



GRAND  HAVEN

The title 'GRAND HAVEN' is written in a large, black, serif font. A horizontal line runs through the center of the text, with a circular emblem containing a tree logo positioned between the words 'GRAND' and 'HAVEN'.

*Advanced Meeting Package*

*Regular Meeting*

*Thursday*  
*November 2, 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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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, November 2, 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**.

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

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

Sincerely,

*David McInnes*

David McInnes  
District Manager

Cc: Attorney  
Engineer  
District Records

District: **GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Thursday, November 2, 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. Consideration of Plaque In Memory of a Resident – 10mins. Allotted**
- V. Presentation of Proof of Publication(s)** [Exhibit 1](#)
- VI. New Supervisor Appointment – 90mins. Allotted**
  - A. Acceptance of Resignation
  - B. Seat 4 -
  - C. Candidates
    - 1. Benedick, Julianna [Exhibit 2](#)
    - 2. Brazen, Steve [Exhibit 3](#)
    - 3. Davis, Richard [Exhibit 4](#)
    - 4. Debitetto, Michael [Exhibit 5](#)
    - 5. Kalteux, Jeff [Exhibit 6](#)
    - 6. Pietropaolo, Joseph [Exhibit 7](#)
  - D. Oath of Office [Exhibit 8](#)
  - E. Acceptance or Waiver of Compensation
  - F. New Supervisor Information Sheet [Exhibit 9](#)
  - G. Form 1 [Exhibit 10](#)
  - H. Review of Sunshine Law & Supervisor Duties [Exhibit 11](#)
  - I. Consideration & Adoption of **Resolution 2024-02**, Removing & Appointing Assistant Secretary [Exhibit 12](#)
  - J. Presentation of Code of Conduct [Exhibit 13](#)

- VII. Presentations – 60mins. Allotted**
  - A. Overview of the Process of Selecting Instructors for Amenity Programs
  - B. **Discussion of Tennis Instruction** [Exhibit 14](#)
- VIII. Public Hearing – Amending Amenity Rules – 20mins. Allotted**
  - A. Open the Public Hearing
  - B. Presentation of Amended Amenity Rules [Exhibit 15](#)
  - C. Public Comments
  - D. Close the Public Hearing
  - E. Consideration & Adoption of **Resolution 2024-03**, Amending Amenity Rules [Exhibit 16](#)
- IX. Staff Reports**
  - A. District Engineer: David Sowell
  - B. Amenity Manager: John Lucansky – 5mins. Allotted
  - C. Operations Manager: Barry Kloptosky
    - 1. Presentation of Capital Project Plan Tracker – 5mins. Allotted [Exhibit 17](#)
    - 2. Monthly Report – 5mins. Allotted [Exhibit 18](#)
  - D. District Counsel: Scott Clark – 10mins. Allotted [Exhibit 19](#)
  - E. District Manager: David McInnes
    - 1. Meeting Matrix – 5mins. Allotted [Exhibit 20](#)
    - 2. Action Item Report – 5mins. Allotted [Exhibit 21](#)
    - 3. Incident Report Involving Resident – 5mins. Allotted
- X. Business Items**
  - A. Consideration & Adoption of **Resolution 2024-04**, Amending FY23 Budget – 5mins. Allotted [Exhibit 22](#)
  - B. Consideration & Adoption of **Resolution 2024-05**, 2024 General Election Notice – 5mins. Allotted [Exhibit 23](#)
  - C. Consideration of Solitude Lake Management Aeration Installation Proposals
    - 1. Pond 9 – 5mins. Allotted [Exhibit 24](#)
    - 2. Pond 2 – 5mins. Allotted [Exhibit 25](#)
  - D. Consideration of Propane Proposal Options
    - 1. Suburban Propane – 5mins. Allotted [Exhibit 26](#)
    - 2. Total Comfort – 5mins. Allotted [Exhibit 27](#)
- XI. Discussion Items**
  - A. **Priorities for the Remainder of FY2024 – 15mins. Allotted** [Exhibit 28](#)
- XII. Supervisors’ Requests – 10mins allotted**
- XIII. Action Item Summary – 5mins. Allotted**
- XIV. Meeting Matrix Summary – 5mins. Allotted**

**XV. Next Meeting Quorum Check: December 7, 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

**XVI. Adjournment**

# EXHIBIT 1

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF BOARD OF SUPERVISORS REGULAR MEETING**

Notice is hereby given that a regular meeting of the Board of Supervisors of the Grand Haven Community Development District (the “**District**”) will be held on Thursday, November 2, 2023, at 9:00 a.m. at the Grand Haven Village Center, Grand Haven Room, 2001 Waterside Parkway, Palm Coast, Florida 32137. The purpose of the meeting is to discuss any topics presented to the board for consideration.

Copies of the agenda may be obtained from the District Manager, Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, Telephone (321) 263-0132, Ext. 193.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued in progress without additional notice to a date, time, and place to be specified on the record at the meeting. There may be occasions when Staff and/or Supervisors may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the meeting is asked to advise the District Manager’s office at least forty-eight (48) hours before the meeting by contacting the District Manager at (321) 263-0132, Ext. 193. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, for assistance in contacting the District Manager’s office.

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

**Grand Haven Community Development District**

David McInnes, District Manager  
(321) 263-0132, Ext. 193

October 26, 2023

23-00265F

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**NOTICE OF PUBLIC HEARING BY  
GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**

In accordance with Chapters 190 and 120, Florida Statutes, the Grand Haven Community Development District (“District”) hereby gives notice of its intention to develop proposed amendments to the District’s **Rules, Policies and Fees for All Amenity Facilities** and including policies and procedures related to automatic suspension of privileges for certain violations.

The purpose and effect of the amendment is to provide for efficient and effective District facility operations. Specific legal authority for the proposed amendment includes Sections 190.011(5), 190.012(3), 120.54 and 120.81, Florida Statutes (2020).

A copy of the proposed amendments may be obtained by contacting the District Manager at 250 International Parkway, Suite 208, Lake Mary, FL 32746, (321) 263-0132 ext. 193, or by email at [dmcinnes@dpgmc.com](mailto:dmcinnes@dpgmc.com) (“District Office”). A public hearing will be conducted by the Board of Supervisors of the Grand Haven Community Development District (“District”) on **November 2, 2023, at 9:00 a.m.** at the Grand Haven Room, Grand Haven Village Center, 2001 Waterside Parkway, Palm Coast, Florida 32137.

If anyone chooses to appeal any decision of the District’s Board with respect to any matter considered at the hearing, such person is required to have a verbatim record of the proceedings including the testimony and evidence upon which such appeal is to be based and should ensure that such a record is made accordingly.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the District Office at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, which can aid you in contacting the District Office.

District Manager  
Grand Haven Community Development District

September 28, 2023

23-00243F

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**NOTICE OF RULE MAKING BY  
THE GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT  
FOR ADOPTING AMENDMENTS TO AMENITY RULES**

A public hearing will be conducted by the Board of Supervisors of the Grand Haven Community Development District (“District”) on **November 2, 2023 at 9:00 a.m.** at the Grand Haven Room, Grand Haven Village Center, 2001 Waterside Parkway, Palm Coast, Florida 32137.

The public hearing will provide an opportunity for the public to address proposed amendments to the District’s **Rules, Policies and Fees for All Amenity Facilities** and including policies and procedures related to automatic suspension of privileges for certain violations. Specific legal authority for the rule includes Sections 190.011(5), 190.012(3), 120.54 and 120.81, Florida Statutes (2020).

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by section 120.541(1), F.S., must do so in writing within twenty-one (21) days after publication of this notice. The public hearing may be continued to a date, time and place to be specified on the record at the hearing.

If anyone chooses to appeal any decision of the District’s Board with respect to any matter considered at the hearing, such person is required to have a verbatim record of the proceedings including the testimony and evidence upon which such appeal is to be based and should ensure that such a record is made accordingly. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager at the address and number below.

A copy of the proposed rule may be obtained by contacting the District Manager at 250 International Parkway, Suite 208, Lake Mary, FL 32746, (321) 263-0132 ext. 193, or by email at [dmcinnes@dpgmc.com](mailto:dmcinnes@dpgmc.com).

October 5, 2023

23-00248F

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## EXHIBIT 2

October 24, 2023

To: Members of the Board, Grand Haven CDD  
Kevin Foley  
John Polizzi  
Nancy Crouch  
Merill Stass-Isern  
David McInnes, District Manager

Ref: Seat #4 GHCCD Board of Supervisors

I am replying to the application request for the above open seat, and have enclosed my CV in addition to this letter. I'm interested in this role because I love where I live and I want to make an impact so Grand Haven can be even better.

Grand Haven was like a second home to me for over 15 years, as I had been visiting my mother in The Crossings since 2004. In 2020 I purchased my own home in Grand Haven and moved here, thrilled to be just a 25 minute walk to my mother's house and a 9 minute walk to the Village Center. I'm proud to call Grand Haven my neighborhood, and I'd like to keep it that way.

I invite you to review my CV for my professional experience and competencies. On the personal side, I like getting to the bottom of things (problem solver); I look at the big picture (strategic); I consider all sides (diplomatic); and I practice continuous improvement ("kaizen") -- having spent much of my career with a Japanese company, that comes easy to me.

I've been described as conscientious, diligent, disciplined and fair. I'm reasonable and rational, get along with most people, and always try to do the right thing.

Currently, my local volunteer activities include the Flagler Humane Society and the GHCCD communications group. I also volunteer as a lead class ambassador for my college (The College of William & Mary).

I take pride in where I live and I care about decisions that impact my home and its surroundings. A supervisor role on the CDD Board would provide me a greater opportunity to make a positive impact for Grand Haven and its residents.

Thanks in advance for your consideration ~

Julianna Benedick  
17 Augusta Trail  
[Julianna\\_benedick@hotmail.com](mailto:Julianna_benedick@hotmail.com)  
845-263-6781

## **Julianna V. Benedick**

845-263-6781

julianna\_benedick@hotmail.com

### ***Modern Marketing Strategist***

with extensive experience developing award-winning omnichannel campaigns to increase brand awareness, drive target engagement, and support business objectives

### ***Creative and Analytical Marketer***

with entrepreneurial mindset to drive data-driven decisions across customer lifetime value through campaign optimization

### ***Versatile Executive and Dynamic Leader***

with proven ability managing global teams in complex environments through organizational change, while improving processes, strengthening operations, and maintaining focus on business imperatives

### **Core Competencies**

Strategic marketing  
Brand development & management  
Omnichannel campaign development  
Change management  
Global team & partner management  
Martech stack  
Data analytics & insights  
PR & crisis communications

### **Education & Development**

*Master of International Management*  
Thunderbird School of Global Management

*BA, International Relations/German*  
The College of William and Mary

*Account Based Marketing Certificate*  
IT Services Marketing Association

*Panasonic Global Leadership Program*  
Japan, China, Europe (selected 3 times)

*Executive Education*  
University of Pennsylvania, Wharton

*Executive Development*  
Michigan State University  
Eli Broad Graduate School of Management

## **EXPERIENCE**

### **PANASONIC CORPORATION OF NORTH AMERICA**

Newark, NJ 2004 – 2022

#### **Vice President/CMO (Interim) 2021 – 2022**

Led North American marketing & communications team through transformational global restructuring while advancing in-market omnichannel campaigns, strengthening regional and global partnerships, and optimizing team, technologies, and processes.

#### **Corporate Director, Brand Strategy & Digital Marketing 2018 – 2021**

Tapped to establish regional marketing COE to unify digital presence, build marketing technology stack, and deliver data-driven dashboards for campaign and program optimization.

Built modern regional website and infrastructure to deliver lead-to-revenue-management (L2RM) model through newly procured CRM for marketing-driven attribution metrics.

Created content and messaging for successful regional brand campaigns which were subsequently adopted globally.

#### **Director, Business Unit Marketing 2010 – 2018**

Developed and executed omnichannel marcom strategy to build brand awareness, generate demand and enhance partner initiatives.

Transformed disparate infrastructure into unified, consistent, and targeted digital platform resulting in increased reach, greater engagement, and improved conversion.

Selected by Panasonic HQ (Japan) for groundbreaking role to build brand awareness in Emerging Markets (LATAM and APAC), developing impactful marketing & media strategy to launch critical new products and driving 250% revenue growth within one year.

#### **Group Manager, Business Unit Marketing 2004 – 2010**

Led team to develop and execute integrated marketing strategy across multiple vertical markets and through diverse routes-to-market, increasing product competitiveness, gaining global brand leadership position and #3 market share position in less than 24 months.

Created turn-around positioning and award-winning integrated campaign for ailing product category, increasing sales by over 10%.

### **APPART LLC**

Chicago, IL

#### **Vice President & General Manager 1998 – 2004**

Operated start-up subsidiary with full P&L responsibility to market European commercial equipment in the Americas, establishing product mix, managing partner network, and developing sales & marketing strategy including brand building and awareness.

Pioneered innovative sales program through untapped channel resulting in 50% sales growth.

### **Additional Experience**

Marketing Manager, Saeco USA Inc.

Public Relations Specialist, MCI Communications Corp.

Marketing Specialist, Germany and Italy

# EXHIBIT 3

Grand Haven CDD Board  
Board of Supervisors  
-Via Email-

RE: Board of Supervisors Vacancy

Dear Grand Haven CDD Board:

I am writing this letter to express my interest in the vacant position of the Grand Haven Board of Supervisors. My wife, Lynn, and I are residents of Grand Haven, having moved here in July of 2019. I am also registered to vote in Flagler County.

As I have been retired for several years, I have looked for ways to be involved in my local community as a way to give back for the benefits I have received during my lifetime. I think I have a unique experience that lends itself to service on the Board. As you will notice on my resume, I have over 30 years' experience working at a management level in the nonprofit sector, as well as working at the committee and board level with 2 HOAs. I have experience with budgeting and financial oversight, strategic and annual planning, human resource management, program development and governance issues. As regards my HOA experience in particular, (Big Canoe POA was much larger and Woodbridge was almost the same size as Grand Haven) I served on numerous Board Committees as well as on the Board itself, in one case as Chair and the other as Treasurer. With this background I have a working knowledge of many of the issues that confront HOAs and CDDs and believe I can contribute to the work that the Grand Haven CDD Board does.

I want to thank you for your consideration and wish you the best in your search for a Board replacement.

Sincerely,

*Steve Brazen*

Steve Brazen  
30 Lakeside Dr.  
Palm Coast, FL 32137

stevebrazen@gmail.com

# STEVE BRAZEN

NON-PROFIT MANAGEMENT

## CONTACT

(209)482-8931  
30 Lakeside Drive  
Palm Coast, FL 32137  
stevebrazen@gmail.com

## PROFILE

I have worked in nonprofit management for over 30 years. I have experience in all areas of management including human resources, budget and finances, strategic and annual planning, and program development. In this capacity I have served on numerous nonprofit boards. I have also had extensive experience working with HOAs at the Board and Committee Levels and as a volunteer.

## SKILLS

- CORPORATE MANAGEMENT
- BUDGET AND FINANCIAL OVERSIGHT
- STRATEGIC AND PROGRAM PLANNING
- PROGRAM DEVELOPMENT

## EXPERIENCE

### **Institute of Cultural Affairs – Caracas, Venezuela**

#### **Project Director – Caño Negro Development Project**

1974 – 1978

Project Director of a comprehensive rural development project in a small community outside of Caracas. It was designed to demonstrate how a local community, could renew and rebuild the socio-economic dimensions of its life.

### **Catholic Charities, Atlanta – Secretary for Social Concerns**

1978 – 1992

**Catholic Social Services** – Executive Director, direct management of the agency which provided immigration, family counseling, aging and assisted living and job training services. **Catholic Housing Initiatives** – Founder and President, an affordable housing development corporation for elderly and disabled persons.

**Catholic Personal Care Homes** – President, a management corporation for facilities developed by **CHI**.

### **Senior Connections, Atlanta – Executive Director**

1992 – 2004

A multi-service agency providing home and community-based services for elderly and disabled persons. Services included: Meals on Wheels, Home Care, Transportation, Home Repair, Senior Centers and Case Management.

## **HOA Experience**

**Big Canoe POA, GA – Board Committee member:** Long Range Finances, Governance (Chair), Strategic Planning (Chair), **Board Offices:** Chairman of the Board

**Woodbridge HOA, California – Board Committee member:** Finance, Elections, **Board Offices:** Treasurer

## EDUCATION

### **University of Washington**

1971 - BA Philosophy

### **Georgia State University**

1983 - MS Nonprofit Management

### **Georgia State University**

2004 – 2005 - Adjunct Professor

Graduate course in Geriatric Program Management

### **University of Washington**

2004 – 2005 - Adjunct Professor

Graduate course in Nonprofit Management

# EXHIBIT 4

**RICHARD DAVIS**

26 Lagare Street  
703-307-5831

- POSITION** Grand Haven CDD Board of Supervisors (Seat #4)
- EDUCATION** **Harvard University**, Cambridge , MA – John F. Kennedy School of Government Senior Executive Fellows Program (1981)
- National Defense University**, Washington, DC – 1-Year graduate level program focusing on national security policy formulation and implementation (1976-1977)
- George Washington University**, Washington, DC  
Master of Science in Administration (1977)
- LaSalle College**, Philadelphia, PA - Bachelor of Science in Accounting (1964)
- EXPERIENCE** **Catholic Diocese of Arlington Virginia** (1999 – 2015)  
Financial Manager for St. Ann Church and School (1999 – 2001)
- Director of Internal Audit responsible for reviewing church and school controls of financial operations (2001 – 2005).
- Business Manager for St. William of York Church and School responsible, in part, for developing 5-year strategic plan and budget (2005 - 2015).
- U.S. Government Accountability Office (GAO)** – August 1983 – January 1999  
Senior Executive. Developed strategic plans, directed the planning and execution of audits, testified before congressional committees, and responded frequently to media requests for information on defense budget and other security issues.
- Congressman Dave McCurdy, Oklahoma** (January 1983 – July 1983)  
Advised Congressman McCurdy on defense budget and key national security issues.
- U.S. Government Accountability Office** (June 1964 – December 1982)  
Evaluated the performance and management of numerous federal and international programs.
- COMMUNITY INVOLVEMENT** Volunteer Grand Haven Family Fund  
Treasurer, Springfield Glen Home Owners Association  
Past President of the Association of Government Accounts, Northern Virginia Chapter  
Member of several church groups/ministries

# EXHIBIT 5

## Michael Debitetto

*3 Blue Oak Lane Palm Coast FL 32137  
386-264-4449. mdebo60@gmail.com*

Supervisor #4 Grand Haven Board of Supervisors

October 20, 2023

David McInnes District Manager  
Grand Haven CDD  
C/o Vesta Property Services

Dear David,

Please accept this letter as my inquiry concerning the position of Supervisor #4 Grand Haven Board of Supervisors. My experience and education have provided me with an excellent knowledge of collaborating, overseeing, developing, and coordinating the operational strategy of an organization. To operate as a critical liaison with executive leadership and Community members, to promote, and support a positive image of the Community with prompt, courteous and responsive actions. I am confident I would make a valuable and immediate contribution, supporting the Grand Haven culture, strategic objectives, and goals. The following are highlights of my qualifications:

- Land Planning, Development, Construction & Project Management
- Loss Control and Risk Management, Insurance Property & Casualty Personal Lines & Commercial Lines Coverages & Techniques, Benefits Administration, Workers Compensation, Self Funding Programs, Life Health & Disability, Professional Liability
- Business Development, Interpersonal/Vendor Communications, Organizational Development, Performance Management & Strategic Planning
- Relationship Building, Community Relations, Risk Assessment Management, Mediation and Advocacy, Conflict Resolution, Alternative Dispute Resolution & Troubleshooting
- Budgeting and Forecasting, Policy and Procedures development, Employee Supervision and Staffing, Regulatory and Licensing
- Customer, Client, & Community Relations, Service & Advocacy, Employee Relations
- Event & Regional Conference Hosting & Coordination

My work has also offered me the opportunity to be involved with many companies as well as several community organizations. These experiences have been personally rewarding and have further developed my business and interpersonal skills.

Strong initiative, combined with an ability to work effectively in diverse situations, under laid always with dedication, integrity, and willingness for advanced and continuing education should enable me to make a immediate positive contribution to our Grand Haven Community.

I look forward to attending the GH Board of Supervisors meeting on Nov, 2nd . I am attaching my resume, which details the above information for your review and consideration. Thank you.

Sincerely,

Michael Debitetto

**Michael Debitetto**  
3 Blue Oak Lane  
**Palm Coast, FL 32137**  
386-264-4449  
**Mdebo60@gmail.com**

## PROFESSIONAL SUMMARY-OBJECTIVE

More than 40+ years of experience working within the Insurance /Real Estate industry, along with strong leadership skills and work ethic, allows me to contribute to positive thinking and effective resolution of the issues facing the Grand Haven CDD community. My extensive background allows me to adapt new technologies & issues quickly, incorporating strong written and verbal communication skills, while being adept at thinking outside the box to provide betterment solutions, and the resolution of issues & problems for the community organization.

## CORE COMPETENCIES:

### **\*Real Estate Planning, Development, & Residential Luxury Sales & Relocation**

\*Risk Management & Loss Control \*Project Management \* Self Funded Insurance -Development & Administration  
\*Property Casualty/ Life, Health, Disability, Marketing & Sales \*Group Products & Voluntary Benefits Administration

## EXPERIENCE **Berkshire HathawayPalm West Realty, Palm Coast, FL** November 2022- Present

*Liscensed Real Estate Associate Broker:*

### **Frank Hardy Sotheby's Intl Realty, Charlottesville, VA** July 2018- April 2022

- Residential Relocation Specialist.
- Created, Developed and Implemented a Voluntary employer group Benefit for Sentara Hospital Network
- Created a company Referral Division within the Frank Hardy Sotheby's company.
- Developed a Relocation referral service with the FHSIR organization.
- Negotiate contracts and coordinate Mortgage, Title & Legal aspects of Clients closing needs..

### **Premier Sotheby's Intl Realty, Venice, FL** July 2010 – May 2018

*Real Estate Associate Broker:*

- Residential Waterfront Specialist.
- Top 10% of Venice Area Board of Realtors

### **Private Consultant, MA, NH** July 2002 – June 2009

*Insurance, Management, Real Estate Development, Estate Preservation:*

- PR & company informational director, marketeer, for APD Enterprises.
- Real Estate Project Development key acquisition, 40B analysis, incorporating green conservation design standards into company's philosophy, acquiring & Planned Development for Land acquisitions.
- Created and structured an Insurance /Financial Division for a Mortgage lender.
- Developed a business plan and marketing strategies for a budding IT company.
- Created & Formulated a Conservation Land Trust increasing owner value over 750%

### **Debitetto Insurance Agency Inc., Leominster, MA** 1990 - June 2002

*Owner/ President:*

- Supervised daily tasks and development of 5 + employees.
- Negotiated Contracts, Policies & Forms with Companies to customize client needs.
- Created Insurance Company Group & Association program offerings, which included creation, implementation, and administration of Self Funding Health Insurance Plans, Professional Liability, and experience-rated Workers Compensation Programs that incorporated light and modified duties methods, as well as Group Life, STD & LTD program benefits.
- Creation, development, and HR administration of employee benefits for companies, with individualized employee and family service to customize their benefits.
- Provided risk management and loss control services to select Large Commercial accounts

**Debitetto Insurance Agency Inc., Leominster, MA**

1990 - June 2002

*Owner/ President:*

- Underwrite new & renewal policies, processed & mediated claims resolution for several regional and national carriers, provided claims investigative services to assist Insurance company resolution on litigated and high loss potential cases.
- Established a thriving clientele and maintained relationships with individual business, medical, legal and real estate professionals, holding the highest customer retention levels of agents within the companies I represented.
- Launched new products, maintained product service, underwrite, manage and retained accounts, prepared quotations, issued new and renewal policies.
- Developed and implemented an employee self-funded health care program for 2000+ employee group that provided improved benefits for employees and simultaneously reduced employers cost and administration.
- Developed & Implemented a payroll deduction voluntary benefit insurance program for the employees personal needs by providing an innovative discounted Auto/Home/Life & Disability products.

**EDUCATION****Northeastern University – Dedham, MA**

- Certificate of Project Management/ Construction Management,  
2 year graduate program consolidated & completed in 1 year

2002-2003

**Certified Insurance Counselor C.I.C.**

1986-2003

**Assumption University - Worcester , MA**

- Bachelor of Arts Political Science/Economics

1982

**Licenses**

Florida Real Estate Broker, State of Virginia  
FL Real Estate License #BK3232112  
VA Real Estate License #0225236830

2018 - Present

State of Florida Insurance Broker/Real Estate Broker  
INS License # P217249 2-20 Res Gen P&C / 2-15 Res Gen L&H  
License AC# 4906970

2009 - 2018

Insurance Producer/ Real Estate Broker  
State of New Hampshire License # INS 2026148/ RE# 064337

2007 - 2010

Insurance Broker  
Commonwealth of Massachusetts License # 1667696

1978 - 2007

Real Estate Broker  
Commonwealth of Massachusetts License # 9504588

1982 - 2010

**Affiliations**

President, Board of Directors, Italian American Realty Corporation

1999 - 2001

Exalted Ruler, Leominster Lodge of Elks

1988 -1989

President, New England User Group of Applied Systems software systems

1987 -1990

**Volunteer**

Sentara MJH Hospital, Charlottesville VA. Patient Support/Advocate Volunteer

2018 - 2019

United Methodists Church, Venice Fl. Fellowship Dinner Volunteer.

2009 - 2014

Town of Stratham NH. Planning Board Mbr. &amp; Gateway Committee Member

2006 - 2009

Coach, Leominster Recreation Department for Basketball and Baseball League

1995 - 2001

# EXHIBIT 6

To: Board of Supervisors

From: Jeff Kalteux – 23 Lagare Street

Re: Interest in open position

Hello,

I would like to express my interest in one of the open positions. My family is new to Grand Haven. We moved here in April from the Atlanta area (Woodstock). We visited here multiple times and have family locally. We fell in love with the area and decided to move here.

In Woodstock, we lived in a Master-planned community, where I became very involved in many community initiatives. There are many HOAs, apartments and a large commercial presence. I sat on our HOA board for 7 years and was President for 4 of those. We had 876 homes (price range from 400s to over a million) and 3 distinct areas. As for amenities, we had 2 adult pools and a kid's pool, many tennis courts and pickle ball. We had a large children's area. We also owned a large HOA building housing offices we rented to homeowners, a large conference area and large gym in our basement. In addition, there was a public golf course (worked with their owners). As with all HOAs we had many subcommittees.

- Social
- Tennis
- Architectural
- Welcome
- Swim

I was president during Covid and led our team thru that time. Which included new formats for tennis, swim, gym and much more. Here are a few of our accomplishments during my tenure:

- Passed a capitalization fee amendment generating 35K in new revenue per year (required 2/3 of all homeowners to sign)
- Handled all budgets and reviewed with board
- Worked with property manager & our retained attorney on all legal matters
- Worked with county health department, sheriffs and fire department ongoing
- Led all Subcommittees – reworking many
- Reworked our architectural guidelines
- Handled multiple RFPs
- Strong financial performance ongoing

As we were a master planned community, we also had a ROA (Residential Owner's Association), which was over the entire area (all HOAs, apartments and COA- approx. 5000 homes (not including apartments), where I was also the president. This board worked with the HOAs and COA (Commercial Owners Association), to set overall guidelines, provide guidance for the entire area and much more. We

had big relationships with the County, City, Sheriff's department, DOT and much more. Here are some accomplishments there:

- RFP for a new property management company
  - Reworked our insurance coverage
- RFP for a new landscape company (very large area)
- Negotiated with county for large concessions to roadways and new walking path to downtown area
- Initiated quarterly HOA presidents meeting to share best practices, enhance communication and more
- Reworked our website
- Worked with COA for new guidelines on architecture and signage
- Handled RFP for city planner to include all new landscape design along many miles of roadway, new signage look for all monuments and street signs, new crosswalks and much more

Other information that may be relevant. I was an executive in the Hospitality industry overseeing hundreds of restaurants across the SE and Texas. In that position along with operational control I oversaw hundreds of builds and remodels and much more. After that career I owned a construction company for 8 years handling both residential and commercial projects. That was how initially became involved with our HOA. I built our gym, remodeled multiple bathroom areas and more – a background that was very helpful for many reasons with both the ROA and HOA.

As a reference relative to my HOA and ROA experience here is the owner of the property management company.

James Haslam – Sixes Management 678-644 4612

Thanks for your consideration. I look forward to hearing from you.

# EXHIBIT 7

# JOSEPH PIETROPAOLO

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## Qualifications & Services

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

## Education

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

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

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

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

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

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

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

## Investigative Positions

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

Internal Investigator 1 NYS Justice Center

## Teaching Experience

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

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

**Adjunct Professor of Psychology Georgian Court University, Lakewood NJ**

## Accident Investigation

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

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

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

## Professional Experience

BLUE TIGER INVESTIGATIONS, Joseph Pietropaolo, Chief Investigator 10/2013 to present

Certified and experienced to do all types of Criminal and Civil Investigations such as but not limited to;

Missing persons, Fraud, Vehicular Accidents, Liability Investigations, Crime Scene Investigation and Evaluation, and all types of Evidentiary Investigations both Criminal and Civil.

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

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

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

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

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

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

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

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

**Professional Presentations**

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

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

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

**Contact Information**

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

# EXHIBIT 8

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

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

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

ACKNOWLEDGMENT OF OATH BEING TAKEN

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

The foregoing oath was administered before me this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of \_\_\_\_\_ Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

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

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

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

# EXHIBIT 9

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

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NEW SUPERVISOR INFORMATION SHEET

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**Payroll Information**

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

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

# EXHIBIT 10

# FORM 1

# STATEMENT OF FINANCIAL INTERESTS

# 2022

Please print or type your name, mailing address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY : ZIP : COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

CHECK ONLY IF  CANDIDATE OR  NEW EMPLOYEE OR APPOINTEE

**\*\*\*\* THIS SECTION MUST BE COMPLETED \*\*\*\***

**DISCLOSURE PERIOD:**

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2022.

**MANNER OF CALCULATING REPORTABLE INTERESTS:**

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (**must check one**):

**COMPARATIVE (PERCENTAGE) THRESHOLDS** OR  **DOLLAR VALUE THRESHOLDS**

**PART A -- PRIMARY SOURCES OF INCOME** [Major sources of income to the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

**PART B -- SECONDARY SOURCES OF INCOME** [Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

**PART C -- REAL PROPERTY** [Land, buildings owned by the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")


You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

**FILING INSTRUCTIONS** for when and where to file this form are located at the bottom of page 2.

**INSTRUCTIONS** on who must file this form and how to fill it out begin on page 3.

**PART D — INTANGIBLE PERSONAL PROPERTY** [Stocks, bonds, certificates of deposit, etc. - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

**PART E — LIABILITIES** [Major debts - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

**PART F — INTERESTS IN SPECIFIED BUSINESSES** [Ownership or positions in certain types of businesses - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

**PART G — TRAINING** For elected municipal officers, appointed school superintendents, and commissioners of a community redevelopment agency created under Part III, Chapter 163 required to complete annual ethics training pursuant to section 112.3142, F.S.

**I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.**

**IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE**

**SIGNATURE OF FILER:**

**Signature:**

\_\_\_\_\_

**Date Signed:**

\_\_\_\_\_

**CPA or ATTORNEY SIGNATURE ONLY**

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, \_\_\_\_\_, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**FILING INSTRUCTIONS:**

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

**Local officers/employees** file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

**State officers or specified state employees** who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

**Candidates** file this form together with their filing papers.

**MULTIPLE FILING UNNECESSARY:** A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

**WHEN TO FILE: Initially,** each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

**Candidates** must file at the same time they file their qualifying papers.

**Thereafter,** file by July 1 following each calendar year in which they hold their positions.

**Finally,** file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2022.

## NOTICE

**Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]**

**In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]**

## **WHO MUST FILE FORM 1:**

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county

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

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

17) Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

## **INSTRUCTIONS FOR COMPLETING FORM 1:**

**INTRODUCTORY INFORMATION** (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

**NAME OF AGENCY:** The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

**DISCLOSURE PERIOD:** The "disclosure period" for your report is the calendar year ending December 31, 2022.

**OFFICE OR POSITION HELD OR SOUGHT:** The title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

**PUBLIC RECORD:** The disclosure form and everything attached to it is a public record. Your social security number, bank account, debit, charge, and credit card numbers are not required and you should redact them from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written and notarized request.

## **MANNER OF CALCULATING REPORTABLE INTEREST**

Filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

### **IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY**

#### **PART A — PRIMARY SOURCES OF INCOME**

[Required by s. 112.3145(3)(b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.
- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

#### **PART B — SECONDARY SOURCES OF INCOME**

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

- (1) You owned (either directly or indirectly in the form of an equitable

or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

- (2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

#### **PART C — REAL PROPERTY**

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

#### **PART D — INTANGIBLE PERSONAL PROPERTY**

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

## PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

## PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure

period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

## PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

# IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

## PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s), but income from these public sources should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and

bonds, list each individual company from which you derived more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

## PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A, "Primary Sources of Income," if it meets the reporting threshold. You will **not** have anything to report **unless** during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

(2) You received more than 10% of your gross income from that business entity; **and,**

(3) You received more than \$1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

## PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes, if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

## PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

## PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, it is not a contingent liability.

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

## PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with, the types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

## PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

# EXHIBIT 11

# FLORIDA COMMISSION ON ETHICS



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

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**2022**

State of Florida  
COMMISSION ON ETHICS

**Michelle Anchors**  
Fort Walton Beach

**Antonio Carvajal**  
Tallahassee

**Travis Cummings**  
Fleming Island

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

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## I. HISTORY OF FLORIDA'S ETHICS LAWS

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

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

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

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

In 2018, Florida's Constitutional Revision Commission proposed, and the voters adopted, changes to Article II, Section 8. The earliest of the changes will take effect December 31, 2020, and will prohibit officials from abusing their position to obtain a disproportionate benefit for themselves or their spouse, child, or employer, or for a business with which the official contracts or is an officer, partner, director, sole proprietor, or in which the official owns an interest. Other changes made to the Constitution place restrictions on lobbying by certain officeholders and employees, and put additional limits on lobbying by former public officers and employees. These changes will become effective December 31, 2022.

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

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

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

## **III. THE ETHICS LAWS**

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

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

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

## A. PROHIBITED ACTIONS OR CONDUCT

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

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

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

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

**However**, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

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

### 2. *Unauthorized Compensation*

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

### *3. Misuse of Public Position*

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

### *4. Abuse of Public Position*

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

### *5. Disclosure or Use of Certain Information*

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

### *6. Solicitation or Acceptance of Honoraria*

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

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

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

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly

were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

## **B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

### *1. Doing Business With One's Agency*

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

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

### *2. Conflicting Employment or Contractual Relationship*

(a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

(c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

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

(a) When the business is rotated among all qualified suppliers in a city or county.

(b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter the contract. NOTE:

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

(c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.

(d) When an emergency purchase must be made to protect the public health, safety, or welfare.

(e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.

(f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.

(g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.

(h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).

(i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

#### *4. Additional Exemptions*

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

#### *5. Legislators Lobbying State Agencies*

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

#### *6. Employees Holding Office*

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

#### *7. Professional and Occupational Licensing Board Members*

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

#### *8. Contractual Services: Prohibited Employment*

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

#### *9. Local Government Attorneys*

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

#### *10. Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public

employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

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

#### *1. Anti-Nepotism Law*

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

#### *2. Additional Restrictions*

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

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

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

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

#### *2. Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the

agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

(a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.

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

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

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

### *3. Additional Restrictions on Former State Employees*

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

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

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

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

#### *4. Lobbying by Former Local Government Officers and Employees*

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

### **E. VOTING CONFLICTS OF INTEREST**

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

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of

community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

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

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

## **F. DISCLOSURES**

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

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

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

### **1. FORM 1 - Limited Financial Disclosure**

#### **Who Must File:**

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

STATE OFFICERS include:

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

LOCAL OFFICERS include:

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

3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

4) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

5) Members of governing boards of charter schools operated by a city or other public entity.

6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.

3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.

5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

#### What Must Be Disclosed:

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

#### When to File:

CANDIDATES for elected local office must file FORM 1 together with and at the same time they file their qualifying papers.

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

#### Where to File:

Each LOCAL OFFICER files FORM 1 with the Supervisor of Elections in the county in which he or she permanently resides.

A STATE OFFICER or SPECIFIED STATE EMPLOYEE files with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

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

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

3. *FORM 2 - Quarterly Client Disclosure*

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

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

When to File:

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

Where To File:

LOCAL OFFICERS file with the Supervisor of Elections of the county in which they permanently reside.

STATE OFFICERS and SPECIFIED STATE EMPLOYEES file with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

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

##### Who Must File:

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

##### What Must be Disclosed:

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

##### When and Where To File:

Incumbent officials must file FORM 6 annually by July 1 with the Commission on Ethics. CANDIDATES must file with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

Beginning January 1, 2022, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

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

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

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

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other than gifts

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

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

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

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

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

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

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the

purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

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

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

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

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

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

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

## **IV. AVAILABILITY OF FORMS**

LOCAL OFFICERS and EMPLOYEES who must file FORM 1 annually will be sent the form by mail from the Supervisor of Elections in the county in which they permanently reside not later than JUNE 1 of each year. Newly elected and appointed officials or employees should contact the heads of their agencies for copies of the form or download it from [www.ethics.state.fl.us](http://www.ethics.state.fl.us), as should those persons who are required to file their final disclosure statements within 60 days of leaving office or employment. The Form 1 will be filed electronically with the Florida Commission on Ethics via the Electronic Financial Disclosure Management System (EFDMS), beginning in 2023.

Beginning January 1, 2022, ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Form 6 filers will receive an emailed invitation to register for EFDMS in March 2022. Filers requiring earlier access should contact the Commission to request an invitation. Filers must maintain an updated email address in their User Profile in EFDMS.

OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file Form 1 annually will be sent the forms by mail from the Florida Commission on Ethics by June 1, 2022. Newly elected and appointed officers and employees should contact the head of their agencies for copies of the form or download the form from [www.ethics.state.fl.us](http://www.ethics.state.fl.us), as should those persons who are required to file their final financial disclosure statement within 60 days of leaving office or employment.

## **V. PENALTIES**

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

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

### *B. Penalties for Candidates*

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000, and triple the value of a gift received from a political committee.

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

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

### *D. Penalties for Lobbyists and Others*

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

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

### *E. Felony Convictions: Forfeiture of Retirement Benefits*

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

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

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

## **VI. ADVISORY OPINIONS**

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

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

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

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

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

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

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

## **VII. COMPLAINTS**

### *A. Citizen Involvement*

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

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at

www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can obtain a complaint form (FORM 50), by contacting the Commission office at the address or phone number shown on the inside front cover of this booklet, or you can download it from the Commission's website:  
www.ethics.state.fl.us.

### *B. Referrals*

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

### *C. Confidentiality*

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

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

### *D. How the Complaint Process Works*

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

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

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

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

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

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

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

#### *F. Statute of Limitations*

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

## VIII. EXECUTIVE BRANCH LOBBYING

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

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

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

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

Executive Branch Lobbyist Registration  
Room G-68, Claude Pepper Building  
111 W. Madison Street  
Tallahassee, FL 32399-1425  
Phone: 850/922-4987

## IX. WHISTLE-BLOWER'S ACT

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

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed

information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

## **X. ADDITIONAL INFORMATION**

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

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

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

## **XI. TRAINING**

Constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies (CRAs) are required to receive a total of four hours training, per calendar year, in the area of ethics, public records, and open meetings. The Commission on Ethics does not track compliance or certify providers.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff. A comprehensive online training course addressing Florida's Code of Ethics, as well as Sunshine Law, and Public Records Act is available via a link on the Commission's homepage.

# EXHIBIT 12

**RESOLUTION 2024-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT REMOVING AND ADDING AN OFFICER OF THE DISTRICT, 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**, the Board of Supervisors of the District desires to add an additional Officer of the District by appointment.

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

1. Michael Flanagan is removed as Assistant Secretary of the District and \_\_\_\_\_ is added as an additional Assistant Secretary by appointment.
2. This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED THIS 2<sup>ND</sup> DAY OF NOVEMBER, 2023.**

**GRAND HAVEN COMMUNITY  
DEVELOPMENT DISTRICT  
CHAIRMAN / VICE CHAIRMAN**

**ATTEST:**

\_\_\_\_\_

**SECRETARY / ASSISTANT SECRETARY**

\_\_\_\_\_

# EXHIBIT 13

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

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

### **Use Formal Titles**

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

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

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

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

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

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

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

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

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

## **BOARD CONDUCT WITH DISTRICT STAFF**

Governance of a District relies on the cooperative efforts of elected officials, who set policy, and District staff, who implement and administer the Board's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

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

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

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

Questions of District staff and/or requests for additional background information should be directed only to the District Manager.. Staff members shall have the specific right to decline response to communications which violate this policy.

Requests for follow-up or directions to staff should be made only through the District Manager when appropriate. When in doubt about what staff contact is appropriate, Board Members should ask the District Manager for direction. Materials supplied to Board Members in response to a request will be made available to all members of the Board so that all have equal access to information.

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

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

### **Never Publicly Criticize an Individual Employee**

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

### **Do Not Get Involved in Administrative Functions**

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

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

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

**Do Not Attend Meetings with District Staff Unless Requested by Staff and approved by the Board.**

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

**Limit Requests for Staff Support**

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

**Do Not Solicit Political Support from Staff**

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

**No Social Media Postings**

Executed this \_\_\_\_ day of November, 2023

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KEVIN FOLEY

---

JOHN POLIZZI

---

DR. MERRILL STASS-ISERN

---

(NEW SUPERVISOR)

---

NANCY CROUCH

# EXHIBIT 14



# CLARK & ALBAUGH

PROFESSIONAL LIMITED LIABILITY COMPANY

## MEMORANDUM

**From:** Scott D. Clark  
**To:** Board of Supervisors  
**Date:** November 2, 2023  
**Subject:** History of Tennis Instructors

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The Board began a discussion at its October 19 meeting about the status of the amenity-sponsored tennis instructor. In particular, questions arose about the “exclusivity” of the arrangement and the right of the Amenity Management to change or add instructors. The answers to some of the questions raised are not clear. I write this to provide some history and context for the discussion. Please note that some of the history of this issue likely precedes the files that I have available to me.

In 2008, the Contract between the CDD and the Amenity Management Group contained the following provision:

10. Recreation/Instruction Programs - Revenue Sharing. Recreation/instruction programs (i.e. tennis, yoga, personal training, etc.) shall be reasonable priced with the objective of maximizing resident participation. The Management Company shall directly charge the individuals participating on these programs for services provided, and all revenue collected as a result shall be subject to the following allocation between the CDD and the Management Company:

- During year 1 of the Agreement:	Management Company subcontractor	85%
	Management company	10%
	CDD	5%
- During optional year 2: of the Agreement	Management Company subcontractor	80%
	Management company	10%
	CDD	10%

The 2008 agreement included a copy of the AMG proposal, which set forth the same revenue sharing formula, but added the following language:

Note: AMG staff and/or subcontractors shall have the exclusive right to offer all personalized instruction at these facilities.

A 2009 amendment to this agreement provided the following language, which served to eliminate the District's cost sharing percentage.

Sharing of Revenues:

Recreation/instruction programs (i.e., yoga, tennis, personal training) shall be reasonably priced, with the objective of maximizing resident participation. The participants in these programs shall be charged directly by AMG for such services, and district agrees to forego any "revenue-sharing" income from these activities.

Note: AMG staff and/or subcontractors shall have the exclusive right to offer all personalized instruction at these facilities.

The Agreement dated October 1, 2010 was essentially the same.

A 2013 Contract document contained the following language:

- j. Tennis, yoga, fitness and other instructions or lessons shall be offered at reasonable pricing for the sole purpose of the residents of Grand Haven and their guests. The Amenity Manager shall have the exclusive right to offer all personalized instruction at these facilities. Contracted Instructors shall be paid by the Amenity Manager. The Amenity Manager shall reserve the right to withhold a 10% administrative fee for all lessons and instructions, payable by the consumer.

A contract dated March 1, 2014 contained this language:

9. Recreation/Instruction Programs. Section V of the Proposal is incorporated into this paragraph 10 with respect to the Management Company's duties and obligations with respect to recreation/instruction. Recreation/instruction programs (i.e., tennis, yoga, personal training, etc.) shall be reasonably priced with the objective of safely maximizing resident participation. The Management Company shall maintain all contractor agreements which shall include the instructor's proof of liability insurance.

The Proposal referenced in the agreement contained the following language:

- j. All employees and/or independent contractors that provide recreational instruction at the facilities on a periodic or year-round basis are contracted and monitored by AMG. Such personnel shall offer their services at reasonable pricing for the sole purpose of the Grand Haven residents and their guests, according to the existing Amenity Policies and Procedures, subject to the Board's discretion.**

During the years 2013, the minutes of Board meetings reveal at least two instances in which the Board heard discussion of incidents involving residents bringing private instructors. One such incident is reported in the December, 2014 minutes and contained the following discussion:

## **B. Amenity Manager**

Mr. Ross indicated that a resident utilized a tennis court to have a tennis instructor give lessons to her daughters; he questioned if that practice is allowed or if the \$10 daily guest fee should be charged. Supervisor Davidson recalled that AMG's tennis instructor has an exclusive contract to teach within the District; therefore, no other tennis instructors are allowed to teach within the community. Mr. Ross noted receipt of \$440 in tennis fees, over the past two months.

Mr. Ross reported that the tree lighting event was very successful.

Supervisor Lawrence questioned if the community was made aware of the exclusive contract with the tennis instructor and whether the rules state that exclusivity. Mr. Ross replied affirmatively.

It was at the next meeting following this discussion that the Amenity Rules were amended to include the following provision:

- (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.

The audio tape of the January 2015 meeting had problems and the discussion of this amendment was not transcribed.

Viewed in its context, this rule amendment should not be construed to create an exclusive contract in favor of any one individual to provide tennis lessons. Instead, it memorializes provisions contained in multiple agreements and exhibits specifying that the Amenity Manager has the exclusive right to provide lessons. The contract documents themselves do not resolve the questions of whether the Amenity Manager is limited to a single instructor or whether the CDD Board has oversight over the selection of that instructor. These are matters which should be clarified.

# EXHIBIT 15

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

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

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*Amended through ~~January 19~~ November 2, 2023 by the Board  
of Supervisors*

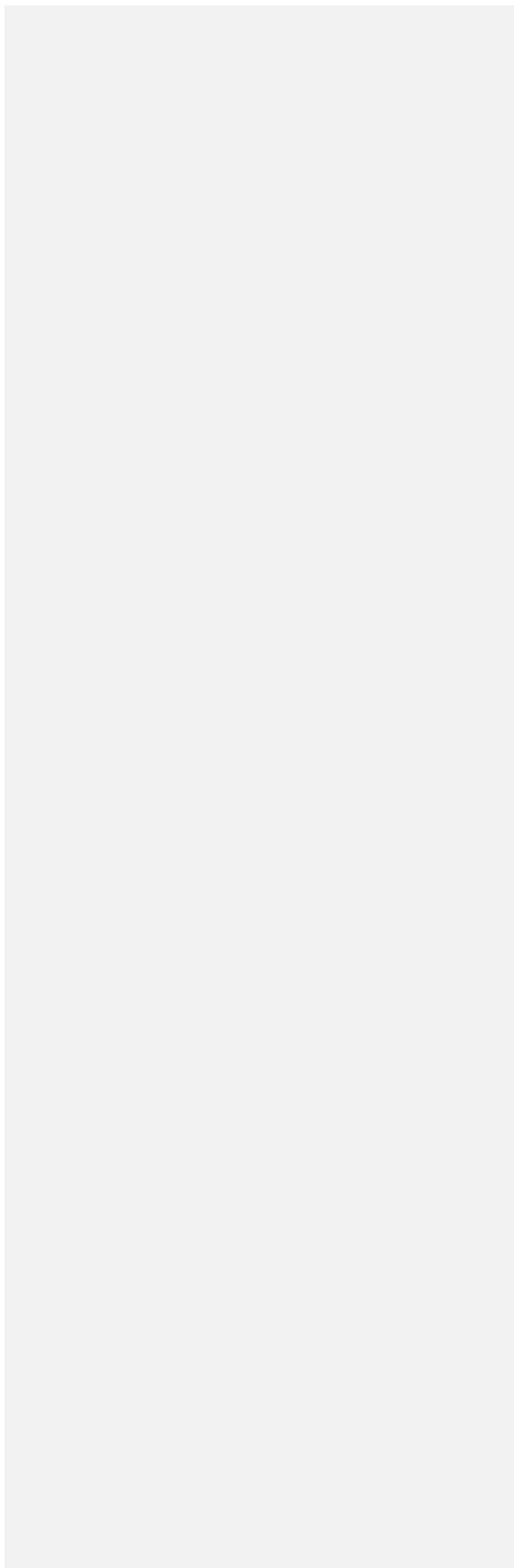
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**Adopted: ~~8/18/2022~~ 11/19 11/2/2023**

**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 Contractor**” – shall mean an individual who is or who works for a company or vendor with which the District has a contract to provide services for the District.

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

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“**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.
  
- (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 or District Contractors 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. Chair lifts are designed so that, according to applicable regulations, they may be used by persons with disabilities without the assistance of another person. Amenity staff members are available to provide instruction or answer questions about the use of the chair lift but are not allowed to physically assist the Patron in getting in and out of the chair lift or in and out of the water. If a person using the chair lift requires the physical assistance of another person in using the chair lift, the person must make separate arrangements to bring such other person along.
- (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. Chair lifts are designed so that, according to applicable regulations, they may be used by persons with disabilities without the assistance of another person. Amenity staff members are available to provide instruction or answer questions about the use of the chair lift but are not allowed to physically assist the Patron in getting in and out of the chair lift or in and out of the water. If a person using the chair lift requires the physical assistance of another person in using the chair lift, the person must make separate arrangements to bring such other person along.
- (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 GHCDD 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 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 these facilities must be turned off after use.

- (13) Children under the age of thirteen (13) are not allowed to use 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	Memorial Day	Christmas Day
New Year's Eve	New Year's Day	Christmas Eve
Labor Day	Thanksgiving	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 polices 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, [District Contractors](#) 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 Employees, [District Contractors](#), Amenity Facilities Staff, and/or District property. Such hostile behavior shall include, but not be limited to excessive argumentative behavior, violence or threats of violence [or making statements which by their very utterance inflict injury or tend to incite an immediate breach of the peace, that is, words that are likely to provoke a violent reaction or behavior deemed by the Chairman of the Board of Supervisors, or his or her designee, in his or her sole discretion, to constitute a violation of sections 784.011, 784.021, 784.03, 784.041, or 784.046, Florida Statutes, whether or not law enforcement is contacted or charges are filed.](#)
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 Employees or District Contractors or the personnel or employees of the Amenity Facilities Staff, or Patrons and Guests, in a 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. Automatic Suspension Without Notice: Any violation of these rules, regulations, regulations, policies and procedures occurring on District Property which constitutes conduct described in 1 through 4 under the section titled “Expulsion from Premises,” or conduct which is deemed by the Chairman of the Board of Supervisors, or his or her designee, in his or her sole discretion, to constitute an assault, aggravated assault, battery, domestic battery or similar conduct which would constitute a violation of sections 784.011, 784.021, 784.03, 784.041, or 784.046, Florida Statutes, whether or not law enforcement is contacted or charges are filed, shall result in the immediate suspension, without notice or hearing, of the offending Patron’s, House Guests and Daily Guests privileges to use the Amenity Facilities. The Chairman, or his or her designee, may make such investigation or inquiry as may be necessary to determine the details of any violation he or she suspects may constitute a violation of sections 784.011, 784.021, 784.03, 784.041, or 784.046, Florida Statutes. In the event of such conduct, the Board may take one or more of the actions described under “Second Offense” and “Third Offense” below without requiring any additional warning. Any suspension imposed pursuant to this provision shall be ratified by the District’s Board of Supervisors at its next regular meeting.

~~1-2.~~ 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

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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.~~

~~2.3.~~ 3.3. 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.

~~3.4.~~ 3.4. 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

**RESOLUTION 2024-03**

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

**WHEREAS**, the Grand Haven Community Development District ("District") is the owner of various amenity facilities (the “Amenities”) within the boundaries of the District;

**WHEREAS**, Board of Supervisors of the District (“Board”) has the right to adopt reasonable rules and regulations regarding the use and operation of District Amenities;

**WHEREAS**, the Board previously adopted its Rules, Policies and Fees for All District and Amenity Facilities (the “Amenity Rules”); and

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

**WHEREAS**, the Board duly noticed and conducted a public hearing 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 2nd day of November, 2023.

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Secretary/Assistant Secretary

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Chair/Vice Chair

# EXHIBIT 17

**GRAND HAVEN  
COMMUNITY DEVELOPMENT DISTRICT  
FY2023/2024 CAPITAL IMPROVEMENT PLAN PROJECT TRACKER  
10/25/2023**

Line	Description	Budgeted Cost	Variance (+/-)	Invoiced Amount	Final Cost	Comments/Notes	Completed
1	Concrete Curb and Gutter Replacement	\$150,723				Creating priority list.	
2	Concrete Replacement, Sidewalk Repair	\$50,565		\$829		In progress.	
3	Firewise Projects	\$49,593				Scheduled to begin in November.	
4	Light Pole & Fixture - Replacement	\$30,874				Seeking proposals.	
5	Pond Bank Erosion Issues	\$30,000					
6	Flat Roof - Village Center (VC)	\$30,006				Seeking proposals.	
7	Front Street Circle Repair	\$30,006				Seeking proposals.	
8	Maint, Utility Vehicle, Golf Cart (VC)	\$18,000				Seeking proposals.	
9	Architect, Café Renovation, 1 X - (VC)	\$56,275					
10	Café, Renovation Allowance - (VC)	\$301,636					
11	Lake Aerator (Annual)	\$37,918				Proposals to be presented to Board on 11/02/2023	
12	Landscape Enhancements (Annual)	\$56,275					
13	Mailbox Replacement	\$16,882				Creating priority list.	
14	Spa Equipment, Heater, Gas - (VC)	\$10,130				Seeking proposals.	
15	Server	\$17,018		\$14,585		Order placed. Waiting for scheduled installation date.	
16	<b>Totals:</b>	<b>\$885,901</b>		<b>\$15,414</b>			

# EXHIBIT 18



## Operations Manager's Report – November 2nd, 2023

### ○ MAILBOX REPLACEMENTS

- New mailboxes for the Crossings have been delivered and installed. 10/09/2023
- The majority of the keys for the new mailboxes have been distributed to the Crossings residents. 10/25/2023
- The switchover to the new mailboxes was completed by the Post Office, and the old mailboxes have been removed. 10/19/2023

### ○ POOLSIDE FURNITURE AT CREEKSIDE

- The new poolside furniture for the Creekside amenity center has been ordered 10/11/2023.
- The tentative shipping dates are 10/13/2023 - 11/24/2023.

### ○ HOG HUNTER ACCESS AGREEMENT

- The county has purchased a Pig Brig and it has been installed and is in use. 06/07/2023
- The county has informed us that the Pig Brig is being used successfully and is catching up to 12-15 hogs at a time. 7/12/2023
- More than 200 hogs have been removed from the Graham Swamp area as of 09/13/2023.

Barry Kloptosky • Operations Manager  
Grand Haven CDD  
2 N. Village Pkwy  
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# GRAND HAVEN



## COMMUNITY DEVELOPMENT DISTRICT

### ○ CAFÉ RENOVATION PROJECT

- The architect gave a presentation to the Board at the July 20<sup>th</sup> Board meeting which included the conceptual drawings, scope of work, and cost projections for the café renovation project. 08/09/2023
- The Board approved the architect's phase 2 design proposal for the completion of the design drawings for permitting, bidding, and construction. 8/09/2023
- Staff had a zoom meeting with the design architect to review the first draft of the design drawings on 09/20/2023.
- Staff had an onsite meeting with the engineers to verify dimensions and answer questions related to completing the construction drawings on 10/09/2023.

### ○ NEW SERVER FOR CDD OFFICE EQUIPMENT

- The new server has been ordered. We are waiting for a scheduled installation date. 10/11/2023
- Preliminary work in preparation for the new server completed by the IT company on 10/06/2023.

### ○ AUTOMATIC DOOR OPENER AT WATERSIDE CAFÉ

- Staff has met with contractors to assess the situation and to get prices for equipment, installation, and electrical supply. 10/25/2023

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○ **POND AERATOR PROPOSALS**

- Staff has provided two proposals for pond aeration to be considered by the Board at the November 2<sup>nd</sup> Regular Meeting. 10/25/2023

○ **PROPANE SUPPLIER ISSUES**

- Staff has submitted two proposals for consideration by the Board at the November 2<sup>nd</sup> Regular Meeting. 10/25/2023

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# EXHIBIT 19

## **GRAND HAVEN MEETING ATTORNEY REPORT LIST (10/19/23)**

### **1. Amenity and District Property Rule**

The proposed rule amendments have been properly noticed and are set for public hearing at the November regular meeting. The redlined language is included elsewhere in the agenda package.

### **2. Tennis Instructor Background**

The agenda contains a discussion about policy for selection of instructors for Amenity Programs, which arises from a discussion at the last meeting. I will submit prior to the meeting some thoughts and materials on the history of this issue.

# EXHIBIT 20

## GRAND HAVEN MEETING AGENDA MATRIX

<b>November, 2023</b>	<b>Workshop:</b>	No Workshop	
	<b>Regular Meeting: 11/2</b>	<p><b>Staff Reports</b></p> <ul style="list-style-type: none"> <li>• District Engineer</li> <li>• District Counsel</li> <li>• District Manager</li> </ul> <p><b>Consent Agenda Items</b></p> <p><b>Business Items</b></p> <ul style="list-style-type: none"> <li>• Interviews of Candidates and Appointment to vacant Seat #4.</li> <li>• Public Hearing on Changes to the Amenity Rules</li> <li>• Resolution for Amending the FY 2023 Budget</li> </ul> <p><b>Discussions</b></p> <p><b>Presentations</b></p> <ul style="list-style-type: none"> <li>• Overview on the Process of Selecting Instructors for Amenity Programs</li> </ul>	<ul style="list-style-type: none"> <li>• Exhibit from Logan</li> <li>• Presentation to be done by John Lucansky</li> </ul>

# GRAND HAVEN MEETING AGENDA MATRIX

<i>December, 2023</i>	<i>Workshop:</i>	No Workshop	
	<i>Regular Meeting: 12/7</i>	<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>○ 10/5/2023 Workshop</li> <li>○ 10/19/2023 Regular Meeting</li> <li>○ 11/12/2023 Regular Meeting</li> <li>○ Unaudited Financials (October, 2023)</li> </ul> </li> </ul> <p><b><i>Business Items</i></b></p> <p><b><i>Discussions</i></b></p> <ul style="list-style-type: none"> <li>• Café Renovations Drawings</li> </ul>	

# GRAND HAVEN MEETING AGENDA MATRIX

January, 2024	<p><b>Workshop:</b> 1/4</p>	<p><b><i>Presentations</i></b></p> <p><b><i>Discussions</i></b></p> <ul style="list-style-type: none"> <li>• Escalante/Golf Course Issues</li> <li>• Rankings of Topics for remainder of FY 2024</li> </ul>	
	<p><b>Regular Meeting:</b> 1/18</p>	<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>○ 12/7/2023 Regular Meeting</li> <li>○ Unaudited Financials (November, 2023)</li> <li>○ Unaudited Financials (December, 2023)</li> </ul> </li> </ul> <p><b><i>Business Items</i></b></p> <p><b><i>Discussions</i></b></p> <ul style="list-style-type: none"> <li>• OM to provide Update on Hog Situation (including information from Flagler County officials regarding successes to date)</li> </ul>	

**GRAND HAVEN MEETING AGENDA MATRIX**

<p><i>Unscheduled Items</i></p>	<p><i>Future Workshop Issues:</i></p> <ul style="list-style-type: none"><li>• Spartina on Pond Banks/Pond Bank Issues</li><li>• Call Box Upgrades due to Technological Changes</li><li>• Discussion of Amenities (in general)</li></ul> <p><i>Future Meeting Issues:</i></p> <ul style="list-style-type: none"><li>• 10-Year Plan Presentation to Residents</li></ul>	<ul style="list-style-type: none"><li>• Invite HOA to the workshop</li></ul>
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## GRAND HAVEN MEETING AGENDA MATRIX

SUBJECT	NOTES
Communications	<ul style="list-style-type: none"> <li>• New website—Target is 8/2023: <b>Underway</b></li> <li>• Chair to write annual report to residents at end of FY</li> <li>• “New Work in Progress” schedule on website: <b>Underway</b></li> <li>• Regular communications with HOA: <b>Ongoing</b></li> <li>• Periodic Socials—get to know board; tutorials on new tech: 10/5 workshop: <b>Do not continue to list</b></li> <li>• Build relationship with City and County: <b>Ongoing</b></li> <li>• Ten year plan presentation: <b>Paused</b></li> <li>• <b>E-Blasts about encroachment on CDD owned land (District Counsel to provide guidance)</b></li> <li>• Include \$ amounts in E-Blasts if known (e.g. the cost of cleaning out drains for putting yard debris in it)</li> </ul>
Safety and Security	<ul style="list-style-type: none"> <li>• Improve visibility at intersections along Waterside (visibility of lines and hedge lines): <b>Ongoing by OM</b></li> <li>• <b>Plan for more perimeter fencing</b>: Flagler County seeking funding alternatives. 10/5/2023 workshop added the matter of sound barrier walls</li> <li>• Inspect roads and walkways: <b>Ongoing by OM &amp; DE</b></li> <li>• Work with county and HOA regarding hogs: <b>Ongoing</b></li> <li>• Modifications of all gates—Will need OM input: <b>Ongoing</b></li> <li>• <b>Technology for gate access</b>—Will need OM input; <b>Ongoing</b> <ul style="list-style-type: none"> <li>• Eliminate tailgating at Gate</li> </ul> </li> <li>• Gate options for sidewalks—<b>10/5: Board decided not to take action at this time.</b></li> <li>• Cell phone gate access for visitors—<b>Done</b></li> <li>• <b>Cap on number of amenity cards issued</b></li> <li>• <b>Wild Hog Issue</b></li> </ul>
Café’ Renovations	<ul style="list-style-type: none"> <li>• Design work for café contract signed (5/4/2023); <b>Underway</b></li> </ul>
Vesta’s Participation in Cafe	<ul style="list-style-type: none"> <li>• Include in consideration of RFP</li> </ul>
Staffing/Organization	<ul style="list-style-type: none"> <li>• Staff Chief(new) to be in charge of ALL communications</li> <li>• Need roles...Compensation &amp; Benefits</li> <li>• OM Assistant &amp; more field workers</li> <li>• Use professional job recruiter</li> <li>• <b>10/19 Meeting</b></li> </ul>
<b>Pond and Bank Plan</b>	<ul style="list-style-type: none"> <li>• <b>10/19 Meeting</b></li> </ul>

## GRAND HAVEN MEETING AGENDA MATRIX

Tech Strategy	
Parking Lot	1/5/2023 Workshop: Remove from Long Term plan
Alternative Energy	
Ten Year Plan	Underway
What to do with Parcel K	
Parcel next to Golf Course	
Banking Oversight	Underway
Oak Tree Management	Involve UF if possible
Dog Park	<ul style="list-style-type: none"> <li>• Minimal upgrades: 10/19/2023 Meeting</li> </ul>
Amenity Management Alternatives	<ul style="list-style-type: none"> <li>• Bring amenity management “In House”?</li> </ul>
Amenity Expansion	<ul style="list-style-type: none"> <li>• New sports?</li> </ul>
Building Expansion	<ul style="list-style-type: none"> <li>• Additional Spacing needs</li> </ul>

# EXHIBIT 21

Date of Action Item	Action Item	Status
	<b>DISTRICT MANGER SECTION</b>	
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.	Underway
5/18/2023	<del>Set up meeting with Sheriff's Office regarding traffic enforcement in Grand Haven</del>	Done
6/15/2023	DM to work with OM and DC to determine District responsibilities for Pond Banks	Underway
8/18/2023	<del>DM to follow up with FIA about pending agreement with FSCO</del>	Done
8/7/2023	<del>DM to send Dr. Merrill's power point to Board. Board to provide comments back that will be forwarded to Dr. Merrill</del>	Done
10/5/2023	DM to send Board link of video (from OM) for call boxes	
10/19/2023	DM to Email to Board updated list of Goals from Chair	
10/19/2023	DM to arrange E-Blast regarding Vacancy in Seat #4	
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	<b>OPERATIONS MANAGER SECTION</b>	
6/2/2022	OM is to set up a FPL energy audit for all structures in community including pumphouse.	6/9: To be scheduled

1/19/2023	OM to provide Board with requested call box information (what to do with respect to "open house" events and construction crews) for updated Post Orders.	9/7: Done
3/2/2023	OM is to provide list of any additional items (with associated costs) for improvements to gate access	10/5: Done
3/2/2023	OM to provide DM and Chair with any unbudgeted IT/Technology items	9/28: Done
4/6/2023	OM to provide proposal for upgraded call boxes	10/5: Done
4/6/2023	OM office to provide further info on updating the gate boxes, looking at restricting pedestrian and cycle access and continuing to upgrade to mobile phone use.	10/5: Done
6/15/2023	OM to work with DM and DC to determine District responsibilities for Pond Banks	Underway
8/3/2023	OM to speak with landscape maintenance company regarding blowing grass into the ponds	Done
8/17/2023	OM to see if there is any bonding agent that can be placed on clay at tennis courts to keep the clay in place.	Done
8/17/2023	OM to provide proposals for handicap access of doors at Village Center bathrooms and the Creekside bathrooms.	Underway
10/5/2023	OM to send DM link of video on call boxes	
10/5/2023	OM to work with DC on drafting an RFP for Security Guard Services	
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	<b>DISTRICT ENGINEER SECTION</b>	

9/7/2023	D.E. to provide copy of recommendation made in the past regarding removing spartina from pond banks and replacing it with rock	9/12: DE advises no written recommendation was made but this may be the case for many pond banks.
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	<b>BOARD SECTION</b>	
4/6/2023	Dr. Merrill to send me information on gate technology issues	4/13: Reminder email sent to Dr. Merrill 4/17: Per Dr. Merrill, OM office to provide further info on updating the gate boxes, looking at restricting pedestrian and cycle access and continuing to upgrade to mobile phone use.
4/20/2023	Chair to work with Skye Lee on details of District bank accounts	Underway
<del>7/20/2023</del>	<del>Board to send comments to DM regarding communication fact finding group comments. Due to DM on 7/24</del>	Done
8/3/2023	Supervisor Crouch to send DM information obtained about county hog needs	Done
9/7/2023	Supervisors to send DM comments regarding spending priorities based on revised L T plan (now includes FY 2033 information)	Done
9/7/2023	Supervisors to send DM comments on Chair's email regarding priority of subjects remaining to be discussed.	9/12: Email sent (comments back by 9/15)
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	<b>DISTRICT COUNSEL SECTION</b>	
1/19/2023	DC to work with City of Palm Coast to determine current storm clean up protocol and to provide a new MOU if possible	Underway
6/15/2023	DC to work with OM and DM to determine District responsibilities for Pond Banks	Underway

7/20/2023	DC to prepare for PH during the 9/21 Board meeting regarding changes to the amenity rules	On 11/2 agenda
<del>8/17/2023</del>	<del>DC to look into Amenity Rule changes with respect to the Pool Lift</del>	Done
10/5/2023	DC to work with OM on drafting an RFP for Security Guard Services	

# EXHIBIT 22

**RESOLUTION 2024-04**

**A RESOLUTION AMENDING THE GRAND HAVEN  
COMMUNITY DEVELOPMENT DISTRICT GENERAL  
FUND BUDGET FOR FISCAL YEAR 2022-2023**

**WHEREAS**, the Board of Supervisors, hereinafter referred to as the “Board”, of Grand Haven Community Development District, hereinafter referred to as “District,” adopted a General Fund Budget for Fiscal Year 2022-2023.

**WHEREAS**, the Board desires to reallocate funds budgeted to re-appropriate Revenues and Expenses approved during the Fiscal Year.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CASCADES AT GROVELAND COMMUNITY DEVELOPMENT DISTRICT THE FOLLOWING:**

1. The General Fund Budget is hereby amended in accordance with Exhibit “A” attached.
2. This resolution shall become effective this 2nd day of November 2023 and be reflected in the monthly and Fiscal Year End 9/30/2023 Financial Statements and Audit Report of the District.

**GRAND HAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Chairman/ Vice Chairman

Attest:

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

EXHIBIT "A"  
BUDGET AMENDMENT

**GRAND HAVEN CDD**  
**FISCAL YEAR 2022-2023 AMENDED BUDGET**  
**GENERAL FUND**

	<u>Adopted Budget</u>	<u>Amended Budget</u>	<u>Variance + / (-)</u>
<b>Revenues</b>			
Assessments On-Roll (Net)	\$ 3,738,054	\$ 3,761,135	\$ 23,081
Reuse Water	23,000	20,271	(2,729)
Gate & Amenity Guest	9,000	20,978	11,978
Tennis	3,000	1,275	(1,725)
Room Rentals	2,000	1,938	(62)
Interest & Miscellaneous	20,000	43,718	23,718
Fund Balance Forward	-	71,357	71,357
<b>Total Revenues</b>	<b>3,795,054</b>	<b>3,920,672</b>	<b>125,618</b>

**Expenditures**

**Administrative**

Supervisor Payroll	12,000	8,800	(3,200)
Supervisor - workshops	9,000	7,600	(1,400)
District Management Services			
District Management	40,299	42,924	2,625
Administrative	10,712	10,712	0
Accounting	22,119	22,119	(0)
Assessment roll preparation	9,734	9,734	0
Disclosure Report	-	-	-
Arbitrage rebate calculation	-	-	-
Office supplies	1,050	-	(1,050)
Postage	3,150	5,766	2,616
Trustee	-	-	-
Audit	4,850	6,800	1,950
Legal - general counsel	103,000	129,738	26,738
Engineering	31,500	39,522	8,022
Engineer Stormwater Analysis	5,000	-	(5,000)
Legal advertising	5,460	2,681	(2,779)
Bank fees	1,575	1,515	(60)
Dues & licenses	184	175	(9)
Property taxes	2,520	2,563	43
Tax collector	-	-	-
Contingencies (Property Owner Survey)	-	3,329	3,329
<b>Total Administrative</b>	<b>262,153</b>	<b>293,979</b>	<b>31,826</b>

**Information and Technology**

IT Support	28,004	33,542	5,538
Village Center & Creekside telephone & fax	6,873	6,261	(612)

Cable/internet- Village Center & Creekside	10,271	14,729	4,458
Wi-fi for gates	5,139	-	(5,139)
Landlines/hot spots for gates & cameras	27,720	27,697	(23)
Cell phones	7,646	5,885	(1,761)
Website hosting & development	1,591	1,629	38
ADA website compliance	221	220	(1)
Communications: e-blast	525	284	(241)
<b>Total Information and Technology</b>	<b>87,990</b>	<b>90,248</b>	<b>2,258</b>

### Insurance

Insurance: general liability & public officials	12,532	110,628	98,096
Insurance: property	82,550	-	(82,550)
Insurance: auto general liability	3,311	-	(3,311)
Flood insurance	4,140	-	(4,140)
<b>Total Insurance</b>	<b>102,533</b>	<b>110,628</b>	<b>8,095</b>

### Utilities

Electric			
Electric services - #12316, 85596, 65378	5,980	8,461	2,481
Electric - Village Center - #18308	36,225	37,925	1,700
Electric - Creekside - #87064, 70333	24,725	27,204	2,479
Street lights <sup>1</sup>	23,000	27,408	4,408
Propane - spas/café	42,630	29,007	(13,623)
Garbage - amenity facilities	15,960	12,814	(3,146)
Water/sewer			
Water services <sup>2</sup>	120,750	144,518	23,768
Water - Village Center - #324043-44997	14,175	19,796	5,621
Water - Creekside - #324043-45080	7,665	8,434	769
Pump house shared facility	16,275	1,996	(14,279)
<b>Total Utilities</b>	<b>307,385</b>	<b>317,563</b>	<b>10,178</b>

### Field Operations

Stormwater system			
Aquatic contract	54,010	54,093	83
Aquatic contract: lake watch	4,280	4,628	348
Aquatic contract: aeration maintenance	4,200	1,289	(2,911)
Lake bank spraying	6,434	-	(6,434)
Stormwater system repairs & maintenance	15,750	-	(15,750)
Property maintenance			
Horticultural consultant	10,080	9,600	(480)
Landscape enhancement	-	-	-
Landscape repairs & replacement	21,000	42,858	21,858
Landscape maintenance contract services	615,105	638,537	23,432
Landscape maintenance: croquet	53,340	54,128	788
Tree maintenance (Oak tree pruning)	36,750	38,400	1,650
Optional flower rotation	21,000	-	(21,000)

Irrigation repairs & replacement	40,000	32,510	(7,490)
Roads & bridges repairs	15,750	8,351	(7,399)
Sidewalk repairs & replacement	-	1,063	1,063
Street light maintenance	15,750	8,526	(7,224)
Vehicle repairs & maintenance	5,250	14,678	9,428
Office supplies: field operations	14,700	12,917	(1,783)
Holiday lights	9,450	5,133	(4,317)
CERT operations	500	496	(4)
Community maintenance	120,000	90,489	(29,511)
Storm clean-up	27,300	158,810	131,510
Miscellaneous contingency	-	25,159	25,159
<b>Total Field Operations</b>	<b>1,090,649</b>	<b>1,201,664</b>	<b>111,015</b>

### Staff Support

Payroll	606,564	604,676	(1,888)
Merit pay/bonus	25,000	24,945	(55)
Payroll taxes	81,635	49,595	(32,040)
Health insurance	116,600	98,413	(18,187)
Insurance: workers' compensation	30,000	12,214	(17,786)
Payroll services	6,250	4,238	(2,012)
Mileage reimbursement	16,000	9,300	(6,700)
Vehicle allowance	-	-	-
<b>Total Staff Support</b>	<b>882,049</b>	<b>803,381</b>	<b>(78,668)</b>

### Amenity Operations

Amenity management	610,570	632,629	22,059
A/C maintenance & service	4,095	19,984	15,889
Fitness equipment service	7,875	3,052	(4,823)
Music licensing	3,757	4,020	263
Pool/spa permits	919	877	(42)
Pool chemicals	16,275	20,139	3,864
Pest control	4,095	2,489	(1,606)
Amenity maintenance	120,000	152,017	32,017
Special events	10,500	15,503	5,003
<b>Total Amenity Operations</b>	<b>778,086</b>	<b>850,709</b>	<b>72,623</b>

### Security

Gate access control staffing	214,594	207,408	(7,186)
Additional guards	8,400	-	(8,400)
Guardhouse facility maintenance	16,800	15,057	(1,743)
Gate communication devices	22,050	11,602	(10,448)
Gate operating supplies	16,800	12,339	(4,461)
Fire & security system	5,565	6,095	530
<b>Total Security</b>	<b>284,209</b>	<b>252,500</b>	<b>(31,709)</b>

<b>Total Expenditures</b>	<b>3,795,054</b>	<b>3,920,672</b>	<b>125,618</b>
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<b>Excess of Revenues Over (Under) Expenditures</b>	-
<b>Other Financing Sources (Uses)</b>	
Transfers Out	-
Transfers In	-
Fund Balance Forward	(71,357)
<b>Total Other Financing Sources (Uses)</b>	<u>(71,357)</u>
Fund Balance - Beginning	2,525,507
<b>Fund Balance - Ending</b>	<u><b>2,454,150</b></u>
<b>Analysis of Fund Balance</b>	
Disaster	750,000
3 months working capital	945,505
Unassigned	758,645
<b>Fund Balance Ending</b>	<u><b>\$ 2,454,150</b></u>

# EXHIBIT 23

## RESOLUTION 2024-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY; 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**, the Board of Supervisors ("Board") of the District seeks to implement section 190.006(3), *Florida Statutes*, and to instruct the Flagler County Supervisor of Elections ("Supervisor") to conduct the District's General Election ("General Election").

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

1. **GENERAL ELECTION SEATS.** Seat 2, currently held by Dr. Merrill Stass-Isern and Seat 4, currently Vacant, are scheduled for the General Election in November 2024. The District Manager is hereby authorized to notify the Supervisor as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with section 99.01, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Flagler County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four (4) years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024 and for each subsequent General Election unless otherwise directed by the District Manager. The

District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for the General Election, in a form substantially similar to Exhibit A attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining provisions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED THIS SECOND DAY OF NOVEMBER, 2023.**

**GRAND HAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIRMAN / VICE CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY / ASSISTANT SECRETARY**

## **EXHIBIT A**

### **NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Grand Haven Community Development District will commence at noon on Monday, June 10, 2024, and close at noon on Friday, June 14, 2024. Candidates must qualify for the office of Supervisor with the Flagler County Supervisor of Elections located at 1769 E. Moody Blvd., Building 2, Suite 101, Bunnell, Florida 32110, (386) 313-4170. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Flagler County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Grand Haven Community Development District has two (2) seats up for election, specifically seats 2 and 4. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on Tuesday November 5, 2024, in the manner prescribed by law for general elections.

For additional information, please contact the Flagler County Supervisor of Elections.

**District Manager**  
**Grand Haven Community Development District**

# EXHIBIT 24

**AERATION SERVICES CONTRACT**

CUSTOMER NAME: **Grand Haven CDD (0528980)**

SUBMITTED TO: **Vanessa Stepniak, Office Manager - [vstepniak@ghcdd.com](mailto:vstepniak@ghcdd.com)**

CONTRACT DATE: October 17, 2023

SUBMITTED BY: David Cottrell, North Florida Business Development Consultant

SERVICES: Installation of One (1) New Vertex Aeration system in Pond 9 at Grand Haven CDD in Palm Coast, Florida 32137.

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The total fee for services is **\$3,942.00. Price is valid for 60 days from the contract date.** The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

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4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this

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Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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**ACCEPTED AND APPROVED:**

**SOLITUDE LAKE MANAGEMENT, LLC.**

**Grand Haven CDD (0528980)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_

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**SCHEDULE A - SERVICES**  
**AERATION SYSTEM INSTALLATION**

Aeration System Install: Pond 9

1. Company will install the following submersed air diffused aeration system(s):

**Vertex Air 1 SH XL2 Aeration System**

- Includes:     **One (1) 1/3 HP Compressors (115V)**  
                          Pressure Relief Valve  
                          Pressure Gauge  
                          Air Filter / Muffler Assembly  
                          GFCI protection breaker  
                          Lockable / Weatherproof / Sound Reducing Cabinet  
**Small Sound Kit Sub Assembly**  
                          Cabinet mounting pad  
                          140 CFM Cabinet Exhaust Fan  
**One (1) Air Station Bottom Diffusers**  
                          (Dual Membrane / Self Cleaning)  
                          Check Valve  
                          Adjustable air distribution manifolds  
**175 ft.** underwater self-weighted air delivery tubing  
                          (0.58" ID / 1.25" OD)  
                          All labor and parts necessary for proper installation

2. Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.

**\*For this single-phas unit** customer must provide suitable 120V power source with appropriate breaker or disconnect for electrical connection by the edge of the pond, next to the site where the compressor cabinet is to be placed. SOLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above. The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).

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Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants system for three (3) years from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants Air Station Membrane Diffusers for five (5) years from the date of installation against any defects in materials and workmanship.
4. Company warrants all labor and parts necessary for installation of the aeration system for a period of one (1) year from the date of installation.
5. The manufacturer's warranty and the SÖLitude Lake Management® warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer and by SÖLitude Lake Management® performs any service, repair, or other work to the aeration system during the warranty period.
  - b. The aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

General Qualifications:

1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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# Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name: SOLitude Lake Management  
Contact Name: David Cottrell  
Site Name/Number: Grand Haven Pond 9  
Date: October 17, 2023  
Vertex Biologist: Sue Pinagel

---

Surface Acres:	0.45
Perimeter Feet:	564
Slope Ratio Relative to 1	2.0
Average Center Depth:	6.0
Average Depth	5.0
Circulation Constraint Percentage	0.0
Total Acre Feet	2.2
Lake Volume (Gallons)	727,903
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	727,903
GPM Per AirStation	1,429
Gallons Pumped / Day	2,058,083
System Working Pressure (PSI)	4.1
Air Delivery Per AirStation at Depth(CFM)	2.1
Number of SW CoActive AirStations Specified:	1
Complete Turnovers / Day	2.83

---

## Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# SW AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



## Vertex Water Features

2100 NW 33rd Street, Pompano Beach, Florida 33069

Tel:800-432-4302 / Fax:954-977-7877

[www.vertexwaterfeatures.com](http://www.vertexwaterfeatures.com)

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**vertex**  
AQUATIC SOLUTIONS  
A Rentekil Company

**SOLitude Lake Management**  
Grand Haven Pond 9

**AIR 1XL2**



**AIR1 XL2**

Cabinet shown is representative, actual system may be different.

**Legend**

- Compressor Cabinet
- AirStation
- BottomLine Tubing

**Optional Equipment**

- Shoreline Valve Box
- 1" PVC Pipe

**Site and System Specifications**

Surface Acres:	0.5
Perimeter Feet:	564
Lake Volume, Gal.:	727,903
Total Acre Feet:	2.2
# of AirStations:	1
CFM / AirStation:	2.1
GPM / AirStation:	1,429
Daily Pumpage:	2,058,083
Turnovers/Day:	2.83
System PSI:	4.1

Date: 10/17/23



Grand Haven Pond 9

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# EXHIBIT 25

## **AERATION SERVICES CONTRACT**

CUSTOMER NAME: **Grand Haven CDD (0528980)**

SUBMITTED TO: **Daniela Teixeira - Administrative Assistant, [dteixeira@ghcdd.com](mailto:dteixeira@ghcdd.com)**

CONTRACT DATE: October 4, 2023

SUBMITTED BY: David Cottrell, North Florida Business Development Consultant

SERVICES: Installation of One (1) New AquaMaster Solar AquaAir Ultra Aeration System and Removal of the Existing Equipment in Pond 2 at Grand Haven CDD in Palm Coast, Florida 32137.

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The total fee for services is **\$16,778.00. Price is valid for 60 days from the contract date.** The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

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4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this

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Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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**ACCEPTED AND APPROVED:**

**SOLITUDE LAKE MANAGEMENT, LLC.**

**Grand Haven CDD (0528980)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**  
**1320 Brookwood Drive Suite H**  
**Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

**Please Mail All Contracts to:**  
**2844 Crusader Circle, Suite 450**  
**Virginia Beach, VA 23453**

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**SCHEDULE A - SERVICES**  
**SOLAR AERATION INSTALLATION**

Aeration System Install: **Pond 2**

1. Company will install the following submersed air diffused aeration system:

**AquaMaster Solar AquaAir Ultra 2**

- Includes:
- Two (2) Solar Panels
  - Top Pole Mounting Kit, Angle Adjustable
  - 24V Single Head Piston Compressor
  - Four (4) Quality Maintenance Free Batteries
  - Stainless Steel Compressor/Battery Enclosure with HDPE Base
  - Digital Charge Control System
  - 90 CFM Enclosure Cooling Fan
  - Three (3) x 9"** Single Membrane Diffusers with check valves
  - Adjustable Flow Control Needle Valves
  - 600 ft.** Super Sink Air 1/2" Delivery Tubing
  - One (1) 8-foot Galvanized Pole to Mount the Solar Panels
  - All labor and parts necessary for proper installation

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2. Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.
3. Batteries allow for 24 hour operation of the system, and up to 2.5 days of back-up power in low-sunlight conditions.

**Aeration System Removal: Existing Solar Aeration System Pond 2**

1. Contractor will remove the existing solar aeration system.
2. Contractor will haul away and dispose of old equipment off site.

**Warranty:**

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants system for three (3) years from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants Membrane Diffusers for five (5) years from the date of installation against any defects in materials and workmanship.
4. Company warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
5. The manufacturer's warranty and the SÖLitude Lake Management® warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer and by SÖLitude Lake Management® performs any service, repair, or other work to the aeration system during the warranty period.
  - b. The aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

**General Qualifications:**

1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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Grand Haven Pond 2

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## SOLAR AQUAAIR® ULTRA



MODEL SAAU1

**Solar AquaAir® Ultra (SAAU)** aeration systems are powered by the sun, backed up with battery banks for 24 hour per day operation. These systems are manufactured with the same benefits & features of the AquaMaster® AquaAir® Ultra aeration product line, utilizing robust components requiring minimal maintenance. SAAU systems provide superior aeration, circulation, and de-stratification of water bodies. Perfect for installation in ponds and lakes located in remote areas with no power source, the SAAU provides the ultimate in year round environmentally friendly aeration. A solar powered brushless 24 volt piston compressor supplies compressed air via .58" weighted Super Sink air tubing to the diffuser(s) located unseen on the pond bottom. Diffuser membranes utilizing microbubble technology synergistically lift water from the pond bottom to the surface where atmospheric oxygen transfer occurs and a subsequent, oxygen enhanced, beneficial circulation is created.

## LAKE AND POND BENEFITS



MODEL SAAU2

- Environmentally Friendly Solar Powered
- Entire Water Column Circulation
- Stabilization of Thermal Stratification
- Increased Dissolved Oxygen Levels
- Eliminates Oxygen Related Fish Kills
- Reduces Mosquito & Aquatic Midge Infestations
- Reduces Foul Odors from gases
- Reduces Organic Bottom Sediment
- Preserves a Healthy Aquatic Ecosystem



MASTER THE POWER AND BEAUTY OF WATER

## SOLAR AQUAAIR® ULTRA SYSTEM

### Features Include:

- 9" Dia High Performance Membrane Diffuser(s)
- Polycrystalline Solar Panel(s)
- Top Pole Mount Kit, Angle Adjustable  
\*\*Mounting Pole not included\*\*
- Stainless Steel Compressor/Battery Enclosure  
SAAU1 - 21.0"L x 17.0"W x 16.3"H; 24"x24" HDPE Base  
SAAU2 - 28.8"L x 24.2"W x 18.0"H; 24"x24" HDPE Base
- 24V Single Head Piston Compressor
- Digital Charge Control System
- Quality Maintenance Free Batteries
- 90cfm Enclosure Cooling Fan
- 1/2" (.58" ID x 1.06" OD) Super Sink Air Tubing
- Adjustable Flow Control Needle Valves

## PERFORMANCE SPECIFICATIONS

Model #	Diffuser Qty	Solar Panels Qty	Batteries Qty	CFM @ 5psi	CFM Per Diffuser	Days of Battery Back-Up Power	Pond Sizing (surface acre*)	Operating Depths
<b>SAAU1</b>								
96101	1	1	2	0.7	0.70	~2.5	Up to 1/4	4' to 10'
							Up to 1/2	10' to 35'
96102	2	1	2	0.7	0.35	~2.5	Up to 1/2	4' to 15'
<b>SAAU2</b>								
96202	2	2	4	1.4	0.70	~3.0	Up to 1/2	4' to 10'
							Up to 1	10' to 35'
96203	3	2	4	1.4	0.46	~3.0	Up to 3/4	4' to 15'
96204	4	2	4	1.4	0.35	~3.0	Up to 1	4' to 15'

## WARRANTY

Stainless Steel Enclosure - Limited Lifetime

Weighted Tubing - 15 Years

9" Diffuser Assembly - 5 Years

Solar Panel Assembly - 5 Years

Compressor & Cooling Fan - 3 Years

Batteries & Electrical Components - 1 Year

\*\*Pistons are considered "Wear Items" and are not covered under the Factory Warranty\*\*

Solar AquaAir® Ultra Aeration System

# EXHIBIT 26

# SUBURBAN PROPANE PROPOSAL

October 14, 2023

Grand Haven  
2 North Village Parkway  
Palm Coast, FL 32137  
O-386-447-1888  
[Email-vstepniak@ghcdd.com](mailto:Email-vstepniak@ghcdd.com) [office@chcdd.com](mailto:office@chcdd.com)

POOL- 1-1000 gallon underground Propane Tank

Village Center  
2001 Waterside Pkwy  
Palm Coast, FL 32137

POOL- 1-1000 gallon underground Propane Tank  
Restaurant – 1-1000 gallon underground Propane Tank  
Generator-1-1000 underground Propane Tank

Vanessa,

Thank you for this opportunity to quote on your propane gas needs. Your current price would be 2.12 per gallon. This price has a locked in margin to guarantee the best price. The price will fluctuate up and down with our cost. We will perform a pressure and leak test of your system at NO CHARGE. We will change out 4-1000 gallon underground propane tanks, at no expense to you. We have a full SERVICE department to take care of all your propane need's 24/7 for your emergency situations. This contract will be for FIVE years at the time of execution. We will put you on automatic deliveries every two weeks or as needed.

We look forward to becoming your gas supplier. If you have any questions, please contact me anytime. All work will be done in compliance with local, state, and federal codes.

If you wish to proceed with the installation, please sign this proposal and fax or e-mail it to our office.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

Sincerely,

Jayce Smith  
Business Development  
[jasmith@suburbanpropane.com](mailto:jasmith@suburbanpropane.com)  
Cell 954-931-5919  
Suburban Propane  
45 S. Dixie Hwy  
St Augustine, FL 32082

**1200 E. Carroll St Kissimmee, FL 34744**  
**Phone: 407-847-3582 Fax: 407-847-8804**

# EXHIBIT 27

**From:** [Daniela Teixeira](#)  
**To:** [Barry Kloptosky](#); [Ed Weyant](#)  
**Cc:** [Vanessa Stepniak](#)  
**Subject:** FW: Gas Quote -- Attn: Vanessa  
**Date:** Wednesday, October 11, 2023 1:42:47 PM  
**Attachments:** [image001.png](#)

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**From:** Nate DePrinzio <nate@totalcomfortfl.com>  
**Sent:** Wednesday, October 11, 2023 1:42 PM  
**To:** Office <Office@ghcdd.com>  
**Cc:** 'Cassandra' <casey@totalcomfortfl.com>  
**Subject:** Gas Quote -- Attn: Vanessa

Good afternoon,

Thank you for the opportunity to look at the propane tanks that supply the gas to the kitchen, generators, and pool heaters. We would love to have your business, and after looking at the gas load we have decided it would be best to just keep you on a "cost plus" basis. For example, your price for gas today would be \$2.55 per gallon. We do not charge any hazmat fees, delivery fees, etc... strictly per gallon. We also provide full service, ranging from delivery, installation of appliances and tanks, and even service on gas appliances. Due to the location of the tanks, it may be best to contact Amerigas to see if they will sell you the tanks that are already installed. This would prevent a lot of disturbance/repair of the landscaping surrounding the existing tanks, and would make for a seamless transition. Once you have proof of purchase, we can immediately run our necessary safety checks at no charge to you and begin servicing these tanks. Please let me know if you have any questions or concerns, and how you would like to proceed. I look forward to hearing from you soon!

Thank you,  
Nate



**Nate DePrinzio**  
Operations Manager  
**Phone:** (386)944-0854  
**Email:** [nate@totalcomfortfl.com](mailto:nate@totalcomfortfl.com)  
400 N. US1  
Ormond Beach, FL. 32174  
[www.totalcomfortfl.com](http://www.totalcomfortfl.com)

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

# EXHIBIT 28

	A	B	C	D	E	F	G	H	I	J
	Topics	Ranking by Supervisor	Workshop Month	Initial Decision Questions and Comments		Additional Questions and Comments		Quick Hits	Follow Up Needed by Whom	Expected Completion Date
1										
2										
3										
4	Hog management policies	Foley: #1	Nov. 23	What are the things we will do?				Barry to have contracting authority and		Jan. 24
5		Crouch: #2		Maintain relationship with county natural resources				BK to work with Scott for parameters	Mike L to visit with board. Vanessa?	
6		Polizzi: #1		Hire trappers for CDD property protection						
7				Repair/replace damaged CDD turf						
8				Resident/board visit to county commission						
9										
10	Café Renovation	Foley: #2	Dec. 23	Expansion?					Est. completion date and downtime est.	Barry to present Dec. 23
11		Dr. Merrill: #1								
12		Crouch: #1								
13										
14										
15	Ponds and Pond Bank Mgmt	Foley: #3	Dec. 23	Board needs to determine direction						June. 24
16		Crouch: #3		Does the board want to take over control of the banks?						
17		Polizzi: #2		What are the ways to enforce current best practice?						
18				Who is the lead on this?						
19										
20	Parking	Foley: #4	Jan. 23	Add new parking or manage VC events, GC shuttle						Feb. 24
21				Should residents have to return home because they can't park?						
22										
23										
24	Amenity mgmt brought in-house	Foley: #5	Feb. 23	Need to solve for café first						Mar. 24
25				Barry and Vanessa can estimate cost of amenity mgmt						
26				excluding the café.						
27										
28										
29	Vesta participation in café renovation cost. Ongoing participation in other	Foley: #6	Mar. 24	Cash injection					Probable multi workshop discussion	May. 24
30				Revenue share					One board member to lead and write report for current and future boards.	
31										
32	Oak Tree Mgmt	Foley: #7	Nov. 23	What are the alternatives to reduce cost (increases) and treat the trees better?					Louise to now take lead from Kevin Need a written report from UF	Find out 11/15
33		Dr. Merrill: #2								
34										
35										
36	Amenity Expansion	Foley: #8	June. 24	Dog Park, Bocce courts, croquet lights, pickleball, GHR					Needs to be considered together with other	June. 24
37		Dr. Merrill: #3		expansion, landscaping, other building expansion (fitness					large outlays ie oak tree mgmt, gate access	
38				center)....		Comments by Crouch: Instead of amenity expansion, I'm still trying to drive home the premise of finishing projects before expanding others (i.e., croquet court lighting, renovating existing dog park)			building expansion etc.	
39										
40										
41										
42	Bank Line of Credit	Foley: #9		How much do we take out of WC fund balance and where do we re-allocate it?					Need bank commitment first	Jan. 24
43										
44										
45	Possible Discussion/Decision Topics									
46										
47										
48										
49										
50	Golf Club Shed on CDD property			Scott to offer alternatives to the board						Feb. 24
51										
52	Gate Access Tech			Get 3/4 bids with alternatives					Vanessa to lead. What is the ball park cost?	Feb. 24
53				Choose one and install 2025						
54										
55										
56										
57										
58	Website	Polizzi: #3		Dr. Merrill leading						Dec. 23
59				Up and running by end of year?						
60				Should we have scheduled periodic reviews?						