



**INVOICES,
BILLS, AND
CHECKS**

**Town of Marineland
Check Detail
September 1 - 13, 2025**

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	1087	09/13/2025	Dennis K Bayer Esq		1000B · Cash - Operating - SSB #0321	
Bill	51761 517...	08/31/2025		August Legal over retainer August CRA Legal	004 · Legal 1350 · Due From CRA Fund	-880.00 -240.00
TOTAL						-1,120.00
Bill Pmt -Check	1088	09/13/2025	Douglas Dew Jr.		1000B · Cash - Operating - SSB #0321	
Bill	Sept	09/13/2025		Sept Mayor Stipend	007 · Commissioner Stipends	-500.00
TOTAL						-500.00
Bill Pmt -Check	1089	09/13/2025	Fleet & Associates ArchitectsPlanners Inc		1000B · Cash - Operating - SSB #0321	
Bill	2664	08/31/2025		Commission meeting attendance August planning / grant administration	005.3 · Town Planner 1350 · Due From CRA Fund	-312.50 -1,062.50
TOTAL						-1,375.00
Bill Pmt -Check	1090	09/13/2025	Jessica Finch		1000B · Cash - Operating - SSB #0321	
Bill	Sept	09/13/2025		September stipend	007 · Commissioner Stipends	-250.00
TOTAL						-250.00
Bill Pmt -Check	1091	09/13/2025	Joseph Pinder		1000B · Cash - Operating - SSB #0321	
Bill	Sept	09/13/2025		September stipend	007 · Commissioner Stipends	-250.00
TOTAL						-250.00
Bill Pmt -Check	1092	09/13/2025	Mark Simpson		1000B · Cash - Operating - SSB #0321	
Bill	1403	08/31/2025		August Accounting and budgeting	003 · Financial Services	-1,562.50
TOTAL						-1,562.50
Bill Pmt -Check	1093	09/13/2025	Suzanne M. Dixon		1000B · Cash - Operating - SSB #0321	
Bill	Sept	09/13/2025		September Town Manager	001.3 · Town Manager Duties	-250.00
TOTAL						-250.00
Bill Pmt -Check	1094	09/13/2025	Wilshem Pennick		1000B · Cash - Operating - SSB #0321	
Bill	Sept	09/13/2025		September stipend	002 · Town Clerk	-500.00
TOTAL						-500.00



Electric Bill Statement

For: Jul 29, 2025 to Aug 28, 2025 (30 days)

Statement Date: Aug 28, 2025

Account Number: 19454-02459

Service Address:

9507 OCEANSHORE BLVD # SL
SAINT AUGUSTINE, FL 32084

TOWN OF MARINELAND,
Here's what you owe for this billing period.

CURRENT BILL

\$1,757.60

TOTAL AMOUNT YOU OWE

Sep 18, 2025

NEW CHARGES DUE BY



Scan to Pay
or visit
[FPL.com/WaystoPay](https://www.fpl.com/WaystoPay)

ENERGY USAGE HISTORY



BILL SUMMARY

Amount of your last bill	878.80
Balance before new charges	878.80
Total new charges	878.80
Total amount you owe	\$1,757.60

(See page 2 for bill details.)

KEEP IN MIND

- Payment received after November 19, 2025 is considered LATE; a late payment charge of 1% will apply.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.
- This bill reflects a credit to the fuel charge portion of your bill for each street light fixture turned off during sea turtle nesting and hatching season. Thank you for helping us protect sea turtles.

Customer Service: (386) 255-3020
Outside Florida: 1-800-226-3545

Report Power Outages:
Hearing/Speech Impaired:

1-800-4OUTAGE (468-8243)
711 (Relay Service)



Ways to Pay



/ 27

87880 1320194540245980675710000

The amount enclosed includes the following donation:
FPL Care To Share: _____

Make check payable to FPL in U.S. funds and mail along with this coupon to:

TOWN OF MARINELAND
176 MARINA DR
ST AUGUSTINE FL 32080-8619

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/PayBill) for ways to pay.

19454-02459

ACCOUNT NUMBER

\$1,757.60

TOTAL AMOUNT YOU OWE

Sep 18, 2025

NEW CHARGES DUE BY

\$

AMOUNT ENCLOSED



BILL DETAILS

Amount of your last bill	878.80
Balance before new charges	\$878.80
New Charges	
Rate: SL-1 STREET LIGHTING SERVICE	
Electric service amount	823.25
Gross receipts tax (State tax)	6.01
Franchise fee (Reqd local fee)	48.79
Taxes and charges	54.80
Regulatory fee (State fee)	0.75
Total new charges	\$878.80
Total amount you owe	\$1,757.60

METER SUMMARY

Next bill date Sep 29, 2025.

Usage Type	Usage
Total kWh used	3024

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Aug 28, 2025	Jul 29, 2025	Aug 29, 2024
kWh Used	3024	3024	3024
Service days	30	32	30
kWh/day	101	95	101
Amount	\$878.80	\$878.80	\$795.53

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

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[Learn more](#)

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[Swap to save](#)

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.



Customer Name: TOWN OF MARINELAND
 Account Number: 19454-02459

For: 07-29-2025 to 08-28-2025 (30 days)
 kWh/Day: 101
 Service Address:
 9507 OCEANSHORE BLVD # SL
 SAINT AUGUSTINE, FL 32084

Detail of Rate Schedule Charges for Street Lights

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
HPS0400	400	50000	F	18		3,024	
Energy					5.810000		104.58
Non-energy					7.880000		141.84
Fixtures					2.840000		51.12
Maintenance							
PMC0001				18			
Non-energy					8.250000		148.50
Fixtures							
UCNP				4,194			
Non-energy					0.049350		206.97
Maintenance							
UCUP				338			
Non-energy					0.120540		40.74
Maintenance							

* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
 H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER



TOWN OF MARINELAND
 176 MARINA DR
 ST AUGUSTINE FL 32080-8619



Customer Name: TOWN OF MARINELAND
 Account Number: 19454-02459

For: 07-29-2025 to 08-28-2025 (30 days)
 kWh/Day: 101
 Service Address:
 9507 OCEANSHORE BLVD # SL
 SAINT AUGUSTINE, FL 32084

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
					Energy sub total		104.58
					Non-energy sub total		589.17
					Sub total	3,024	693.75
					Energy conservation cost recovery		1.18
					Capacity payment recovery charge		0.21
					Environmental cost recovery charge		1.48
					Storm restoration recovery charge		62.66
					Transition rider credit		-6.26
					Storm protection recovery charge		16.87
					Fuel charge		53.36
					Electric service amount		823.25
					Gross receipts tax (State tax)		6.01
					Regulatory fee (State fee)		0.75
					Franchise fee (Reqd local fee)		48.79
					Total	3,024	878.80

* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
 H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER



Electric Bill Statement

For: Jul 29, 2025 to Aug 28, 2025 (30 days)

Statement Date: Aug 28, 2025

Account Number: 41225-56527

Service Address:

101 TOLSTOY LN
SAINT AUGUSTINE, FL 32080

TOWN OF MARINELAND,
Here's what you owe for this billing period.

CURRENT BILL

\$1,522.96

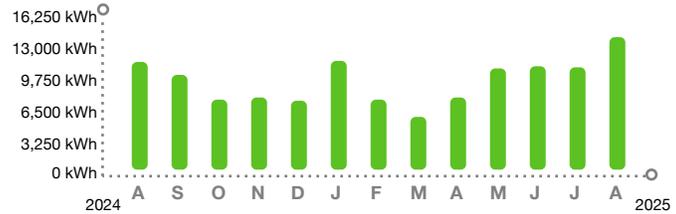
TOTAL AMOUNT YOU OWE

Sep 18, 2025

NEW CHARGES DUE BY

Pay \$1,078.15 instead of \$1,522.96 by your due date to enroll in FPL Budget Billing®. [FPL.com/BB](https://www.fpl.com/BB)

ENERGY USAGE HISTORY



BILL SUMMARY

Amount of your last bill	1,212.48
Payments received	-1,212.48
Balance before new charges	0.00
Total new charges	1,522.96
Total amount you owe	\$1,522.96

(See page 2 for bill details.)

KEEP IN MIND

- Enroll now in FPL Budget Billing when you pay \$1,078.15 by your due date instead of \$1,522.96. Make your bills easier to manage with more predictable payments. Learn more at [FPL.com/BB](https://www.fpl.com/BB)
- Payment received after November 19, 2025 is considered LATE; a late payment charge of 1% will apply.

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages:
Hearing/Speech Impaired:

1-800-4OUTAGE (468-8243)
711 (Relay Service)



Ways to Pay



/ 27 107815 1320412255652716922510000

The amount enclosed includes the following donation:
FPL Care To Share: _____

Make check payable to FPL in U.S. funds and mail along with this coupon to:

TOWN OF MARINELAND
176 MARINA DR
ST AUGUSTINE FL 32080-8619

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/PayBill) for ways to pay.

41225-56527
ACCOUNT NUMBER

\$1,522.96
TOTAL AMOUNT YOU OWE

Sep 18, 2025
NEW CHARGES DUE BY

\$
AMOUNT ENCLOSED



BILL DETAILS

Amount of your last bill	1,212.48
Payment received - Thank you	-1,212.48
Balance before new charges	\$0.00

New Charges

Rate: GSD-1 GENERAL SERVICE DEMAND	
Base charge:	\$30.41
Non-fuel: <small>(\$0.033890 per kWh)</small>	\$500.21
Fuel: <small>(\$0.027180 per kWh)</small>	\$401.18
Demand: <small>(\$13.41 per KW)</small>	\$469.35
Electric service amount	1,401.15
Gross receipts tax (State tax)	35.96
Franchise fee (Reqd local fee)	84.56
Taxes and charges	120.52
Regulatory fee (State fee)	1.29
Total new charges	\$1,522.96
Total amount you owe	\$1,522.96

METER SUMMARY

Meter reading - Meter KU55682. Next meter reading Sep 29, 2025.

Usage Type	Current	- Previous	x Const	= Usage
kWh used	07680	07557	120	14760
Demand KW	.29		120.00	35

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Aug 28, 2025	Jul 29, 2025	Aug 29, 2024
kWh Used	14760	11400	12000
Service days	30	32	30
kWh/day	492	356	400
Amount	\$1,522.96	\$1,212.48	\$1,202.16

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When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.



Electric Bill Statement

For: Jul 29, 2025 to Aug 28, 2025 (30 days)

Statement Date: Aug 28, 2025

Account Number: 69626-26138

Service Address:

101 TOLSTOY LN # MRNLD DOCK
SAINT AUGUSTINE, FL 32080

TOWN OF MARINELAND,
Here's what you owe for this billing period.

CURRENT BILL

\$647.24

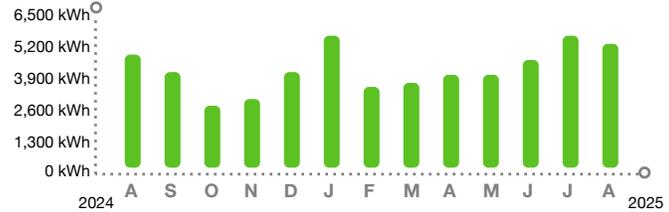
TOTAL AMOUNT YOU OWE

Sep 18, 2025

NEW CHARGES DUE BY

Pay \$559.24 instead of \$647.24 by your due date to enroll in FPL Budget Billing®. [FPL.com/BB](https://www.fpl.com/BB)

ENERGY USAGE HISTORY



BILL SUMMARY

Amount of your last bill	671.17
Payments received	-671.17
Balance before new charges	0.00
Total new charges	647.24
Total amount you owe	\$647.24

(See page 2 for bill details.)

KEEP IN MIND

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Hearing/Speech Impaired:

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711 (Relay Service)



Ways to Pay



/ 27

55924 1320696262613804274600000

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FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

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69626-26138
ACCOUNT NUMBER

\$647.24
TOTAL AMOUNT YOU OWE

Sep 18, 2025
NEW CHARGES DUE BY

\$
AMOUNT ENCLOSED



BILL DETAILS

Amount of your last bill	671.17
Payment received - Thank you	-671.17
Balance before new charges	\$0.00
New Charges	
Rate: GSD-1 GENERAL SERVICE DEMAND	
Base charge:	\$30.41
Non-fuel: (\$0.033890 per kWh)	\$187.06
Fuel: (\$0.027180 per kWh)	\$150.03
Demand: (\$13.41 per KW)	\$227.97
Electric service amount	595.47
Gross receipts tax (State tax)	15.28
Franchise fee (Reqd local fee)	35.94
Taxes and charges	51.22
Regulatory fee (State fee)	0.55
Total new charges	\$647.24
Total amount you owe	\$647.24

METER SUMMARY

Meter reading - Meter KU32298. Next meter reading Sep 29, 2025.

Usage Type	Current	- Previous	x Const	= Usage
kWh used	10239	10147	60	5520
Demand KW	.28		60.00	17

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Aug 28, 2025	Jul 29, 2025	Aug 29, 2024
kWh Used	5520	5880	5040
Service days	30	32	30
kWh/day	184	183	168
Amount	\$647.24	\$671.17	\$618.12

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Enjoy rebates and longer-lasting light when you upgrade to qualifying LED fixtures

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FLEET & ASSOCIATES
ARCHITECTS/PLANNERS, INC.

11557 Hidden Harbor Way Jacksonville FL 32223
(904) 666-7038 AA C001226

Mayor Dewey Dew
Town of Marineland
176 Marina Drive
Marineland, FL 32080

Re: Town Planner Consultant Services

INVOICE

PROJECT NO. 24130

INVOICE NO. 2664
DATE: September 12, 2025

Services for August 15, 2025 through September 12, 2025

Commission Meeting - 8/21	2.5 hrs. x \$125	\$ 312.50
*CRA Meeting – 8/21	0.5 hrs. x \$125	\$ 62.50
*Resilient First Coast Collaborative Meeting – 9/10	3.0 hrs. x \$125	\$ 375.00
*Assist UF with Grant for Additional Funds for Shoreline Stabilization	1.0 hrs. x \$125	\$ 125.00
*Florida Office of Floodplain Management Survey	0.5 hrs. x \$125	\$ 62.50
*River to Sea Special Event Application/Approvals	0.5 hrs. x \$125	\$ 62.50
**DEP Grant Quarterly Report	1.0 hrs. x \$125	\$ 125.00
*Respond to Emails/Phone Calls	2.0 hrs. x \$125	\$ 250.00
Total Due		\$ 1,375.00

*CRA expenses

**DEP Grant

DENNIS K. BAYER, ESQ.
109 South 6th Street
Flagler Beach, FL 32136

(386) 439-2332

Date: 9/03/2025

Town of Marineland
Town of Marineland
Email: msimp227@outlook.com

Town of Marineland

Invoice No: 51790

Services Rendered

<u>Date</u>	<u>Staff</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Charges</u>
8/04/2025	DKB	Review charter on election issue	0.50	\$300.00	\$150.00
8/19/2025	DKB	Conference with Commissioner Finch.	0.30	\$300.00	\$90.00
8/25/2025	DKB	Services rendered for August, 2025	0.00	\$1,100.00	\$1,100.00
Total Fees					\$1,340.00
Total New Charges					\$1,340.00
Previous Balance					\$640.00
9/02/2025	Payment	1074		Town of Marineland	\$-1,100.00
Total Payments and Credits					\$-1,100.00
Balance Due					<u><u>\$880.00</u></u>

Payment is due upon receipt of invoice. A 3% processing fee will be applied to all credit card payments. Thank you.

DENNIS K. BAYER, ESQ.
109 South 6th Street
Flagler Beach, FL 32136

(386) 439-2332

Date: 9/03/2025

Town of Marineland
Town of Marineland
Email: msimp227@outlook.com

Marineland - CRA

Invoice No: 51761

Services Rendered

<u>Date</u>	<u>Staff</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Charges</u>
8/21/2025	DKB	Attend quarterly CRA meeting.	0.50	\$300.00	\$150.00
8/27/2025	DKB	Review email from county on River To Sea.	0.30	\$300.00	\$90.00

Total Fees \$240.00

Total New Charges \$240.00

Previous Balance \$0.00

Balance Due \$240.00

Payment is due upon receipt of invoice. A 3% processing fee will be applied to all credit card payments. Thank you.

Mark Simpson CPA, Inc.

5030 Datil Pepper Road
St. Augustine, FL 32086

Invoice

Date	Invoice #
8/31/2025	1403

Bill To
Town of Marineland 9507 Ocean Shore Blvd. St. Augustine, FL 32080

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Monthly accounting, sales tax return, quarterly re-employment tax return, run reports, attend meeting for 2 hours	1,000.00	1,000.00
1.25	FY 2025 updated financial projection and FY 2026 recommended budget revisions / debt service recon with Intracoastal bank	225.00	281.25
0.75	Fund balance analysis & draft fund balance policy prep	225.00	168.75
0.5	"overtime" August meeting	225.00	112.50

Phone #
904.669.1125

Total \$1,562.50



FINANCIALS AND BUDGETS

Town of Marineland
Statement of Financial Position
As of September 30, 2025

	Sep 30, 25	Sep 30, 24
ASSETS		
Current Assets		
Checking/Savings		
1000B · Cash - Operating - SSB #0321	17,828.42	88,564.49
1001A · Invest Acct - SouthState 3736	167,711.93	164,407.17
1002A · Cap Improve-SouthState 3745	1,020.06	1,019.32
1014 · Intracoastal Capital Chkg -4017	49,158.17	64,173.48
Total Checking/Savings	235,718.58	318,164.46
Accounts Receivable		
1200 · Accounts Receivable	19,077.52	28,447.26
Total Accounts Receivable	19,077.52	28,447.26
Other Current Assets		
1300 · Prepaid Expenses	4,934.00	0.00
1350 · Due From CRA Fund	-1,497.35	37,805.06
1499 · Undeposited Funds	4,268.90	620.71
Total Other Current Assets	7,705.55	38,425.77
Total Current Assets	262,501.65	385,037.49
TOTAL ASSETS	262,501.65	385,037.49
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 · Accounts Payable	3,927.80	24,370.81
Total Accounts Payable	3,927.80	24,370.81
Credit Cards		
9999999 · Town Credit Card	265.02	129.25
Total Credit Cards	265.02	129.25
Other Current Liabilities		
2201 · Sales Tax Payable	10.00	0.00
2300 · Unearned Revenues	10,784.58	100,130.04
Total Other Current Liabilities	10,794.58	100,130.04
Total Current Liabilities	14,987.40	124,630.10
Total Liabilities	14,987.40	124,630.10
Equity		
1110 · Retained Earnings	-1,600.95	-1,149.45
1111 · Fund Balance Assigned	58,544.48	64,053.48
1112 · Fund Balance Unassigned	197,954.86	197,954.86
Net Income	-7,384.14	-451.50
Total Equity	247,514.25	260,407.39
TOTAL LIABILITIES & EQUITY	262,501.65	385,037.49

Town of Marineland

Statement of Revenue & Expenses, Budget vs. Actual

October 2024 through September 2025

	Oct '24 - Sep 25	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
30 · Ad Valorem Taxes	135,632.52	131,807.00	3,825.52
33 · Franchise Fee - FPL	19,562.69	22,000.00	-2,437.31
34 · FL Communications Services Tax	5,303.62	6,158.00	-854.38
35 · Local Business Receipts Tax	285.93	1,000.00	-714.07
36 · Other Permits & Fees	1,400.00	1,750.00	-350.00
37 · Rental Income	4,400.00	4,800.00	-400.00
39 · Miscellaneous Income	12.50		
40.5 · Interest on Ad Valorem Taxes	2,407.62	0.00	2,407.62
41 · Interest Income	3,810.80	5,000.00	-1,189.20
47 · Other State Grants			
47.2 · FEMA	89,345.46	90,000.00	-654.54
Total 47 · Other State Grants	89,345.46	90,000.00	-654.54
Total Income	262,161.14	262,515.00	-353.86
Gross Profit	262,161.14	262,515.00	-353.86
Expense			
01 · PERSONNEL SERVICE			
001 · Town Manager			
001.3 · Town Manager Duties	3,000.00	3,000.00	0.00
001.5 · Town Mgr, Wedding Supplements	50.00	0.00	50.00
Total 001 · Town Manager	3,050.00	3,000.00	50.00
002 · Town Clerk	4,700.00	6,000.00	-1,300.00
003 · Financial Services	14,543.75	15,000.00	-456.25
004 · Legal	21,660.00	17,000.00	4,660.00
005 · Town Planner			
005.3 · Town Planner	3,437.50	2,500.00	937.50
Total 005 · Town Planner	3,437.50	2,500.00	937.50
006 · Annual Audit	8,587.50	14,400.00	-5,812.50
007 · Commissioner Stipends	10,250.00	12,000.00	-1,750.00
008 · Payroll Taxes	65.75	15.00	50.75
Total 01 · PERSONNEL SERVICE	66,294.50	69,915.00	-3,620.50
02 · OPERATING EXPENDITURES			
050 · Office/ Miscellaneous Expense	287.15	750.00	-462.85
051 · Donation & Dues	632.00	550.00	82.00
052 · Postage & Printing	18.09	100.00	-81.91
053 · Legal Advertisement	0.00	350.00	-350.00
055 · Advertising & Promotion	0.00	200.00	-200.00
056 · Bank Service Charges	39.00	50.00	-11.00
057 · Insurance	6,658.00	6,978.00	-320.00
059 · Utilities	523.23	0.00	523.23
060 · Technology Expense	6,504.33	6,100.00	404.33
Total 02 · OPERATING EXPENDITURES	14,661.80	15,078.00	-416.20
03 · Physical Environment			
054 · Street Lights, Utility Service	9,612.10	10,665.00	-1,052.90
59.2 · Marina Electricity Reimbursed	-3,099.33	0.00	-3,099.33
Total 03 · Physical Environment	6,512.77	10,665.00	-4,152.23
Total Expense	87,469.07	95,658.00	-8,188.93
Net Ordinary Income	174,692.07	166,857.00	7,835.07
Other Income/Expense			
Other Income			
Marina Income	18,000.00	18,000.00	0.00
Possessory Interest Tax Revenue	0.00	2,400.00	-2,400.00
Sales Tax Collection Allowance	3.00	0.00	3.00
7030 · Other Income	0.00	21,500.00	-21,500.00
Total Other Income	18,003.00	41,900.00	-23,897.00
Other Expense			
Commnty Redev Area Trnsfer Out	72,337.00	72,337.00	0.00
Marina Expenses	0.00	5,020.00	-5,020.00
Possessory Interest Tax Exp	0.00	2,400.00	-2,400.00
200 · Loan Interest	1,495.03	2,000.00	-504.97

10:06 AM

09/13/25

Accrual Basis

Town of Marineland
Statement of Revenue & Expenses, Budget vs. Actual
October 2024 through September 2025

	Oct '24 - Sep 25	Budget	\$ Over Budget
201 · Debt Service	36,901.72	37,000.00	-98.28
569000 · Marina Project	89,345.46	90,000.00	-654.54
Total Other Expense	200,079.21	208,757.00	-8,677.79
Net Other Income	-182,076.21	-166,857.00	-15,219.21
Net Income	-7,384.14	0.00	-7,384.14

Town of Marineland
Statement of Revenues and Expenses YTD with Prior Year Comp
October 2024 through August 2025

	Oct '24 - Aug 25	Oct '23 - Aug 24	\$ Change
Ordinary Income/Expense			
Income			
30 · Ad Valorem Taxes	135,632.52	125,458.46	10,174.06
33 · Franchise Fee - FPL	19,562.69	20,118.71	-556.02
34 · FL Communications Services Tax	5,303.62	4,368.92	934.70
35 · Local Business Receipts Tax	285.93	1,425.52	-1,139.59
36 · Other Permits & Fees	1,300.00	1,695.00	-395.00
37 · Rental Income	4,400.00	4,400.00	0.00
38 · Interest On Investments	0.00	2,353.45	-2,353.45
39 · Miscellaneous Income	12.50	0.00	12.50
40.5 · Interest on Ad Valorem Taxes	2,407.62	1,718.46	689.16
41 · Interest Income	3,810.80	2,167.71	1,643.09
47 · Other State Grants			
47.2 · FEMA	84,545.46	0.00	84,545.46
Total 47 · Other State Grants	84,545.46	0.00	84,545.46
Total Income	257,261.14	163,706.23	93,554.91
Gross Profit	257,261.14	163,706.23	93,554.91
Expense			
01 · PERSONNEL SERVICE			
001 · Town Manager			
001.3 · Town Manager Duties	2,750.00	2,750.00	0.00
001.5 · Town Mgr, Wedding Supplements	50.00	325.00	-275.00
Total 001 · Town Manager	2,800.00	3,075.00	-275.00
002 · Town Clerk	4,200.00	5,500.00	-1,300.00
003 · Financial Services	14,543.75	14,531.84	11.91
004 · Legal			
004.3 · Legal Expense	0.00	0.00	0.00
004 · Legal - Other	21,660.00	15,430.00	6,230.00
Total 004 · Legal	21,660.00	15,430.00	6,230.00
005 · Town Planner			
005.3 · Town Planner	3,437.50	562.50	2,875.00
005 · Town Planner - Other	0.00	4,437.50	-4,437.50
Total 005 · Town Planner	3,437.50	5,000.00	-1,562.50
006 · Annual Audit	8,587.50	5,600.00	2,987.50
007 · Commissioner Stipends	9,250.00	8,250.00	1,000.00
008 · Payroll Taxes	65.75	9.15	56.60
Total 01 · PERSONNEL SERVICE	64,544.50	57,395.99	7,148.51
02 · OPERATING EXPENDITURES			
050 · Office/ Miscellaneous Expense	267.15	264.58	2.57
051 · Donation & Dues	632.00	602.00	30.00
052 · Postage & Printing	18.09	81.79	-63.70
053 · Legal Advertisement	0.00	56.98	-56.98
056 · Bank Service Charges	39.00	250.26	-211.26
057 · Insurance	6,658.00	6,344.00	314.00
059 · Utilities	523.23	2,944.88	-2,421.65
060 · Technology Expense	6,504.33	2,844.88	3,659.45
Total 02 · OPERATING EXPENDITURES	14,641.80	13,389.37	1,252.43
03 · Physical Environment			
054 · Street Lights, Utility Service	9,612.10	9,288.98	323.12
59.1 · Marina Electricity Expense	0.00	1,171.27	-1,171.27
59.2 · Marina Electricity Reimbursed	-3,099.33	-1,171.27	-1,928.06
Total 03 · Physical Environment	6,512.77	9,288.98	-2,776.21
6350 · Travel & Ent			
6370 · Meals	0.00	16.05	-16.05
Total 6350 · Travel & Ent	0.00	16.05	-16.05
6999 · Uncategorized Expenses	0.00	0.00	0.00
Total Expense	85,699.07	80,090.39	5,608.68
Net Ordinary Income	171,562.07	83,615.84	87,946.23
Other Income/Expense			
Other Income			

Town of Marineland
Statement of Revenues and Expenses YTD with Prior Year Comp
October 2024 through August 2025

	Oct '24 - Aug 25	Oct '23 - Aug 24	\$ Change
FEMA Reimbursement-Hur Matthew	0.00	100,130.04	-100,130.04
Possessory Interest Tax Revenue	0.00	2,391.56	-2,391.56
Sales Tax Collection Allowance	3.00	5.80	-2.80
300000 · Reimbursement	0.00	1,660.60	-1,660.60
Total Other Income	3.00	104,188.00	-104,185.00
Other Expense			
Commnty Redev Area Trnsfer Out	72,337.00	66,613.00	5,724.00
Marina Expenses	0.00	2,729.00	-2,729.00
Possessory Interest Tax Exp	0.00	2,391.56	-2,391.56
200 · Loan Interest	1,495.03	2,702.94	-1,207.91
201 · Debt Service	36,901.72	15,393.89	21,507.83
2200 · Intracoastal Marina Loan	0.00	5,284.61	-5,284.61
569000 · Marina Project	89,345.46	0.00	89,345.46
Total Other Expense	200,079.21	95,115.00	104,964.21
Net Other Income	-200,076.21	9,073.00	-209,149.21
Net Income	-28,514.14	92,688.84	-121,202.98



CONTRACTS AND LEGAL

RIVER TO SEA PRESERVE FACILITY USE AGREEMENT

WHEREAS, the Flagler County Board of County Commission (hereinafter called the "County") and the Town of Marineland (hereinafter called the "Town") acquired the River to Sea Preserve at Marineland located in Flagler County (hereinafter called the "Property") through the Florida Communities Trust land acquisition program; and

WHEREAS, the Management Plan of the Florida Communities Trust for the Property describes use by the Guana Tolomato Matanzas National Estuarine Research Reserve (GTMNERR) as an appropriate option for the structure that was a convenience store of the former campground on the Property ("Building") located at 9741 Ocean Shore Boulevard, Marineland, Florida, 32086; and,

WHEREAS, the Building includes a main office area (hereinafter called the "Main Office"), a classroom space, and an attached structure that previously housed a lab and dormitory, but which will be used as the County's Land Management Department (hereinafter called the "Lab"); and,

WHEREAS, the GTMNERR was designated as the nation's 25th Reserve by the National Oceanic and Atmospheric Administration; and,

WHEREAS, the Florida Department of Environmental Protection (hereinafter called the "Department") is responsible for the administration and operation of the GTMNERR; and,

WHEREAS, the Department needs facilities to accommodate the GTMNERR's operations requirements including administrative offices, research headquarters, public visitation and environmental education; and,

WHEREAS, the Department has indicated that the Main Office would provide needed resources for effective operation of the GTMNERR; and,

WHEREAS, the Town, the County and the Department desire to continue cooperating as partners toward the most efficient management of the GTMNERR; and,

WHEREAS, the Town, the County and the Department desire to share the Building to permanently house County and Town staff, as well as conduct official meetings, as described more specifically herein; and,

NOW, THEREFORE, BE IT RESOLVED, based on the foregoing recitals which are incorporated herein, that the County and the Town agree to allow the Department to use the Main Office portion of the Building and outdoor storage area as depicted in Exhibit A, which is attached hereto and incorporated herein, as a GTMNERR facility under the following terms and conditions of this Facilities Use Agreement (hereinafter called the "Agreement").

A. THE COUNTY SHALL assume the expenses of items noted below:

- (1) Repair the structural components of the Main Office and Lab, the air conditioning and the heating systems, the electrical system, and the plumbing systems to normal functional integrity and aesthetic quality. Repairs beyond the normal operating budget of the County are to be conducted at the sole discretion of the County.

- (2) Provide a program of Insurance or self-insurance covering its liabilities as prescribed by Sections 768.28, Florida Statutes.
- (3) Obtain hazard insurance for the Building and maintain said hazard insurance during the period of the Department's occupancy.

In addition, the County shall:

- (1) Use the Lab as office space for County Land Management staff.
- (2) Obtain and assume the costs of electrical service, maintenance of electrical and plumbing services for the Main Office and Lab. The County will pay the cost of water and sewer utility services.
- (3) Obtain and assume the costs of custodial services, internet access and telephone service for the Lab.
- (4) Maintain the landscaping and parking lot around the Building.

B. THE DEPARTMENT SHALL, throughout its occupancy of the Main Office:

- (1) Obtain and assume the costs of custodial services, telephone service and internet access. The Department will pay the cost of solid waste and/or recycling.
- (2) Assume the costs for the repair of any damage to the Main Office due to GTMNERR operations, except for that which results from normal wear and tear.
- (3) Provide a program of Insurance or self-Insurance covering its liabilities as prescribed by Sections 768.28, Florida Statutes.
- (4) Incur the cost of any and all structural alterations to the Main Office that it deems necessary for future GTMNERR operation. Proposed structural alterations shall be submitted in writing for the written approval of the Flagler County Administrator and the Mayor of the Town of Marineland in their sole discretion. Such approval or denial will be provided within thirty days of receipt of the request.
- (5) Not sublet any part of the Main Office. If GTMNERR wishes to allow invitees to utilize any portion of the Building, it must not charge a fee and must obtain the prior written approval of the County. The County may inquire about the nature of the proposed use and other information reasonably necessary to make a decision. Notwithstanding the foregoing, GTMNERR may not assign any of its obligations hereunder to third parties.
- (6) Not assume any responsibility for managing the property adjacent to the Main Office.
- (7) Assume the responsibility for any damage to or loss of Department property resulting from fire, or other casualty, occurring to the Main Office.
- (8) Use the facility in accordance with the terms herein, the River to Sea Preserve Management Plan and in accordance with all applicable laws, rules, and regulations.

C. TERMINATION, DISPUTE RESOLUTION, AND NOTICE.

- (1) The GTMNERR may terminate this Agreement at any time without cause by providing the County and Town written notice thirty days prior to the date of termination.
- (2) In the event of a dispute between the parties arising out of the use of the Building or a breach of this Agreement, the party alleging dispute shall provide written notice of the dispute to the other parties. The parties shall then assign a representative to negotiate in good faith to resolve the dispute. No party may initiate legal proceedings until at least thirty days have passed after receipt of the notice of dispute and negotiations have not resolved the dispute. Venue for litigation shall be in the Seventh Judicial Circuit in and for Flagler County, Florida.
- (3) The County and Town may terminate this Agreement only for breach of this Agreement, after providing GTMNERR written notice of breach and a thirty-day period to cure the breach or other reasonable time as set forth in the notice. If after the cure period, the breach is not cured to the satisfaction of the County and Town, the County or Town may terminate this Agreement by providing written notice sixty days prior to the date of termination.
- (4) Any notice required by this Agreement shall be provided by certified U.S. Mail, return receipt requested or reputable overnight courier to the addresses listed below:

For County:
Attn.: County Administrator
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

For Town:
Attn.: Mayor
176 Marina Drive
Marineland, FL 32080

For GTMNERR:
Attn.: Program Administrator
Office of Resilience and Coastal Protection
Florida Department of Environmental Protection
9741 N. Ocean Shore Blvd
St Augustine, FL, 32080

D. MUTUAL PROVISIONS:

- (1) The GTMNERR may utilize the Main Office for an Initial term of ten (10) years from the date of execution. Thereafter, unless either party notifies the others in writing at least ninety (90) calendar days before the expiration date, this Agreement shall automatically be renewed for a five-year term. Successive automatic renewals, if any, shall each be for a term of five (5) years.
- (2) Unless provided otherwise herein, the Main Office and property shall be used only for the transaction of official Department, County, or Town business. The Town may utilize the classroom space within the Main Office for the conduct of public meetings, including those of its appointed committees. The Town will provide GTMNERR as much as advance notice of the public meetings as is practicable. In

the event of a conflict in the scheduling between the GTMNERR and the Town for use of the Main Office, the Town shall have first priority.

- (3) The Main Office, Lab, and the surrounding Property shall be designated "non-smoking".
- (4) Each party shall designate a primary point of contact responsible for communication regarding this Agreement. The parties may convene annually, or as needed, to review and discuss use, maintenance, and future needs associated with the Building. If circumstances change such that any party to this agreement wishes to make changes, all parties shall negotiate in good faith to produce a fair and equitable resolution.
- (5) Each party shall be responsible for its own acts and omissions. Each party shall, subject to the scope and monetary limitations of Section 768.28, Florida Statutes, indemnify the others for claims arising out of the indemnifying party's negligent or wrongful conduct under this Agreement and for claims arising out of breach of this Agreement. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County, Town, or Department under Section 768.28, Florida Statutes, nor as consent to be sued by third parties.
- (6) Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory or permitting authority of the Department, the County or the Town as it exists now or hereafter under applicable laws, rules and regulations.
- (7) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. This Agreement may be amended only by a written instrument referring to this Agreement and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the dates indicated below.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Andrew S. Dance, Chair

Date:_____

ATTEST:

Tom Bexley, Clerk of the Circuit Court and
Comptroller

APPROVED AS TO FORM

Sean S. Moylan, Deputy County Attorney

TOWN OF MARINELAND

Dewey Dew, Mayor

Date:_____

Attest:

Town Clerk

APPROVED AS TO FORM

Dennis K. Bayer, Town Attorney

[Signature Page to Follow.]

GUANA TOLOMATO MATANZAS NATIONAL
ESTUARINE RESEARCH RESERVE

Scott Eastman, Program Administrator

Date: _____

[Exhibit A to Follow.]

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

LEISURE INVESTMENTS HOLDINGS LLC,
et al.,¹

Debtors.

Chapter 11

Case No. 25-10606 (LSS)

(Jointly Administered)

Ref. Docket No. 402

**NOTICE OF PROPOSED SALE, BIDDING PROCEDURES,
AUCTION, AND SALE HEARING**

PLEASE TAKE NOTICE that, on March 31, 2025, Leisure Investments Holdings LLC and certain of its affiliates (collectively, the “**Debtors**”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, on July 2, 2025, the Debtors filed a motion [Docket No. 299] (the “**Bidding Procedures Motion**”)² with the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) seeking, among other things, entry of an order: (i) approving proposed bidding procedures (the “**Bidding Procedures**”) by which the Debtors will solicit and select the highest or otherwise best offer for the sale of substantially all or a portion of their assets (the “**Assets**”), free and clear of all liens, claims, interests, and encumbrances, through one or more sales of the Assets (each, a “**Sale Transaction**” or “**Sale**”); (ii) establishing procedures for the assumption and assignment of executory contracts and unexpired leases, including notice of proposed cure amounts; (iii) approving the form and manner of notice with respect to certain procedures, protections, schedules, and agreements described herein and attached hereto, including the Debtors’ selection of one or more stalking horse bidders (each a “**Stalking Horse Bidder**”), if any, and the provision of Bid Protections to such Stalking Horse Bidder, if necessary; (iv) scheduling (a) an auction (the “**Auction**”) if the Debtors receive one or more timely and acceptable Qualified Bids and (b) a final hearing or hearings (each, a “**Sale Hearing**”) to approve one or more Sales of the Assets; and (v) granting related relief.

¹ Due to the large number of Debtors in these chapter 11 cases a complete list of the Debtors is not provided herein. A complete list of the Debtors along with the last four digits of their tax identification numbers, where applicable, may be obtained on the website of the Debtors’ noticing and claims agent at <https://veritaglobal.net/dolphinco>, or by contacting counsel for the Debtors. For the purposes of these chapter 11 cases, the address for the Debtors is Leisure Investments Holdings LLC, c/o Riveron Management Services, LLC, 600 Brickell Avenue, Suite 2550, Miami, FL 33131.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bidding Procedures Motion.

PLEASE TAKE FURTHER NOTICE that, on July 29, 2025, the Bankruptcy Court entered an order approving the Bidding Procedures Motion [Docket No. 402] (the “**Bidding Procedures Order**”).³

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, the Debtors are pursuing, among other things, a Sale of the following assets and operations (the “**Other Florida Assets**”): (1) the assets and operations located at 61 Hawks Cay Blvd., Duck Key, FL 33050; (2) the assets and operations located at 9600 Oceanshore Blvd., St Augustine, FL 32080; and (3) the assets located at 15412 Front Beach Rd., Panama City Beach, FL 32413.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, the Debtors are authorized to enter into one or more agreements (each, a “**Stalking Horse Agreement**”) with one or more Stalking Horse Bidders regarding a Sale Transaction. In the event that the Debtors select one or more parties to serve as a Stalking Horse Bidder, upon such selection, the Debtors shall file the Stalking Horse Notice with the Bankruptcy Court and serve the Stalking Horse Notice on the Bid Procedures Notice Parties with seven (7) days’ notice of and an opportunity to object to the designation of such Stalking Horse Bidder and disclosure of the Bid Protections set forth in the Stalking Horse Agreement. Absent a timely objection, the Debtors selection of such Stalking Horse Bidder shall be deemed designated without further order of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, if the Debtors receive two or more timely and acceptable Qualified Bids for the same Assets, the Debtors will conduct the Auction, unless otherwise canceled or adjourned, on **October 13, 2025 at 10:00 a.m. (prevailing Eastern Time)** at the offices of counsel for the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Wilmington, DE 19801, or such other place and time as the Debtors shall notify all Qualified Bidders and the Consultation Parties.⁴ Any party that wishes to participate in the sale process and submit a bid for the Other Florida Assets must submit its Bid in accordance with the Bidding Procedures by **October 6, 2025 at 12:00 p.m. (prevailing Eastern Time)** (the “**Bid Deadline**”). Only the Debtors, the Consultation Parties, the Stalking Horse Bidder(s) (if any), any other Qualified Bidder and/or other party that provides three (3) business days’ written notice to counsel to the Debtors of their intent to attend the Auction, in each case, along with their representatives and advisors, shall be entitled to attend the Auction (such attendance to be in person), and only Qualified Bidders will be entitled to make Overbids at the Auction. **All interested or potentially affected parties should carefully read the Bidding Procedures and the Bidding Procedures Order.**

PLEASE TAKE FURTHER NOTICE that the Sale Hearing to consider approval of the sale of the Other Florida Assets, **free and clear of all liens, claims, interests, and encumbrances in accordance with section 363(f) of the Bankruptcy Code, to the Successful Bidder(s) will be held on October 27, 2025 at 2:00 p.m. (prevailing Eastern Time)** before the Honorable Laurie Selber Silverstein, United States Bankruptcy Judge for the District of

³ In the event of any conflict between the terms hereof and the Bidding Procedures Order, the terms of the Bidding Procedures Order shall control. The Debtors encourage parties in interest to review the Bidding Procedures Order, including the Bidding Procedures, in their entirety.

⁴ Pursuant to the Bidding Procedures, the Debtors may adjourn or cancel the Auction at or prior to the Auction.

Delaware, 824 N. Market Street, 6th Floor, Courtroom No. 2, Wilmington, Delaware 19081. The Sale Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by a notice or agenda filed on the docket of these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that any objection(s) to the Sales(s) must be filed no later than **October 6, 2025 at 4:00 p.m. (prevailing Eastern Time)** and served on the following parties (collectively, the “**Objection Recipients**”): (i) counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Wilmington, DE 19801, Attn: Sean T. Greecher (sgreecher@ycst.com) and Jared W. Kochenash (jkochenash@ycst.com); (ii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Room 2207, Lockbox 35, Wilmington, DE 19801, Attn: Benjamin A. Hackman (Benjamin.a.hackman@usdoj.gov); (iii) counsel to the Official Committee of Unsecured Creditors, (a) Raines Feldman Littrell LLP, 824 North Market Street, Suite 805, Wilmington, DE 19801, Attn: Thomas J. Francella, Jr. (tfrancella@raineslaw.com) and (b) Law Offices of Manganelli, Leider & Savio, P.A., 1900 N.W. Corporate Blvd., Ste. 200W, Boca Raton, FL 33431, Attn: Christian Savio (csavio@mls-pa.com); (iv) the DIP Lenders and counsel to the DIP Lenders, Baker & McKenzie LLP, 830 Brickell Plaza, Suite 3100, Miami, FL 33131, Attn: Paul J. Keenan Jr. (paul.keenan@bakermckenzie.com), and 452 Fifth Avenue, New York, New York 10018, Attn: Blaire A. Cahn (blaire.cahn@bakermckenzie.com) ; (v) the DIP Agent, GLAS Americas, LLC, 3 Second Street, Suite 206 Jersey City, NJ 07311, Re: Triton Investments Holdings, LLC (clientservices.usadcm@glas.agency); (vi) counsel to the DIP Agent, Foley & Lardner LLP, 111 Huntington Avenue, Suite 2500, Boston, MA 02199, Attn: Adrienne K. Walker (awalker@foley.com); (vii) the Prepetition First Lien Agent and the Prepetition Second Lien Agent, GLAS Americas, LLC, 3 Second Street, Suite 206 Jersey City, NJ 07311; Attn: Controladora Dolphin, S.A. de C.V-Collateral Agent (clientservices.usadcm@glas.agency); (viii) counsel to the Prepetition First Lien Agent and the Prepetition Second Lien Agent, Foley & Lardner LLP, 111 Huntington Avenue, Suite 2500, Boston, MA 02199, Attn: Adrienne K. Walker (awalker@foley.com); and (ix) all parties that have requested notice in these Chapter 11 Cases.

PLEASE TAKE FURTHER NOTICE that any objections relating to the conduct of the Auction (an “**Auction Objection**”) must be filed and served so as to be actually received by the Objection Recipients and counsel to any Successful Bidder(s) by **October 16, 2025 at 4:00 p.m. (prevailing Eastern Time)** (the “**Auction Objection Deadline**”).

CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION:

ANY PARTY OR ENTITY WHO FAILS TO TIMELY FILE AND SERVE A SALE OBJECTION ON OR BEFORE THE SALE OBJECTION DEADLINE, OR RAISE AN AUCTION OBJECTION ON OR BEFORE THE AUCTION OBJECTION DEADLINE, IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER MAY BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE OTHER FLORIDA ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS EFFECTED THEREUNDER.

PLEASE TAKE FURTHER NOTICE that a separate notice will be provided to counterparties, which will inform such counterparties of the deadline to object to the assumption and assignment of the Debtors' executory contracts and unexpired leases that may be assumed and assigned in connection with the Sale.

PLEASE TAKE FURTHER NOTICE that any party interested in receiving more information regarding the sale of the Assets and/or copies of any related document, including the Bidding Procedures Motion or the Bidding Procedures Order, may make a written request to: counsel for the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Wilmington, DE 19801, Attn: Jared W. Kochenash (jkochenash@ycst.com). In addition, copies of the Bidding Procedures Motion, the Bidding Procedures Order and this notice may be examined by interested parties (i) free of charge at the website established for these chapter 11 cases by the Debtors' Court-approved claims agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at <https://veritaglobal.net/dolphinco>, or (ii) on the Court's electronic docket for the Debtors' chapter 11 cases, which is posted at www.deb.uscourts.gov (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov).

Dated: September 5, 2025

Jared W. Kochenash

YOUNG CONAWAY STARGATT & TAYLOR, LLP

Robert S. Brady (No. 2847)

Sean T. Greecher (No. 4484)

Allison S. Mielke (No. 5934)

Jared W. Kochenash (No. 6557)

Rodney Square

1000 North King Street

Wilmington, DE 19801

Telephone: (302) 571-6600

Email: rbrady@ycst.com

sgreecher@ycst.com

amielke@ycst.com

jkochenash@ycst.com

Counsel to the Debtors and Debtors in Possession



**OTHER
RELEVANT
DOCUMENTS**

SPECIAL EVENTS September 2025

Mercer/Kotowski Wedding 9/13/2025 9/04/2025

River to Sea Preserve (East side A1A) North Beach
River to Sea Preserve (East side A1A) South Beach
5PM-8PM

21-99 ppl **\$100 fee not paid**

Acoustic music

We will be playing 1 accounting song for roughly 5 minutes at 7pm

Sign by the steps on the dock

No tents/ no alcohol

Normal parking lot, expecting about 10 cars

We will stay and get all items picked up and leave the beach in perfect condition

Self planner

Lauren Mercer

720-602-0047

lauren.mercer@colorado.edu

FLAGLER COUNTY VULNERABILITY ASSESSMENT AND COMPOUND FLOODING OVERVIEW



FARA ILAMI – REGIONAL RESILIENCY MANAGER
ANDREW PROKOPIAK - SR. RESILIENCY PLANNER



WHAT IS A VULNERABILITY ASSESSMENT?

A Vulnerability Assessment is a study undertaken to identify the impacts of different types of flooding on community assets in both the natural and built environments.



WHY WAS A VULNERABILITY ASSESSMENT COMPLETED?

Practical Reasons:

- Identifies areas, structures, and other infrastructure specifically at risk to flooding
- Allows prioritization of resiliency planning projects based on concrete data

Compliance Purposes:

- It is a requirement of the State of Florida
- State-funded resilience project prerequisite

(Flagler County provides statutory compliance to all the municipalities within the county)

FLORIDA STATUTE 380.093 “RESILIENT FLORIDA GRANT PROGRAM”

Signed into law in May 2021 to assess flood vulnerability and sea level rise on a statewide level

- Identifies “Critical Asset” categories:
 - Transportation assets and evacuation routes, including airports, bridges, bus terminals, ports, major roadways, marinas, rail facilities, and railroad bridges.
 - Critical infrastructure, including wastewater treatment facilities and lift stations, stormwater treatment facilities and pump stations, drinking water facilities, water utility conveyance systems, electric production and supply facilities, solid and hazardous waste facilities, military installations, communications facilities, and disaster debris management sites.
 - Critical community and emergency facilities, including schools, colleges, universities, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, health care facilities, hospitals, law enforcement facilities, local government facilities, logistical staging areas, affordable public housing, risk shelter inventory, and state government facilities.
 - Natural, cultural, and historical resources, including conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets.

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What Flood Hazards Do Vulnerability Assessments Cover?

- **Rainfall-induced flooding**

This occurs when the amount of rain exceeds the ground absorption rate and will travel along the path of least resistance. *(100- & 500-year floods)*

- **Storm surge flooding**

Is an abnormal rise of water generated by a storm and pushed inland.

- **Tidal flooding (Highest High Tides)**

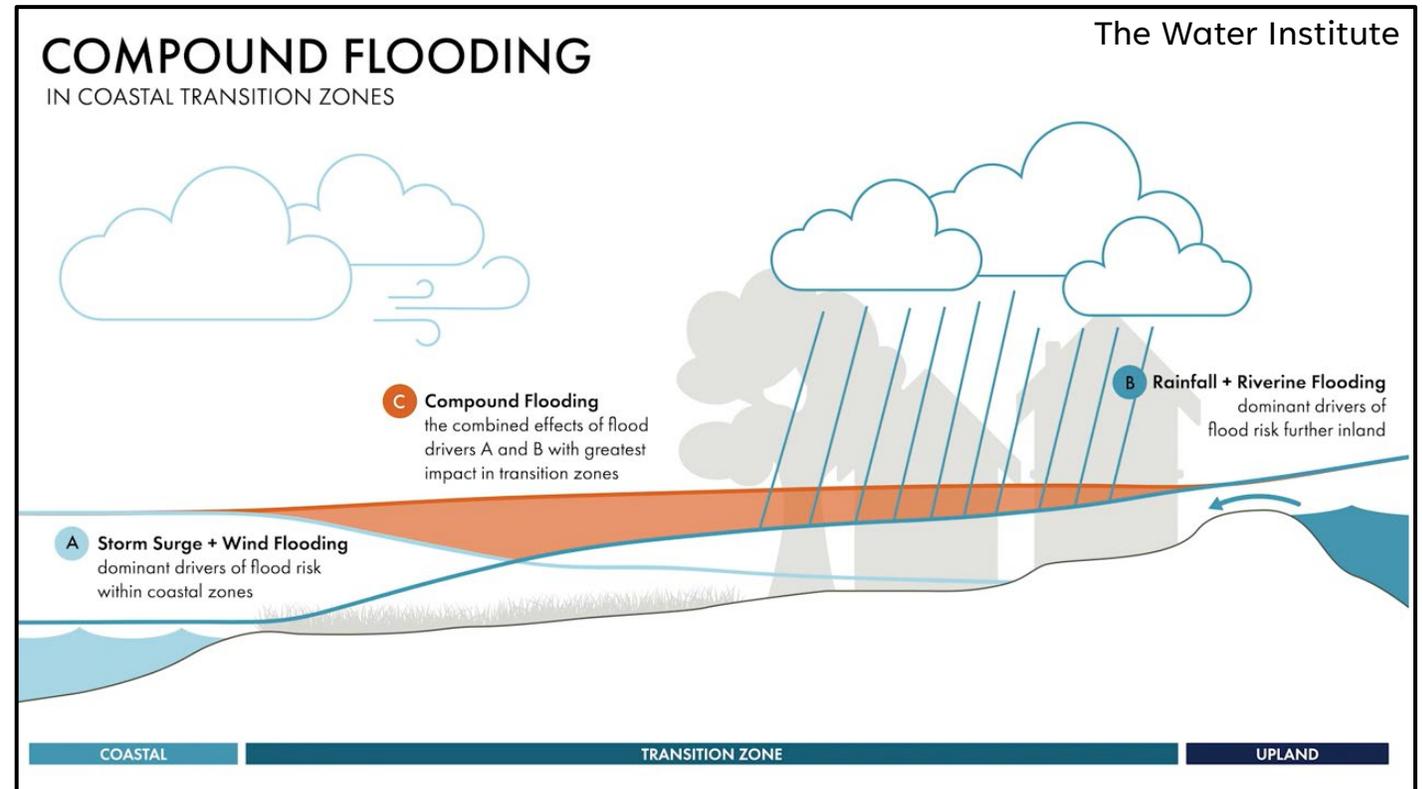
(AKA sunny day flooding or nuisance flooding)

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What Flood Hazards Do Vulnerability Assessments Cover?

- **Compound Flooding**

Compound flooding occurs when one or more flood events happen simultaneously.



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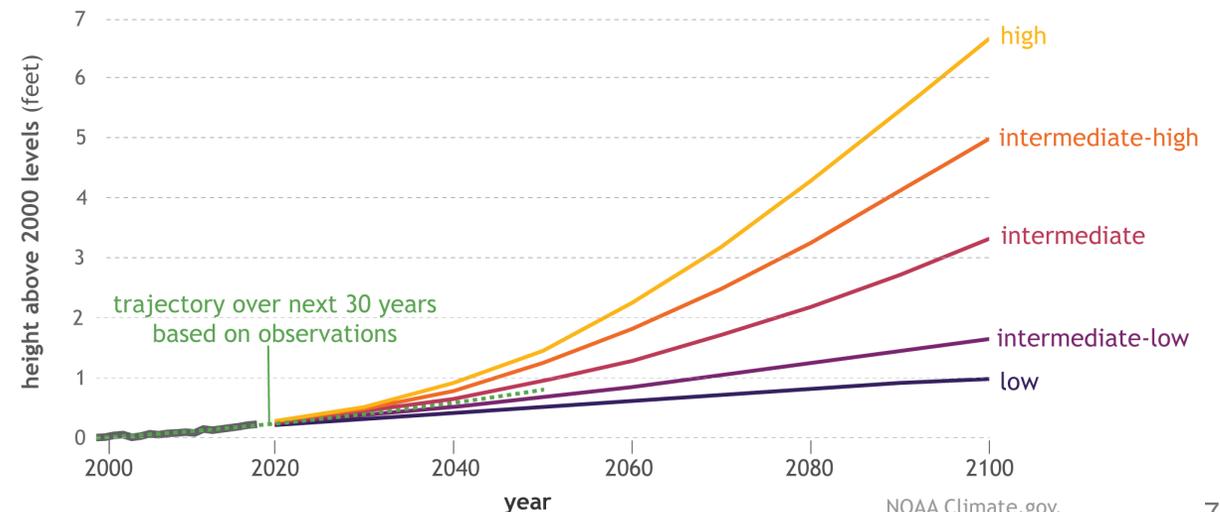
What Flood Hazards Do Vulnerability Assessments Cover?

- **Sea level rise**

- Current ocean levels
- 2040 Intermediate Low & High
- 2070 Intermediate Low & High

These projections are based on NOAA 2022 planning horizons.

Possible pathways for future sea level rise



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State Requirements:

- Data: A complete list of assets
- Exposure Analysis: A report of what assets are exposed to flood depths
- Sensitivity Analysis: A report of how at-risk specific critical assets are

State Recommended Items:

- Community outreach and public presentations on the findings
- Focus area workshopping by steering committee

VULNERABILITY ASSESSMENT ANALYSIS

Flagler County, working with the Northeast Florida Regional Council completed a vulnerability assessment at the end of 2024.

The NEFRC partnered with Halff and Associates to complete this project.

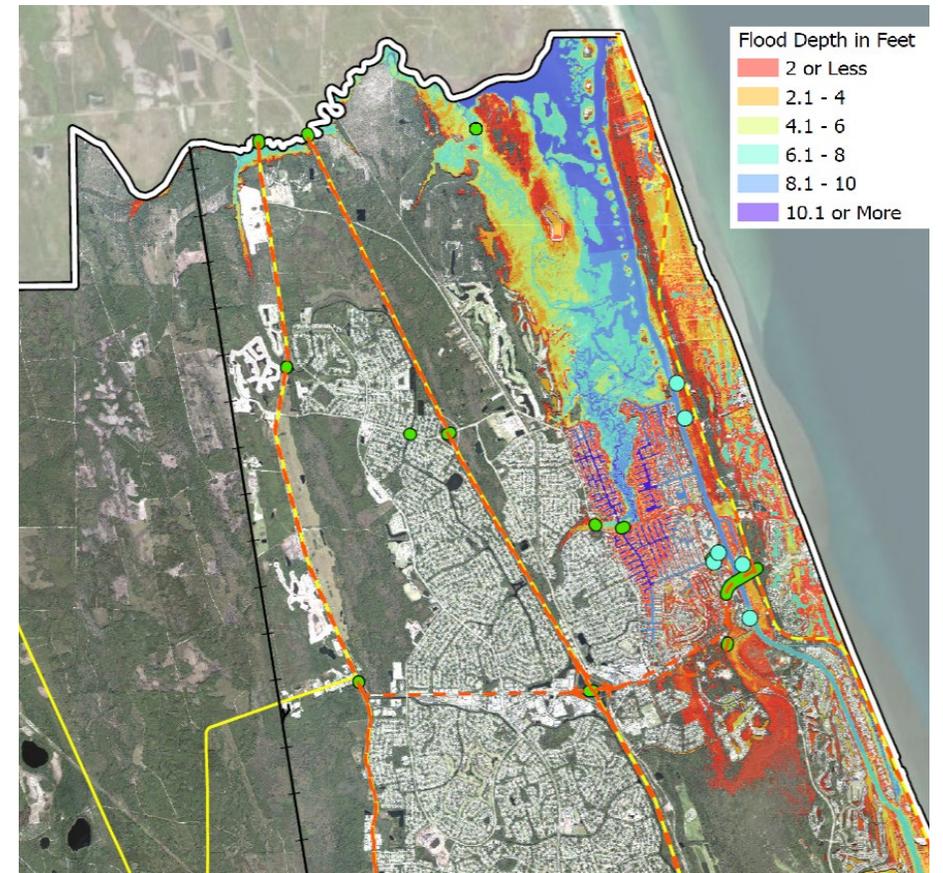


VULNERABILITY ASSESSMENT ANALYSIS

The results of the vulnerability assessment highlight the threat of **tidal, storm surge, rainfall, and compound flooding events**.

Beverly Beach, Palm Coast, Flagler Beach, Marineland, and the rest of coastal Flagler are currently and will continue to be at risk to coastal and storm flooding.

This necessitates the need for coastal communities to adapt to the current and future risks.

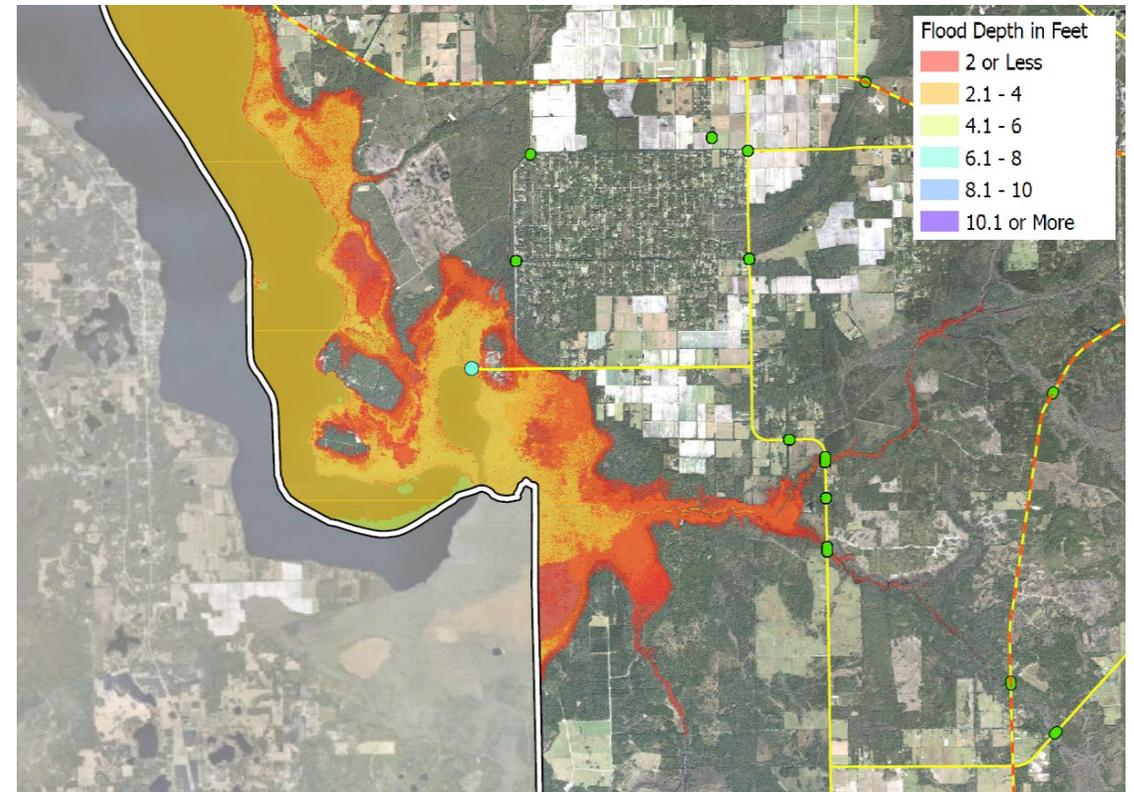


VULNERABILITY ASSESSMENT ANALYSIS

The vulnerability assessment also highlights risks beyond the coastal communities.

Much of inland western Flagler is also at risk in addition to areas near Bunnell from the waters in Crescent Lake.

The risks for inland and coastal areas will only be exacerbated by potential sea level rise projections.



500-year storm for transportation assets in western Flagler near Crescent Lake

COMPOUND FLOODING ANALYSIS

The Northeast Florida Regional Council partnered with Taylor Engineering to complete the technical analysis for Flagler county.

This was completed as part of a grant from the Florida Department of Environmental Protection for Flagler County to supplement the vulnerability assessment.

TAYLOR
ENGINEERING, INC.

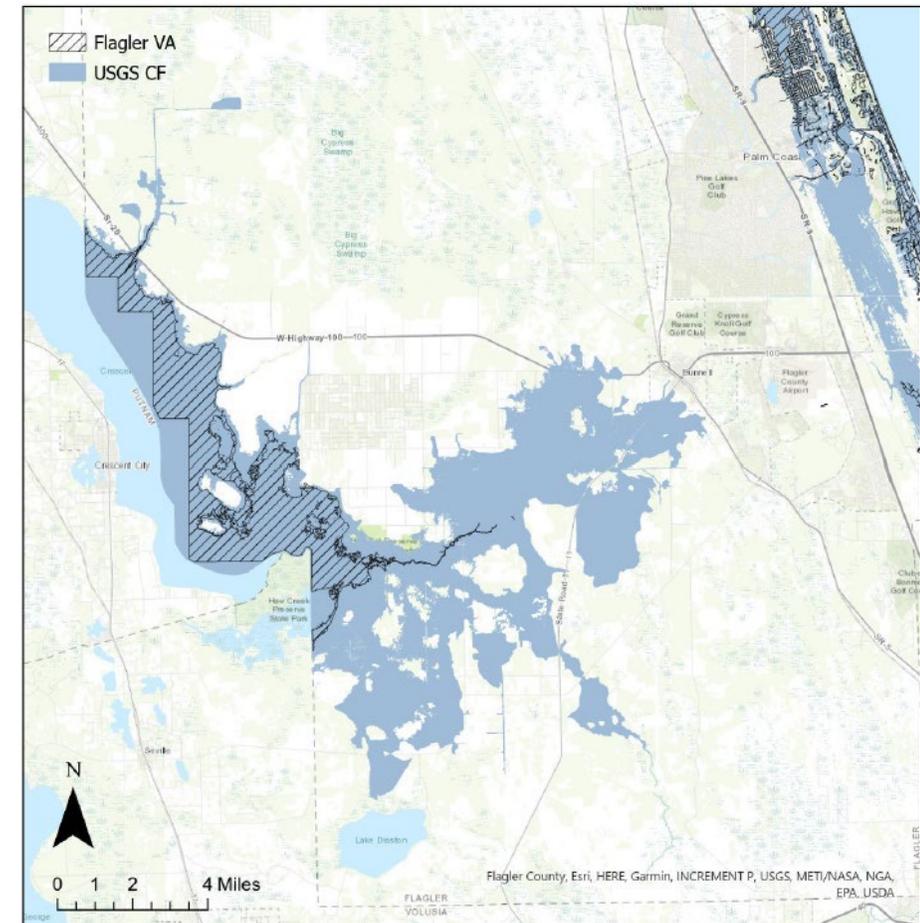


COMPOUND FLOODING ANALYSIS

The compound flooding analysis expands significantly upon the initial vulnerability assessment flood data.

The image on the right highlights the inundation of a compound flood event and the need to have them modeled.

The hashed area is from the original vulnerability assessment and the blue is the inundation from a compound flood event showing the additional inundation.

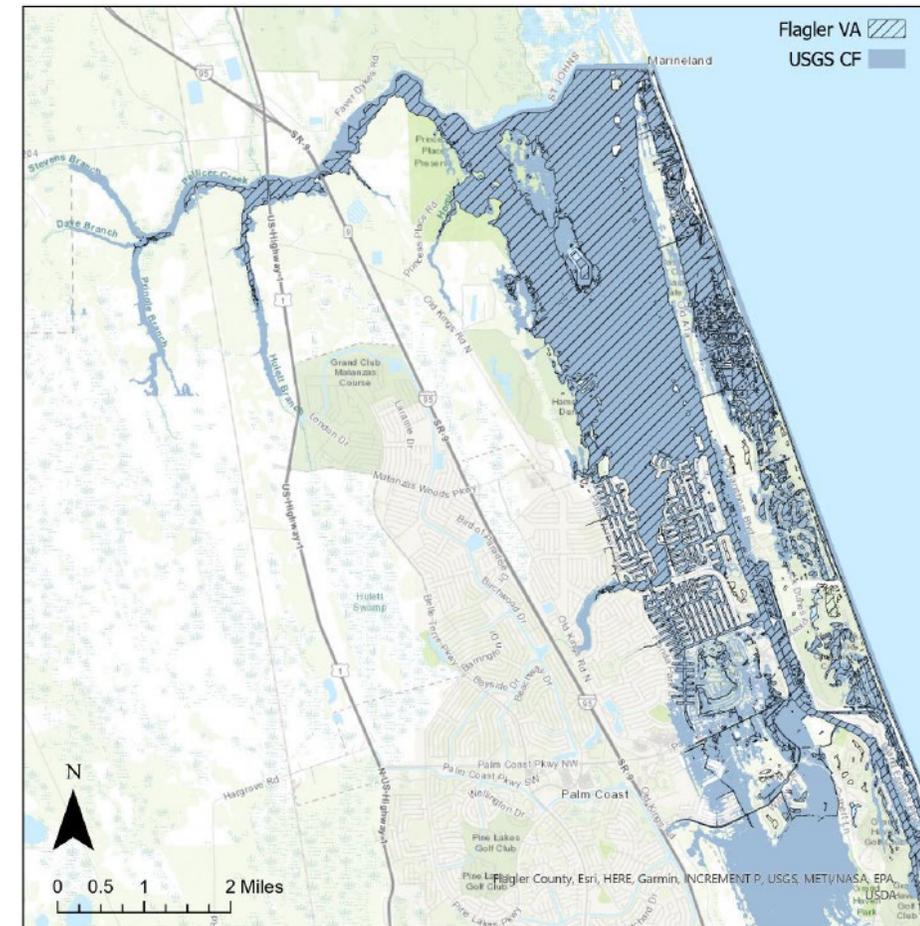


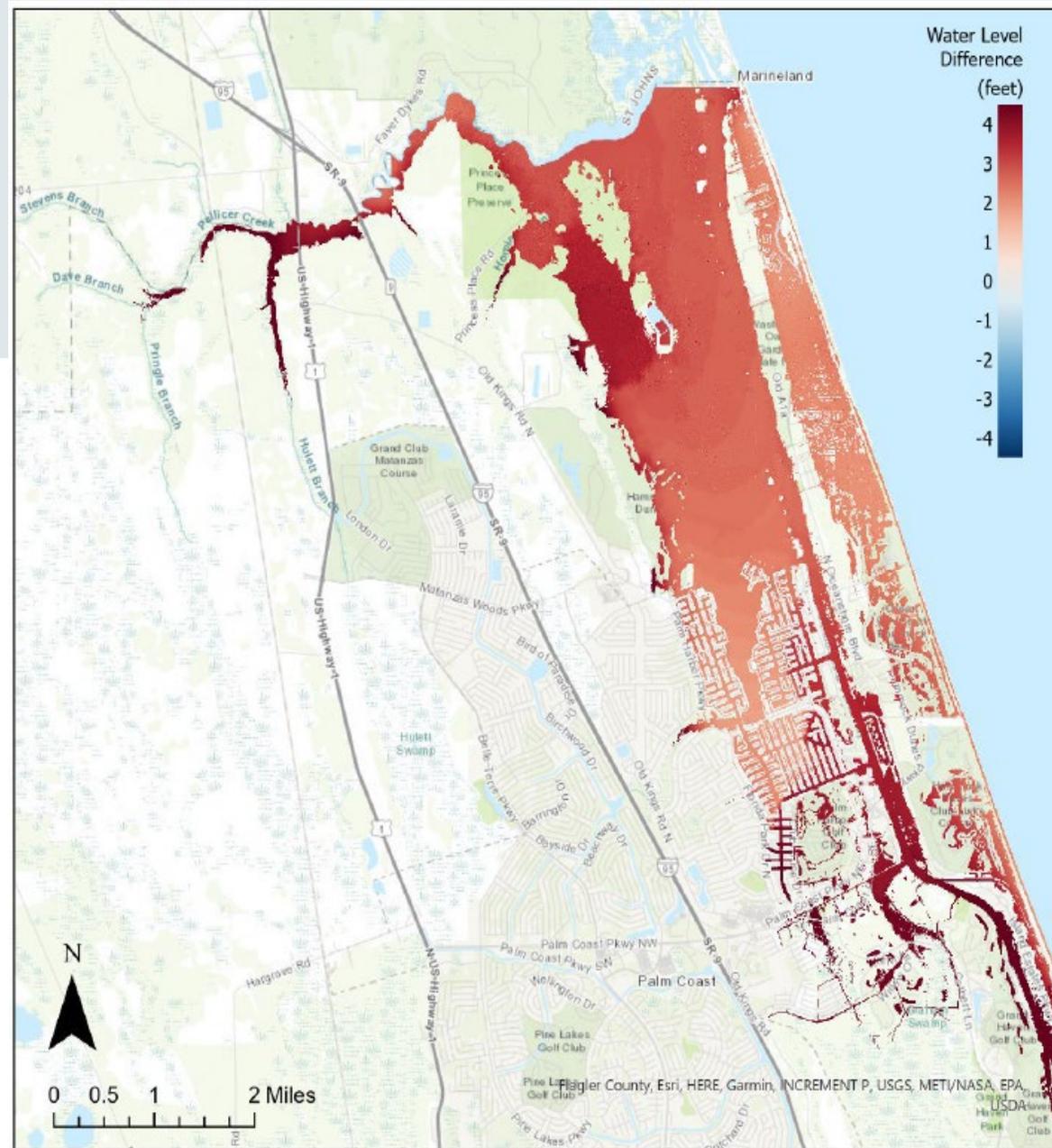
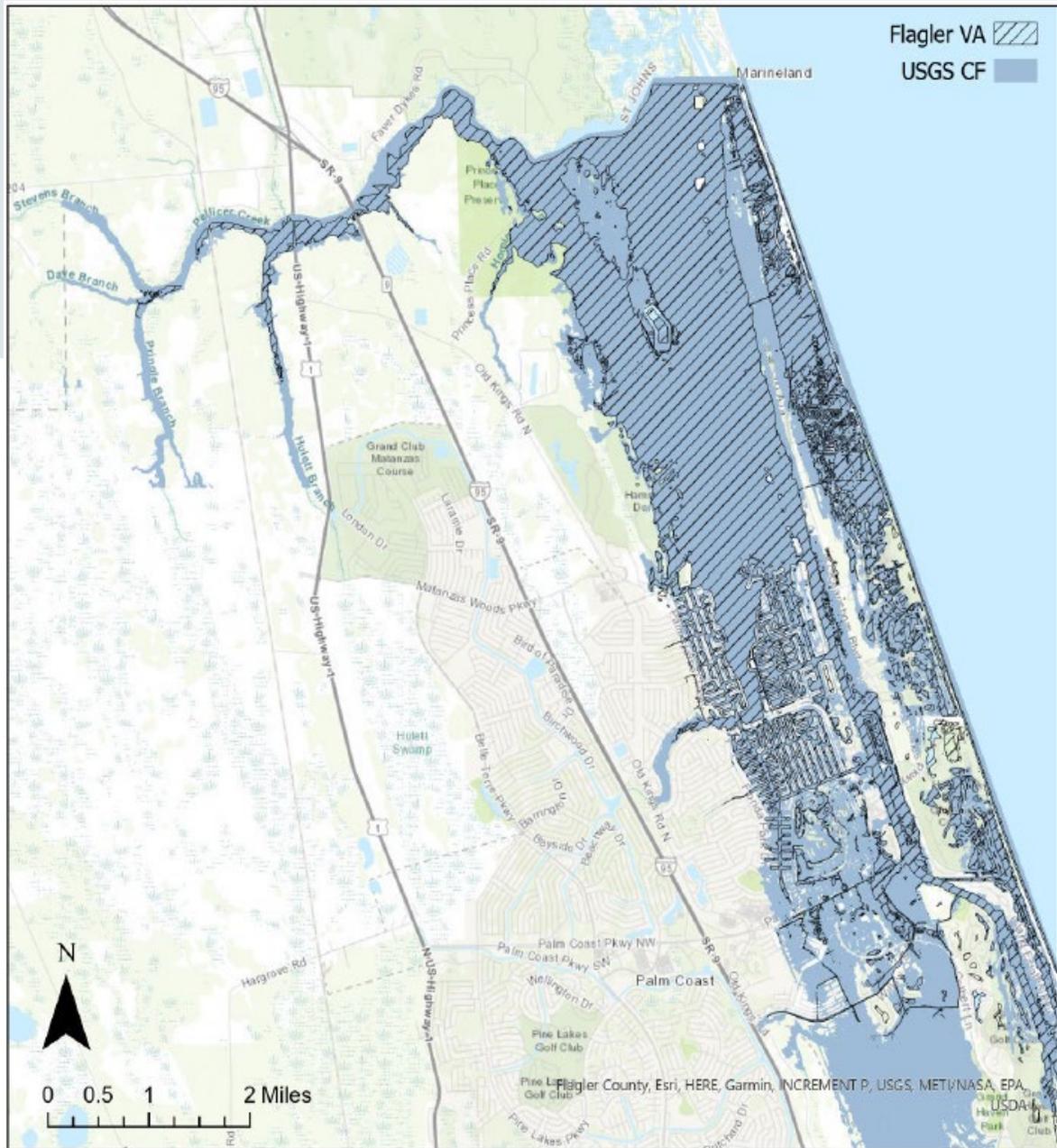
COMPOUND FLOODING ANALYSIS

In addition to further inundation compound events can drastically increase depth of water.

The analysis identifies depth differences of more than 5' of water in some scenarios against the standard vulnerability assessment hazards.

Having this data and modeling available will allow prioritization of projects and potentially gain funding for adaptation and implementation.





– 2040 Intermediate-Low (NOAA 2017), 1% AEP Storm Event (ft)

FLAGLER ADAPTATION PLAN

In addition to the compound flooding analysis, Flagler County was funded to develop an adaptation plan.

The adaptation plan will list and describe measures in the near (1-5 years) and medium (5-10 years) terms to mitigate and adapt to flood hazards identified in both the vulnerability assessment and compound analysis.



Example of an adaptation measure of beach renourishment being implemented

FLAGLER ADAPTATION PLAN

Measures for the adaptation plan are bucketed into categories of assets from the vulnerability assessment determined to be a priority for Flagler County.

Examples of adaptation measures in the plan:

- **Roadways and Evacuation Routes**
 - Bioswales**
 - Roadway Elevation**
- **Beaches and Coastal Zones**
 - Beach Renourishment**
 - Natural Vegetation**
- **Critical Infrastructure**
 - Elevating lift stations**
 - Underground utilities**



Example of an urban bioswale used to collect stormwater

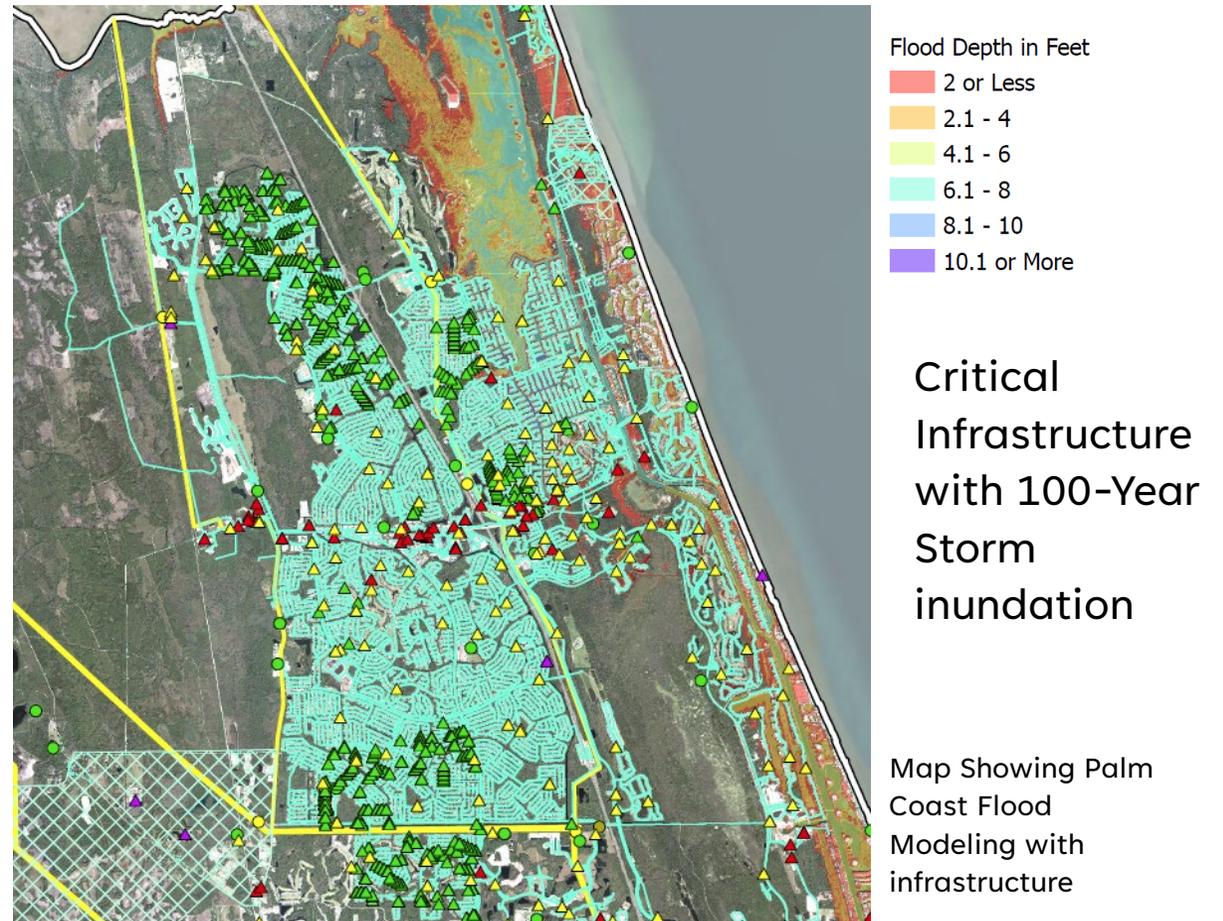
HOW CAN THIS BE USED

Data can be utilized to update numerous plans and codes such as:

- Land Development
- Stormwater Master Plans
- Comprehensive Plans

Data can also be utilized to prioritize specific projects based on the depths and sensitivity to specific assets like sensitive lift stations, municipal buildings, and other.

Data can be integrated with a GIS dashboard to show current and future flood risks beyond standard FEMA flood maps.



WHAT CAN THE NEFRC PROVIDE

The NEFRC has all the data and modeling available to integrate into a GIS system

Maps of assets and depths based on specific hazards are available from us and on the Resilient First Coast Website in addition to the Vulnerability Assessment and Compound Flooding Report



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THANK YOU

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