>53,349</u>	<u>(53,349)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>323,926</u>	<u>(323,926)</u>

Greyhawk Landing Community Development District

Statement of Revenues and Expenditures

As of 01/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 01/31/2024	Year To Date 01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	33,728	(33,728)
Total Revenues	0	0	33,728	(33,728)
Expenditures				
Other Physical Environment				
Improvements Other Than Buildings	0	0	30,024	(30,025)
Total Other Physical Environment	0	0	30,024	(30,025)
Total Expenditures	0	0	30,024	(30,025)
Total Excess of Revenues Over(Under) Expenditures	0	0	3,704	(3,704)
Fund Balance, Beginning of Period	0	0	1,818,077	(1,818,077)
Total Fund Balance, End of Period	0	0	1,821,781	(1,821,781)

Greyhawk Landing CDD
Investment Summary
January 31, 2024

<u>Account</u>	<u>Investment</u>	<u>Balance as of</u> <u>January 31, 2024</u>
The Bank of Tampa	Money Market	\$ 247,025
The Bank of Tampa ICS Program:		
Ameris Bank	Money Market	247,117
First Horizon Bank	Money Market	10
Veritex Community Bank	Money Market	20,129
Total General Fund Investments		\$ 514,281
FL CLASS General Fund Reserve - Enhanced Cash	FL Class General Fund Reserve - Enhanced Cash - 5.4684% Monthly	\$ 717,370
The Bank of Tampa ICS Program Capital Reserve:		
East Weest Bank	Money Market	247,473
First Horizon Bank	Money Market	198
MapleMark Bank	Money Market	171,803
Pinnacle Bank	Money Market	247,473
Veritex Community Bank	Money Market	11,605
Western Alliance Bank	Money Market	247,474
The Bank of Tampa ICS Program Road Reserve:		
First Horizon Bank	Money Market	116
Veritex Community Bank	Money Market	215,692
Total Reserve Fund Investments		\$ 1,859,204
US Bank S2021 Refunding - Revenue	US Bank Money Market Ct	\$ 348,589
US Bank S2021 Prepayment	US Bank Money Market Ct	927
US Bank S2021 Revenue	US Bank Money Market Ct	286,858
US Bank S2023 Interest	US Bank Money Market Ct	1,884
US Bank S2023 Revenue	US Bank Money Market Ct	293,797
Total Debt Service Fund Investments		\$ 932,055
US Bank S2021 Acquisition & Construction	US Bank Money Market Ct	\$ 1,884,758
Total Capital Projects Fund Investments		\$ 1,884,758

Greyhawk Landing Community Development District
Summary A/R Ledger
From 01/1/2024 to 01/31/2024

	Fund_ID	Fund Name	Customer	Invoice Number	AR Account	Date	Balance Due
985, 2776							
	985-001	985 General Fund	Manatee County Tax Collector	AR00001521	12110	10/01/2023	111,383.13
Sum for 985, 2776							111,383.13
985, 2778							
	985-200	985 Debt Service Fund S2021 Re- fund	Manatee County Tax Collector	AR00001521	12110	10/01/2023	18,409.16
Sum for 985, 2778							18,409.16
985, 2779							
	985-201	985 Debt Service Fund S2013/S2023	Manatee County Tax Collector	AR00001521	12110	10/01/2023	15,867.97
Sum for 985, 2779							15,867.97
985, 2780							
	985-202	985 Debt Service Fund S2021	Manatee County Tax Collector	AR00001521	12110	10/01/2023	16,171.99
Sum for 985, 2780							16,171.99
Sum for 985							161,832.25
Sum Total							161,832.25

See Notes to Unaudited Financial Statements

Greyhawk Landing Community Development District
Summary A/P Ledger
From 01/1/2024 to 01/31/2024

	Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
985, 2776						
	985 General Fund	01/22/2024	Cintas Fire Protection	0F32151047	Alarm Repair & Maintenance 01/24	868.42
	985 General Fund	01/01/2024	Frontier Florida, LLC	210-141-0055-031323	Internet & Phone 01/24	774.22
	985 General Fund	01/08/2024	Frontier Florida, LLC	941-747-0647-040523	Phone & Internet 01/24	57.64
	985 General Fund	01/31/2024	Main Gate Enterprises, Inc.	34657	Service Call 01/24	229.93
	985 General Fund	01/04/2024	Main Gate Enterprises, Inc.	34556	Service Call 12/23	1,045.88
	985 General Fund	01/19/2024	Main Gate Enterprises, Inc.	34629	Service Call 01/24	200.00
	985 General Fund	01/31/2024	Nostalgic Lampposts & Mailboxes Plus, Inc.	2033	Install LED Bulb 500K 01/24	316.00
	985 General Fund	01/31/2024	Persson, Cohen & Mooney, P.A.	4666	Legal Services 01/24	2,456.50
	985 General Fund	01/31/2024	Rizzetta & Company, Inc.	INV0000087189	Cell Phone & Mileage 01/24	135.55
	985 General Fund	01/24/2024	State Alarm, Inc.	241936	Compass 2 Door Board 01/24	4,172.50
	985 General Fund	01/10/2024	TECO Peoples Gas	211012697549 12/23	12350 Mulberry Ave 12/23	19.06
	985 General Fund	01/01/2024	Universal Access, LLC	AAAI2039	Gate Maintenance 10/23	1,343.14
	985 General Fund	01/01/2024	Universal Access, LLC	AAAI2038	Gate Maintenance 10/23	713.00
	985 General Fund	01/15/2024	Yellowstone Landscape	SS 646655 ACH	Landscape Enhancement 01/24	185.00
	985 General Fund	01/29/2024	Yellowstone Landscape	SS 649610 ACH	Fert/Chemicals 01/24	3,078.52
Sum for 985, 2776						15,595.36
985, 2777						
	985 Reserve Fund	01/24/2024	FitRev, Inc.	30469	Gym Floor - Final Payment 01/24	3,448.00
	985 Reserve Fund	01/30/2024	Florida Patio Furniture, Inc.	74487	Patio Furniture 50% Deposit 01/24	13,255.50
	985 Reserve Fund	01/30/2024	Florida Patio Furniture, Inc.	74488	Patio Furniture 50% Deposit 01/24	11,384.50
Sum for 985, 2777						28,088.00
Sum for 985						43,683.36
Sum Total						43,683.36

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS SERIES 2021**

Construction Account Activity Through January 31, 2024

Inflows:	Debt Proceeds	\$ 3,844,216.91
	Total Bond Proceeds:	3,844,216.91
	Interest Earnings	69,372.88
	SFWMD Deposit	13,215.00
	Total Inflows:	\$ 3,926,804.79

Outflows:

Requisition Date	Requisition Number	Contractor	Amount	Status as of 01/31/24
08/31/21	COI	Bryant Miller - Bond Counsel	\$ (35,000.00)	Cleared
08/31/21	COI	MBS Capital - Placement Agent	(58,035.00)	Cleared
08/31/21	COI	Persson & Cohen - District Counsel	(25,000.00)	Cleared
08/31/21	COI	Rizzetta & Company - Special Assessment	(20,000.00)	Cleared
08/31/21	COI	Rizzetta & Company - District Manager	(5,000.00)	Cleared
08/31/21	COI	Squire Patton - Trustee Counsel	(5,500.00)	Cleared
09/30/21	COI	Trustee Fees	(5,825.00)	Cleared
12/13/21	CR2	Engineer Fees	(4,780.00)	Cleared
		Total COI Expenses:	(159,140.00)	
11/17/2021	1	ANJ Excavation	(12,612.50)	Cleared
12/22/2021	3	Greyhawk Landing	(51,840.00)	Cleared
1/13/2022	4	Crosscreek Environmental	(79,740.00)	Cleared
3/29/2022	5	Main Gate Enterprises, Inc.	(111,464.50)	Cleared
3/29/2022	6	ANJ Excavation LLC	(16,687.50)	Cleared
3/29/2022	7	Yellowstone Landscape	(3,495.40)	Cleared
4/6/2022	8	Main Gate Enterprises, Inc.	(111,464.50)	Cleared
4/19/2022	9	Gulf Coast Grass Inc.	(49,658.40)	Cleared
4/19/2022	10	Yellowstone Landscape	(4,176.19)	Cleared
5/31/2022	11	Stahlman-England Irrigation, Inc.	(69,991.00)	Cleared
5/31/2022	12	Superior Asphalt, Inc.	(771,025.40)	Cleared
7/6/2022	13	Owens Electric, Inc.	(1,648.50)	Cleared
7/6/2022	14	Stahlman-England Irrigation, Inc.	(43,819.00)	Cleared
8/8/2022	15	Greyhawk Landing	(19,935.00)	Cleared
8/8/2022	16	The Pool Works	(5,250.00)	Cleared
8/25/2022	17	Main Gate Enterprises, Inc.	(3,882.00)	Cleared
10/6/2022	18	Superior Asphalt, Inc.	(18,555.85)	Cleared
10/11/2022	19	Finn Outdoor	(12,130.00)	Cleared
11/8/2022	20	CourtCo	(14,020.00)	Cleared
11/8/2022	21	Crosscreek Environmental	(21,140.00)	Cleared
11/8/2022	22	Finn Outdoor	(21,920.00)	Cleared

11/15/2022	23	Crosscreek Environmental	(2,187.50)	Cleared
12/1/2022	24	CourtCo	(21,030.00)	Cleared
12/1/2022	25	Finn Outdoor	(4,500.00)	Cleared
12/8/2022	26	Gulf Coast Grass Inc.	(9,932.00)	Cleared
1/10/2023	27	Gulf Coast Grass Inc.	(7,200.00)	Cleared
1/10/2023	28	Virtual Access Communications & Control	(44,550.00)	Cleared
1/31/2023	29	Gulf Coast Grass Inc.	(39,726.00)	Cleared
2/21/2023	30	Nostalgic Lampposts & Mailboxes Plus	(3,225.00)	Cleared
2/23/2023	31	CourtCo	(18,250.00)	Cleared
3/15/2023	32	ASAP Fence and Gates LLC	(12,144.00)	Cleared
3/22/2023	33	Gator Grading and Paving	(47,479.50)	Cleared
3/29/2023	34	Florida Playgrounds	(3,187.56)	Cleared
5/17/2023	35	CourtCo	(21,030.00)	Cleared
5/30/2023	37	Finn Outdoor	(26,600.00)	Cleared
6/12/2023	38	Finn Outdoor	(7,750.00)	Cleared
6/12/2023	39	Florida Playgrounds	(25,284.50)	Cleared
5/30/2023	36	ASAP Fence and Gates LLC	(12,144.00)	Cleared
6/19/2023	40	Infinity Construction and Concrete Services,	(700.00)	Cleared
6/30/2023	41	Florida Playgrounds	(6,943.43)	Cleared
6/30/2023	42	Security Ox	(11,411.50)	Cleared
7/13/2023	43	Stahlman-England Irrigation, Inc.	(15,815.00)	Cleared
7/19/2023	45	Infinity Construction and Concrete Services,	(5,263.75)	Cleared
7/13/2023	44	CourtCo	(14,300.00)	Cleared
8/4/2023	46	Crosscreek Environmental	(26,000.00)	Cleared
8/16/2023	47	Bellmore Electric, Inc.	(4,110.00)	Cleared
9/19/2023	48	Gulf Coast Grass Inc.	(12,528.00)	Cleared
9/19/2023	49	Sun State Landscape Management, Inc.	(5,135.00)	Cleared
12/6/2023	50	Infinity Construction and Concrete Services,	(2,915.00)	Cleared
1/9/2024	51	Bellmore Electric, Inc.	(1,825.00)	Cleared
1/9/2024	52	Florida Playgrounds	(25,284.50)	Cleared

Total Requisitions: (1,882,906.98)

Total Construction Requisitions and COI: (2,042,046.98)

Due to GF: (62,976.32)

Total Outflows: (2,105,023.30)

Series 2021 Construction Fund Balance at January 31, 2024

\$ 1,821,781.49

Greyhawk Landing Community Development District
Notes to Unaudited Financial Statements
January 31, 2024

Balance Sheet

1. Trust statement activity has been recorded through 01/31/24.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.
3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

Summary A/R Ledger – Payment Terms

4. Payment terms for landowner assessments are (a) defined in the FY23-24 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.

Tab 4



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** March 28, 2024
- **FY 2022-2023 Audit Completion Deadline:** June 30, 2024
- **Next Election (Seats 2, & 4):** Tuesday, November 5, 2024

District Manager's Report

February 14

2024

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FINANCIAL SUMMARY

1/31/2024

General Fund Cash & Investment Balance	\$1,548,373
Reserve Fund Investment Balance	\$1,859,204
Debt Service Fund Investment Balance	\$994,349
Capital Projects Fund Investment Balance	\$1,884,758
Total Cash and Investment Balances	\$6,286,684
General Fund Expense Variance:	\$76,591 Under Budget



Rizzetta & Company

FEMA Update – The Field Manager along with Yellowstone has been working on providing details for the responses to numerous inquiries from FEMA. DM is finalizing the responses to be submitted. There is now yet another program delivery manager assigned to the District and she is acclimating herself with the project.

Tab 5

GREYHAWK LANDING

Lamppost Painting Proposal

Thomas Farnham & Bain Edmondson propose the following:

1. Remove and clean the globes.
2. Prep the lampposts prior to painting.
3. Painting the lampposts using Rust-Oleum Black paint
(finish as wanted Satin, Semi Gloss Etc.)
4. Removing and replacing the numbers

Cost: \$150.00 per lamppost.

100 Lampposts = \$15,000.00 includes all materials and labor.

Thomas Farnham Cell # (860) 798-2297

Bain Edmonson Cell # (401) 338-2255

Tab 6

☐ Pebble Tec _____
☐ Quartz _____
☐ Other _____

Date: 1-17-2024

Name "Purchaser": GREYHAWK LANDING
Address: 700 GREYHAWK BLVD.
Job Name: BRADENTON FL 34202
Jobsite Address: ATTN. JAMES HENGEL
City: _____ Zip Code: _____

Cell Phone: 561-531-4107
Work Phone: _____
Email: SEAT3@GREYHAWKCLD.ORG
LIGHTS FUNCTIONAL (circle one): Y or N
EQUIPMENT WORKING (circle one): Y or N
WATER (circle one): CITY or WELL

Classic Marcite, Inc. hereinafter called "Seller", does hereby propose to furnish material and labor in accordance with specifications below and/or attached for the sum of ONE HUNDRED & FORTY EIGHT THOUSAND THREE HUNDRED
0100 Dollars (\$ 148,300.00)

Payment to be made as follows:

30% of total contract price as a DEPOSIT to get on Schedule

60% of total contract price as a PARTIAL at time of Prep/Bondkote for Plaster

10% of total contract price as FINAL payment at Chemical Startup

This proposal may be withdrawn by Classic Marcite, Inc. if not accepted within 30 days. The work, subject to all terms and conditions as set forth on both sides of this contract as follows:

1. Drain water from pool, taking necessary precautions to prevent hydrostatic pressure displacement.
2. ~~Saw cut under tile, fittings, light(s) and main drain(s) to obtain a flush finish.~~
3. Acid wash to clean and roughen surface.
4. ~~Apply bonding agent to achieve a better bond between old and new material.~~
5. ~~Pneumatically apply and hand trowel:~~ _____ finish.
6. Fill pool with water from garden hose.
7. Provide 0 year manufacturer warranty and 0 year labor warranty from date of project completion.
8. Remove all job-related debris from jobsite.
9. Start up equipment and balance water with necessary chemicals. \$1,500.00
10. * SAUDBLAST PAINT FROM PLAY AREA. COAT STRUCTURE WITH RUST PREVENTION
11. AND PAINT STRUCTURE w/ TWO COLORS OF EPOXY PAINT - \$125,000.00
12. * ACID WASH POOL & UTTER. \$8,500.00 + HELICOPTER SLIDE.
13. * INSTALL NEW FRAME & GRATES @ DRAINS \$800.00
14. * CUT RUST OUT OF FLOOR & PATCH. \$1,500.00
15. * GROUT COPING WHERE NEEDED \$2,500.00
16. * TRAVEL & ACCOMMODATIONS - \$8,500.00

SIGNED CONTRACT MUST BE RETURNED WITH THE 30% DEPOSIT PAYMENT before ordering of special materials or scheduling of any work.
ALL CONTRACTS AND PRICES QUOTED HEREIN ARE CONFIDENTIAL-Contract includes ALL NEW fittings and main drain covers

Accepted By: _____
"Purchaser" PRINTED NAME

Accepted By: _____
"Purchaser" SIGNATURE

Respectfully submitted,
CLASSIC MARCITE, INC.

BY: [Signature]
Salesperson TOM YEAMAN

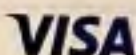
****3% Surcharge on Discover, Mastercard, Visa** **5% Surcharge on American Express****

CC #: _____

Exp. Date: _____ CVC Code: _____ Zip Code: _____

Name on Credit Card _____

DL #: _____



Tab 7

Tab 8



Crosscreek Environmental Inc.

111 61st Street East
Palmetto, FL 34221

Estimate

Date	Estimate #
2/6/2024	11243

Name / Address
Greyhawk CDD c/o Rizzetta & Company, Inc. 9530 Marketplace Rd., Ste 206 Ft. Myers, FL 33912

Description	Qty	Rate	Total
Supply & Installation of the following bottom based aeration systems. Complete installations to include supply of power.			
Pond #8 - AirMax PS40 115V with three (3) diffusers	1	5,610.00	5,610.00
Pond #9 - AirMax PS20 115V with two (2) diffusers	1	4,293.00	4,293.00
Pond #38 - AirMax PS40 115V with three (3) diffusers	1	5,610.00	5,610.00
Warranties as follows: Compressor - 3 years Diffusers & Airline - 15 years Cabinet - Lifetime			
30% deposit due prior to commencement of work. Amount to be deducted from final invoice.			
Please sign and return if accepted		Total	\$15,513.00

Phone # (941) 479-7811

Fax # (941) 479-7812

admin@crosscreekenv.com

www.crosscreekenvironmental.com

Tab 9

GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES**

Manatee County, Florida

MARCH 4, 2024

**TABLE OF CONTENTS
FOR SELECTION MANUAL**

Public Notice

Instructions to Applicants

Evaluation Criteria

Standard Form 330

Affidavit of Acknowledgments

Sworn Statement Regarding Public Entity Crimes

Form of Contract

DRAFT

**REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the Greyhawk Landing Community Development District (the “**District**”), located in Manatee County, Florida, announces that it is soliciting professional engineering services to be performed on a continuing basis for the District’s earthwork, stormwater management systems, landscape, irrigation, signage, and lighting improvements, preserve areas, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm or individual selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

The selection manual (“**Selection Manual**”), including the scope of work, instructions to applicants, evaluation criteria and other documents, will be available beginning **Monday, March 4, 2024, at 9:00 a.m.** from the District Manager, Belinda Blandon, bblandon@rizzetta.com.

Any firm or individual (“**Applicant**”) desiring to provide professional engineering services to the District must: (1) hold applicable federal, state and local licenses; (2) be authorized to do business in Florida in accordance with Florida law; and (3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” along with pertinent supporting data.

The District will review all Applicants consistent with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“CCNA”). Each interested Applicant must submit an original copy and one (1) electronic copy (PDF format on a USB flash drive) of the Qualification Statement, along with all other requested attachments, by **11:00 a.m. on Thursday, April 11, 2024 (“Submittal Deadline”)**, to the attention of Belinda Blandon, District Manager, 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912.

Furthermore, all Applicants – and specifically the individual(s) who would be responsible for providing the engineering services and interacting with the District’s representatives on a day-to-day basis – shall be available to present the Applicant’s Qualifications Statement and respond to questions at the District’s **Thursday, April 25, 2024**, Board meeting to be held at **6:00 p.m.** at the Greyhawk Landing Clubhouse, 12350 Mulberry Avenue, Bradenton, FL 34212, and, upon the District Board’s request, such other meetings as the District’s Board may designate (contact the District Manager for time/location, and any adjustments to the date).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and Selection Manual, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant, and so forth.

Any protest regarding the terms of this Notice or the Selection Manual must be filed in accordance with the District’s Rules of Procedure, which are available from the District Manager.

Any and all questions related to this Request for Qualifications shall be directed in writing by email only to Belinda Blandon at bblandon@rizzetta.com no later than **12:00 p.m. on Tuesday, April 2, 2024**.

Belinda Blandon
District Manager
Run Date: March 3, 2024

DRAFT

GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES

Manatee County, Florida

Instructions to Applicants

SECTION 1. DUE DATE. Any interested applicant (“**Applicant**”) must submit its Qualification Statement (defined herein) no later than **11:00 a.m. (EST) on Thursday, April 11, 2024 (“Submittal Deadline”)**, at the Offices of the District Manager, 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912 Attention: Belinda Blandon.

SECTION 2. SCOPE OF WORK. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purpose of financing, acquiring, constructing, operating, and maintaining public infrastructure improvements. Related thereto, the District is soliciting qualification statements for professional engineering services for the District’s earthwork, stormwater management systems, landscape, irrigation, signage and lighting improvements, preserve areas, and other public improvements authorized by Chapter 190, *Florida Statutes*. This work shall also include all related permit applications, as well as, any renewals and modifications to the District’s permits. In addition, the District’s engineer will be required to attend meetings of the District’s Board of Supervisors when requested. This work (“**Project**”) shall be performed on an as-needed, continuing basis as requests are received.

SECTION 3. CONTENTS OF QUALIFICATION STATEMENTS. Each Applicant shall submit a qualification statement (“**Qualification Statement**”) using U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” and shall additionally provide all of the following information as part of such Qualification Statement regardless of whether the information is called for by Form 330 or not:

- a) A listing of the position / title and corporate responsibilities of key management or supervisory personnel. Include résumés for each person listed, and list years of experience in present position for each party listed and years of experience on projects similar to the Project;
- b) A listing of the engineer point of contact and any other personnel (or subcontractors) proposed for the Project. Include résumés for each person listed, and list years of experience in present position for each party listed and years of experience on projects similar to the Project;
- c) Information relating to the Applicant’s past experience and performance for projects similar to the Project. Please specifically describe any prior or current experience with community development districts established under Chapter 190, Florida Statutes.
- d) At least three (3) references from projects of similar scope to the Project. Include information relating to the work conducted for each reference as well as a name, address and phone number of a contact person. The Applicant acknowledges and agrees by submitting a Qualification Statement that the District may contact such references;

- e) A brief narrative description of the Applicant's approach to providing the services as described herein;
- f) Information relating to whether the Applicant is a certified minority business enterprise;
- g) Information relating to the Applicant's willingness and ability to meet time and budget requirements;
- h) Information relating to the geographic location of the Applicant's headquarters and local offices;
- i) Information relating to the recent, current and projected workloads of the Applicant;
- j) Information relating to the volume of work previously awarded to the Applicant by the District;
- k) Information relating to the Applicant's financial capacity;
- l) A listing of the Applicant's current state, federal, and local licenses and the statuses of the same;
- m) A current certificate of insurance, or equivalent information, identifying the Applicant's current insurance limits and demonstrating the Applicant's errors and omissions and other insurance;
- n) Information relating to whether, over the past 10 years, Applicant has been terminated from any contract, and, if so, the reasons for such termination, and, if no such conditions exist, Applicant shall affirmatively disclose the same;
- o) Information relating to whether, over the past 10 years, Applicant has defaulted on any contract or is in arrears on any contract, or for failure to demonstrate proper licensure and business organization, and, if no such conditions exist, Applicant shall affirmatively disclose the same;
- p) Information relating to whether, over the past 10 years, Applicant has been involved in any litigation involving any contract or work and the status and/or results of such litigation, and, if no such conditions exist, Applicant shall affirmatively disclose the same;
- q) Information relating to whether, over the past 10 years, Applicant has been the subject of any governmental action of any kind (e.g., investigation, proceeding, penalty, licensure issue, etc.) and the status and/or results of such action, and, if no such conditions exist, Applicant shall affirmatively disclose the same; and
- r) Completion of any other forms contained within this Selection Manual.

Applicants shall not submit as part of any Qualification Statement a proposal for the compensation to be paid under the agreement.

SECTION 4. INSURANCE. As noted above, each Applicant should include as part of its Qualification Statement a current Certificate of Insurance, or equivalent information, identifying the Applicant's current insurance limits and demonstrating the Applicant's ability to provide errors and omissions and other insurance. As part of any contract negotiations and final contract with the Applicant, the District may require

that the Applicant provide such coverage in connection with the Project and identify the District, and the District's officers, supervisors, agents, staff, and representatives as additional insureds, and, in the event an Applicant is unable to provide such insurance, the District reserves the right to cease negotiations with that Applicant and enter into negotiations with the next highest qualified Applicant. The District further reserves the right to revise the insurance and indemnification requirements, among other contract provisions, in connection with any contract negotiations.

SECTION 5. FINANCIAL CAPACITY. In evaluating the Qualification Statements, the District may consider the financial capacity of each Applicant, and accordingly each Applicant should submit relevant information regarding financial capacity, as stated above. In the event the Applicant enters into contract negotiations with the District, the District may in its sole discretion require that the Applicant provide sufficient proof of financial capacity, including, if requested, audited financial statements from the last three years.

SECTION 6. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Selection Manual are to be directed in writing via e-mail only to Belinda Blandon, District Manager, at bblandon@rizzetta.com. The deadline for submitting such questions shall be **12:00 p.m. (EST) on Tuesday, April 2, 2024**. Additionally, the District reserves the right in its sole discretion to make changes to the Selection Manual up until the deadline for submitting the Qualification Statements. Interpretations or clarifications considered necessary in response to any questions, and any changes to the Selection Manual up until the time of Qualification Statement opening, will be issued by Addenda, to all parties recorded as having received the Selection Manual. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Applicants. No inquiries will be accepted from subcontractors; the Applicant shall be responsible for all queries. In submitting a Qualification Statement, each Applicant shall submit an acknowledgment of receipt of all Addenda and represents that it has read and understands the Selection Manual and that the Qualification Statement is made in accordance therewith.

SECTION 7. SUBMISSION OF QUALIFICATION STATEMENT. Each Applicant shall submit an original copy and one (1) electronic copy (PDF format on a USB flash drive) of the Qualification Statement forms, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an envelope, marked with the project title and name and address of the Applicant and accompanied by the required documents. If the Qualification Statement is sent through the mail or other delivery system, the sealed envelope shall be enclosed in an envelope with a notation "QUALIFICATION STATEMENT FOR GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT ENCLOSED - ENGINEERING SERVICES" on the face of it.

SECTION 8. MODIFICATION AND WITHDRAWAL. Qualification Statements may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Qualification Statements are to be submitted at any time prior to the time and date the Qualification Statements are due; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications or supplementations, and as otherwise permitted by Florida law. No Qualification Statement may be withdrawn after opening for a period of one hundred twenty (120) days.

SECTION 9. PUBLIC PRESENTATIONS. In connection with evaluating Qualification Statements submitted to the District, the District's Board of Supervisors ("**Board**") may elect to require public presentations by no fewer than three (3) Applicants (unless fewer submit) regarding an Applicant's

Qualification Statement, approach to the Project, ability to furnish required services for the Project, and any relevant questions for the Applicant. The individual(s) who would be responsible for providing the engineering services and interacting with the District's representatives on a day-to-day basis shall be available at such presentations. The presentations are initially scheduled to occur at the District's Thursday, **April 25, 2024, 6:00 p.m.** meeting, to be held at the Greyhawk Landing Clubhouse, 12350 Mulberry Avenue, Bradenton, FL 34212, as well as at such other meeting or meetings as the District's Board may designate (contact the District Manager for time/location, and any adjustments to the date).

SECTION 10. EVALUATION OF QUALIFICATION STATEMENTS; NEGOTIATION PROCESS; CONTRACT AWARD. The Board shall review and rank the Applicants based on the information provided in the Qualification Statement, any interviews with references, any information from public presentations, and any other information generally within the knowledge of the Board or the District's staff, and using the requirements set forth in the CCNA and in this Selection Manual. Chapter 112, Florida Statutes, will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

The highest ranked Applicant will be requested to provide a proposal for compensation to be paid under the agreement and shall enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. In connection with any public presentations, the Board may elect to make an initial ranking of Applicants, select only the top three (or all) Applicants to make public presentations, and then further adjust the rankings based on the presentations, or may adjust the process involving public presentations in its sole discretion. Within fourteen (14) days of the conclusion of any successful contract negotiations, the District and successful Applicant shall enter into an agreement in a form substantially similar to that set forth in the Selection Manual (subject to the terms of this Selection Manual).

SECTION 11. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all Qualification Statements and waive any informalities or irregularities in Qualification Statements where in the best interests of the District, and as determined by the District's Board in its sole discretion.

SECTION 12. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Selection Manual, the only mandatory requirements of this Selection Manual for Applicants are that each Applicant must (a) be authorized to do business in Florida, and (b) hold all required State and Federal licenses in good standing. All other requirements set forth in the Selection Manual shall be deemed "permissive," in that an Applicant's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Applicant's Qualification Statement, but instead in the Board's discretion may result in the disqualification of a Qualification Statement or alternatively may be taken into account in the evaluation and scoring of the Qualification Statement.

SECTION 13. PROTESTS. Any protest relating to the Selection Manual, including but not limited to protests relating to the Qualification Statement notice, the instructions, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Selection Manual, or any other issues or items relating to the Selection Manual, must be filed in accordance with the District's Rules of Procedure.

SECTION 14. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

SECTION 15. PUBLIC RECORDS. The District is a governmental entity, and, accordingly, the Qualification Statements will become public record. That said, Florida law does recognize certain exceptions from the public records laws. In the event that the Applicant believes that any particular portion of the Qualification Statement is exempt from disclosure, the Applicant shall mark the exempt pages as "CONFIDENTIAL - EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Applicant. In the event that the District reasonably and in good faith believes that the Applicant's information is not confidential or exempt under Florida law, the District may provide the information in response to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Applicant's information, the District may require the Applicant to indemnify, defend, and hold harmless the District and its staff and representatives from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

SECTION 16. E-VERIFY REQUIREMENT. In accordance with Section 448.095, *Florida Statutes*, if selected, Applicant shall, prior to entering into a contract with the District, utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Applicant throughout the term of the contract with the District; and (b) all persons, including subcontractors, retained or hired by the Applicant, regardless of compensation, to perform work on the services provided pursuant to the contract with the District or any work assignment thereunder.

SECTION 17. SUBMISSION OF ONLY ONE PROPOSAL. Applicants may be disqualified and their Qualification Statements rejected if the District has reason to believe that collusion may exist among Applicants, the Applicant has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 18. FAMILIARITY WITH THE LAW. By submitting a Qualification Statement, the Applicant is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Applicant will in no way relieve it from responsibility to perform the work covered by the Applicant in compliance with all such laws, ordinances and regulations.

SECTION 19. PUBLIC ENTITY CRIMES. Pursuant to Section 287.133(3)(a), *Florida Statutes*:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold

amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Applicant represents that in submitting a Qualification Statement, the Applicant has not been placed on the convicted vendor list within the last 36 months and, in the event that the Applicant is placed on the convicted vendor list, the Applicant shall immediately notify the District whereupon the Applicant may be disqualified.

SECTION 20. TABLE OF DEADLINES. For the convenience of the Applicants, the table provided below lists the relevant dates and times for the relevant aforementioned deadlines and events:

Event	Time
Availability of Selection Manual	9:00a.m. (EST) on March 4, 2024
Deadline for Submission of Questions Regarding Selection Manual	12:00p.m. (EST) on April 2, 2024
Deadline for Submission of Qualification Statement and Other Required Materials	11:00a.m. (EST) on April 11, 2024
Deadline for Selection Manual Protests	Seventy-two (72) hours after the Submittal Deadline, with a more formal and detailed protest due seven (7) calendar days after the initial notice of protest was filed.
Qualification Presentation at Meeting of District's Board of Supervisors	6:00p.m. (EST) on April 25, 2024

It is anticipated that the District's Board of Supervisors will make a final ranking regarding this Request for Qualifications at the District's April 25, 2024, Board of Supervisors meeting.

GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL
ENGINEERING SERVICES**

Manatee County, Florida

Evaluation Criteria

1) Ability and Adequacy of Professional Personnel (Weight: 20 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Engineer's Past Performance and Experience (Weight: 25 Points)

Experience on projects similar to the Project, and past performance regarding such projects; character, integrity, and reputation of respondent; etc.

3) Project Approach (Weight: 15 Points)

Consider the firm's initial strategy for addressing the Project.

4) Geographic Location (Weight: 5 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

5) Ability to Meet Time and Budget Requirements (Weight: 10 Points)

Consider the consultant's ability to meet time and budget requirements including staffing levels and past performance on previous projects; etc.

6) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

7) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

8) Volume of Work Previously Awarded to Engineer by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

9) Financial Capacity

(Weight: 10 Points)

Consider the firm's financial capacity and insurance levels.

APPLICANT'S TOTAL SCORE

(100 Points Possible)

DRAFT

GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES
Manatee County, Florida

Architect-Engineer Qualifications, Standard Form 330
(OMB No. 9000-0157, Expires 2/29/2024)

DRAFT

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER		
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">PROFESSIONAL SERVICES</td> <td style="width: 50%; padding: 2px;">CONSTRUCTION <i>(If applicable)</i></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

[illegible]

AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Applicant”), and am authorized to make this Affidavit of Acknowledgments on behalf of Applicant.

2. I assisted with the preparation of, and have reviewed, the Applicant’s Qualification Statement (“**Qualification Statement**”) provided in response to the Greyhawk Landing Community Development District Request for Qualifications for Professional Engineering Services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Applicant to constitute good cause for rejection of the Qualification Statement.

3. I do hereby certify that the Applicant has submitted only a single Qualification Statement and has not, either directly or indirectly, participated in collusion relating to the submission of the Qualification Statement.

4. The Applicant agrees through submission of the Qualification Statement to honor its Qualification Statement for one hundred and twenty (120) days from the opening of the Qualification Statements, and if awarded the contract on the basis of this Qualification Statement and further negotiations with the District, to enter into and execute the contract in a form substantially similar to that included in the Selection Manual.

5. The Applicant acknowledges the receipt of the complete Selection Manual as provided by the District and as described in the Selection Manual’s Table of Contents, and, to the extent that Addendums have been issued, the receipt of the following Addendum Nos.: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Submittal Deadline, the Applicant acknowledges that (i) the Applicant has read, understood, and accepted the Selection Manual; (ii) the Applicant has had an opportunity to consult with legal counsel regarding the Selection Manual; (iii) the Applicant has agreed to the terms of the Selection Manual; and (iv) the Applicant has waived any right to challenge any matter relating to the Selection Manual, including but not limited to any protest relating to the Qualification Statement notice, instructions, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Selection Manual, or any other issues or items relating to the Selection Manual.

7. The Applicant authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Greyhawk Landing Community Development District, or its

authorized agents, deemed necessary to verify the statements made in the Qualification Statement, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Applicant.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

Dated this _____ day of _____, 2024.

Applicant: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

Acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2024, by _____, _____ of _____, who is () personally known to me or () have produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires: _____

SWORN STATEMENT UNDER SECTION 287.133, *FLORIDA STATUTES*,
REGARDING PUBLIC ENTITY CRIMES

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

This sworn statement is submitted to Greyhawk Landing Community Development District.

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Applicant"), and am authorized to make this Sworn Statement on behalf of Applicant.
2. Applicant's business address is _____
_____.
3. Applicant's Federal Employer Identification Number (FEIN) is _____.
(If the Applicant has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:

A predecessor or successor of a person convicted of a public entity crime; or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under

an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes*, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term 'person' includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity."
8. Based on information and belief, the statement which I have marked below is true in relation to the Applicant submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

(Signatures on Following Page)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133, *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2024.

Applicant: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

Acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2024, by _____, _____ of _____, who is () personally known to me or () have produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires: _____

GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES
Manatee County, Florida

Form of Contract

DRAFT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (the “**Agreement**”) is made and entered into effective the ____ day of _____, 2024, by and between:

Greyhawk Landing Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Manatee County, Florida, with a mailing address of 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817 (the “**District**”); and

_____, a _____, with a mailing address of _____ (the “**Engineer**”).

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*; and

WHEREAS, the District is authorized to plan, acquire and/or maintain improvements, facilities, and services in conjunction with the development and maintenance of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited qualifications from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

ARTICLE 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

ARTICLE 2. SCOPE OF SERVICES.

A. The Engineer will provide general engineering services, including:

- 1.** Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
- 2.** Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
- 3.** Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects.
- 4.** Any other items requested by the Board of Supervisors.

B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:

- 1.** Periodic visits to the site, or full-time construction management of District projects, as directed by District.
- 2.** Processing of contractor's pay estimates.
- 3.** Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
- 4.** Final inspection and requested certificates for construction including the final certificate of construction.
- 5.** Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
- 6.** Any other activity related to construction as authorized by the Board.

C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

ARTICLE 3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service

or project bring authorized (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

ARTICLE 4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. Hourly Personnel Rates** – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit A**, attached hereto and incorporated by this reference. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

ARTICLE 5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A.** Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.
- B.** Expense of reproduction, postage and handling of drawings and specifications.

ARTICLE 6. TERM OF AGREEMENT. It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

ARTICLE 7. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

ARTICLE 8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of

at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

ARTICLE 9. OWNERSHIP OF DOCUMENTS.

- A.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the “**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B.** The Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer in the District’s sole discretion to retain possession for a longer period of time. Upon early termination of the Engineer’s services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project.
- C.** The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

ARTICLE 10. ACCOUNTING RECORDS. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

ARTICLE 11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District’s sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

ARTICLE 12. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent Engineer's best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

ARTICLE 13. INSURANCE.

- A.** Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:
- 1.** Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - 2.** Commercial General Liability Insurance, including, but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.
 - 3.** Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.
 - 4.** Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).
- B.** All insurance policies secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.
- C.** The District and the District's officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

- D.** If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

ARTICLE 14. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 15. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

ARTICLE 16. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer 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 any 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 Engineer or any of its agents, servants, or employees, 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 or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

ARTICLE 17. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

ARTICLE 18. INDEMNIFICATION. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District and the District's officers, supervisors, agents, staff, and

representatives (together, the “**Indemnitees**”), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including without limitation the Engineer’s contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and No Cents (\$2,000,000.00) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District’s sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

ARTICLE 19. EMPLOYMENT VERIFICATION. EMPLOYMENT VERIFICATION. The Engineer and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Engineer agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the District has a good faith belief that Engineer knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate the Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Engineer and order Engineer to immediately terminate the contract with the subcontractor. Engineer shall be liable for any additional costs incurred by the District as a result of the termination of the Agreement based on Engineer’s failure to comply with the E-Verify requirements referenced herein.

ARTICLE 20. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

ARTICLE 21. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Manatee County, Florida.

ARTICLE 22. NOTICE. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to Engineer: [TO BE INSERTED]

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

With a Copy to: Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
6853 Energy Court
Lakewood Ranch, Florida 34240
Attn: Andrew Cohen, District Counsel

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 Engineer may deliver Notice on behalf of the District and the Engineer. 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) day's written notice to the parties and addressees set forth herein.

ARTICLE 23. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is Sandra Demarco (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 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 Engineer 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 Engineer'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 Engineer, the Engineer 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 THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, BELINDA BLANDON, 9530 MARKETPLACE ROAD, SUITE 206, FORT MYERS, FL 33912, TEL. (239) 936-0913, BBLANDON@RIZZETTA.COM.

ARTICLE 24. E-VERIFY REQUIREMENT. Engineer and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Engineer agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the District has a good faith belief that Engineer has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement or any Work Assignment thereunder, the District shall terminate the Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Engineer and order Engineer to immediately terminate the contract with the subcontractor. Engineer shall be liable for any additional costs incurred by the District as a result of the termination of the Agreement based on Engineer's failure to comply with the E-Verify requirements referenced herein.

ARTICLE 25. NO THIRD-PARTY BENEFITS. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 27. ASSIGNMENT. Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

ARTICLE 28. CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

ARTICLE 29. 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 Engineer.

ARTICLE 30. ARM'S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

ARTICLE 31. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 32. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 33. 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.

ARTICLE 34. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees and costs at all judicial levels.

ARTICLE 35. ACCEPTANCE. Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

ARTICLE 36. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall

constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Attest:

**GREYHAWK LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Assistant Secretary/Secretary

Chairperson,
Board of Supervisors

[ENGINEER]

Witness

By:

Its: _____

EXHIBIT A: Schedule of Rates

Exhibit A
Schedule of Rates

DRAFT

Tab 10

RESIDENTIAL & COMMERCIAL FREE ESTIMATES LICENSED & INSURED

ALBRITTON PRESSURE WASHING, LLC

Specializing in all your pressure washing and paver sealing needs.
ROOF SOFTWASHING SPECIALIST

Michael Albritton

941-932-5955

INVOICE

DATE 1-29-24

CUSTOMER Greyhawk Landings Assoc.

DESCRIPTION OF SERVICES		AMOUNT	
All Residential Gutters		25,850	00
(Not including GH Blvd			
and Mulberry Ave)			
Islands in entire neighborhood		795	00
Pavers in entire neighborhood		1448	00
Said areas include pre			
and post treatments			

PLEASE PAY FROM THIS INVOICE

TOTAL 28,093 00

RESIDENTIAL & COMMERCIAL FREE ESTIMATES LICENSED & INSURED

ALBRITTON PRESSURE WASHING, LLC

Specializing in all your pressure washing and paver sealing needs.
ROOF SOFTWASHING SPECIALIST

Michael Albritton

941-932-5955

INVOICE

DATE 1-29-24

CUSTOMER Greyhawk Landings LLC

DESCRIPTION OF SERVICES	AMOUNT
- All sidewalks to incl nature trails, Mulberry Ave, Greyhawk Blvd, and common area sidewalks in residential areas	
- All pavers in entire neighborhood	
- All islands in entire neighborhood	
- All residential and common area miami gutters and curbs incl. Greyhawk Blvd, Mulberry Ave, guardhouse, parking lots and park areas etc etc	
TOTAL	

PLEASE PAY FROM THIS INVOICE

RESIDENTIAL & COMMERCIAL FREE ESTIMATES LICENSED & INSURED

ALBRITTON PRESSURE WASHING, LLC

Specializing in all your pressure washing and paver sealing needs.
ROOF SOFTWASHING SPECIALIST

Michael Albritton

941-932-5955

INVOICE

DATE 1-29-24

CUSTOMER Grayhawk Blvd LLC

DESCRIPTION OF SERVICES		AMOUNT	
- Both Mulberry Ave and			
Grayhawk Blvd clubhouse			
side walks and curbs incl			
playground, recreational and			
tennis court areas			
- All work will be pre and			
post treated with cleaning			
- Water incl with hydrant			
meter permit			
PLEASE PAY FROM THIS INVOICE		TOTAL	619.50 00

Gorilla Kleen LLC
P.O. Box 25427
Sarasota, FL 34277



Estimate

Date	Invoice #
	27817

Billing Inquiries (941) 952-1000

Bill To

Greyhawk Landing CDD
3434 Coldwell Ave, Suite 200
Tampa, FL 33614

Service Location

Greyhawk Landing
700 Greyhawk Blvd
Bradenton, FL 34212

Quantity	Description	Price	Amount
	<p>Community - Curbs and Miami gutters cleaned all areas in the residential neighborhoods. This would NOT include any Gutters or Curbs along Greyhawk Blvd, Mulberry Ave or any areas around the Clubhouse and Rec Center.. (All areas Marked in Lt Blue and Lt Green on the attached maps)</p> <p>Please note: This does not include irrigation or rust stain removal.</p> <p>We can use water from the neighborhood Fire Hydrants as we have a Manatee County water meter. (No extra charge)</p> <p>No areas that are marked in Dark Blue or Red are included.</p>	26,395.00	26,395.00

Payment Terms: Payment is due 15 days from date of service.
Deposits and progress payments may be required on large volume jobs.

DISCOUNT	
SUBTOTAL	
TAX	
TOTAL	\$26,395.00
PAYMENTS	\$0.00
BALANCE	\$26,395.00

Thank you for your business

Gorilla Kleen LLC
P.O. Box 25427
Sarasota, FL 34277



Estimate

Date	Invoice #
	27817

Billing Inquiries (941) 952-1000

Bill To

Greyhawk Landing CDD
3434 Coldwell Ave, Suite 200
Tampa, FL 33614

Service Location

Greyhawk Landing
700 Greyhawk Blvd
Bradenton, FL 34212

Quantity	Description	Price	Amount
	<p>Commercial Services - All items that are listed and only the items listed are included in this quote</p> <p>Commercial Services - (All residential areas) Curbs and Miami gutters cleaned all areas in the residential neighborhoods. (Areas Marked in Lt Blue and Lt Green on the attached maps)</p> <p>Commercial Services - Curbs and Miami gutters cleaned along Greyhawk Blvd and Mulberry Ave. This includes the landscaped islands at both entrances, around the guard house, plus all the curbs and gutters at the neighborhood entrances along Greyhawk Blvd. (Marked in Dark Blue on the attached maps)</p> <p>Commercial Services - Sidewalks cleaned in common areas along Greyhawk Blvd and Mulberry Ave plus at the neighborhood entrances along Greyhawk Blvd up to the first driveway. (Marked in Red on the attached maps)</p> <p>Commercial Services - Common Sidewalks cleaned in residential areas. (Marked in Red)</p> <p>Commercial Services - (Mulberry Rec Center located at 12350 Mulberry Ave) This includes cleaning the sidewalks in front of the Rec Center and throughout the playground and pool area plus Miami gutters / curbs cleaned around the Rec Center and parking lot. This starts at the round about on Mulberry Ave including the island curbing at the round about and also includes the concrete pads under the mailbox kiosks along Mulberry Ave. (Marked in Light Green and</p>	63,475.00	63,475.00

Payment Terms: Payment is due 15 days from date of service.
Deposits and progress payments may be required on large volume jobs.

DISCOUNT
SUBTOTAL
TAX
TOTAL
PAYMENTS
BALANCE

Thank you for your business

Gorilla Kleen LLC
P.O. Box 25427
Sarasota, FL 34277



Estimate

Date	Invoice #
	27817

Billing Inquiries (941) 952-1000

Bill To

Greyhawk Landing CDD
3434 Coldwell Ave, Suite 200
Tampa, FL 33614

Service Location

Greyhawk Landing
700 Greyhawk Blvd
Bradenton, FL 34212

Quantity	Description	Price	Amount
	<p>Dark Green)</p> <p>Commercial Services - (Clubhouse located at 700 Greyhawk Blvd) This includes cleaning the sidewalks in front of the Clubhouse and throughout the playground, tennis court area, and a small section of sidewalk on the other side of the small wood bridge up to Honeyflower Loop. (Marked in Light Green and Dark Green)</p> <p>Commercial Services - All Nature walks cleaned throughout the community (Marked in Orange)</p> <p>*</p> <p>This quote does not include any sidewalks in front of residential homes.</p> <p>Please note: This does not include irrigation or rust stain removal.</p> <p>Please Note: - Any changes to this order must be in writing and require new signed approved order no less than 7 days before service.</p> <p>**An inspection by a designated representative of the property should be completed within 48 hours of the completion of work and any job-related issues must be reported in writing.</p> <p>A deposit of 25% (\$15,868.75) is required, and must be received prior to the first day of service.</p> <p>We can use water from the neighborhood Fire Hydrants as we have a Manatee County water meter. (No extra charge)</p>		

Payment Terms: Payment is due 15 days from date of service.
Deposits and progress payments may be required on large volume jobs.

DISCOUNT	
SUBTOTAL	
TAX	
TOTAL	\$63,475.00
PAYMENTS	\$0.00
BALANCE	\$63,475.00

Thank you for your business

Tab 11



PROPOSAL

Quote	Date	Sales Rep:
AAAQ34216	02/07/24	Trisha Zuknick

Sold To:

Greyhawk Landing
 Andrew Davis
 12350 Mulberry Ave
 Bradenton, FL 34212

Phone: (941) 746-6670

Email: fieldmgr@greyhawkcdd.org

Ship To:

Greyhawk Landing
 Andrew Davis
 12350 Mulberry Ave
 Bradenton, FL 34212

Phone: (941) 746-6670

Email: fieldmgr@greyhawkcdd.org

Qty	Manuf.	Manuf #	Description	Unit Price	Ext. Price
1	TAG	HEX 5-75 SET	TAG 5-75lb Rubber HEX Dumbbell Set (15Pair)	\$2,880.00	\$2,880.00
1	TAG	HEX-35	TAG 35lb Rubber HEX Dumbbell (Pair)	\$168.00	\$168.00
1	TAG	HEX-40	TAG 40lb Rubber HEX Dumbbell (Pair)	\$192.00	\$192.00
1	TAG	HEX-45	TAG 45lb Rubber HEX Dumbbell (Pair)	\$216.00	\$216.00
1	TAG	HEX-50	TAG 50lb Rubber HEX Dumbbell (Pair)	\$240.00	\$240.00
1	TAG	HEX-55	TAG 55lb Rubber HEX Dumbbell (Pair)	\$264.00	\$264.00
1	Escape	ULLDB20	20 Pair Dumbbell Rack	\$2,099.50	\$2,099.50
1	FitRev	Freight	Shipping and Handling	\$680.00	\$680.00
1	FitRev	Installation CES	Core Equipment Services Installation	\$310.00	\$310.00
1	FitRev	Discount 1	Preferred Customer Discount - TAG	-\$1,000.00	-\$1,000.00
1	FitRev	Discount 1	Trade In (FTS Glide + Dumbbells)	-\$500.00	-\$500.00

SubTotal	\$5,549.50
Sales Tax	\$0.00

Total	\$5,549.50
--------------	-------------------

Please contact me if I can be of further assistance.

This quote becomes an order with signature. (see below for terms).

Signed: _____

Name: _____

Requested date of Installation? _____

Terms:

Orders \$5000 or less must be PREPAID. Orders more than \$5000 require** a 50% deposit, an additional 25% to ship and remaining balance is due AT installation or 30 days after equipment arrives, whichever comes first.

**Purchase orders in lieu of payment MUST be provided before order will be processed. Deposit and final payment are required

Flooring orders require a 50% deposit and remaining balance due BEFORE flooring ships. FLOORING INSTALLATIONS ARE HANDLED BY A 3rd PARTY VENDOR AND IS NOT THE RESPONSIBILITY OF FITREV.

Equipment that is stored by FitRev or affiliate off location more than 30 days after installation date is subject to separate storage charges.

Restocking Fee:

25% charge on all cancelled Cardio equipment plus shipping cost

50% charge on all cancelled Strength equipment plus shipping cost

Extractions are an additional cost. Cost is based on the list of equipment to be extracted.

Custom and logo items are not returnable and payment in full will be required.

All orders remain 100% property of FITREV until PAID IN FULL

Quote is valid for 90 days unless otherwise stated

**PROPOSAL**

Quote	Date	Sales Rep:
AAAQ33983	01/10/24	Trisha Zuknick

Sold To:

Greyhawk Landing
Andrew Davis
12350 Mulberry Ave
Bradenton, FL 34212

Phone: (941) 746-6670

Email: fieldmgr@greyhawkcdd.org

Ship To:

Greyhawk Landing
Andrew Davis
12350 Mulberry Ave
Bradenton, FL 34212

Phone: (941) 746-6670

Email: fieldmgr@greyhawkcdd.org

Qty	Manuf.	Manuf #	Description	Unit Price	Ext. Price
1	Precor	PWSFTSGPR9919EN	FTS Glide Black Weight Plates	\$5,030.00	\$5,030.00
1	FitRev	Freight	Shipping and Handling	\$170.00	\$170.00
1	FitRev	Installation CES	Core Equipment Services Installation	\$300.00	\$300.00
1	FitRev	Discount 1	Preferred Customer Discount - PRECOR	-\$1,250.00	-\$1,250.00

SubTotal	\$4,250.00
Sales Tax	\$0.00

Total	\$4,250.00
--------------	-------------------

Please contact me if I can be of further assistance.

This quote becomes an order with signature. (see below for terms).

Signed: _____

Name: _____

Requested date of Installation? _____

Terms:

Orders \$5000 or less must be PREPAID. Orders more than \$5000 require** a 50% deposit, an additional 25% to ship and remaining balance is due AT installation or 30 days after equipment arrives, whichever comes first.

**Purchase orders in lieu of payment MUST be provided before order will be processed. Deposit and final payment are required

Flooring orders require a 50% deposit and remaining balance due BEFORE flooring ships. FLOORING INSTALLATIONS ARE HANDLED BY A 3rd PARTY VENDOR AND IS NOT THE RESPONSIBILITY OF FITREV.

Equipment that is stored by FitRev or affiliate off location more than 30 days after installation date is subject to separate storage charges.

Restocking Fee:

25% charge on all cancelled Cardio equipment plus shipping cost

50% charge on all cancelled Strength equipment plus shipping cost

Extractions are an additional cost. Cost is based on the list of equipment to be extracted.

Custom and logo items are not returnable and payment in full will be required.

All orders remain 100% property of FITREV until PAID IN FULL.

Quote is valid for 90 days unless otherwise stated

Tab 12

MINUTES OF MEETING

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

GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Greyhawk Landing Community Development District was held on **Thursday, January 25, 2024, at 6:00 p.m.** at the Greyhawk Landing Clubhouse, located at 12350 Mulberry Avenue, Bradenton, FL 34212.

Present and constituting a quorum:

Jim Hengel	Board Supervisor, Chairman
Mark Bush	Board Supervisor, Vice Chairman
Scott Jacuk	Board Supervisor, Assistant Secretary
Patty Mathews	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Andrew Cohen	District Counsel –
	Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
Rick Schappacher	District Engineer, Schappacher Engineering, LLC
Andrew Davis	Field Operations Manager
David Bautista	Yellowstone Landscaping
Matt Jones	Crosscreek Environmental, Inc. (via Teams)

Audience

FIRST ORDER OF BUSINESS

Call to Order

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

The Board recited the Pledge of Allegiance.

SECOND ORDER OF BUSINESS

Audience Comments

Ms. Blandon advised that she would now open the floor for public comment, she reminded attendees to limit public comment to three minutes per person.

Mr. Wulczak spoke to the Board regarding Allied Universal. He advised the Board that the Play and Spray structure is deteriorating.

Mr. Wilson spoke to the Board on behalf of the District events group. He wanted to remind the Board and audience of the Fishing Tournament on March 3 at the big fishing lake;

he advised the group still needs volunteers.

Mr. Dodge spoke to the Board regarding the road. He asked several questions and stated the work was not professionally done.

Ms. Blandon opened the floor to audience members attending via Teams. None of the Team's participants had comments.

THIRD ORDER OF BUSINESS

Staff Reports

A. District Engineer

Mr. Schappacher spoke to the Board regarding the sidewalk and nature trail repairs. He advised the sidewalks could only be ground-up so many times before it starts to lose integrity. He stated at that point the sidewalk needs to be cut out and replaced; he also advised the roots would be cut out while the sidewalks are being repaired. Mr. Schappacher spoke regarding the vegetation removal that he sent out to the Board. He explained the nature trail was not as bad as last time, however there were a few ponded spots. Mr. Schappacher advised he traced the issue from Petrel Trail, the area right behind the wetlands and through to the storm boxes under Magpie; he advised looking at the structure downstream there was a lot of growth and water was moving slow. He advised the vegetation removal and cutting of the swale needs to be completed now before the heavy rainy season starts.

Mr. Schappacher advised the Board there were 32 signs that no longer meet MUTCD guidelines. He advised for the bid package he wants the more decorative bigger round black powder coated posts. He advised that 10 signs need to be straightened up. Mr. Schappacher explained to the Board the striping repairs bids would be the same as last year in April, and the Board decided to hold off until the road work was completed. He advised there a few extra items on that bid for the Board to review.

Mr. Schappacher spoke to the Board regarding the photo summary of the fishing pier and boardwalk. He advised the fishing pier had missing spindles and two supports that are cracked. He advised the last time the fishing pier was repaired it was done with volunteers. He advised the spindles need to be fixed before the fishing tournament. Mr. Schappacher advised he found an area outside of the clubhouse near the parking area approximately 100 feet by 50 foot and 8 inches deep full of water. He suggested that the area be filled with dirt and sodded. Mr. Schappacher spoke regarding the Goldenrod at Mulberry Road Patch and stated the vendor is still a few months away from having another project in the area, at which time they will come out and complete the work.

Mr. Schappacher passed out his resignation letter and explained his reasons to the Board. He stated that his wife has been encouraging him to retire and he stated it is time. He advised he will be the interim engineer for the District and help with the transition to the new District Engineer.

He advised the Board the goal of the reclamite application was to save the District two

million dollars. He advised the Board the gentleman who spoke during audience comments does not understand the product that was put down; it is a clear product, a glue that would help keep the asphalt from becoming brittle and it would prolong the life of the road. Mr. Schappacher advised the roads would look the same as before the application was put down. He advised that many counties are using this product because it works; he did his research. He stated the vendor is very reputable and is willing to come out if there are any concerns and take care of it. He stated the cul de sacs would be slower to return to normal than the other streets. He responded to questions from the Board regarding Petrel Trail.

Mr. Davis stated he would reach out to the vendor and the vendor would come out with a street sweeper to clean-up the debris on Petrel Trail. Mr. Schappacher responded to questions from the Board regarding Dove Trail, Nature View, and Dump Trail. He advised the District could have gone with sealant, which is black, but it is a cheap paint. He advised that Greyhawk Blvd is District owned and the District is responsible for the upkeep of it. Mr. Bush stated that Petrel Trail, Lavender, and Daisy were due to be repaved and the Board did the reclamite, but the Board is going to watch this to see how it works. He advised the roads still have cracks in them. Mr. Schappacher advised the cracks the Board is seeing is from the concrete base, not the asphalt. He explained the difference in the concrete base for the roads for the Board. Mr. Hengel advised that he worked out a three-phase paving plan that he is requesting the Board to take into consideration. He advised that in the fall of 2025 is phase one, phase two would be in 2026 and phase three would be in fall 2027.

B. Aquatic Maintenance

The Field manager stated he would meet with Mr. Jones on Friday. Mr. Hengel requested that Mr. Jones reach out to him.

C. Landscape Maintenance

Mr. Bautista from Yellowstone Landscaping advised that crews have been working on the trees and he will send crews over to clean-up the debris before the weekend. He advised he gave proposals to Mr. Davis, to be shared with the Board regarding the pressure tank. Mr. Olivares, the Irrigation Manager advised the pressure tank is struggling to reach the outer edges of the community. He stated the pump inside the pressure tank is fluctuating and not making a good connection. He advised the motor, or the pump start relay is going bad. The Board requested that Yellowstone investigate the pipes to find out if they are constricted by roots or sand. The Board requested an update on the de-mossing of the trees, Mr. Bautista advised the crews are cutting the oak trees first and then de-mossing them.

D. Field Manager

Mr. Davis provided an overview of his report. He advised that Jasmine was installed at the roundabout on the 12th. He advised that Main Gate has provided a new tentative completion date of May 2024. Mr. Davis stated that if anyone needed their driveways cleaned, he would reach out to the vendor to have their driveway taken care of. Mr. Davis advised the Elliptical will be delivered as early as next week. He advised the new flooring has been put into the gym.

Mr. Davis advised that he held a meeting with Jan Pro management to discuss the lack of services rendered and he advised he put them on notice as the District was not satisfied with their performance. They have one month to make their corrections. He stated two other companies have provided cleaning estimates which are within or under budget. The Board asked in regard to the fish kill from the previous September in the big fish lake where the fishing tournament is going to be held. Mr. Davis advised that maintenance has been throwing little pellets of fish food in the lake with little activity. He advised that he would call a fish replenishing company to replenish the pond before the fishing tournament. The Board requested the fish replenishing company evaluate the pond first then restock the pond.

E. District Counsel

Mr. Cohen advised that he sent out an email regarding the new financial disclosures to the Board that states that Form 6 does not apply to CDD Board members. He explained the requirements for the Form 1. He advised the Board that as of this calendar year, there will be required four hours of training to include two hours of ethics, one hour of Sunshine law training and one hour of public records training. Ms. Blandon advised the Board that in April, the Board would obtain a link via email from Rizzetta to fill out Form 1 to allow the Board members to register and submit their Form 1 electronically.

Mr. Cohen advised there has been activity from attorneys regarding the incident that occurred at the clubhouse with the alleged injuries. He advised the Board they should not comment on it and if anyone should contact them refer that person to Mr. Cohen's office. Mr. Cohen advised that it is required to go through a RFQ process to pick a new engineer. The Board directed Mr. Cohen to have the RFQ Package prepared for the next Board meeting in February.

F. District Manager

Ms. Blandon advised the next meeting of the Greyhawk Landing CDD is scheduled for Thursday, February 22, 2024, at 6:00 pm.

Ms. Blandon went over the December financials for the District. The District is under budget by \$65,768.

Ms. Blandon provided an update for FEMA. She advised that she received a seven-page request for information which was very detailed regarding how many branches were cut, the diameter of those branches. She advised there were several vendors involved and FEMA had questions on each vendor's invoice. She advised FEMA provided an extension however, the new Program Delivery Manager has already been reassigned. She advised that FEMA is asking for how much debris was moved with the grapppler, and she has already submitted 175 pictures for the District.

Ms. Blandon advised she provided the website audit for December 2023, 4th Quarter, and it was a clean audit.

FOURTH ORDER OF BUSINESS

Update Regarding Gate Installation

Project and RFID Distribution

Ms. Bandon advised she really did not have any additional information than what Mr. Davis provided of the completion date. She stated the District is not getting anywhere with Main Gate. Board discussion ensued. It was decided that Mr. Hengel or Mr. Jacuk should meet with Main Gate management face to face to push them to complete the work.

FIFTH ORDER OF BUSINESS**Discussion and Consideration of Pool Furniture Proposals**

Ms. Bandon advised this item was tabled at the last meeting so Mr. Davis could have the proposals redone and separated by location. Board discussion ensued regarding repairing versus replacing all the furniture.

On a Motion by Mr. Hengel, seconded by Mr. Jacuk, with all in favor, the Board Approved Pool Furniture Proposals, Subject to Preparation of an Agreement by District Counsel for \$48,806, for the Greyhawk Landing Community Development District.

SIXTH ORDER OF BUSINESS**Consideration of Allied Universal Contract Increase Proposal**

Ms. Bandon provided an overview of Allied Universal Contract Increase Proposal. She advised they provided a new proposal which is within the proposed budget. She asked if there were any questions. There were none.

On a Motion by Mr. Hengel, seconded by Mr. Jacuk, with all in favor, the Board Approved the Allied Universal Contract Increase proposal, Subject to Preparation and of an Amendment by District Counsel for the Greyhawk Landing Community Development District.

SEVENTH ORDER OF BUSINESS**Discussion and Consideration of Lamppost Painting Proposal**

Mr. Hengel advised these gentlemen have been painting the mailboxes for the POA East; he stated they have been doing a good job. Mr. Cohen inquired if they have the requisite insurance. The Board requested Mr. Davis reach out to the vendor to obtain insurance, general liability, and business details. The item was tabled until the next meeting.

EIGHTH ORDER OF BUSINESS**Consideration of Crosscreek Environmental Inc Proposal for Mechanical Excavation of Pond #37**

Ms. Bandon provided an overview of the Crosscreek Environmental Proposal for Mechanical Excavation of Pond #37. Board discussion ensued. The Board asked Mr. Davis to obtain more details from Crosscreek Environmental regarding the necessary reason for excavating pond #37. This item has been tabled until the next meeting.

NINTH ORDER OF BUSINESS**Discussion and Consideration of Classic Marcite, Inc Proposal for Rec Pool Renovation**

Mr. Hengel provided an overview of the Classic Marcite Proposal for the Rec Pool Renovation. Board discussion ensued. The Board decided to obtain pictures from the vendor of finished products they have completed to review at the next meeting. This item has been tabled until the next meeting.

TENTH ORDER OF BUSINESS**Consideration of the Minutes of the Board of Supervisors' Meeting held on December 14, 2023**

Ms. Bandon presented the Minutes of the Board of Supervisors' meeting held on December 14, 2023, and asked if there were any questions, comments, or changes to the minutes. There were none.

On a Motion by Mr. Jacuk, seconded by Mr. Hengel, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on December 14, 2023, for the Greyhawk Landing Community Development District.

ELEVENTH ORDER OF BUSINESS**Ratification of the Operations and Maintenance Expenditures for the Months of November and December 2023**

Ms. Bandon advised the expenditures for the period of November 1-30, 2023, totaled to \$96,661.73 and December 1-31, 2023, totaled to \$131,797.01. She asked if there were any questions or comments from the Board. There were none.

On a Motion by Mr. Hengel, seconded by Ms. Mathews, with all in favor, the Board Ratified the Operations and Maintenance Expenditures for the Months of November 2023 (\$96,661.73), and December 2023 (\$131,797.01) for the Greyhawk Landing Community Development District.

TWELFTH ORDER OF BUSINESS**Ratification of Special Assessment Revenue Bonds, Series 2021 (2021 Project), Requisitions 50, 51, and 52**

Ms. Bandon discussed requisitions 50, 51, and 52 totaling \$30,024.50 and asked if there were any questions. There were none.

On a Motion by Mr. Hengel, seconded by Mr. Jacuk, with all in favor, the Board Ratified Payment of Special Assessment Revenue Bonds, Series 2021 (2021 Project) Requisitions 50, 51, and 52, totaling \$30,024.50, for the Greyhawk Landing Community Development District.

THIRTEENTH ORDER OF BUSINESS**Supervisor Requests**

282
283 Ms. Blandon opened the floor to Supervisor Requests.
284

285 Mr. Hengel stated that the roads were paved in 2022 that District Engineer alluded to
286 were repaved because of the deteriorating conditions. He advised the District owns them and
287 does have a responsibility to maintain them. He stated that CDDs cannot deny access to their
288 roads. He advised that he reviewed the landscaping RFP. Mr. Hengel advised that as the
289 District is under budget, he wants to do the pressure washing of gutters, Miami gutters, curbs,
290 and pavers.
291

292 Mark Bush requested that Ms. Blandon pulls local CDD and HOA fees from like
293 neighborhoods for the upcoming budget.
294

295 Ms. Mathews asked Mr. Davis if the soccer fields have been sprayed for fire ants. Mr.
296 Davis stated it was completed a week and a half prior. He stated he will go out and document
297 the fire ant locations and advise the vendor.
298

299 **FOURTEENTH ORDER OF BUSINESS** **Adjournment**
300

301 Ms. Blandon advised there was no further business to come before the Board and
302 asked for a motion to adjourn.
303

304 On a Motion by Mr. Jacuk, seconded by Ms. Mathews, with all in favor, the Board Adjourned
305 the Meeting at 7:34 p.m., for the Greyhawk Landing Community Development District.

306
307
308
309
310
311 _____
Secretary / Assistant Secretary

Chairman / Vice Chairman

Tab 13

GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · Ft. Myers, FLORIDA (239) 936-0913

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures January 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2024 through January 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$229,194.46**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Greyhawk Landing Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
A-NIKS LLC	100733	70275	Refill 01/24	\$ 725.00
Crosscreek Environmental, Inc.	100705	15734	Vegetation Removal 12/23	\$ 985.00
Crosscreek Environmental, Inc.	100705	15735	Tree Pruning 12/23	\$ 2,750.00
Crosscreek Environmental, Inc.	100705	15751	Quarterly Maintenance 12/23	\$ 3,200.00
Crosscreek Environmental, Inc.	100705	15752	Monthly Maintenance 12/23	\$ 3,870.00
Crosscreek Environmental, Inc.	100734	15165	Monthly Maintenance 10/23	\$ 3,870.00
Crosscreek Environmental, Inc.	100739	16003	Monthly Maintenance 01/24	\$ 3,986.10
Elite Property Research LLC	100724	010324 Elite Property	Rental Deposit 12/23	\$ 225.00
Fitness Logic, Inc.	100729	116257	Monthly Maintenance 12/23	\$ 125.00
Fitness Logic, Inc.	100744	116769	Monthly Maintenance 01/24	\$ 125.00
Fitness Logic, Inc.	100751	116789	Fitness Equipment 01/24	\$ 478.00
FitRev, Inc.	100714	30140	Treadmills Final Payment 12/23	\$ 9,137.50

Greyhawk Landing Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
FitRev, Inc.	100717	30195	New Elliptical Machine 12/23	\$ 5,150.00
FL Off Duty Police	100715	GH121723	Off Duty Patrol Services 11/23	\$ 3,630.00
FL Off Duty Police	100735	GH010524	Off Duty Patrol Services 12/23	\$ 2,970.00
Florida Department of Revenue	20230116-1	51-8015445488-7 12/23 ACH	Sales Tax 12/23	\$ 36.69
Florida Power & Light Company	100736	FPL Electric Summary 95925-44168 01/24	FPL Electric Summary 95925-44168 01/24	\$ 5,098.60
Florida Power & Light Company	20240122-2	FPL Summary 12/23 ACH	FPL Summary 12/23 ACH	\$ 3,549.99
G & S Pool Supply, Inc.	100718	253422	Pool Repairs 12/23	\$ 270.00
George A Bumila, Jr.	100745	8	Tree Trimming 01/24	\$ 3,250.00
Greyhawk Landing CDD	DC 011624	DC 011624	Debit Card Replenishment	\$ 1,981.08
Healthy Living Pharmacy LLC	100719	121823 Healthy	Rental Refund 12/23	\$ 225.00
LaPensee Plumbing, Inc.	100706	464925	Restroom Service - 12/23	\$ 199.25
Main Gate Enterprises, Inc.	100707	34461	Service Call 12/23	\$ 204.20

Greyhawk Landing Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Manatee County Sheriff's Office	100725	2046	Security Services 12/23	\$ 2,600.00
Manatee County Utilities Department	20240112-1	MCUD Summary 12/23 ACH	MCUD Summary 12/23	\$ 3,553.84
Mark E Bush	100747	MB012524	Board of Supervisors Meeting 01/25/24	\$ 200.00
Nostalgic Lampposts & Mailboxes Plus, Inc.	100708	1847	Street Light Maintenance 11/23	\$ 1,400.00
Nostalgic Lampposts & Mailboxes Plus, Inc.	100708	1869	Street Light Maintenance 11/23	\$ 332.50
Nostalgic Lampposts & Mailboxes Plus, Inc.	100741	1933	Install LED Bulb 12/23	\$ 145.00
Nostalgic Lampposts & Mailboxes Plus, Inc.	100741	1950	Street Light Maintenance 12/23	\$ 1,400.00
Owens Electric, Inc.	100709	16226016	Service Call 12/23	\$ 264.00
Owens Electric, Inc.	100737	15499640	Replaced LED - Balance 10/23	\$ 1,125.00
Owens Electric, Inc.	100737	16410859	Electrical Service 50% Deposit 01/24	\$ 485.00
Patricia L. Mathews	100748	PM012524	Board of Supervisors Meeting 01/25/24	\$ 200.00
Persson, Cohen & Mooney, P.A.	100730	4552	Legal Services 12/23	\$ 2,528.75

Greyhawk Landing Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Pools by Lowell, Inc.	100710	64193524	Pool Repairs 12/23	\$ 300.00
Pools by Lowell, Inc.	100710	64529382	Pool Repairs 12/23	\$ 155.60
Pools by Lowell, Inc.	100710	64602357	Pool Repairs 12/23	\$ 300.00
Pools by Lowell, Inc.	100710	64659349	Pool Repairs 12/23	\$ 403.24
Pools by Lowell, Inc.	100716	64478526	Pool Repairs 12/23	\$ 76.62
Pools by Lowell, Inc.	100716	64478548	Pool Repairs 12/23	\$ 89.56
Pools by Lowell, Inc.	100726	63390140	Pool Repairs 12/23	\$ 165.00
Pools by Lowell, Inc.	100742	64949362	Pool Repairs 12/23	\$ 12.89
Pools by Lowell, Inc.	100742	65073784	Rec Pool Service 01/24	\$ 2,250.00
Pools by Lowell, Inc.	100742	65073820	Clubhouse Pool Service 01/24	\$ 1,600.00
Pools by Lowell, Inc.	100742	65310292	Pool Repairs 01/24	\$ 217.47
Pools by Lowell, Inc.	100742	65310939	Pool Repairs 01/24	\$ 2,566.98

Greyhawk Landing Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Pools by Lowell, Inc.	100753	65695793	Pool Repairs 01/24	\$ 224.14
Rizzetta & Company, Inc.	100712	INV0000086518	District Management Fees 01/24	\$ 5,546.58
Rizzetta & Company, Inc.	100713	INV0000086336	Personnel Reimbursement 12/23	\$ 6,398.37
Rizzetta & Company, Inc.	100722	INV0000086580	Cell Phone & Mileage 12/23	\$ 50.00
Rizzetta & Company, Inc.	100723	INV0000086559	Amenity Mgt & Personnel Reimbursement 01/24	\$ 7,536.81
Rizzetta & Company, Inc.	100738	INV0000086860	Personnel Reimbursement 01/24	\$ 6,446.25
Robert Scott Jacuk	100749	RJ012524	Board of Supervisors Meeting 01/25/24	\$ 200.00
Say No to Bugs, Inc.	100720	124258	Pest Control 12/23	\$ 395.00
Schappacher Engineering, LLC	100731	2589	Engineering Services 12/23	\$ 2,062.50
School District of Manatee County	100727	010524 School	Rental Deposit 12/23	\$ 250.00
Spectrum	20240122-1	8337 12 013 1816996 01/24 ACH	700 Greyhawk Blvd - Gym 01/24	\$ 23.58
Spectrum	20240129-1	0034318011024 -4318 ACH	700 Greyhawk Blvd 01/24	\$ 210.69

Greyhawk Landing Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
State Alarm, Inc.	100711	240502	Monthly Alarm Monitoring Service 01/24	\$ 201.40
State Alarm, Inc.	100711	241119	Service Call -Clubhouse 12/23	\$ 110.00
State Alarm, Inc.	100728	241120	Monthly Alarm Monitoring Service 12/23	\$ 165.00
State Alarm, Inc.	100754	241302	Monthly Alarm Monitoring Service 02/24	\$ 201.40
State Alarm, Inc.	100754	241931	Monthly Alarm Monitoring Service 01/24	\$ 385.00
TECO Peoples Gas	20240102-1	211012697549 11/23 ACH	12350 Mulberry Ave 11/23	\$ 15.10
TFR Cleaning Services, Inc.	100743	79948	Janitorial Services 01/24	\$ 759.00
Universal Protection Service, LLC	100732	15167336	Security 12/01/23-12/28/23	\$ 22,757.99
Universal Protection Service, LLC	100755	15276473	Security 12/29/23-01/25/24	\$ 22,864.39
Verizon Wireless	20240103-1	9952349173 ACH	Phone Service 01/24	\$ 103.09
Yellowstone Landscape	20230103-1	SS 624168	Monthly Landscape Maintenance 12/23	\$ 30,995.65
Yellowstone Landscape	20230103-1	SS 630322	Irrigation Repairs 12/23	\$ 1,013.00

Greyhawk Landing Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Yellowstone Landscape	20230129-1	SS 639196	Monthly Landscape Maintenance 01/24	\$ 30,995.66
Yellowstone Landscape	20230129-1	SS 645008	Irrigation Repairs 01/24	\$ 2,516.00
Yellowstone Landscape	20230129-1	SS 646654	Landscape Enhancement 01/24	\$ 8,355.00
Report Total				<u>\$ 229,194.46</u>