



GRAND  HAVEN

*Advanced Meeting Package*

*Regular Meeting*

*Thursday*  
*January 19, 2023*  
*9:00 a.m.*

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

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

# Grand Haven Community Development District

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## Development Planning and Financing Group

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

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

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Grand Haven Community Development District is scheduled for **Thursday, January 19, 2023, at 9:00 a.m.** at the **Grand Haven Room**, at the **Grand Haven Village Center**, located at **2001 Waterside Parkway, Palm Coast, Florida 32137**.

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

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

Sincerely,

*David McInnes*

David McInnes  
District Manager

Cc: Attorney  
Engineer  
District Records

District: **GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Thursday, January 19, 2023  
Time: 9:00 AM  
Location: Grand Haven Room, at the Grand Haven Village Center, located at 2001 Waterside Parkway, Palm Coast, Florida 32137  
Website: <https://www.grandhavencdd.org/>

Ways to Follow Meeting:

Zoom:

<https://vestapropertyservices.zoom.us/j/7055714830?pwd=dUFTN091cjVHZzluYUN0bIEwUUYydz09>

Phone (Listen Only): +1 (929) 205-6099

Meeting ID: 7055714830#

### *Revised Agenda*

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

**II. Pledge of Allegiance**

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

**IV. Staff Reports**

A. Amenity Manager: John Lucansky [Exhibit 1](#)

B. District Engineer: David Sowell

C. Operations Manager: Barry Kloptosky  
1. Presentation of Capital Project Plan Tracker [Exhibit 2](#)

2. Monthly Report [Exhibit 3](#)

D. District Counsel: Scott Clark [Exhibit 4](#)

1. Draft Post Order Changes

2. **Ad-Hoc Fact Finding Guidelines**

E. District Manager: David McInnes

1. Meeting Matrix [Exhibit 5](#)

2. Action Item Report [Exhibit 6](#)

3. Post Storm Report – *To Be Distributed*

**V. Consent Agenda Items**

A. Consideration for Acceptance – The November 2022 Unaudited Financial Report [Exhibit 7](#)

B. **Consideration for Acceptance – The December 2022 Unaudited Financial Report** [Exhibit 8](#)

C. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held December 1, 2022 [Exhibit 9](#)

**VI. Business Items**

- A. Consideration of Approval for Dock Behind Residence – *previously presented* [Exhibit 10](#)
- B. Consideration & Adoption of **Resolution 2023-03**, Designating Records Office [Exhibit 11](#)
- C. Consideration of S.E. Cline Curb/ Root Infiltration Repairs Proposal [Exhibit 12](#)
- D. Consideration of Yellowstone Croquet Court Maintenance Proposal [Exhibit 13](#)

**VII. Rules, Policies, & Fees for All Amenity Facilities Public Hearing**

- A. Open the Public Hearing
- B. Presentation of Rules [Exhibit 14](#)
- C. Public Comments – *limited up to 3 minutes per individual*
- D. Close the Public Hearing
- E. Consideration & Adoption of **Resolution 2023-04**, Adopting the Updated Rules, Policies, & Fees for All Amenity Facilities [Exhibit 15](#)

**VIII. Discussion Items**

- A. Presentation of Update on Resident Survey – Supervisor Polizzi [Exhibit 16](#)
  - 1. Town Hall Agenda with Speakers
    - a. Start & Stop Times
    - b. Time for Resident Questions & Comments
    - c. Moderator Designation
    - d. Communication to Community
- B. FY 2024 Budget – Continued [Exhibit 17](#)
- C. To-Do Lists
  - 1. Supervisor Polizzi [Exhibit 18](#)
  - 2. Supervisor Dr. Stass-Isern [Exhibit 19](#)
  - 3. Supervisor Foley [Exhibit 20](#)
  - 4. Supervisor Flanagan [Exhibit 21](#)
  - 5. Supervisor Crouch [Exhibit 22](#)

**IX. Supervisors' Requests**

**X. Action Items Summary**



**XI. Next Meeting Quorum Check: February 2, 9:00 AM**

John Polizzi	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Dr. Merrill Stass-Isern	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Kevin Foley	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Michael Flanagan	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Nancy Crouch	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO

**XII. Adjournment**

# EXHIBIT 1



## Monthly Amenity Update

*Date of report: 1-11-2023*

*Submitted by John Lucansky*

Supervisors,

We had a very nice holiday season for December and New Year's. We are looking forward to the new year and continuing to provide our exemplary services to the Grand Haven residents and guest that they have become accustomed to.

Sincerely,  
John

### **Amenities Update:**

#### **Events:**

- Tree Lighting and choir event was extremely well attended.
  - Special thanks Flagler Palm Coast High School choir for performing.
- New Years Eve Gala was a huge success.
  - 110 attended and the event sold out in 2 hours due to the lower-than-average cost, excellent food, and great music.
  - The band Southern Chaos played form 8:30pm to 12:30AM and have been booked for 2023 event.
- Trivia and Bingo remain very popular.
- We are introducing a new themed night- Name That Tune will be presented in February and we will continue to schedule special event nights once a month, including musical performers and karaoke.

## **Café:**

### ***Proactive Training:***

- Proactive training is held once a month for all café staff including amenity manager, café manager, chef, cooks, and servers.
  - Key emphases are on Health department inspection reports, food handling safety, and cleanliness.

## **Facility Hours:**

### **Hours of Amenities Operations:**

- Tennis courts open at 7:30am, 8:00am reservations begin, courts close at 8:00pm
- Pickleball courts open at 7:30am, reservations start at 8:00am and close at 8:00pm
- Gym and pools open at 6:00am, close at 8:30pm.
- Basketball courts open 8:00am-8:00pm
- Bocce courts open 8:00am-8:00pm
- Croquet courts open at 8:00am, reservations start at 8:30am, courts close at 8:00pm

## **Action Items:**

### **Service dogs**

- Staff has been notified of the difference between service dogs and emotional support dogs.
  - Staff was trained to make sure of the main 3 regulations:
    - All service animals are in control of their handler.
    - Must be on a regular leash.
    - Not interacting with people.

### **Incident Reports:**

- Staff has been instructed how, when, and why incidents report should be written and also in a timely manner.
- Incident reports are given to the Amenity Manager then passed along to the District and Operational Manager

# EXHIBIT 2

**GRAND HAVEN  
COMMUNITY DEVELOPMENT DISTRICT  
FY2022/2023 CAPITAL IMPROVEMENT PLAN PROJECT TRACKER  
1/10/2023**

Line	Type	Description	Location	Budgeted Cost	Approved Cost	Additional Change \$ (+/-)	Invoiced Amount	Comments/Notes
1	C	Concrete Sidewalk Replacement	Community Wide	50,000	-			Seeking Proposals
2	C	Firewise Projects	Community Wide	30,000	1,800		1,800	In progress
3	E	Camera and DVR Replacement	Community Wide	10,000	2,900			3 new cameras ordered for VC
4	E	Gate & Gate Operator - Replacement	Community Wide	10,000	-			
5	E	Concrete Curb and Gutter Replacement	Community Wide	100,000	-			Seeking proposals
6	E	Road Repairs	Community Wide	30,000	-			Assessing various locations for repairs and seeking proposals
7	LTCP	Roadway: River Park, Point, Landing, Front, Village View	River Park, Point, Landing, Front, Village View	218,545	-			
8	LTCP	Pavers, Interlocking - Front St North Access (Esplanade)	Front St.	10,927	-			
9	LTCP	Pavers, Interlocking - Front St South Access (Esplanade)	Front St.	10,927	-			
10	LTCP	Pavers, Interlocking - Front Street Park	Front St.	10,927	-			
11	LTCP	Pavers, Interlocking - Front Street Village Entry	Front St.	4,482	-			
12	LTCP	Finish, Carpet - Clubhouse ((CAC)) Office/Conference rooms	Creekside	6,556	-			
13	LTCP	Replace Outdoor Tile Floors, Replace with Non-Skid - Clubhouse ((VC)) Gym	Village Center	27,318	-			
14	LTCP	Refurbishment Allowance - Monument and Mailbox Creekside	Creekside	8,195	-			Creating priority list
15	LTCP	Refurbishment Allowance - Monument and Mailbox East Lake	Eastlake	8,195	-			Creating priority list
16	LTCP	Vehicle Traffic, Speed Control Improvements	Community Wide	50,000	-			
17	LTCP	Landscape Enhancements-Annual Reinvestment	Community Wide	54,636	-			
18	LTCP	Dog Park Improvement Project	Wild Oaks	21,855	-			
19	RES	Paint Exterior and Waterproof - Clubhouse (CAC)	Creekside	8,742	-			Seeking proposals
20	RES	Paint Exterior and Waterproof - Tiki Bar (CAC)	Creekside	2,394	-			Seeking proposals
21	RES	Drinking Fountain, Outdoor - Village Center Amenities	Village Center	3,000	-			
22	RES	Pool Equipment, Heat Pump (CAC) (4 units)	Creekside	49,173	24,044	(25,129)	24,044	Complete. 4 Units installed at Creekside.
23	RES	Street Signs and Poles, Replacement	Community Wide	5,000	2,160		2,160	6 signs ordered.
24	RES	Tennis Court Windscreen, 10' - (VC) Courts 1-7	Village Center	14,853	11,775	(3,078)	11,775	On order
25	RES	Furniture, Outdoor - Pool Deck (VC)	Village Center	27,318	-			Checking prices
26	RES	Light Pole & Fixture - Replacement (estimated 5 poles)	Community Wide	30,000	-			Seeking Proposals
27		Aerator Installations at Pond 24 & Pond 11	Pond 24 & Pond 11		40,000	40,000	14,457	Unit installed at Pond 24. Installation at Pond 11 scheduled for 1/18/23.
28		Grand Haven Room Microphones	Village Center		15,000	15,000	9,241	Ordered. Waiting for scheduled installation date
29		<b>Total Capital Projects for FY 2022</b>		<b>803,043</b>	<b>77,979</b>	<b>11,793</b>	<b>54,236</b>	
30	<b>FY2021/2022 Carryover Projects</b>							
31		Crosswalk Safety Project	Village Center & Creekside			23,828	23,828	Complete
32		Croquet Court Canopies	Creekside			4,525	4,525	Complete
33		Village Center Bathroom Renovation Phase II	Village Center			2,124	2,124	Complete
34		<b>Total Carryover Projects from prior year</b>		<b>-</b>	<b>-</b>	<b>28,353.05</b>	<b>28,353</b>	
35		<b>GRAND HAVEN Total</b>		<b>803,043</b>	<b>77,979</b>	<b>40,146.05</b>	<b>82,589</b>	

**Type**  
C Critical  
E Essential  
R Request  
RES Reserve Study

Budgeted cost	This amount is adopted at the public hearing, Board must approve projects
Approved cost	This amount is a refined/actual number based upon either estimates or proposals This could involve a contingency amount, usually a NTE amount.
Change \$ (+/-)	This is an amount above or below the approved amount. Sometimes referred to as a change order amount.
Invoiced Amount	This is the actual invoiced amount and should match the Approve/Change amount

# EXHIBIT 3



## Operations Manager's Report – January 19<sup>th</sup>, 2023

- **CROSSWALK SAFETY PROJECT**
  - Stop signs were installed and the project was completed on December 12<sup>th</sup>, 2022.
  
- **SIDEWALK REPLACEMENT PLAN**
  - Acquiring proposals for the next round of repairs on Waterside Parkway. 1/11/2023
  
- **CROQUET COURT CANOPIES AT CREEKSIDE**
  - Remaining two canopies were installed on 01/03/2023.
  - Currently waiting for final inspections. 1/11/2023
  
- **ASPHALT REPAIRS AROUND MANHOLE COVERS**
  - Asphalt road repair at 117/119 Willow Oak Way is currently in progress. 1/11/2023
  - Staff is waiting for a proposal for additional identified locations. 1/11/2023
  
- **PHASE II & PHASE III VILLAGE CENTER BATHROOM RENOVATIONS**
  - 4 remaining interior doors were delivered and installed by staff. 1/11/2023
  - Village Center bathroom renovation project and punch list items complete. 1/11/2023
  
- **POND AERATION INSTALLATIONS**
  - Pond 37 aerator on Southlake Dr. – Meter installed and aerator functioning. 1/11/2023
  - Pond 24 aerator on Marlin Dr. – Installed and functioning. 1/11/2023
  - Pond 11 aerator on Waterside Pkwy – Underground conduit and power complete. Aeration equipment is scheduled to be installed on 01/18/2022.

Barry Kloptosky • Operations Manager  
Grand Haven CDD  
2 N. Village Pkwy  
Palm Coast FL. 32137  
P: 386-447-1888 • F: 386-447-1131



# GRAND HAVEN



## COMMUNITY DEVELOPMENT DISTRICT

- **POND 43 IN WILD OAKS -SUBMERGED AQUATIC VEGETATION UPDATE**
  - Aquatics contractor continues to spray aquatic vegetation monthly. 1/11/2023
  - The pond has improved significantly. The aquatics contractor continues to spray the remaining submerged aquatic vegetation along the banks. The banks are beginning to show signs of improvement as well. 1/11/2023
  
- **CDD OFFICE NETWORK/SECURITY UPGRADES**
  - The resident web portal is active. Modifications are complete. 11/23/2022
  - The gate contractor switched the callboxes to the new software. 1/11/2023
  - The IT company has provided instructional PDFs for the new modules to the office. 1/11/2023
  - Email lists to distribute resident web portal username and password information to residents is complete. 1/11/2023
  - Office staff composing test emails to be sent to Supervisors. 1/11/2023
  
- **CURB AND GUTTER REPAIRS**
  - The proposal for the curb, gutter, and asphalt repairs on Waterside parkway from the Village Center to the South exit has been submitted to the Board for review and approval. 1/11/2023
  - A new list has been generated for community curb/gutter repairs. 11/23/2022
  - Seeking proposals for a new list of community locations. 01/11/2023
  
- **GRAND HAVEN VILLAGE CENTER ADDITIONAL MICROPHONES**
  - Proposal signed and equipment ordered. 1/11/2023
  - Waiting for installation date. 1/11/2023

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# EXHIBIT 4

## **GRAND HAVEN MEETING ATTORNEY REPORT LIST (01/19/23)**

### **1. Amenity Rule Amendments**

A public hearing will be conducted during the meeting on the proposed amendments.

### **2. Ad Hoc Fact Finding Guidelines**

By request, I have included certain prior materials presented to the Board on the formation and operation of fact-finding groups. The materials include the 2008 memorandum and Sunshine Law materials produced in 2008, guidelines adopted by the Board for the fact-finding groups, volunteer materials and forms generated at that time, and an example mission statement of one of the early fact-finding groups approved by the Board.

### **3. Post Order Amendments**

An initial draft of proposed Post Order changes is attached.

# M E M O R A N D U M

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**From:** Scott D. Clark, Esq.  
**To:** Grand Haven CDD Board of Supervisors  
**Date:** August 19, 2008  
**Subject:** Sunshine Law Application to Committees

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**ISSUE:** To what extent does the Government in the Sunshine Law, FLA. STAT. §286.011, govern committees appointed by the Board of Supervisors?

**SHORT ANSWER:** Most authorities agree that a committee appointed by the Board will be subject to Sunshine Law provisions. Where committees receive delegation of authority from the Board or where they serve policy formulation or recommendation roles, they are clearly covered. An exception is made for committees which are purely fact-finding, but the case law and opinions are too uncertain to provide comfort.

**DISCUSSION:** FLA. STAT. §286.011 provides, in part:

**286.011 Public meetings and records; public inspection; criminal and civil penalties.--**

(1) All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. The board or commission must provide reasonable notice of all such meetings.

(2) The minutes of a meeting of any such board or commission of any such state agency or authority shall be promptly recorded, and such records shall be open to public inspection. The circuit courts of this state shall have jurisdiction to issue injunctions to enforce the purposes of this section upon application by any citizen of this state.



(3)(a) Any public officer who violates any provision of this section is guilty of a noncriminal infraction, punishable by fine not exceeding \$500.

(b) Any person who is a member of a board or commission or of any state agency or authority of any county, municipal corporation, or political subdivision who knowingly violates the provisions of this section by attending a meeting not held in accordance with the provisions hereof is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

I have attached to this memorandum certain excerpts from the Sunshine Law Manual, which is produced by the Florida Attorney General's office and is available at <http://myfloridalegal.com/sunshine>.

It is clear from case law that the term "board or commission" is broadly construed and includes advisory groups or committees which are appointed by a group otherwise subject to the Sunshine Law if certain functions are performed by that committee. It is important to determine whether a committee is subject to the law. If it is, then the law requires that committee to: (1) conduct meetings open to the public, (2) give reasonable public notice of the scheduled meeting and (3) keep a record of the proceedings.

It is clear that a committee is subject to the Sunshine Law if it performs functions which could be performed by the entity creating it or if it makes recommendations to that entity which are intended to influence the entity's decision-making process. Even if the committee's recommendations are purely advisory, the Sunshine Law applies. For instance, the Sunshine Law applied to:

1. site plan review committee created by county commission to serve in an advisory capacity to the county manager
2. citizen advisory committee appointed by city council to make recommendations to the council regarding city government and city services
3. committee responsible for making recommendations to city council on personnel matters
4. ad hoc committee appointed by mayor for purpose of making recommendations concerning legislation
5. ad hoc committee appointed by mayor to meet with Chamber of Commerce to discuss a proposed transfer of city property
6. ad hoc advisory committee appointed by university president to screen applications and make recommendations for the position of dean of the law school
7. committee established by community college purchasing director to consider and rank various contract proposals
8. advisory group created by city manager to assist him in screening applications and making recommendations for the position of chief of police
9. transition team made up of citizens appointed by a mayor to make recommendations on the reorganization of city government



A limited exception to the applicability of the Sunshine Law to advisory committees has been recognized for advisory committees established for fact-finding only. When a committee has been established strictly for, and conducts only, fact-finding activities, *i.e.*, strictly information gathering and reporting, the activities of that committee are not subject to s. 286.011, F.S. *Cape Publications, Inc. v. City of Palm Bay*, 473 So. 2d 222 (Fla. 5th DCA 1985). *Accord*, AGO 95-06 (when a group, on behalf of a public entity, functions solely as a fact-finder or information gatherer with no decision-making authority, no "board or commission" subject to the Sunshine Law is created).

A review of the cases discussing the fact-finding committee exception also shows how easy it is for a fact-finding committee to spill into other, non-exempt activities. The cases or opinions upholding the fact-finding exception seemed to generally deal with personnel matters, and only applied the exemption where the "committee" members served little purpose but to attend and ask questions. Whenever the committee deliberated, screened applicants or made recommendations, then the Sunshine Law was applicable.

**SUMMARY:** This review is an abstract look at some case law and opinions on committees and the Sunshine Law. No specific committee structure has been proposed to me or reviewed. However, based on the authorities discussed here and in the attachment, my advice is that each proposed committee should be viewed as being subject to the Sunshine Law. This would not preclude the Board from receiving input from community groups about certain issues in an ad hoc structure. However, whenever any group is given specific direction by the Board to review a matter, to report back or to make recommendations on a matter affecting District business, it should be considered a committee subject to the Sunshine Law. If community meetings occur which are not initiated by the Board, Supervisors should exercise caution. Although not always illegal, it is generally not advisable that more than one Supervisor attend a specific meeting which deals with District business or concerns a matter which the Board may be called upon to decide. If a Supervisor attends a meeting and is called upon to offer an opinion about the Board's position on a matter, the Supervisor should decline that invitation and should specify that he is not attending in s Supervisor role.

Determining what may be an "ad hoc" or "fact-finding" function must be done on a case-by-case basis. Supervisors should understand that there is always a bias in the law, which is expressed in some of the court decisions, that an activity will be found subject to the Sunshine Law where there is doubt or it is a close call.

It is likely that this memorandum will generate more discussion and raise more specific questions. I will address those questions as needed.



PART I

GOVERNMENT IN THE SUNSHINE LAW

A. SCOPE OF THE SUNSHINE LAW

Florida's Government in the Sunshine Law, s. 286.011, F.S., commonly referred to as the Sunshine Law, provides a right of access to governmental proceedings of public boards or commissions at both the state and local levels. The law is equally applicable to elected and appointed boards, and applies to any gathering of two or more members of the same board to discuss some matter which will foreseeably come before that board for action. Members-elect to such boards or commissions are also subject to the Sunshine Law, even though they have not yet taken office. There are three basic requirements of s. 286.011, F.S.:

- (1) meetings of public boards or commissions must be open to the public;
- (2) reasonable notice of such meetings must be given; and
- (3) minutes of the meetings must be taken and promptly recorded.

The complete text of the Government in the Sunshine Law and related statutes may be found in Appendix B.

A constitutional right of access to meetings of collegial public bodies is recognized in Art. I, s. 24, Fla. Const. See *Frankenmuth Mutual Insurance Company v. Magaha*, 769 So. 2d 1012, 1021 (Fla. 2000), noting that the Sunshine Law "is of both constitutional and statutory dimension." Virtually all collegial public bodies are covered by the open meetings mandate of this constitutional provision with the exception of the judiciary and the state Legislature, which has its own constitutional provision requiring access. The only exceptions are those established by law or by the Constitution. The complete text of Art. I, s. 24, Fla. Const., may be found in Appendix A of this manual.

The Government in the Sunshine Law applies to "any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision." The statute thus applies to public collegial bodies within this state, at the local as well as state level. *City of Miami Beach v. Berns*, 245 So. 2d 38 (Fla. 1971). "All governmental entities in Florida are subject to the requirements of the Sunshine Law unless specifically exempted." *Sarasota Citizens for Responsible Government v. City of Sarasota*, 48 So. 3d 755, 762 (Fla. 2010).

The Sunshine Law is equally applicable to elected and appointed boards or commissions. AGO 73-223. Special district boards (AGO 74-169) and boards created by interlocal agreement (AGO 84-16) are also included. *And see* Inf. Op. to Martelli, July 20, 2009 (State Fair Authority, created by statute as a public corporation, subject to Sunshine Law). *Cf. Turner v. Wainwright*, 379 So. 2d 148, 155 (Fla. 1st DCA 1980), *affirmed and remanded*, 389 So. 2d 1181 (Fla. 1980) (legislative requirement that certain board meetings must be open to the public does not imply that the board could meet privately to discuss other matters).

B. WHAT ENTITIES ARE COVERED BY THE SUNSHINE LAW? APPLICATION OF THE SUNSHINE LAW TO:

1. Advisory boards

Advisory boards and committees created by public agencies may be subject to the Sunshine Law, even though their recommendations are not binding upon the entities that create them. The "dispositive question" is whether the committee has been delegated "decision-making authority," as opposed to mere "information-gathering or fact-finding authority." *Sarasota Citizens for Responsible Government v. City of Sarasota*, 48 So. 3d 755, 762 (Fla. 2010). "Where



the committee has been delegated decision-making authority, the committee's meetings must be open to public scrutiny, regardless of the review procedures eventually used by the traditional governmental body." *Id.*

For example, in *Town of Palm Beach v. Gradison*, 296 So. 2d 473 (Fla. 1974), a citizen planning committee appointed by a city council to assist in revision of zoning ordinances was found to be subject to the Sunshine Law. The *Gradison* court, concluding that the committee served as the alter ego of the council in making tentative decisions, stated that "any committee established by the Town Council to act in any type of advisory capacity would be subject to the provisions of the government in the sunshine law." *Id.* at 476. See also *Spillis Candela & Partners, Inc. v. Centrust Savings Bank*, 535 So. 2d 694, 695 (Fla. 3d DCA 1988) (committee which compiled a report that was perfunctorily accepted by the board made a significant ruling affecting decision-making process and was subject to s. 286.011; an "ad hoc advisory board, even if its power is limited to making recommendations to a public agency and even if it possesses no authority to bind the agency in any way, is subject to the Sunshine Law"); and *Lyon v. Lake County*, 765 So. 2d 785 (Fla. 5th DCA 2000) (Sunshine Law applies to site plan review committee created by county ordinance to serve in an advisory capacity to the county manager). Accord AGOs 98-13 (citizen advisory committee appointed by city council to make recommendations to the council regarding city government and city services), and 01-84 (school advisory council created pursuant to former s. 229.58 [now s. 1001.452], F.S).

The Sunshine Law does not establish a lesser standard for members of advisory committees that are subject to the Sunshine Law. See *Monroe County v. Pigeon Key Historical Park, Inc.*, 647 So. 2d 857, 869 (Fla. 3d DCA 1994) ("[T]he Sunshine Law equally binds all members of governmental bodies, be they advisory committee members or elected officials"). Nor is there an exception from the Sunshine Law for an advisory group created by a county commissioner and composed of volunteers. See Inf. Op. to Wallace, January 7, 2019, emphasizing that it is the nature of the functions of an advisory group that determines the application of the Sunshine Law, not the manner of their appointment or their volunteer status.

**a. Advisory boards appointed by a single public official**

The Sunshine Law applies to advisory committees appointed by a single public official as well as those appointed by a collegial board. See Inf. Op. to Wallace, January 7, 2019 ("In the first place, advisory groups appointed by a single public official are not immunized from the public meetings requirement").

For example, in *Wood v. Marston*, 442 So. 2d 934 (Fla. 1983), the Florida Supreme Court determined that the Sunshine Law applied to an ad hoc advisory committee appointed by a university president to screen applications and make recommendations for the position of law school dean, because the committee, in deciding which applicants to reject from further consideration, performed a policy-based, decision-making function. See also *Silver Express Company v. District Board of Lower Tribunal Trustees*, 691 So. 2d 1099 (Fla. 3d DCA 1997) (committee established by agency purchasing director to consider and rank various contract proposals subject to Sunshine Law); and *Linares v. District School Board of Pasco County*, No. 17-00230 (Fla. 6th Cir. Ct. January 10, 2018) (Sunshine Law applies to committee formed by school board planning director to develop and recommend to the superintendent proposed new school attendance boundaries). Accord AGOs 05-05 (fact that advisory group was created by chief of police and not city commission and its recommendations were made to police chief would not remove group from ambit of the Sunshine Law); 85-76 (ad hoc committee appointed by mayor for purpose of making recommendations concerning legislation); 87-42 (ad hoc committee appointed by mayor to meet with Chamber of Commerce and draft proposal for transfer of city property); and Inf. Op. to Lamar, August 2, 1993 (transition team appointed by mayor to make recommendations regarding governmental reorganization).

**b. Fact-finding committees**



A limited exception to the applicability of the Sunshine Law to advisory committees has been recognized for advisory committees established for fact-finding only. “[A] committee is not subject to the Sunshine Law if the committee has only been delegated information-gathering or fact-finding authority and only conducts such activities.” *Sarasota Citizens for Responsible Government v. City of Sarasota*, 48 So. 3d 755, 762 (Fla. 2010). See also *National Council on Compensation Insurance v. Fee*, 219 So. 3d 172 (Fla. 1st DCA 2017); and *Cape Publications, Inc. v. City of Palm Bay*, 473 So. 2d 222 (Fla. 5th DCA 1985). Accord AGO 95-06 (when a group, on behalf of a public entity, functions solely as a fact-finder or information gatherer with no decision-making authority, no “board or commission” subject to the Sunshine Law is created).

“In determining whether a committee is subject to the Sunshine Law, the actual function of the committee must be scrutinized to determine whether it is exercising part of the decision-making function by sorting through options and making recommendations to the governmental body.” Inf. Op. to Randolph, June 10, 2010. Thus, if an advisory committee has a decision-making function in addition to fact-finding, the Sunshine Law is applicable. See *Wood v. Marston*, 442 So. 2d 934, 938 (Fla. 1983), recognizing that while a “search and screen” committee had a fact-gathering role in soliciting and compiling applications, the committee also “had an equally undisputed decision-making function in screening the applicants” by deciding which of the applicants to reject from further consideration, and thus was subject to the Sunshine Law. And see AGO 94-21 (application of Sunshine Law to members of a negotiating team created by a city commission).

Accordingly, the determination as to whether an advisory committee created by a public official is subject to the Sunshine Law will necessarily depend on the duties and responsibilities performed by the committee. See Inf. Op. to Wallace, January 7, 2019, noting that the mere designation of a committee’s function as “providing feedback” to the public official is not dispositive of the status of the committee for Sunshine Law purposes; instead, “the key determination will be the exact nature of the feedback being requested and provided.” See also AGO 98-13 (application of the Sunshine Law to a community advisory committee appointed by a city commission).

Moreover, the “fact-finding exception” applies only to advisory committees and not to boards that have “ultimate decision-making governmental authority.” *Finch v. Seminole County School Board*, 995 So. 2d 1068, 1071-1072 (Fla. 5th DCA 2008). In *Finch*, the court held that the “fact-finding exception” did not apply to a school board as the ultimate decision-making body; thus the board could not take a fact-finding bus tour without complying with the Sunshine Law even though school board members were separated from each other by several rows of seats, did not discuss their preferences or opinions, and no vote was taken during the trip. And see Inf. Op. to Sugarman, August 5, 2015 (pension board not authorized to travel out of state to meet with financial consultants).

**c. Staff committees**

The Sunshine Law applies to meetings of elected or appointed boards; it does not ordinarily apply to staff committees or meetings. See, e.g., *Occidental Chemical Company v. Mayo*, 351 So. 2d 336 (Fla. 1977), *disapproved in part on other grounds*, *Citizens v. Beard*, 613 So. 2d 403 (Fla. 1992); *School Board of Duval County v. Florida Publishing Company*, 670 So. 2d 99, 101 (Fla. 1st DCA 1996); and AGO 89-39.

Thus, a committee composed of staff that is responsible for advising and informing the decision-maker through fact-finding consultations is not subject to the Sunshine Law. *Bennett v. Warden*, 333 So. 2d 97 (Fla. 2d DCA 1976) (meetings of committee appointed by public college president to report on employee working conditions not subject to Sunshine Law). Cf. AGO 08-63 (although Sunshine Law does not apply to orientation sessions held by counties for special magistrates hired to hear value adjustment board petitions, “nothing would preclude a county from allowing the public to attend such orientations in order to enhance the knowledge of citizens who appear before value adjustment boards”).



**SUGGESTED GUIDELINES FOR THE FORMATION  
OF  
GHCCD AD HOC “FACT FINDING” GROUPS**

- THREE RESIDENT MEMBERS
- SPECIFIC NARROWLY DEFINED SCOPE OF SERVICE (SINGLE ISSUE ORIENTED)
- DATA (FACT FINDING) COLLECTION ONLY; NO RATING, RANKING, PREFERENCES
- LIMITED DURATION OF SERVICE (GROUP) - DISSOLVED BY BOS AS SOON AS SUFFICIENT DATA COLLECTED
- LIMITED DURATION OF SERVICE (RESIDENT MEMBERS)
- STRICTLY VOLUNTARY - NO FINANCIAL GAIN TO ANY MEMBER. ANY THIRD PARTY PAYMENT, COMPENSATION, COMMISSION OR REMUNERATION OF ANY KIND TO BE IMMEDIATELY RETURNED TO THE COMMUNITY
- MEMBERS TO BE DRAWN FROM A **REGISTRY** OF RESIDENT VOLUNTEER “EXPERTS” HAVING ISSUE- SPECIFIC BACKGROUND/TRAINING. GHCCD TO PERIODICALLY SURVEY THE COMMUNITY FOR **REGISTRY** VOLUNTEERS IN SPECIFIC AREAS OF EXPERTISE.
- VOLUNTEER INTAKE AND SCREENING ALA THE **SCORE** MODEL VIA QUESTIONNAIRE SENT TO MANAGEMENT COMPANY FOR DISTRIBUTION AND EVALUATION BY BOS.
- AS NEEDED ONE SUPERVISOR TO SERVE ON EACH GROUP AS BOS LIAISON
- FINDINGS TO BE TRANSMITTED TO DISTRICT MANAGER FOR FORWARDING TO BOS

**GRAND HAVEN CDD AD HOC FACT FINDING GROUP  
INDIVIDUALVOLUNTEER AGREEMENT AND  
STATEMENT OF UNDERSTANDING**

As a volunteer you are expected to meet high ethical and professional standards.

I agree to assist the GHCCDD in the following task/activities:

"Researching and developing facts on a defined topic to be presented to the District Manager for transmittal to the GHCCDD Board for their evaluation and decision making."

I agree to abide by the attached guidelines for GHCCDD AD HOC Fact Finding Groups.

I certify that all of the information and statements on this application are true and complete to the best of my knowledge and belief.

Volunteer Signature \_\_\_\_\_ Date \_\_\_\_\_

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

.....

To be completed by the District Manager:

Date received by DM \_\_\_\_\_

Date reviewed by all BOS \_\_\_\_\_

Date approved for acceptance to Registry by BOS \_\_\_\_\_

Date called to serve \_\_\_\_\_

Group Topic \_\_\_\_\_

Group start date \_\_\_\_\_

Group termination date \_\_\_\_\_

## GRAND HAVEN CDD AD HOC FACT FINDING GROUP VOLUNTEER REGISTRATION FORM

Resident Name: \_\_\_\_\_

Village: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Please circle the fields in which you are volunteering to provide assistance to the GHCCDD  
(Fields listed are for example only, please circle Other to add an unlisted field of interest):

- |                            |                        |
|----------------------------|------------------------|
| Accounting                 | HVAC                   |
| Architecture               | Insurance              |
| Banking                    | Landscaping            |
| Commercial Printing        | Plumbing               |
| Communications             | Public Relations       |
| Communications Equipment   | Purchasing/Procurement |
| Computer Hardware/Software | Quality Assurance      |
| Computer/Office Equipment  | Safety                 |
| Construction               | Security (Physical)    |
| Electrical                 | Sports                 |
| Financial Planning         | Utilities              |
| Food and Beverage          | Other (Specify) _____  |

Please describe your large/small business, governmental, Academic, and/or military experience in the fields you have selected. ( You may attach a resume or bio. Please provide supplemental sheets if needed.)

Availability: Full Time Part-Time (Please specify) \_\_\_\_\_  
 Are you currently working? Yes No  
 Foreign language skills? Yes No Language Read Write Speak



## GHCDD Ad Hoc Fact Finding Group re Safety and Security Issues

### Scope/ Mission Statement

#### 1. AREAS OF FACT-FINDING

List areas of concern in community safety/security in the following areas:

- A. Access Issues Related to the Non-Owner Occupied Dwelling (Rental) Scenario
- B. Amenities Utilization, Protection
- C. Controlled Access Scenarios
- D. Natural Disaster Preparedness and Recovery
- E. Interaction re these Issues between the GHCDD and GHMA

#### 2. REPORTING FUNCTION

For each area above, create a list of what could be done to increase safety/security.  
Divide each list into :

- A. No or Minimal Expense to District
- B. Moderate to Major Expense to the District

In keeping with the legal requirements of Florida Statutes, Chapter 190 (Community Development Districts) and Florida Statute, Chapter 286 (Florida Sunshine Law), listed organizational, administrative, and physical plant measures should not be ranked, and no recommendation or final conclusion drawn. The fact-finding group should be prepared to present its findings to the Board of Supervisors in 120 days. Pursuant to CDD policy, the findings should be presented to the CDD's Field Operations Manager with enough time prior to the Board of Supervisor presentation so that he can make comments or recommendations.

#### 3. TERM: 120 days

#### 4. RECOMMENDED MEMBERSHIP:



**GRAND HAVEN**  
**COMMUNITY DEVELOPMENT DISTRICT**

**POST ORDERS**

*Adopted: revise date*

## **SECTION 1**

### **INTRODUCTION**

Your job as a Safety Officer is of the utmost importance because of the great responsibility it carries. Grand Haven depends on you to enhance the safety and security of its homeowners, club members, employees and visitors and to protect its grounds, buildings and property from destruction by fire, theft or the malicious, thoughtless acts of others.

These Post Orders have been prepared to assist you in providing the highest degree of protection and safety possible for Grand Haven. After carefully reading this document, you will become acquainted with your site-specific duties and responsibilities. You must diligently follow the policies and procedures listed and make full use of all information provided.

Furthermore, you must be courteous, patient and respectful to all persons that you come in contact with, in your area of responsibility. Remember that:

COURTESY...earns Respect

KNOWLEDGE...gets Results

PATIENCE...receives Cooperation

SERVICE...increases Good Will

Application of all of the above gets the job done.

Finally, alertness, security and safety consciousness and a willingness to cooperate to the fullest extent, serve the best interests of the residents of Grand Haven and yourself.



## CONTACT TELEPHONE NUMBERS review and update

CONTACT	TELEPHONE NUMBERS
EMERGENCY	911
CDD <del>Field</del> /Operations Manager (Barry Kloptosky)	447-1888
CDD Office Administrator	447-1888
CDD Maintenance	447-1888 ( <i>after hours see "private list" posted in guard house</i> )
Golf Course Maintenance	288-8008
Amenity Management – CDD Amenity Management Contractor	447-0192
<del>Yellowstone Landscape</del> <u>Verdego</u> – CDD Landscape Company	437-6211
Golf Course Executive Chef	445-1027
Golf Pro Shop	445-2327
Southern States Management (GHMA)	446-6333
American Red Cross	437-5800
Spectrum	445-5464
Bellsouth	800-432-1424
<del>Florida Power and Light</del> <u>Duke Energy</u>	800-468-8243
Aggressive/Nuisance Alligators	447-1888 (CDD OFFICE)
Flagler County Code Enforcement	986-3764
Flagler County Emergency Services Office	313-4200
Flagler County Sheriff's Office	437-4116
Flagler Hospital (Route 100 just west of I-95)	586-2000
Flagler County Emergency Services Information Line	437-8202
Fire Department (Non-Emergency)	986-2300
Palm Coast Animal Control Division	986-2520
Palm Coast Code Enforcement	986-3764
Palm Coast Fire and Ambulance (Station #22)	446-6761
Palm Coast Utilities (water leaks/sewer station alarms)	986-2360/After Hours 888-635-9806
Poison Control	800-222-1222
Trash - Waste Pro	586-0800

NOTE TO GUARDS: Grand Haven ~~Field~~/Operations Manager shall be called for the following:

- Security issues, gates, common area maintenance, docks, Esplanade and contractor trash



- o Smart Amenity Access cards, fobs and Grand Haven picture ID cards

## SECTION 2

### VENDOR AND VISITOR PASS PROCEDURES GOLF CLUB MEMBERS AND GOLF COURSE EMPLOYEES PASS PROCEDURES

1. **VENDOR PASSES** shall be issued to contractors, subcontractors, site workers, laborers, et al.
  - a. A single color pass (BLUE) will be issued.
  - b. Passes will be valid for up to one (1) week from date of issue, with the exception of multiple contract vendors that enter daily, as authorized by the CDD office
  - c. The termination date will be hand written on the pass with a black marker in large visible numbers and placed conspicuously on the dashboard of the vehicle.
  - d. Subsequent use of these passes by the above will be carefully scrutinized by the Gate Officer to ensure that the pass is valid.
  - e. For each vehicle, list in the Grand Haven Construction Pass Log the company, driver's name, tag number, destination & time.
  - f. **Yellow passes** are not valid on Sundays or holidays.
  
2. **VISITOR PASSES** shall be issued to visitors of residents including family, friends, etc. provided that the Property Owner or Lessee who is being visited has properly authorized entry to that visitor.
  - a. A single color **pass (BLUE)** will be issued for either a daily or weekly period.
  - b. For each vehicle, list in the Grand Haven Visitor Pass Log the driver's name, tag number, destination & time.
  - c. Real estate personnel who intend to show a house within the District and any individuals who are accompanying them in a separate vehicle must obtain authorization from the Owner of that property. Real Estate personnel who desire to tour the community without authorization of a particular Owner must obtain a pass from the District Office. ~~must provide their business card for access, or call Main Gate and identify themselves, what property they are showing and who is expected to join them from an outlying gate.~~ Open House information must be given to the Main Gate prior to the Open House. The car in which the real estate personnel are riding and any other person(s) or vehicle(s) identified as following them may be admitted. Do not allow entry to anyone waiting for a realtor until the realtor has arrived and identified both parties. **DO NOT ISSUE THEM A VISITOR PASS; DO ENTER THESE VEHICLES IN THE VISITOR LOG.**
  - d. Long-term visitors to a resident's home may be given a Visitor Pass with an expiration date corresponding to the duration they will be staying at the resident's home, except that, these passes are not to exceed 14 days.
  
3. **SPECIAL VEHICLES allowed entry without a pass.** You must use **GOOD JUDGEMENT** in these cases. All special vehicles are currently being logged in at the Main Gate, except for mail and newspaper delivery at the North and South Gates, the Crossings and Wild Oaks.
  - a. **LARGE CONSTRUCTION VEHICLES:** tractor-trailers, cement trucks, large box trucks, oversized loads carrying bulldozers, trusses and the like, etc.



- b. ROUTINE SERVICE VEHICLES: UPS, FedEx, ~~Amazon~~, Airborne, U.S. Mail, ~~Solid Waste Management, Yellowstone Contractor~~, Landscape ~~Contractor~~, FPL, Spectrum, AT&T, etc.
  - c. OFFICIAL VEHICLES: Flagler County Sheriff, Fire apparatus, Ambulances, COP (Citizens Observer Patrol), City of Palm Coast, etc. The vehicles enter the Gates by dialing the Main Gate or if equipped by using the SOS system (Siren Operated System)
  - d. UTILITY PROVIDERS: ~~BARRY OPERATIONS MANAGER~~ TO PROVIDE but should include providers related to plumbing, electric, air conditioning, phone, cable, satellite, etc.
  - e. The name on the vehicles described above in ~~a~~, ~~b~~ and ~~eb~~, along with any visible number or license plate (tag) will be recorded in the visitor's log.
4. **GOLF CLUB INVITATIONAL MEMBER OR FOUNDERS MEMBER PASSES**
- a. Verify member's name in the database under Grand Haven Golf Club Members, verify photo ID. Allow access if member is listed. Guard does not need to issue a pass.
  - b. If name is not listed, Guard must ~~add name to the log and allow access~~. ~~C~~communicate the names to the CDD office for verification.
  - c. The database is updated by the CDD office via regular communication with the Golf Club Membership Coordinator.
5. **GOLF COURSE TEE TIME LIST [review this with golf course]**
- a. Verify the names daily on the tee time list and require person to present a photo ID.
  - b. If verified, allow access without a pass.
  - c. If name is not listed, Guard must ~~add the name to the log and~~ obtain authorization from the Golf Course to allow access.
  - d. The tee time list ~~is~~ shall be provided to the Main Gate Guard by the Golf Club Membership Coordinator each evening for the next day.
  - e. Any changes will be communicated to the Guards directly from the Membership Coordinator.
6. **GOLF COURSE EMPLOYEES**
- a. Verify name in database under Grand Haven Golf Course Employees.
  - b. Allow access if name is listed in the database. Guard does not need to issue a pass.
  - c. If name is not in the database, call Golf Club Membership Coordinator to verify employment status. If unable to reach Golf Club Membership Coordinator, refer the individual to the CDD office during regular business hours. If on Saturday, issue a 2-day pass and on Sunday issue a 1-day pass. The employee's name should be forwarded to the CDD office for verification anytime a name is not in the database.
  - d. The CDD office will maintain a current employee list in the Database by communicating directly with the golf course management.

### SECTION 3



## **GATE ACCESS PROCEDURES AND RESIDENT INFORMATION INCLUDING THE PRE-APPROVED VISITOR'S LIST**

### **BACKGROUND INFORMATION**

The roads in Grand Haven are owned and maintained by the Grand Haven Community Development District (GHCDD). The GHCDD is a special purpose government and, consequently, the roads are public roads. However, the GHCDD has adopted a rule governing gate and public road access within its boundaries. This means that when an individual, who does not live in Grand Haven, comes to the gate and requests entry, ~~our Security Officers can ask questions but, under all circumstances, entry must be granted, except as set forth herein~~ the individual must be approved for access as described in these Post Orders. Please use the following as guidelines for handling requests for entry.

#### **A. CONTRACTORS FOR NEW HOMES**

Grant access only during approved construction hours. (Monday – Saturday, 7:00 am to 7:00 pm, pursuant to Paragraph 1 of Section 2.) The Contractor responsible for the construction of the home must register with the District Office and provide a list of approved laborers, subcontractors, material providers or other persons who have been authorized by the Contractor to have access to the jobsite.

#### **B. INDIVIDUAL ON A RESIDENT'S PRE-APPROVED VISITOR LIST**

1. Confirm visitor is on list; confirm identity by asking for driver's license or other form of picture ID.
2. Grant entry without a phone call to resident, pursuant to Paragraph 2 of Section 2.

#### **C. INDIVIDUAL REQUESTING ENTRY TO VISIT A RESIDENT**

1. If the resident has phoned ~~in~~ in or otherwise provided approval through use of provided technology and the visitor's name is on the Courtesy Log, grant entry without a phone call to resident. Issue Visitor Pass and log information, pursuant to Paragraph 2 of Section 2.
2. If name is not on the Courtesy log, phone resident for entry approval.
  - a. If the resident grants entry, issue Visitor Pass and log information, pursuant to Paragraph 2 of Section 2.
  - b. If there is no answer, tell the individual to come back another time.

#### **D. INDIVIDUAL REQUESTING ENTRY TO PROVIDE SERVICE TO A RESIDENT (i.e.: housekeepers, decorators, and contractors who install or repair appliances, furniture, shades, wallpaper, alarm systems, pools, etc.)**

1. If the resident has phoned in approval and the service provider's name is on the Courtesy Log, grant entry without a phone call to resident. Issue Visitor Pass and log information, pursuant to Paragraph 2 of Section 2.
2. If name is not on the Courtesy Log, ask if they are going to an occupied residence or a house under construction.
  - a. If a house under construction, grant access during normal construction hours provided that the person has been identified by the Contractor as described above. Issue Vendor Pass and log information, pursuant to Paragraph 1 of Section 2.
  - b. If an occupied residence, phone resident for entry approval.
    - i. If the resident grants entry, issue Visitor pass and log information pursuant to paragraph 2 of section 2.
    - ii. If there is no answer, tell the individual to come back another time.



E. INDIVIDUAL REQUESTING ENTRY TO VIEW THE COMMUNITY (Applicable to individuals who come to a gate with a Gate Access Officer or who call the Main Gate through the telephone access system.)

1. Ask for name and where they wish to visit.
2. Obtain and record license tag number (this is public information to which we are entitled) make, model and color of the vehicle in the Visitor Pass Log. Highlight the entry and report this information weekly to the Field/Operations Manager
3. Persons who come to the gate and request entry to view the community or for the purposes of viewing homes for sale must have been granted access rights by the Owner of the property being viewed or must be accompanied by a Real Estate professional who has been granted such access rights by the Owner and must do so during daylight hours, unless prior arrangements have been made with a Gate Access Officer by the owner of a property being offered for sale. ~~Persons asking for access to view the community during other than daylight hours will be asked to return on another day during those hours who have not received permission from the Owner will be denied access.~~

F. INDIVIDUAL WHO IS THREATENING, BELLIGERENT, ETC.

1. If a person who seeks entry demonstrates conduct that creates an imminent threat of violence, breach of the peace or commission of a crime, or if such person verbally threatens violence or a criminal act, or uses "fighting words", the Gate Access Officer shall immediately phone the Sheriff's Office and shall advise the person that access will not be granted, ~~pending the arrival of the Sheriff's deputy.~~
2. Always contact the CDD office by phone and email to report the situation.

**~~REMEMBER: THESE ARE GENERAL GUIDELINES FOR PUBLIC ROADS. IF A SITUATION ARISES THAT YOU DO NOT KNOW HOW TO HANDLE, IMMEDIATELY CALL YOUR SUPERVISOR OR THE FIELD/OPERATIONS MANAGER.~~**

G. RESIDENT INFORMATION INCLUDING THE PRE-APPROVED ACCESS LIST

1. Property and contact information is located in the CDD CRM Database. You may search the database by resident name, address, or visitor name.
2. The CDD office will provide (usually bi-monthly) updated ~~"paper"~~ computerized reports with resident and pre-approved access (no phone call required) information. The CDD also provides technological means (the "Access Technology") for Owners and Lessees to provide notification of access rights through a database that is viewable in real time by the Security Guards. It is anticipated that Owners and Lessees will provide access approvals through the use of the Access Technology in order to minimize the number and duration of phone contacts that are necessary. The Security Guards are expected to be familiar with the operation of the Access Technology. This is business confidential information that must not be given to any individual.
3. ~~When you receive an updated copy, you must return the current copy in your Gatehouse to the CDD office.~~
- 4.3. Only the ~~Field/~~ Operations Manager or Gate Access Coordinator, at CDD Office, can make subsequent deletions or additions to this list. **DO NOT ACCEPT CHANGES DIRECTLY FROM A RESIDENT OR PROPERTY OWNER UNLESS THE CHANGES ARE PROVIDED BY USE OF THE ACCESS TECHNOLOGY.**



H. SERVICE PROVIDERS NOT ON THE PRE-APPROVED VISITOR LIST OR COURTESY LOG

If a phone call to the residents goes unanswered, the Service Provider is directed to contact the resident and obtain authorization prior to entry, proceed as follows:

1. Healthcare providers must provide company identification and driver's license and identify the resident and address.

2. House or animal sitters, etc., must provide driver's license, a key to the residence and identify the resident and address.

Admit these individuals with a one (1) day visitor pass and record the above information in the Visitor Pass Log.

## CLARIFICATION OF GATE ACCESS POLICIES

1. If a resident arrives at the visitor gate without their gate access card or because it is raining, etc.
  - a. Grant access if verified with picture on contact information page in the CRM Database by producing a driver's license or other government-issued picture identification; log that they do not have a working gate card or fob and inform them they must resolve issue with the CDD Office Administrator within three (3) days; grant non-renewable 3-day pass.
2. -Gate officer must inform CDD office of non-working or lost gate access device. If a resident in the passenger seat of an auto arrives at the visitor gate without their gate access card or fob, grant access if they comply with 1a. above.

## SECTION 4

### PROCEDURES FOR COMPUTER, VIDEO CAMERAS & DAILY ACTIVITY REPORTS DAILY ACTION REPORT (DAR) LOGS

#### BACKGROUND INFORMATION

The amenity centers and gates have or will have cameras that enable the Security Officer at the Main Gate to monitor activity, particularly when the amenity centers are closed as the other gates have no Security Officer on duty.

The Crossings, Wild Oaks, North and South gates are closed 24 hours per day and service providers for these Villages (school bus, garbage truck, FPL-Duke Energy, AT&T, Spectrum, etc.) and for individual residents (UPS, FedEx, Amazon, etc.) may seek to gain entry through the phone box by calling the Main Gate. Cameras at The Crossings, Wild Oaks, North and South gates provide a view of the vehicle at the phone box, which must be viewed to confirm identity before granting access by pressing 9 on the phone and opening the gate. (further discussion needed).



## PROCEDURES FOR COMPUTER & VIDEO CAMERA MONITOR SCREEN AT MAIN GATE

### REQUIREMENTS FOR VIDEO MONITOR SCREEN

1. **The computer and video monitor screen should be turned on at all times.**
2. **From 7:00 am to 7:00 pm, the video monitor screen should be turned on to the “Day Device List”. *The view on the monitor should be noted in the DAR.***
3. **From 7:00 pm to 7:00 am, the video monitor screen should be turned on to the “Night Device List”. The view on the monitor should be noted in the DAR. The amenity centers should *constantly be* monitored. **The focus is on preventing damage to these facilities by identifying when unauthorized individuals are in the amenity center and phoning the Sheriff at 911.****
4. **If unauthorized individuals are observed in an amenity center, immediately dial 911 and report the presence of trespassers as confirmed by video surveillance. Also report incident to security manager, who will report to Grand Haven ~~Field~~/Operations Manager the following workday.**
5. **Any issue viewed on camera that presents a threat to health and safety should be immediately reported to the Grand Haven ~~Field~~/Operations Manager or Field Supervisor by phone, and followed up with an email to the CDD office.**

### GUIDELINES FOR CAMERA FAILURE

1. If a camera or group of cameras at any location (Creekside, Village Center, North Gate, South Gate or The Crossings) cannot be viewed on the monitor, such as “NO VIDEO” or TOTAL BLACK BOX, report to the CDD office at 386-447-1888 AND via email. Also report issue to Maintenance Field Supervisor and then notify CDD ~~Field~~-Operations Manager.
2. For any other computer or screen concerns, please contact the Maintenance Field Supervisor and then notify CDD ~~Field~~-Operations Manager.
3. Document in DAR.

### GUIDELINES FOR CALLS FROM CERTIFIED SECURITY ALARM MONITORING PERSONNEL (BURGLAR ALARMS)

1. When a call comes into the Main Gate from Certified Security concerning a burglar alarm at any of the facilities (VILLAGE CENTER or CREEKSIDE ATHLETIC CENTER), immediately view cameras for the identified location of intruders.
  - a. IF NO INTRUDERS ARE VIEWED AT THE IDENTIFIED LOCATION, inform Certified Security that everything is okay and there will be no need to send authorities (SHERIFF). After the call, continue surveillance of the identified location to ensure that no intruders are present. If individuals are viewed and are not recognized as Grand Haven Staff or Amenity Facilitator Staff opening or closing the facility, CALL 911 FOR THE SHERIFF.
  - b. If intruders are viewed at the identified location, determine whether or not the intruders are recognized as Grand Haven Staff or Amenity Facilitator Staff opening or closing the facility.
    - i. IF THE INTRUDERS ARE NOT RECOGNIZED, inform Certified Security that they are not recognized as STAFF and to please send Authorities (SHERIFF).
    - ii. IF THE INDIVIDUALS ARE RECOGNIZED as Grand Haven Staff or the Amenity Facilitator Staff, inform Certified Security that everything is OK you view staff and there is no need for the Authorities (SHERIFF). After the call, continue surveillance of the identified location to insure your judgment was correct.

2. Document in DAR.

## **PROCEDURES FOR GRANTING ACCESS WHEN RECEIVING PHONE CALLS FROM THE PHONE BOXES AT UNMANNED GATES**

SERVICE PROVIDERS FOR THE CROSSINGS & WILD OAKS (school bus, garbage truck, newspaper delivery, ~~FPL~~Duke Energy, AT&T, Spectrum, etc.)

1. The service provider will phone from the phone box requesting entry.
2. Check the video camera monitor screen to confirm the identity.
3. These service providers may be admitted without a pass. The name on their vehicle along with any visible number will be recorded in the Visitor Pass Log. (The tag number is recorded on the tag camera.)
4. When satisfied that the service provider is legitimate and above data is recorded, press 9 to open the unmanned gate.



## SECTION 5

### DELIVERIES TO RESIDENTS

1. When a vehicle without permanent commercial markings arrives and the driver states that they are making a food delivery (pizza, deli or restaurant, etc) and no prior call was received from the resident, the following steps are to be taken:
  - a. Obtain the name and address to which the delivery is to be made.
  - b. Call the resident to verify the delivery.
  - c. While on the line with resident, tactfully advise them that an authorization using the Access Technology-call-in-advance-to-the-booth would be appreciated and will expedite their delivery.
  - d. If resident approves, allow entry making appropriate log entry.
  - e. If no one answers at residence, ask driver to come back another time.

### **DAYTONA NEWS-JOURNAL OR OTHER NEWSPAPER OF GENERAL CIRCULATION CARRIER ENTRY AT NORTH, SOUTH GATES, THE CROSSINGS & WILD OAKS**

We have added "Grand Haven Main Gate" to the telephone access menu with the 445-2376 phone number. Carriers from the Daytona News-Journal or other newspaper delivery services for newspapers of general circulation in Flagler County ("Authorized Carriers") have been told that they can gain entry through our North Gate, South Gate, Crossings and Wild Oaks Gate early in the morning (4:00 am to 5:00 am time frame). Also, US Mail carriers are permitted to enter through North Gate, South Gate and Wild Oaks Gate by going to the telephone access device, selecting "Grand Haven Main Gate", pushing the call button and identifying themselves to the Security Officer at the Main Gate as a Daytona News-Journal an Authorized Carrier. The Security Officer is authorized to permit access by pushing the number 9 on their phone, which will open the resident gate. Any company desiring access hereunder as an Authorized Carrier shall contact the Operations Manager to be qualified for access. Delivery access under this paragraph is not authorized for businesses or companies who try to deliver material which is primarily commercial or advertising in nature.

Record name of carrier and license plate in DAR.

### RESIDENT GATE OPERATION

1. **Do not open the Resident Gates for residents. They must use their card or fob to open gate.**
2. If fob or card is not working, verify resident in the CRM database and allow entry through the gate. Advise resident to resolve any issues with the CDD office within three (3) days.
3. Do not open gate by visual recognition of resident.



## SECTION 6

### INOPERABLE OR DAMAGED ACCESS GATE ARMS

The following steps are to be taken when the gates are either inoperable due to mechanical failure or damaged in any manner.

- A. All Gates, except Main Gate,-call the Grand Haven CDD Office at 386-447-1888.
  - 1. If after hours, **leave only one (1) message** for Maintenance Field Supervisor at private number from list in office.
- B. Main Gate
  - 1. Call the CDD office at 386-447-1888 between 8:00 am and 5:00 pm, Monday through Friday.
  - 2. If after hours, leave **only one (1) message** for Maintenance Field Supervisor at private number from list in office.
  - 3. Place traffic cones in the lane of the inoperative or broken Resident or Exit Gate to block use of that gate.
  - 4. Any broken gate arm/debris is to be placed on the side of the road.
  - 5. Residents going to the Visitor Gate because the Resident Gate is coned off should be allowed entry after verification through the CRM database.

### VEHICLE SAFETY

**The following procedure is to be implemented when a resident's vehicle is driving through the Resident Gate and there is -another vehicle at the Visitor Gate.**

**The visitor lane traffic will be held until the resident lane is clear of vehicles and the danger of a collision is removed.**

**Thank you for your attention to this very important item.**

### GATE ACCESS OFFICER EXPECTATIONS

The Post Orders cover all aspects of Security Officer behavior, dress, etc., and we expect all these orders to be followed. The following behavior is particularly critical to The Grand Haven Community Development District. We expect that these behaviors will be exhibited with absolutely no lapses.

- 1. When any vehicle approaches your gate, the Officer must go outside on the stoop and greet the people in the approaching vehicle. During inclement weather, you need not open the door but you must go to the door and greet them. If you are on the phone, do your best to acknowledge them with eye contact and a wave.
- 2. If the vehicle has a Visitor or Vendor Pass, you must determine that the expiration date is current.
- 3. If it is a visitor or vendor without a pass, process them as quickly and efficiently as possible.

4. Gate Housekeeping. Your physical surroundings set the tone for your mental outlook and influence, positively or negatively, your job performance. We expect the bulletin boards, logs and premises to be kept clean and well organized. To this end, all Security Officers on all shifts are responsible for housekeeping.
- Floors must be swept, counters kept clean, interior glass surfaces wiped clean, wastebaskets emptied and bathrooms kept spotless.
  - Extensive cleaning, such as mopping floors and cleaning exterior glass, will be done by the 2300 to 0700 shift.
  - Bulletin boards should be well organized and periodically purged of out-of-date information.





- F. Any health or safety issue noticed by guard (dangerous wildlife, busted pipes, etc):
1. Should be reported to the CDD Office during normal business hours (Monday through Friday 8:00 am to 5:00 pm)
  2. If after hours, the issue should be reported to the Maintenance Supervisor on “private number” leaving **one (1) message**. If unable to reach the Maintenance Supervisor, report to the Field/Operations Manager on “private number” listed in guard office.

**EMERGENCY (FIRE) EXIT GATES (Firewise Program)**

**Many neighborhoods have secondary emergency exit gates to perimeter County roads. These gates are locked for security purposes. (Refer to the map located in the back of Post Orders for locations.) Upon notification of a fire or other emergency that may require use of one or all of these gates, immediately contact the CDD Field/Operations Manager to open the gate(s). In the event of such an emergency, cutting of the chains securing the gates is authorized in an effort to avoid delays.**

The gate ID and general locations are:

- #1 Southlake Drive
- #2 Kite Court
- #3 Riverbend Court
- #4 Creekside Drive
- #5 Crossings

PLEASE REFER TO THE GATE LOCATION MAP IN THE BACK OF THE POST ORDERS FOR MORE SPECIFIC LOCATIONS.

The gates will be re-secured by CDD personnel upon receipt of the official “all clear” from the appropriate authorities

## SECTION 8

### GRAND HAVEN STORM PROTOCOL

(Informational Only)

- The following actions will be taken when wind is forecast to reach tropical storm force (39-73 mph sustained winds.) Obtain data from Flagler Emergency, Weather Underground and/or NOAA.
- When actions are to be taken, CDD and Amenity Center Staff will notify community ASAP - minimum of 12 hours in advance of action.

#### Gates

- Release security officers
  - CDD Operations Staff will open and remove metal gate arms and open The Crossings and Wild Oaks Gates 12 hours in advance of storms or at the discretion of ~~Field/~~Operations Manager, depending on circumstances
- Security Officers return
  - CDD Operations Staff will close The Crossings and Wild Oaks gates and reinstall gate arms when tropical storm winds forecast to clear and weather allows gate arms to be safely installed at the discretion of the ~~Field/~~Operations Manager, depending on circumstances

#### Amenity Centers

- Amenity Center Staff will close amenity centers 12 hours in advance of storm or at the discretion of the ~~Field/~~Operations Manager
- CERT Team has authority to use the amenity facilities as needed for CERT Team operations. ~~CERT Team is acting under the authority of the Flagler County Emergency Management Services~~
- Amenity Center Staff will reopen amenity centers when tropical storm winds forecast to clear or at the discretion of the ~~Field/~~Operations Manager

#### Deck Areas

- Amenity Center Staff will place chairs and chaise lounges in pools
- Amenity Center Staff will move tables to corner and secure
- Amenity Center Staff will place umbrellas, life preservers, flags, etc., into equipment room

#### Tennis and Pickleball courts

- Amenity Center Staff will remove wind screens

#### Misc.

- CDD Operations Staff and Amenity Center Staff will remove canopies at Category 2 winds
- CDD Operations Staff and Amenity Center Staff will secure Village Center main breezeway doors with 2x4s/2x4's
- CDD Operations Staff and Amenity Center Staff will place the golf cart in Village Center Shed

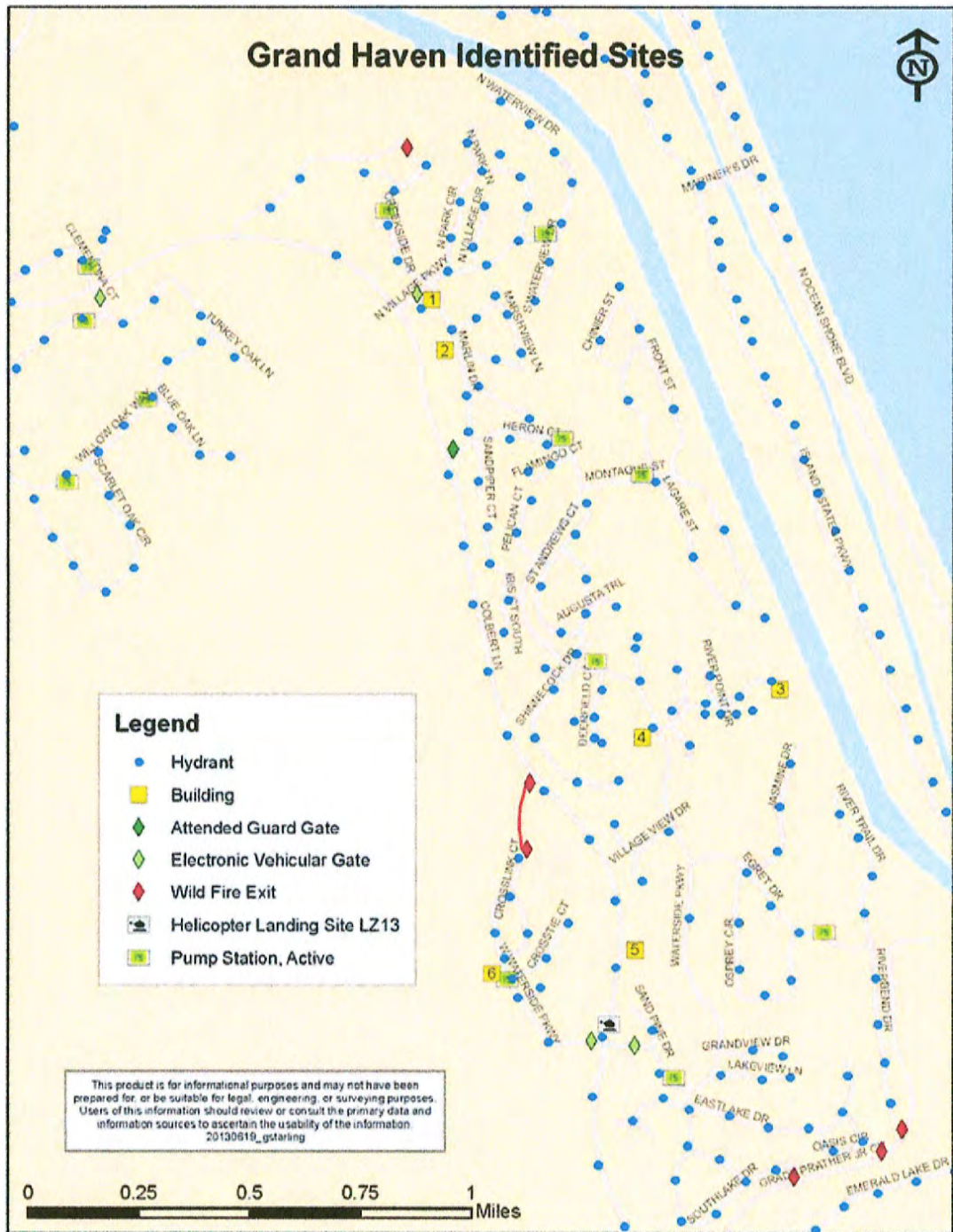
#### Communications

- ~~FOM and AMG~~Operations Manager and Amenity Manager will establish agreement regarding all actions to be taken
- ~~FOM~~Operations Manager establishes agreement with BOS Chair and informs District Manager



- FOM Operations Manager sends e-blast to community regarding actions at gates
- AMG Amenity Manager sends e-blast to community regarding actions at Amenity Centers

### I. Map - Roads, Gates, Fire Hydrants, Lift Stations, Buildings



# EXHIBIT 5

# GRAND HAVEN MEETING AGENDA MATRIX

<b>January, 2023</b>	<b>Regular Meeting: 1/19</b>	<p><b>Staff Reports</b></p> <ul style="list-style-type: none"><li>• District Engineer</li><li>• District Counsel<ul style="list-style-type: none"><li>○ Draft Post Order changes</li></ul></li><li>• District Manager<ul style="list-style-type: none"><li>○ Post Storm Report Delivered to Board</li></ul></li></ul> <p><b>Consent Agenda Items</b></p> <ul style="list-style-type: none"><li>• Meeting Minutes<ul style="list-style-type: none"><li>○ 12/1/2022 Regular Meeting</li></ul></li><li>• Unaudited Financials (November 2022)</li><li>• Unaudited Financials (December 2022)</li></ul> <p><b>Business Items</b></p> <ul style="list-style-type: none"><li>• Update on Resident Survey from Supervisor Polizzi (if needed)</li><li>• Public Hearing on Rules Concerning Treatment of Employees and Service Animals</li></ul> <p><b>Discussions</b></p> <ul style="list-style-type: none"><li>• Top 10 Goals and Priorities</li><li>• FY 2024 Budget--continued</li></ul>	
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# GRAND HAVEN MEETING AGENDA MATRIX

February, 2023	<b>Workshop: 2/2</b>	<p><b><i>Presentations</i></b></p> <ul style="list-style-type: none"> <li>• Barry to provide his ideas on Café renovations for eventual SOW</li> </ul> <p><b><i>Discussions</i></b></p> <ul style="list-style-type: none"> <li>• FY 2024 Budget—continued</li> </ul>	<ul style="list-style-type: none"> <li>• John Lucansky to provide wish list for Tiki Hut (9/15 Board Meeting minutes; lines 48-51)</li> </ul>
	<b>Regular Meeting: 2/16</b>	<p><b><i>Staff Reports</i></b></p> <ul style="list-style-type: none"> <li>• District Engineer</li> <li>• District Counsel</li> <li>• District Manager</li> </ul> <p><b><i>Consent Agenda Items</i></b></p> <ul style="list-style-type: none"> <li>• Meeting Minutes             <ul style="list-style-type: none"> <li>○ 1/5/2023 Workshop</li> <li>○ 1/19/2023 Regular Meeting</li> </ul> </li> <li>• Unaudited Financials (January 2023)</li> </ul> <p><b><i>Business Items</i></b></p> <p><b><i>Discussions</i></b></p> <ul style="list-style-type: none"> <li>• FY 2024 Budget—continued</li> <li>• Report to Board by workgroup (Chair, District Counsel, District Engineer, Operations Manager and HOA representative) on the Approach Plan with the City of Palm Coast, Flagler County and the SJRWMD with respect to what can be done with wild hog issue</li> <li>• Should the Board Adopt a Leaf Pick Up Policy</li> <li>• Townhall style meeting for Survey Reports and Further Input with the Residents</li> </ul>	<ul style="list-style-type: none"> <li>• John Lucansky to provide wish list for Tiki Hut (9/15 Board Meeting minutes; lines 48-51) if not done in 2/2 Workshop</li> <li>• If yes, then how to fund?</li> <li>• How not to charge villages that have PLM?</li> <li>• Vice Chair Polizzi</li> </ul>

**GRAND HAVEN MEETING AGENDA MATRIX**

<b>March, 2023</b>	<b>Workshop: 3/2</b>	<p><i><b>Presentations</b></i></p> <p><i><b>Discussions</b></i></p> <ul style="list-style-type: none"> <li>• FY 2024 Budget--continued</li> </ul>	
	<b>Regular Meeting: 3/16</b>	<p><i><b>Staff Reports</b></i></p> <ul style="list-style-type: none"> <li>• District Engineer</li> <li>• District Counsel</li> <li>• District Manager</li> </ul> <p><i><b>Consent Agenda Items</b></i></p> <ul style="list-style-type: none"> <li>• Meeting Minutes             <ul style="list-style-type: none"> <li>○ 2/2/2023 Workshop</li> <li>○ 2/16/2023 Regular Meeting</li> </ul> </li> <li>• Unaudited Financials (February, 2023)</li> </ul> <p><i><b>Business Items</b></i></p> <p><i><b>Discussions</b></i></p> <ul style="list-style-type: none"> <li>• FY 2024 Budget--continued</li> </ul>	

**GRAND HAVEN MEETING AGENDA MATRIX**

<b>April, 2023</b>	<b>Workshop: 4/6</b>	<p><i><b>Presentations</b></i></p> <p><i><b>Discussions</b></i></p> <ul style="list-style-type: none"> <li>• FY 2024 Budget--continued</li> </ul>	
	<b>Regular Meeting: 4/20</b>	<p><i><b>Staff Reports</b></i></p> <ul style="list-style-type: none"> <li>• District Engineer</li> <li>• District Counsel</li> <li>• District Manager</li> </ul> <p><i><b>Consent Agenda Items</b></i></p> <ul style="list-style-type: none"> <li>• Meeting Minutes             <ul style="list-style-type: none"> <li>○ 3/2/2023 Workshop</li> <li>○ 3/16/2023 Regular Meeting</li> </ul> </li> <li>• Unaudited Financials (March, 2023)</li> </ul> <p><i><b>Business Items</b></i></p> <p><i><b>Discussions</b></i></p> <ul style="list-style-type: none"> <li>• FY 2024 Budget--continued</li> </ul>	



**GRAND HAVEN MEETING AGENDA MATRIX**

<b>May, 2023</b>	<b>Workshop: 5/4</b>	<p><i><b>Presentations</b></i></p> <p><i><b>Discussions</b></i></p> <ul style="list-style-type: none"> <li>• FY 2024 Budget--continued</li> </ul>	
	<b>Regular Meeting: 5/18</b>	<p><i><b>Staff Reports</b></i></p> <ul style="list-style-type: none"> <li>• District Engineer</li> <li>• District Counsel</li> <li>• District Manager</li> </ul> <p><i><b>Consent Agenda Items</b></i></p> <ul style="list-style-type: none"> <li>• Meeting Minutes             <ul style="list-style-type: none"> <li>○ 4/6/2023 Workshop</li> <li>○ 4/20/2023 Regular Meeting</li> </ul> </li> <li>• Unaudited Financials (April, 2023)</li> </ul> <p><i><b>Business Items</b></i></p> <p><i><b>Discussions</b></i></p> <ul style="list-style-type: none"> <li>• FY 2024 Budget--continued</li> </ul>	

## GRAND HAVEN MEETING AGENDA MATRIX

<i>Unscheduled Items</i>	<p><i>Future Workshop Issues:</i></p> <ul style="list-style-type: none"> <li>• Parking Lot discussion</li> <li>• Solar Evaluation</li> <li>• Solitude’s Annual Report (once per year)</li> <li>• 10-Year Plan Presentation and Updates from Townhall Meeting</li> <li>• Communication Needs: Follow-up from 1/20/2022 Regular Board Meeting &amp; 9/2/2022, 10/6/2022 and 1/5/2023 Workshop             <ul style="list-style-type: none"> <li>▪ Continued review of communication matrix</li> <li>▪ Continued review of prior board discussion &amp; supervisor comments sent to DM</li> <li>▪ Website upgrades</li> </ul> </li> </ul> <p><i>Future Meeting Issues:</i></p> <ul style="list-style-type: none"> <li>• Approval of Debris Removal contract</li> </ul>	<ul style="list-style-type: none"> <li>• After receipt of resident survey and John Lucansky’s parking survey—possibly March/April</li> <li>• OM has collected information in past on this issue.</li> <li>• Add comments from residents from Townhall style workshop to the 10 year plan that the Board paused in Spring, 2022</li> <li>• E-Blasts about encroachment on CDD owned land (District Counsel to provide guidance)</li> <li>• Include \$ amounts in E-Blasts if known (e.g. the cost of cleaning out drains for putting yard debris in it)</li> <li>• Supervisor Flanagan to work with Fact Finding Group and return to board with Facts identified</li> <li>• DC to advise on date</li> </ul>
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## GRAND HAVEN MEETING AGENDA MATRIX

	NOTES
1. Board Accountability, Code of Conduct, Meeting Efficiency	Continue to work on Board's roles and responsibilities, meeting efficiency
2. Staffing Levels for Future Needs, Job Descriptions-Field Workers	Should be addressed in 2023
3. Budget, Debt and Assessments	Completed (August 2022)
4. Improve Communications	Established townhall style meetings; increased E-blasts; additional information added to District's website.
5. 2-5-year Capital Planning	10-year Long Term Capital Plan scheduled to be completed Spring 2023
6. Health, Safety and Security of Grand Haven Residents	A work in progress, Board continues discussions Summer and Fall, 2022
7. External District Resources, Consultants, Intergovernmental Relations	City/County Relations, Enforcement Agencies, Chairman, DM, Ops. Mgr.
8. Stormwater/Pond Management	Completed (June, 2022)
9. Other Funding Sources, Grants	Grant Writing Consultant has been discussed, no further action at this time
10. Update Technology / Access Control, Resident Directory, CRM	Website upgrades, project management, gate cell access

**THIS PAGE IS UNDER REVIEW**



# EXHIBIT 6

Date of Action Item	Action Item	Status
<b>DISTRICT MANGER SECTION</b>		
12/2/2021	DM to place approved parking lot expansion plans on CDD website and provide copy to resident Bob Badger	3/28: Confirmed with DE that Board has not approved final plan that includes addt'l ADA compliance parking.
9/1/2022	DM to work with web hosting company and look into alternatives with respect to issues raised during workshop. DM working with Supervisor Flanagan on this issue.	1/5/2023: Supervisor Flanagan to work with Fact Finding group on this issue
10/6/2022	DM to begin a Post-Hurricane review and report back to board on recommendations. Chair, OM, DM and Office Manager to work on the final report together	1/6/2023: Done
11/3/2022	<del>DM to email Supervisors reminding them to send comments no later than 12/3 to Supervisor Polizzi regarding survey</del>	11/4: Done
11/3/2022	<del>DM to email Supervisors reminding them to send their comments on what should be in post storm review</del>	11/4: Done
12/1/2022	DM to send Board the time line of events surrounding Hurricane/Tropical Storm Ian	12/5: Done
12/1/2022	DM/Chair Foley/Operations Manager/Office Manager to meet to finalize Post Mortem report to Board due 1/19/2023	12/15: Done
1/5/2023	DM to email Board updated budget excel document	1/6/2023: Done
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
<b>OPERATIONS MANAGER SECTION</b>		
5/5/2022 & 9/1/2022	OM staff to work with VCIO to address concerns raised during workshop and to identify immediate concerns that need to be rectified; OM and Office Manager to communicate with VCIO with respect to what Board is looking for with regards to improvements in business technology over	6/9: Underway

	the next three years, as well as deliverables in functional areas.	
6/2/2022	OM is to set up a FPL energy audit for all structures in community including pumphouse.	6/9: To be scheduled
6/16/2022	OM to review walking path issue in Wild Oaks	9/7: Paths have been reviewed. Concrete borders need replacement.
6/16/2022	OM to speak with John Lucansky for his observations regarding amenity use of parking lot/parking on street	9/15: Board told John to pause this issue until February, 2023
9/15/2022	OM to work with amenity manager on wish list for improvements to Tiki Hut (with estimate of costs)	
9/15/2022	OM to walk Waterside Parkway with DE to determine if repaving items in 2023 FY Budget need to be reprioritized	1/5/2023: Done
10/20/2022	OM to work with Amenity Manager with respect to DBPR inspection report	Done
10/20/2022	OM to work with Amenity Manager with respect to dogs in Village Center	1/19/2023: Public Hearing
10/20/2022 & 11/3/2022	OM to work with DE with respect to retaining wall issue in the Crossings. OM to provide expected date of completion at 12/1 Board Meeting.	Underway
11/3/2022	OM to locate junction box in drainage system/wetland area and clean if necessary. To provide proposal to Board if needed.	12/1: Done
11/3/2022	OM to look into P2 and Pond 27 structure issue and provide proposal to Board if needed.	12/1: Done
11/3/2022	OM to report to Board during 12/1 meeting on whether Waterside Parkway milling/paving needed to be moved up. Compare with Capital Plan projects	1/5/2023: Done



11/3/2022	OM to obtain proposal to add handicap access button to doors at café and VC bathroom and Creekside (if needed).	
12/1/2022	OM/Chair Foley/District Engineer/District Counsel and a HOA representative to meet and develop an “approach plan” to meet with the City of Palm Coast, Flagler County officials and the St. Johns River Water Management District to see what activities can be done to control the wild hog issue. A report is due back within 60 days.	1/5/2023: Underway
12/1/2022	OM/ Chair Foley/District Manager/Office Manager to meet to finalize Post Mortem report to Board due 1/19/2023	12/15: Done
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	<b>DISTRICT ENGINEER SECTION</b>	
10/20/2022 & 11/3/2022	DE to work with OM with respect to retaining wall issue in the Crossings	Underway
12/1/2022	DE/ Chair Foley/District Counsel/ Operations Manager and a HOA representative to meet and develop an “approach plan” to meet with the City of Palm Coast, Flagler County officials and the St. Johns River Water Management District to see what activities can be done to control the wild hog issue. A report is due back within 60 days.	1/5/2023: Underway
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	<b>BOARD SECTION</b>	
9/15/2022	Supervisor Polizzi to send DM “raw data” from survey.	Done
11/3/2022	Supervisors to send the DM comments for Supervisor Polizzi regarding resident survey no later than 12/3/2022.	1/11/2023: Done

11/3/2022	Supervisors to send the DM their comments on what should be in post storm review	Done
12/1/2022	Chair Foley/District Engineer/District Counsel/Operations Manager and a HOA representative to meet and develop an “approach plan” to meet with the City of Palm Coast, Flagler County officials and the St. Johns River Water Management District to see what activities can be done to control the wild hog issue. A report is due back within 60 days.	1/5/2023: Underway
12/1/2022	Chair Foley/District Manager/Operations Manager/Office Manager to meet to finalize Post Mortem report to Board due 1/19/2023	12/15: Done
12/1/2022	Supervisors to send DM their top goals and priorities	12/5: Email sent to Board. Responses due 12/13. 1/4/2023: Done
1/5/2023	Supervisors to send DM any changes to their top goals and priorities	1/12/2023: Done
1/5/2023	Supervisors to send DM any recommended links wanted on new website	1/6: Email reminder sent to Board with due date of 1/13.
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	<b>DISTRICT COUNSEL SECTION</b>	
8/18/2022	DC to begin rule making for limited public access to the community	9/15: First draft presented to Board; 12/1: Done
10/20/2022	DC to continue work on verbal abuse of employee issue	1/19/2023: Public Hearing
11/3/2022	DC to provide proposed rule language for service dogs at Village Center	1/19/2023: Public Hearing
12/1/2022	DC/Chair Foley/District Engineer/ Operations Manager and a HOA representative to meet and develop an “approach plan” to meet with the City of Palm Coast, Flagler County officials and	1/5/2023: Underway

	the St. Johns River Water Management District to see what activities can be done to control the wild hog issue. A report is due back within 60 days.	
12/1/2022	District Counsel will provide draft Post Order changes at 1/19/2023 meeting	1/19/2023: On agenda



# EXHIBIT 7

# Grand Haven Community Development District

Financial Statements  
(Unaudited)

Period Ending  
November 30, 2022

**Grand Haven CDD  
Balance Sheet  
November 30, 2022**

	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Total</u>
BU OPERATING	\$ 1,103,915	\$ 1,442,037	\$ 2,545,953
BU DEBIT CARD	-		-
TRUIST OPERATING	13,708		13,708
SBA 161601A	7,086		7,086
BU - SAVINGS	1,921,128	-	1,921,128
IBERIA BANK MMA	127		127
ON ROLL ASSESSMENTS RECEIVABLE	2,805,822	616,216	3,422,038
ACCOUNTS RECEIVABLE	4,809		4,809
A/R WATER BILLS	-		-
DUE FROM OTHER	-	220,280	220,280
DEPOSITS	110		110
<b>TOTAL ASSETS</b>	<b><u>\$ 5,856,705</u></b>	<b><u>\$ 2,278,533</u></b>	<b><u>\$ 8,135,238</u></b>
<b><u>LIABILITIES:</u></b>			
ACCTS PAYABLE	\$ 56,756	\$ 12,256	\$ 69,012
DUE TO OTHER	220,280		220,280
DEFERRED REVENUE	2,805,822		2,805,822
DEFERRED REVENUE - SRF	-	616,216	616,216
<b><u>FUND BALANCE:</u></b>			
NONSPENDABLE:			
PREPAID AND DEPOSITS	110		110
ASSIGNED:			
3 MONTH WORKING CAPITAL	945,505	356,637	1,302,142
DISASTER	750,000		750,000
FUTURE CAPITAL IMPROVEMENTS	-	1,069,910	1,069,910
UNASSIGNED:	1,078,343	223,514	1,301,857
TOTAL FUND BALANCE	2,773,848	1,650,061	4,423,909
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b><u>\$ 5,856,705</u></b>	<b><u>\$ 2,278,533</u></b>	<b><u>\$ 8,135,238</u></b>

**No Transfers For October**

Note: GASB 34 government wide financial statements are available in the annual independent audit of the District. The audit is available on the website and upon request.

**GRAND HAVEN CDD**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2022 through November 30, 2022**

	Adopted Budget	Current Month	Year To Date	Variance + / (-)	% Of Budget
<b>REVENUES</b>					
ASSESSMENT ON-ROLL (Net)	\$ 3,738,054	\$ 951,872	\$ 951,872	(2,786,182)	25%
REUSE WATER	23,000	1,319	3,765	(19,235)	16%
GATE & AMENITY GUEST	9,000	1,068	2,212	(6,788)	25%
TENNIS	3,000	42	42	(2,958)	1%
ROOM RENTALS	2,000	-	-	(2,000)	0%
INTEREST & MISCELLANEOUS	20,000	3,612	3,764	(16,236)	19%
ASSESSMENT LEVY - ESCALANTE FUND	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>3,795,054</b>	<b>957,914</b>	<b>961,656</b>	<b>(2,833,398)</b>	<b>25%</b>
<b>EXPENDITURES</b>					
<b>ADMINISTRATIVE</b>					
Supervisors - regular meetings	12,000	1,000	2,200	(9,800)	18%
Supervisor - workshops	9,000	-	1,000	(8,000)	11%
District Management Services	-	-	-	-	-
District management	40,299	3,708	7,242	(33,058)	18%
Administrative	10,712	893	1,785	(8,927)	17%
Accounting	22,119	1,843	3,686	(18,433)	17%
Assessment roll preparation	9,734	811	1,622	(8,112)	17%
Disclosure report	-	-	-	-	-
Arbitrage rebate calculation	-	-	-	-	-
Office supplies	1,050	-	-	(1,050)	0%
Postage	3,150	2,128	2,144	(1,006)	68%
Trustee	-	-	-	-	-
Audit	4,850	-	-	(4,850)	0%
Legal - general counsel	103,000	10,830	22,352	(80,648)	22%
Engineering	31,500	3,237	14,114	(17,386)	45%
Engineer Stormwater Analysis	5,000	-	-	(5,000)	0%
Legal advertising	5,460	404	404	(5,056)	7%
Bank fees	1,575	89	178	(1,397)	11%
Dues & licenses	184	-	175	(9)	95%
Property taxes	2,520	-	-	(2520)	0%
Tax collector	-	-	-	-	-
Contingencies (Property Owner Survey)	-	3,329	3,329	-	-
<b>TOTAL ADMINISTRATIVE</b>	<b>262,153</b>	<b>28,272</b>	<b>60,232</b>	<b>\$ (201,921.09)</b>	<b>23%</b>
<b>INFORMATION AND TECHNOLOGY</b>					
IT support	28,004	2,499	4,998	(23,006)	18%
Village Center and Creeslide telephone & fax	6,873	591	1,143	(5,730)	17%
Cable/internet-village center/creekside	10,271	1,149	2,423	(7,848)	24%
Wi-Fi for gates	5,139	-	-	(5,139)	0%
Landlines/hot spots for gates and cameras	27,720	221	444	(27,276)	2%
Cell phones	7,646	-	1,009	(6,637)	13%
Website hosting & development	1,591	114	493	(1,098)	31%
ADA website compliance	221	-	-	(221)	0%
Communications: e-blast	525	-	-	(525)	0%
<b>TOTAL INFORMATION AND TECHNOLOGY</b>	<b>87,990</b>	<b>4,574</b>	<b>10,510</b>	<b>(77,480)</b>	<b>12%</b>
<b>INSURANCE</b>					
Insurance: general liability & public officials	12,532	-	109,195	96,663	871%
Insurance: property	82,550	-	-	(82,550)	0%
Insurance: auto general liability	3,311	-	-	(3,311)	0%
Flood insurance	4,140	-	-	(4,140)	0%
<b>TOTAL INSURANCE</b>	<b>102,533</b>	<b>-</b>	<b>109,195</b>	<b>6,662</b>	<b>106%</b>
<b>UTILITIES</b>					
Electric	-	-	-	-	-
Electric services - #12316, 85596, 65378	5,980	3,441	6,549	569	110%
Electric- Village Center - #18308	36,225	-	-	(36,225)	0%
Electric - Creekside - #87064, 70333	24,725	2,281	3,986	(20,739)	16%
Street lights <sup>1</sup>	23,000	2,198	4,291	(18,709)	19%
Propane - spas/café	42,630	3,467	7,977	(34,653)	19%
Garbage - amenity facilities	15,960	1,065	2,130	(13,830)	13%
Water/sewer	-	-	-	-	-



**GRAND HAVEN CDD**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2022 through November 30, 2022**

	Adopted Budget	Current Month	Year To Date	Variance + / (-)	% Of Budget
Water services <sup>2</sup>	120,750	-	9,016	(111,734)	7%
Water - Village Center - #324043-44997	14,175	-	1,130	(13,045)	8%
Water - Creekside - #324043-45080	7,665	-	646	(7,019)	8%
Pump house shared facility	16,275			(16,275)	0%
<b>TOTAL UTILITIES</b>	<b>307,385</b>	<b>12,452</b>	<b>35,724</b>	<b>(271,661)</b>	<b>12%</b>
<b>FIELD OPERATIONS</b>					
Stormwater system					
Aquatic contract	54,010	4,508	9,015	(44,995)	17%
Aquatic contract: lake watch	4,280	386	771	(3,509)	18%
Aquatic contract: aeration maintenance	4,200	-	644	(3,556)	15%
Lake bank spraying	6,434			(6,434)	0%
Stormwater system repairs & maintenance	15,750			(15,750)	0%
Property maintenance					
Horticultural consultant	10,080	800	1,600	(8,480)	16%
Landscape enhancement					
Landscape repairs & replacement	21,000			(21,000)	0%
Landscape maintenance contract services	615,105	53,211	106,423	(508,682)	17%
Landscape maintenance: croquet	53,340	4,592	8,625	(44,715)	16%
Tree maintenance (Oak tree pruning)	36,750		-	(36,750)	0%
Optional flower rotation	21,000			(21,000)	0%
Irrigation repairs & replacement	40,000	4,562	4,562	(35,438)	11%
Roads & bridges repairs	15,750		556	(15,194)	4%
Sidewalk repairs & replacement		1,063	1,063		
Street light maintenance	15,750	63	122	(15,628)	1%
Vehicle repairs & maintenance	5,250	-	1,293	(3,957)	25%
Office supplies: field operations	14,700	592	1,185	(13,515)	8%
Holiday lights	9,450	1,594	1,661	(7,789)	18%
CERT operations	500			(500)	0%
Community maintenance	120,000	1,586	7,127	(112,873)	6%
Storm clean-up	27,300	10,298	20,623	(6,677)	76%
Miscellaneous contingency		-	-		
<b>TOTAL FIELD OPERATIONS</b>	<b>1,090,649</b>	<b>83,253</b>	<b>165,271</b>	<b>(925,378)</b>	<b>15%</b>
<b>STAFF SUPPORT</b>					
Payroll	606,564	51,981	94,305	(512,259)	16%
Merit pay/bonus	25,000	3,168	4,200	(20,800)	17%
Payroll taxes	81,635	3,358	6,675	(74,960)	8%
Health insurance	116,600	7,858	15,893	(100,707)	14%
Insurance: workers' compensation	30,000	-	12,214	(17,786)	41%
Payroll services	6,250	334	636	(5,614)	10%
Mileage reimbursement	16,000	574	1,070	(14,930)	7%
Vehicle Allowance	-				
<b>TOTAL STAFF SUPPORT</b>	<b>882,049</b>	<b>67,274</b>	<b>134,993</b>	<b>(747,056)</b>	<b>15%</b>
<b>AMENITY OPERATIONS</b>					
Amenity Management	610,570	52,686	105,732	(504,838)	17%
A/C maintenance and service	4,095			(4,095)	0%
Fitness equipment service	7,875			(7,875)	0%
Music licensing	3,757	-	2,148	(1,609)	57%
Pool/spa permits	919			(919)	0%
Pool chemicals	16,275	1,412	4,237	(12,038)	26%
Pest control	4,095	95	664	(3,431)	16%
Amenity maintenance	120,000	10,425	20,896	(99,104)	17%
Special events	10,500	1,400	2,060	(8,440)	20%
<b>TOTAL AMENITY</b>	<b>778,086</b>	<b>66,018</b>	<b>135,736</b>	<b>(642,350)</b>	<b>17%</b>
<b>SECURITY</b>					
Gate access control staffing	214,594	23,717	38,299	(176,295)	18%
Additional guards	8,400		-	(8,400)	0%
Guardhouse facility maintenance	16,800	103	363	(16,437)	2%
Gate communication devices	22,050	-	1,891	(20,159)	9%
Gate operating supplies	16,800	2,564	5,438	(11,362)	32%
Fire & security system	5,565	1,523	1,786	(3,780)	32%

**GRAND HAVEN CDD**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2022 through November 30, 2022**

	Adopted Budget	Current Month	Year To Date	Variance + / (-)	% Of Budget
<b>TOTAL SECURITY</b>	284,209	27,907	47,777	(236,432)	17%
<b>TOTAL EXPENDITURES</b>	3,795,054	289,750	699,439	(3,095,615)	18%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES			262,218		
FUNDS TRANSFER EXPENSE					
FUNDS TRANSFER INCOME					
FUND BALANCE - BEGINNING			2,511,630		
<b>FUND BALANCE ENDING</b>			<u>2,773,848</u>		
<b>ANALYSIS OF FUND BALANCE</b>					
DISASTER			750,000		
3 MONTHS WORKING CAPITAL			945,505		
UNASSIGNED			1,078,343		
<b>FUND BALANCE - ENDING</b>			<u>\$ 2,773,848</u>		

**GRAND HAVEN CDD**  
**SPECIAL REVENUE FUND - INFRASTRUCTURE REINVESTMENT**  
**Statement of Revenue, Expenses and Changes in Fund Balance**  
**For the period from October 1, 2022 through November 30, 2022**

	<u>Adopted Budget</u>	<u>Current Month</u>	<u>Year To Date</u>	<u>Variance + / (-)</u>	<u>% Of Budget</u>
<b>REVENUE</b>					
SPECIAL ASSESSMENTS - ON ROLL (NET)	\$ 820,953	\$ 209,041.42	\$ 209,041.42	\$ (611,912)	25%
DISCOUNT (ASSESSMENTS)	-	-	-		
INTEREST REVENUE	5,500	-	-		0%
<b>TOTAL REVENUE</b>	<b>826,453</b>	<b>209,041</b>	209,041.42	<b>(617,412)</b>	<b>25%</b>
<b>EXPENDITURES</b>					
GENERAL INFRASTRUCTURE REPLACEMENT	803,045	17,354	65,980	(737,065)	8%
<b>TOTAL EXPENDITURES</b>	<b>803,045</b>	<b>17,354</b>	<b>65,980</b>	<b>(737,065)</b>	<b>8%</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXP.</b>	<b>23,408</b>	<b>191,687</b>	<b>143,062</b>		
<b>OTHER FINANCING SOURCES (USES)</b>					
TRANSFER OUT	-	-	\$ -		
TRANSFER IN	-	-	-		
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>		
FUND BALANCE BEGINNING			\$ 1,506,999.23		
NET CHANGE IN FUND BALANCE			\$ -		
<b>FUND BALANCE - ENDING</b>			<b>\$ 1,650,060.91</b>		
Analysis of Fund Balance					
Committed: Future Capital Improvements			1,069,910		
Assigned: 3 months working capital			356,637		
Unassigned			223,514		
<b>FUND BALANCE - ENDING</b>			<b>\$ 1,650,061</b>		



250 International Parkway, Suite 280

Lake Mary, FL 32746

TEL: 321-263-0132

**Bill To**

Grand Haven Community Development District  
c/o DPFM Management & Consulting LLC  
250 International Parkway  
Suite 280  
Lake Mary FL 32746

**Invoice**

**Date** 11/1/2022

**Invoice #** 404417

**In Reference To:**

**Monthly contracted management fess, as follows:**

**PLEASE REMIT PAYMENT TO CORPORATE HEADQUARTERS:  
DPFG M&C  
c/o Vesta Property Services, Inc.  
245 Riverside Avenue, Suite 300  
Jacksonville, FL 32202**

Description	Quantity	Rate	Amount
District Management Services	1		3,358.25
Accounting Services	1		1,843.24
Administration Services	1		892.67
Assessment Preparation	1		811.17

**Total** \$6,905.33





250 International Parkway, Suite 280

Lake Mary, FL 32746

TEL: 321-263-0132

**Bill To**

Grand Haven Community Development District  
c/o DPF Management & Consulting LLC  
250 International Parkway  
Suite 208  
Lake Mary FL 32746

***Invoice***

**Date** 11/3/2022

**Invoice #** 404313

**In Reference To:**

**Additional Board Meeting Overage Billing:**

**PLEASE REMIT PAYMENT TO CORPORATE HEADQUARTERS:  
DPFG M&C  
c/o Vesta Property Services, Inc.  
245 Riverside Avenue, Suite 300  
Jacksonville, FL 32202**

Description	Quantity	Rate	Amount
11/03/22 Board Meeting additional hours	2	175.00	350.00

**Total** \$350.00

Clark & Albaugh, LLP  
219 Shiloh Cove  
Heathrow, Florida 32746

Phone: (407) 647-7600

Fax: (407) 647-7622

Grand Haven CDD

November 1, 2022

DPFG

250 International Parkway, Suite 208

Lake Mary, Florida 32746

File #

7188-020

**Attention:**

Invoice #

18126

**RE:** Hernandez Injury Claim

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>AMOUNT</b>	<b>LAWYER</b>
Oct-24-22	review of letter from HOA counsel regarding claim and indemnity demand; review of plats and exhibits	0.80	228.00	SDC
Oct-26-22	review of case files and exhibits on injury litigation	0.60	171.00	SDC
Oct-27-22	review of background materials on slip and fall and plat and ownership records; review of complaint	0.70	199.50	SDC
	Totals	2.10	<hr/> \$598.50	
	<b>Total Fee &amp; Disbursements</b>			<hr/> <b>\$598.50</b>
	<b>Balance Now Due</b>			<hr/> <b>\$598.50</b>

Please use the invoice address for PAYMENTS ONLY:

219 Shiloh Cove  
Heathrow, FL 32746

Effective August 1, 2022, our new physical address  
for all other correspondence is:

1800 Town Plaza Court  
Winter Springs, FL 32708

TAX ID Number 26-1572385

Clark & Albaugh, LLP  
219 Shiloh Cove  
Heathrow, Florida 32746

Phone: (407) 647-7600

Fax: (407) 647-7622

Grand Haven CDD

November 1, 2022

DPFG

250 International Parkway, Suite 208

Lake Mary, Florida 32746

File #

7188-019

**Attention:**

Invoice #

18125

**RE:** Hurricane Ian

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>AMOUNT</b>	<b>LAWYER</b>
Sep-30-22	telephone call with Barry (2) regarding city debris agreement and initial pickup by 4 C's; correspondence to city staff regarding agreement	0.70	199.50	SDC
Oct-03-22	review of eblast correspondence regarding debris and related issues; correspondence to Palm Coast regarding pickup and agreement; telephone call with manager; telephone call with Barry (2); telephone call with chairman	3.40	969.00	SDC
Oct-06-22	review of Public Assistance communication from FDEM; correspondence with manager regarding same and followup regarding filing	0.20	57.00	SDC
Oct-10-22	review of correspondence from DEM regarding critical dates and filing	0.00	0.00	SDC
	review of and response to staff regarding city position on storm pickup	0.30	85.50	SDC
Oct-11-22	telephone call with Barry regarding debris status and issue with city; review of communication from city staff regarding lack of pickup; correspondence with manager; correspondence and telephone call with chairman; correspondence to city attorney; followup correspondence to provide	2.80	798.00	SDC



information requested by attorney; review of and respond to correspondence from city attorney regarding position of not providing enhanced debris pickup.

	review of email and attached materials from Flagler Emergency Management regarding deadlines and Public Assistance applications	0.50	142.50	SDC
	telephone call with manager regarding city's response on debris pickup; telephone call with chairman regarding same topic	0.50	142.50	SDC
Oct-14-22	followup correspondence with city regarding storm debris	0.10	28.50	SDC
Oct-24-22	review of emergency management communications regarding issues on disaster relief, executive order and status report	0.40	114.00	SDC
Oct-28-22	telephone call with Florida DEM regarding establishment of portal access for Hurricane Ian relief; review of portal application process and file Request for Public Assistance for Ian	1.80	513.00	SDC
	Totals	10.70	<u>\$3,049.50</u>	

**Total Fee & Disbursements** \$3,049.50

**Balance Now Due** \$3,049.50

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Heathrow, FL 32746

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Winter Springs, FL 32708

TAX ID Number 26-1572385

Clark & Albaugh, LLP  
219 Shiloh Cove  
Heathrow, Florida 32746

Phone: (407) 647-7600

Fax: (407) 647-7622

Grand Haven CDD

November 1, 2022

DPFG

250 International Parkway, Suite 208

Lake Mary, Florida 32746

File #

7188-001

**Attention:**

Invoice #

18124

**RE:** General matters

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>AMOUNT</b>	<b>LAWYER</b>
Oct-03-22	review of comments and notes on gate access rule; review of workshop agenda and correspondence with manager	0.40	114.00	SDC
Oct-04-22	correspondence with manager regarding storm cleanup; review of correspondence from chair; telephone call with manager; review of and revise proposed communication regarding debris pickup	0.80	228.00	SDC
Oct-05-22	correspondence with chair and manager regarding workshop; review of Verdego request for increase; review of existing contract terms and telephone call with manager	1.10	313.50	SDC
	Reviewing letter from Verdego requesting compensation increase and contract provisions pertaining to same; Office conference with SDC regarding same.	0.50	142.50	MEA
Oct-06-22	correspondence regarding workshop	0.10	28.50	SDC
Oct-07-22	review of meeting notes; correspondence regarding workshop and October agenda	0.30	85.50	SDC
Oct-10-22	review of correspondence regarding audit status; correspondence regarding notice to owner from Cline and corrective address	0.50	142.50	SDC

Oct-13-22	review of research materials and preparation of memorandum on hostile workplace issues; preparation of meeting materials and correspondence with manager regarding agenda	2.20	627.00	SDC
Oct-14-22	correspondence from Sup. Flanagan regarding rule comments and review of provisions	0.20	57.00	SDC
Oct-17-22	telephone call with manager and review of proposed board correspondence regarding resident incident report	0.40	114.00	SDC
Oct-18-22	correspondence regarding city debris position; telephone call with manager regarding agenda matters; review of agenda	1.20	342.00	SDC
Oct-19-22	meeting preparation	0.70	199.50	SDC
Oct-20-22	attendance at board meeting	7.60	2,166.00	SDC
	meeting followup actions regarding contract amendments for Verdego and PLG; conference regarding rules hearing publication drafts	0.70	199.50	SDC
	Drafting first amendment to landscape maintenance agreement with Verdego; Drafting first amendment to croquet court maintenance agreement with Precision Land Grading.	1.90	541.50	MEA
Oct-21-22	correspondence with Sup. Stass-Isern regarding city debris collection; correspondence with manager; review of and revise approved contract amendments; review of and revise draft of public hearing notice	1.40	399.00	SDC
	review of resident notification correspondence and related correspondence with manager	0.20	57.00	SDC
	Finalize amendments to Verdego and Precision Land Grading agreements; Email correspondence to client transmitting same.	0.20	57.00	MEA
Oct-24-22	phone and email communications with manager regarding incident report at CDD office	0.30	85.50	SDC
	correspondence regarding resident notice warning letter; telephone call with	0.40	114.00	SDC

	regarding new incident and regarding prior incident records			
	review of correspondence exchange on wild hog issue in Crossings	0.20	57.00	SDC
Oct-26-22	review of meeting notes; correspondence with manager regarding agenda for November meeting	0.40	114.00	SDC
Oct-27-22	review of draft agenda; preparation of meeting materials	1.20	342.00	SDC
Oct-31-22	review of correspondence regarding Village Center animal incident; response email; telephone call with manager; review of statutory materials and research report on service dogs; telephone call with Sup. Foley; review of rule sections	1.90	541.50	SDC
	Additional research pertaining to service animals; Office conference with SDC regarding same.	0.40	114.00	MEA
	Totals	25.20	<u>\$7,182.00</u>	

<b>Total Fee &amp; Disbursements</b>	<b>\$7,182.00</b>
Previous Balance	11,522.19
Previous Payments	11,522.19
<b>Balance Now Due</b>	<b>\$7,182.00</b>

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Heathrow, FL 32746

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Winter Springs, FL 32708

TAX ID Number 26-1572385



# EXHIBIT 8

# Grand Haven Community Development District

Financial Statements  
(Unaudited)

Period Ending  
December 31, 2022

**Grand Haven CDD  
Balance Sheet  
December 31, 2022**

	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Total</u>
BU OPERATING	\$ 3,235,246	\$ 1,424,845	\$ 4,660,091
BU DEBIT CARD	-		-
TRUIST OPERATING	13,643		13,643
SBA 161601A	7,112		7,112
BU - SAVINGS	1,921,103	-	1,921,103
IBERIA BANK MMA	127		127
ON ROLL ASSESSMENTS RECEIVABLE	807,692	177,386	985,078
ACCOUNTS RECEIVABLE	4,809		4,809
A/R WATER BILLS	-		-
DUE FROM OTHER	-	659,110	659,110
DEPOSITS	110		110
<b>TOTAL ASSETS</b>	<b><u>\$ 5,989,841</u></b>	<b><u>\$ 2,261,341</u></b>	<b><u>\$ 8,251,182</u></b>
<b><u>LIABILITIES:</u></b>			
ACCTS PAYABLE	\$ 57,605	\$ 12,611	\$ 70,216
DUE TO OTHER	659,110		659,110
DEFERRED REVENUE	807,692		807,692
DEFERRED REVENUE - SRF	-	177,386	177,386
<b><u>FUND BALANCE:</u></b>			
NONSPENDABLE:			
PREPAID AND DEPOSITS	110		110
ASSIGNED:			
3 MONTH WORKING CAPITAL	945,505	356,637	1,302,142
DISASTER	750,000		750,000
FUTURE CAPITAL IMPROVEMENTS	-	1,069,910	1,069,910
UNASSIGNED:	2,769,929	644,797	3,414,726
TOTAL FUND BALANCE	4,465,434	2,071,344	6,536,778
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b><u>\$ 5,989,841</u></b>	<b><u>\$ 2,261,341</u></b>	<b><u>\$ 8,251,182</u></b>

**No Transfers For December**

Note: GASB 34 government wide financial statements are available in the annual independent audit of the District. The audit is available on the website and upon request.

**GRAND HAVEN CDD**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2022 through December 31, 2022**

	Adopted Budget	Current Month	Year To Date	Variance + / (-)	% Of Budget
<b>REVENUES</b>					
ASSESSMENT ON-ROLL (Net)	\$ 3,738,054	\$ 1,998,130	\$ 2,950,002	(788,052)	79%
REUSE WATER	23,000	1,064	4,830	(18,170)	21%
GATE & AMENITY GUEST	9,000	724	3,030	(5,970)	34%
TENNIS	3,000	105	264	(2,736)	9%
ROOM RENTALS	2,000	-	-	(2,000)	0%
INTEREST & MISCELLANEOUS	20,000	2,239	6,004	(13,996)	30%
ASSESSMENT LEVY - ESCALANTE FUND	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>3,795,054</b>	<b>2,002,262</b>	<b>2,964,128</b>	<b>(830,926)</b>	<b>78%</b>
<b>EXPENDITURES</b>					
<b>ADMINISTRATIVE</b>					
Supervisors - regular meetings	12,000	1,000	3,200	(8,800)	27%
Supervisor - workshops	9,000	-	1,000	(8,000)	11%
District Management Services				-	
District management	40,299	4,058	11,300	(28,999)	28%
Administrative	10,712	893	2,678	(8,034)	25%
Accounting	22,119	1,843	5,530	(16,589)	25%
Assessment roll preparation	9,734	811	2,434	(7,300)	25%
Disclosure report				-	
Arbitrage rebate calculation				-	
Office supplies	1,050	-	-	(1,050)	0%
Postage	3,150	116	2,270	(880)	72%
Trustee					
Audit	4,850	-	-	(4,850)	0%
Legal - general counsel	103,000	20,378	42,730	(60,270)	41%
Engineering	31,500	-	14,114	(17,386)	45%
Engineer Stormwater Analysis	5,000	-	-	(5,000)	0%
Legal advertising	5,460	200	604	(4,856)	11%
Bank fees	1,575	91	269	(1,306)	17%
Dues & licenses	184	-	175	(9)	95%
Property taxes	2,520	-	-	(2520)	0%
Tax collector					
Contingencies (Property Owner Survey)	-	-	3,329	3329	100%
<b>TOTAL ADMINISTRATIVE</b>	<b>262,153</b>	<b>29,390</b>	<b>89,631</b>	<b>\$ (172,521.67)</b>	<b>34%</b>
<b>INFORMATION AND TECHNOLOGY</b>					
IT support	28,004	2,499	7,497	(20,507)	27%
Village Center and Creeslide telephone & fax	6,873	41	1,184	(5,689)	17%
Cable/internet-village center/creekside	10,271	1,301	3,724	(6,547)	36%
Wi-Fi for gates	5,139	-	-	(5,139)	0%
Landlines/hot spots for gates and cameras	27,720	221	665	(27,055)	2%
Cell phones	7,646	505	1,514	(6,132)	20%
Website hosting & development	1,591	-	493	(1,098)	31%
ADA website compliance	221	-	-	(221)	0%
Communications: e-blast	525	-	-	(525)	0%
<b>TOTAL INFORMATION AND TECHNOLOGY</b>	<b>87,990</b>	<b>4,566</b>	<b>15,076</b>	<b>(72,914)</b>	<b>17%</b>
<b>INSURANCE</b>					
Insurance: general liability & public officials	12,532	-	109,195	96,663	871%
Insurance: property	82,550	-	-	(82,550)	0%
Insurance: auto general liability	3,311	-	-	(3,311)	0%
Flood insurance	4,140	-	-	(4,140)	0%
<b>TOTAL INSURANCE</b>	<b>102,533</b>	<b>-</b>	<b>109,195</b>	<b>6,662</b>	<b>106%</b>
<b>UTILITIES</b>					
Electric					
Electric services - #12316, 85596, 65378	5,980	-	6,549	569	110%
Electric- Village Center - #18308	36,225	-	-	(36,225)	0%
Electric - Creekside - #87064, 70333	24,725	-	3,986	(20,739)	16%
Street lights <sup>1</sup>	23,000	326	4,617	(18,383)	20%
Propane - spas/café	42,630	2,437	10,619	(32,011)	25%
Garbage - amenity facilities	15,960	1,100	3,230	(12,730)	20%
Water/sewer					

**GRAND HAVEN CDD**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2022 through December 31, 2022**

	Adopted Budget	Current Month	Year To Date	Variance + / (-)	% Of Budget
Water services <sup>2</sup>	120,750	-	21,579	(99,171)	18%
Water - Village Center - #324043-44997	14,175	-	2,811	(11,364)	20%
Water - Creekside - #324043-45080	7,665	-	1,360	(6,305)	18%
Pump house shared facility	16,275	-	-	(16,275)	0%
<b>TOTAL UTILITIES</b>	<b>307,385</b>	<b>3,863</b>	<b>54,751</b>	<b>(252,634)</b>	<b>18%</b>
<b>FIELD OPERATIONS</b>					
Stormwater system					
Aquatic contract	54,010	4,508	13,523	(40,487)	25%
Aquatic contract: lake watch	4,280	386	1,157	(3,123)	27%
Aquatic contract: aeration maintenance	4,200	-	644	(3,556)	15%
Lake bank spraying	6,434	-	-	(6,434)	0%
Stormwater system repairs & maintenance	15,750	-	-	(15,750)	0%
Property maintenance					
Horticultural consultant	10,080	800	2,400	(7,680)	24%
Landscape enhancement					
Landscape repairs & replacement	21,000	-	-	(21,000)	0%
Landscape maintenance contract services	615,105	53,211	159,634	(455,471)	26%
Landscape maintenance: croquet	53,340	4,592	13,217	(40,123)	25%
Tree maintenance (Oak tree pruning)	36,750	-	-	(36,750)	0%
Optional flower rotation	21,000	-	-	(21,000)	0%
Irrigation repairs & replacement	40,000	2,593	7,156	(32,844)	18%
Roads & bridges repairs	15,750	-	2,233	(13,517)	14%
Sidewalk repairs & replacement					
Street light maintenance	15,750	54	176	(15,574)	1%
Vehicle repairs & maintenance	5,250	592	1,885	(3,365)	36%
Office supplies: field operations	14,700	182	1,115	(13,585)	8%
Holiday lights	9,450	1,717	3,378	(6,072)	36%
CERT operations	500	-	-	(500)	0%
Community maintenance	120,000	3,825	12,827	(107,173)	11%
Storm clean-up	27,300	14,037	34,876	7,576	128%
Miscellaneous contingency		7,473	7,473		
<b>TOTAL FIELD OPERATIONS</b>	<b>1,090,649</b>	<b>93,970</b>	<b>261,694</b>	<b>(828,955)</b>	<b>24%</b>
<b>STAFF SUPPORT</b>					
Payroll	606,564	64,480	158,785	(447,779)	26%
Merit pay/bonus	25,000	-	4,200	(20,800)	17%
Payroll taxes	81,635	5,793	12,468	(69,167)	15%
Health insurance	116,600	7,858	23,752	(92,848)	20%
Insurance: workers' compensation	30,000	-	12,214	(17,786)	41%
Payroll services	6,250	445	1,081	(5,169)	17%
Mileage reimbursement	16,000	446	1,517	(14,483)	9%
Vehicle Allowance	-				
<b>TOTAL STAFF SUPPORT</b>	<b>882,049</b>	<b>79,023</b>	<b>214,016</b>	<b>(668,033)</b>	<b>24%</b>
<b>AMENITY OPERATIONS</b>					
Amenity Management	610,570	52,727	158,459	(452,111)	26%
A/C maintenance and service	4,095	-	-	(4,095)	0%
Fitness equipment service	7,875	-	-	(7,875)	0%
Music licensing	3,757	-	2,148	(1,609)	57%
Pool/spa permits	919	-	-	(919)	0%
Pool chemicals	16,275	1,767	6,004	(10,271)	37%
Pest control	4,095	95	839	(3,256)	20%
Amenity maintenance	120,000	5,393	30,080	(89,920)	25%
Special events	10,500	-	2,060	(8,440)	20%
<b>TOTAL AMENITY</b>	<b>778,086</b>	<b>59,982</b>	<b>199,590</b>	<b>(578,496)</b>	<b>26%</b>
<b>SECURITY</b>					
Gate access control staffing	214,594	16,284	54,584	(160,010)	25%
Additional guards	8,400	-	-	(8,400)	0%
Guardhouse facility maintenance	16,800	136	500	(16,300)	3%
Gate communication devices	22,050	-	1,891	(20,159)	9%
Gate operating supplies	16,800	2,173	7,611	(9,189)	45%
Fire & security system	5,565	-	1,786	(3,780)	32%



**GRAND HAVEN CDD**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2022 through December 31, 2022**

	Adopted Budget	Current Month	Year To Date	Variance + / (-)	% Of Budget
<b>TOTAL SECURITY</b>	284,209	18,593	66,370	(217,839)	23%
<b>TOTAL EXPENDITURES</b>	3,795,054	289,387	1,010,324	(2,784,730)	27%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES			1,953,804		
FUNDS TRANSFER EXPENSE					
FUNDS TRANSFER INCOME					
FUND BALANCE - BEGINNING			2,511,630		
<b>FUND BALANCE ENDING</b>			<u>4,465,434</u>		
<b>ANALYSIS OF FUND BALANCE</b>					
DISASTER			750,000		
3 MONTHS WORKING CAPITAL			945,505		
UNASSIGNED			2,769,929		
<b>FUND BALANCE - ENDING</b>			<u>\$ 4,465,434</u>		

**GRAND HAVEN CDD**  
**SPECIAL REVENUE FUND - INFRASTRUCTURE REINVESTMENT**  
**Statement of Revenue, Expenses and Changes in Fund Balance**  
**For the period from October 1, 2022 through December 31, 2022**

	<u>Adopted Budget</u>	<u>Current Month</u>	<u>Year To Date</u>	<u>Variance + / (-)</u>	<u>% Of Budget</u>
<b>REVENUE</b>					
SPECIAL ASSESSMENTS - ON ROLL (NET)	\$ 820,953	\$ 438,830.15	\$ 647,871.57	\$ (173,081)	79%
DISCOUNT (ASSESSMENTS)	-	-	-	-	-
INTEREST REVENUE	5,500	-	-	-	0%
<b>TOTAL REVENUE</b>	<b>826,453</b>	<b>438,830</b>	<b>647,871.57</b>	<b>(178,581)</b>	<b>78%</b>
<b>EXPENDITURES</b>					
GENERAL INFRASTRUCTURE REPLACEMENT	803,045	17,482	83,527	(719,518)	10%
<b>TOTAL EXPENDITURES</b>	<b>803,045</b>	<b>17,482</b>	<b>83,527</b>	<b>(719,518)</b>	<b>10%</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXP.</b>	<b>23,408</b>	<b>421,348</b>	<b>564,345</b>		
<b>OTHER FINANCING SOURCES (USES)</b>					
TRANSFER OUT	-	-	\$ -		
TRANSFER IN	-	-	-		
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>		
FUND BALANCE BEGINNING			\$ 1,506,999.23		
NET CHANGE IN FUND BALANCE			\$ -		
<b>FUND BALANCE - ENDING</b>			<b>\$ 2,071,344.02</b>		
Analysis of Fund Balance					
Committed: Future Capital Improvements			1,069,910		
Assigned: 3 months working capital			356,637		
Unassigned			644,797		
<b>FUND BALANCE - ENDING</b>			<b>\$ 2,071,344</b>		

# EXHIBIT 9

1 **MINUTES OF MEETING**

2 **GRAND HAVEN**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Grand Haven Community Development  
5 District was held on Thursday, December 1, 2022 at 9:02 a.m. in the Grand Haven Room, at the Grand  
6 Haven Village Center, 2001 Waterside Parkway, Palm Coast, Florida 32137.

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

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

9 Present and constituting a quorum were:

10 Kevin Foley	Board Supervisor, Vice Chairman
11 Michael Flanagan	Board Supervisor, Assistant Secretary
12 John Polizzi	Board Supervisor, Assistant Secretary
13 Dr. Merrill Stass-Isern	Board Supervisor, Assistant Secretary

14 Also present were:

15 David McInnes	District Manager, DPFM Management & Consulting
16 Scott Smith	Vesta
17 Scott Clark	District Counsel, Clark & Albaugh, LLP
18 David Sowell ( <i>via Zoom</i> )	District Engineer
19 Barry Kloptosky	CDD Operations Manager
20 Vanessa Stepniak	CDD Office Manager
21 Michael Lagasse	Public Lands & Natural Resources, Flagler County
22 Robert Carlton	HOA President
23 Nancy Crouch	Resident, Board Supervisor-elect
24 Chip Howden	Resident

25  
26 *The following is a summary of the discussions and actions taken at the December 1, 2022 Grand Haven*  
27 *CDD Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records*  
28 *request.*

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

30 The Pledge of Allegiance was recited.

31 **THIRD ORDER OF BUSINESS – Office of Elected Supervisors & Form 1**

- 32 A. Seat 1 – John Polizzi
- 33 B. Seat 2 – Kevin Foley
- 34 C. Seat 3 – Nancy Crouch
- 35 D. Exhibit 1: Oath of Office

36 Mr. Polizzi, Mr. Foley, and Ms. Crouch each gave their Oaths of Office. Mr. Howden offered his  
37 congratulations to the elected Supervisors and thanked the Board for his time working with them.

- 38 E. Acceptance or Waiver of Compensation
- 39 F. Exhibit 2: New Supervisor Information Sheet
- 40 G. Exhibit 3: Form 1

41 Mr. Clark advised that this form was the financial disclosure form that all public officers in the  
42 state of Florida needed to fill out or renew by a July 1 deadline annually.

- 43 H. Exhibit 4: Review of Sunshine Law & Supervisor Duties  
44 Mr. Clark provided an overview of the duties and responsibilities of Supervisors on a CDD Board.
- 45 I. Consideration of Vote to Appoint Chair & Vice Chair  
46 Mr. McInnes asked whether there were any nominations for a Chair of the Board.  
47 Mr. Flanagan nominated Mr. Polizzi as Chairman of the Board.  
48 Mr. Polizzi suggested that the Supervisor serving as Vice Chair would be a suitable candidate for  
49 progressing to the position of Chair, and declined his nomination, contingent upon the current Vice  
50 Chair, Mr. Foley, accepting a nomination for Chair. Mr. Flanagan withdrew the nomination of Mr.  
51 Polizzi as Chairman of the Board.  
52 The Board unanimously approved appointing Mr. Foley as Chair of the Board of Supervisors for  
53 the Grand Haven Community Development District.  
54 Following the appointment, Mr. McInnes asked whether there were any nominations for a Vice  
55 Chair of the Board.  
56 Mr. Flanagan nominated Mr. Polizzi as Vice Chair of the Board.  
57 The Board unanimously approved appointing Mr. Polizzi as Vice Chair of the Board of Supervisors  
58 for the Grand Haven Community Development District.
- 59 J. Exhibit 5: Consideration & Adoption of **Resolution 2023-01**, Designating Officers  
60 Mr. McInnes stated that Mr. Foley would be designated as Chair, Mr. Polizzi would be designated  
61 as Vice Chair, and Dr. Merrill, Mr. Flanagan, and Ms. Crouch would be designated as Assistant  
62 Secretaries.

63 On a MOTION by Mr. Foley, SECONDED by Mr. Flanagan, WITH ALL IN FAVOR, the Board adopted  
64 **Resolution 2023-01**, Designating Officers, as presented, for the Grand Haven Community Development  
65 District.

- 66 K. Exhibit 6: Consideration of Board's Role & Supervisor's Code of Conduct  
67 Mr. Clark presented the Code of Conduct, advising as to various communication methods by which  
68 Sunshine Law could be violated by Supervisors, and outlining conflicts of interest. Mr. Clark  
69 advised that the code of conduct being presented had been developed following instances under the  
70 original code of conduct where Supervisors were taking on District Management responsibilities  
71 on a direct operations level with engaging with employees and vendors. Mr. Clark explained that  
72 the updated code of conduct delineated the roles of Board members on a clearer administrative  
73 level.

74 On a MOTION by Dr. Merrill, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board adopted  
75 the Supervisor's Code of Conduct, as presented, for the Grand Haven Community Development District.

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

- 78 An audience member congratulated Supervisors on their nominations and new positions on the  
79 Board. The audience member expressed hope that the new Board would revisit and change certain  
80 policies, such as the one currently barring audience members attending via Zoom from participating  
81 and being heard during meetings. The audience member requested that if a resident's property were  
82 to be brought up at a meeting, that the resident would be informed that their property was being  
83 placed on the agenda.



84 An audience member noted that he had previously commented at a meeting about six months prior  
85 about leaves piling up, explaining that he had provided photos of flooding in the area that had  
86 resulted. The audience member suggested that taking preparations during the spring would save the  
87 District on future costs for subsequent maintenance needs such as pond aeration.

88 An audience member indicated that a palmetto bush at the North Gate was currently blocking the  
89 view of southbound traffic and requested for action to be taken to mitigate the hazard it was  
90 creating.

91 An audience member commented that he was concerned about excessive speeding at the Crossings,  
92 submitting a copy of the relevant language on speed limits provided by the Florida Department of  
93 Transportation.

94 **FIFTH ORDER OF BUSINESS – Audience Comments** – *(limited to 3 minutes per individual for agenda*  
95 *items)*

96 Prior to opening the floor to audience comments on agenda items, Mr. Foley acknowledged that a  
97 large number of audience members intended to speak on the hog issue, and suggested that the total  
98 combined speaking time for all audience members on the subject be limited to no more than 20  
99 minutes to mitigate repetitive comments.

100 An audience member spoke about the fear she was experiencing due to the feral hogs, noting that  
101 her neighbor and neighbor's dog had been attacked, and that the hogs had left a mess of blood on  
102 the side of her home. The audience member expressed dissatisfaction at the Board's response for  
103 the past few months, suggesting that complaints had thus far been ignored.

104 An audience member recalled that a previous Chair of a committee, Dr. Davidson, had left a 12-  
105 item charter to be passed along, and indicated that one of the items had held that the District  
106 Manager would work with Flagler County to obtain an agreement for the Grand Haven CDD to  
107 have ownership and exclusive rights to maintain and landscape the perimeter fence for security and  
108 aesthetic purposes.

109 An audience member stated that the safety of residents should be the Board's first priority, and  
110 commented on rules about property fences. The audience member indicated that the hog issue also  
111 presented a potential health hazard, with the hogs being potential disease carriers and leaving  
112 animal waste on property.

113 An audience member presented a letter from Flagler County Land Management, noting that it cited  
114 fence installations as the key method to prevent feral hogs overrunning communities. The audience  
115 member suggested that installing a 4-foot-high fence around about 1.5 miles of the CDD property  
116 would run at about \$60,000, which he suggested was a reasonable price to stop the issue.

117 An audience member commented negatively on the timing and likely cost of hog trapping services,  
118 suggesting that waiting this long to address the issue opened up possible liability.

119 An audience member stated that he believed development down the road was a major factor leading  
120 to wildlife displacement into Grand Haven, noting that he had seen a sandhill crane on property for  
121 the first time in his 18 years of residence. The audience member additionally noted that no herd  
122 thinning measures had been taken in several years. The audience member suggested that an  
123 electrified fence in open areas could be a strong mitigating factor for hog movement.

124 An audience member outlined the responsibilities of the CDD per Florida Statute, highlighting  
125 language related to operating and maintaining infrastructure and services dedicated to ensuring the  
126 safety of the community. The audience member stated that he felt the restrictive covenants related  
127 to fence-building needed to be looked at, as the issue persists.

128 At the request of the Board, Mr. Sowell provided an explanation of the 50-foot buffer zone in the  
129 Crossings, between residential lots and Graham Swamp Preserve, and discussed construction rights

130 and permits needed to build a fence in the buffer. Mr. Sowell advised that if the Board wished to  
131 proceed with installing a game fence, discussions would need to occur with the County, the City,  
132 and St. Johns River Water Management District regarding whether the CDD could have temporary  
133 impacts to the area for installation purposes. In response to Supervisor comments, Mr. Sowell  
134 indicated that he had not looked at other village areas of Grand Haven besides the Graham Swamp  
135 area of concern, and commented that he did not believe that the portion of Grand Haven east of  
136 Colbert Lane had any specific wetland concerns.

137 District Counsel provided additional comment, clarifying the purpose, powers, and responsibilities  
138 of special purpose governmental entities such as CDDs, in response to previous audience comments  
139 alluding to their responsibilities under Florida Statute. Mr. Clark advised that while the CDD had  
140 the power to maintain and build infrastructure under the powers granted to them, they were not  
141 specifically empowered to spend funds on the safety and protection of private property, and those  
142 requests needed to go to the city of Palm Coast and/or Flagler County.

143 Mr. Kloptosky provided some insight to the parameters which he worked under in his role, and  
144 various government restrictions in play with performing work in the buffer zone. Mr. Kloptosky  
145 noted that St. Johns River Water Management District needed to be involved, recalling previous  
146 issues where trees had been removed from the area without their permission. Mr. Kloptosky noted  
147 that a potential challenge with installing a fence would be the trenching this project would likely  
148 require, which would then affect tree roots, and that as the scope of fencing required was unclear,  
149 vendors had not yet provided ballpark numbers. Mr. Kloptosky added that he had discussed the  
150 effectiveness of fences with trappers, who had suggested that wildlife may still manage to get in if  
151 a fence was in place. Comments were made clarifying that the wildlife trappers that had operated  
152 near CDD property previously had been licensed through the County and through St. Johns to trap  
153 in the Graham Swamp area, and that the CDD was not involved in their oversight.

154 The Board discussed costs of constructing and maintaining the fence, as well as the source of  
155 funding, with comments made on drawbacks in pulling from general fund, reserves, or potentially  
156 running special assessments on communities where fencing was particularly needed. Discussion  
157 ensued on the viability of hunts discussing with FWS and contacting various trappers to cull  
158 invasive populations.

159 On a MOTION by Dr. Merrill, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board approved  
160 delegating to the Chair and District Counsel the right, without the expenditure of District funds, to permit  
161 working with the HOA to permit trappers on the CDD-owned property around the Crossings, for the Grand  
162 Haven Community Development District.

163 Following the motion, Mr. Flanagan made a motion for the Operations Manager, the District  
164 Counsel, the District Engineer, and a representative from the HOA to develop an “approach plan”  
165 to meet with officials from the City of Palm Coast, Flagler County, and the St. Johns River Water  
166 Management District to determine what actions could be taken to control the wild hog issue.

167 During discussion of the motion, Mr. Kloptosky responded to Supervisor questions regarding  
168 realistic timelines for working with local government entities, suggesting that a 60-day timeframe  
169 to report back would be realistic.

170 On a MOTION by Mr. Flanagan, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board  
171 approved directing the Operations Manager, the District Counsel, the District Engineer, and a representative  
172 from the HOA to develop an “approach plan” to meet with officials from the City of Palm Coast, Flagler  
173 County, and the St. Johns River Water Management District to determine what actions could be taken to  
174 control the wild hog issue, and to provide a report within 60 days, for the Grand Haven Community  
175 Development District.

176 Following the motion, Dr. Carlton stated that he would work with District Counsel to determine a  
177 broad framework for trappers working on the CDD-owned property around the Crossings.  
178 Comments were made clarifying that trapping on private property was not what was being  
179 authorized, as this remained up to the individual homeowner.

180 Mr. Lagasse introduced himself to the Board, noting that he had been discussing the issue with  
181 District leadership and explaining the County's position. Mr. Lagasse explained that this was an  
182 issue that was being seen across Flagler County, and acknowledged that Graham Swamp had a  
183 particular feral hog problem. Mr. Lagasse additionally noted that he would be open to consulting  
184 and meeting with District leadership to explore different longer-term options as well as trapping,  
185 adding that it may be helpful to work with counsel on a streamlined method for access authorization  
186 for trappers. The Board and Mr. Lagasse discussed other factors to feral hog movement and activity,  
187 including preferences for food sources and habitats with cover.

188 *(The Board recessed the meeting at 11:36 a.m., and reconvened at 11:54 a.m.)*

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

190 A. Exhibit 7: Amenity Manager: John Lucansky

191 Mr. Lucansky discussed amenity opening and closing times, indicating that as hours of operations  
192 were not currently posted or defined in District policies, suggested hours had been included in his  
193 report. Mr. Lucansky fielded questions from the Board as to signage needs and noted that the tennis  
194 advisory group was okay with the proposed hours.

195 Following the discussion, Mr. McInnes noted that a legal advertisement had been run for the gate  
196 access and public road access rules public hearing, and recommended that the Board proceed with  
197 the public hearing while District Counsel was still in attendance.

198 On a MOTION by Mr. Foley, SECONDED by Mr. Flanagan, WITH ALL IN FAVOR, the Board approved  
199 recessing the regular Board meeting at 12:03 pm., for the purpose of conducting a Rules Public Hearing  
200 regarding gate access & public road access, for the Grand Haven Community Development District.

201 **TENTH ORDER OF BUSINESS – Rules Public Hearing – Gate Access & Public Road Access**

202 **This Order of Business was presented out of order.**

203 A. **Rules Public Hearing**

204 1. Open the Public Hearing

205 On a MOTION by Mr. Foley, SECONDED by Mr. Flanagan, WITH ALL IN FAVOR, the Board approved  
206 opening the Public Hearing regarding gate access & public road access, for the Grand Haven Community  
207 Development District.

208 2. Exhibit 22: Presentation of Rules

209 Mr. Clark explained that he had incorporated some modifications for language relating to  
210 renters to be more consistently classified. Mr. Clark advised that the role of the document  
211 was to provide for the CDD's authority to restrict access to District roads, with codified  
212 enforcement.

213 3. Public Comments – *limited to 3 minutes per individual*

214 There being none, the next item followed.

215 4. Close the Public Hearing

216 On a MOTION by Mr. Foley, SECONDED by Mr. Flanagan, WITH ALL IN FAVOR, the Board approved  
217 closing the Public Hearing regarding gate access & public road access, for the Grand Haven Community  
218 Development District.

219 Following the motion, the regular Board meeting was reconvened at 12:07 p.m.

220 B. Exhibit 23: Consideration & Adoption of **Resolution 2023-02**, Adopting Rules for Gate Access &  
221 Public Road Access

222 The Board discussed the implementation of the access rules, as well as plans for communication to  
223 staff responsible for implementation. Ms. Stepniak provided some information on guardhouse  
224 technology that was up and running, and scheduling between the guardhouse IT company and  
225 software company that was ongoing.

226 On a MOTION by Mr. Foley, SECONDED by Mr. Flanagan, WITH ALL IN FAVOR, the Board adopted  
227 **Resolution 2023-02**, Adopting Rules for Gate Access & Public Road Access, for the Grand Haven  
228 Community Development District.

229 Following the motion, the Board resumed with the Sixth Order of Business, Staff Reports.

230 **SIXTH ORDER OF BUSINESS – Staff Reports (continued)**

231 B. District Engineer: David Sowell

232 C. Operations Manager: Barry Kloptosky

233 1. Exhibit 8: Presentation of Capital Project Plan Tracker

234 Mr. Kloptosky presented the tracker and asked the Board if they had any questions. In  
235 response to a Supervisor question, Mr. Kloptosky addressed delays in having the  
236 windscreen shipped, though noted that they were still expected later this month as it was  
237 within the 4-5 week window the vendor had suggested. Supervisor comments were heard  
238 on communication needs, particularly with high visibility projects that take some time,  
239 including the windscreen delivery. Mr. Foley additionally suggested for District Managers  
240 to take a look at the capital improvement plan to see if there were things that needed priority  
241 or needed to have their dollar amounts increased in light of new information.

242 2. Exhibit 9: Monthly Report

243 Mr. Kloptosky fielded questions from the Board regarding potential effects of pond  
244 aerators on pigs entering the water, noting that he had not observed any particular change.  
245 Additional comments were made about the installation of the call boxes.

246 D. Exhibit 10: District Counsel: Scott Clark

247 1. Discussion of Proposed Rule Language Regarding Service Dogs

248 Mr. Clark discussed rules and regulations for service dogs. He advised including  
249 provisions in which Staff would be permitted to ask individuals to control their dog or  
250 ask them to leave if a service animal was misbehaving.

251 2. Discussion of Proposed Rule Language Regarding Abuse of District Employees

252 Mr. Clark spoke on the proposed language changes. He noted that he had created the  
253 definition of a District Employee, as this had not been defined previously, and had  
254 introduced the word “hostile” into a list of unacceptable behavior towards District  
255 Employees. The Board spoke in favor of the proposed changes. Discussion ensued  
256 regarding the handling of individuals using abusive language and setting expectations for

257 District Employees. The Board agreed to direct District Counsel to bring back the  
258 proposed rule language for a Public Hearing to be held during the January 19 meeting.

259 E. District Manager: David McInnes

260 1. Exhibit 11: Meeting Matrix

261 Mr. McInnes reviewed the Meeting Matrix and asked for any questions from the Board.  
262 Mr. Polizzi expressed interest in determining specific dates for unscheduled items,  
263 particularly in regards to communications. Mr. Foley indicated that he would like to  
264 prioritize the Board's Top 10 Goals. Mr. Polizzi requested to add a discussion on  
265 communications to the January Workshop Meeting. Mr. Foley stated that he would like  
266 for Supervisors to send their list of goals to Mr. McInnes to discuss at a future meeting.  
267 Discussion ensued regarding the list of goals and what to include on future agendas.  
268 Following the discussion, the Board agreed to move a discussion on communications to  
269 the January Workshop Meeting.

270 2. FY 2024 Budget Process

271 **This item, originally Item E under the Ninth Order of Business, Discussion Items, was**  
272 **presented out of order.**

273 Mr. McInnes explained the FY 2024 Budget Process.

274 3. Exhibit 12: Action Item Report

275 Mr. McInnes asked for any questions on the report. In response to a Supervisor question,  
276 Mr. McInnes stated that an action item regarding a report on the overall stormwater  
277 system would be placed on a future Workshop Meeting agenda.

278 Mr. Flanagan requested an update on the location of a junction box. Mr. Kloptosky  
279 indicated that the junction box had been located. He additionally expressed that he did  
280 not think would be productive to spend a large amount of money for an assessment of the  
281 rest of the stormwater system. Mr. Flanagan requested to remove this item, in addition to  
282 the junction box action item.

283 4. Discussion of Incident Reports

284 Mr. McInnes stated that the previous Chairman had recommended that the individual  
285 who had repeatedly made disparaging comments receive a warning letter. Mr. Foley  
286 expressed agreement with this recommendation.

287 A warning letter was additionally recommended for the second incident, which involved  
288 an issue with a dog. Mr. McInnes recommended not pursuing an incident that had  
289 occurred at the tennis court further. Following discussion, the Board reached a consensus  
290 to defer to Mr. McInnes' recommendations.

291 5. Exhibit 16: Consideration of Approval for Dock Behind Residence

292 **This item, originally Item A under the Eighth Order of Business, Business Items, was**  
293 **presented out of order.**

294 Mr. Clark explained that a resident was in the late stages of building a dock on District  
295 property without approval from the Board. Following discussion, Mr. Clark advised tabling  
296 this item and researching the matter further. This item was tabled to the next meeting.

297 6. Exhibit 13: Supervisor Comments Regarding Contents of Ian Post Mortem Report

298 Mr. Foley suggested that he work with Mr. Kloptosky, Ms. Stepniak, and Mr. McInnes  
299 on the final report for the Board, to which there were no objections. Mr. McInnes



300 indicated that he would send a timeline of events to the Supervisors and informed the  
301 Board that he had recently discovered that the previous Chairman and District Manager  
302 had collaborated to send post-storm emails under the Chair signature. Mr. Kloptosky  
303 spoke on the District's history with storm response with previous hurricanes.

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

305 A. Exhibit 14: Consideration for Acceptance – The October 2022 Unaudited Financial Report  
306 Mr. McInnes provided clarification on the report.

307 B. Exhibit 15: Consideration for Approval – The Minutes of the Board of Supervisors Workshop  
308 Meeting Held November 3, 2022

309 On a MOTION by Dr. Merrill, SECONDED by Mr. Flanagan, WITH ALL IN FAVOR, the Board approved  
310 all items on the Consent Agenda for the Grand Haven Community Development District.

311 **EIGHTH ORDER OF BUSINESS – Business Items**

312 A. Exhibit 17: Consideration of Baxter Technologies Inc. Additional Microphones Proposal

313 Mr. Kloptosky reviewed the proposal and fielded questions from the Board. Mr. Flanagan indicated  
314 that he felt the proposal was too costly. Dr. Merrill made a motion to approve the proposal in an  
315 amount not to exceed \$15,500.00. Mr. Foley requested for Mr. Kloptosky to confirm that the  
316 District was not being overcharged as part of the motion.

317 On a MOTION by Dr. Merrill, SECONDED by Mr. Polizzi, with Dr. Merrill, Mr. Polizzi, and Mr. Foley  
318 voting "AYE", and Mr. Flanagan and Ms. Crouch voting "NAY", the Board approved the Baxter  
319 Technologies Inc. proposal for additional microphones, in an amount not to exceed \$15,500.00, contingent  
320 upon verification that the District was not being overcharged, for the Grand Haven Community  
321 Development District.

322 Following the motion, Mr. McInnes called for a 10-minute recess.

323 *(The Board recessed the Regular Meeting at 2:55 p.m. and reconvened at 3:06 p.m.)*

324 B. Exhibit 18: Consideration of Sorko Services Vegetation Removal for Pond 43 Proposal

325 Mr. Kloptosky explained that the pond's condition had significantly improve and advised against  
326 pursuing this proposal. Discussion ensued regarding treatment of the ponds. It was requested to  
327 receive a monthly report on the ponds.

328 C. Exhibit 19: Consideration of Community Pond Maintenance Proposal Options

329 Mr. Kloptosky reviewed the proposal options. He advised against using Sorko Services and  
330 recommended investigating the remaining options further before making a decision. This item was  
331 tabled to the next meeting.

332 1. Sorko Services

333 2. Sitex Aquatics

334 3. Florida Waterways Inc.

335 4. Cross Creek Environmental Inc.

336 **NINTH ORDER OF BUSINESS – Discussion Items**

337 A. Exhibit 20: Continued Review of Resident Survey Results – Supervisor Polizzi

338 Mr. Polizzi stated that 272 online surveys and 702 paper surveys had been completed for a total of  
339 974 surveys. He stated that he would prepare a PowerPoint presentation to walk the residents  
340 through future plans based on the survey results at a Workshop Meeting.

341 B. Board to Establish Top 10 Goals

342 This item was discussed under Exhibit 11. Mr. McInnes reminded the Supervisors to send him their  
343 comments by December 13.

344 C. Exhibit 21: Supervisor Flanagan's Website Suggestions

345 Mr. Flanagan discussed suggestions for the CDD website, which included a more logical flow,  
346 dedicated pages, and informational banners. He stated that the Villages CDD websites were the  
347 closest example for what was wanted for the District's website but noted that the Villages' websites  
348 lacked multiple desired features, such as e-blasts, maintenance and projects updates, and amenities  
349 postings. He reviewed example pages for other CDD websites and pointed out that most sites  
350 appeared to be built on standard templates, which would not require web coding skills. He  
351 suggested creating a requirements document detailing the specifics of what the Board wanted for  
352 the CDD website. He advised using standard web tools, rather than coding, in order to permit a  
353 non-web builder to update the website.

354 Mr. Foley asked if working with Vesta on the website was a viable option. Mr. Flanagan indicated  
355 that this may be possible but that he would need to discuss this matter with Vesta. Discussion  
356 ensued. Mr. Polizzi spoke in favor of compiling a document of requirements for the website and  
357 suggested engaging with a small group of residents with experience in marketing or customer  
358 service.

359 D. Wild Hog Issue at the Crossings

360 This item was discussed under Audience Comments.

361 **ELEVENTH ORDER OF BUSINESS – Supervisors Requests**

362 Mr. Flanagan requested to have leaf pickup quotes included in the February Agenda.

363 Dr. Merrill requested an evaluation of DPFG and suggested having Board representation at an HOA  
364 meeting. Mr. Polizzi volunteered to attend an HOA meeting on behalf of the Board.

365 Mr. Polizzi asked to hold a discussion on Flagler County salary comparison.

366 Mr. Foley requested to allow Supervisor access to District contracts.

367 **TWELFTH ORDER OF BUSINESS – Action Item Summary**

368 Mr. McInnes reviewed the Action Item Summary. Mr. Foley requested to be added to the work  
369 group to develop the "approach plan."

370 A. Mr. Foley, the District Engineer, District Counsel, the Operations Manager, and an HOA  
371 representative will meet and develop an "approach plan" to meet with the City of Palm Coast,  
372 Flagler County Officials, and the St. Johns River Water Management District to confirm what could  
373 be done to control the wild hog issue, with a report due back within 60 days.

374 B. District Counsel will provide draft Post Order changes at the January 19, 2023, meeting.

375 C. District Counsel will prepare for the Public Hearing at the January 19, 2023, meeting on the  
376 proposed rule changes concerning treatment of employees and service animals.

377 D. The District Manager will send the Board the timeline of events surrounding Hurricane Ian.

378 E. Mr. Foley, the District Manager, Operations Manager, and Office Manager will meet to finalize the  
379 Post Mortem report to the Board due January 19, 2023.

380 F. Supervisors will send the District Manager their top goals and priorities.

381 **THIRTEENTH ORDER OF BUSINESS – Next Meeting Quorum Check: January 5th, 9:00 a.m.**

- 382 • Quorum Check

383 All Board members confirmed that they would be present for the meeting, which would establish  
384 a quorum.

385 **FOURTEENTH ORDER OF BUSINESS – Adjournment**

386 Mr. McInnes asked for final questions, comments, or corrections before requesting a motion to  
387 adjourn the meeting. There being none, Dr. Merrill made a motion to adjourn the meeting.

388 On a MOTION by Dr. Merrill, SECONDED by Mr. Polizzi, WITH ALL IN FAVOR, the Board adjourned  
389 the meeting, at 4:35 p.m., for the Grand Haven Community Development District.

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

393 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
394 **meeting held on January 23, 2023.**

395

396

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

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

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

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

397 **Title:**    **Secretary**    **Assistant Secretary**

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

# EXHIBIT 10

**Sent:** Tuesday, November 8, 2022 4:38 PM  
**To:** Vanessa Stepniak <[vstepniak@ghcdd.com](mailto:vstepniak@ghcdd.com)>  
**Cc:** Barry Kloptosky <[Bkloptosky@ghcdd.com](mailto:Bkloptosky@ghcdd.com)>; Donna Conforti <[dconforti@ghcdd.com](mailto:dconforti@ghcdd.com)>  
**Subject:** FW: 64 River Trail Dr. Dock Application - SJRWMD Signature Forms

FYI:

---

**From:** Jennifer Brinkworth <[Jennifer.Brinkworth@swca.com](mailto:Jennifer.Brinkworth@swca.com)>  
**Sent:** Tuesday, November 08, 2022 4:03 PM  
**To:** Office <[Office@ghcdd.com](mailto:Office@ghcdd.com)>  
**Subject:** 64 River Trail Dr. Dock Application - SJRWMD Signature Forms

Donna,

Thanks for taking my call today. I'm quite glad that it was you that I spoke with since you are already somewhat familiar with this proposed dock project.

As I mentioned during our call, the St. Johns River Water Management District (SJRWMD) application form for the proposed dock at 64 River Trail Drive needs to be signed by someone from the CDD. Since the property that the dock will be built on is under control of the CDD "the legal authority to bind the entity with the terms, conditions, and liabilities associated with such application and subsequent permit, if issued" needs to be the one to sign. Whomever the responsible person is, will also need to provide us with the CDD documentation showing that they are the one authorized to sign on behalf of the CDD.

I have attached the proposed dock plans (now including the existing boardwalk) and the signature forms section of the application. The CDD representative will sign Section A, B, and C as the applicant.

Feel free to contact me with any questions.

Thank you for taking the time to assist me!

Jennifer Brinkworth  
Assistant Staff Environmental Scientist

SWCA Environmental Consultants  
2008 Riverside Ave, STE 100  
Jacksonville, FL 32204  
P 904.384.7020 | C 386.506.9010  
[Jennifer.Brinkworth@swca.com](mailto:Jennifer.Brinkworth@swca.com)



## Part 4: Signatures and Authorization to Access Property

Instructions: For multiple applicants please provide a separate Part 4 for each applicant. For corporations, the application must be signed by a person authorized to bind the corporation. A person who has sufficient real property interest (see Section 4.2.3(d) of Applicant's Handbook Volume I) is required in (B) to authorize access to the property, except when the applicant has the power of eminent domain.

**A.** By signing this application form, I am applying for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto does not relieve me of any obligation for obtaining any other required federal, state, water management district, or local permit prior to commencement of construction. I agree to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a different responsible operation and maintenance entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Typed/Printed Name of Applicant or  
Applicant's Authorized Agent

\_\_\_\_\_  
Signature of Applicant or Applicant's  
Authorized Agent

Date

(Corporate Title if applicable)

### **B. Certification of Sufficient Real Property Interest And Authorization For Staff To Access The Property:**

**I certify that:**

**I possess sufficient real property interest in or control, as defined in Section 4.2.3 (d) of Applicant's Handbook Volume I,** over the land upon which the activities described in this application are proposed and I have legal authority to grant permission to access those lands. I hereby grant permission, evidenced by my signature below, for staff of the Agency to access, inspect, and sample the lands and waters of the property as necessary for the review of the proposed works and other activities specified in this application, upon advance notice. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review, inspection, and/ or sampling. Further, if a permit is granted, upon advance notice, I agree to provide entry to the project site for such agents or personnel with proper identification to determine compliance with permit conditions and permitted plans and specifications.

**OR**

I represent an entity having **the power of eminent domain and condemnation authority,** and I/we shall make appropriate arrangements to enable staff of the Agency to legally access, inspect, and sample the property as described above.

Typed/Printed Name

\_\_\_\_\_  
Signature

Date

(Corporate Title if applicable)

**C. Designation of Authorized Agent (If Applicable):**

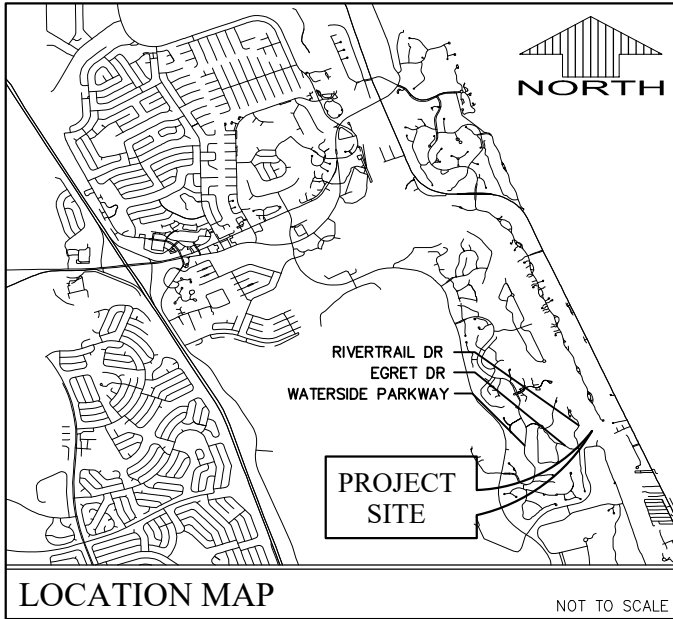
I hereby designate and authorize Jennifer Brinkworth to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirements which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S., and 18 U.S.C. Section 1001.

\_\_\_\_\_  
Typed/Printed Name of Applicant

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

(Corporate Title if applicable)



PROJECT NAME:  
**CRAWFORD  
 RESIDENTIAL DOCK**

PROPERTY OWNER: TYLA CRAWFORD  
 PROPERTY ADDRESS: 64 RIVER TRAIL DRIVE

FLAGLER COUNTY  
 PARCEL ID: 22-11-31-5914-0000-0350

LATITUDE: N 29° 31' 56.9"  
 LONGITUDE: W 81° 9' 35.9"

JOB NO: 21-7181

USACE NO:

**NOTES**

1. THE PURPOSE AND INTENT OF THIS SURVEY IS TO PROVIDE A COORDINATE RELATIONSHIP OF THE DESCRIBED PARCEL TO THE INTRACOASTAL WATERWAY (ICWW) CENTERLINE AND CHANNEL INFORMATION FOR DOCK PERMITTING AND CONSTRUCTION PURPOSES.
2. DESCRIPTION PROVIDED BY CLIENT.
3. PROPERTY LIES IN SECTION 22 TOWNSHIP 11 SOUTH RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.
4. SURVEY PREPARED FROM THE PLAT RECORDED IN MAP BOOK 33, PAGE 75, AND THE ARMY CORPS OF ENGINEERS (ACOE) INTRACOASTAL WATERWAY CUT MAP.
5. STATE PLANE COORDINATES(1927 N.A.D.) HAVE BEEN REFERENCED FROM DEPARTMENT OF ARMY (DOA) CORPS OF ENGINEERS INTRACOASTAL WATERWAY (ICWW) RIGHT OF WAY CUT MAP FOR CENTERLINE SECTION F-21.
6. REFERENCE COORDINATE VALUE FOR X-Y (NORTHINGS AND EASTINGS), SHOWN ON CORPS OF ENGINEERS, PER CUT MAP.
7. INTRACOASTAL WATERWAY RIGHT OF WAY INFORMATION REFERS TO RIGHT OF WAY MAPS PREPARED IN 1930 BY MR. JB HIGH. THE CUT INFORMATION, CHANNEL LOCATION AND CHANNEL SETBACK INFORMATION REFERS TO THE DEPARTMENT OF ARMY, JACKSONVILLE DISTRICT, CORPS OF ENGINEERS PLANS, PROJECT NO. 8A-30,014.
8. ACCURACY IS TO WITHIN 1'± WITH REFERENCE TO PLAT DATA AND STATE PLANE COORDINATES SHOWN ON A.C.O.E. CUT MAP.
9. ELEVATIONS REFER TO N.A.V.D. 1988 DATUM AND REFERENCED TO LOCAL DATUM.
10. PER FDEP TIDAL WATER SURVEY PROCEDURAL APPROVAL FORM MEAN LOW WATER LEVEL (MLWL) = -0.79 FEET; MEAN HIGH WATER LEVEL (MHWL) = 0.33 FEET N.A.V.D. 1988.
11. PROPERTY LIES IN FLOOD ZONE "AE", (BASE FLOOD ELEVATION = 5.0') WITH REFERENCE TO MAP NO. 12035C0234E, EFFECTIVE DATE: JUNE 06, 2018. THIS LOCATION IS BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. FINAL LOCATION AND FLOOD ZONE DETERMINATION REST WITH SAID AGENCY. BASE FLOOD ELEVATION REFERS TO N.G.V.D. 1929 PUBLISHED DATUM.
12. ONSITE IMPROVEMENTS, UNDERGROUND IMPROVEMENTS AND UTILITIES NOT LOCATED.
13. BEARINGS REFER TO THE TRANSVERSE MERCATOR GRID SYSTEM OF THE ZONE OF FLORIDA.
14. NO SEARCH FOR ENCUMBERING INSTRUMENTS WAS MADE BY SURVEYOR.
15. ERROR OF CLOSURE MEETS OR EXCEEDS 1:7500 FEET.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY DAN A WILCOX JR. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

**DESCRIPTION:**

LOT 35, VILLAGE G-2 AT GRAND HAVEN, A SUBDIVISION AS RECORDED IN MAP BOOK 33, PAGE 75, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

**TYPE OF SURVEY: SPECIAL PURPOSE**

SURVEY IS NOT FULL AND COMPLETE UNLESS ACCOMPANIED BY ALL SHEETS.

**PREPARED FOR:**

MARCELL CRAWFORD  
 64 RIVER TRAIL DRIVE  
 PALM COAST, FL 32137

**STEPHENSON, WILCOX & ASSOCIATES, INC.** (CA#27726 / LB#7672)  
 299 E. Moody Blvd., Ste. 400 • PO Box 186 Bunnell FL 32110  
 Phone: 386.437.2363 • Fax: 386.437.0030 • Email: info.swa@gmail.com

SURVEY TYPE:	FIELD DATE	OFFICE DATE	JOB NO.	BY:
Survey	01/16/22	04/07/22	21-7181	J.D.
Revision				
Revision				
Revision				
Revision				

I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 5J-17 Florida Administrative Code.

*Dan Wilcox*  
 Dan A. Wilcox, Jr., P.S.M. No. 5749, PE No. 57633  
 Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

09-02-22

**SHEET**  
 1 of 5

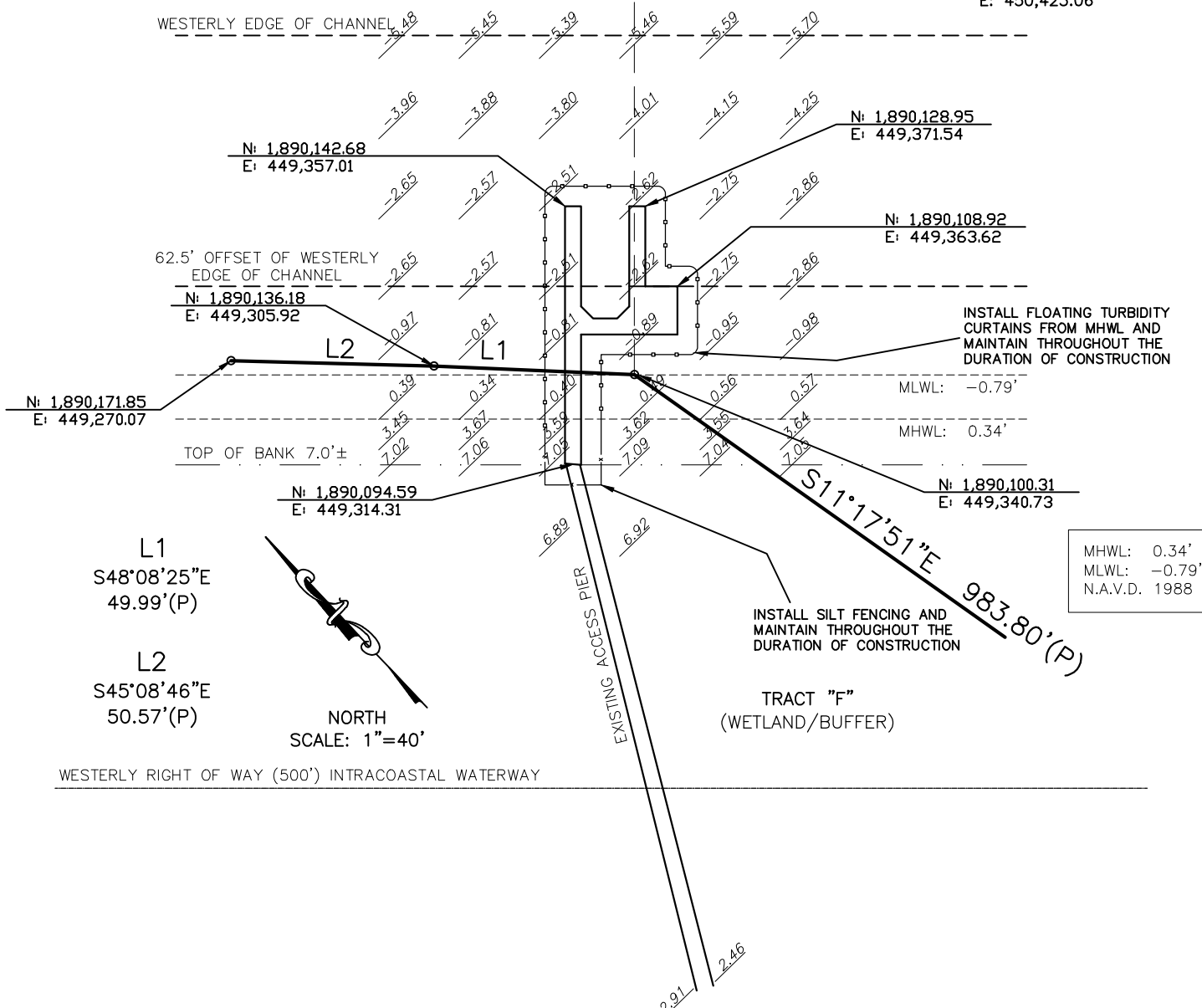
CUT F-21 S46°37'22"E 1813.68'

INTRACOASTAL WATERWAY

USACE X&Y COORD  
F-20, F-21  
N: 1,890,525.46  
E: 449,104.79

500 FOOT RIGHT OF WAY PER MAP  
BOOK 4, PAGES 1-19

USACE X&Y COORD  
F-21, F-22  
N: 1,889,279.83  
E: 450,423.06

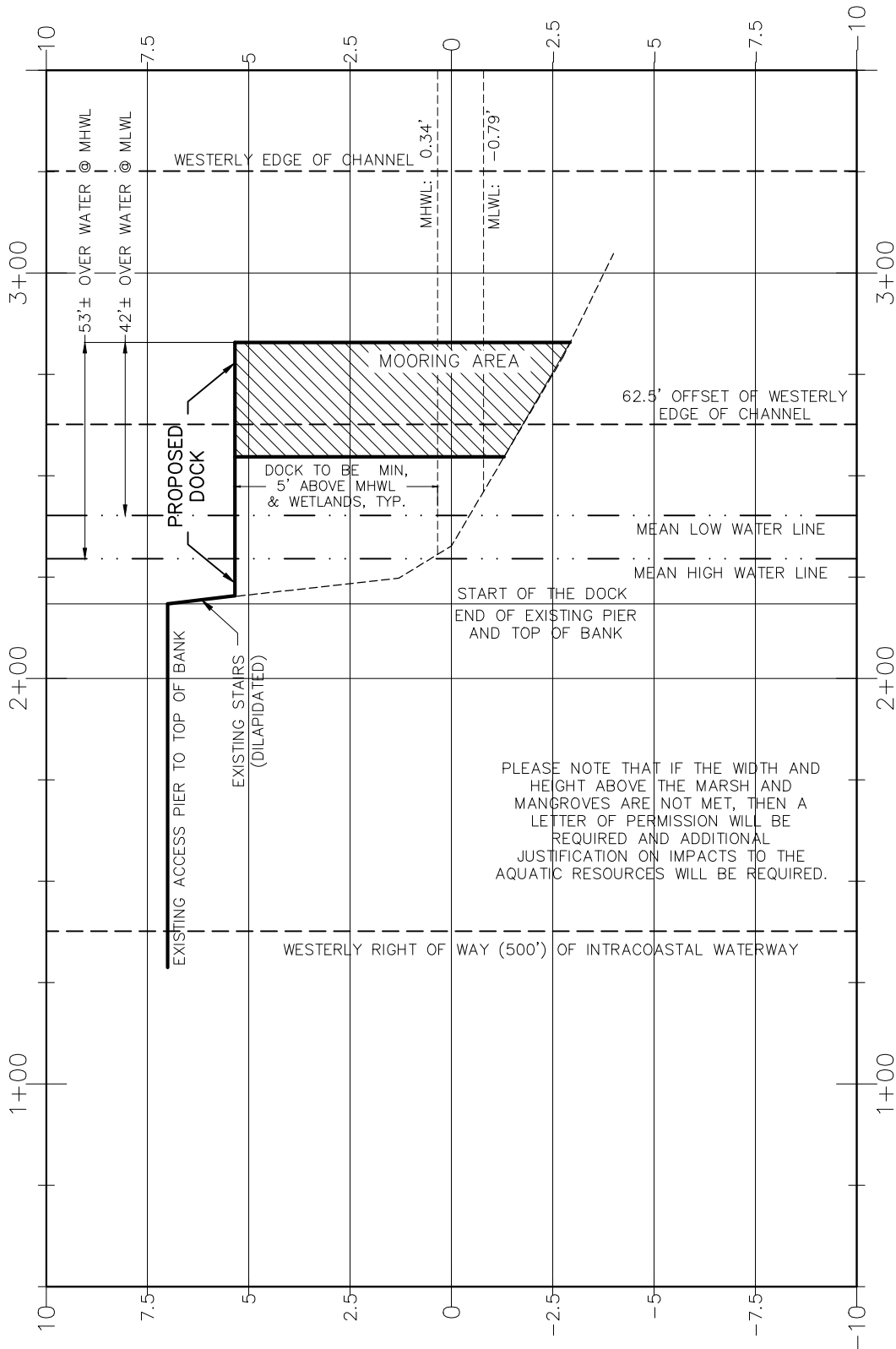


THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY DAN A WILCOX JR. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SURVEY IS NOT FULL AND COMPLETE UNLESS ACCOMPANIED BY ALL SHEETS.

<p>PREPARED FOR: <b>MARCELL CRAWFORD</b> 64 RIVER TRAIL DRIVE PALM COAST, FL 32137</p>				<p><b>STEPHENSON, WILCOX &amp; ASSOCIATES, INC.</b> (CA#27726 / LB#7672) 29 E. Moody Blvd., Ste. 400 • PO Box 186 Bunnell FL 32110 Phone: 386.437.2363 • Fax: 386.437.0030 • Email: info.swa@gmail.com</p>	
<p>SURVEY TYPE: FIELD DATE OFFICE DATE JOB NO. BY:</p> <p>Survey 01/16/22 04/07/22 21-7181 J.D.</p> <p>Revision</p> <p>Revision</p> <p>Revision</p> <p>Revision</p>	<p>I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 5J-17 Florida Administrative Code.</p> <p><i>Dan Wilcox</i> Dan A. Wilcox, Jr., P.E. No. 5749, PE No. 57633 Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.</p>			<p>09-02-22</p>	
				<p><b>SHEET</b> 2 of 5</p>	

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY DAN A. WILCOX JR. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



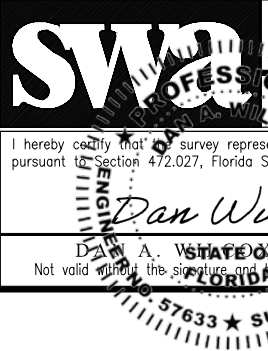
PLEASE NOTE THAT IF THE WIDTH AND HEIGHT ABOVE THE MARSH AND MANGROVES ARE NOT MET, THEN A LETTER OF PERMISSION WILL BE REQUIRED AND ADDITIONAL JUSTIFICATION ON IMPACTS TO THE AQUATIC RESOURCES WILL BE REQUIRED.

NOTE: THE CROSS SECTIONAL VIEW SHOWN HEREON IS FOR WATER DEPTHS AND INFORMATIONAL PURPOSES ONLY, AND DOES NOT NECESSARILY DEPICT ANY STRUCTURAL OR DESIGN ELEMENTS OF THE PROPOSED DOCK.

HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=4'

SURVEY IS NOT FULL AND COMPLETE UNLESS ACCOMPANIED BY ALL SHEETS.

PREPARED FOR:  
**MARCELL CRAWFORD**  
64 RIVER TRAIL DRIVE  
PALM COAST, FL 32137



**STEPHENSON, WILCOX & ASSOCIATES, INC.** (CA#27726 / LB#7672)  
29 E. Moody Blvd., Ste. 400 • PO Box 186 Bunnell FL 32110  
Phone: 386.437.2363 • Fax: 386.437.0030 • Email: info.swa@gmail.com

SURVEY TYPE:	FIELD DATE	OFFICE DATE	JOB NO.	BY:
Survey	01/16/22	04/07/22	21-7181	J.D.
Revision				
Revision				
Revision				

I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 5J-17 Florida Administrative Code.







**Dan Wilcox**  
Dan A. Wilcox, Jr., P.S.M. No. 5749, PE No. 57633  
Not valid without the signature and the original embossed seal of a Florida Licensed surveyor and mapper.

**SHEET**  
3 of 5

09-02-22



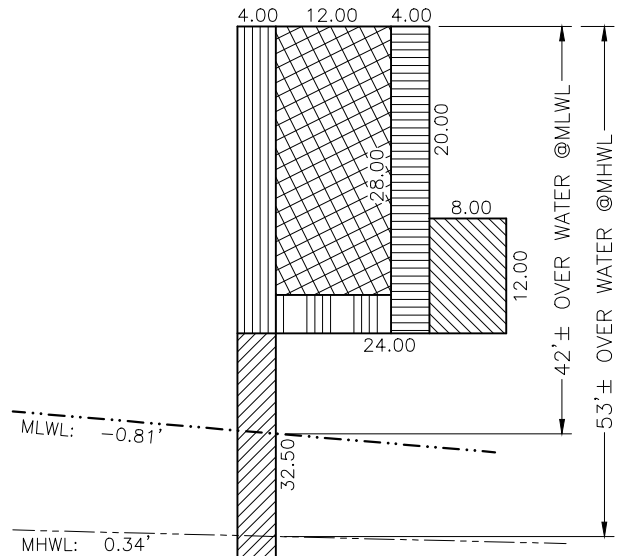
**PROPOSED AREAS**

-  PROPOSED ACCESS PIER: 4.0 x 32.5± - 130 SF±
-  PROPOSED FINGER PIER: 4.0 x 32.0 - 128 SF
-  PROPOSED COVERD BOATSLIP: 12.0 x 28.0 - 336 SF
-  PROPOSED FINGER PIER: 4.0 x 32.0 - 128 SF
-  PROPOSED FINGER PIER: 12.0 x 4.0 - 48 SF
-  PROPOSED TERMINAL PLATFORM: 8.0 x 12.0 - 96 SF

TOTAL PROPOSED DOCK STRUCTURE - 866 SF±

 EX BOARDWALK (OVER WETLAND): 4.0 x 262.2 - 1,049 SF

OVERALL TOTAL DOCK STRUCTURE - 1,915 SF±

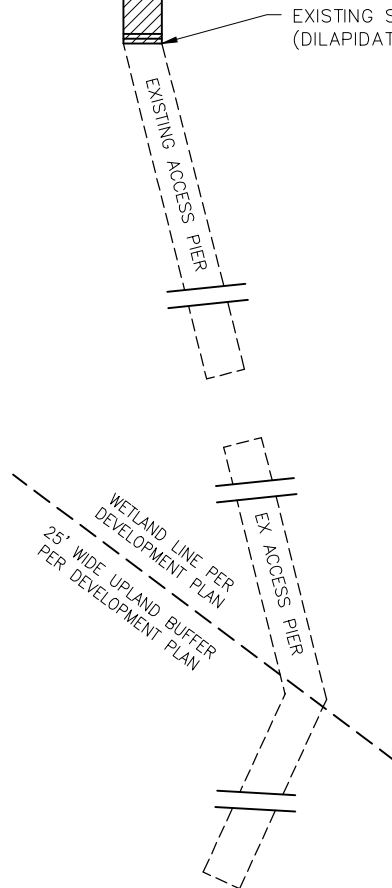


**GENERAL CONSTRUCTION NOTES AND METHODOLOGY:**

1. CONSTRUCTION SHALL COMPLY WITH FWC STANDARD MANATEE CONDITIONS FOR INWATER WORKS.
2. STAGING AREA TO BE USED IN THE UPLANDS FOR STORAGE OF MATERIALS DURING THE CONSTRUCTION. SILT FENCING TO BE INSTALLED AROUND STAGING AREA.
3. FLOATING TURBIDITY CURTAINS SHALL BE INSTALLED AND UTILIZED DURNING THE INSTALLATION OF THE PILES, AND REMOVED AT THE END OF EACH WORK DAY.
4. PILES TO BE P.T. FOR SALT WATER EXPOSURE AND CCA FREE, INSTALLED BY LIGHTLY WATER JETTING TO DESIRED DEPTH. NO HAMMERING OR PILE DRIVING IS PERMITTED FOR THIS SITE.
5. ALL PRESSURE TREATED PILINGS SHALL BE INSTALLED WITH PILE JACKETS.
6. THERE SHALL BE NO DREDGING OR FILLING ASSOCIATED WITH CONSTRUCTION OF THE STRUCTURE OTHER THAN REQUIRED FOR INSTALLATION OF THE ACTUAL PILINGS.
7. DECKING TO BE A 2"x6" P.T. WITH A MINIMUM OF 1" SPACINGS BETWEEN DECK BOARDS FOR LIGHT PENETRATION ABOVE ALL WETLAND AREAS AND OPEN SURFACE WATERS.
8. THE DOCK STRUCTURE SHALL BE A MINIMUM OF 5 FEET ABOVE ALL WETLAND AND OTEHR SURFACE WATER AREAS.
9. ALL OTHER MATERIAL TO BE P.T. FASTENED WITH STAINLESS STEEL FASTENERS.

**SPECIFIC CONDITIONS**

1. SINGLE FAMILY DOCKS AND THEIR ASSOCIATED MOORING LOCATION(S) SHALL NOT OCCUR OVER SUBMERGED GRASS BEDS, CORAL COMMUNITIES, OR WETLANDS, EXCEPT FOR THE ACCESS WALKWAY PORTION WHICH MAY TRAVERSE THESE RESOURCES PROVIDED IT IS ELEVATED AS DESCRIBED ABOVE AND CONTAINS HANDRAILS THAT ARE MAINTAINED IN SUCH A MANNER AS TO PREVENT THE USE OF THE ACCESS WALKWAYS FOR BOAT MOORING AND ACCESS, AND DOES NOT EXCEED A WIDTH OF 6 FEET.
2. NO WET BARS OR LIVING QUARTERS OVER WETLANDS OR SURFACE WATERS OR ON THE PIER AND NO STRUCTURE SHALL BE ENCLOSED BY WALLS OR DOORS.
3. SINGLE FAMILY DOCK AND ACCESS PIERS SHALL NOT SIGNIFICANTLY IMPEDE NAVIGABILITY IN THE WATER BODY.
4. NO DREDGING OR FILLING IS ALLOWED ASSOCIATED WITH THE CONSTRUCTION OF THE STRUCTURES AUTHORIZED HEREIN, OTHER THAN THAT REQUIRED FOR INSTALLATION OF THE ACTUAL PILINGS OF THE PIER, BOAT LIFT, BOAT SHELTER, GAZEBOS OR TERMINAL PLATFORM.
5. NO FISH CLEANING FACILITIES, BOAT REPAIR FACILITIES OR EQUIPMENT, OR FUELING FACILITIES SHALL BE PERMITTED ON THE STRUCTURES. IN ADDITION, NO OVERBOARD DISCHARGES OF TRASH, HUMAN OR ANIMAL WASTE, OR FUEL SHALL OCCUR FROM ANY STRUCTURES AUTHORIZED BY THE GENERAL PERMIT.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY DAN A WILCOX JR. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SURVEY IS NOT FULL AND COMPLETE UNLESS ACCOMPANIED BY ALL SHEETS.

**PREPARED FOR:**

MARCELL CRAWFORD  
64 RIVER TRAIL DRIVE  
PALM COAST, FL 32137



**STEPHENSON, WILCOX & ASSOCIATES, INC.** (CA#27726 / LB#7672)

229 W. Moody Blvd., Ste. 400 • PO Box 186 Bunnell FL 32110  
Phone: 386.437.2363 • Fax: 386.437.0030 • Email: info.swa@gmail.com

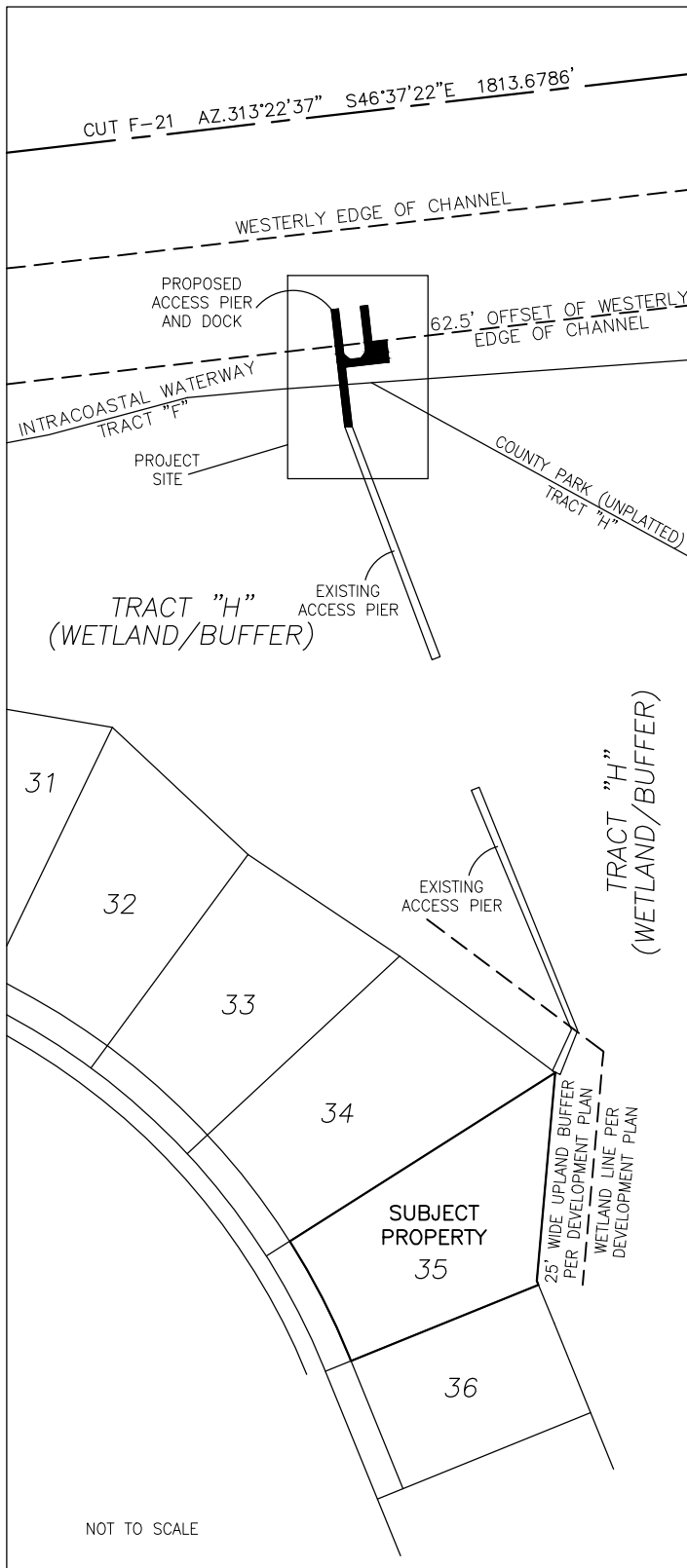
SURVEY TYPE:	FIELD DATE	OFFICE DATE	JOB NO.	BY:
Survey	01/16/22	04/07/22	21-7181	J.D.
Revision		08/18/22	21-7181	JAP
Revision		09/01/22	21-7181	JAP
Revision				
Revision				

I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 5J-17 Florida Administrative Code.

*Dan Wilcox*  
DAN A. WILCOX JR., P.S.M. No. 5749, PE No. 57633  
Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

09-02-22

**SHEET**  
4 of 5



NOT TO SCALE

**SUBJECT PROPERTY  
LOT 35  
(IMPROVED)**

TYLA CRAWFORD  
64 RIVER TRAIL DRIVE  
PALM COAST, FL 32137  
PARCEL I.D.:  
22-11-31-5914-00000-0350

**TRACT "H"  
(WETLAND/BUFFER)**

GRAND HAVEN COMMUNITY  
DEV DISTRICT C/O WRATHELL & ASSOCIATES LLC  
PARCEL I.D.:  
22-11-31-5914-00000-00H0

**LOT 34  
(VACANT)**

EDWARD AND ALINA PEKARSKY  
66 RIVER TRAIL DRIVE  
PALM COAST, FL 32137  
PARCEL I.D.:  
22-11-31-5914-00000-0340

**LOT 36  
(VACANT)**

JASON AND CASSANDRA HOLCOMB  
62 RIVER TRAIL DRIVE  
PALM COAST, FL 32137  
PARCEL I.D.:  
22-11-31-5914-00000-0360

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY DAN A. WILCOX JR. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SURVEY IS NOT FULL AND COMPLETE  
UNLESS ACCOMPANIED BY ALL SHEETS.

**PREPARED FOR:**

MARCELL CRAWFORD  
64 RIVER TRAIL DRIVE  
PALM COAST, FL 32137



**STEPHENSON, WILCOX  
& ASSOCIATES, INC.** (CA#27726 / LB#7672)

299 E. Moody Blvd., Ste. 400 • PO Box 186 Bunnell FL 32110  
Phone: 386.437.2363 • Fax: 386.437.0030 • Email: info.swa@gmail.com

SURVEY TYPE:	FIELD DATE	OFFICE DATE	JOB NO.	BY:
Survey	01/16/22	04/07/22	21-7181	J.D.
Revision		08/18/22	21-7181	JAP
Revision		09/01/22	21-7181	JAP
Revision				
Revision				

I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 5J-17 Florida Administrative Code.

DAN A. WILCOX JR., STATE OF FLORIDA, License No. 5749, PE No. 57633  
Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

09-02-22

**SHEET  
5 of 5**

# EXHIBIT 11

**RESOLUTION 2023-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT DESIGNATING RECORD OFFICE PURSUANT TO SECTION 190.006(7), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, section 190.006(7), Florida Statutes, requires that the District shall keep at its office or other regular place of business maintained by its Board of Supervisors in the county or municipality in which the District is located (the "Record Office") a permanent record book entitled "Record of Proceedings of Grand Haven Community Development District" in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees, and any and all corporate acts, and that such record book shall at reasonable times be open to inspection in the same manner as state, county, and municipal records pursuant to chapter 119; and

**WHEREAS**, the Board of Supervisors of the District desires to fully comply with section 190.006(7), Florida Statutes.

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

1. The office located at 2 North Village Parkway, Palm Coast, Florida 32137 is hereby designated to be the District's Record Office.
2. The District's Board of Supervisors shall maintain a permanent record book entitled "Record of Proceedings of Grand Haven Community Development District" (the "Record of Proceedings") in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees, and any and all corporate acts.
3. The Record of Proceedings shall be maintained by the District's Record Office.
4. In accordance with section 190.006(7), Florida Statutes, the Record of Proceedings shall at reasonable times be open to inspection in the same manner as state, county, and municipal records pursuant to chapter 119
5. This Resolution shall become effective upon its passage.

**[SIGNATURES ON NEXT PAGE]**

**PASSED AND ADOPTED THIS 19<sup>TH</sup> DAY OF JANUARY, 2023.**

**GRAND HAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

---

**CHAIR/VICE CHAIR, BOARD OF  
SUPERVISORS**

**ATTEST:**

---

**SECRETARY/ASSISTANT SECRETARY**

# EXHIBIT 12



# Proposal

## S.E. Cline Construction, Inc.

P. O. Box 354425 ♦ Palm Coast, FL 32135 ♦ Phone: 386-446-6426 ♦ Fax: 386-446-6481 ♦ CGC 057450 ♦ FED ID 59-337-0544

Proposal Submitted To: Barry Kloptosky  
Company: Grand Haven CDD  
Street/ P.O. Box:  
City/ State/ Zip Code: Palm Coast, FL 32137  
Architect: N/A

Date: 10/26/2022  
Phone: 386-447-1181  
Fax: 386-447-1131  
B# / Job Name: Curb/root infiltration repairs

Job Location: Grand Haven Waterside Pkwy South  
Date of Plans: N/A

WE hereby propose to furnish material and labor - complete in accordance with specifications below for the sum of:  
( see below)

Payments to be made as follows:  
Upon receipt of invoice.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our employees are fully covered by Workers' Compensation Insurance.

AUTHORIZED SIGNATURE:

Note: This proposal may be withdrawn  
by us if not accepted within 30 days.  
(And prices are subject to change.)

We hereby submit specifications and estimates for: **Pricing for curb, base and asphalt repairs to tree root areas**  
**Base Price - \$ 136,615.00**  
**Price with alternate asphalt deduct - \$ 127,891.00**

Scope of Work: Remove popped up curb and asphalt areas in 35 various locations marked out by Grand Haven from South entrance to main amenity area entrance on Waterside Parkway. Prune back roots, pour new Type F curb and gutter and install base & asphalt in front of newly installed curbs. MOT is included in pricing.

Remove curb, pop out roots, install curb, base and asphalt in 35 locations. 1 lump sum = \$ 136,615.00

Alternate deduct: Deduct asphalt patches installation out of scope of work. 1 lump sum = \$ 8,724.00

Exclusions:

1. Any item not specifically listed above in scope of work.
2. Removal or rerouting of existing irrigation lines.
3. As-builts.
4. City of Palm Coast permit.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

# EXHIBIT 13





Landscape Maintenance Services Proposal  
*prepared for*

# GRAND HAVEN CROQUET COURT MAINTENANCE

December 30, 2022



Barry Kloptosky  
Operations Manager  
Grand Haven CDD

2 North Village Parkway, Palm Coast

Barry Kloptosky  
Operations Manager

**Grand Haven CDD**  
2 North Village Parkway  
Palm Coast, Florida 32137

Re: Landscape Maintenance Services Proposal for **Grand Haven CDD**

Thank you for considering a partnership with **Yellowstone Landscape** as your landscape maintenance service provider. We are excited by the possibility to provide you with landscape maintenance once again! Our proposal has been created to address the specific needs and expectations you have expressed for the **Grand Haven Croquet Court Maintenance**. We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

- **About Yellowstone:** The section has a short video with more information about who we are and how we can improve your landscape.
- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **References:** Here you will find some information on a few of our customers. We encourage you to reach out to them. This will help you get an understanding of what it means to be a member of the Yellowstone family.
- **Agreement & Your Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

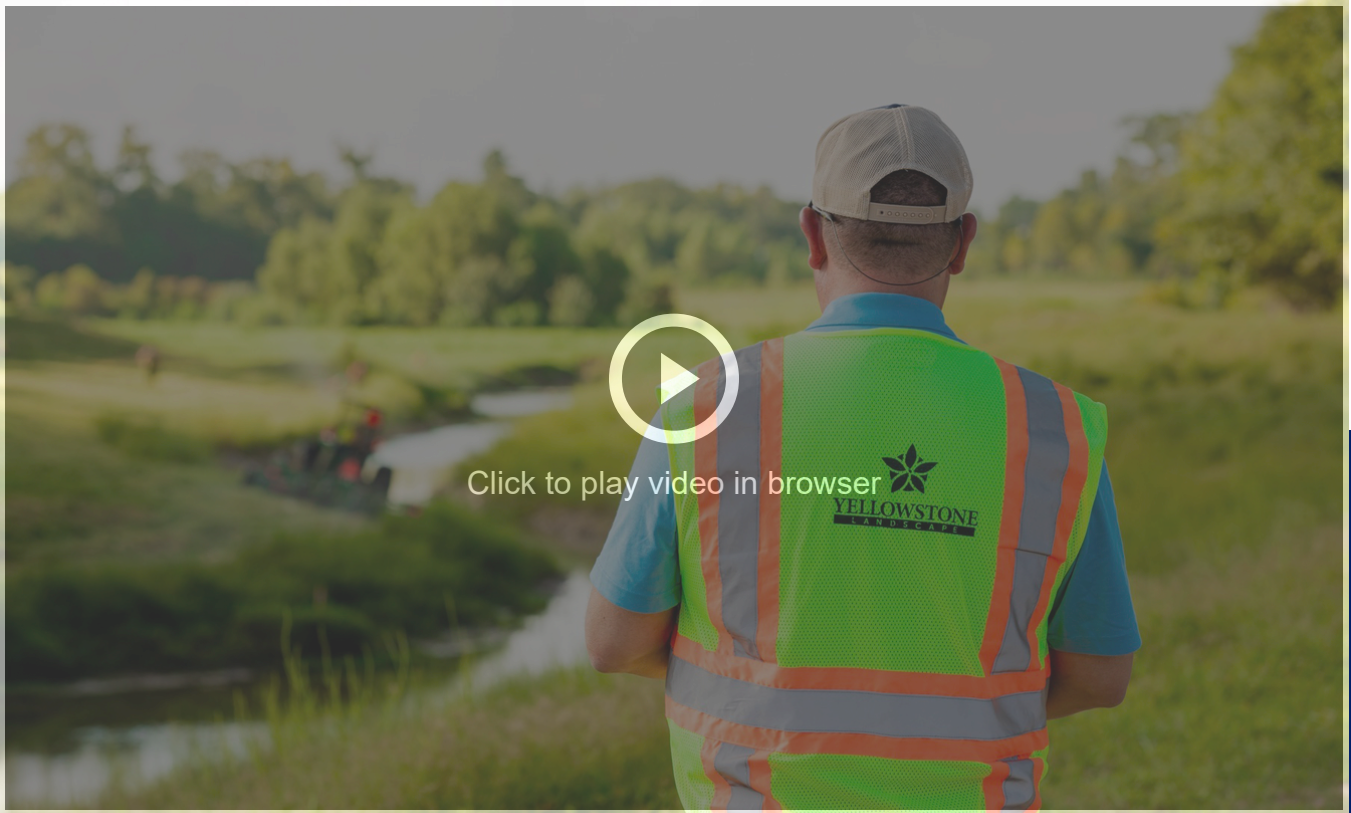
Sincerely,  
John Distler, *Business Development Manager*  
Yellowstone Landscape

[jdistler@yellowstonelandscape.com](mailto:jdistler@yellowstonelandscape.com)  
386-237-8621



# ABOUT YELLOWSTONE LANDSCAPE

Your property's appearance means a lot. It has the power to delight visitors, tenants, residents, customers, and more. Your choice of landscape service partner can mean reduced liability, better profits, and lasting impressions. There's a lot on the line. This is serious business. You have people to answer to and it's our job to make you and your property look its absolute best. We're in this together.



To look your best, it takes a strong team of commercial landscaping experts. Since 2008, our company has grown because of our team's commitment to excellence. Thousands of companies and organizations across the country have trusted us. We don't take that lightly. They deserve the best and so do you. We wouldn't offer anything less.

Your choice in the best commercial landscaping company could be the difference between a property that reflects excellence or one that falls short of your expectations and needs. When you're investing in professional services, you deserve to get the best. By making the wise choice, that's exactly what you can count on.



You will be hard-pressed to find a better landscape maintenance company than Yellowstone Landscape. Being a relatively new community, we were in need of a reliable, trusting, "one-stop shop" company that could handle our turf, flower beds, trees, and irrigation maintenance needs; and we found that in Yellowstone.

**Mike Vaccaro**

President/Secretary  
Clover Creek Community

# YOUR SERVICE TEAM

Our Leadership Team is committed to making Yellowstone Landscape the country's premier commercial landscape service company and to bringing that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.

Your Local Yellowstone Landscape Professionals are led by:



## **Ty Rentz**

*Branch Manager*

Ty has been in the Landscape industry for 38 years as an entrepreneur, corporate employee and brings an enthusiasm and passion unparalleled in today's culture. Ty still believes as his Grandfather taught, there is no substitute for hard work, your word and a handshake. He is also instrumental in driving our Safety Culture as he sits on our Corporate safety team and he helps create, initiate and implement beneficial new corporate operational systems. He is the Branch manager for our Palm Coast and St. Augustine locations and he and his wife Staci have made Palm Coast their home, are enjoying the area and excited about serving this community.



## **John Distler**

*Business Development Manager*

John began working in the landscape industry in 2017 when he connected with Yellowstone Landscape as an industry leader. His background has been focused on providing clients with quality care and customer service for other industry leaders such as the Walt Disney Company, IBM, AT&T and Servpro. The attention to detail he learned in the US Navy, combines with the service skills learned at these companies, to bring a focus of customer satisfaction to our Yellowstone Landscape customers.



## **Antonio Perez**

*Senior Account Manager*

Antonio will be the main point of contact for your property. Having this single point of contact will help save you time and frustration when you have questions regarding your landscape. Antonio has been working with his teams to provide excellence in landscaping at some of our premier properties in the area including the Hammock Beach Resort and Woodhaven and Canopy Walk Condos. He began his career with Yellowstone Landscape 7 years ago as an irrigation technician. He has quickly moved up through the ranks becoming the Irrigation Manager and finally Account Manager. He works everyday to lead his teams with the core belief that with hard work and dedication, anything is possible.



# YOUR SERVICE TEAM

Our Leadership Team is committed to making Yellowstone Landscape the country's premier commercial landscape service company and to bringing that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.

Your Local Yellowstone Landscape Professionals are led by:



## **James Irvine**

Chemical & Fertilization Superintendent

James is a Certified Operator in Lawn & Ornamental as well as General Pest Control. He has a turf grass degree from the University of Georgia and really enjoy this working in the landscape industry. He started working to improve landscapes in 1989 as a tree and shrub specialist and loves helping to produce beautiful lawns and landscapes. As a leader in the industry, he is proud to be a part of the Yellowstone Landscape team.



## **Susan Tosi**

Office Manager

Susan has been working with the Yellowstone Landscape team as an Office Manager since 2005. As Office Manager she provides direct support for our clients, Account Managers, vendors and our accounting staff. Her number one priority is to provide quality service to our customers and making sure we work safely in the field. In 2018 she was awarded Office Manager of the Year for the Yellowstone Landscape South Region. She has become the foundation that helps us truly provide excellence in commercial landscaping.

# SERVICE MAP

The image below depicts the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.







## LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.



## MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

## EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.





### DEBRIS REMOVAL

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

### FERTILIZER

- Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

### INSECT, DISEASE, & WEED CONTROL

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
- Access to a water source on the Client's property must be provided for use in spray applications.

### SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

### TREE MAINTENANCE

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

### FERTILIZATION

- Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

### INSECT, DISEASE, & WEED CONTROL

- Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, Yellowstone Landscape will offer suggestions regarding the best course of action.
- Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client's property.
- The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications





## EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- “Weedeating” type edging will not be used around trees.

## IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client’s approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

## ANNUAL FLOWERS

- Annual flower beds will be serviced to remove flowers that are fading or dead (“deadheading”) to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- “Flower Saver Plus®” (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.



- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.







- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.



# REFERENCES

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.



**PROJECT NAME:**  
Hammock Beach Resort

**CLIENT SINCE:**  
2002

**SERVICES PROVIDED:**  
Landscape Maintenance,  
Landscape Design,  
Landscape Enhancement

**CLIENT CONTACT:**  
**Carlton Grant**  
Regional Managing  
Director

Hammock Beach Resort  
200 Ocean Crest Dr.  
Palm Coast, FL 32137

**P:** 386-246-5602  
**E:** [cgrant@hammockbeach.com](mailto:cgrant@hammockbeach.com)



**PROJECT NAME:**  
Woodhaven  
Condominiums

**CLIENT SINCE:**  
2014

**SERVICES PROVIDED:**  
Landscape Maintenance,  
Landscape Design,  
Landscape Enhancement

**CLIENT CONTACT:**  
**Joe Cinesi**  
Board of Directors

100 Brighton Circle  
Palm Coast, FL 32137

**P:** 904-599-5968  
**E:** [jc052014@cfl.rr.com](mailto:jc052014@cfl.rr.com)



**PROJECT NAME:**  
Forest Park Estates

**CLIENT SINCE:**  
2015

**SERVICES PROVIDED:**  
Landscape Maintenance,  
Landscape Design,  
Landscape Enhancement

**CLIENT CONTACT:**  
**John Slawinski**  
Board President

Colbert Ln  
Palm Coast, FL 32137

**P:** 386-569-8278  
**E:** [jeslawinski@att.net](mailto:jeslawinski@att.net)

# REFERENCES

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.



**PROJECT NAME:**  
St Johns River Water  
Management

**CLIENT CONTACT:**  
**Debi Edwards**  
Procurement Specialist

**CLIENT SINCE:**  
2020

Palatka Headquarters  
4049 Reid St  
Palatka, FL 32177

**SERVICES PROVIDED:**  
Landscape Maintenance,  
Landscape Design,  
Landscape Enhancement

**P:** 386-329-4500  
**E:** [dkedwards@sjrwmd.com](mailto:dkedwards@sjrwmd.com)



**PROJECT NAME:**  
Ocean Palms HOA

**CLIENT CONTACT:**  
**Alice Randolph**  
Association Manager

**CLIENT SINCE:**  
2019

230 San Nicolas Way  
St Augustine, FL 32080

**SERVICES PROVIDED:**  
Landscape Maintenance,  
Landscape Design,  
Landscape Enhancement

**P:** 904-461-9708  
**E:** [arandolph@mayresort.com](mailto:arandolph@mayresort.com)



**PROJECT NAME:**  
Madeira CDD  
St. Augustine

**CLIENT CONTACT:**  
**Lesley Gallagher**  
District Manager

**CLIENT SINCE:**  
2018

Rizzetta & Company  
2806 North Fifth Street,  
Unit 403  
St Augustine, FL 32084

**SERVICES PROVIDED:**  
Landscape Maintenance,  
Landscape Design,  
Landscape Enhancement

**P:** 904-436-6270  
**E:** [lgallagher@rizzetta.com](mailto:lgallagher@rizzetta.com)



# YOUR INVESTMENT

CORE MAINTENANCE SERVICES	PRICE
<b>Mowing Services</b> Includes Mowing, Edging, String Trimming, Weed Removal, Blowing, Top Dressing, Rolling, Aerating & Property Policing	\$46,106
<b>Integrated Pest Management</b> Turf Fertilization, Pest Control Applications & Ant Treatments	\$8,190
<b>Irrigation Inspections</b> Includes Adjusting Heads & Nozzles, Seasonal Clock Adjustments, Cleaning Out/ Maintaining Valve Boxes & Standard Irrigation Reports	\$2,844
<b>Outer Court Mowing Services - At Least 52 Visits</b> Represented by the Blue service area on the attached mapping	\$2,860
<b>ANNUAL GRAND TOTAL</b>	<b>\$60,000</b>

ANNUAL GRAND TOTAL	\$60,000.00
MONTHLY GRAND TOTAL	\$5,000.00

# YOUR SERVICE CALENDAR

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>MOWING SERVICES</b>	8	8	12	12	12	12	12	12	12	8	8	8
<b>EDGING &amp; TRIMMING</b>	8	8	12	12	12	12	12	12	12	8	8	8
<b>DEBRIS REMOVAL</b>	8	8	12	12	12	12	12	12	12	8	8	8
<b>AERATION SERVICES &amp; TOP DRESS</b>	0	0	1	0	0	0	1	0	0	0	0	0
<b>TURF ROLLING</b>	0	0	1	0	1	1	1	1	0	1	0	0
<b>FERTILIZER</b>	0	1	0	1	0	1	0	1	0	1	0	1
<b>INSECT, DISEASE, &amp; WEED CONTROL</b>	1	1	1	1	1	1	1	1	1	1	1	1
<b>IRRIGATION</b>	1	1	1	1	1	1	1	1	1	1	1	1

**CLIENT NAME:** Grand Haven CDD

**BILLING ADDRESS:** 2 North Village Parkway  
Palm Coast, Florida 32137

**PROPERTY CONTACT:** Barry Kloptosky

**PROPERTY CONTACT EMAIL:** bkloptosky@GHCDD.com

**PROPERTY CONTACT PHONE:** 386-447-1888

**CONTRACT EFFECTIVE DATE:** **February 01, 2023**

**CONTRACT EXPIRATION DATE:** January 31, 2024

**INITIAL TERM:** One Year

**PROPERTY NAME:** Grand Haven Croquet Court Maintenance

**PROPERTY ADDRESS:** 2 North Village Parkway, Palm Coast

**CONTRACTOR:** Yellowstone Landscape, PO Box 849, Bunnell, FL 32110

**YELLOWSTONE CONTACT:** Business Development Manager

**YELLOWSTONE CONTACT EMAIL:** jdistler@yellowstonelandscape.com

**YELLOWSTONE CONTACT PHONE:** 386-237-8621

**YELLOWSTONE SCOPE OF SERVICES:** The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

# AGREEMENT

## COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **\$60,000.00** annually, in equal monthly installments billed in the amount of **\$5,000.00** upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

**Presented by:** Yellowstone Landscape

**Accepted by:** Grand Haven CDD



 **SIGNATURE**  
Barry Kloptosky

**Printed Name:** Christopher Adornetti, Officer

**Date:** Not yet accepted

**Printed Name:** Barry Kloptosky

**Date:** Not yet accepted



## TERMS & CONDITIONS

**Entire Agreement:** This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

**Acceptance of Agreement:** The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

**Price, Quality, and Working Conditions:** The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

**Assignment:** Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

**Relationship of Parties:** The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

**Agreement Renewal:** Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional twelve (12) month term and will continue to renew at the end of each successive twelve (12) month unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each additional automatic twelve (12) month renewal term.

**Payment Terms:** Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

**Termination for Cause:** It is agreed that either party may terminate this agreement given (30) thirty days' notice in writing. However, the following conditions must be met in order to substantiate the cancellation of the agreement. Yellowstone will be given 30 days written notice to correct any issues that the Client feels justify the cancellation of the agreement. Yellowstone must receive notification in writing that the issue has not been resolved to the established level of satisfaction prior to termination. Final billing will be prorated to reflect services rendered until the termination date. Please note that the equal monthly payment in no way represents the value of work performed in any given month. In the event of cancellation, the Client agrees to pay Yellowstone any amount above and beyond the payments for actual work performed.

**Default:** In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.



**Claims:** Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

**Jurisdiction:** By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

**Insurance:** Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

**Licenses:** Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

**Indemnification for Third Party Claims:** Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

**Limitation of Liability:** Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses, and damages, whether in contract, tort, or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special, or punitive damages.

**Indirect Damages:** Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

**Excusable Delays and Risk of Loss:** Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

**Watering Restrictions and Drought Conditions:** Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

**Warranty:** Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

**Nonwaiver:** No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

**Construction:** The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

**Change in Law:** This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.



*Excellence*  
IN COMMERCIAL LANDSCAPING

**THANK YOU FOR YOUR TRUST**

We look forward to working with you!

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[YELLOWSTONELANDSCAPE.COM](http://YELLOWSTONELANDSCAPE.COM)

# EXHIBIT 14

  
**GRAND HAVEN**  
**COMMUNITY DEVELOPMENT DISTRICT**

**RULES, POLICIES AND FEES FOR  
ALL DISTRICT AND AMENITY  
FACILITIES**

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*Amended through August 18, 2022January 19, 2023 by the  
Board of Supervisors*

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**Adopted: 8/18/20221/19/2023**

**Grand Haven Village Center Office**  
2001 Waterside Parkway  
Palm Coast, Florida 32137  
(386) 447-0192

**Operations Manager's Office**  
2 North Village Parkway  
Palm Coast, Florida 32137  
(386) 447-1888





## DEFINITIONS

**“Amenity Facilities”** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Village Center and the Creekside Athletic Club, together with their appurtenant facilities and areas, the Wild Oaks dog park facility and appurtenant common areas, the golf course parking areas owned by the District, the sidewalks and other areas adjacent to Waterside Parkway, the Esplanade, together with any other such facilities referenced in these Rules. Amenity Facilities shall also include any other areas described in these Rules and the lakes/stormwater ponds owned by the District to the extent that they may be used for fishing purposes as described below. “Amenity Facility” shall mean any of the Amenity Facilities, individually. These rules also apply to any location where the District conducts business, has offices, or utilizes employees.

**“Amenity Facilities Policies” or “Policies” or “Rules”** – shall mean these Amenity Facilities Policies of Grand Haven Community Development District, as amended from time to time.

**“Amenity Manager”** – shall mean the management company, including its employees, staff and agents, contracted by the District to manage all Amenity Facilities within the District, which facilities include, but are not limited to, the Village Center and the Creekside Athletic Club.

**“Annual User Fee”** – shall mean the fee established by the District for any person that is not a Property Owner and wishes to become a Non-Resident Amenity Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

**“Board of Supervisors” or “Board”** – shall mean the Grand Haven Community Development District’s Board of Supervisors.

**“Daily Guest”** – shall mean any person or persons who are invited for the day by a Patron to participate in the use of the Amenity Facilities.

**“Designated Parking Area”** – shall mean the area designated for parking adjacent to a specific Amenity Facility, individually.

**“District”** – shall mean the Grand Haven Community Development District.

**“District Employee” - shall mean any person employed by the District to provide services within the District.**

**“District Manager”** – shall mean the professional management company with which the District has contracted to provide management services to the District.

**“Family”** – shall mean no more than two persons over the age of eighteen (18) years, occupying a single dwelling unit and using common cooking facilities, together with their lineal descendants or adopted children, but for purposes of these Rules governing use of the Amenity Facilities, a Family shall not exceed two (2) persons for each bedroom contained in the originally

permitted design for the dwelling unit owned or rented by the Family. Whenever these Rules refer to use of the Amenity Facilities by Registered Renters, a family shall consist only of those persons listed on a written lease agreement and their lineal descendants or adopted children, not to exceed two (2) persons for each bedroom contained in the originally permitted design for the dwelling unit. Whenever these rules refer to use of the Amenity Facilities by a Non-Resident Amenity Membership, a Family shall not exceed five (5) persons in total.

**“House Guest”** – shall mean any person who is temporarily residing as a guest in a Property Owner’s or Registered Renter’s home overnight for one night or longer. A House Guest may not be a resident of Flagler County, Florida.

**“Individual with a Disability”** - shall mean a person who has a physical or mental impairment that substantially limits one or more major life activities of the individual as described in section 413.08(1)(b), Florida Statutes.

**“Non-Resident”** – shall mean any person or persons that do not own property within the District or who are not Registered Renters.

**“Non-Resident Amenity Member”** – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

**“Patron” or “Patrons”** – shall mean Property Owners, Daily Guests, House Guests, Non-Resident Amenity Members, and Registered Renters/Leaseholders, each of whom is eighteen (18) years of age and older.

**“Property Owner”** – shall mean any person or family owning property within the Grand Haven Community Development District. For purposes of this definition and these Rules, “owning property within the Grand Haven Community Development District” shall refer to those residential properties that are contained within the jurisdictional boundaries established by ordinance for the Grand Haven Community Development District and which are contained within the “benefitted properties” being assessed annually for the District’s Operation and Maintenance Special Assessments levied pursuant to Fla. Stat. §190.021(3).

**“Renter”** – shall mean any tenant residing in a Property Owner’s home pursuant to a valid rental or lease agreement.

**“Registered Renter”** -- a tenant to whom a Property Owner has assigned the beneficial rights to use the Amenity Facilities pursuant to these Rules.

**“Service Animal”** – shall mean a dog or miniature horse that is trained to do work or perform tasks for an individual with a physical, sensory, psychiatric, intellectual, or other mental disability, that meets all of the requirements set forth in section 413.08(1)(d), Florida Statutes. A Service Animal is not a pet or an emotional support, therapy, comfort, or companion animal. As used herein, the term Service Animal may include more than one animal per Individual with a Disability.

## **PHOTO IDENTIFICATION CARDS**

Photo ID Cards, or other forms of identification or access control established by the Board of Supervisors from time to time, will be issued to all members of each Property Owner's household as well as all Registered Renters and Non-Resident Amenity Members; this includes children thirteen (13) years of age and older. There is a charge, as established by the Board of Supervisors from time to time, to replace lost or stolen cards. The District may, from time to time, provide for the use of electronic devices intended to admit entry to the perimeter vehicle entry points by remote means (the "Gate Access Device" or "GAD"). Possession and use of a GAD is a privilege, not a right associated with Property ownership or other form of membership, and is subject to policies as they may be established by the Board of Supervisors, from time to time. It is a condition for the use of the Amenity Facilities that a Property Owner, Registered Renter or Non-Resident Amenity Member shall have complied with registration and access control policies established by the Board of Supervisors.

Notwithstanding the foregoing, or any other provision in these Rules, the Village Center Cafe shall be available for use by paying customers who are accompanied by a Property Owner, Registered Renter or Non-Resident Amenity Member but who are not themselves Property Owners, Registered Renters or Non-Resident Amenity Members (a "Cafe Guest") without the necessity of obtaining a Photo ID Card or paying a Daily Guest Fee. Any Cafe Guest is still bound to follow the provisions of these Rules that do not relate to Photo ID Cards or fees, including specifically the rules relating to conduct within the Amenity Facilities. A Cafe Guest shall not be permitted in or utilize portions of the Amenities other than the Cafe and restrooms without complying with other provisions of these Rules relating to Daily Guests. The Board of Supervisors shall have the authority to adopt and amend policies, from time to time, to prevent Village Center Cafe users from circumventing the intent of the access provisions contained herein.

## **GRAND HAVEN ANNUAL USER FEE**

The Annual User Fee for any person or Family not owning real property within the District is \$3,300.00 per year. This payment must be paid in full at the time of completion of the Non-Resident Amenity Member application and the corresponding agreement. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. Failure to pay the annual membership fee shall result in a termination of the use rights provided for herein. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities; such increase may not exceed fifteen percent (15%) per year, except to the extent that a greater increase is adopted pursuant to Fla. Stat. §190.035(2). This membership is not available for commercial purposes.

## **HOUSE GUESTS AND DAILY GUESTS**

- (1) House Guests and Daily Guests must register with the office of the Amenity Manager. The Property Owner or Registered Renter inviting the House Guest or Daily Guest must be present upon registration, unless other arrangements have been made with the Amenity Manager's office (example: out of state property owners and seasonal residents). A daily usage fee of ten dollars (\$10.00) per Daily Guest must be paid by Property Owner or Registered Renter upon guest registration.
- (2) Property Owners or Registered Renters who have registered a House Guest or Daily Guests are responsible for any and all actions taken by such House Guest or Daily Guest. Violation by a House Guest or Daily Guest on any of these Policies as set forth by the District could result in loss of that Property Owner or Registered Renter's privileges and membership.

## **RENTER'S PRIVILEGES**

- (1) Property Owners who rent out or lease out their unit(s) in the District shall have the right to designate the Renter (thereafter, the "Registered Renter") of their residential unit(s) as the beneficial users of the Property Owner's membership privileges for purposes of Amenity Facilities use. The District shall adopt and enforce procedures to provide for the written assignment of the membership privileges between the Property Owner and the Renter which shall, among other things, identify the persons who will occupy the residence and be entitled to exercise the membership privileges, require submission of a copy of the lease or rental agreement and adequate identification of those persons to the District and discontinue the use rights of such Property Owners during the term of any assignment of membership privileges.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or leased. A Renter who is designated as the beneficial user of the Property Owner's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner and is further identified as a Registered Renter.
- (3) During the period when a Registered Renter is designated as the beneficial user of the membership, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that membership. Any identification cards or other devices permitting access to the Amenity Facilities and any GAD must be surrendered to the District and may be deactivated by the District.



- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the department of their respective Renter.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

### **FACILITY USAGE FEES**

- (1) A Daily Usage Fee as established by the Board of Supervisors from time to time will be charged to all Daily Guests using any of the Amenity Facilities for the day. The right to the use of the Amenity Facilities is only good for the day on which the fee is paid. This Daily Usage Fee entitles such Daily Guest to the access and use of all Amenity Facilities within the rules and regulations established by the Board.
- (2) The Daily Usage Fee may be increased, not more than once per year, by action of the Board, to reflect increased cost of operation of the Amenity Facilities. Such increase may not exceed fifteen percent (15%) per year.
- (3) The Daily Usage Fee will be collected by the Amenity Manager, on behalf of the District, for all Amenity Facilities. The Daily Usage Fee shall be fully non-refundable after receipt by the Amenity Manager.
- (4) Special events, tournaments or league play, and fees for the same, must be previously approved by the Board prior to the date of such event. A list of Daily Guest participants must be provided to the Amenity Manager and all fees must be collected prior to holding the event. All District rules apply to all participants.
- (5) The Board of Supervisors may adopt and define policies, from time to time, that permit limited passive use of certain of the Amenity Facilities for strictly social and passive purposes with a reduced daily usage fee (the "Limited Daily Usage Fee"). The Limited Daily Usage Fee shall not permit access to recreational facilities, but is intended for social gatherings and the like. The Board shall by resolution adopt any such policies, set the Limited Daily Usage Fee, establish restrictions and amend such policies, fees and restrictions from time to time.

### **GENERAL FACILITY PROVISIONS**

- (1) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.

(2) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.

(3) All hours of operation of Amenity Facilities, including holiday schedules, will be established and published by the District as the Board determines from time to time.

(4) Dogs and all other pets (with the exception of a Service Animal as defined herein and complying with section 413.08(1)(d), Florida Statutes) are not permitted at the Village Center or Creekside Amenity Facilities. In the event a special event is held, as previously approved by the Board, and dogs are permitted at the Amenity Facilities as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents. All such animals must be in compliance with the Chapter 8 of the City of Palm Coast Code of Ordinances, including, without limitation, the provisions in Section 8-31 regarding leashes of no more than eight feet in length, and the provisions of Section 8-28 regarding removal of nuisance animals.

It is the owners' responsibility to ensure that all dogs, including Service Animals, are healthy, vaccinated and collared with identification.

(a) The work done or tasks performed must be directly related to the individual's disability and may include, but are not limited to, guiding an individual who is visually impaired or blind, alerting an individual who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, retrieving objects, alerting an individual to the presence of allergens, providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks.

(b) A Service Animal must be under the control of its handler and must have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.

(c) The District may exclude or remove from its premises a Service Animal if the Service Animal is out of control and its handler does not take effective action to control it, the Service Animal is not housebroken, or the Service Animal's behavior poses a direct threat to the health and safety of others. Allergies and fear of animals are not valid reasons for denying access or refusing service to an individual with a Service Animal. If a Service Animal is excluded or removed for being a direct threat to others, the District shall provide the Individual with a Disability the option of continuing access to the District's premises without having the Service Animal on the premises.

(d) A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a Service Animal and being qualified to use a Service Animal or as a trainer of a Service Animal commits a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, Florida Statutes, and may be

subject to expulsion from the District's premises and/or suspension or termination of Amenities privileges as described herein.

~~(4) Dogs and all other pets (with the exception of a Service Animal complying with Fla. Stat. §413.08(1)(d)) are not permitted at the Village Center or Creekside Amenity Facilities. In the event a special event is held, as previously approved by the Board, and dogs are permitted at the Amenity Facilities as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents. All such animals must be in compliance with the Chapter 8 of the City of Palm Coast Code of Ordinances, including, without limitation, the provisions in Section 8-31 regarding leashes of no more than eight feet in length, and the provisions of Section 8-28 regarding removal of nuisance animals.~~

~~It is the owners' responsibility to ensure that all dogs are healthy, vaccinated and collared with identification.~~

- (5) Parking is available at the Village Center and Creekside during normal operating hours for Patrons and Daily Guests using the amenities at these locations and as specifically permitted by the Operations Manager. It is a violation of these Rules to park in the Designated Parking Area of an Amenity Facility, *except* while actively using that specific Amenity Facility or an Amenity adjacent to it. This prohibition includes all parking in a Designated Parking Area when the adjacent Amenity Facility is closed. Overnight and Daily Guest and House Guest overflow parking is not permitted without written permission of the Operations Manager. Vehicles may not be parked in any space not designated as a parking space, on grass lawns, or in any way which blocks another vehicle or the normal flow of traffic. Vehicles in violation of these Rules are subject to being towed. Patrons violating these Rules may be subject to suspension or termination of Amenity Privileges as set forth below (see section entitled "Restriction or Suspension of District Privileges").
- (6) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
- (7) Only District employees are allowed in the service areas of the Amenity Facilities.
- (8) Patrons, House Guests and Daily Guests must present their ID cards or guest passes when requested by staff at any Amenity Facility.
- (9) The Board of Supervisors (as an entity), the Operations Manager, the Amenity Manager and its staff shall have full authority to enforce these policies.
- (10) All lost or stolen ID cards should be reported immediately to the Amenity Manager's office. A fee as established by the Board of Supervisors from time to time will be assessed for any replacement cards.
- (11) Smoking is not permitted at any of the Grand Haven Amenity Facilities except within designated smoking areas.

- (12) House Guests must be registered and accompanied by a Patron before entering the Amenity Facilities. Once registered, House Guests may enter unaccompanied by Patron.
- (13) Disregard for rules or policies may result in expulsion from the Amenity Facilities and/or loss of Amenity Facilities privileges in accordance with the procedures set forth herein.
- (14) Glass and other breakable items are not permitted at any Amenity Facility.
- (15) Patrons, House Guests and Daily Guests shall treat all staff members and District Employees with courtesy and respect.
- (16) Off-Highway vehicles, as defined by Fla. Stat. §261.03(5), are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
- (17) The District will not offer childcare services to Patrons, House Guests and Daily Guests at any of the Amenity Facilities.
- (18) Skateboarding, hoverboards, Razor® brand or similar scooters or any similar movable device with one or more wheels, and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the Village Center, Creekside Athletic Club, tennis courts, basketball courts, pickleball courts, croquet courts, athletic fields, playground area, and sidewalks surrounding these areas.
- (19) Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the Amenity Manager.
- (20) All food and beverages consumed at the Village Center facilities must be provided by the Village Center per the District's contract with the Amenity Manager.
- (21) Except as specifically prohibited herein, alcoholic beverages may be sold, served and consumed on the Amenity Facility premises in accordance with state and local laws. Alcoholic beverages may only be sold to adults twenty-one (21) years of age or older, and shall not be sold for off-premises consumption. All alcoholic beverages consumed or possessed on the Amenity Facilities premises must be purchased at the Amenity Facilities, except as otherwise provided by the Amenity Manager. The Amenity Manager reserves the right to refuse service to any Patron, House Guests or Daily Guests when that person appears to be intoxicated.
- (22) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the Amenity Manager.
- (23) The Amenity Facilities shall not be used for commercial purposes without written permission from the Board. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.

- (24) Firearms or any other weapons are not permitted in any of the Amenity Facilities, except to the extent that state and federal law limits the right of the District to impose restrictions against firearms.
- (25) The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events and programs, and children's programs, social events, etc. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Amenity Manager will be required to compensate the District accordingly.
- (26) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
- (27) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (28) Bicycles, and scooters must be parked in bike racks provided at all Amenity Facilities. Do not park or chain bicycles or scooters to entry gates, breeze way gates, light poles or parking lot signs. Bicycles, scooters, skateboards, hoverboards and the like should not be ridden or left in walkways, breeze ways or on pool decks at any time. In the event that these items are found parked around the facilities in an area other than at the bike racks, they will be collected by the staff and taken to the Amenity Manager's office. The District Board may from time to time, by resolution, prescribe an administrative and storage fee for items which are removed and stored because of violations of this rule. *Bicycle* means every vehicle propelled solely by human power having two (2) tandem wheels, and including any device generally recognized as a bicycle though equipped with two (2) front or two (2) rear wheels. The term does not include an electric bicycle, motorized scooter or similar device. *Electric bicycle* means any bicycle or tricycle equipped with fully operable pedals, a seat or saddle for use of the rider, and an electric motor of less than seven hundred fifty (750) watts. This definition includes all classes of electric bicycle under F.S. 316.003(23). *Motorized scooter* means any vehicle or micromobility device without pedals that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three (3) wheels, and which is not capable of propelling the vehicle at a speed greater than twenty (20) miles per hour on level ground as defined by F.S. 316.003(45).  
Nothing in this section 28 is intended to exclude motorized wheelchairs.



## **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

- (1) Each Patron, House Guests and Daily Guests, as a condition of invitation to the Amenity Facilities, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities, whether in lockers or elsewhere.
- (2) No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the Amenity Manager or the Board. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron, House Guests and Daily Guests or family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron, House Guests and Daily Guests or family member(s).
- (3) Any Patron, House Guests and Daily Guests or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any House Guests and Daily Guests or family member of such Patron.
- (4) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

## **GENERAL GRAND HAVEN AMENITY FACILITY USAGE POLICY**

All Patrons, House Guests and Daily Guests using the Amenity Facilities must sign in to indicate amenity usage or activity.

All Patrons, House Guests and Daily Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron, House Guests and Daily Guests.

**Hours:** The District Amenity Facilities and Designated Parking Areas are open and available for use by Patrons ("Open") during normal operating hours to be established and posted by the District. At all other times the District Amenity Facilities and Designated Parking Areas, including without limitation, the Creekside building and pool, the Village Center building pool, are closed and unavailable for use by Patrons ("Closed"). An Amenity Facility which is secured by a gate or fence shall be Closed when the gate or fence is in a closed position and secured by a lock or similar device. An Amenity Facility which is not secured by a gate or fence (including, without limitation, basketball courts and the Wild Oaks dog park) are Closed from thirty (30) minutes after sunset until sunrise. An Amenity Facility may also be Closed when it is in need of repair or maintenance work, which takes precedence over the use of the Amenity Facility or other scheduled activities. It is a violation of these Rules to use an Amenity Facility or Designated Parking Area when it is Closed. Patrons violating these Rules may be subject to suspension or termination of Amenity Privileges as set forth below (see section entitled "Restriction or Suspension of District Privileges").

**Parking:** Patrons must comply with the District's parking policies as set forth in paragraph (5) of the General Facility Provisions, above.

**Emergencies:** After contacting 911 if required, all emergencies and injuries must be reported to the Amenity Manager (386) 447-0192 or Operations Manager (386) 447-1888 and to the office of the District Manager (877) 276-0889.

**District Equipment:** All equipment owned by the District and available for use by Patrons, House Guests and Daily Guests must be signed out at the Amenity Manager's office, and the Amenity Manager shall retain that Patron's ID card as security for the return of the equipment. The Patron who signs out the equipment is responsible for its use and return as signed out. Should the equipment be returned damaged, missing pieces or in worse condition than when it was signed out, that Patron, House Guests and Daily Guests will be responsible to the District for any cost associated with repair or replacement of the equipment.

**Alcoholic Beverage Policy:** All alcoholic beverages consumed at the Village Center must be furnished by the Village Center. Alcoholic beverages may be sold, served, and consumed on the premises in accordance with state and local laws.

*Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Amenity Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons, House Guests and Daily Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.*

## **GENERAL SWIMMING POOL RULES**

### ***NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK***

- (1) All Patrons, House Guests and Daily Guests must present their ID Cards or guest passes when requested by staff. At any given time, a Property Owner may accompany up to four (4) Daily Guests to the swimming pool.
- (2) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility.
- (3) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (4) Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
- (5) Radios, tape players, CD players, MP3 players, televisions or other electronic devices are not permitted unless they are personal units equipped with headphones.
- (6) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the Amenity Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons, House Guests and Daily Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (7) Showers are required before entering the pool.
- (8) Alcohol and food not purchased at the Amenity Facilities are prohibited poolside. Glass containers are prohibited.
- (9) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (10) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with staff approval prior to use. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
- (11) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (12) Pets (except Service Animals complying with Fla. Stat. §413.08(1)(d))), bicycles, skateboards, roller blades, scooters, golf carts, hoverboards and the like are not permitted

on the pool deck area inside any Amenity Center gates at any time. The term “bicycle” shall include electric bicycles, motorized scooters and any similar powered locomotion device. (See “General Facilities Provisions” No. (4).)

- (13) The Amenity Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
- (14) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (15) Proper swim attire (no cutoffs) must be worn in the pool.
- (16) No chewing gum is permitted in the pool or on the pool deck area.
- (17) For the safety and hygiene of others, the changing of diapers or clothes is not allowed poolside.
- (18) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (19) Radio controlled vehicles, air and/or water craft and drones are not allowed in the pool area.
- (20) Pool entrances must be kept clear at all times.
- (21) No swinging on ladders, fences, or railings is allowed.
- (22) Pool furniture is not to be removed from the pool area.
- (23) Loud, profane, or abusive language is absolutely prohibited.
- (24) No physical or verbal abuse will be tolerated.
- (25) Tobacco products are not allowed in the pool/spa area.
- (26) Illegal drugs are not permitted.
- (27) The District is not responsible for lost or stolen items.
- (28) Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
- (29) Lane markers will be in place for lap swimmers from 7:30 a.m. until 9:30 a.m. Monday through Friday at the Village Center pool.



- (30) The Village Center pool, spa and deck area may not be rented at anytime; however, access may be limited at certain times for various District functions, as approved by the Board. In such situations, the Creekside pool facility will remain open to Patrons, House Guests and Daily Guests.
- (31) Chair lifts or other ADA-compliant devices are restricted for the use of persons requiring such devices.
- (32) Washing or soaking bathing suits or articles of clothing in the hand sinks is strictly prohibited.
- (33) Personal grooming of any kind is prohibited in pools.

### **SPA RULES**

#### ***NO LIFEGUARD ON DUTY -- USE AT YOUR OWN RISK***

- (1) All previous safety issues under pool rules apply.
- (2) No one less than thirteen (13) years of age allowed in spa.
- (3) Maximum capacity: Eight (8) people.
- (4) No food or drinks are allowed to be consumed while in the pool/spa.
- (5) Chair lifts or other ADA-compliant devices are restricted for the use of persons requiring such devices.
- (6) Personal grooming of any kind is prohibited in the spas.

### **SWIMMING POOL: THUNDERSTORM POLICY**

The Amenity Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at their discretion.

### **SWIMMING POOL: FECAL ACCIDENT POLICY**

- (1) If contamination occurs, the pool will be closed for twelve (12) hours so that remedial measures may be taken to ensure safe swimming conditions.
- (2) Parents should take their children to the restroom before entering the pool.

- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

### **FITNESS CENTER POLICIES**

***Eligible Users:*** Patrons, House Guests and Daily Guests eighteen (18) years of age and older are permitted to use the District fitness centers during designated operating hours. No children under the age of eighteen (18) are allowed in the District fitness centers.

***Eligible Youth Users:*** Children between the ages of fifteen (15) and eighteen (18) years of age shall be permitted to use the District fitness centers in strict compliance with the following requirements:

- (1) The child must be accompanied at all times and supervised by a parent, or other responsible adult 21 years of age or older who has been identified in a written permission form executed by the parent of the child. The parent or responsible adult must be present continuously while the child is using the fitness center.
- (2) The child and his parent or legal guardian shall sign a release form acceptable to the District: (a) holding the District harmless from injury or other harm as a result of the child's use of the fitness center; (b) acknowledging the requirements of this rule; (c) certifying that the child has had a physical exam within a year that released him for participation in athletics, and (d) taking full responsibility for the actions and safety of the child.

***Food and Beverage:*** Food (including chewing gum) is not permitted within the District fitness centers. Beverages, however, are permitted in the District fitness centers if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted. Smoking is not permitted in the District fitness centers.

- (1) Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District fitness centers. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (2) Each individual is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers is permitted in the District fitness centers per approval of the Amenity Manager.
- (4) Hand chalk is not permitted to be used in the District fitness centers.
- (5) Radios, tape players, CD players and other electronic devices are not permitted unless they are personal units equipped with headphones.

- (6) No bags, gear, or jackets are permitted on the floor of the District Fitness Centers or on the fitness equipment. Lockers are available on a daily basis in the bath houses for storage of personal items.
- (7) Weights or other fitness equipment may not be removed from the District fitness centers.
- (8) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- (9) Please be respectful of others. Allow other Patrons, House Guests and Daily Guests to also use equipment, especially the cardiovascular equipment.
- (10) Please replace weights to their proper location after use.
- (11) Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
- (12) Any fitness program operated, established and run by the Amenity Manager may have priority over other users of the District fitness centers.
- (13) The Fitness Center is not intended to be a body-building gym but an exercise facility for Grand Haven Patrons.

### **EQUIPMENT CHECK-OUT AND LOCKER POLICY**

In order to check-out any available athletic equipment owned by the district (i.e. basketballs, tennis racquets, etc.) or temporarily reserve a bath-house locker for personal use, all Property Owners, Registered Renters and Non-Resident Amenity Members must tender their Grand Haven Photo ID card at the Village Center office at the time of check-out. In lieu of a Grand Haven Photo ID card, all other Patrons, other than a Property Owner, Registered Renter or Non-Resident Amenity member, who wish to check-out equipment or reserve a locker must tender a state identification card (i.e. driver's license), and that Patron must be properly identified and registered at the Village Center office by their accompanying Property Owner, Registered Renter or Non-Resident Amenity Member. Upon return of the checked-out equipment or locker key, the Photo ID card or state identification card, as applicable, shall be returned to the Patron. Any Patron signing out any equipment is solely responsible for damaged or missing items.

### **GRAND HAVEN RECREATION FACILITY RESERVATION POLICY**

#### ***Reservation Policy:***

- Staff will take reservations up to one (1) day in advance for the following amenities: tennis, volleyball, basketball, bocce, pickleball, and croquet. Reservations are on a first come, first served basis and can be made either one (1) day prior in person at the Village Center or via telephone, after in-person period has expired up to actual play time by calling the

**Reservation Line at (386) 447-0192.** Staff will not accept voice messages left with the Village Center Office as a reservation. You must speak to a staff member either on the phone or in person to confirm your reservation. Reservations may also be made on the amenity website ([grandhavenamenity.com](http://grandhavenamenity.com)).

- The first and last names of all participants who will be utilizing the reserved facility must accompany the reservation.
- A Patron may only reserve one (1) court or playing field at any one scheduled time. Single player croquet reservations accepted at Village Center Court only.
- Reservations will be accepted by staff during specific times posted at the Village Center Office and are on a first come, first served basis. Times scheduled for reservations acceptance are subject to change based on recommendation by the Amenity Center Manager with approval by the Operations Manager or District Manager.
- Reservations are available for up to 1.5 hour increments for all facilities listed in the reservation policy.
- Please call The Village Center Office if you cannot make your scheduled reservation so we can re-assign the reservation time slot.
- Late arrivals or no shows: we will hold your reservation for 15 minutes past your scheduled start time before re-assigning the reservation time slot.
- At the discretion of the Amenity Director, and the approval of the Operations Manager and the GH CDD Board of Supervisors, certain reservation play day/times may be block-scheduled on a recurring basis to accommodate organized play groups of GH residents. These policies are subject to change at any time pursuant to action by the Board of Supervisors at a duly noticed CDD Board Meeting.

### **TENNIS AND PICKLEBALL FACILITY POLICIES**

**When not subject to a reservation, the courts are available on a first come, first served basis. It is recommended that Patrons desiring to use the courts check with the staff to verify availability. Use of a court is limited to one and a half (1.5) hours when others are waiting, unless the court is used pursuant to a reservation discussed above. If no one is waiting, play may continue.**

As a courtesy to other patrons, we ask that all players please recognize and abide by these rules and guidelines. Remember, not only are these lifetime sports, it is also a game of sportsmanship, proper etiquette and fair play.

- (1) Equipment, if available, may be checked-out from the Village Center office in accordance with the Equipment Check-Out and Locker Policy set forth herein.
- (2) Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.

- (3) Proper shoes and attire, as determined by the Amenity Manager, are required at all times while on the courts. Shirts must be worn at all times.
- (4) Courts are for Patrons, House Guests and Daily Guests only. Patrons may invite House Guests and Daily Guests for play, but shall accompany their House Guests and Daily Guests and register them properly. The limit is three (3) House Guests and Daily Guests to a single court.
- (5) No jumping over nets.
- (6) Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
- (7) Court hazards or damages, such as popped line nails, need to be reported to the Amenity Manager for repair.
- (8) Residents using these facilities must supply their own equipment (rackets, balls, etc.).
- (9) The courts are for the play of tennis and pickleball only. Pets, roller blades, bikes, skates, skateboards, scooters, hoverboards and the like are prohibited on the courts.
- (10) Beverages are permitted at the these facilities if they are contained in non-breakable containers with screw top or sealed lids. No food or glass containers are permitted on the tennis courts.
- (11) No chairs, other than those provided by the District, are permitted on the courts.
- (12) Lights at the these facilities must be turned off after use.
- (13) Children under the age of thirteen (13) are not allowed to use the these facilities unless accompanied by an adult Patron.
- (14) The courts may be reserved by the District for District-sponsored events or functions.
- (15) If you find it necessary to “bump” other players when it is your turn to play:
  - a) Never attempt to enter someone else’s court before your reservation time.
  - b) Never enter the court or distract players while others are in the middle of a point or game.
  - c) Wait outside the entrance gate and politely inform the players that you have a reservation time.
  - d) Allow players to finish out one more point, and then begin the player changeover for the court.



- e) If you are bumped from a court and wish to continue play, please notify the Village Center office staff and they will do their best to get you on the next available court.
- (16) The amenity management company has subcontracted with a qualified tennis professional to offer tennis lessons, at a separate fee, to residents. This is an exclusive contract. No other professional for-profit tennis instruction will be allowed on District courts.

### **VOLLEYBALL COURT POLICIES**

- (1) Volleyball equipment, if available, may be checked-out from the Village Center office in accordance with the Equipment Check-Out and Locker Policy set forth herein.
- (2) Proper volleyball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (3) Proper volleyball or athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black soled shoes allowed.
- (4) The volleyball facility is for the play of volleyball only. Pets, roller blades, bikes, skates, skateboards, scooters, hoverboards and the like are prohibited from use at the facility.
- (5) Beverages are permitted at the volleyball facility if they are contained in non-breakable containers with screw top or sealed lids.
- (6) No chairs, other than those provided by the District, are permitted on the volleyball courts.
- (7) Children under the age of thirteen (13) are not allowed to use the volleyball facility unless accompanied by an adult Patron.
- (8) Please clean up the court after use.
- (9) The volleyball courts may be reserved by the District for District-sponsored events or functions.

### **BASKETBALL FACILITY POLICIES**

- (1) Basketball equipment, if available, may be checked-out from the Village Center office in accordance with the Equipment Check-Out and Locker Policy set forth herein.
- (2) Proper basketball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (3) Proper basketball or athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black soled shoes allowed.

- (4) The basketball facility is for the play of basketball only. Pets, roller blades, bikes, skates, skateboards, scooters, hoverboards and the like are prohibited from use at the facility.
- (5) Beverages are permitted at the basketball facility if they are contained in non-breakable containers with screw top or sealed lids.
- (6) No chairs, other than those provided by the District, are permitted on the basketball courts.
- (7) Children under the age of thirteen (13) are not allowed to use the basketball facility unless accompanied by an adult Patron.
- (8) Please clean up court after use.
- (9) The basketball courts may be reserved by the District for District-sponsored events or functions.

### **DISTRICT PLAYGROUND/TOT LOT POLICIES**

- (1) Children under the age of eight (8) must be accompanied by an adult Patron.
- (2) No roughhousing on the playground.
- (3) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground/soccer field. Glass containers are prohibited.
- (4) Use of the playground may be limited from time to time due to a sponsored event, which must be approved in advance by the District Manager.
- (5) The use of profanity or disruptive behavior is absolutely prohibited.
- (6) Patrons, House Guests and Daily Guests who use the playgrounds do so at their own risk.
- (7) The playgrounds may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.

### **BOCCE POLICIES**

- (1) Bocce equipment, if available, may be checked-out from the Village Center office in accordance with the Equipment Check-Out and Locker Policy set forth herein.
- (2) Horseplay is not permitted.
- (3) Appropriate dress is required on the court. This includes no bare feet.

- (4) Bocce balls should not be tossed or thrown outside of the court.
- (5) Players on the opposite end of the playing or throwers end should stand outside of the court walls. Sitting on the walls is permissible provided one's legs are on the outside of the walls. Please report any loose boards, protruding nails, etc., to the staff.
- (6) Children under thirteen (13) years of age must be supervised by an adult Patron. Supervising adult Patrons must understand the rules of the game.
- (7) Please brush the playing surface at conclusion of play.
- (8) The bocce courts may be reserved by the District for District-sponsored events.

### **POLICIES FOR CREEKSIDE CROQUET FACILITIES**

- (1) Croquet equipment, when available, is located in courtside boxes.
- (2) Appropriate dress and shoes are required on the court. This includes no bare feet.
- (3) Balls and mallets are not to be thrown. Participants waiting their turn to hit should stand off the croquet lawn.
- (4) Children under thirteen (13) years of age who play must be supervised by an adult Patron who knows the rules and regulations of croquet.
- (5)
- (5) The croquet courts are intended for croquet only and should not be used for any other activity.

### **POLICIES RELATED TO THE WATERSIDE PARKWAY SIDEWALKS/ ESPLANADE**

- (1) The sidewalks along Waterside Parkway (the "Walkway") and the Esplanade are designated as Amenity Facilities for pedestrian walking activities. A person propelling a bicycle upon and along a sidewalk, path, Esplanade or across a roadway upon and along a crosswalk, shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian and otherwise complies with Fla. Stat. §316.2065 and other applicable regulations.
- (2) No electric bicycle or motorized scooter shall be used on the Walkway except that an electric bicycle may be used if the motor is in the "off" position and the electric bicycle is being operated solely through pedal power or when the motor is on and a Pedal Assist System is operating in a manner to simulate Pedal Power.

- (3) In any location where interaction occurs between pedestrians and bicycles, all parties are expected to act in a safe and cooperative manner that facilitates the safety and clear passage rights of both pedestrians and riders.

### **VILLAGE CENTER CAFÉ POLICIES**

The Village Center Café is available for use during posted hours of operation. Proper attire must be worn at all times when in the café or when seated on its patio; shoes and shirts are required to receive service. All Patrons, House Guests and Daily Guests are also required to adhere to any posted policy regarding the café that has been approved by the Board of Supervisors.

### **FISHING PIERS FACILITY POLICIES**

The District owns piers which are suitable for fishing and related activities. They are the Front Street Center Park Fishing Pier, the Golf Club Fishing Pier and the Marlin Drive Fishing Pier and also owns two walking bridges in Wild Oaks, the Ditch 10 Walking Bridge and the Tract H Walking Bridge. The Piers and Walking Bridges are collectively referred to as the “Fishing Piers” and are subject to the following policies.

- (1) The Fishing Piers are available for use by Patrons, House Guests and Daily Guests on a first come first served basis.
- (2) All Patrons, House Guests and Daily Guests are required to adhere to the “**Fishing Policy**” section contained herein for those piers that are located on the lake/stormwater facilities.
- (3) Patrons, House Guests and Daily Guests are required to adhere to all state and local laws regarding fishing.
- (4) Patrons House Guests and Daily Guests are required to obtain and possess any and all required fishing licenses and/or permits as may be required by applicable law(s).
- (5) Patrons, House Guests and Daily Guests are required to remove and clean any fishing related debris. Please respect others and District property by cleaning up after yourself when using the Fishing Piers.
- (6) Children under the age of thirteen (13) shall not use the Fishing Piers unless accompanied by an adult Patron.
- (7) Due to required Florida Inland Navigation District deckboard spacing, proper footwear is required.

## **DOG PARK POLICIES**

- (1) The District is not responsible for injuries to dogs, their owners/handlers, or others that use the Dog Park. This area is for dogs and their handlers/owners only.
- (2) Aggressive dogs are strictly forbidden within the fenced dog park. Violators will face permanent suspension from the dog park.
- (3) Dog owners/handlers must respect the rights of others to use this area by maintaining control of their pets at all times.
- (4) Dogs must be on leash and under control by their owners/handlers at all times outside of the fence Dog Park.
- (5) Children under the age of 6 are prohibited from entering the fenced dog park area. An adult, who is accountable for their behavior and well-being, must accompany children between the ages of seven (7) and twelve (12).
- (6) Owners/handlers must immediately clean up after their dog(s) and properly dispose of the waste.
- (7) No smoking or food within fenced area (human or dog).
- (8) Owners/handlers must remain inside, with leash, with view and voice control of their dog(s) at all times.
- (9) Limit of two dogs per adult.
- (10) Dog Park gates must be closed immediately after entering or exiting the facility.
- (11) All dogs must be healthy, vaccinated, and collared – with identification.
- (12) Dogs in heat and puppies under four months of age are prohibited.
- (13) Excessive barking is prohibited. Dogs barking excessively must be removed.
- (14) Owners/handlers must stop their dogs from digging and immediately fill any holes dug.
- (15) Only flying disc and tennis ball type toys are permitted within fenced area.

## **GRAND HAVEN ROOM AT THE VILLAGE CENTER: RENTAL POLICIES**

Property Owners, Registered Renters and Non-Resident Amenity Members may reserve the Grand Haven Room through the Amenity Manager’s office for various meetings, classes, events, etc. for a maximum of five (5) hours per event. The five (5)-hour limitation can only be exceeded upon



specific authorization from the Board. Reservation of the Grand Haven Room is on a first come, first served basis and is subject to approval by the Amenity Manager. A refundable deposit is required and will be returned after the function is complete provided there is no evidence of damage to the facility.

All food and beverages, including alcohol, used in the Grand Haven Room must be purchased through the Village Center Café (with the exception of cakes needed for special events, such as weddings, birthdays, etc.).

Alcoholic beverage sales and service are regulated by the State of Florida. Therefore, it is District policy that no alcohol of any kind is to be brought into, or taken away from, the facility.

A cleanup fee is generally required for all functions. Please contact the Village Center to make the proper arrangements regarding availability and various other service fees.

No open burning or campfires are allowed at the facility.

Below are the policies and guidelines set forth and agreed upon by the Board and Amenity Manager regarding events in the Grand Haven Room:

### **Policies**

- (1) Applicant must be a Property Owner, Registered Renter or Non-Resident Amenity Member
- (2) Applicants may reserve the Grand Haven Room only, as the patio and pool may not be reserved for private use.
- (3) Facilities will be reserved on a first-come, first-served basis.
- (4) Applicant may reserve the Grand Haven Room for up to five (5) hours only; unless they request and receive prior approval from the Board of Supervisors.
- (5) All applicants will be required to fill out and sign the District Facility Use Application Agreement at the Village Center office.

### **Schedule of Fees/Deposits**

- (1) A non-refundable room rental fee for the Grand Haven Room will be charged as follows: \$50.00 for up to 25 guests, and \$100.00 for 26 guests or more. A final guarantee (number) of Guests is to be conveyed to the Amenity Facilities' events planner no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made out to the "Grand Haven Community Development District" and submitted to the Village Center Office.

- (2) A refundable security deposit of \$150.00 shall be charged to the persons making the reservation and shall be submitted to the Village Center Office in the form of a separate check (which shall be made payable to the “Grand Haven Community Development District”).
- (3) A staff and/or administrative charge for services provided by the Amenity Manager, if applicable, will be added to include any necessary fees (i.e., setup, breakdown, kitchen use, additional after hour facilitators, etc.) and will be specified in the reservation documents provided by the Amenity Manager; these additional charges shall be payable to the Amenity Manager and are not fees of the District.
- (4) The Board of Supervisors has the right to waive room rental fees and usage limits that do not exceed the fire code for private rentals, events, or activities they have reviewed on a case by case basis at the request of the Amenity Center Manager, District Manager or any Patron.
- (5) The fees provided for herein may be increased by the Board at a regular public meeting in an amount not to exceed fifteen (15) percent during any given year without the need to amend these rules.

### **INDEMNIFICATION**

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner’s officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District’s sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

### **CREEKSIDE ATHLETIC CLUB: RENTAL POLICIES**

Property Owners, Registered Renters and Non-Resident Amenity Members may reserve, for a rental fee, the entire fenced-in Pool and Tiki Bar area of the Creekside Athletic Club for private events by contacting the Amenity Manager’s office. Reservations will be on a first come, first serve basis and are subject to approval by the Amenity Manager. This area is available for rental on four (4) occasions per month during regular hours of operation and for an unlimited number of occasions when the function is held after the normal hours of operation for the facility; but in no event shall the areas be available for use beyond 10:00 p.m. The Pool and Tiki Bar area may not be rented on two (2) consecutive weekend days in a row (Friday, Saturday, and Sunday). Reservations may not be made more than three (3) months prior to the event. Please note that the facility is unavailable for December holiday parties and private events on the following holidays\*:

Easter Sunday  
New Year's Eve  
Labor Day

Memorial Day  
New Year's Day  
Thanksgiving

Christmas Day  
Christmas Eve  
4th of July

*\*This policy may be amended at the discretion of the Amenity Manager on a case by case basis. Please understand that an additional staffing charge may apply for these holiday dates and times.*

### **Available Facilities**

The entire Pool and Tiki Bar area of Creekside Athletic Club is available for rental for up to five (5) total hours (including set-up and post-event cleanup); unless they have requested and received prior approval from the Board of Supervisors. The Pool and Tiki Bar may only be rented as one combined area and will not be rented as separate areas. The charge for rental of the Pool and Tiki Bar area is Three Hundred Dollars (\$300.00). The number of Patrons and Guests will be limited to the maximum capacity allowed by state laws, ordinances, rules or regulations.

The Creekside offices, fitness center, and other athletic facilities are not available for private rental and shall remain open to other Patrons, House Guests and Daily Guests during normal operating hours. The persons renting the Pool and Tiki Bar area of Creekside shall be responsible for any and all damage and expenses arising from the event.

The fees provided for herein may be increased by the Board at a regular public meeting in an amount not to exceed fifteen (15) percent during any given year without the need to amend these rules.

### **Reservation Procedures**

Property Owners, Registered Renters and Non-Resident Amenity Members interested in reserving this area must submit to the Amenity Manager's office a completed and signed Facility Use Application. At the time of approval, two (2) checks or money orders (no cash) made out to "Grand Haven Community Development District" shall be submitted to the Amenity Manager in order to reserve the area. One check shall be for the amount of the room rental fee and the other check shall be for a deposit in the amount of Two Hundred Dollars (\$200.00).

An additional deposit of Three Hundred Dollars (\$300.00) shall be required for all approved events serving alcoholic beverages. The Amenity Manager will review the Facility Use Applications on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration.

The fees provided for herein may be increased by the Board at a regular public meeting in an amount not to exceed fifteen (15) percent during any given year without the need to amend these rules.

## **Staffing**

Property Owners, Registered Renters and Non-Resident Amenity Members holding a private event in the Pool and Tiki Bar Area are required to pay for an additional staff person for such event, unless the private event is being held during Creekside Athletic Club's normal operating hours and sufficient staff is already present.

## **Deposit**

As stated above, a deposit in the amount of Two Hundred Dollars (\$200.00) is required by the time the reservation is approved (not including additional alcohol deposits, if applicable). To receive a full refund of the deposit, the following must be completed:

1. Ensure that all garbage is removed and placed in the dumpster.
2. Remove all displays, favors or remnants of the event.
3. Restore the furniture and other items to their original position.
4. Wipe off counters, table tops and sink area.
5. Ensure that no damage has occurred to the Creekside Athletic Club and its property.

If additional cleaning is required, the Patron reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Amenity Manager shall determine the amount of deposit to be returned, if any.

## **General Policies**

- (1) Property Owners, Registered Renters and Non-Resident Amenity Members are responsible for ensuring that their House Guests and Daily Guests adhere to the policies set forth herein.
- (2) The Pool and Tiki Bar area may be rented in addition to the posted regular hours of operation of the facility; such hours are subject to change. Please see the Amenity Manager for details relating to additional staffing cost, staffing availability and facility availability. Please note that all policies of the Amenity Facilities remain in force for these special circumstances.
- (3) The volume of live or recorded music must not violate applicable City of Palm Coast noise ordinances.
- (4) The Pool and Tiki Bar Area will close at 10:00 p.m. when it is rented outside of normal hours of operation.
- (5) No glass, breakable items or alcohol are permitted in or around the pool deck area.
- (6) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages.

This policy regarding insurance coverage also pertains to certain events the District determines should require additional Event Liability coverage on a case by case basis (to be reviewed by the District Manager or the Board of Supervisors). The District shall be named as an additional insured party on any such policies, and a certificate of insurance illustrating the appropriate coverage amount and parties is to be provided to the Amenity Manager prior to the event.

- (7) When the facility is rented or reserved for a private function, food and non-alcoholic beverages shall only be provided by a licensed caterer or a restaurant service.
- (8) Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service will be required to provide to the Amenity Manager a certificate of insurance, naming the District as an additional insured party.
- (9) Patrons are not allowed to bring or use grills or smokers at Creekside Athletic Club. Patrons may hire an insured caterer to provide this service. The location of any grill or smoker will be at the discretion of the Amenity Manager. Such catering service will be required to provide to the Amenity Manager a certificate of insurance, naming the District as an additional insured party.
- (10) The Board of Supervisors has the right to waive rental fees and usage limits that do not exceed the fire code for private rentals, events, or activities they have reviewed on a case by case basis at the request of the Amenity Center Manager, District Manager or any Patron.

### **Indemnification**

Each organization, group or individual reserving the use of a Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

## **COMMUNITY GAZEBO POLICIES**

### **Reservation and Parking**

Property Owners, Registered Renters and Non-Resident Amenity Members may reserve either of the two Community Gazebos located at **Front Street Center Park\*** and at the **Golf Course Clubhouse Pier\*\*** for private events by contacting the Operations Manager's office (386) 447-1888. Reservations will be on a first come, first serve basis and are subject to approval by the Operations Manager or District Manager. Property Owners, Registered Renters and Non-Resident



Amenity Members interested in reserving these areas must submit to the Operations Manager's office a complete and signed CDD Gazebo Facility Use Application, a copy of which may be obtained from the Operations Manager. The Gazebos are available from dawn to dusk each day.

*\*The Front Street Center Park has no adjacent parking facility. Residents and guests are encouraged to leave vehicles in the District parking lot at the Golf Clubhouse on Riverfront Drive and arrange transportation to and from this lot. Please note that a Palm Coast City Ordinance prohibits parking on streets 24 hours a day, 7 days a week, within City limits (including the streets within Grand Haven) and the Flagler County Sheriff has the authority to enforce this ordinance within the District*

### **General Policies**

- (1) The Property Owners, Registered Renters and Non-Resident Amenity Members utilizing the Gazebo shall be responsible for thoroughly cleaning the Gazebo and its surrounding area subsequent to their use so that it is in as good a condition as existed prior to their use. Should the Property Owners, Registered Renters or Non-Resident Amenity Members fail to perform such adequate cleaning, the District shall have the option of cleaning, or causing to be cleaned, the Gazebo and the surrounding area and billing said Property Owners, Registered Renters or Non-Resident Amenity Members any fees or charges incurred relating to such cleaning.
- (2) Property Owners, Registered Renters and Non-Resident Amenity Members utilizing the Gazebo are responsible for ensuring that their House Guests and Daily Guests in attendance (if any) adhere to the policies set forth herein.
- (3) The volume of live or recorded music played at the Gazebo must not violate applicable City of Palm Coast noise ordinances.
- (4) Due to required deckboard spacing, proper footwear is required.

### **Indemnification**

Each organization, group or individual reserving the use of CDD facilities agrees to indemnify and hold harmless the Grand Haven Community Development District ("District) and the amenity management firm, and the respective officers, agents and employees of each, from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the district lands, premises and/or facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agent, employees and officers shall not be liable for, and the Property Owners, Registered Renters and Non-Resident Amenity Members user shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person

claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

### **FISHING POLICY**

Patrons, Registered Renters, persons who have paid and are current in payment of the Annual Use Fee or House Guests and Daily Guests who have registered and paid the applicable Daily Fee required by these Rules, may fish from certain lake/retention pond areas during daylight hours within the Grand Haven Community Development District. Persons authorized to fish in the lake/retention ponds must possess a Smart Amenity Access Card (SAAC) on their person or a current Amenity Use Pass as provided through the Village Center Amenity Office. The SAAC may be scanned by District staff to verify person's current authorized use of the amenity.

Access to these bodies of water shall only be through the proper access points, and no persons shall fish in the area between the lake/retention pond and a private residence (the "Restricted Area") except for persons residing in that private residence or invitees of persons residing in that private residence who otherwise have rights to use the Amenity Facilities. The District shall have the authority to post "No Trespassing" signs on portions of the pond banks where fishing would violate the foregoing rule. Whether such a sign is placed or not, persons who violate this rule by fishing in a Restricted Area, or by gaining access to any pond through a Restricted Area, are guilty of trespassing and are subject to legal action. No persons other than those listed in this paragraph are entitled to fish in the lake/retention ponds under any circumstances. No watercrafts of any kind are allowed in these bodies of water. Any violation of this policy will be reported to the local authorities and may subject the offender to use of the trespass remedies provided for in these rules.

Swimming is also prohibited in any of the lake/retention areas. Please use the pools at the Amenity Facilities for swimming. The District has a "**CATCH AND RELEASE**" policy for all fish caught in the lake/retention areas. You **must** return all fish caught to the same body of water in which they were caught. These bodies of waters are only intended for catch and release, as they are mostly retention ponds and manmade lakes. The purpose of these bodies of water is to help facilitate the District's natural water system for runoff and overflow. The catch and release policy does not apply to the Fishing Piers located on saltwater bodies.

Persons violating the Fishing Policy may be subject to restrictions or suspension from further fishing on the lake/retention ponds in the manner set forth in the section entitled "Expulsion from Premises; Suspension and Termination of Privileges."

### **TRASH TO TREASURES COMMUNITY YARD SALE**

The Amenity Director is authorized to hold a Community Wide "Trash to Treasures" Sale (Garage Sale) on District common property no more than twice per year. The sale cannot be advertised outside Grand Haven and is intended only for Grand Haven Residents.

## EXPULSION FROM PREMISES; SUSPENSION AND TERMINATION OF PRIVILEGES

### Relating to the Health, Safety and Welfare of the Patrons and Damage to Amenity Facilities:

Notwithstanding anything contained herein, the Amenity Facilities Staff may, at any time, remove any Patron, House Guests and Daily Guests from the premises and/or restrict or suspend any Patron's, House Guest's and Daily Guest's privileges to use any or all of the Amenity Facilities (the procedures for which are outlined below), when such action is necessary to:

1. Protect the health, safety and welfare of other Patrons, House Guests and Daily Guests.
2. Protect the health, safety and welfare of District Employees and Amenity Facilities Staff.
3. Protect the Amenity Facilities from damage.
4. Protect the District's Food & Beverage Operator's ability to comply with all local, state and federal guidelines.

### Expulsion from Premises:

Expulsion of a Patron, House Guests and Daily Guests from District premises shall be at the discretion of the District's Operations Manager, District Manager, Amenity Facilities Staff, or the Board of Supervisors, resulting from:

1. Hostile behavior that is a threat, or is likely to be perceived as a threat, to other Patrons/ House Guests and Daily Guests, District Staff~~Staff~~Employees, Amenity Facilities Staff, and/or ~~district~~-District property. Such hostile behavior shall include, but not be limited to excessive argumentative behavior, violence or threats of violence.
2. Behavior that, if left unchecked by Staff, could either jeopardize the Food & Beverage Operator's Food & Beverage license(s) or otherwise affect its lawful operation of the District's Food & Beverage facilities.
3. Commission or threat of the commission of a criminal act occurring on District premises.
4. Failure to comply with these Rules after being directed by the Amenity Facilities Staff or District Employees to do so.
5. Knowing and willful misrepresentation of himself or herself, through conduct or verbal or written notice, as using a Service Animal and being qualified to use a Service Animal or as a trainer of a Service Animal.

Such physical expulsion from the premises shall be undertaken only by local Sheriff's deputies and not District or Amenity Facilities Staff, or a member of the Board of Supervisors. For these purposes, District's Operations Manager, District Manager, and the on-duty members of the Amenity Facilities Staff are hereby delegated the authority to execute a trespass notice adequate to cause the Sheriff's Department to expel the offending person. Upon issuance of a trespass

notice, a copy shall be promptly transmitted to the District Manager. At the Board of Supervisors meeting next following issuance of the trespass notice, the Board shall discuss the notice and determine whether to ratify, extend or cancel the notice, and the Board shall follow the procedures set forth below in that regard.

**Restriction or Suspension of District Privileges:**

The authority to restrict or suspend any Patron’s, House Guest’s and Daily Guest’s privileges to use any or all of the Amenity Facilities is formally granted by the Board of Supervisors to the District Operations Manager, District Manager, and/or the Amenity Manager. Such action may be initiated by the District Manager, District Operations Manager, or Amenity Manager, with its final determination made by the Board of Supervisors at the next Board of Supervisors meeting (or as soon as practical). For more details, see “District Suspension and Termination Process” outlined below.

**Relating to District Policies and Fees for All Amenity Facilities:**

A Patron’s, House Guest’s and Daily Guest’s privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and a Patron, House Guest and Daily Guest may also be required to pay restitution for any property damage, if a he or she:

1. Fails to abide by the District Policies and Fees for All Amenity Facilities established and approved by the Board of Supervisors.
2. Submits false information on the application for an Access Card or House Guest and Daily Guest pass, on the Property Owner or Registered Renter authorization forms, or on any other documents utilized by the District in connection the use of the Amenity Facilities.
3. Permits unauthorized use of an Access Card or House Guest and Daily Guest pass.
4. Violates applicable law or ordinance.
5. Treats District ~~Staff~~ Employees or the personnel or employees of the Amenity Facilities Staff, or Patrons and Guests, in an hostile, unreasonable, or abusive manner. Such treatment includes, but is not limited to verbal and/or written communication.
6. Engages in conduct that is improper or likely to endanger the welfare, or safety of the District or Amenity Manager’s staff, or Patrons and Guests.
7. Damages or destroys District property.
8. Compromises the integrity of security measures at any gated vehicle entry within the District. This activity shall include opening the gate for unauthorized vehicles, lifting the gate arm by hand, driving around the gate arms in motorcycles or other motorized vehicles or otherwise permitting vehicles to enter the District in a manner which is inconsistent with the District’s gatehouse and GAD policies.

9. Fails, after notice, to comply with registration policies which may be adopted by the Board from time to time to identify those owners or registered renters who are authorized to use the Amenities.
10. Violates the District's Rules related to parking.
11. Knowing and willful misrepresentation of himself or herself, through conduct or verbal or written notice, as using a Service Animal and being qualified to use a Service Animal or as a trainer of a Service Animal.

### **Consent to Video or Audio Recording:**

In order to protect the safety of the District, the Amenity Facilities and their guests and occupants, and to otherwise assist in the administration of these rules, the District may elect, from time to time, to install and operate various forms of video and audio monitoring devices within or upon the District's property. By use of the Amenity Facilities or other District property, each user consents to the recording and storage of video images or audio recordings by electronic means. The District shall have the right to disregard incident reports which are not filed within thirty (30) days of the occurrence of an injury or alleged violation of these Rules, because the delay impairs the ability of the District to review and verify the incident through these electronic means.

### **District Suspension and Termination Process:**

In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the preceding paragraph, the District shall follow the process outlined below with regard to suspension or termination of a Patron's, House Guests and Daily Guests privileges to use the amenity facilities:

1. First Offense – Issuance of either a Verbal or a Written Warning by Staff of policy violations. After the initial Verbal or Written Warning, a follow-up written summary by the Amenity Manager or Operations Manager shall be transmitted to the CDD office. The summary shall describe the alleged offense in sufficient detail, and shall also state whether the matter is considered to have been resolved at the time of the warning. After the time of such transmittal, the summary shall be reviewed by the Chairman of the Board of Supervisors, or his designee, to determine what, if any, additional action shall be taken. The Chairman or his designee may make such investigation or inquiry as may be necessary to determine any further course of action, including efforts to resolve the matter through informal means. At the discretion of the Chairman or such designee, the matter may be considered settled at that time, or further action may be required. The Chairman, or his designee, may at that time determine to deliver a written warning (a "Notice of First Offense"), which shall be sent by such designee or the District Manager by certified mail to the resident's mailing address on file. (The Notice of First Offense may not necessarily occur immediately at the time of the violation, due to frequent, past instances of Patrons' refusal to provide their name or contact information to Staff.) The Notice of First Offense shall have a term of sixty (60) days. However, if the Chairman or his designee believes that a longer term is warranted, the matter



may be referred to the Board of Supervisors, which may, by action taken at a Board meeting, elect for the Notice of First Offense to have a longer term. Notwithstanding the foregoing, in the event that the First Offense falls within the scope of conduct described above under “Expulsion from Premises,” no warning shall be necessary prior to contacting the Sheriff’s Department and issuing the trespass notice described above. If the offense involves interference with the integrity of the guardhouse policies or the GAD policy, the Board may elect to suspend and deactivate any GAD that has been assigned to the offender and may suspend the offender’s right to register names with the guardhouse or make use of automatic call boxes to permit entry remotely at gates. In the event that a Patron, House Guest or Daily Guest has committed an act described in 1 through 4 under the section titled “Expulsion from Premises,” the Board may take one or more of the actions described under “Second Offense” and “Third Offense” below without requiring any additional warning.

2. Second Offense – In the event that a second violation of the rules regulations and procedures set forth herein occurs during the effective term of an existing Notice of First Offense, or in the event that more than one Notice of First Offense has been delivered to the offender during the twelve (12) month period immediately preceding the offense, the offender shall be subject to suspension of all Amenity Facilities privileges by District Manager or the Board of Supervisors until further notice, for a period of up to ninety (90) days. Again, confirmation of this action shall be sent by certified mail to the resident.

A written report shall be provided by the Amenity Manager or the District Operations Manager to the District Manager, and a final decision relating to the final term of suspension of privileges shall be made by the Board of Supervisors either within one (1) month of the incident or by the next Board of Supervisors meeting, whichever comes first.

3. Third Offense – Automatic suspension of all Amenity Facilities privileges for a minimum of ninety (90) days, with confirmation sent to the resident by certified mail. At the next Board of Supervisors meeting, a written account of all previous offenses shall be submitted by the Amenity Manager, Operations Manager or District Manager and shall be reviewed by the Board of Supervisors, with possible suspension of privileges beyond ninety (90) days, including possible termination of the Patron’s, House Guest’s and Daily Guest’s privileges for one (1) or more years.

Note 1: Should a Patron, House Guest and Daily Guest ignore or otherwise violate his or her suspension of privileges by such behavior as continuing to attempt to use the Amenity Facilities, Staff has the authority to call the Sheriff’s deputy to report a trespass upon the District’s premises.

Note 2: Adherence to the above procedures for suspension and/or termination of district-use privileges has no bearing whatsoever on whether a Patron, House Guest and Daily Guest may be physically removed from District premises, as described previously.

Note 3: Amenity Access cards will be confiscated or deactivated upon suspension and/or termination of privileges, with notification to the Operations Manager and Amenity Manager.

## **Notification and Right to Hearing.**

Upon the taking of action by the Board of Supervisors regarding the suspension or expulsion of a person from the use of the Amenity Facilities, the District Manager shall provide notice, by certified mail, of the Board's determination, at the most recent address provided by such person in the District's records. Within fifteen (15) days from receipt of such notice, the person having been suspended or expelled (the "Affected Person") may request in writing, sent by certified mail to the District Offices, that the Board of Supervisors conduct a hearing regarding the suspension or expulsion. The right to a hearing, the requirement of written notice and the address to which such notice is to be sent, shall be clearly set forth in the District Manager's notice.

If the Affected Person requests a hearing, the Board of Supervisors shall set a date and time, not later than forty-five (45) days after the written request, and shall conduct a hearing regarding its decision to suspend or expel the person from the amenity facilities. The District Manager shall give written notice, by certified mail, of the date and time of the hearing. At such hearing:

The Affected Person shall have the right:

- to counsel of his/her own choice;
- to hear or read a full report of testimony of witnesses;
- to confront and cross-examine witnesses who appear in person at the hearing;
- to present his or her own witnesses;
- to testify in his or her own behalf and to give reasons for his or her conduct; and
- to a fair and impartial decision based on substantial evidence.

The District shall keep a record of the proceedings by tape recording or court reporter, at its option. However, if anyone chooses to appeal any decision of the Board with respect to any matter considered at the hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based.

The conduct of the hearing shall proceed generally in accordance with the Florida Rules of Civil Procedure and Florida Evidence Code, except that the formality of the proceedings shall not be as great as that of a court proceeding. The introduction of hearsay evidence shall not be objectionable.

At the conclusion of the hearing, the District's Board of Supervisors shall, by majority vote, determine whether to uphold or modify its prior action. The Board's actions shall be read into the record at the hearing and shall include findings of fact supporting the action.

If the Affected Person wishes to appeal the determination of the Board of Supervisors, he/she may file a petition for writ of certiorari as authorized in the manner prescribed by the state appellate rules in the circuit court of the county, to review the decision of the Board of Supervisors. The court shall not conduct a trial de novo. The proceedings before the Board of Supervisors, including the testimony of witnesses, and any exhibits, photographs or other documents filed before them,

shall be subject to review by the circuit court of the county. The petition together with the transcript of the testimony of the witnesses, as record of the proceedings, shall be filed in the circuit court within thirty (30) days after the pronouncement of the ruling by the Board of Supervisors to which such petition is addressed.

# EXHIBIT 15

**RESOLUTION 2023-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT AMENDING THE DISTRICT’S RULES, POLICIES AND FEES FOR ALL AMENITY FACILITIES; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, pursuant to the provisions of Fla. Stat. §190.012(2)(a), the Grand Haven Community Development District ("District") is the owner of and operates various amenity facilities (the "Amenities") within the boundaries of the District;

**WHEREAS**, pursuant to the provisions of Fla. Stat. §190.012(3), Board of Supervisors of the District ("Board") has the right to adopt and enforce reasonable rules and regulations regarding the use and operation of District Amenities;

**WHEREAS**, the Board has previously adopted its Rules, Policies and Fees for All Amenity Facilities (the "Amenity Rules"); and

**WHEREAS**, the Board desires to review and amend the Amenity Rules; and

**WHEREAS**, the Board duly noticed and on January 19, 2023 conducted a public hearing pursuant to the terms of Florida Statutes, Chapters 190 and 120 and, having taken and considered public comment, determined to adopt the Amenity Rule amendments.

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

1. The District’s Amenity Rules are hereby amended as shown in the attached Exhibit “A” to this Resolution [NOTE: Additions to text are indicated by underline; deletions by ~~strikeout~~].
2. The District’s Manager and Attorney are authorized to take actions as reasonably necessary to effectuate the purposes of this Resolution.
3. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 19<sup>th</sup> day of January, 2023.

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Secretary/Assistant Secretary

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Chair/Vice Chair



**GRAND  HAVEN**  
**COMMUNITY DEVELOPMENT DISTRICT**

**RULES, POLICIES AND FEES FOR  
ALL DISTRICT AND AMENITY  
FACILITIES**

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*Amended through August 18, 2022January 19, 2023 by the  
Board of Supervisors*

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**Adopted: ~~8/18/2022~~1/19/2023**

**Grand Haven Village Center Office**  
2001 Waterside Parkway  
Palm Coast, Florida 32137  
(386) 447-0192

**Operations Manager's Office**  
2 North Village Parkway  
Palm Coast, Florida 32137  
(386) 447-1888



## DEFINITIONS

**“Amenity Facilities”** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Village Center and the Creekside Athletic Club, together with their appurtenant facilities and areas, the Wild Oaks dog park facility and appurtenant common areas, the golf course parking areas owned by the District, the sidewalks and other areas adjacent to Waterside Parkway, the Esplanade, together with any other such facilities referenced in these Rules. Amenity Facilities shall also include any other areas described in these Rules and the lakes/stormwater ponds owned by the District to the extent that they may be used for fishing purposes as described below. “Amenity Facility” shall mean any of the Amenity Facilities, individually. These rules also apply to any location where the District conducts business, has offices, or utilizes employees.

**“Amenity Facilities Policies” or “Policies” or “Rules”** – shall mean these Amenity Facilities Policies of Grand Haven Community Development District, as amended from time to time.

**“Amenity Manager”** – shall mean the management company, including its employees, staff and agents, contracted by the District to manage all Amenity Facilities within the District, which facilities include, but are not limited to, the Village Center and the Creekside Athletic Club.

**“Annual User Fee”** – shall mean the fee established by the District for any person that is not a Property Owner and wishes to become a Non-Resident Amenity Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

**“Board of Supervisors” or “Board”** – shall mean the Grand Haven Community Development District’s Board of Supervisors.

**“Daily Guest”** – shall mean any person or persons who are invited for the day by a Patron to participate in the use of the Amenity Facilities.

**“Designated Parking Area”** – shall mean the area designated for parking adjacent to a specific Amenity Facility, individually.

**“District”** – shall mean the Grand Haven Community Development District.

**“District Employee” - shall mean any person employed by the District to provide services within the District.**

**“District Manager”** – shall mean the professional management company with which the District has contracted to provide management services to the District.

**“Family”** – shall mean no more than two persons over the age of eighteen (18) years, occupying a single dwelling unit and using common cooking facilities, together with their lineal descendants or adopted children, but for purposes of these Rules governing use of the Amenity Facilities, a Family shall not exceed two (2) persons for each bedroom contained in the originally

permitted design for the dwelling unit owned or rented by the Family. Whenever these Rules refer to use of the Amenity Facilities by Registered Renters, a family shall consist only of those persons listed on a written lease agreement and their lineal descendants or adopted children, not to exceed two (2) persons for each bedroom contained in the originally permitted design for the dwelling unit. Whenever these rules refer to use of the Amenity Facilities by a Non-Resident Amenity Membership, a Family shall not exceed five (5) persons in total.

**“House Guest”** – shall mean any person who is temporarily residing as a guest in a Property Owner’s or Registered Renter’s home overnight for one night or longer. A House Guest may not be a resident of Flagler County, Florida.

**“Individual with a Disability”** - shall mean a person who has a physical or mental impairment that substantially limits one or more major life activities of the individual as described in section 413.08(1)(b), Florida Statutes.

**“Non-Resident”** – shall mean any person or persons that do not own property within the District or who are not Registered Renters.

**“Non-Resident Amenity Member”** – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

**“Patron” or “Patrons”** – shall mean Property Owners, Daily Guests, House Guests, Non-Resident Amenity Members, and Registered Renters/Leaseholders, each of whom is eighteen (18) years of age and older.

**“Property Owner”** – shall mean any person or family owning property within the Grand Haven Community Development District. For purposes of this definition and these Rules, “owning property within the Grand Haven Community Development District” shall refer to those residential properties that are contained within the jurisdictional boundaries established by ordinance for the Grand Haven Community Development District and which are contained within the “benefitted properties” being assessed annually for the District’s Operation and Maintenance Special Assessments levied pursuant to Fla. Stat. §190.021(3).

**“Renter”** – shall mean any tenant residing in a Property Owner’s home pursuant to a valid rental or lease agreement.

**“Registered Renter”** -- a tenant to whom a Property Owner has assigned the beneficial rights to use the Amenity Facilities pursuant to these Rules.

**“Service Animal”** – shall mean a dog or miniature horse that is trained to do work or perform tasks for an individual with a physical, sensory, psychiatric, intellectual, or other mental disability, that meets all of the requirements set forth in section 413.08(1)(d), Florida Statutes. A Service Animal is not a pet or an emotional support, therapy, comfort, or companion animal. As used herein, the term Service Animal may include more than one animal per Individual with a Disability.

## **PHOTO IDENTIFICATION CARDS**

Photo ID Cards, or other forms of identification or access control established by the Board of Supervisors from time to time, will be issued to all members of each Property Owner's household as well as all Registered Renters and Non-Resident Amenity Members; this includes children thirteen (13) years of age and older. There is a charge, as established by the Board of Supervisors from time to time, to replace lost or stolen cards. The District may, from time to time, provide for the use of electronic devices intended to admit entry to the perimeter vehicle entry points by remote means (the "Gate Access Device" or "GAD"). Possession and use of a GAD is a privilege, not a right associated with Property ownership or other form of membership, and is subject to policies as they may be established by the Board of Supervisors, from time to time. It is a condition for the use of the Amenity Facilities that a Property Owner, Registered Renter or Non-Resident Amenity Member shall have complied with registration and access control policies established by the Board of Supervisors.

Notwithstanding the foregoing, or any other provision in these Rules, the Village Center Cafe shall be available for use by paying customers who are accompanied by a Property Owner, Registered Renter or Non-Resident Amenity Member but who are not themselves Property Owners, Registered Renters or Non-Resident Amenity Members (a "Cafe Guest") without the necessity of obtaining a Photo ID Card or paying a Daily Guest Fee. Any Cafe Guest is still bound to follow the provisions of these Rules that do not relate to Photo ID Cards or fees, including specifically the rules relating to conduct within the Amenity Facilities. A Cafe Guest shall not be permitted in or utilize portions of the Amenities other than the Cafe and restrooms without complying with other provisions of these Rules relating to Daily Guests. The Board of Supervisors shall have the authority to adopt and amend policies, from time to time, to prevent Village Center Cafe users from circumventing the intent of the access provisions contained herein.

## **GRAND HAVEN ANNUAL USER FEE**

The Annual User Fee for any person or Family not owning real property within the District is \$3,300.00 per year. This payment must be paid in full at the time of completion of the Non-Resident Amenity Member application and the corresponding agreement. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. Failure to pay the annual membership fee shall result in a termination of the use rights provided for herein. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities; such increase may not exceed fifteen percent (15%) per year, except to the extent that a greater increase is adopted pursuant to Fla. Stat. §190.035(2). This membership is not available for commercial purposes.



## **HOUSE GUESTS AND DAILY GUESTS**

- (1) House Guests and Daily Guests must register with the office of the Amenity Manager. The Property Owner or Registered Renter inviting the House Guest or Daily Guest must be present upon registration, unless other arrangements have been made with the Amenity Manager's office (example: out of state property owners and seasonal residents). A daily usage fee of ten dollars (\$10.00) per Daily Guest must be paid by Property Owner or Registered Renter upon guest registration.
- (2) Property Owners or Registered Renters who have registered a House Guest or Daily Guests are responsible for any and all actions taken by such House Guest or Daily Guest. Violation by a House Guest or Daily Guest on any of these Policies as set forth by the District could result in loss of that Property Owner or Registered Renter's privileges and membership.

## **RENTER'S PRIVILEGES**

- (1) Property Owners who rent out or lease out their unit(s) in the District shall have the right to designate the Renter (thereafter, the "Registered Renter") of their residential unit(s) as the beneficial users of the Property Owner's membership privileges for purposes of Amenity Facilities use. The District shall adopt and enforce procedures to provide for the written assignment of the membership privileges between the Property Owner and the Renter which shall, among other things, identify the persons who will occupy the residence and be entitled to exercise the membership privileges, require submission of a copy of the lease or rental agreement and adequate identification of those persons to the District and discontinue the use rights of such Property Owners during the term of any assignment of membership privileges.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or leased. A Renter who is designated as the beneficial user of the Property Owner's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner and is further identified as a Registered Renter.
- (3) During the period when a Registered Renter is designated as the beneficial user of the membership, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that membership. Any identification cards or other devices permitting access to the Amenity Facilities and any GAD must be surrendered to the District and may be deactivated by the District.

- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the department of their respective Renter.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

### **FACILITY USAGE FEES**

- (1) A Daily Usage Fee as established by the Board of Supervisors from time to time will be charged to all Daily Guests using any of the Amenity Facilities for the day. The right to the use of the Amenity Facilities is only good for the day on which the fee is paid. This Daily Usage Fee entitles such Daily Guest to the access and use of all Amenity Facilities within the rules and regulations established by the Board.
- (2) The Daily Usage Fee may be increased, not more than once per year, by action of the Board, to reflect increased cost of operation of the Amenity Facilities. Such increase may not exceed fifteen percent (15%) per year.
- (3) The Daily Usage Fee will be collected by the Amenity Manager, on behalf of the District, for all Amenity Facilities. The Daily Usage Fee shall be fully non-refundable after receipt by the Amenity Manager.
- (4) Special events, tournaments or league play, and fees for the same, must be previously approved by the Board prior to the date of such event. A list of Daily Guest participants must be provided to the Amenity Manager and all fees must be collected prior to holding the event. All District rules apply to all participants.
- (5) The Board of Supervisors may adopt and define policies, from time to time, that permit limited passive use of certain of the Amenity Facilities for strictly social and passive purposes with a reduced daily usage fee (the "Limited Daily Usage Fee"). The Limited Daily Usage Fee shall not permit access to recreational facilities, but is intended for social gatherings and the like. The Board shall by resolution adopt any such policies, set the Limited Daily Usage Fee, establish restrictions and amend such policies, fees and restrictions from time to time.

### **GENERAL FACILITY PROVISIONS**

- (1) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.

(2) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.

(3) All hours of operation of Amenity Facilities, including holiday schedules, will be established and published by the District as the Board determines from time to time.

(4) Dogs and all other pets (with the exception of a Service Animal as defined herein and complying with section 413.08(1)(d), Florida Statutes) are not permitted at the Village Center or Creekside Amenity Facilities. In the event a special event is held, as previously approved by the Board, and dogs are permitted at the Amenity Facilities as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents. All such animals must be in compliance with the Chapter 8 of the City of Palm Coast Code of Ordinances, including, without limitation, the provisions in Section 8-31 regarding leashes of no more than eight feet in length, and the provisions of Section 8-28 regarding removal of nuisance animals.

It is the owners' responsibility to ensure that all dogs, including Service Animals, are healthy, vaccinated and collared with identification.

(a) The work done or tasks performed must be directly related to the individual's disability and may include, but are not limited to, guiding an individual who is visually impaired or blind, alerting an individual who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, retrieving objects, alerting an individual to the presence of allergens, providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks.

(b) A Service Animal must be under the control of its handler and must have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.

(c) The District may exclude or remove from its premises a Service Animal if the Service Animal is out of control and its handler does not take effective action to control it, the Service Animal is not housebroken, or the Service Animal's behavior poses a direct threat to the health and safety of others. Allergies and fear of animals are not valid reasons for denying access or refusing service to an individual with a Service Animal. If a Service Animal is excluded or removed for being a direct threat to others, the District shall provide the Individual with a Disability the option of continuing access to the District's premises without having the Service Animal on the premises.

(d) A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a Service Animal and being qualified to use a Service Animal or as a trainer of a Service Animal commits a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, Florida Statutes, and may be

subject to expulsion from the District's premises and/or suspension or termination of Amenities privileges as described herein.

~~(4) Dogs and all other pets (with the exception of a Service Animal complying with Fla. Stat. §413.08(1)(d)) are not permitted at the Village Center or Creekside Amenity Facilities. In the event a special event is held, as previously approved by the Board, and dogs are permitted at the Amenity Facilities as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents. All such animals must be in compliance with the Chapter 8 of the City of Palm Coast Code of Ordinances, including, without limitation, the provisions in Section 8-31 regarding leashes of no more than eight feet in length, and the provisions of Section 8-28 regarding removal of nuisance animals.~~

~~It is the owners' responsibility to ensure that all dogs are healthy, vaccinated and collared with identification.~~

- (5) Parking is available at the Village Center and Creekside during normal operating hours for Patrons and Daily Guests using the amenities at these locations and as specifically permitted by the Operations Manager. It is a violation of these Rules to park in the Designated Parking Area of an Amenity Facility, *except* while actively using that specific Amenity Facility or an Amenity adjacent to it. This prohibition includes all parking in a Designated Parking Area when the adjacent Amenity Facility is closed. Overnight and Daily Guest and House Guest overflow parking is not permitted without written permission of the Operations Manager. Vehicles may not be parked in any space not designated as a parking space, on grass lawns, or in any way which blocks another vehicle or the normal flow of traffic. Vehicles in violation of these Rules are subject to being towed. Patrons violating these Rules may be subject to suspension or termination of Amenity Privileges as set forth below (see section entitled "Restriction or Suspension of District Privileges").
- (6) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
- (7) Only District employees are allowed in the service areas of the Amenity Facilities.
- (8) Patrons, House Guests and Daily Guests must present their ID cards or guest passes when requested by staff at any Amenity Facility.
- (9) The Board of Supervisors (as an entity), the Operations Manager, the Amenity Manager and its staff shall have full authority to enforce these policies.
- (10) All lost or stolen ID cards should be reported immediately to the Amenity Manager's office. A fee as established by the Board of Supervisors from time to time will be assessed for any replacement cards.
- (11) Smoking is not permitted at any of the Grand Haven Amenity Facilities except within designated smoking areas.

- (12) House Guests must be registered and accompanied by a Patron before entering the Amenity Facilities. Once registered, House Guests may enter unaccompanied by Patron.
- (13) Disregard for rules or policies may result in expulsion from the Amenity Facilities and/or loss of Amenity Facilities privileges in accordance with the procedures set forth herein.
- (14) Glass and other breakable items are not permitted at any Amenity Facility.
- (15) Patrons, House Guests and Daily Guests shall treat all staff members and District Employees with courtesy and respect.
- (16) Off-Highway vehicles, as defined by Fla. Stat. §261.03(5), are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
- (17) The District will not offer childcare services to Patrons, House Guests and Daily Guests at any of the Amenity Facilities.
- (18) Skateboarding, hoverboards, Razor<sup>®</sup> brand or similar scooters or any similar movable device with one or more wheels, and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the Village Center, Creekside Athletic Club, tennis courts, basketball courts, pickleball courts, croquet courts, athletic fields, playground area, and sidewalks surrounding these areas.
- (19) Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the Amenity Manager.
- (20) All food and beverages consumed at the Village Center facilities must be provided by the Village Center per the District's contract with the Amenity Manager.
- (21) Except as specifically prohibited herein, alcoholic beverages may be sold, served and consumed on the Amenity Facility premises in accordance with state and local laws. Alcoholic beverages may only be sold to adults twenty-one (21) years of age or older, and shall not be sold for off-premises consumption. All alcoholic beverages consumed or possessed on the Amenity Facilities premises must be purchased at the Amenity Facilities, except as otherwise provided by the Amenity Manager. The Amenity Manager reserves the right to refuse service to any Patron, House Guests or Daily Guests when that person appears to be intoxicated.
- (22) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the Amenity Manager.
- (23) The Amenity Facilities shall not be used for commercial purposes without written permission from the Board. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.

- (24) Firearms or any other weapons are not permitted in any of the Amenity Facilities, except to the extent that state and federal law limits the right of the District to impose restrictions against firearms.
- (25) The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events and programs, and children's programs, social events, etc. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Amenity Manager will be required to compensate the District accordingly.
- (26) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
- (27) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (28) Bicycles, and scooters must be parked in bike racks provided at all Amenity Facilities. Do not park or chain bicycles or scooters to entry gates, breeze way gates, light poles or parking lot signs. Bicycles, scooters, skateboards, hoverboards and the like should not be ridden or left in walkways, breeze ways or on pool decks at any time. In the event that these items are found parked around the facilities in an area other than at the bike racks, they will be collected by the staff and taken to the Amenity Manager's office. The District Board may from time to time, by resolution, prescribe an administrative and storage fee for items which are removed and stored because of violations of this rule. *Bicycle* means every vehicle propelled solely by human power having two (2) tandem wheels, and including any device generally recognized as a bicycle though equipped with two (2) front or two (2) rear wheels. The term does not include an electric bicycle, motorized scooter or similar device. *Electric bicycle* means any bicycle or tricycle equipped with fully operable pedals, a seat or saddle for use of the rider, and an electric motor of less than seven hundred fifty (750) watts. This definition includes all classes of electric bicycle under F.S. 316.003(23). *Motorized scooter* means any vehicle or micromobility device without pedals that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three (3) wheels, and which is not capable of propelling the vehicle at a speed greater than twenty (20) miles per hour on level ground as defined by F.S. 316.003(45).  
Nothing in this section 28 is intended to exclude motorized wheelchairs.



## **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

- (1) Each Patron, House Guests and Daily Guests, as a condition of invitation to the Amenity Facilities, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities, whether in lockers or elsewhere.
- (2) No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the Amenity Manager or the Board. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron, House Guests and Daily Guests or family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron, House Guests and Daily Guests or family member(s).
- (3) Any Patron, House Guests and Daily Guests or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any House Guests and Daily Guests or family member of such Patron.
- (4) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

## **GENERAL GRAND HAVEN AMENITY FACILITY USAGE POLICY**

All Patrons, House Guests and Daily Guests using the Amenity Facilities must sign in to indicate amenity usage or activity.

All Patrons, House Guests and Daily Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron, House Guests and Daily Guests.

**Hours:** The District Amenity Facilities and Designated Parking Areas are open and available for use by Patrons ("Open") during normal operating hours to be established and posted by the District. At all other times the District Amenity Facilities and Designated Parking Areas, including without limitation, the Creekside building and pool, the Village Center building pool, are closed and unavailable for use by Patrons ("Closed"). An Amenity Facility which is secured by a gate or fence shall be Closed when the gate or fence is in a closed position and secured by a lock or similar device. An Amenity Facility which is not secured by a gate or fence (including, without limitation, basketball courts and the Wild Oaks dog park) are Closed from thirty (30) minutes after sunset until sunrise. An Amenity Facility may also be Closed when it is in need of repair or maintenance work, which takes precedence over the use of the Amenity Facility or other scheduled activities. It is a violation of these Rules to use an Amenity Facility or Designated Parking Area when it is Closed. Patrons violating these Rules may be subject to suspension or termination of Amenity Privileges as set forth below (see section entitled "Restriction or Suspension of District Privileges").

**Parking:** Patrons must comply with the District's parking policies as set forth in paragraph (5) of the General Facility Provisions, above.

**Emergencies:** After contacting 911 if required, all emergencies and injuries must be reported to the Amenity Manager (386) 447-0192 or Operations Manager (386) 447-1888 and to the office of the District Manager (877) 276-0889.

**District Equipment:** All equipment owned by the District and available for use by Patrons, House Guests and Daily Guests must be signed out at the Amenity Manager's office, and the Amenity Manager shall retain that Patron's ID card as security for the return of the equipment. The Patron who signs out the equipment is responsible for its use and return as signed out. Should the equipment be returned damaged, missing pieces or in worse condition than when it was signed out, that Patron, House Guests and Daily Guests will be responsible to the District for any cost associated with repair or replacement of the equipment.

**Alcoholic Beverage Policy:** All alcoholic beverages consumed at the Village Center must be furnished by the Village Center. Alcoholic beverages may be sold, served, and consumed on the premises in accordance with state and local laws.

*Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Amenity Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons, House Guests and Daily Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.*

## **GENERAL SWIMMING POOL RULES**

### ***NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK***

- (1) All Patrons, House Guests and Daily Guests must present their ID Cards or guest passes when requested by staff. At any given time, a Property Owner may accompany up to four (4) Daily Guests to the swimming pool.
- (2) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility.
- (3) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (4) Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
- (5) Radios, tape players, CD players, MP3 players, televisions or other electronic devices are not permitted unless they are personal units equipped with headphones.
- (6) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the Amenity Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons, House Guests and Daily Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (7) Showers are required before entering the pool.
- (8) Alcohol and food not purchased at the Amenity Facilities are prohibited poolside. Glass containers are prohibited.
- (9) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (10) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with staff approval prior to use. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
- (11) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (12) Pets (except Service Animals complying with Fla. Stat. §413.08(1)(d))), bicycles, skateboards, roller blades, scooters, golf carts, hoverboards and the like are not permitted

on the pool deck area inside any Amenity Center gates at any time. The term “bicycle” shall include electric bicycles, motorized scooters and any similar powered locomotion device. (See “General Facilities Provisions” No. (4).)

- (13) The Amenity Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
- (14) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (15) Proper swim attire (no cutoffs) must be worn in the pool.
- (16) No chewing gum is permitted in the pool or on the pool deck area.
- (17) For the safety and hygiene of others, the changing of diapers or clothes is not allowed poolside.
- (18) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (19) Radio controlled vehicles, air and/or water craft and drones are not allowed in the pool area.
- (20) Pool entrances must be kept clear at all times.
- (21) No swinging on ladders, fences, or railings is allowed.
- (22) Pool furniture is not to be removed from the pool area.
- (23) Loud, profane, or abusive language is absolutely prohibited.
- (24) No physical or verbal abuse will be tolerated.
- (25) Tobacco products are not allowed in the pool/spa area.
- (26) Illegal drugs are not permitted.
- (27) The District is not responsible for lost or stolen items.
- (28) Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
- (29) Lane markers will be in place for lap swimmers from 7:30 a.m. until 9:30 a.m. Monday through Friday at the Village Center pool.

- (30) The Village Center pool, spa and deck area may not be rented at anytime; however, access may be limited at certain times for various District functions, as approved by the Board. In such situations, the Creekside pool facility will remain open to Patrons, House Guests and Daily Guests.
- (31) Chair lifts or other ADA-compliant devices are restricted for the use of persons requiring such devices.
- (32) Washing or soaking bathing suits or articles of clothing in the hand sinks is strictly prohibited.
- (33) Personal grooming of any kind is prohibited in pools.

### **SPA RULES**

#### ***NO LIFEGUARD ON DUTY -- USE AT YOUR OWN RISK***

- (1) All previous safety issues under pool rules apply.
- (2) No one less than thirteen (13) years of age allowed in spa.
- (3) Maximum capacity: Eight (8) people.
- (4) No food or drinks are allowed to be consumed while in the pool/spa.
- (5) Chair lifts or other ADA-compliant devices are restricted for the use of persons requiring such devices.
- (6) Personal grooming of any kind is prohibited in the spas.

### **SWIMMING POOL: THUNDERSTORM POLICY**

The Amenity Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at their discretion.

### **SWIMMING POOL: FECAL ACCIDENT POLICY**

- (1) If contamination occurs, the pool will be closed for twelve (12) hours so that remedial measures may be taken to ensure safe swimming conditions.
- (2) Parents should take their children to the restroom before entering the pool.



- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

### **FITNESS CENTER POLICIES**

***Eligible Users:*** Patrons, House Guests and Daily Guests eighteen (18) years of age and older are permitted to use the District fitness centers during designated operating hours. No children under the age of eighteen (18) are allowed in the District fitness centers.

***Eligible Youth Users:*** Children between the ages of fifteen (15) and eighteen (18) years of age shall be permitted to use the District fitness centers in strict compliance with the following requirements:

- (1) The child must be accompanied at all times and supervised by a parent, or other responsible adult 21 years of age or older who has been identified in a written permission form executed by the parent of the child. The parent or responsible adult must be present continuously while the child is using the fitness center.
- (2) The child and his parent or legal guardian shall sign a release form acceptable to the District: (a) holding the District harmless from injury or other harm as a result of the child's use of the fitness center; (b) acknowledging the requirements of this rule; (c) certifying that the child has had a physical exam within a year that released him for participation in athletics, and (d) taking full responsibility for the actions and safety of the child.

***Food and Beverage:*** Food (including chewing gum) is not permitted within the District fitness centers. Beverages, however, are permitted in the District fitness centers if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted. Smoking is not permitted in the District fitness centers.

- (1) Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District fitness centers. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (2) Each individual is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers is permitted in the District fitness centers per approval of the Amenity Manager.
- (4) Hand chalk is not permitted to be used in the District fitness centers.
- (5) Radios, tape players, CD players and other electronic devices are not permitted unless they are personal units equipped with headphones.

- (6) No bags, gear, or jackets are permitted on the floor of the District Fitness Centers or on the fitness equipment. Lockers are available on a daily basis in the bath houses for storage of personal items.
- (7) Weights or other fitness equipment may not be removed from the District fitness centers.
- (8) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- (9) Please be respectful of others. Allow other Patrons, House Guests and Daily Guests to also use equipment, especially the cardiovascular equipment.
- (10) Please replace weights to their proper location after use.
- (11) Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
- (12) Any fitness program operated, established and run by the Amenity Manager may have priority over other users of the District fitness centers.
- (13) The Fitness Center is not intended to be a body-building gym but an exercise facility for Grand Haven Patrons.

### **EQUIPMENT CHECK-OUT AND LOCKER POLICY**

In order to check-out any available athletic equipment owned by the district (i.e. basketballs, tennis racquets, etc.) or temporarily reserve a bath-house locker for personal use, all Property Owners, Registered Renters and Non-Resident Amenity Members must tender their Grand Haven Photo ID card at the Village Center office at the time of check-out. In lieu of a Grand Haven Photo ID card, all other Patrons, other than a Property Owner, Registered Renter or Non-Resident Amenity member, who wish to check-out equipment or reserve a locker must tender a state identification card (i.e. driver's license), and that Patron must be properly identified and registered at the Village Center office by their accompanying Property Owner, Registered Renter or Non-Resident Amenity Member. Upon return of the checked-out equipment or locker key, the Photo ID card or state identification card, as applicable, shall be returned to the Patron. Any Patron signing out any equipment is solely responsible for damaged or missing items.

### **GRAND HAVEN RECREATION FACILITY RESERVATION POLICY**

#### ***Reservation Policy:***

- Staff will take reservations up to one (1) day in advance for the following amenities: tennis, volleyball, basketball, bocce, pickleball, and croquet. Reservations are on a first come, first served basis and can be made either one (1) day prior in person at the Village Center or via telephone, after in-person period has expired up to actual play time by calling the

**Reservation Line at (386) 447-0192.** Staff will not accept voice messages left with the Village Center Office as a reservation. You must speak to a staff member either on the phone or in person to confirm your reservation. Reservations may also be made on the amenity website ([grandhavenamenity.com](http://grandhavenamenity.com)).

- The first and last names of all participants who will be utilizing the reserved facility must accompany the reservation.
- A Patron may only reserve one (1) court or playing field at any one scheduled time. Single player croquet reservations accepted at Village Center Court only.
- Reservations will be accepted by staff during specific times posted at the Village Center Office and are on a first come, first served basis. Times scheduled for reservations acceptance are subject to change based on recommendation by the Amenity Center Manager with approval by the Operations Manager or District Manager.
- Reservations are available for up to 1.5 hour increments for all facilities listed in the reservation policy.
- Please call The Village Center Office if you cannot make your scheduled reservation so we can re-assign the reservation time slot.
- Late arrivals or no shows: we will hold your reservation for 15 minutes past your scheduled start time before re-assigning the reservation time slot.
- At the discretion of the Amenity Director, and the approval of the Operations Manager and the GH CDD Board of Supervisors, certain reservation play day/times may be block-scheduled on a recurring basis to accommodate organized play groups of GH residents. These policies are subject to change at any time pursuant to action by the Board of Supervisors at a duly noticed CDD Board Meeting.

### **TENNIS AND PICKLEBALL FACILITY POLICIES**

**When not subject to a reservation, the courts are available on a first come, first served basis. It is recommended that Patrons desiring to use the courts check with the staff to verify availability. Use of a court is limited to one and a half (1.5) hours when others are waiting, unless the court is used pursuant to a reservation discussed above. If no one is waiting, play may continue.**

As a courtesy to other patrons, we ask that all players please recognize and abide by these rules and guidelines. Remember, not only are these lifetime sports, it is also a game of sportsmanship, proper etiquette and fair play.

- (1) Equipment, if available, may be checked-out from the Village Center office in accordance with the Equipment Check-Out and Locker Policy set forth herein.
- (2) Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.

- (3) Proper shoes and attire, as determined by the Amenity Manager, are required at all times while on the courts. Shirts must be worn at all times.
- (4) Courts are for Patrons, House Guests and Daily Guests only. Patrons may invite House Guests and Daily Guests for play, but shall accompany their House Guests and Daily Guests and register them properly. The limit is three (3) House Guests and Daily Guests to a single court.
- (5) No jumping over nets.
- (6) Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
- (7) Court hazards or damages, such as popped line nails, need to be reported to the Amenity Manager for repair.
- (8) Residents using these facilities must supply their own equipment (rackets, balls, etc.).
- (9) The courts are for the play of tennis and pickleball only. Pets, roller blades, bikes, skates, skateboards, scooters, hoverboards and the like are prohibited on the courts.
- (10) Beverages are permitted at the these facilities if they are contained in non-breakable containers with screw top or sealed lids. No food or glass containers are permitted on the tennis courts.
- (11) No chairs, other than those provided by the District, are permitted on the courts.
- (12) Lights at the these facilities must be turned off after use.
- (13) Children under the age of thirteen (13) are not allowed to use the these facilities unless accompanied by an adult Patron.
- (14) The courts may be reserved by the District for District-sponsored events or functions.
- (15) If you find it necessary to “bump” other players when it is your turn to play:
  - a) Never attempt to enter someone else’s court before your reservation time.
  - b) Never enter the court or distract players while others are in the middle of a point or game.
  - c) Wait outside the entrance gate and politely inform the players that you have a reservation time.
  - d) Allow players to finish out one more point, and then begin the player changeover for the court.

- e) If you are bumped from a court and wish to continue play, please notify the Village Center office staff and they will do their best to get you on the next available court.
- (16) The amenity management company has subcontracted with a qualified tennis professional to offer tennis lessons, at a separate fee, to residents. This is an exclusive contract. No other professional for-profit tennis instruction will be allowed on District courts.

### **VOLLEYBALL COURT POLICIES**

- (1) Volleyball equipment, if available, may be checked-out from the Village Center office in accordance with the Equipment Check-Out and Locker Policy set forth herein.
- (2) Proper volleyball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (3) Proper volleyball or athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black soled shoes allowed.
- (4) The volleyball facility is for the play of volleyball only. Pets, roller blades, bikes, skates, skateboards, scooters, hoverboards and the like are prohibited from use at the facility.
- (5) Beverages are permitted at the volleyball facility if they are contained in non-breakable containers with screw top or sealed lids.
- (6) No chairs, other than those provided by the District, are permitted on the volleyball courts.
- (7) Children under the age of thirteen (13) are not allowed to use the volleyball facility unless accompanied by an adult Patron.
- (8) Please clean up the court after use.
- (9) The volleyball courts may be reserved by the District for District-sponsored events or functions.

### **BASKETBALL FACILITY POLICIES**

- (1) Basketball equipment, if available, may be checked-out from the Village Center office in accordance with the Equipment Check-Out and Locker Policy set forth herein.
- (2) Proper basketball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (3) Proper basketball or athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black soled shoes allowed.

- (4) The basketball facility is for the play of basketball only. Pets, roller blades, bikes, skates, skateboards, scooters, hoverboards and the like are prohibited from use at the facility.
- (5) Beverages are permitted at the basketball facility if they are contained in non-breakable containers with screw top or sealed lids.
- (6) No chairs, other than those provided by the District, are permitted on the basketball courts.
- (7) Children under the age of thirteen (13) are not allowed to use the basketball facility unless accompanied by an adult Patron.
- (8) Please clean up court after use.
- (9) The basketball courts may be reserved by the District for District-sponsored events or functions.

### **DISTRICT PLAYGROUND/TOT LOT POLICIES**

- (1) Children under the age of eight (8) must be accompanied by an adult Patron.
- (2) No roughhousing on the playground.
- (3) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground/soccer field. Glass containers are prohibited.
- (4) Use of the playground may be limited from time to time due to a sponsored event, which must be approved in advance by the District Manager.
- (5) The use of profanity or disruptive behavior is absolutely prohibited.
- (6) Patrons, House Guests and Daily Guests who use the playgrounds do so at their own risk.
- (7) The playgrounds may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.

### **BOCCE POLICIES**

- (1) Bocce equipment, if available, may be checked-out from the Village Center office in accordance with the Equipment Check-Out and Locker Policy set forth herein.
- (2) Horseplay is not permitted.
- (3) Appropriate dress is required on the court. This includes no bare feet.



- (4) Bocce balls should not be tossed or thrown outside of the court.
- (5) Players on the opposite end of the playing or throwers end should stand outside of the court walls. Sitting on the walls is permissible provided one's legs are on the outside of the walls. Please report any loose boards, protruding nails, etc., to the staff.
- (6) Children under thirteen (13) years of age must be supervised by an adult Patron. Supervising adult Patrons must understand the rules of the game.
- (7) Please brush the playing surface at conclusion of play.
- (8) The bocce courts may be reserved by the District for District-sponsored events.

### **POLICIES FOR CREEKSIDE CROQUET FACILITIES**

- (1) Croquet equipment, when available, is located in courtside boxes.
- (2) Appropriate dress and shoes are required on the court. This includes no bare feet.
- (3) Balls and mallets are not to be thrown. Participants waiting their turn to hit should stand off the croquet lawn.
- (4) Children under thirteen (13) years of age who play must be supervised by an adult Patron who knows the rules and regulations of croquet.
- (5)
- (5) The croquet courts are intended for croquet only and should not be used for any other activity.

### **POLICIES RELATED TO THE WATERSIDE PARKWAY SIDEWALKS/ ESPLANADE**

- (1) The sidewalks along Waterside Parkway (the "Walkway") and the Esplanade are designated as Amenity Facilities for pedestrian walking activities. A person propelling a bicycle upon and along a sidewalk, path, Esplanade or across a roadway upon and along a crosswalk, shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian and otherwise complies with Fla. Stat. §316.2065 and other applicable regulations.
- (2) No electric bicycle or motorized scooter shall be used on the Walkway except that an electric bicycle may be used if the motor is in the "off" position and the electric bicycle is being operated solely through pedal power or when the motor is on and a Pedal Assist System is operating in a manner to simulate Pedal Power.

- (3) In any location where interaction occurs between pedestrians and bicycles, all parties are expected to act in a safe and cooperative manner that facilitates the safety and clear passage rights of both pedestrians and riders.

### **VILLAGE CENTER CAFÉ POLICIES**

The Village Center Café is available for use during posted hours of operation. Proper attire must be worn at all times when in the café or when seated on its patio; shoes and shirts are required to receive service. All Patrons, House Guests and Daily Guests are also required to adhere to any posted policy regarding the café that has been approved by the Board of Supervisors.

### **FISHING PIERS FACILITY POLICIES**

The District owns piers which are suitable for fishing and related activities. They are the Front Street Center Park Fishing Pier, the Golf Club Fishing Pier and the Marlin Drive Fishing Pier and also owns two walking bridges in Wild Oaks, the Ditch 10 Walking Bridge and the Tract H Walking Bridge. The Piers and Walking Bridges are collectively referred to as the “Fishing Piers” and are subject to the following policies.

- (1) The Fishing Piers are available for use by Patrons, House Guests and Daily Guests on a first come first served basis.
- (2) All Patrons, House Guests and Daily Guests are required to adhere to the “**Fishing Policy**” section contained herein for those piers that are located on the lake/stormwater facilities.
- (3) Patrons, House Guests and Daily Guests are required to adhere to all state and local laws regarding fishing.
- (4) Patrons House Guests and Daily Guests are required to obtain and possess any and all required fishing licenses and/or permits as may be required by applicable law(s).
- (5) Patrons, House Guests and Daily Guests are required to remove and clean any fishing related debris. Please respect others and District property by cleaning up after yourself when using the Fishing Piers.
- (6) Children under the age of thirteen (13) shall not use the Fishing Piers unless accompanied by an adult Patron.
- (7) Due to required Florida Inland Navigation District deckboard spacing, proper footwear is required.

## **DOG PARK POLICIES**

- (1) The District is not responsible for injuries to dogs, their owners/handlers, or others that use the Dog Park. This area is for dogs and their handlers/owners only.
- (2) Aggressive dogs are strictly forbidden within the fenced dog park. Violators will face permanent suspension from the dog park.
- (3) Dog owners/handlers must respect the rights of others to use this area by maintaining control of their pets at all times.
- (4) Dogs must be on leash and under control by their owners/handlers at all times outside of the fence Dog Park.
- (5) Children under the age of 6 are prohibited from entering the fenced dog park area. An adult, who is accountable for their behavior and well-being, must accompany children between the ages of seven (7) and twelve (12).
- (6) Owners/handlers must immediately clean up after their dog(s) and properly dispose of the waste.
- (7) No smoking or food within fenced area (human or dog).
- (8) Owners/handlers must remain inside, with leash, with view and voice control of their dog(s) at all times.
- (9) Limit of two dogs per adult.
- (10) Dog Park gates must be closed immediately after entering or exiting the facility.
- (11) All dogs must be healthy, vaccinated, and collared – with identification.
- (12) Dogs in heat and puppies under four months of age are prohibited.
- (13) Excessive barking is prohibited. Dogs barking excessively must be removed.
- (14) Owners/handlers must stop their dogs from digging and immediately fill any holes dug.
- (15) Only flying disc and tennis ball type toys are permitted within fenced area.

## **GRAND HAVEN ROOM AT THE VILLAGE CENTER: RENTAL POLICIES**

Property Owners, Registered Renters and Non-Resident Amenity Members may reserve the Grand Haven Room through the Amenity Manager’s office for various meetings, classes, events, etc. for a maximum of five (5) hours per event. The five (5)-hour limitation can only be exceeded upon

specific authorization from the Board. Reservation of the Grand Haven Room is on a first come, first served basis and is subject to approval by the Amenity Manager. A refundable deposit is required and will be returned after the function is complete provided there is no evidence of damage to the facility.

All food and beverages, including alcohol, used in the Grand Haven Room must be purchased through the Village Center Café (with the exception of cakes needed for special events, such as weddings, birthdays, etc.).

Alcoholic beverage sales and service are regulated by the State of Florida. Therefore, it is District policy that no alcohol of any kind is to be brought into, or taken away from, the facility.

A cleanup fee is generally required for all functions. Please contact the Village Center to make the proper arrangements regarding availability and various other service fees.

No open burning or campfires are allowed at the facility.

Below are the policies and guidelines set forth and agreed upon by the Board and Amenity Manager regarding events in the Grand Haven Room:

### **Policies**

- (1) Applicant must be a Property Owner, Registered Renter or Non-Resident Amenity Member
- (2) Applicants may reserve the Grand Haven Room only, as the patio and pool may not be reserved for private use.
- (3) Facilities will be reserved on a first-come, first-served basis.
- (4) Applicant may reserve the Grand Haven Room for up to five (5) hours only; unless they request and receive prior approval from the Board of Supervisors.
- (5) All applicants will be required to fill out and sign the District Facility Use Application Agreement at the Village Center office.

### **Schedule of Fees/Deposits**

- (1) A non-refundable room rental fee for the Grand Haven Room will be charged as follows: \$50.00 for up to 25 guests, and \$100.00 for 26 guests or more. A final guarantee (number) of Guests is to be conveyed to the Amenity Facilities' events planner no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made out to the "Grand Haven Community Development District" and submitted to the Village Center Office.

- (2) A refundable security deposit of \$150.00 shall be charged to the persons making the reservation and shall be submitted to the Village Center Office in the form of a separate check (which shall be made payable to the “Grand Haven Community Development District”).
- (3) A staff and/or administrative charge for services provided by the Amenity Manager, if applicable, will be added to include any necessary fees (i.e., setup, breakdown, kitchen use, additional after hour facilitators, etc.) and will be specified in the reservation documents provided by the Amenity Manager; these additional charges shall be payable to the Amenity Manager and are not fees of the District.
- (4) The Board of Supervisors has the right to waive room rental fees and usage limits that do not exceed the fire code for private rentals, events, or activities they have reviewed on a case by case basis at the request of the Amenity Center Manager, District Manager or any Patron.
- (5) The fees provided for herein may be increased by the Board at a regular public meeting in an amount not to exceed fifteen (15) percent during any given year without the need to amend these rules.

### **INDEMNIFICATION**

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner’s officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District’s sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

### **CREEKSIDE ATHLETIC CLUB: RENTAL POLICIES**

Property Owners, Registered Renters and Non-Resident Amenity Members may reserve, for a rental fee, the entire fenced-in Pool and Tiki Bar area of the Creekside Athletic Club for private events by contacting the Amenity Manager’s office. Reservations will be on a first come, first serve basis and are subject to approval by the Amenity Manager. This area is available for rental on four (4) occasions per month during regular hours of operation and for an unlimited number of occasions when the function is held after the normal hours of operation for the facility; but in no event shall the areas be available for use beyond 10:00 p.m. The Pool and Tiki Bar area may not be rented on two (2) consecutive weekend days in a row (Friday, Saturday, and Sunday). Reservations may not be made more than three (3) months prior to the event. Please note that the facility is unavailable for December holiday parties and private events on the following holidays\*:

Easter Sunday  
New Year's Eve  
Labor Day

Memorial Day  
New Year's Day  
Thanksgiving

Christmas Day  
Christmas Eve  
4th of July

*\*This policy may be amended at the discretion of the Amenity Manager on a case by case basis. Please understand that an additional staffing charge may apply for these holiday dates and times.*

### **Available Facilities**

The entire Pool and Tiki Bar area of Creekside Athletic Club is available for rental for up to five (5) total hours (including set-up and post-event cleanup); unless they have requested and received prior approval from the Board of Supervisors. The Pool and Tiki Bar may only be rented as one combined area and will not be rented as separate areas. The charge for rental of the Pool and Tiki Bar area is Three Hundred Dollars (\$300.00). The number of Patrons and Guests will be limited to the maximum capacity allowed by state laws, ordinances, rules or regulations.

The Creekside offices, fitness center, and other athletic facilities are not available for private rental and shall remain open to other Patrons, House Guests and Daily Guests during normal operating hours. The persons renting the Pool and Tiki Bar area of Creekside shall be responsible for any and all damage and expenses arising from the event.

The fees provided for herein may be increased by the Board at a regular public meeting in an amount not to exceed fifteen (15) percent during any given year without the need to amend these rules.

### **Reservation Procedures**

Property Owners, Registered Renters and Non-Resident Amenity Members interested in reserving this area must submit to the Amenity Manager's office a completed and signed Facility Use Application. At the time of approval, two (2) checks or money orders (no cash) made out to "Grand Haven Community Development District" shall be submitted to the Amenity Manager in order to reserve the area. One check shall be for the amount of the room rental fee and the other check shall be for a deposit in the amount of Two Hundred Dollars (\$200.00).

An additional deposit of Three Hundred Dollars (\$300.00) shall be required for all approved events serving alcoholic beverages. The Amenity Manager will review the Facility Use Applications on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration.

The fees provided for herein may be increased by the Board at a regular public meeting in an amount not to exceed fifteen (15) percent during any given year without the need to amend these rules.



## **Staffing**

Property Owners, Registered Renters and Non-Resident Amenity Members holding a private event in the Pool and Tiki Bar Area are required to pay for an additional staff person for such event, unless the private event is being held during Creekside Athletic Club's normal operating hours and sufficient staff is already present.

## **Deposit**

As stated above, a deposit in the amount of Two Hundred Dollars (\$200.00) is required by the time the reservation is approved (not including additional alcohol deposits, if applicable). To receive a full refund of the deposit, the following must be completed:

1. Ensure that all garbage is removed and placed in the dumpster.
2. Remove all displays, favors or remnants of the event.
3. Restore the furniture and other items to their original position.
4. Wipe off counters, table tops and sink area.
5. Ensure that no damage has occurred to the Creekside Athletic Club and its property.

If additional cleaning is required, the Patron reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Amenity Manager shall determine the amount of deposit to be returned, if any.

## **General Policies**

- (1) Property Owners, Registered Renters and Non-Resident Amenity Members are responsible for ensuring that their House Guests and Daily Guests adhere to the policies set forth herein.
- (2) The Pool and Tiki Bar area may be rented in addition to the posted regular hours of operation of the facility; such hours are subject to change. Please see the Amenity Manager for details relating to additional staffing cost, staffing availability and facility availability. Please note that all policies of the Amenity Facilities remain in force for these special circumstances.
- (3) The volume of live or recorded music must not violate applicable City of Palm Coast noise ordinances.
- (4) The Pool and Tiki Bar Area will close at 10:00 p.m. when it is rented outside of normal hours of operation.
- (5) No glass, breakable items or alcohol are permitted in or around the pool deck area.
- (6) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages.

This policy regarding insurance coverage also pertains to certain events the District determines should require additional Event Liability coverage on a case by case basis (to be reviewed by the District Manager or the Board of Supervisors). The District shall be named as an additional insured party on any such policies, and a certificate of insurance illustrating the appropriate coverage amount and parties is to be provided to the Amenity Manager prior to the event.

- (7) When the facility is rented or reserved for a private function, food and non-alcoholic beverages shall only be provided by a licensed caterer or a restaurant service.
- (8) Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service will be required to provide to the Amenity Manager a certificate of insurance, naming the District as an additional insured party.
- (9) Patrons are not allowed to bring or use grills or smokers at Creekside Athletic Club. Patrons may hire an insured caterer to provide this service. The location of any grill or smoker will be at the discretion of the Amenity Manager. Such catering service will be required to provide to the Amenity Manager a certificate of insurance, naming the District as an additional insured party.
- (10) The Board of Supervisors has the right to waive rental fees and usage limits that do not exceed the fire code for private rentals, events, or activities they have reviewed on a case by case basis at the request of the Amenity Center Manager, District Manager or any Patron.

### **Indemnification**

Each organization, group or individual reserving the use of a Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

## **COMMUNITY GAZEBO POLICIES**

### **Reservation and Parking**

Property Owners, Registered Renters and Non-Resident Amenity Members may reserve either of the two Community Gazebos located at **Front Street Center Park\*** and at the **Golf Course Clubhouse Pier\*\*** for private events by contacting the Operations Manager's office (386) 447-1888. Reservations will be on a first come, first serve basis and are subject to approval by the Operations Manager or District Manager. Property Owners, Registered Renters and Non-Resident

Amenity Members interested in reserving these areas must submit to the Operations Manager's office a complete and signed CDD Gazebo Facility Use Application, a copy of which may be obtained from the Operations Manager. The Gazebos are available from dawn to dusk each day.

*\*The Front Street Center Park has no adjacent parking facility. Residents and guests are encouraged to leave vehicles in the District parking lot at the Golf Clubhouse on Riverfront Drive and arrange transportation to and from this lot. Please note that a Palm Coast City Ordinance prohibits parking on streets 24 hours a day, 7 days a week, within City limits (including the streets within Grand Haven) and the Flagler County Sheriff has the authority to enforce this ordinance within the District*

### **General Policies**

- (1) The Property Owners, Registered Renters and Non-Resident Amenity Members utilizing the Gazebo shall be responsible for thoroughly cleaning the Gazebo and its surrounding area subsequent to their use so that it is in as good a condition as existed prior to their use. Should the Property Owners, Registered Renters or Non-Resident Amenity Members fail to perform such adequate cleaning, the District shall have the option of cleaning, or causing to be cleaned, the Gazebo and the surrounding area and billing said Property Owners, Registered Renters or Non-Resident Amenity Members any fees or charges incurred relating to such cleaning.
- (2) Property Owners, Registered Renters and Non-Resident Amenity Members utilizing the Gazebo are responsible for ensuring that their House Guests and Daily Guests in attendance (if any) adhere to the policies set forth herein.
- (3) The volume of live or recorded music played at the Gazebo must not violate applicable City of Palm Coast noise ordinances.
- (4) Due to required deckboard spacing, proper footwear is required.

### **Indemnification**

Each organization, group or individual reserving the use of CDD facilities agrees to indemnify and hold harmless the Grand Haven Community Development District ("District) and the amenity management firm, and the respective officers, agents and employees of each, from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the district lands, premises and/or facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agent, employees and officers shall not be liable for, and the Property Owners, Registered Renters and Non-Resident Amenity Members user shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person

claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

### **FISHING POLICY**

Patrons, Registered Renters, persons who have paid and are current in payment of the Annual Use Fee or House Guests and Daily Guests who have registered and paid the applicable Daily Fee required by these Rules, may fish from certain lake/retention pond areas during daylight hours within the Grand Haven Community Development District. Persons authorized to fish in the lake/retention ponds must possess a Smart Amenity Access Card (SAAC) on their person or a current Amenity Use Pass as provided through the Village Center Amenity Office. The SAAC may be scanned by District staff to verify person's current authorized use of the amenity.

Access to these bodies of water shall only be through the proper access points, and no persons shall fish in the area between the lake/retention pond and a private residence (the "Restricted Area") except for persons residing in that private residence or invitees of persons residing in that private residence who otherwise have rights to use the Amenity Facilities. The District shall have the authority to post "No Trespassing" signs on portions of the pond banks where fishing would violate the foregoing rule. Whether such a sign is placed or not, persons who violate this rule by fishing in a Restricted Area, or by gaining access to any pond through a Restricted Area, are guilty of trespassing and are subject to legal action. No persons other than those listed in this paragraph are entitled to fish in the lake/retention ponds under any circumstances. No watercrafts of any kind are allowed in these bodies of water. Any violation of this policy will be reported to the local authorities and may subject the offender to use of the trespass remedies provided for in these rules.

Swimming is also prohibited in any of the lake/retention areas. Please use the pools at the Amenity Facilities for swimming. The District has a "**CATCH AND RELEASE**" policy for all fish caught in the lake/retention areas. You **must** return all fish caught to the same body of water in which they were caught. These bodies of waters are only intended for catch and release, as they are mostly retention ponds and manmade lakes. The purpose of these bodies of water is to help facilitate the District's natural water system for runoff and overflow. The catch and release policy does not apply to the Fishing Piers located on saltwater bodies.

Persons violating the Fishing Policy may be subject to restrictions or suspension from further fishing on the lake/retention ponds in the manner set forth in the section entitled "Expulsion from Premises; Suspension and Termination of Privileges."

### **TRASH TO TREASURES COMMUNITY YARD SALE**

The Amenity Director is authorized to hold a Community Wide "Trash to Treasures" Sale (Garage Sale) on District common property no more than twice per year. The sale cannot be advertised outside Grand Haven and is intended only for Grand Haven Residents.

## **EXPULSION FROM PREMISES; SUSPENSION AND TERMINATION OF PRIVILEGES**

### **Relating to the Health, Safety and Welfare of the Patrons and Damage to Amenity Facilities:**

Notwithstanding anything contained herein, the Amenity Facilities Staff may, at any time, remove any Patron, House Guests and Daily Guests from the premises and/or restrict or suspend any Patron's, House Guest's and Daily Guest's privileges to use any or all of the Amenity Facilities (the procedures for which are outlined below), when such action is necessary to:

1. Protect the health, safety and welfare of other Patrons, House Guests and Daily Guests.
2. Protect the health, safety and welfare of District Employees and Amenity Facilities Staff.
3. Protect the Amenity Facilities from damage.
4. Protect the District's Food & Beverage Operator's ability to comply with all local, state and federal guidelines.

### **Expulsion from Premises:**

Expulsion of a Patron, House Guests and Daily Guests from District premises shall be at the discretion of the District's Operations Manager, District Manager, Amenity Facilities Staff, or the Board of Supervisors, resulting from:

1. Hostile behavior that is a threat, or is likely to be perceived as a threat, to other Patrons/ House Guests and Daily Guests, District ~~Staff~~Employees, Amenity Facilities Staff, and/or ~~district~~-District property. Such hostile behavior shall include, but not be limited to excessive argumentative behavior, violence or threats of violence.
2. Behavior that, if left unchecked by Staff, could either jeopardize the Food & Beverage Operator's Food & Beverage license(s) or otherwise affect its lawful operation of the District's Food & Beverage facilities.
3. Commission or threat of the commission of a criminal act occurring on District premises.
4. Failure to comply with these Rules after being directed by the Amenity Facilities Staff or District Employees to do so.
5. Knowing and willful misrepresentation of himself or herself, through conduct or verbal or written notice, as using a Service Animal and being qualified to use a Service Animal or as a trainer of a Service Animal.

Such physical expulsion from the premises shall be undertaken only by local Sheriff's deputies and not District or Amenity Facilities Staff, or a member of the Board of Supervisors. For these purposes, District's Operations Manager, District Manager, and the on-duty members of the Amenity Facilities Staff are hereby delegated the authority to execute a trespass notice adequate to cause the Sheriff's Department to expel the offending person. Upon issuance of a trespass

notice, a copy shall be promptly transmitted to the District Manager. At the Board of Supervisors meeting next following issuance of the trespass notice, the Board shall discuss the notice and determine whether to ratify, extend or cancel the notice, and the Board shall follow the procedures set forth below in that regard.

**Restriction or Suspension of District Privileges:**

The authority to restrict or suspend any Patron’s, House Guest’s and Daily Guest’s privileges to use any or all of the Amenity Facilities is formally granted by the Board of Supervisors to the District Operations Manager, District Manager, and/or the Amenity Manager. Such action may be initiated by the District Manager, District Operations Manager, or Amenity Manager, with its final determination made by the Board of Supervisors at the next Board of Supervisors meeting (or as soon as practical). For more details, see “District Suspension and Termination Process” outlined below.

**Relating to District Policies and Fees for All Amenity Facilities:**

A Patron’s, House Guest’s and Daily Guest’s privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and a Patron, House Guest and Daily Guest may also be required to pay restitution for any property damage, if a he or she:

1. Fails to abide by the District Policies and Fees for All Amenity Facilities established and approved by the Board of Supervisors.
2. Submits false information on the application for an Access Card or House Guest and Daily Guest pass, on the Property Owner or Registered Renter authorization forms, or on any other documents utilized by the District in connection the use of the Amenity Facilities.
3. Permits unauthorized use of an Access Card or House Guest and Daily Guest pass.
4. Violates applicable law or ordinance.
5. Treats District ~~Staff~~ Employees or the personnel or employees of the Amenity Facilities Staff, or Patrons and Guests, in an hostile, unreasonable, or abusive manner. Such treatment includes, but is not limited to verbal and/or written communication.
6. Engages in conduct that is improper or likely to endanger the welfare, or safety of the District or Amenity Manager’s staff, or Patrons and Guests.
7. Damages or destroys District property.
8. Compromises the integrity of security measures at any gated vehicle entry within the District. This activity shall include opening the gate for unauthorized vehicles, lifting the gate arm by hand, driving around the gate arms in motorcycles or other motorized vehicles or otherwise permitting vehicles to enter the District in a manner which is inconsistent with the District’s gatehouse and GAD policies.



9. Fails, after notice, to comply with registration policies which may be adopted by the Board from time to time to identify those owners or registered renters who are authorized to use the Amenities.
10. Violates the District's Rules related to parking.
11. Knowing and willful misrepresentation of himself or herself, through conduct or verbal or written notice, as using a Service Animal and being qualified to use a Service Animal or as a trainer of a Service Animal.

### **Consent to Video or Audio Recording:**

In order to protect the safety of the District, the Amenity Facilities and their guests and occupants, and to otherwise assist in the administration of these rules, the District may elect, from time to time, to install and operate various forms of video and audio monitoring devices within or upon the District's property. By use of the Amenity Facilities or other District property, each user consents to the recording and storage of video images or audio recordings by electronic means. The District shall have the right to disregard incident reports which are not filed within thirty (30) days of the occurrence of an injury or alleged violation of these Rules, because the delay impairs the ability of the District to review and verify the incident through these electronic means.

### **District Suspension and Termination Process:**

In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the preceding paragraph, the District shall follow the process outlined below with regard to suspension or termination of a Patron's, House Guests and Daily Guests privileges to use the amenity facilities:

1. First Offense – Issuance of either a Verbal or a Written Warning by Staff of policy violations. After the initial Verbal or Written Warning, a follow-up written summary by the Amenity Manager or Operations Manager shall be transmitted to the CDD office. The summary shall describe the alleged offense in sufficient detail, and shall also state whether the matter is considered to have been resolved at the time of the warning. After the time of such transmittal, the summary shall be reviewed by the Chairman of the Board of Supervisors, or his designee, to determine what, if any, additional action shall be taken. The Chairman or his designee may make such investigation or inquiry as may be necessary to determine any further course of action, including efforts to resolve the matter through informal means. At the discretion of the Chairman or such designee, the matter may be considered settled at that time, or further action may be required. The Chairman, or his designee, may at that time determine to deliver a written warning (a "Notice of First Offense"), which shall be sent by such designee or the District Manager by certified mail to the resident's mailing address on file. (The Notice of First Offense may not necessarily occur immediately at the time of the violation, due to frequent, past instances of Patrons' refusal to provide their name or contact information to Staff.) The Notice of First Offense shall have a term of sixty (60) days. However, if the Chairman or his designee believes that a longer term is warranted, the matter

may be referred to the Board of Supervisors, which may, by action taken at a Board meeting, elect for the Notice of First Offense to have a longer term. Notwithstanding the foregoing, in the event that the First Offense falls within the scope of conduct described above under “Expulsion from Premises,” no warning shall be necessary prior to contacting the Sheriff’s Department and issuing the trespass notice described above. If the offense involves interference with the integrity of the guardhouse policies or the GAD policy, the Board may elect to suspend and deactivate any GAD that has been assigned to the offender and may suspend the offender’s right to register names with the guardhouse or make use of automatic call boxes to permit entry remotely at gates. In the event that a Patron, House Guest or Daily Guest has committed an act described in 1 through 4 under the section titled “Expulsion from Premises,” the Board may take one or more of the actions described under “Second Offense” and “Third Offense” below without requiring any additional warning.

2. Second Offense – In the event that a second violation of the rules regulations and procedures set forth herein occurs during the effective term of an existing Notice of First Offense, or in the event that more than one Notice of First Offense has been delivered to the offender during the twelve (12) month period immediately preceding the offense, the offender shall be subject to suspension of all Amenity Facilities privileges by District Manager or the Board of Supervisors until further notice, for a period of up to ninety (90) days. Again, confirmation of this action shall be sent by certified mail to the resident.

A written report shall be provided by the Amenity Manager or the District Operations Manager to the District Manager, and a final decision relating to the final term of suspension of privileges shall be made by the Board of Supervisors either within one (1) month of the incident or by the next Board of Supervisors meeting, whichever comes first.

3. Third Offense – Automatic suspension of all Amenity Facilities privileges for a minimum of ninety (90) days, with confirmation sent to the resident by certified mail. At the next Board of Supervisors meeting, a written account of all previous offenses shall be submitted by the Amenity Manager, Operations Manager or District Manager and shall be reviewed by the Board of Supervisors, with possible suspension of privileges beyond ninety (90) days, including possible termination of the Patron’s, House Guest’s and Daily Guest’s privileges for one (1) or more years.

Note 1: Should a Patron, House Guest and Daily Guest ignore or otherwise violate his or her suspension of privileges by such behavior as continuing to attempt to use the Amenity Facilities, Staff has the authority to call the Sheriff’s deputy to report a trespass upon the District’s premises.

Note 2: Adherence to the above procedures for suspension and/or termination of district-use privileges has no bearing whatsoever on whether a Patron, House Guest and Daily Guest may be physically removed from District premises, as described previously.

Note 3: Amenity Access cards will be confiscated or deactivated upon suspension and/or termination of privileges, with notification to the Operations Manager and Amenity Manager.

## **Notification and Right to Hearing.**

Upon the taking of action by the Board of Supervisors regarding the suspension or expulsion of a person from the use of the Amenity Facilities, the District Manager shall provide notice, by certified mail, of the Board's determination, at the most recent address provided by such person in the District's records. Within fifteen (15) days from receipt of such notice, the person having been suspended or expelled (the "Affected Person") may request in writing, sent by certified mail to the District Offices, that the Board of Supervisors conduct a hearing regarding the suspension or expulsion. The right to a hearing, the requirement of written notice and the address to which such notice is to be sent, shall be clearly set forth in the District Manager's notice.

If the Affected Person requests a hearing, the Board of Supervisors shall set a date and time, not later than forty-five (45) days after the written request, and shall conduct a hearing regarding its decision to suspend or expel the person from the amenity facilities. The District Manager shall give written notice, by certified mail, of the date and time of the hearing. At such hearing:

The Affected Person shall have the right:

- to counsel of his/her own choice;
- to hear or read a full report of testimony of witnesses;
- to confront and cross-examine witnesses who appear in person at the hearing;
- to present his or her own witnesses;
- to testify in his or her own behalf and to give reasons for his or her conduct; and
- to a fair and impartial decision based on substantial evidence.

The District shall keep a record of the proceedings by tape recording or court reporter, at its option. However, if anyone chooses to appeal any decision of the Board with respect to any matter considered at the hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based.

The conduct of the hearing shall proceed generally in accordance with the Florida Rules of Civil Procedure and Florida Evidence Code, except that the formality of the proceedings shall not be as great as that of a court proceeding. The introduction of hearsay evidence shall not be objectionable.

At the conclusion of the hearing, the District's Board of Supervisors shall, by majority vote, determine whether to uphold or modify its prior action. The Board's actions shall be read into the record at the hearing and shall include findings of fact supporting the action.

If the Affected Person wishes to appeal the determination of the Board of Supervisors, he/she may file a petition for writ of certiorari as authorized in the manner prescribed by the state appellate rules in the circuit court of the county, to review the decision of the Board of Supervisors. The court shall not conduct a trial de novo. The proceedings before the Board of Supervisors, including the testimony of witnesses, and any exhibits, photographs or other documents filed before them,

shall be subject to review by the circuit court of the county. The petition together with the transcript of the testimony of the witnesses, as record of the proceedings, shall be filed in the circuit court within thirty (30) days after the pronouncement of the ruling by the Board of Supervisors to which such petition is addressed.

# EXHIBIT 16

Grand Haven CDD

Resident Survey

DRAFT DOCUMENT



# Our 10 Year Plan Inputs Drove Survey Process:

- Reserve Study Results, July 2019
- Operational Staff
- District Manager
- **Lacking** Resident & Amenity Staff Input
- Resident Survey chosen input method

# Process Began with assigning Board Member :

- Potential Partners Researched
- Survey Companies - limited Interest
- Survey Monkey and Snap Survey Proposed
- Snap Survey Selected, better fit for CDD needs

# Snap Survey Guided Board on approach:

- Limited Questions to 10-15
- Publish a Paper Survey, friendly to GH Demographics
- Responses on-line or thru paper
- Establish Demographic Framework
- Data Base of Response for future use

# Snap Survey Built and Managed Program:

- Survey Responses open for a month
- Control Numbers used to prevent duplicates
- Processed all paper Surveys
- Developed Custom Reporting
- Final Response DB – CDD PROPERTY

# BZ Mailing Selected to Print & Mail Surveys:

- Current Oak Tree Processor, familiar with Resident List
- GHMA provided current resident list
- GH Resident Proofing Team (5) signed off on final Survey
- Mailed 1830 Surveys on August 23
- Received 973 Responses (53.2%)

# Board defined Custom Reports:

- Driven from raw data review
- Reports 1-2, Years Resident <6 & 6-15
- Reports 3-4, Resident Age 41-65 & 66-80
- Reports focused on 4 Questions:
  - Café Remodel
  - Security Improvements
  - Expansion of Facilities
  - Path for Personal Conveyences



# What Did we Learn from Residents:

- **Café Remodel:**

- Strong Café Advocacy
- Professional Design Plan
- Preference for Targeted Improvements
- Remain Open during Remodel Work
- Minimize Costs to Community
- Menu Expansion – Vegan & Dietary options
- **Quick Hits Ideas:** Expand Hours and Menu  
Poolside Ordering  
More TVs in area

\* **Kitchen Impact planned into approach**

# What did we learn from Residents (cont.):

- **Security Improvements:**

- Emphasized Access Control
- Provide Resident Self-Service Capabilities
- Improve Technology for ease of use
- Guard Training Improvements
- Limit Access by Non-Residents
- Better Change Management
- Problem Communications Improvements
  
- **Even the “No” Group Supported Most of above.**

# What did we learn from Residents(Cont.):

- **Facilities Expansion:**

- Resident “Value” Driven Expansion
- Favor LT Plan Driven Projects
- Improve Existing Facilities Utilization
- Disability Access Improvements
- Parking Improvements, needs driven

- **Personal Conveyences Path:**

- Very Low Level of Support
- No Actions Planned

# Next Steps fo Survey Results:

- Custom Reports Built into Website
- Integrate Town Hall Feedback
- Update 10 Year Plan with Survey Learnings
- Define Plan to Implement Feedback

# Learning from Resident Survey:

- Surveys are effective for Resident Feedback
- Create More Concise Questions
- Limit Comment Space
- Promote use of Keywords
- Others from residents???

# EXHIBIT 17



## Grand HavenCDD - Capital Reserve Plan

Fiscal Year		2024	
Capital Project Costs			
Location	Item	Asset Description	Total
Annual - Access Control	1	Gate & Gate Operator - Replacement	\$10,000
Annual - Concrete, Curb and Gutter	2	Concrete Curb and Gutter Replacement	\$100,000
Annual - Concrete, Sidewalk Repair	3	Concrete Replacement	\$50,000
Annual - Firewise Projects	4	Firewise Projects	\$30,000
Annual - Road Repairs	5	Road Repairs	\$10,000
Annual - Security Camera System	6	Camera and DVR Replacement	\$10,000
Annual - Site Lighting	7	Light Pole & Fixture - Replacement (estimated 5 poles)	\$30,000
Furniture, Fixtures & Equipment - Creekside Amenity Center	97	Furniture, Outdoor - Clubhouse/Tiki/Pool ((CAC))	\$28,138
Maintenance Equipment	98	Maint, Pressure Washer	\$7,879
	99	Maint, Utility Vehicle - Kawasaki Mule	\$16,883
	100	Maint, Vehicle, 2022 Ford-F150, 2WD (Additional Fleet Vehicle)	\$40,518
Mechanical and Electrical - Gatehouse & Maintenance	101	Drinking Fountain, Outdoor - North Gatehouse	\$1,554
Misc Building Components - Creekside Amenity Center	102	Door, Metal Overhead - Tiki Bar (CAC)	\$7,704
	103	Finish, Tile Floor - Clubhouse (CAC) Patio	\$56,275
Misc Building Components - Village Center	104	Architect, Café Renovation, 1 X - (VC)	\$56,275
Misc Site Improvements - Basketball Courts	105	Basketball Court Resurfacing, Asphalt Base - (CAC)	\$22,510
	106	Basketball Court Resurfacing, Asphalt Base - Wild Oaks	\$22,510
Misc Site Improvements - Center Park Gazebo	89	Park Bench and Paver Patio addition	\$13,506
Misc Site Improvements - Croquet Courts	107	Croquet Court, Regrass Allowance - (CAC)	\$54,257
Misc Site Improvements - Esplanade	108	Walking Path, Coquina Replacement	\$90,041
Misc Site Improvements - Landscape Enhancements, Reinvestment	32	Landscape Enhancements-Annual Reinvestment	\$56,275
Misc Site Improvements - Monument & Entry Feature Refurbishment	109	Refurbishment Allowance - Monument and Mailbox Fairways Edge	\$8,441
	110	Refurbishment Allowance - Monument and Mailbox Front Street	\$8,441
Misc Site Improvements - Playground & Park Equipment	111	Shelter Frame, Replace - Wild Oaks Park	\$5,201
Misc Site Improvements - Pool Area - Creekside Amenity Center	112	Pool Equipment, Handicap Lift - (CAC)	\$10,519
	113	Pool Finish, Exposed Aggregate & Tile Trim - Kiddie Pool (CAC)	\$4,277
	114	Pool Finish, Exposed Aggregate & Tile Trim - Main Pool (CAC)	\$73,158
Misc Site Improvements - Pool Area - Village Center	115	Spa Equipment, Heater, Gas - (VC)	\$10,130
Misc Site Improvements - Signage	34	Street Signs and Poles, Replacement	\$5,000
Misc Site Improvements - Site Lighting	116	Light Fixture, Downlight - Pier Front Street Park	\$4,052
	117	Light Fixture, Lantern - Columns South Entry	\$3,377
	118	Light Fixture, Spotlight - Pier Dock Golf Club	\$7,428
Misc Site Improvements - Tennis Facility	35	Tennis Court Resurfacing, Clay - (VC) Courts 1-7	\$34,272
	119	Shelter Frame, Replace - (VC) Tennis Courts (3 Total)	\$3,601
Paving	120	Roadway: Golf Course Parking Lot	\$225,102
<b>Grand Total</b>			<b>\$1,117,324</b>

# EXHIBIT 18

**FY23 Things to get done**

Prioritized Things	Desired Completion	Components	Who s/b involved *	Information Needs	Cost Estimate	Quick Hits
Board Member Assignments	February, 2023	Define Board Leads: Communciation Strategy Website Redevelopment Governmental(City/County) Interface Safety/Security etc.	Supervisors Staff Management Residents*	Role Definition Sub Strategies Policies	TBD	Chair Foley - Staff Oversight Vice Chair Polizzi - GHMA Liason
Staffing Levels - FY24 Needs	FY24 Budget	Numbers,Compensation,Benefits	Staff Management Board	Comp. Survey Role Assessment Recommendation	Zero Based	Start with Needed Roles
Safety/Security Strategy	On-going FY23	Next Step Actions Defined/Prioritized	Supervisors Staff Management Residents*	Define Priorities Determine Costs Plan and Budget Board Approval	TBD	Stop Sign Project Completion
Website Strategy	FY24 Budget	Direction Set with Plan/Budget	Supervisor Flanagan Staff Management Residents*	Build off work Determine Partner Build Roadmap Recommendation	TBD FY23 TBD FY24	Leverage Assessment Reviewed 12/22
Communications Strategy	FY23 Start FY24 Budget	Tactical Improvements/ Roadmap Roadmap Funded	Supervisor Staff Management Residents*	Focus on Gaps Key Outcomes Roadmap Resources/Costs Recommendations	Zero Based	Staff Implement Operational Protocols Outputs(3) FY22 Assess Value
Governmental Interface Strategy	FY24	Alignment with City/Cnty Programs	Supervisor City/Cnty. Staff District Mgr.	City/Cnty Org. Rev. Alignment w/CDD Recommendation Roadmap to integr.	Zero Based	Discussion with Board and City/Cnty Rep
Technology Strategy	FY23 Build on New Capab. FY24 Execute Roadmap	Current Capabilities Direction Define Next Technology Needs Assess Impact of Needs	Supervisor Staff Management Virtual CIO(???) Other SMEs	Define Outcomes Prioritize w/FY24 Resources/Costs Roadmap FY24 Plan Align	Zero Based	FY23 Build upon New Capabilities

\* If using resident volunteer then work product to the board can only be a list of alternatives and not a policy or suggestion. Need to avoid any kind of Sunshine Law violations.

# EXHIBIT 19

Prioritized Things	Desired Completion Date	Components	Who s/b involved	Information Needs	Round # Est of Cost	Quick Hits
Communications	6/30/2023	Continue to completion modified website. / Once completed evaluate gaps of communication that still exist. /Establish more regular communication with the HOA	Supervisor Flanigan and CDD staff for Website/superviosor Pollizi for HOA	Supervisors submit ideas and choose vendor for Website	TBD	
Security and Safety	6/30/2023	1. Modification of all gates to make more user friendly to residents and safer to community 2. Inspection of roads and walkways to assure safety of pedestrians, cyclists and vehicles	One supervisor to head project and the CDD staff and possible Louise	Survey results, cost analysis of possible new gate equipment	TBD	Continue with software updates that are already in progress for security
Meeting efficiency	11/30/2023	Reorganize agenda for efficiency/limit discussion times/more use of remote speakers to eliminate payment of drive time/Better organization of all relevant documents for supervisors-store in a PC or tablet/Chairman and DM to be more active in organizing and limiting discussion/consider specific supervisor leads for projects for better efficiency.	All supervisors and DM	Agreement of supervisors and DM	No cost	
VC restaurant	12/31/2024	Continue evaluation of menu to include vegan and gluten free and ethnic items/ rotation of menu items/continue special events and special menus based on holidays/plan for modified updating of cafe and equipment and incorporate cost into the budget and establish a timeframe/include a take out window and window for cafe ordering when at pool/More input from JL on additional resident events/staffing at VC/possible expansion of hours	Board of supervisors, OM, DM , Director of Amenities and architect	Speak with amenity director regarding cafe menu options and events./agree on extent of modified up date of cafe, obtain pricing and set timeline	TBD	
Staffing needs	12/31/2023	Evaluation of present staffing, possible reorganization of responsibilities /examine need for OM assistant and field workers/consider using a professional job recruiter	Board of supervisors, OM and DM	Conference with OM to include all supervisors and DM	TBD	
Grand Haven Perimeter	Over next 5-10 years	Obtain price for survey . Place in 2024 budget. From the survey establish the areas that need boundaries. Consider green boundaries/and or fencing. This is a long term project. Set time periods for completion	Engineer, CDD Board, CDD staff	Survey	TBD	

My goals:

1. Communication - I would like to see us have a new website up and running within 6 months

Identify gaps of communication from resident idea pool and implement within one year.

2. Security - we need to put a list of things to accomplish with dates. Starting with implementation of all the software, to obtaining an overview of the needs of the gates and an overall look at security. Timeline one year

3. Reorganization of meetings, leaving policy only to the supervisors - outcome should be meetings and workshops of less than 3 hours.

Obtain PCS or tablets for the supervisors that store and organize all relevant documents so that we do not have to be printing out countless documents

4. Start immediate communication with Vesta and John L. To implement immediate short term ideas provided by residents from survey at cafe - such as menu changes. Workshop after Barry has had time to visit his ideas for modernizing our cafe. Work out a timeline for implementation. Timeline within one year

These are my ideas that are highest on the priority list but not all my goals



# EXHIBIT 20

Things to get done									
Priority #	Priorities	Completion Date	Components	Who is involved	Information Needs	Cost Estimate	Expected Outcomes	Plan	Quick Hits
1	Incorporate Survey into LTP	Feb.23	Café	All Board	Survey Results	TBD but < \$1mm	Architect plan, bids & construction in 2024	OM and DM to find architects to make proposals to board by June 23	Adjust approx. \$1mm in LTP. AM to amend menu to include vegetarian items.
			Modernize Gate Access and consider changes to eliminate tailgating.	OM and DM	Survey Results & comps from other communities	TBD	Cellular/self-serve gate access	Vanessa/Barry to continue on current path and provide updates on progress with expected completion dates at each meeting	Insert here efforts underway that can be done without further discussion in 23
			Facility Expansion	OM and DM	Survey Results and OM opinion on needs	TBD	Needs analysis from mgmt by June		
	Make a plan for parcel K	Dec.24	Facility Expansion	Board, Barry, DM	Limits on development				
2	Consider and implement alternatives to allow OM to focus solely on mtncs and projects. Admin., reporting and comms. Assigned to staff chief.	April.23	Needs for chief of staff to relieve some of OM workload. More field and office workers?	DM, OM, Board, consultant?	Comparable structures from other CDD's?	Maybe \$30m+ annually	Rewrite of job descriptions and org chart.	OM, DM and chair to discuss alternatives for presentation to the Board	
3	Drive down meeting times	Feb. 23	Board makes policy. Period!	Mgmt, Board	Limit discussion times. Comments are not essential from every member. Agree with another just say so.	0	Meeting times to be <= 3 hrs.	Use meeting time for decision making only on regular items and topics teed-up at workshops. Limit discussion and debate. Experiment with fact-finding group for communications.	1)Establish fact-finding group for communications. Deliver expectations to the group and ask for estimated time of completion for decision making. 2) Discuss ideas with DM prior to meeting to see about alternatives.
4	Establish Communications Policy	Jun.23	Email Policy, text policy, website	Supervisor xxxx to draft. DM, Vanessa	Categories of regular information to be provided.	0 to \$12m/year	Modernized user friendly website that contains all desired information	One supervisor TBN to engage with a small fact-finding group of residents to make presentation to the board of alternatives to choose from. Fact-finding group process to be described to board by counsel at January meeting.	As an interim step, start regular communications based on information stemming from Board meetings and workshops now. Board to agree on eblast info from Chair at every meeting for things such as stop sign, wind screen, new board member updates, proposed rule changes just as examples.
	Write annual report every year	By March 31 every year	What did we plan to do and what did we do?	Chair to write, Barry, Vanessa, David & Board	Meeting minutes, project completions and WIP report.	Minimal	Highlights of accomplishments with reference to budget and LTP.	Chair to begin review of year to write a report	KJF to provide Sea Colony example.
	Choose and implement a new WIP schedule to replace the CIP	April.23	Capital project data	OM, Off Mgr, DM	Information from budgets	Minimal	Implementation of a schedule to replace the current CIP. Loaded on website.	DM and OM to agree on a new template for presentation to the board	Chair to provide examples to board
	Develop relationship with City and County Leaders	June. 23		Chair, DM, OM	Who are the right contacts politically?	0	Better coordination post emergency events	Determine best contacts.	
5	Maintain LTP	Annually	Rev/Exp of O&M/Cap. See effect on assess.& fund balances	DM OM and Board	Annual Budgets/Analysis of Plan vs. Actual	Minimal	Revised LTP to be made part of annual presentation to residents	Chair and DM to continue work weekly	One-pager to be part of every agenda package

Priority #	Priorities	Completion Date	Components	Who is involved	Information Needs	Cost Estimate	Expected Outcomes	Plan	Quick Hits
6	Create better visibility at intersections for pedestrians, bikes and vehicles	August.23	Serious pruning or removal and replacement of plants.	Louise, Barry	Inspections to be done	Not sure. Need info.	Improved visibility for all at selected intersections.	Louise to do inspections with recommendations to Barry	Removal of palmetto at North Gate?
7	Establish a Pond & Pond Bank Plan	Jun.24	aeration needs,pond bank needs,expert opinion on LT pond needs	Barry, contractor, MA, Counsel	Can we insist on pond bank plantings enforced by MA	Need info	Coordinated written plan with MA	Answer question: do we want/need to establish a joint enforceable set of rules for residents to follow for pond bank plantings. Barry to report back to Board on contractor suggestions for needed pond maintenance over the LTP.	
8	Consider solar or other options to offset rising electric cost	Sept.23	Are there options other than just solar?	Barry & chosen consultant	Realistic sites and projected savings	Need info	Clear cost efficient Plan or no-plan to be reviewed every 3 years		Have solar experts start on assessment?
9	Make a plan for VC Croquet Court	March.23		Mgmt., Board & residents	Fact-finding group?	TBD			
10	Establish a plan or no plan for perimeter fencing	Dec. 24		Mgmt, Counsel	What needs do we have for perimeter control	?	Written statement of our decision	Answer question about the need to have control vs. cost.	

# EXHIBIT 21

Prioritized Items	Desired Completion	Components	Who s/b involved	Information Needs	Cost Estimate	Quick Hits
Leverage Board member expertise	Jan-23	Establish boundaries of responsibility Obtain Board members agreement on area they will be responsible for Document how to use operation processes/procedures in planning	Supervisors Staff and Management	Role Definition Supervisor qualifications Existing documentation	TBD	
Establish time limits for Supervisor comments on topics	Feb-23	Define adequate time amount for proper discussion and Supervisors allotted amount. How to secure additional relevant time. Document for current and future Board members to refer to	Board, DM		Hourly cost to document	
Establish yearly cost/return evaluation criteria on food and beverage costs to residents	Jun-23	Amenity menu cost comparison to restaurants not subsidized Operations cost sheet for Café Real estate costs for restaurants in Palm Coast	Amenity mgt., DM, OM, Board	Costs Comparable menu examples	TBD	
Esplanade 'remodel'	Aug-23	Will there be FEMA money to offset costs Current state evaluation Plan for stabilizing and safety	DM, OM, Board	FEMA submission list DM and OM on actions and cost	TBD	
IT Business plan	Jun-23	Document that presents 3-5 year use, IT, DM, OM, Board aging, replacement, change for all business technology the CDD uses.		Current plan	TBD	
Safety/Security Strategy	On-going FY23	Technology changes to control staffing Entrance design changes to control tailgating	Guard contractor,	Define Priorities & Costs Plan and Budget		

Technology changes to validate requester access

DM, OM, Board

Board Approval

Mark road center for visual lane separation

TBD

Evaluate natural impediments to visibility on Waterside Parkway and all entrance/exit gates (Crossings, GH, Wild Oaks) and if necessary provide plan for remediation

Arborist, OM





# EXHIBIT 22

**Things to get done**

Prioritized Things	Desired Completion Date	Components	Who s/b involved	Information Needs	Round # Est of Cost	Quick Hits
Communications Policy	5/1/2023	Email Policy Text Policy	Vanessa	Content and updates - maybe ask that residents respond when received?		Start regular communications based on information stemming from Board meetings and workshops now.
		Website	Vanessa or website	updates weekly or more if immediate info needs announced free form/update on latest info		Such as stop sign, wind screen, new board member updates, proposed rule changes just as examples.
		Quarterly (?) socials	John Lucansky		socials = \$2000/year	
Security	Apr-23	new policy on gate access cell phone use	Vanessa and Security company			
Community Involvement	Jun-23	invite interested and qualified members of community to help on designated "focus groups"	CDD	define which of our priorities require input from residents (probably all!) create a short "qualifications sheet" for interested residents to submit for review create a brief description of the task/goal		