



GRAND  HAVEN

*Advanced Meeting Package*

*Regular Meeting*

*Thursday  
December 7, 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, December 7, 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, December 7, 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=dUFTN091cjVHZzluYUN0bEwUUYYdz09>

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

Meeting ID: 7055714830#

### *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. Presentation of Proof of Publication(s)** [Exhibit 1](#)
- V. Staff Reports**
  - A. District Engineer: David Sowell
  - B. Amenity Manager: John Lucansky – 5mins. Allotted [Exhibit 2](#)
  - C. Operations Manager: Barry Kloptosky
    - 1. Presentation of Capital Project Plan Tracker – 5mins. Allotted [Exhibit 3](#)
    - 2. Monthly Report – 5mins. Allotted [Exhibit 4](#)
  - D. District Counsel: Scott Clark – 5mins. Allotted [Exhibit 5](#)
  - E. District Manager: David McInnes
    - 1. Meeting Matrix – 5mins. Allotted [Exhibit 6](#)
    - 2. Action Item Report – 5mins. Allotted [Exhibit 7](#)
- VI. Consent Agenda Items – 5mins. Allotted**
  - A. Consideration for Acceptance – The October 2023 Unaudited Financial Report [Exhibit 8](#)
  - B. Consideration for Approval – The Minutes of the Board of Supervisors Workshop Meeting Held October 5, 2023 – *To Be Distributed*
  - C. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held October 19, 2023 [Exhibit 9](#)

**VI. Consent Agenda – continued**

- D. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held November 2, 2023 – *To Be Distributed*

**VII. Business Items**

- A. Consideration & Adoption of **Resolution 2024-06**, Appointing Assistant Treasurer – 5mins. Allotted [Exhibit 10](#)
- B. Consideration & Adoption of **Resolution 2024-07**, Designating Signatories – 5mins. Allotted [Exhibit 11](#)
- C. Consideration of Amended Easement Agreement for Dock at 66 River Trail Dr. – 10mins. Allotted [Exhibit 12](#)

**VIII. Discussion Topics**

- A. Project on Oak Tree Management with IFAS – 10mins. Allotted
- B. Hog Management Policies – 15mins. Allotted [Exhibit 13](#)
- C. FY 2024 Priorities – 20mins. Allotted [Exhibit 14](#)
- D. FY 2024 Meeting/ Workshop Topics Scheduling – 20mins. Allotted
- E. Updates on Pending Projects
1. Communications – Dr. Merrill – 5mins. Allotted
  2. County Commission Meetings Regarding Hogs – Supervisor Crouch – 5mins. Allotted
  3. Line of Credit – Chair Foley – 5mins. Allotted

**IX. Supervisors' Requests – 5mins. Allotted**

**X. Action Item Summary – 5mins. Allotted**

**XI. Meeting Matrix Summary – 5mins. Allotted**

**XII. 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, December 7, 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

November 30, 2023

23-00306F

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# EXHIBIT 2



## Monthly Amenity Update

*Date of report: 11/29/2023*

*Submitted by: **John Lucansky***

### **Amenities Update:**

- We are getting ready for a busy December.
- The return of the snowbirds has increased Tennis, pickleball, bocce, lap swim, table tennis, and croquet participation.

### **Events: December**

- Tree Lighting be held Wednesday the 13<sup>th</sup> at 6:30pm
  - The FPC choir will be performing.
  - Eggnog will be served.
- Trivia is scheduled for Wednesday the 20<sup>th</sup>.
- Bingo is scheduled for Tuesday the 26<sup>th</sup>.
- New Years Eve party
  - Special menu
  - Live music provided by Southern Chaos
- Special menu nights included:
  - Pierogi dinner Monday 4<sup>th</sup>
  - Christmas Dinner Monday the 18<sup>th</sup>



## **Tiki Hut:**

- **The Tiki hut is still open on Sunday's weather permitting.**
  - We will remain open with the continued support of the residents.

## **Tennis and Pickleball Courts**

- Windscreens reinstallation started on November 27<sup>th</sup>.
- Clay has been applied to all courts due to the excessive rain we received in mid-November.

## **Café:**

- Online Ordering:
  - Online orders have been steadily increasing each month.
    - July - 30 orders
    - August – 60 orders
    - Sept – 80 orders
    - October -110 orders
    - November -120 orders
  
- **ONLINE ORDERING NOW AVAILABLE**
  - Orders go directly to the kitchen expediting pick up times.
  - Residents can request specific pick-up times.
  - This has cut down on phone calls, helping servers give more attention to their patrons.
  - It will bring better efficiency especially on busy days and nights.
  - Poolside residents won't have to leave the sun and fun of the pool.
    - Eblast and notices will continue to go out with the online information.
    - Usage has been 1 to 2 orders daily.
    - We are striving for the very busy days to get 1/2 of call-in orders to use the online system.

## **Bocce:**

- The courts are in great shape. Special thanks to Barry's crew for leveling them.
- A new Bocce league has been formed by the residents and will start play on September 6<sup>th</sup> running for 16 weeks, playing on Wednesdays and Thursdays evenings.
  - 64 players have signed up.
    - This will not affect any weekly scheduled groups that play.
    - League has been running smoothly.
  - Bocce court has QR code online ordering for food and drink.
    - Delivery only when the league is playing. (Wednesdays and Thursdays 5-8pm)
  - 4 high top tables have been purchased for bocce courts. These tables will also be used for Grand Haven Room parties.
- ***We are already gearing up for the Spring Bocce season.***
  - ***Expanding the league to 3 days a week and increase participants to 128.***

# EXHIBIT 3

**GRAND HAVEN  
COMMUNITY DEVELOPMENT DISTRICT  
FY2023/2024 CAPITAL IMPROVEMENT PLAN PROJECT TRACKER  
11/29/2023**

Line	Description	Budgeted Cost	Variance (+/-)	Invoiced Amount	Final Cost	Comments/Notes	Completed
1	Concrete Curb and Gutter Replacement	\$150,723		\$31,715		Creating priority list for next round of repairs.	
2	Concrete Replacement, Sidewalk Repair	\$50,565		\$1,493		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				Locations identified for repair. Seeking proposals.	
6	Flat Roof - Village Center (VC)	\$30,006				Seeking proposals.	
7	Front Street Circle Repair	\$30,006				Scheduled to begin in March 2023.	
8	Maint, Utility Vehicle, Golf Cart (VC)	\$18,000	-\$6,805	\$11,195	\$11,195	Ordered. Estimated delivery date January 2023.	
9	Architect, Café Renovation, 1 X - (VC)	\$56,275		\$22,976		Plans scheduled to be presented at Jan. regular meeting.	
10	Café, Renovation Allowance - (VC)	\$301,636					
11	Lake Aerator (Annual)	\$37,918				Aerator installation approved for Pond 9 and Pond 2.	
12	Landscape Enhancements (Annual)	\$56,275				In progress.	
13	Mailbox Replacement	\$16,882				Seeking proposals.	
14	Spa Equipment, Heater, Gas	\$10,130				Seeking proposals.	
15	Server	\$17,018	\$68	\$17,085	\$17,085	New server installed 11/03/2023.	x
16	<b>Totals:</b>	<b>\$885,901</b>	<b>-\$6,737</b>	<b>\$84,464</b>	<b>\$28,280</b>		

# EXHIBIT 4



**Operations Manager's Report – For The December 7th, 2023 Board Meeting**

**(This Report Was Submitted For The Agenda On 11/29/2023)**

○ **MAILBOX REPLACEMENTS**

- The next round of mailbox replacements will be on Flamingo Court, and we are seeking proposals.

○ **POOLSIDE FURNITURE AT CREEKSIDE**

- The new poolside furniture for the Creekside amenity center has been delivered and installed.

○ **HOG HUNTER ACCESS AGREEMENT**

- We are exploring other possible options for hog removal.

○ **AUTOMATIC DOOR OPENERS**

- The cost is \$4,000 per single door.
- There is an additional cost for running the electrical line to the unit which is yet to be determined.

○ **FIREWISE**

- Grand Haven's annual renewal for the National Firewise USA Program was approved through the 2024 calendar year.

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



○ **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.
- Staff met with the architect on 11/21/2023 to review the 60% completed design drawings.
- The 100 % completed design drawings are scheduled to be presented to the Board at the January regular board meeting.

○ **FENCE GUARDS AT PICKLEBALL COURTS**

- For safety reasons, fence guards have been installed on the tops of the 4-foot fences on the pickleball courts.

Barry Kloptosky • Operations Manager  
Grand Haven CDD  
2 N. Village Pkwy  
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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
- The replacement of the solar aerator on Pond 2 and the installation of a new aerator on Pond 9 was approved by the Board on 11/02/2023.
- The contracts are fully executed, and we are waiting for a scheduled installation date from the contractor.

○ **HOLIDAY LIGHTING**

- The Holiday lighting has been installed by CDD staff at significant cost savings to the community.



# EXHIBIT 5

## **GRAND HAVEN MEETING ATTORNEY REPORT LIST (12/7/23)**

### **1. River Trail Dock Agreement**

This matter appears in the agenda under Business Items. Several months ago a resident on River Trail asked the Board to approve an agreement whereby it could improve an existing shared dock on the Intracoastal adjacent to a lot on River Trail. I advised against the agreement as structured because the District would become the permittee and take on responsibility for an essentially private activity. The agreement has been restructured by the resident and consultants to remove that issue and also to clarify that the resident would assume responsibility and liability for the dock and the boardwalk areas on District property that provide access. The resident and its counsel have accepted all of my requested changes, and I recommend approval of the Amended Easement agreement.

### **2. Trapper Agreement**

The agenda contains a proposed agreement for a trapper to remove hogs from District property east of Colbert Lane. The hogs have been document to be damaging property owned by the District, and it would be permissible for the District to spend public funds under these circumstances.

# EXHIBIT 6

# GRAND HAVEN MEETING AGENDA MATRIX

<b>December, 2023</b>	<b>Workshop:</b>	No Workshop	
	<b>Regular Meeting: 12/7</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> <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>○ 11/2/2023 Regular Meeting</li> <li>○ Unaudited Financials (October, 2023)</li> </ul> </li> </ul> <p><b>Business Items</b></p> <p><b>Discussions</b></p> <ul style="list-style-type: none"> <li>• Priorities for FY 2024</li> <li>• Hog Management Policies</li> <li>• Scheduling of Meeting/Workshop Topics for FY 2024</li> </ul>	

# GRAND HAVEN MEETING AGENDA MATRIX

<b>January, 2024</b>	<b>Workshop: 1/4</b>	<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>• Initial draft of FY 2025 Budget</li> </ul>	
	<b>Regular Meeting: 1/18</b>	<p><b><i>Staff Reports</i></b></p> <ul style="list-style-type: none"> <li>• District Engineer</li> <li>• District Counsel</li> <li>• District Manager</li> </ul> <p><b><i>Consent Agenda Items</i></b></p> <ul style="list-style-type: none"> <li>• Meeting Minutes             <ul style="list-style-type: none"> <li>○ 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> <li>• Café Renovations Drawings</li> <li>• Ponds and Pond Banks—Led by Louise Leister</li> <li>• FY 2025 Budget--continued</li> </ul>	

# GRAND HAVEN MEETING AGENDA MATRIX

<b>February, 2024</b>	<b>Workshop: 2/1</b>	<p><b><i>Presentations</i></b></p> <p><b><i>Discussions</i></b></p> <ul style="list-style-type: none"> <li>• Oak Tree Management</li> <li>• FY 2025 Budget--continued</li> </ul>	<ul style="list-style-type: none"> <li>• Led by Louise Leister</li> </ul>
	<b>Regular Meeting: 2/15</b>	<p><b><i>Staff Reports</i></b></p> <ul style="list-style-type: none"> <li>• District Engineer</li> <li>• District Counsel</li> <li>• District Manager</li> </ul> <p><b><i>Consent Agenda Items</i></b></p> <ul style="list-style-type: none"> <li>• Meeting Minutes                             <ul style="list-style-type: none"> <li>○ 1/4/2024 Workshop</li> <li>○ 1/18/2024 Regular Meeting</li> </ul> </li> <li>• Unaudited Financials (January 2024)</li> </ul> <p><b><i>Business Items</i></b></p> <p><b><i>Discussions</i></b></p> <ul style="list-style-type: none"> <li>• FY 2025 Budget--continued</li> </ul>	

# GRAND HAVEN MEETING AGENDA MATRIX

<b>March, 2024</b>	<b>Workshop: 3/7</b>	<p><b><i>Presentations</i></b></p> <p><b><i>Discussions</i></b></p> <ul style="list-style-type: none"> <li>• FY 2025 Budget--continued</li> </ul>	
	<b>Regular Meeting: 3/21</b>	<p><b><i>Staff Reports</i></b></p> <ul style="list-style-type: none"> <li>• District Engineer</li> <li>• District Counsel</li> <li>• District Manager</li> </ul> <p><b><i>Consent Agenda Items</i></b></p> <ul style="list-style-type: none"> <li>• Meeting Minutes             <ul style="list-style-type: none"> <li>○ 2/1/2024 Workshop</li> <li>○ 2/15/2024 Regular Meeting</li> </ul> </li> <li>• Unaudited Financials (February 2024)</li> </ul> <p><b><i>Business Items</i></b></p> <p><b><i>Discussions</i></b></p> <ul style="list-style-type: none"> <li>• FY 2025 Budget--continued</li> </ul>	

# GRAND HAVEN MEETING AGENDA MATRIX

<i>Unscheduled Items</i>	<p><i>Future Workshop Issues:</i></p> <ul style="list-style-type: none"><li>• Spartina on Pond Banks/Pond Bank Issues</li><li>• Call Box Upgrades due to Technological Changes</li><li>• Discussion of Amenities (in general)</li><li>• Framework for Sports Professional</li><li>• Process for Plaques Honoring Residents</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> <li>• John Lucansky to provide suggested framework</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 7



	<b>DISTRICT ENGINEER SECTION</b>	
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
9/7/2023	Supervisors to send DM comments on Chair's email regarding priority of subjects remaining to be discussed.	Done
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
10/5/2023	DC to work with OM on drafting an RFP for Security Guard Services	

# EXHIBIT 8

# **Grand Haven Community Development District**

**Financial Statements  
(Unaudited)**

**Period Ending  
October 31, 2023**

**Grand Haven CDD**  
**Balance Sheet**  
**October 31, 2023**

	<b>General Fund</b>	<b>Special Revenue Fund</b>	<b>Total</b>
<b>Assets:</b>			
BU - Operating	\$ 909,563	\$ 787,900	\$ 1,697,463
Truist - Operating	21,749	-	21,749
SBA 161601A	7,426	-	7,426
BU - Savings	1,957,637	-	1,957,637
On Roll Assessments Receivable	4,001,967	878,656	4,880,624
Accounts Receivable	6,543	834,194	840,737
Due From Other	-	-	-
Deposits	110	-	110
Prepaid Items	100	-	100
<b>Total Assets</b>	<b>\$ 6,905,095</b>	<b>\$ 2,500,750</b>	<b>\$ 9,405,845</b>
 <b>Liabilities:</b>			
Accounts Payable	\$ 46,677	\$ 34,831	81,508
Due to Other	834,194	-	834,194
Deferred Revenue	4,001,967	878,656	4,880,624
<b>Total Liabilities</b>	<b>4,882,838</b>	<b>913,488</b>	<b>5,796,326</b>
 <b>Fund Balance:</b>			
Non-Spendable:			
Prepaid & Deposits	210	-	210
Assigned:			
3 Months Working Capital	945,505	-	945,505
Disaster	750,000	-	750,000
Future Capital Improvements	-	-	-
Unassigned	326,542	1,587,263	1,913,804
<b>Total Fund Balance</b>	<b>2,022,257</b>	<b>1,587,263</b>	<b>3,609,519</b>
 <b>Total Liabilities &amp; Fund Balance</b>	 <b>\$ 6,905,095</b>	 <b>\$ 2,500,750</b>	 <b>\$ 9,405,845</b>

Note: GASB 34 government-wide financial statements are available in the annual independent audit of the District.

The audit is available on the website and upon request.



**Grand Haven CDD**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2023 through October 31, 2023**

	<u>Adopted Budget</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>Variance + / (-)</u>	<u>% of Budget</u>
<b>Revenues:</b>					
Assessments Levied (Net)	\$ 4,019,578	\$ 17,611	\$ 17,611	\$ (4,001,967)	0.44%
Fund Balance Forward	108,535	-	-	(108,535)	0.00%
Reuse Water	23,000	724	724	(22,276)	3.15%
Gate & Amenity Guest	9,000	812	812	(8,188)	9.02%
Tennis	500	48	48	(452)	9.64%
Room Rentals	2,000	300	300	(1,700)	15.00%
Interest	10,000	5,831	5,831	(4,169)	58.31%
Miscellaneous	10,000	70	70	(9,930)	0.70%
<b>Total Revenues</b>	<b><u>\$ 4,182,613</u></b>	<b><u>\$ 25,397</u></b>	<b><u>\$ 25,397</u></b>	<b><u>\$ (4,157,216)</u></b>	<b><u>0.61%</u></b>
<b>Expenditures:</b>					
<b>Administrative</b>					
Supervisors - regular meetings	12,000	800	800	(11,200)	6.67%
Supervisors - workshops	9,000	800	800	(8,200)	8.89%
District management	41,508	3,547	3,547	(37,962)	8.54%
Administrative	11,033	919	919	(10,114)	8.33%
Accounting	22,783	1,899	1,899	(20,884)	8.33%
Assessment roll preparation	10,026	836	836	(9,191)	8.33%
Office supplies	1,103	-	-	(1,103)	0.00%
Postage	3,308	183	183	(3,125)	5.53%
Audit	4,950	-	-	(4,950)	0.00%
Legal - general counsel	106,605	10,745	10,745	(95,861)	10.08%
Engineering	40,000	-	-	(40,000)	0.00%
Legal advertising	5,733	210	210	(5,523)	3.66%
Bank fees	1,654	171	171	(1,483)	10.34%
Dues & Licenses	193	175	175	(18)	90.67%
Property taxes	2,646	-	-	(2,646)	0.00%
<b>Total Administrative</b>	<b><u>272,542</u></b>	<b><u>20,284</u></b>	<b><u>20,284</u></b>	<b><u>(252,258)</u></b>	<b><u>7.44%</u></b>
<b>Information &amp; Technology</b>					
IT support	30,244	2,499	2,499	(27,745)	8.26%
Village Center & Creekside telephone & fax	7,423	604	604	(6,819)	8.14%
Cable/internet - Village Center & Creekside	13,500	1,399	1,399	(12,101)	10.36%
Wi-fi for gates	5,396	-	-	(5,396)	0.00%
Landlines/hot spots for gates & cameras	29,106	1,284	1,284	(27,822)	4.41%
Cell phones	8,028	-	-	(8,028)	0.00%
Website - hosting & development	1,670	493	493	(1,177)	29.51%
ADA website compliance	232	210	210	(22)	90.52%
Communications - e-blast	551	-	-	(551)	0.00%
<b>Total Information &amp; Technology</b>	<b><u>96,150</u></b>	<b><u>6,489</u></b>	<b><u>6,489</u></b>	<b><u>(89,661)</u></b>	<b><u>6.75%</u></b>
<b>Insurance</b>					
Insurance - general liability & public official	131,034	150,395	150,395	19,361	114.78%
<b>Total Insurance</b>	<b><u>131,034</u></b>	<b><u>150,395</u></b>	<b><u>150,395</u></b>	<b><u>19,361</u></b>	<b><u>114.78%</u></b>
<b>Utilities</b>					
Electric:					

Electric Services - #12316, 85596, 65378	6,399	259	259	(6,140)	4.05%
Electric - Village Center - #18308	38,761	3,333	3,333	(35,428)	8.60%
Electric - Creekside - #87064, 70333	26,456	1,627	1,627	(24,829)	6.15%
Streetlights <sup>1</sup>	24,610	717	717	(23,893)	2.91%
Propane - spas/café	44,762	2,799	2,799	(41,963)	6.25%
Garbage - amenity facilities	16,758	-	-	(16,758)	0.00%
Water/sewer:					
Water services <sup>2</sup>	135,000	12,348	12,348	(122,652)	9.15%
Water - Village Center - #324043-44997	14,884	1,297	1,297	(13,587)	8.72%
Water - Creekside - #324043-45080	8,048	689	689	(7,359)	8.56%
Pump house - shared facility	17,089	-	-	(17,089)	0.00%
<b>Total Utilities</b>	<b>332,767</b>	<b>23,070</b>	<b>23,070</b>	<b>(309,697)</b>	

#### Field Operations

Stormwater system:					
Aquatic contract	60,000	4,643	4,643	(55,357)	7.74%
Aquatic contract - lake watch	5,000	397	397	(4,603)	7.95%
Aquatic contract - aeration maintenance	4,410	644	644	(3,766)	14.61%
Lake bank spraying	6,756	-	-	(6,756)	0.00%
Stormwater system repairs & maintenance	16,538	-	-	(16,538)	0.00%
Property maintenance:					
Horticultural consultant	10,584	800	800	(9,784)	7.56%
Landscape repairs & replacement	22,050	-	-	(22,050)	0.00%
Landscape maintenance - contract services	696,000	53,211	53,211	(642,789)	7.65%
Landscape maintenance - croquet	61,196	5,000	5,000	(56,196)	8.17%
Tree maintenance - Oak tree pruning	39,690	9,600	9,600	(30,090)	24.19%
Optional flower rotation	25,000	-	-	(25,000)	0.00%
Irrigation repairs & maintenance	42,000	-	-	(42,000)	0.00%
Roads & bridges repairs	16,538	-	-	(16,538)	0.00%
Streetlight maintenance	5,000	3,412	3,412	(1,588)	68.23%
Vehicle repairs & maintenance	10,000	101	101	(9,899)	1.01%
Office supplies - field operations	15,435	1,102	1,102	(14,333)	7.14%
Holiday Lights	9,923	246	246	(9,677)	2.48%
CERT operations	500	-	-	(500)	0.00%
Community maintenance	145,000	6,196	6,196	(138,804)	4.27%
Storm clean-up	28,665	-	-	(28,665)	0.00%
<b>Total Field Operations</b>	<b>1,220,285</b>	<b>85,353</b>	<b>85,353</b>	<b>(1,134,932)</b>	6.99%

#### Staff Support

Payroll	700,000	47,496	47,496	(652,504)	6.79%
Merit pay/bonus	45,000	-	-	(45,000)	0.00%
Payroll taxes	50,000	3,732	3,732	(46,268)	7.46%
Health insurance	128,260	9,456	9,456	(118,804)	7.37%
Insurance - workers' compensation	30,000	10,561	10,561	(19,439)	35.20%
Payroll services	6,250	320	320	(5,930)	5.11%
Mileage reimbursement	10,000	668	668	(9,332)	6.68%
<b>Total Staff Support</b>	<b>969,510</b>	<b>72,233</b>	<b>72,233</b>	<b>(897,277)</b>	7.45%

#### Amenity Operations

Amenity management	628,887	55,387	55,387	(573,500)	8.81%
A/C maintenance & service	4,300	-	-	(4,300)	0.00%
Fitness equipment service	8,269	-	-	(8,269)	0.00%
Music licensing	4,000	1,861	1,861	(2,139)	46.53%
Pool/spa permits	965	-	-	(965)	0.00%
Pool chemicals	25,440	1,767	1,767	(23,673)	6.95%
Pest control	4,300	455	455	(3,845)	10.59%
Amenity maintenance	150,000	6,738	6,738	(143,262)	4.49%
Special events	11,025	1,325	1,325	(9,700)	12.02%

<b>Total Amenity Operations</b>	<u>837,186</u>	<u>67,533</u>	<u>67,533</u>	<u>(769,653)</u>	8.07%
<b>Security</b>					
Gate access control staffing	225,323	24,091	24,091	(201,232)	10.69%
Additional guards	8,820	-	-	(8,820)	0.00%
Guardhouse facility maintenance	25,000	108	108	(24,892)	0.43%
Gate communication devices	23,153	-	-	(23,153)	0.00%
Gate operating supplies	35,000	1,003	1,003	(33,997)	2.87%
Fire & security system	5,843	348	348	(5,495)	5.96%
<b>Total Security</b>	<u>323,139</u>	<u>25,549</u>	<u>25,549</u>	<u>(297,590)</u>	7.91%
<b>Total Expenditures</b>	<u>\$ 4,182,613</u>	<u>\$ 450,906</u>	<u>\$ 450,906</u>	<u>\$ (3,731,707)</u>	
<b>Excess of Revenues Over (Under) Expenditures</b>			\$ (425,510)		
<b>Other Financing Sources (Uses)</b>					
Transfer In			-		
Transfer Out			-		
<b>Total Other Financing Sources (Uses)</b>			<u>\$ -</u>		
Fund Balance - Beginning			2,447,766		
<b>Fund Balance - Ending</b>			<u><u>\$ 2,022,257</u></u>		

**Grand Haven CDD**  
**Special Revenue Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2023 through October 31, 2023**

	<u>Adopted Budget</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>Variance +/( -)</u>	<u>% of Budget</u>
<b>Revenues:</b>					
Assessments Levied (Net)	\$ 882,524	\$ 3,868	\$ 3,868	\$ (878,656)	0.44%
Interest	-			-	#DIV/0!
<b>Total Revenues</b>	<u><u>\$ 882,524</u></u>	<u><u>\$ 3,868</u></u>	<u><u>\$ 3,868</u></u>	<u><u>\$ (878,656)</u></u>	<u><u>0.44%</u></u>
<b>Expenditures:</b>					
Capital Improvement Plan (CIP)	867,183	4,252	35,967	(831,216)	4.15%
<b>Total Expenditures</b>	<u><u>\$ 867,183</u></u>	<u><u>\$ 4,252</u></u>	<u><u>\$ 35,967</u></u>	<u><u>\$ (831,216)</u></u>	<u><u>4.15%</u></u>
<b>Excess of Revenues Over (Under) Expenditures</b>			\$ (32,099)		
<b>Other Financing Sources (Uses)</b>					
Transfer In			-		
Transfer Out			-		
<b>Total Other Financing Sources (Uses)</b>			<u><u>\$ -</u></u>		
Fund Balance - Beginning			1,619,362		
<b>Fund Balance - Ending</b>			<u><u>\$ 1,587,263</u></u>		

# EXHIBIT 9

1 **MINUTES OF MEETING**

2 **GRAND HAVEN**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Grand Haven Community Development  
5 District was held on Thursday, October 19, 2023 at 9:01 a.m. in the Grand Haven Room, at the Grand  
6 Haven Village Center, 2001 Waterside Parkway, Palm Coast, Florida 32137.

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

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

9 Present and constituting a quorum were:

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

15  
16 Also present were:

17 David McInnes	District Manager, Vesta District Services
18 Barry Jeskewich	Vesta District Services
19 Scott Clark	District Counsel, Clark & Albaugh, LLP
20 Barry Kloptosky	CDD Operations Manager
21 Vanessa Stepniak	CDD Office Manager
22 John Lucansky	Amenity Manager
23 Louise Leister	Arborist

24  
25 *The following is a summary of the discussions and actions taken at the October 19, 2023 Grand Haven*  
26 *CDD Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records*  
27 *request.*

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

29 The Pledge of Allegiance was recited.

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

32 A resident spoke in memory of Lewis Beilman, a Grand Haven resident who had created the long-  
33 running Move to Music exercise class that was regularly attended by other Grand Haven residents,  
34 and requested that a plaque be made in his honor to show appreciation for his continued contribution  
35 to the community.

36 A resident requested for the Board to consider additional pickleball courts, commenting that the  
37 signup sheets for the pickleball classes were frequently full. The resident observed that some  
38 residents were now traveling out of the community to play, and suggested that increasing the  
39 number of courts would help keep the Grand Haven pickleball community sustained.

40 A resident introduced himself as the commissioner for the newly founded bocce league in Grand  
41 Haven, and requested the Board to consider two other bocce courts next to the existing ones. The  
42 resident noted that the league's teams were currently full and had waiting lists, and suggested that  
43 more courts would allow for increased flexibility of scheduling. In response to Supervisor questions  
44 about the Wednesday and Thursday specific scheduling for the league, the resident noted that bocce

45 matches were regularly played outside of the league on Monday and Tuesday nights as well as  
46 Friday afternoons. Discussion ensued regarding parking activity.

47 An audience member noted that Grand Haven CDD's amenity rules for the facilities, specifically  
48 Rule #16, indicated that one qualified tennis professional was to offer tennis lessons based on an  
49 exclusive contract with the amenity management company, and expressed concerns about having  
50 seen multiple tennis pros conducting lessons recently. Mr. Foley recalled that the specific wording  
51 of the bylaws had been to prevent residents from bringing in their own tennis pros for lessons, but  
52 stated that the amenity management company had the right to bring in additional pros, though added  
53 that he agreed that multiple instructors likely shouldn't be occupying multiple courts especially  
54 during busy hours. Comments were heard from other Supervisors disagreeing with this  
55 interpretation of the bylaws, and Mr. Clark advised that he felt the wording would need to be  
56 cleaned up and clarified. An additional audience member introduced himself as a recently retired  
57 tennis pro, and shared the other audience member's concerns about allowing additional pros to  
58 teach on the courts in this manner, commenting on possible liability concerns and lack of  
59 professionalism.

60 An audience member requested the Board for additional croquet court lighting for parity with other  
61 sports courts. Supervisor comments were heard regarding adding lights, as well as the general  
62 discussed plans for the completed project.

63 Mr. Foley made a motion, seconded by Dr. Merrill, to set a hard stopping point for the meeting to  
64 adjourn at 12:00 p.m.

65 During discussion of the motion, Mr. Polizzi expressed concerns about cutting off discussion of  
66 legitimate business items for the sake of what he felt was an arbitrary time limit. Mr. Polizzi added  
67 that he was not opposed to meeting times becoming elongated from residents actively participating  
68 and providing comments when the floor was open. Ms. Crouch stated that she agreed, noting that  
69 the Board was here to work for the residents.

70 Mr. Foley amended his motion to state that the amounts of time allotted for each discussion item  
71 in the published agenda package be adhered to, allowing for the District Manager to indicate to the  
72 Board when that time had elapsed.

73 During discussion of the motion, Mr. McInnes suggested that this approach did not require a  
74 motion, and that he could just keep track of the time spent on each item at the Board's direction.

75 Mr. Foley withdrew his motion.

76 Mr. Polizzi suggested that the Board contact Mr. McInnes if they had any concerns about the  
77 amount of time given for specific agenda items.

78 **FOURTH ORDER OF BUSINESS – Landscape Maintenance RFP**

- 79 A. Exhibit 1: Presentation of Notice
- 80 B. Exhibit 2: Presentation of Proposal Evaluation Criteria
- 81 C. Exhibit 3: Presentation of Summary of Proposals
- 82 D. Exhibit 4: RFP Scorecard

83 Mr. Clark provided an overview of the proposal scoring process, and the criteria for scoring that  
84 had been established.

- 85 E. Brightview
- 86 F. VerdeGo
- 87 G. Yellowstone

88 Ms. Leister provided comments to the Board regarding the landscaping needs of Grand Haven. Ms.  
89 Leister explained that the scope of the property was uniquely difficult, and spoke in favor of seeking  
90 out local companies that would be more familiar with the area and could minimize logistical  
91 difficulties with landscaping equipment.

92 Mr. McInnes tallied the scorecards from each of the Supervisors. Mr. Clark stated that the first  
93 ranked vendor was VerdeGo with an average of 90.8, followed by Yellowstone with an average of  
94 75.4, then Brightview with an average of 61.8.

95 On a MOTION by Mr. Foley, SECONDED by Mr. Flanagan, WITH ALL IN FAVOR, the Board accepted  
96 the landscape maintenance proposal rankings based on averages taken from the RFP scorecards, for the  
97 Grand Haven Community Development District.

98 Following the motion, Mr. McInnes asked for a motion directing the District Counsel to work with  
99 the top ranked vendor in entering into a contract. Mr. McInnes advised that if for any reason they  
100 were unsuccessful with entering into a contract, they should then proceed with the second-ranked  
101 company, and so on.

102 On a MOTION by Dr. Merrill, SECONDED by Mr. Polizzi, WITH ALL IN FAVOR, the Board approved  
103 directing District Counsel to work with VerdeGo to enter into a contract for Landscape Maintenance  
104 services as outlined in the RFP, for the Grand Haven Community Development District.

105 **FIFTH ORDER OF BUSINESS – Staff Reports**

106 A. District Engineer: David Sowell

107 The District Engineer was not present.

108 B. Exhibit 5: Amenity Manager: John Lucansky

109 Mr. Lucansky gave an overview of his report, noting that Tiki Hut operations were still ongoing,  
110 which the Board spoke positively of, noting its popularity with residents as an alternative while the  
111 café was closed. Positive comments were also heard regarding the amenity staff's efforts, though  
112 Mr. Foley reminded the Board to be mindful of staff loads as more activities and expansions to  
113 amenities continued to be added. Additional discussion ensued regarding rolling sports court  
114 surfaces.

115 C. Operations Manager: Barry Kloptosky

116 1. Exhibit 6: Presentation of Capital Project Plan Tracker

117 Comments were made regarding the carryover amounts from the previous year being  
118 reflected.

119 2. Exhibit 7: Monthly Report

120 Mr. Kloptosky provided an update on the café design, stating that he had held a Zoom  
121 meeting with the architect to go over the initial drawings and some changes that needed to  
122 be made. Mr. Kloptosky stated that the architect anticipated having a final plan to present  
123 to the Board by December.

124 3. Exhibit 8: Consideration of New Staffing Organizational Structure

125 Questions were raised regarding Ms. Leister's place within the proposed new  
126 organizational structure, as well as discussion about mechanisms for key staff to provide  
127 feedback to the Board in a similar fashion to how Ms. Leister provided insight during the  
128 Landscape Maintenance RFP scoring. Additional discussion ensued regarding updates to  
129 salaries.



130 On a MOTION by Dr. Merrill, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board approved  
131 the new staffing organizational structure, as presented, for the Grand Haven Community Development  
132 District.

133 D. Exhibit 9: District Counsel: Scott Clark

134 Mr. Clark stated that he had adjusted some language to the amenity rules that would be considered  
135 at the next meeting, relating to provocative threats, fighting words, and egregious conduct.  
136 Additional discussion ensued regarding classification of public roads versus roads owned by the  
137 CDD as a public entity.

138 E. District Manager: David McInnes

139 1. Exhibit 10: Meeting Matrix

140 2. Exhibit 11: Action Item Report

141 Mr. McInnes presented the meeting matrix and action item report. Mr. Foley recalled  
142 discussions on a priority list of topics, which Mr. McInnes stated had not been ranked yet.  
143 Mr. Foley suggested for Board members to send in their top priorities that decisions could  
144 be made on.

145 3. Incident Report(s) Involving Resident(s)

146 Mr. McInnes provided a summary of an incident involving the arborist. Comments were  
147 heard from the Board suggesting clearer identification of employees.

148 *(The Board recessed the meeting at 11:01 a.m. and reconvened at 11:11 a.m.)*

149 **SIXTH ORDER OF BUSINESS – Consent Agenda Items**

150 A. Exhibit 12: Consideration for Acceptance – The August 2023 Unaudited Financial Report

151 B. Exhibit 13: Consideration for Acceptance – The September 2023 Unaudited Financial Report

152 C. Exhibit 14: Consideration for Approval – The Minutes of the Board of Supervisors Workshop  
153 Meeting Held August 3, 2023

154 D. Exhibit 15: Consideration for Approval – The Minutes of the Board of Supervisors Regular  
155 Meeting Held August 17, 2023

156 E. Exhibit 16: Consideration for Approval – The Minutes of the Board of Supervisors Workshop  
157 Meeting Held September 7, 2023

158 On a MOTION by Mr. Foley, SECONDED by Mr. Polizzi, WITH ALL IN FAVOR, the Board approved  
159 all items on the Consent Agenda for the Grand Haven Community Development District.

160 **SEVENTH ORDER OF BUSINESS – Business Items**

161 A. Exhibit 17: Consideration & Adoption of **Resolution 2024-01**, Amending Post Orders

162 Mr. Clark noted some further changes that had been made following discussions with staff,  
163 including changing the accepted identification requirement from a license to a business card, as  
164 well as some provisions regarding new construction. Discussion ensued between Board members  
165 and District Counsel regarding bond issues and how the District's ability to borrow funds on a tax-  
166 free basis may be affected.

167 On a MOTION by Mr. Flanagan, SECONDED by Mr. Foley, WITH ALL IN FAVOR, the Board adopted  
168 **Resolution 2024-01**, Amending Post Orders for the Grand Haven Community Development District.

169 B. Exhibit 18: Consideration of Bank United Line of Credit Proposal

170 Mr. Foley noted that Mr. McInnes had provided a revised term sheet from Bank United, and  
171 discussed the revisions with the Board, in particular the availability of working capital that could  
172 be replaced with a line of credit, freeing up the funds.

173 On a MOTION by Dr. Merrill, SECONDED by Mr. Foley, with Dr. Merrill, Mr. Foley, Mr. Polizzi, and  
174 Ms. Crouch voting "AYE", and Mr. Flanagan voting "NAY", the Board approved directing District Counsel  
175 to move forward with the Bank United line of credit proposal, with associated legal fees not to exceed  
176 \$10,000.00, for the Grand Haven Community Development District.

177 **EIGHTH ORDER OF BUSINESS – Discussion Items**

178 A. Operations Manager Ability to Hire Hog Trapper

179 Mr. Foley stated that he would like to grant Mr. Kloptosky the ability to contract with a hog trapper  
180 (not a shooter) to operate on CDD property, with an acceptable agreement developed by District  
181 Counsel. Mr. Kloptosky spoke to the Board regarding a meeting he had recently had with someone  
182 involved in the trapping industry, and discussed details about property boundaries and  
183 areas/logistics of operation. Following some comments from the Board, Mr. Kloptosky provided  
184 clarification that his hope was that having this ability granted would allow for flexibility in  
185 responding to hog issues around CDD property. The Board came to a consensus for Mr. Kloptosky  
186 to work with the District Counsel on a template for a contract allowing for him to hire qualified  
187 hog trappers.

188 **NINTH ORDER OF BUSINESS – Supervisors' Requests**

189 Mr. Polizzi recalled the audience comment requesting to commemorate a resident who had  
190 contributed greatly to the community, and suggested that the Board think about establishing a  
191 process for considering such cases. Mr. McInnes suggested that this could be an item for discussion  
192 at a future workshop meeting. Mr. Polizzi additionally asked for clarification on what the desired  
193 outcome from the pond banks discussions were, and Mr. Foley suggested that this was for  
194 Supervisor feedback on what should be done with the pond banks to be compiled by the District  
195 Manager to condense into key points, and then to bring in the Master Association to see what  
196 actions could be taken to address said points. Discussion ensued among the Board, with comments  
197 and suggestions being made on improvements to the ponds.

198 Mr. Foley informed the Board that he had not yet received confirmation from people associated  
199 with the University of Florida regarding a November 15 meeting, but was hoping that this would  
200 be forthcoming.

201 Dr. Merrill asked when the Board would be discussing the tennis issue, and Mr. McInnes stated  
202 that an update as to procedures for allowing instructors on the tennis courts had been scheduled for  
203 the next meeting. Dr. Merrill additionally commented on an email received from a resident  
204 regarding the budget, and Mr. McInnes clarified that he had not received the email, and that  
205 generally he did not respond to resident emails unless specifically requested by the Supervisor. Mr.  
206 McInnes added that Supervisors were free to personally respond to their constituents, so long as  
207 they did not Reply All. Dr. Merrill also suggested looking into updating point-of-sale software  
208 moving forward with the Café renovation project.

209 Ms. Crouch stated that she had recently attended a city presentation regarding the future of Palm  
210 Coast, and suggested that she could work with the City of Palm Coast to invite them to provide a  
211 presentation on their Imagine 2050 long-term city planning initiative.

212 Mr. Flanagan noted comments about bushes blocking sightlines along streets, and asked whether it  
213 was part of VerdeGo's responsibilities to cycle through and review these cases. Comments were

214 heard noting that landscapers were behind on the trimming schedule due to weather, but safety  
215 issues should be reported and immediately addressed.

216 Mr. Flanagan announced his resignation from Seat #4 of the Board of Supervisors at 12:37 p.m.

217 Mr. McInnes outlined the process for making nominations to fill the vacancy on the Board, noting  
218 that appointees needed to be US citizens residing in the District and registered voters.

219 **TENTH ORDER OF BUSINESS – Action Item Summary**

220 Mr. McInnes provided a summary of action items.

221 • The District Manager will receive an updated copy of the priorities of goals from the Chair to  
222 distribute to the Board for ranking.

223 • The District Manager will arrange for an e-blast to be sent regarding the vacancy on Seat #4 of the  
224 Board of Supervisors.

225 Mr. McInnes and the Chair discussed the meeting matrix, and the Board agreed to add a summary  
226 of hog activity for presentation at the January meeting, general discussion of amenities to the  
227 meeting matrix, presentation of Café renovation drawings to the December meeting, and a  
228 discussion item at a future workshop meeting for topic rankings for the remainder of FY 2024.

229 **ELEVENTH ORDER OF BUSINESS – Next Meeting Quorum Check: November 2, 9:00 AM**

230 All Board members present stated that they planned on attending the next meeting on November 2  
231 in person, which would constitute a quorum.

232 Prior to the meeting’s adjournment, Mr. Foley thanked Mr. Flanagan for his service to the Board.

233 **TWELFTH ORDER OF BUSINESS – Adjournment**

234 Mr. McInnes asked for final questions, comments, or corrections before requesting a motion to  
235 adjourn the meeting. There being none, Mr. Polizzi made a motion to adjourn the meeting.

236 On a MOTION by Mr. Polizzi, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board adjourned  
237 the meeting, at 12:45 p.m., for the Grand Haven Community Development District.

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

241 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
242 **meeting held on December 7, 2023.**

243  
244  
245

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

246 Title:  Secretary  Assistant Secretary

Title:  Chairman  Vice Chairman

# EXHIBIT 10

**RESOLUTION 2024-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT 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. Scott Smith and Bridgett Alexander are added as Assistant Treasurers by appointment.
2. This Resolution shall become effective at 12:01 a.m. on December 7, 2023.

**PASSED AND ADOPTED THIS 7<sup>th</sup> DAY OF DECEMBER, 2023.**

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

**ATTEST:**

---

**SECRETARY / ASSISTANT SECRETARY**

---

# EXHIBIT 11

**RESOLUTION 2024-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT ROVING OF DESIGNATING SIGNATORIESFOR THE DISTRICT’S OPERATING ACCOUNT(S); AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the 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**, pursuant to Chapter 190, Florida Statutes, the funds of the District shall be disbursed by the Treasurer and by such other person(s) as may be authorized by the Board of Supervisors (hereinafter the “Board”); and

**WHEREAS**, the Board has previously established a local operating bank account for the District; and

**WHEREAS**, the Board has previously in Resolution 2022-12 designated authorized signatories on the said operating bank account; and

**WHEREAS**, the Board now desires to rescind and repeal the prior designation contained in Resolution 2022-12 and designate new signatories on the said operating bank account.

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

**Section 1.** The Chair and Vice-Chair of the District’s Board of Supervisors, and Scott Smith, Johanna Lee, and Bridgett Alexander of DPFM Management and Consulting, LLC, d/b/a Vesta District Services are hereby designated as authorized signatories on the District’s operating bank account.

**Section 2.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded and repealed. Further, upon this Resolution’s passage, any previously adopted resolution designating signatories on bank accounts for the District, including without limitation Resolution 2022-12, is rescinded and repealed.

**PASSED AND ADOPTED THIS 7<sup>TH</sup> DAY OF DECEMBER, 2023.**

**ATTEST:**

**GRAND HAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**SECRETARY/ASST. SECRETARY**

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

# EXHIBIT 12



**PREPARED BY:**  
**Vincent L. Sullivan, Esq.**  
**CHIUMENTO LAW, PLLC**  
**145 City Place, Suite 301**  
**Palm Coast, FL 32164**  
**ATTN: Caroline McNeil**

## **AMENDED EASEMENT AGREEMENT**

This Declaration made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT (“CDD”), TYLA J. CRAWFORD (“Crawford”),** whose address is 64 River Trail Drive, Palm Coast, Florida 32137 and **EDWARD PEKARSKY and ALINA PEKARSKY (“Pekarsky”),** whose address is 84 River Trail Drive, Palm Coast, Florida 32137, hereinafter collectively (“Owners”).

### **RECITALS**

**WHEREAS,** Crawford is the owner of Lot 35 as shown on the subdivision plat of Village G-2 at Grand Haven which is recorded in Map Book 33, Page 72, of the Public Records of Flagler County, Florida (“Crawford Lot”); and

**WHEREAS,** Pekarsky is the owner of Lot 34 as shown on the subdivision plat of Village G-2 at Grand Haven which is recorded in Map Book 33, Page 72, of the Public Records of Flagler County, Florida (“Pekarsky Lot”) and

**WHEREAS,** the Dock is intended for the joint use and benefit of the Owners; and

**WHEREAS,** the Dock is situated within a conservation area described as Tract “H,” as shown on the subdivision plat of Village G-2 at Grand Haven which is recorded in Map Book 33, Page 72, which is owned by CDD and which is situated between the respective lots of the Owners and the Intracoastal Waterway; and

**WHEREAS,** to access the Dock, Owners must travel across boardwalks and a dirt path that are depicted on Exhibit “A,” attached and incorporated herein (the “Walkway Area”) located on Tract H; and

**WHEREAS,** Grand Haven Development, LLC, the prior Declarant (“Declarant”) and Melanie Barba, the prior Owner of Lot 35 at the time, entered into a Declaration of Bill of Sale Covenants, Conditions & Easement on April 22, 2004 which was recorded on May 4, 2004 in O.R. Book 1077, Page 106, of Public Records of Flagler County, Florida. This Amendment is to Amend the Easement portion of said Agreement.

**WHEREAS,** the Declarant previously conveyed to Owners an interest in said Dock and Owners agree to accept title thereto subject to the terms and conditions of this Agreement.

**WHEREAS**, to assure that the Owners enjoy the joint use and benefit of the Dock and that they contribute equally to the cost of maintaining same, the CDD and Owners desire to impose upon Owner's Lot these mutually beneficial covenants as set forth herein.

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00), each to the other in hand paid, and for and in consideration of the mutual covenants and obligations herein contained, the parties hereby agree as follows:

1. **Bill of Sale:** The Declarant previously agreed to grant, bargain, sell, transfer and deliver unto Owners a one-half (1/2) interest in and to the Dock located on the Owner's Lots for use and enjoyment in common with each other. CDD agrees that it did not construct, has not maintained and has no interest in the Dock.

2. **Terms:** The terms and conditions on and for which this Bill of Sale provided as follows:

(a) The Owners agree to accept title to the Dock in its "as is" condition without warranty.

(b) The Owners shall be equally responsible for the cost of the maintenance, repair and replacement of the Dock from time to time as may be necessary. If either Owner pays the cost of maintenance ("Paying Owner"), the other Owner ("Non-Payment Owner") shall reimburse the Paying Owner for one-half (1/2) of said cost within thirty (30) days following receipt of the statement billing the cost of maintenance and evidenced that the cost thereof was paid by the Paying Owner. If the Non-Paying Owner fails to reimburse the Paying Owner, then the latter shall have the right to bring suit in a court of competent jurisdiction in Flagler County, Florida, for the collection of such reimbursement.

Notwithstanding the foregoing, damage to the Dock caused by the negligence of willful act of any Owner or its guests or invitees shall be repaired at the expense of the Owner who is directly or indirectly responsible for the damage.

(c) The Owners hereby grant to each other, a non-exclusive perpetual easement over that portion necessary to permit the Owner's Lot ingress and egress to and from the Dock.

(d) The Owners hereby agree that the CDD has no interest in said Dock and holds the Declarant harmless from all damages or injuries that may result from the ownership, use or maintenance of the Dock including attorney's fees and court costs.

(e) The Owners are entitled to the mutual non-exclusive use and enjoyment of the Dock.

(f) The Owners desire to add water and electric utilities to the Dock and will bear the expense of same.

3. **Walkway:** The Owners and CDD agree that the only means of access between the Lots and the Dock is the Walkway. The Walkway was constructed by the Declarant or some party acting on behalf of the Declarant many years ago. The CDD did not construct, has not maintained and has no obligation to maintain the Walkway. The CDD grants to Owners a non-exclusive license to travel across the existing Walkway for the sole purpose of access between the Lots and the Dock. Owners agree that their use of the Dock and the Walkway shall be conducted at their own risk and expense. Without limiting the generality of the foregoing sentence, Owners take full responsibility for (a) the safety and security of themselves, their guests and any other parties using the Dock and Walkway, including safety from personal injury and safety from risks normally associated with wetland and open water areas, including dangerous wildlife; (b) any unsafe condition that may exist by virtue of the current and future existence and condition of the Dock and Walkway; and (c) compliance with any requirement or permit requirement imposed by law, including environmental laws that relate to Tract H and the Intracoastal Waterway.

4. **Indemnification:** Owners shall indemnify and hold the other harmless from all claims, demands, settlement judgments or orders arising from the use of the Dock by said Owners and their guests and invitees. Owners jointly and severally indemnify and hold the CDD harmless from claims of any nature whatsoever associated with the existence of or their use of the Dock and Walkway and specifically release the CDD from any obligations pertaining to the past or future existence, construction and maintenance of the Dock and Walkway. Nothing in this Agreement shall be deemed a waiver of CDD's right of sovereign immunity, whether arising under contract, Florida Statutes 768.28 or any other theory.

5. **Assignment:** This grant of Bill of Sale and easement is appurtenant to and shall automatically pass with title to the Owner's Lot and may not be otherwise assigned or conveyed.

6. **Covenants Running with the Land:** All of the covenants, terms, conditions, restrictions and easements set forth in this Declaration are intended to be and are construed as covenants running with the land and shall be binding upon and inure to the benefit of the Owner's Lot and their respective heirs, executors, successors and assigns.

7. **Compliance with Laws:** The use of the Dock shall at all times comply with all federal, state and local rules, regulations, orders and requirements. Any unlawful activity which occurs on the Dock or in conjunction with the use thereof, shall be grounds for injunctive relief by the Owners as the case may be.

8. **Venue:** This Declaration shall be construed under the laws of the State of Florida. Venue of any action involving this Declaration shall lie only in Flagler County, Florida.

9. **Amendments/Termination:** This Declaration may not be amended, modified or terminated by the Owners without the written consent of CDD. No modification, amendment or termination shall be effective unless in writing and recorded in the Public Records of Flagler County, Florida.

9. **Litigation:** In the event of litigation arising out of this Declaration for the purpose of enforcing any rights under this agreement, the prevailing party shall be entitled to recover, in

addition to any damages otherwise due, their reasonable attorney's fees, expert fees and costs incurred in such litigation at both the trial and appellate levels.

10. **Entire Agreement:** This Declaration constitutes the entire agreement between the Declarant and the Owner with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between them with respect thereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed, sealed and delivered in the presence of:

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**

Printed Name: \_\_\_\_\_  
(Witness as to Declarant)

By: \_\_\_\_\_  
**District Manager**

Printed Name: \_\_\_\_\_  
(Witness as to Declarant)

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

I hereby certify that on this day, before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, personally appeared \_\_\_\_\_ as District Manager of Grand Haven Community Development District, the governmental entity whose name the foregoing instrument was executed, and that he/she acknowledged executing the same for such entity, freely and voluntarily, under the authority duly vested in them by said entity and that they provided \_\_\_\_\_ as identification.

Witness my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

Signed, sealed and delivered in the presence  
of:

\_\_\_\_\_  
**TYLA G. CRAWFORD**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
(Witness as to Crawford)

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
(Witness as to Crawford)

STATE OF FLORIDA  
COUNTY OF FLAGLER

I hereby certify that on this day, before me, appeared via \_\_\_\_\_ physical presence or \_\_\_\_\_  
online notarization TYLA G. CRAWFORD, known to me to be the person who executed the  
foregoing instrument, and that she acknowledged executing the same freely and voluntarily and  
that she provided \_\_\_\_\_ as identification.

Witness my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

Signed, sealed and delivered in the presence  
of:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
(Witness as to Pekarsky)

\_\_\_\_\_ **EDWARD PEKARSKY**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
(Witness as to Pekarsky)

\_\_\_\_\_ **ALINA PEKARSKY**

STATE OF FLORIDA  
COUNTY OF FLAGLER

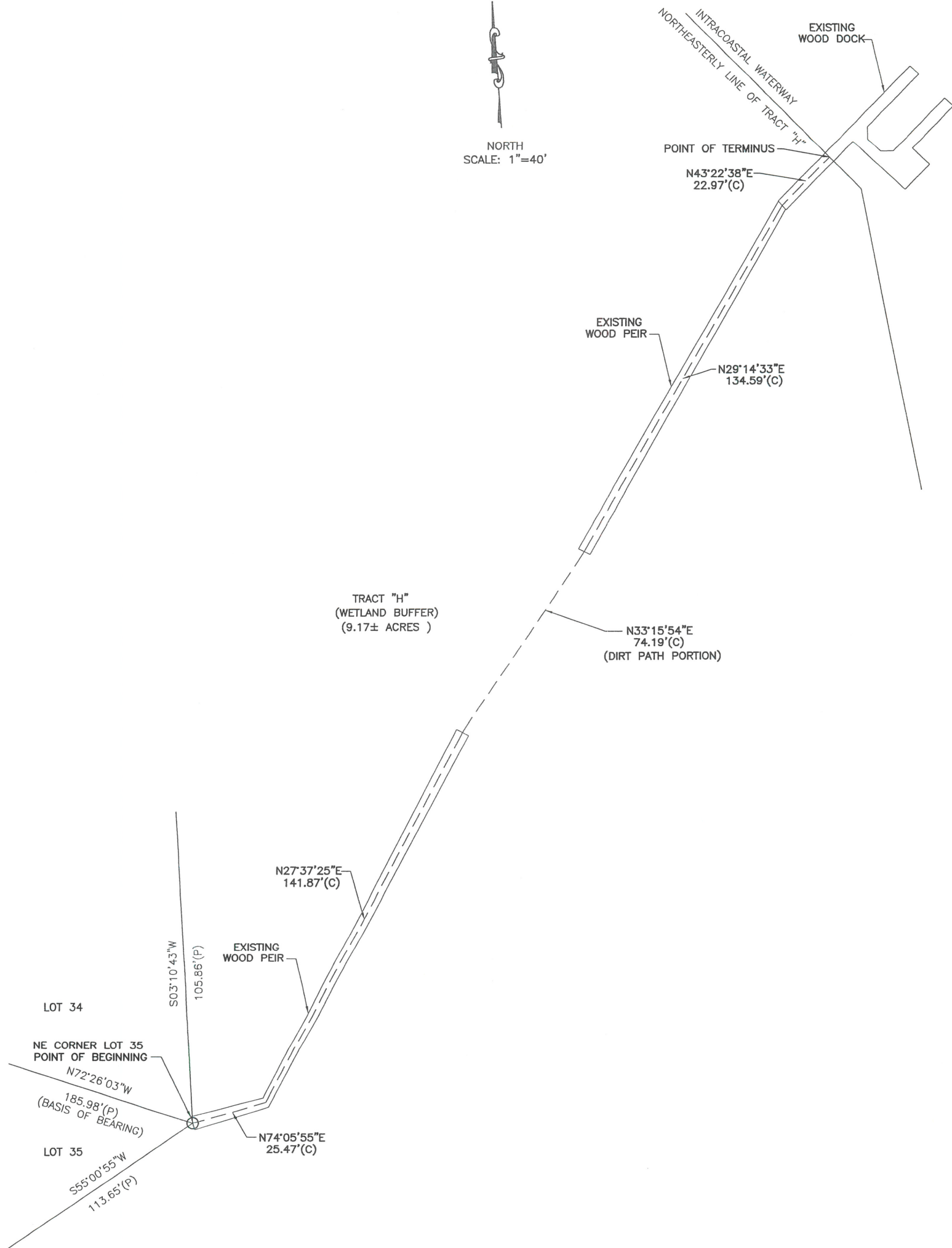
I hereby certify that on this day, before me, appeared via \_\_\_\_\_ physical presence or \_\_\_\_\_  
online notarization EDWARD PEKARSKY and ALINA PEKARSKY, known to me to be the  
persons who executed the foregoing instrument, and that they acknowledged executing the same  
freely and voluntarily and that she provided \_\_\_\_\_ as identification.

Witness my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

CERTIFICATIONS:

1.



REVISIONS:

TYPE OF SURVEY: SKETCH AND LEGAL DESCRIPTION

NOTE: PURSUANT TO FLORIDA STATE LAW, THIS SURVEY IS VALID NO MORE THAN 90 DAYS FROM DATE OF LAST FIELD WORK

DESCRIPTION:

A PORTION OF LAND LYING IN TRACT "H", VILLAGE G-2 AT GRAND HAVEN, A SUBDIVISION AS RECORDED IN MAP BOOK 33, PAGE 75, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING 2.50' FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; FROM A POINT OF BEGINNING AT THE NORTHEAST CORNER OF LOT 35, ALSO BEING A COMMON CORNER WITH LOT 34, BEAR N74°05'55"E, A DISTANCE OF 25.47' FEET; THENCE BEAR N27°37'25"E, A DISTANCE OF 141.87' FEET; THENCE N33°15'54"E, A DISTANCE OF 74.19' FEET; THENCE N29°14'33"E, A DISTANCE OF 134.59' FEET; THENCE BEAR N43°22'38"E, A DISTANCE OF 22.97' FEET TO THE POINT OF TERMINUS BEING A POINT ON THE NORTHEASTERLY LINE OF SAID TRACT "H". OFFSET LINES TO BE TRIMMED OR EXTENDED TO PREVENT GAPS AND OR OVERLAPS.

LEGEND:

○ IR 1/2" Iron Rod set "LB7672"	(D) Deed Bearing & Distance	PT Point of Tangency	A/C Air Conditioner Pad
● IR 5/8" Iron Rod found	(P) Plot Bearing & Distance	PI Point of Intersection	EQP Pool Equipment Pad
● IP 1/2" Iron Pipe	(M) Measured Bearing & Distance	U.E. Utility Easement	PEP Pretreatment Effluent
○ N/D Nail and Disk set "LB7672"	(C) Calculated Bearing & Distance	D.E. Drainage Easement	Pumping Tank
● N/D Nail and Disk found	C/L Center Line	L.E. Landscape Easement	Overhead Electric
● PCP Permanent Control Point	E/P Edge of Pavement	N.G.V.D. National Geodetic Vertical Datum	P/P - Power Pole
□ CM Concrete Monument set	E/R Edge of Road	N.A.V.D. North American Vertical Datum	Manhole
■ CM Concrete Monument found	R/W Right of Way	MSL Mean Sea Level	Telephone Riser
PRM Permanent Reference Monument	Δ Delta	B.M. Bench Mark	Cable Television Riser
FND Found	R Radius	T.B.M. Temporary Bench Mark	Fiber Optic Riser
LB Licensed Business	L Length	TOB Top Of Bank	Water Meter
LS Licensed Surveyor	CB Chord Bearing	TOE TOE of slope	Electric Meter
PSM Professional Surveyor & Mapper	CH Chord Distance	F.F. Finish Floor Elevation	Fire Hydrant
O.R. Official Records Book	PC Point of Curvature	INV. Invert	Water Valve
PG. Page	PRC Point of Reverse Curvature	C.B.S. Concrete Block & Stucco	Wood Fence
	N.R. Non-Radial Curve	Conc. Concrete	Vinyl Fence
		C/S Concrete Slab	Chain Link Fence

NOTES:

1. UNDERGROUND IMPROVEMENTS AND UTILITIES NOT LOCATED.
2. BEARINGS REFER TO PLAT DATUM AND TO THE PROPERTY LINE DIVIDING LOTS 34 & 35 AS BEING N72°26'03"W.
3. NO SEARCH FOR ENCUMBERING INSTRUMENTS WAS MADE BY SURVEYOR.
4. ERROR OF CLOSURE MEETS OR EXCEEDS 1:7500 FEET.

EXHIBIT "A"

PREPARED FOR:

ALINE PEKARSKY  
66 RIVER TRAIL DRIVE  
PALM COAST, FL 32137



STEPHENSON, WILCOX  
& ASSOCIATES, INC. CA#27726-LB#7672

2729 E. Moody Blvd., Ste. 400  
PO Box 186 Bunnell FL 32110  
Phone: 386.437.2363 • Email: info.swa@gmail.com

CIVIL ENGINEERS • LAND SURVEYORS • CONSULTANTS • PLANNERS

SURVEY TYPE:	FIELD DATE:	OFFICE DATE:	JOB NO.:	BY:
Sketch & Legal	00/00/00	10/11/23	23-3607	HAW
Site Plan				
Formboard				
Foundation				
Final				

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

*D.A. Wilcox* 10-11-23

DAN A. WILCOX Jr., PSM No. 5749, PE No. 57633  
Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

SHEET  
1 of 1



**PREPARED BY:**

**MICHAEL D. CHIUMENTO, ESQ.**

Chiumento & Associates, P.A.

4 Old Kings Road North

Suite B

Palm Coast, FL 32137

Attn: Michele Hurd

**DECLARATION OF BILL OF SALE  
COVENANTS, CONDITIONS & EASEMENT**

This Declaration made this 22 day of April, 2004 by **GRAND HAVEN DEVELOPERS, LLC** ("Declarant") and **MELANIE BARBA** whose address is 760 Rivenwood Rd., Franklin Lakes, NJ 07417 ("Owner").

**RECITALS**

**WHEREAS**, the Owner is the owner of Lot 35 as shown on the subdivision plat of Village G-2 at Grand Haven which is recorded in Map Book 33, Page 72, of the Public Records of Flagler County, Florida ("Owner's Lot"); and

**WHEREAS**, the Declarant, as the developer of all the lots within the Village G-2 at Grand Haven Subdivision has constructed a private dock/walkway ("Dock") approximately on the boundary line between the Owner's property and the adjoining Lot 34; and

**WHEREAS**, the Dock is intended for the joint use and benefit of the Owner and the owner of the adjoining lot ("Adjoining Owner"); and

**WHEREAS**, the Declarant intends to convey to Owner an interest in said Dock and Owner agrees to accept title thereto subject to the terms and conditions of this Declaration; and

**WHEREAS**, to assure that the Owner and Adjoining Owner enjoy the joint use and benefit of the Dock and that they contribute equally to the cost of maintaining same, the Declarant and Owner desire to impose upon Owner's Lot these mutually beneficial covenants as set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), each to the other in hand paid, and for and in consideration of the mutual covenants and obligations herein contained, the parties hereby agree as follows:

1. **Bill of Sale:** The Declarant does grant, bargain, sell, transfer and deliver unto Owner, a one-half (1/2) interest in and to the Dock located on Owner's Lot, for use and enjoyment in common with the Adjoining Owner.

2. **Terms:** The terms and conditions on and for which this Bill of Sale is granted are as follows:

(a) The Owner agrees to accept title to the Dock in its "as is" condition without warranty.

(b) The Owner and the Adjoining Owner (collectively "Owners" shall be equally responsible for the cost of the maintenance, repair and replacement of the Dock from time to time as may be necessary. If either Owner pays the cost of maintenance ("Paying Owner"), the other Owner ("Non-Paying Owner") shall reimburse the Paying Owner for one-half (1/2) of said cost within thirty (30) days following receipt of the statement billing the cost of maintenance and evidenced that the cost thereof was paid by the Paying Owner. If the Non-Paying Owner fails to reimburse the Paying Owner, then the latter shall have the right to bring suit in a court of competent jurisdiction in Flagler County, Florida, for the collection of such reimbursement.

Notwithstanding the foregoing, damage to the Dock caused by the negligence or willful act of any Owner or its guests or invitees shall be repaired at the expense of the Owner who is directly or indirectly responsible for the damage.

(c) The Owner hereby grants to the Adjoining Owner, a non-exclusive perpetual easement over that portion necessary to permit the Owner's Lot ingress and egress to and from the Dock.

(d) The Owner hereby agrees that the Declarant has no further interest in said Dock and holds Declarant harmless from all damages or injuries that may result from the ownership, use or maintenance of the Dock including attorney's fees and court costs.

(e) The Owners are entitled to the mutual non-exclusive use and enjoyment of the Dock.

3. **Indemnification**: Each Owner shall indemnify and hold the other Owner harmless from all claims, demands, settlement judgments or orders arising from the use of the Dock by said Owner and their guests and invitees.

4. **Assignment**: This grant of Bill of Sale and easement is appurtenant to and shall automatically pass with title to the Owner's Lot and may not be otherwise assigned or conveyed.

5. **Covenants Running With The Land**: All of the covenants, terms, conditions, restrictions and easements set forth in this Declaration are intended to be and are construed as covenants running with the land and shall be binding upon and inure to the benefit of the Owner's Lot and their respective heirs, executors, successors and assigns.

6. **Reciprocal Covenant**: The Declarant has or will cause to be executed by the Adjoining Owner a reciprocal declaration for the use and enjoyment of the Dock by Owner.

7. **Compliance With Laws**: The use of the Dock shall at all times comply with all federal, state and local rules, regulations, orders and requirements. Any unlawful activity which occurs on the Dock or in conjunction with the use thereof, shall be grounds for injunctive relief by the Owner or Adjoining Owner as the case may be.

8. **Venue**: This Declaration shall be construed under the laws of the State of Florida. Venue of any action involving this Declaration shall lie only in Flagler County, Florida.

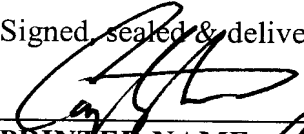
9. **Amendments/Termination**: This Declaration may not be amended, modified or terminated by the Owner and Adjoining Owner without the written consent of Declarant for as long as Declarant is the owner of any properties within the Grand Haven development. No modification, amendment or termination shall be effective unless in writing and recorded in the Public Records of Flagler County, Florida.

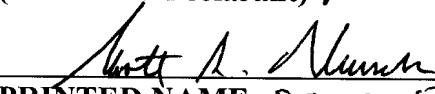
10. **Litigation**: In the event of litigation arising out of this Declaration for the purpose of enforcing any rights under this agreement, the prevailing party shall be entitled to recover, in addition to any damages otherwise due, their reasonable attorney's fees, expert fees and costs incurred in such litigation at both the trial and appellate levels.

11. **Entire Agreement**: This Declaration constitutes the entire agreement between the Declarant and the Owner with respect to the subject matter hereof and supercedes all prior agreements and understandings, oral or written, between them with respect thereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 22 day of April, 2004.

Signed, sealed & delivered in the presence of:

  
PRINTED NAME: Amy Szafranski  
(Witness to Declarant)

  
PRINTED NAME: SCOTT S. BLUNCK  
(Witness to Declarant)

**GRAND HAVEN DEVELOPERS, LLC**  
a Delaware Limited Liability Company  
BY: **LANDMAR GROUP, LLC**, a  
Delaware Limited Liability Company, its  
sole member

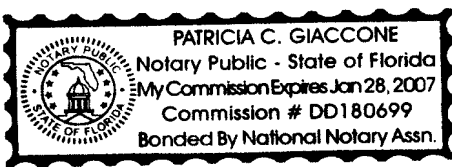
BY: **LANDMAR MANAGEMENT, INC.**, a Delaware Corporation, its  
Manager

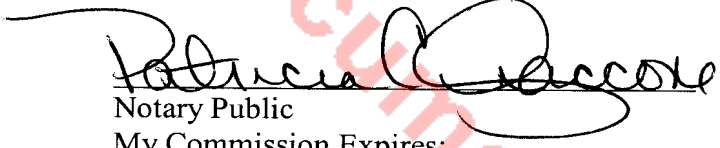
By:   
**JAMES T. CULLIS**  
Vice President

**STATE OF FLORIDA  
COUNTY OF FLAGLER**

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, **JAMES T. CULLIS**, known to me to be the Vice President of **LANDMAR MANAGEMENT, INC., a Delaware Corporation, Manager for LANDMAR GROUP, LLC, a Delaware Limited Liability Company, Sole Member of GRAND HAVEN DEVELOPERS, LLC, a Delaware Limited Liability Company**, the corporation in whose name the foregoing instrument was executed, and that he acknowledged executing the same for such corporation, freely and voluntarily, under the authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that I relied upon the following form of identification of the above-named person: **PERSONALLY KNOWN TO ME** and that an oath was not taken.

Witness my hand and official seal in the County and State last aforesaid this 22<sup>nd</sup> day of April, 2004.



  
Notary Public

My Commission Expires:

Signed, sealed & delivered in the present of:

Dolores Berger  
PRINTED NAME: DOLORES BERGER

M. Bauer  
PRINTED NAME: MINERVA BAUER

OWNER:

Melanie Barba  
MELANIE BARBA

STATE OF New Jersey  
COUNTY OF Bergen

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, MELANIE BARBA, known to me to be the person who executed the foregoing instrument, and that she acknowledged executing the same freely and voluntarily, that I relied upon the following form of identification of the above-named person(s): PERSONALLY KNOWN TO ME or produced \_\_\_\_\_ as identification, and that an oath was not taken.

Witness my hand and official seal in the County and State last aforesaid this 15 day of April, 2004.

Dolores Berger  
Notary Public  
My Commission Expires:

**DOLORES BERGER**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires Feb. 16, 2007**

# EXHIBIT 13

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** ("Agreement") is made and entered as of \_\_\_\_\_, 2023, by and between GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, ("Licensor") whose address is c/o Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, FL 32746, and BRIAN TAYLOR ("Licensee"), whose address is 2830 Lipizzan Trail, Ormond Beach, Florida 32174.

### WITNESSETH:

**WHEREAS**, Licensee desires to utilize a portion of land owned by Licensor lying East of Colbert Lane (the "Premises"), expressly excluding any privately owner residential property, for the purpose of trapping and removing alive nuisance feral hogs (the "Permitted Use") (the "License Period"); and

**WHEREAS**, Licensor is agreeable to allowing Licensee to use the Premises for the Permitted Use during said License Period on the terms and conditions as hereinafter provided in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing recitals and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Recitals. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.
2. Permitted Use. Licensee shall be allowed to use the Premises solely for the purpose of trapping and removing alive nuisance feral hogs from the Premises.
3. Time of Use. Licensee shall be allowed to use the above-described Premises for the Permitted Use during all twelve months of the year, seven days a week, from the hours of dawn until dusk.
4. Term of Agreement. The term of this Agreement shall be for the License Period. Notwithstanding the term, the Licensor shall have the right to suspend or terminate this Agreement upon ten (10) days' notice, or in the event that Licensor deems that a danger exists to the residents or property of the Licensor, immediately upon notice.
5. No Representations by Licensor. Licensor makes no representations or warranties to Licensee regarding the above-described Premises including, without limitation, the status of Licensor's title to the zoning of the condition of (including the environmental condition) or suitability of the of the above-described Premises for use by Licensee.

6. Indemnity. Licensee shall indemnify Licensor from and against all liability, loss, claims, and damages of whatever kind or nature which Licensor may sustain, suffer, incur, or be required to pay by reason of Licensor's or Licensee's affiliates, employees, agents, contractors, guests, or invitees to utilize the above-described Premises pursuant to the terms hereof. Licensee shall provide District with evidence that Licensee has in place comprehensive liability insurance in amounts and type acceptable to the District.

7. Right of Licensor to Enter. Licensee agrees that Licensor shall at all times during the License Period have full power and authority to enter onto the Premises to ensure that Licensee is in full compliance with the terms of this Agreement.

8. Default/Termination. If Licensee fails to comply with any or all of the terms and conditions contained in this Agreement ("Default"), then Licensee may, in addition to any other remedy available at law or in equity, immediately terminate Licensee's use of the above-described Premises.

9. Notices. Any notices required or permitted to be given under this Agreement shall be by certified mail and addressed to the respective parties at the following addresses:

To Licensor: Grand Haven Community Development District  
c/o Vesta District Services  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
Attn: District Manager

With a copy to: Clark & Albaugh, LLP  
1800 Town Plaza Court  
Winter Springs, FL 32708  
Attn: Scott D. Clark, Esq.

To Licensee: Brian Taylor  
2380 Lipizzan Trail  
Ormond Beach, FL 32174.

10. No Agent. It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-parties between the parties hereto, or as constituting Licensee as the agent, representative, or employee of Licensor for any purpose or in any matter whatsoever.

11. Hazardous Waste and Materials. At no time shall Licensee treat, dispose of, place, or store on the Premises, or permit any other party to treat, dispose of, place, or store on the Premises, any material which requires a governmental permit for the storage, treatment, disposal, handling or maintenance thereof. As used herein, "storage" includes the keeping of material in the open on the Premises, or in a truck or other vehicle on the Premises. Licensee shall not use or place or permit the use of or placement of explosives or explosive materials (whether solid, liquid, or gaseous) on the Premises.



12. Assignability. This Agreement may not be assigned or transferred by Licensee. Notwithstanding the foregoing, Licensee may utilize the services of three or four additional hunters/trappers for the purposes set forth herein, provided that Licensee will remain responsible for their actions and shall advise Licensor of the identity of those persons.

13. Improvements to the Premises. Licensee shall not make any permanent alterations, changes, or improvements to the Premises. However, Licensee may make temporary alterations, changes, or improvements to the Premises so long as said temporary alterations, changes, or improvements are first approved by Licensor, and are in compliance with all applicable laws, ordinances and regulations.

14. Assumption of Risk. Licensee is under a duty to be vigilant for Licensee's own safety as well as the safety of others. Licensee understands and agrees that he is responsible for his own personal safety and the personal safety of any and all persons accompanying Licensee on the Premises or accessing the Premises in connection with the Permitted Use. Licensee is fully knowledgeable of the risks that are generally associated with traversing the Premises, which are in a substantially natural condition, and assumes all such risks. Licensee also assumes all risks associated with traversing the Premises in a motor vehicle and takes access "as is." Licensee voluntarily assumes any other risks, of every kind whatsoever, whether natural or artificial, while conducting activities on the Premises pursuant to this Agreement.

15. Attorneys' Fees. In connection with any legal proceedings, including appellate proceedings, arising out of the enforcement of this Agreement or for any action for possession of the above-described Premises, or for damages, or for the collection of any payment required that may be collected by suit, each party shall be responsible for its own legal costs, fees, expenses.

16. No Property Interest. Licensee's temporary use of the Premises constitutes a revocable license. Nothing herein is intended to nor shall be interpreted as a transfer of any property interest to the Licensee. Licensor retains the right to close access to all or any portion of the Premises due to inclement weather, Licensor's activities and/or projects if damage to the Premises is deemed by the Licensor to be too severe or use of the Premises is deemed to any nature whatsoever by Licensor to Licensee, including, without limitation, a lease or easement interest.

17. Miscellaneous. This Agreement constitutes the entire understanding between Licensor and Licensee regarding the use of the Premises by Licensee and may not be modified except in writing executed by both parties. The headings contained herein are for convenience only and shall not be interpreted as defining or limiting the scope of the Agreement or any section contained herein. The execution of this Agreement has been duly authorized by Licensee and the terms hereof are binding upon both parties.

21. Contingencies. This Agreement is contingent upon the following conditions:

a) Licensee and any persons entering the Premises under the terms of this Agreement must each carry on their person a copy of this License Agreement at all times while on the Premises.

b) Licensee shall assist in the protection of the Premises against trespassers, poachers, and vandals to the best of his ability and immediately report all acts of trespass and vandalism to Licensor and to proper authorities.

c) Licensee shall abide by all applicable governmental rules, regulations, ordinances, and laws with respect to Licensee's use of the Premises, and shall, at his own expense, procure and maintain current any permits, licenses, etc., which may be required by law in connection with the feral hog removal activities.

d) Licensee shall provide Licensor with the description, tag number and vehicle identification number for each vehicle or vessel to be used on the Premises prior to initiating the Permitted Use.

e) Licensor approved "Official Nuisance Feral Hog Removal Program Authorized Agent" magnetic signs shall be displayed on each vehicle and vessel accessing the Premises. The signs shall be displayed on the driver and passenger doors of the vehicle. The signs shall be displayed on the port and starboard sides of the vessel. The signs are to be purchased by Licensee.

f) Licensee and his agents shall be required to have a "Nuisance Hog Removal" card and a current hunting license on their person at all times while on the Premises. Licensee shall be identified as the Supervisor. Agents shall NOT access the Premises unless accompanied by Licensee.

g) A person convicted of a felony is not eligible to be a licensee or an agent. Should Licensee be convicted of a felony during the term of this Agreement.

h) Licensee must trap and remove hogs alive with no discharging of firearms.

i) The Premises must be large enough such that no traps are easily visible from adjacent or nearby residences.

j) Licensor shall supply feed, if possible, up to four 50 lb. bags of whole corn per month.

k) There will be no charge for the removal of any hog weighing fifty (50) pounds or less. There will be a charge of \$80.00 for the removal of each hog weighing more than fifty (50) pounds.

l) Licensee shall provide to Licensor a time-stamped photograph of each hog removed.

m) Licensee shall invoice Licensor monthly.

n) Licensee shall not enter into private residential property for the purpose of gaining access to any CDD conservation areas without first obtaining the express consent of the residential property owner.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement between Grand Haven Community Development District and Brian Taylor on the day and year first written above.

GRAND HAVEN COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
*Name:* \_\_\_\_\_  
*Title:* \_\_\_\_\_

\_\_\_\_\_  
BRIAN TAYLOR

# EXHIBIT 14

	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 excluding the café.						
26										
27										
28										
29	Vesta participation in café renovation cost. Ongoing participation in other costs.	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	Find out 11/15
33		Dr. Merrill: #2							Need a written report from UF	
34										
35										
36	Amenity Expansion	Foley: #8	June. 24	Dog Park, Bocce courts, croquet lights, pickleball, GHR expansion, landscaping, other building expansion (fitness center)....					Needs to be considered together with other large outlays ie oak tree mgmt, gate access	June. 24
37		Dr. Merrill: #3				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.	
38										
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?						