



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 <u>DRAFTS</u> prior to presentation and Board acceptance, approval, or adoption.

Grand Haven

Community Development District

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. 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=dUFTN091cjVHZzluYUN0blEwUUYydz09

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

Meeting ID: 7055714830#

Revised Agenda

	Neviseu Agenuu	
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	
	 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
	3. Incident Report Against Resident	
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	Exhibit 9
	C. Consideration for Approval – The Minutes of the Board of	Exhibit 10

Supervisors Regular Meeting Held October 19, 2023

VII. Business Items

- A. Consideration & Adoption of Resolution 2024-06, Appointing
 Assistant Treasurer 5mins. Allotted

 B. Consideration & Adoption of Resolution 2024-07, Designating
 Signatories 5mins. Allotted
- C. Consideration of Amended Easement Agreement for Dock at 66

 River Trail Dr. 10mins. Allotted

VIII. Discussion Topics

- A. Project on Oak Tree Management with IFAS 10mins. Allotted
- B. Hog Management Policies 20mins. Allotted
- Supervisor Comments
 License Agreement Template
 Exhibit 15
 FY 2024 Priorities 20mins. Allotted
 Exhibit 16
- 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

FIRST INSERTION

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

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 13th at 6:30pm
 - $\circ\quad$ The FPC choir will be performing.
 - o Eggnog will be served.
- Trivia is scheduled for Wednesday the 20th.
- $\bullet \quad \mbox{Bingo}$ is scheduled for Tuesday the 26th.
- New Years Eve party
 - o Special menu
 - $\circ\quad$ Live music provided by Southern Chaos
- Special menu nights included:
 - $\circ \quad \hbox{Pierogi dinner Monday 4^{th}}$
 - $\circ~$ Christmas Dinner Monday the 18^{th}

Tiki Hut:

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

Tennis and Pickleball Courts

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

Café:

- Online Ordering:
 - o Online orders have been steadily increasing each month.
 - o July 30 orders
 - o August 60 orders
 - Sept 80 orders
 - o October -110 orders
 - o November -120 orders

ONLINE ORDERING NOW AVAILABLE

- o Orders go directly to the kitchen expediting pick up times.
- o 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.
- o 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 ½ 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 6th running for 16 weeks, playing on Wednesdays and Thursdays evenings.
 - o 64 players have signed up.
 - This will not affect any weekly scheduled groups that play.
 - League has been running smoothly.
 - o 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	Architecht, 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.	х
16	Totals:	\$885,901	-\$6,737	\$84,464	\$28,280		

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.

o **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



O CAFÉ RENOVATION PROJECT

- The architect gave a presentation to the Board at the July 20th 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.



POND AERATOR PROPOSALS

- Staff has provided two proposals for pond aeration to be considered by the Board at the November 2nd 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

	Workshop:	No Workshop
December, 2023	Regular Meeting: 12/7	Staff Reports District Engineer District Counsel District Manager Consent Agenda Items Meeting Minutes District Manager Unaudited Financials (October, 2023) Business Items Discussions Priorities for FY 2024 Hog Management Policies Scheduling of Meeting/Workshop Topics for FY 2024

	Presentations	
Workshop: 1/4	 Discussions Escalante/Golf Course Issues Initial draft of FY 2025 Budget 	
January, 2024 Regular Meeting: 1/18	Staff Reports District Engineer District Counsel District Manager Consent Agenda Items Meeting Minutes District Manager Lunaudited Financials November 2023 December 2023 December 2023 December 2023 Comparisons Omage: Manage of the provide Update on Hog Situation (including information from Flagler County officials regarding successes to date) Café Renovations Drawings Ponds and Pond Banks—Led by Louise Leister FY 2025 Budgetcontinued	

		Presentations	
	Workshop: 2/1	 Discussions Oak Tree Management FY 2025 Budgetcontinued 	Led by Louise Leister
February, 2024	Regular Meeting: 2/15	Staff Reports	

	Workshop: 3/7	Presentations Discussions • FY 2025 Budgetcontinued
March, 2024	Regular Meeting: 3/21	Staff Reports District Engineer District Counsel District Manager Consent Agenda Items Meeting Minutes District Morkshop District Morkshop Provided Financials (February 2024) Business Items Discussions FY 2025 Budgetcontinued

	Future Workshop Issues:	
	Spartina on Pond Banks/Pond Bank Issues	Invite HOA to the workshop
	Call Box Upgrades due to Technological Changes	
	Discussion of Amenities (in general)	
	Framework for Sports Professional	John Lucansky to provide suggested framework
	Process for Plaques Honoring Residents	
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nsc	Future Meeting Issues:	
Unscheduled Items	• 10-Year Plan Presentation to Residents	
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NOTES

SUBJECT

Communications	 New website—Target is 8/2023: Underway Chair to write annual report to residents at end of FY "New Work in Progress" schedule on website: Underway Regular communications with HOA: Ongoing Periodic Socials—get to know board; tutorials on new tech: 10/5 workshop: Do not continue to list Build relationship with City and County: Ongoing Ten year plan presentation: Paused E-Blasts about encroachment on CDD owned land (District Counsel to provide guidance) Include \$ amounts in E-Blasts if known (e.g. the cost of cleaning out drains for putting yard debris in it)
Safety and Security	 Improve visibility at intersections along Waterside (visibility of lines and hedge lines): Ongoing by OM Plan for more perimeter fencing: Flagler County seeking funding alternatives. 10/5/2023 workshop added the matter of sound barrier walls Inspect roads and walkways: Ongoing by OM & DE Work with county and HOA regarding hogs: Ongoing Modifications of all gates—Will need OM input: Ongoing Technology for gate access—Will need OM input; Ongoing Eliminate tailgating at Gate Gate options for sidewalks—10/5: Board decided not to take action at this time. Cell phone gate access for visitors—Done Cap on number of amenity cards issued Wild Hog Issue
Café' Renovations	 Design work for café contract signed (5/4/2023); Underway
Vesta's Participation in Cafe	Include in consideration of RFP
Staffing/Organization	 Staff Chief(new) to be in charge of ALL communications Need rolesCompensation & Benefits OM Assistant & more field workers Use professional job recruiter 10/19 Meeting
Pond and Bank Plan	10/19 Meeting
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 Ovesight	Underway
Oak Tree Management	Involve UF if possible
Dog Park	 Minimal upgrades: 10/19/2023 Meeting
Amenity Management Alternatives	 Bring amenity management "In House"?
Amenity Expansion	• New sports?
Building Expansion	Additional Spacing needs

	EXHIBIT 7

Date of Action Item	Action Item	Status
	DISTRICT MANGER SECTION	
9/1/2022	DM to work with web hosting company and look into alternatives with respect to issues raised during workshop. DM working with Supervisor Flanagan on this issue.	Underway
6/15/2023	DM to work with OM and DC to determine District responsibilities for Pond Banks	Underway
10/5/2023	DM to send Board link of video (from OM) for call boxes	
10/19/2023	DM to Email to Board updated list of Goals from Chair	Done
10/19/2023	DM to arrange E-Blast regarding Vacancy in Seat #4	Done
XXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
6/2/2022	OM is to set up a FPL energy audit for all structures in community including pumphouse.	6/9: To be scheduled
6/15/2023	OM to work with DM and DC to determine District responsibilities for Pond Banks	Underway
8/17/2023	OM to provide proposals for handicap access of doors at Village Center bathrooms and the Creekside bathrooms.	Underway
10/5/2023	OM to send DM link of video on call boxes	
10/5/2023	OM to work with DC on drafting an RFP for Security Guard Services	
11/2/2023	OM to obtain quotes for installation of handicapped access buttons for 4 bathrooms (2 at VC and 2 at CAC)	
XXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

	DISTRICT ENGINEER SECTION	
XXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	BOARD SECTION	
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
XXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
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

	General Fund	Special Revenue Fund	Total
Assets:			
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
Total Assets	\$ 6,905,095	\$ 2,500,750	\$ 9,405,845
Liabilities: Accounts Payable Due to Other Deferred Revenue Total Liabilities	\$ 46,677 834,194 4,001,967 4,882,838	\$ 34,831 - 878,656 913,488	81,508 834,194 4,880,624 5,796,326
Fund Balance: Non-Spendable: Prepaid & Deposits Assigned:	210	-	210
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
Total Fund Balance	2,022,257	1,587,263	3,609,519
Total Liabilities & Fund Balance	\$ 6,905,095	\$ 2,500,750	\$ 9,405,845

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

The audit is available on the webite 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

	Adopted Budget	Current Month	Year to Date	Variance +/(-)	% of Budget
Revenues:					
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%
Total Revenues	\$ 4,182,613	\$ 25,397	\$ 25,397	\$ (4,157,216)	0.61%
Expenditures:					
Administrative					
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%
Total Administrative	272,542	20,284	20,284	(252,258)	7.44%
Information & Technology					
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%
Total Information & Technology	96,150	6,489	6,489	(89,661)	6.75%
Insurance					
Insurance - general liability & public official	131,034	150,395	150,395	19,361	114.78%
Total Insurance	131,034	150,395	150,395	19,361	114.78%

Utilities

Electric:

Electric Services - #12316, 85596, 65378 Electric - Village Center - #18308 Electric - Creekside - #87064, 70333					
	6,399	259	259	(6,140)	4.05%
	38,761	3,333	3,333	(35,428)	8.60%
	26,456	1,627	1,627	(24,829)	6.15%
Streetlights ¹	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	2,733	2,733		0.00%
-	10,736	-	-	(16,758)	0.00%
Water/sewer:					
Water services ²	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%
Total Utilities	332,767	23,070	23,070	(309,697)	
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 - lake water	4,410	644	644	(3,766)	14.61%
		044	044		
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%
		101	101		1.01%
Vehicle repairs & maintenance	10,000			(9,899)	
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				
	143,000	6,196	6,196	(138,804)	4.27%
Storm clean-up	28,665	6,196 -	6,196 -	(138,804) (28,665)	
Storm clean-up Total Field Operations		6,196 85,353	6,196 		4.27%
·	28,665			(28,665)	4.27% 0.00%
·	28,665			(28,665)	4.27% 0.00%
Total Field Operations Staff Support	28,665 1,220,285	85,353 	85,353 85,353	(28,665) (1,134,932)	4.27% 0.00% 6.99%
Total Field Operations Staff Support Payroll	28,665 1,220,285 700,000			(28,665) (1,134,932) (652,504)	4.27% 0.00% 6.99%
Total Field Operations Staff Support Payroll Merit pay/bonus	28,665 1,220,285 700,000 45,000	85,353 47,496	8 5,353 47,496	(28,665) (1,134,932) (652,504) (45,000)	4.27% 0.00% 6.99% 6.79% 0.00%
Total Field Operations Staff Support Payroll Merit pay/bonus Payroll taxes	28,665 1,220,285 700,000 45,000 50,000	47,496 - 3,732	47,496 - 3,732	(28,665) (1,134,932) (652,504) (45,000) (46,268)	4.27% 0.00% 6.99% 6.79% 0.00% 7.46%
Total Field Operations Staff Support Payroll Merit pay/bonus Payroll taxes Health insurance	28,665 1,220,285 700,000 45,000 50,000 128,260	47,496 - 3,732 9,456	47,496 - 3,732 9,456	(28,665) (1,134,932) (652,504) (45,000) (46,268) (118,804)	4.27% 0.00% 6.99% 6.79% 0.00% 7.46% 7.37%
Total Field Operations Staff Support Payroll Merit pay/bonus Payroll taxes Health insurance Insurance - workers' compensation	28,665 1,220,285 700,000 45,000 50,000 128,260 30,000	47,496 - 3,732 9,456 10,561	47,496 - 3,732 9,456 10,561	(28,665) (1,134,932) (652,504) (45,000) (46,268) (118,804) (19,439)	4.27% 0.00% 6.99% 6.79% 0.00% 7.46% 7.37% 35.20%
Total Field Operations Staff Support Payroll Merit pay/bonus Payroll taxes Health insurance Insurance - workers' compensation Payroll services	28,665 1,220,285 700,000 45,000 50,000 128,260 30,000 6,250	47,496 - 3,732 9,456 10,561 320	47,496 - 3,732 9,456 10,561 320	(28,665) (1,134,932) (652,504) (45,000) (46,268) (118,804) (19,439) (5,930)	4.27% 0.00% 6.99% 6.79% 0.00% 7.46% 7.37% 35.20% 5.11%
Total Field Operations Staff Support Payroll Merit pay/bonus Payroll taxes Health insurance Insurance - workers' compensation Payroll services Mileage reimbursement	28,665 1,220,285 700,000 45,000 50,000 128,260 30,000 6,250 10,000	47,496 - 3,732 9,456 10,561 320 668	47,496 - 3,732 9,456 10,561 320 668	(28,665) (1,134,932) (652,504) (45,000) (46,268) (118,804) (19,439) (5,930) (9,332)	4.27% 0.00% 6.99% 6.79% 0.00% 7.46% 7.37% 35.20% 5.11% 6.68%
Total Field Operations Staff Support Payroll Merit pay/bonus Payroll taxes Health insurance Insurance - workers' compensation Payroll services	28,665 1,220,285 700,000 45,000 50,000 128,260 30,000 6,250	47,496 - 3,732 9,456 10,561 320	47,496 - 3,732 9,456 10,561 320	(28,665) (1,134,932) (652,504) (45,000) (46,268) (118,804) (19,439) (5,930)	4.27% 0.00% 6.99% 6.79% 0.00% 7.46% 7.37% 35.20% 5.11%
Total Field Operations Staff Support Payroll Merit pay/bonus Payroll taxes Health insurance Insurance - workers' compensation Payroll services Mileage reimbursement Total Staff Support	28,665 1,220,285 700,000 45,000 50,000 128,260 30,000 6,250 10,000	47,496 - 3,732 9,456 10,561 320 668	47,496 - 3,732 9,456 10,561 320 668	(28,665) (1,134,932) (652,504) (45,000) (46,268) (118,804) (19,439) (5,930) (9,332)	4.27% 0.00% 6.99% 6.79% 0.00% 7.46% 7.37% 35.20% 5.11% 6.68%
Total Field Operations Staff Support Payroll Merit pay/bonus Payroll taxes Health insurance Insurance - workers' compensation Payroll services Mileage reimbursement	28,665 1,220,285 700,000 45,000 50,000 128,260 30,000 6,250 10,000	47,496 - 3,732 9,456 10,561 320 668 72,233	47,496 - 3,732 9,456 10,561 320 668 72,233	(28,665) (1,134,932) (652,504) (45,000) (46,268) (118,804) (19,439) (5,930) (9,332) (897,277)	4.27% 0.00% 6.99% 6.79% 0.00% 7.46% 7.37% 35.20% 5.11% 6.68% 7.45%
Total Field Operations Staff Support Payroll Merit pay/bonus Payroll taxes Health insurance Insurance - workers' compensation Payroll services Mileage reimbursement Total Staff Support	28,665 1,220,285 700,000 45,000 50,000 128,260 30,000 6,250 10,000	47,496 - 3,732 9,456 10,561 320 668	47,496 - 3,732 9,456 10,561 320 668	(28,665) (1,134,932) (652,504) (45,000) (46,268) (118,804) (19,439) (5,930) (9,332)	4.27% 0.00% 6.99% 6.79% 0.00% 7.46% 7.37% 35.20% 5.11% 6.68%
Total Field Operations Staff Support Payroll Merit pay/bonus Payroll taxes Health insurance Insurance - workers' compensation Payroll services Mileage reimbursement Total Staff Support Amenity Operations	28,665 1,220,285 700,000 45,000 50,000 128,260 30,000 6,250 10,000 969,510	47,496 - 3,732 9,456 10,561 320 668 72,233	47,496 - 3,732 9,456 10,561 320 668 72,233	(28,665) (1,134,932) (652,504) (45,000) (46,268) (118,804) (19,439) (5,930) (9,332) (897,277)	4.27% 0.00% 6.99% 6.79% 0.00% 7.46% 7.37% 35.20% 5.11% 6.68% 7.45%
Total Field Operations Staff Support Payroll Merit pay/bonus Payroll taxes Health insurance Insurance - workers' compensation Payroll services Mileage reimbursement Total Staff Support Amenity Operations Amenity management	28,665 1,220,285 700,000 45,000 50,000 128,260 30,000 6,250 10,000 969,510	47,496 - 3,732 9,456 10,561 320 668 72,233	47,496 - 3,732 9,456 10,561 320 668 72,233	(28,665) (1,134,932) (652,504) (45,000) (46,268) (118,804) (19,439) (5,930) (9,332) (897,277)	4.27% 0.00% 6.99% 6.79% 0.00% 7.46% 7.37% 35.20% 5.11% 6.68% 7.45%
Total Field Operations Staff Support Payroll Merit pay/bonus Payroll taxes Health insurance Insurance - workers' compensation Payroll services Mileage reimbursement Total Staff Support Amenity Operations Amenity management A/C maintenance & service Fitness equipment service	28,665 1,220,285 700,000 45,000 50,000 128,260 30,000 6,250 10,000 969,510 628,887 4,300	85,353 47,496 - 3,732 9,456 10,561 320 668 72,233	47,496 - 3,732 9,456 10,561 320 668 72,233 55,387	(28,665) (1,134,932) (652,504) (45,000) (46,268) (118,804) (19,439) (5,930) (9,332) (897,277) (573,500) (4,300) (8,269)	4.27% 0.00% 6.99% 6.79% 0.00% 7.46% 7.37% 35.20% 5.11% 6.68% 7.45%
Total Field Operations Staff Support Payroll Merit pay/bonus Payroll taxes Health insurance Insurance - workers' compensation Payroll services Mileage reimbursement Total Staff Support Amenity Operations Amenity management A/C maintenance & service Fitness equipment service Music licensing	28,665 1,220,285 700,000 45,000 50,000 128,260 30,000 6,250 10,000 969,510 628,887 4,300 8,269	47,496 - 3,732 9,456 10,561 320 668 72,233	47,496 - 3,732 9,456 10,561 320 668 72,233	(28,665) (1,134,932) (652,504) (45,000) (46,268) (118,804) (19,439) (5,930) (9,332) (897,277) (573,500) (4,300) (8,269) (2,139)	4.27% 0.00% 6.99% 6.79% 0.00% 7.46% 7.37% 35.20% 5.11% 6.68% 7.45% 8.81% 0.00% 0.00% 46.53%
Staff Support Payroll Merit pay/bonus Payroll taxes Health insurance Insurance - workers' compensation Payroll services Mileage reimbursement Total Staff Support Amenity Operations Amenity management A/C maintenance & service Fitness equipment service Music licensing Pool/spa permits	28,665 1,220,285 700,000 45,000 50,000 128,260 30,000 6,250 10,000 969,510 628,887 4,300 8,269 4,000 965	55,387 55,387 51,861	55,387 1,861	(28,665) (1,134,932) (652,504) (45,000) (46,268) (118,804) (19,439) (5,930) (9,332) (897,277) (573,500) (4,300) (8,269) (2,139) (965)	4.27% 0.00% 6.99% 6.79% 0.00% 7.46% 7.37% 35.20% 5.11% 6.68% 7.45% 8.81% 0.00% 46.53% 0.00%
Total Field Operations Staff Support Payroll Merit pay/bonus Payroll taxes Health insurance Insurance - workers' compensation Payroll services Mileage reimbursement Total Staff Support Amenity Operations Amenity management A/C maintenance & service Fitness equipment service Music licensing Pool/spa permits Pool chemicals	28,665 1,220,285 700,000 45,000 50,000 128,260 30,000 6,250 10,000 969,510 628,887 4,300 8,269 4,000 965 25,440	55,387 55,387 1,861 1,767	55,387 - 1,861 - 1,767	(28,665) (1,134,932) (652,504) (45,000) (46,268) (118,804) (19,439) (5,930) (9,332) (897,277) (573,500) (4,300) (8,269) (2,139) (965) (23,673)	4.27% 0.00% 6.99% 6.79% 0.00% 7.46% 7.37% 35.20% 5.11% 6.68% 7.45% 8.81% 0.00% 0.00% 46.53% 0.00% 6.95%
Staff Support Payroll Merit pay/bonus Payroll taxes Health insurance Insurance - workers' compensation Payroll services Mileage reimbursement Total Staff Support Amenity Operations Amenity management A/C maintenance & service Fitness equipment service Music licensing Pool/spa permits Pool chemicals Pest control	28,665 1,220,285 700,000 45,000 50,000 128,260 30,000 6,250 10,000 969,510 628,887 4,300 8,269 4,000 965 25,440 4,300	55,387 	55,387 - 1,861 - 1,767 47,496 - 2,456 10,561 320 668 72,233	(28,665) (1,134,932) (652,504) (45,000) (46,268) (118,804) (19,439) (5,930) (9,332) (897,277) (573,500) (4,300) (8,269) (2,139) (965) (23,673) (3,845)	4.27% 0.00% 6.99% 6.79% 0.00% 7.46% 7.37% 35.20% 5.11% 6.68% 7.45% 8.81% 0.00% 0.00% 46.53% 0.00% 6.95% 10.59%
Total Field Operations Staff Support Payroll Merit pay/bonus Payroll taxes Health insurance Insurance - workers' compensation Payroll services Mileage reimbursement Total Staff Support Amenity Operations Amenity management A/C maintenance & service Fitness equipment service Music licensing Pool/spa permits Pool chemicals	28,665 1,220,285 700,000 45,000 50,000 128,260 30,000 6,250 10,000 969,510 628,887 4,300 8,269 4,000 965 25,440	55,387 55,387 1,861 1,767	55,387 - 1,861 - 1,767	(28,665) (1,134,932) (652,504) (45,000) (46,268) (118,804) (19,439) (5,930) (9,332) (897,277) (573,500) (4,300) (8,269) (2,139) (965) (23,673)	4.27% 0.00% 6.99% 6.79% 0.00% 7.46% 7.37% 35.20% 5.11% 6.68% 7.45% 8.81% 0.00% 0.00% 46.53% 0.00% 6.95%

Total Amenity Operations	837,186	67,533	67,533	(769,653)	8.07%
Security					
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%
Total Security	323,139	25,549	25,549	(297,590)	7.91%
Total Expenditures	\$ 4,182,613	\$ 450,906	\$ 450,906	\$ (3,731,707)	
Excess of Revenues Over (Under) Expenditures			\$ (425,510)		
			\$ (425,510)		
Excess of Revenues Over (Under) Expenditures Other Financing Sources (Uses) Transfer In			\$ (425,510)		
Other Financing Sources (Uses)			\$ (425,510) - -		
Other Financing Sources (Uses) Transfer In			\$ (425,510) - - - \$ -		
Other Financing Sources (Uses) Transfer In Transfer Out			\$ (425,510) \$ - 2,447,766		

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

	1	Adopted Budget	_	urrent Month	١	ear to	,	Variance +/(-)	% of Budget
Revenues:									
Assessments Levied (Net)	\$	882,524	\$	3,868	\$	3,868	\$	(878,656)	0.44%
Interest Total Revenues	\$	882,524	\$	3,868	\$	3,868	\$	(878,656)	#DIV/0! 0.44%
Expenditures:									
Capital Improvement Plan (CIP)		867,183		4,252		35,967		(831,216)	4.15%
Total Expenditures	\$	867,183	\$	4,252	\$	35,967	\$	(831,216)	4.15%
Excess of Revenues Over (Under) Expenditures					\$	(32,099)			
Other Financing Sources (Uses)						-			
Transfer In									
Transfer Out					\$				
Total Other Financing Sources (Uses)						1,619,362			
Fund Balance - Beginning						1,019,302			
. and Datamer Depriming					\$	1,587,263			
Fund Balance - Ending									

	EXHIBIT 9

1	MINUTES OF MEETING
2	GRAND HAVEN
3	COMMUNITY DEVELOPMENT DISTRICT
4 5 6	The Workshop Meeting of the Board of Supervisors of the Grand Haven Community Development District was held on Thursday, October 5, 2023 at 9:03 a.m. in the Grand Haven Room, at the Grand 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 11 12 13 14	Kevin FoleyBoard Supervisor, ChairmanJohn PolizziBoard Supervisor, Vice ChairmanDr. Merrill Stass-IsernBoard Supervisor, Assistant SecretaryMichael FlanaganBoard Supervisor, Assistant SecretaryNancy CrouchBoard Supervisor, Assistant Secretary
15	Also present were:
16 17 18	David McInnes District Manager, Vesta District Services Barry Kloptosky Operations Manager Vanessa Stepniak Office Manager
19 20	The following is a summary of the discussions and actions taken at the October 5, 2023 Grand Haven CDD Board of Supervisors Workshop Meeting.
21	SECOND ORDER OF BUSINESS – Pledge of Allegiance
22	The Pledge of Allegiance was recited.
23 24	THIRD ORDER OF BUSINESS – Audience Comments – (limited up to 3 minutes per individual for agenda items)
25 26	Mr. Foley and Mr. Polizzi spoke in remembrance of Ray Smith, who was a former member of the CDD Board and the Master Association for years who had recently passed.
27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42	Mr. Foley stated, "I would like to take one minute of our time and read something that's important that some of you may not know. I want to remember a friend of the Board, that many of you, and many of us knew. His name was Ray Smith. Ray passed away a few weeks ago after quite a long illness. Some don't know it, but Ray was a member of the Grand Haven Master Association, way back in the mid, early 90s, 2005, 2006, 2007, that kind of timeframe. And he was there for years before he came on to the CDD Board where he served for eight years. So Ray was a really good friend to me when I first got on the Board, and for a lot of reasons he was about the only friend I had on the board. Ray, as a lot of you may remember, was an independent thinker. He was always thoughtful. I'll never forget the day that we were having the debate over the 10-foot fence around the tennis courts, he had brought in this 15-foot stick that he had taped together with duct tape (he claimed it was 10 feet but it had to be at least 15!) just to demonstrate what the effect was going to be of putting that fence up higher. That's a long story that I won't go into, but it's kind of funny. And you know, he was always dead-on with his remarks, and it always reflected his wisdom. He wasn't the first guy to speak in the meetings but he was often the last guy. Real contributor to our community, and he is missed. I'm sure that this Board, I don't think it's a stretch to say that this Board would extend its condolences to his wife, Joy, and the rest of his family."

Mr. Polizzi stated, "I had the opportunity to work with Ray. It really all came to a head back after Hurricane Irma a few years back when we had a bunch of flooding throughout the community. And

 Grand Haven CDD October 5, 2023

Workshop Meeting Page 2 of 4

we had some areas in Wild Oaks that had some severe flooding. And like Kevin said, I think the big asset Ray brought was, he was an independent thinker. He didn't fall into "well, this is the way we've always done it", that type of mindset, because we needed some different thoughts and we needed some different actions. And he was a great asset to us. And a lot of people don't know him because he hasn't been on the Board a few years, but we're missing him and I'll miss him because he was a person who either called me or I called him and we'd be able to talk about something. So I agree with wishing our condolences from the Board to his family."

The Board expressed condolences and observed a moment of silence.

Audience comments were heard regarding the need for expanding facilities for dogs, reports of worsening hog activity, and high usage of the pickleball courts. Discussion ensued among the Board regarding instructors on the sports courts and the liability and amenity rules involved.

FOURTH ORDER OF BUSINESS – Exhibit 1: Presentation of Proof of Publication(s)

FIFTH ORDER OF BUSINESS – Discussion Items

A. Pedestrian Gates

Mr. Kloptosky and the Board discussed the aspects of each entrance and costs of gates, fencing installation, and protective locks for each. Mr. Kloptosky additionally commented on security effectiveness. Following discussion, the Board opted to not take action at this time and retain the pedestrian gates on the matrix as an item to continue keeping in mind.

B. Exhibit 2: Re-Prioritization of Topics for FY 2024

Mr. McInnes and the Board discussed upcoming topics to be addressed in the fiscal year, with focus on the Café contract which was set to come up in July 2024. Mr. McInnes noted that the item for intersection visibility improvement had already been assigned to the office. Some suggestions were heard regarding the planned volume of amenity key cards, including possibly capping the number and/or increasing fees. Additional comments were made regarding expansion of perimeter fencing and solutions for the wild hog issues, mitigating vehicle tailgating at entry points, building expansion. Supervisors noted that they felt the oak tree management item needed to be a priority for the fiscal year.

(The Board recessed the meeting at 11:30 a.m. and reconvened at 11:45 a.m.)

C. Exhibit 3: Bank United Line of Credit Proposal

Mr. Foley discussed the term sheet provided by Bank United as well as his negotiations with the lender, noting that they were willing to do an unsecured line with no collateral. It was noted that some legal fees would be incurred as Counsel was being asked to provide an opinion. Mr. Foley stated that the offer was for a \$750,000, 2-year line of credit, and discussed rates and drivers with the Board. The Board additionally discussed possible uses for the line of credit, centering around possible reductions to assessments, improving disaster funding, and expanding working capital to various degrees.

D. Exhibit 4: Proposed Staffing Organizational Structure

Ms. Stepniak presented a slideshow with the proposed updates to the organizational structure, with descriptions of new roles being created, particularly highlighting the scope and intended focus of the Operations Supervisor role. Mr. McInnes provided additional insight on the cap to the compensation for three positions. Discussion ensued regarding the clarity and precision of the descriptions. Mr. Kloptosky additionally responded to Supervisor comments with some insight on conducting the performance review process for staff. The Board opted to place this item for further discussion at the October 19 regular meeting.

Grand Haven CDD October 5, 2023

Workshop Meeting Page 3 of 4

89 E. Upgrades to Gate Access Technology

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- 1. Exhibit 5: Remote Guard Kiosks
 - 2. Exhibit 6: Imaging Module

Ms. Stepniak explained that the president of Gate House Solutions had conducted a site visit and had provided proposals following a meeting regarding short and long-term goals, additionally commenting on a video provided that showcased the features. Following discussion among the Board regarding upgrading outdated technology and improving efficiency from the standpoints of the residents and security, the Board opted not to move forward with the specific proposals but to consider including the upgrades as part of the scope for a future RFP for security guard services.

- F. Review of Long-Term Capital Plan Presentation
 - 1. Exhibit 7: 10-Yr. General Fund (GF) & Special Reserve Fund (SRF) Overview
 - 2. Exhibit 8: 2-Pg. Overview of GF & SRF
- 3. Exhibit 9: GF FY2024-FY2033
 - 4. Exhibit 10: SRF Annual Summary
 - 5. Exhibit 11: SRF 10-Yr. Outlook

The Board discussed items on the Long-Term Plan. The Board opted to remove the Parking Lot expansion item from the long-term plan, following comments indicating that the Board had previously researched the matter and had decided in FY 2023 not to pursue an expansion project. Additional discussion ensued regarding the frequency of updating and re-evaluating the Long-Term Plan.

SIXTH ORDER OF BUSINESS – Audience Comments – (limited up to 3 minutes per individual for agenda items)

Mr. Flanagan thanked the Board and the community, and announced that he planned on resigning from the Board at the next regular meeting. Mr. Foley thanked Mr. Flanagan for his service to the CDD.

There were no additional comments.

SEVENTH ORDER OF BUSINESS - Next Meeting Quorum Check: October 19, 9:00 AM

All members of the Board stated that they would be able to attend the October 19 meeting in person, which would constitute a quorum.

EIGHTH ORDER OF BUSINESS – Action Items Review

- The action items were recorded as follows:
- District Counsel will report to the Board on his review and proposed fees associated with the Bank United line of credit proposal
 - The Operations Manager will provide the video concerning call boxes to the District Manager, who will distribute the link to the Board of Supervisors.
- District Counsel and Operations Manager will begin the process of reviewing the documents needed to prepare an RFP for security guard services, including upgraded equipment in the scope of the proposal.

Grand Haven CDD October 5, 2023
Workshop Meeting Page 4 of 4

129	NINTH ORDER OF BUSINESS – Adjournment					
130 131	The Board adjourned the meeting, at 1:50 p.m., for the Grand Haven Community Development District.					
132 133 134	*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.					
135 136	Meeting minutes were approved at a meeting by weeting held on <u>December 7, 2023.</u>	rote of the Board of Supervisors at a publicly noticed				
137						
	Signature	Signature				
	Printed Name	Printed Name				
138	Title: □ Secretary □ Assistant Secretary	Title: □ Chairman □ Vice Chairman				

EXHIBIT 10

1	MINU	UTES OF MEETING		
2		GRAND HAVEN		
3	COMMUNITY	DEVELOPMENT DISTRICT		
4 5 6	· · · · · · · · · · · · · · · · · · ·	of Supervisors of the Grand Haven Community Development 2023 at 9:01 a.m. in the Grand Haven Room, at the Grand way, Palm Coast, Florida 32137.		
7	FIRST ORDER OF BUSINESS - Call to O	Order/Roll Call		
8	Mr. McInnes called the meeting to or	der and conducted roll call.		
9	Present and constituting a quorum were:			
10 11 12 13 14 15 16	Kevin Foley John Polizzi Dr. Merrill Stass-Isern Nancy Crouch Michael Flanagan Also present were:	Board Supervisor, Chairman Board Supervisor, Vice Chairman Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary		
17 18 19 20 21 22 23 24	David McInnes Barry Jeskewich Scott Clark Barry Kloptosky Vanessa Stepniak John Lucansky Louise Leister	District Manager, Vesta District Services Vesta District Services District Counsel, Clark & Albaugh, LLP CDD Operations Manager CDD Office Manager Amenity Manager Arborist		
25 26 27		ons and actions taken at the October 19, 2023 Grand Haven gg. Audio for this meeting is available upon public records		
28	SECOND ORDER OF BUSINESS – Pledg	ge of Allegiance		
29	The Pledge of Allegiance was recited	1.		
30 31	THIRD ORDER OF BUSINESS – Audien agenda items)	ce Comments – (limited to 3 minutes per individual for non-		
32 33 34 35	running Move to Music exercise clas	s Beilman, a Grand Haven resident who had created the long- s that was regularly attended by other Grand Haven residents, in his honor to show appreciation for his continued contribution		
36 37 38 39	A resident requested for the Board to consider additional pickleball courts, commenting that the signup sheets for the pickleball classes were frequently full. The resident observed that some residents were now traveling out of the community to play, and suggested that increasing the number of courts would help keep the Grand Haven pickleball community sustained.			
40 41 42 43 44	Haven, and requested the Board to c resident noted that the league's team more courts would allow for increase	commissioner for the newly founded bocce league in Grand onsider two other bocce courts next to the existing ones. The s were currently full and had waiting lists, and suggested that d flexibility of scheduling. In response to Supervisor questions pecific scheduling for the league, the resident noted that bocce		

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

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

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

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

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

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

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

Mr. Foley withdrew his motion.

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

FOURTH ORDER OF BUSINESS – Landscape Maintenance RFP

- A. Exhibit 1: Presentation of Notice
- B. Exhibit 2: Presentation of Proposal Evaluation Criteria
- 81 C. Exhibit 3: Presentation of Summary of Proposals
- D. Exhibit 4: RFP Scorecard
- Mr. Clark provided an overview of the proposal scoring process, and the criteria for scoring that had been established.
- E. Brightview
- F. VerdeGo
- 6. Yellowstone

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

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

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

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

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

FIFTH ORDER OF BUSINESS – Staff Reports

- A. District Engineer: David Sowell
- The District Engineer was not present.
- B. Exhibit 5: Amenity Manager: John Lucansky

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

- C. Operations Manager: Barry Kloptosky
 - 1. Exhibit 6: Presentation of Capital Project Plan Tracker

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

2. Exhibit 7: Monthly Report

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

3. Exhibit 8: Consideration of New Staffing Organizational Structure

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

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- 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. D. Exhibit 9: District Counsel: Scott Clark 133 134 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. Additional discussion ensued regarding classification of public roads versus roads owned by the 136 CDD as a public entity. 137 E. District Manager: David McInnes 138 1. Exhibit 10: Meeting Matrix 139 2. Exhibit 11: Action Item Report 140 141 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. Mr. Foley suggested for Board members to send in their top priorities that decisions could 143 144 be made on. 145 3. Incident Report(s) Involving Resident(s) Mr. McInnes provided a summary of an incident involving the arborist. Comments were 146 heard from the Board suggesting clearer identification of employees. 147 148 (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 Meeting Held August 3, 2023 153 154 D. Exhibit 15: Consideration for Approval – The Minutes of the Board of Supervisors Regular 155 Meeting Held August 17, 2023 E. Exhibit 16: Consideration for Approval – The Minutes of the Board of Supervisors Workshop 156 157 Meeting Held September 7, 2023 On a MOTION by Mr. Foley, SECONDED by Mr. Polizzi, WITH ALL IN FAVOR, the Board approved 158 159 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.
 - On a MOTION by Mr. Flanagan, SECONDED by Mr. Foley, WITH ALL IN FAVOR, the Board adopted **Resolution 2024-01**, Amending Post Orders for the Grand Haven Community Development District.

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

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

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

EIGHTH ORDER OF BUSINESS – Discussion Items

A. Operations Manager Ability to Hire Hog Trapper

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

NINTH ORDER OF BUSINESS – Supervisors' Requests

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

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

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

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

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

	heard noting that landscapers were behind or	n the trimming schedule due to weather, but safety					
	issues should be reported and immediately add	dressed.					
	Mr. Flanagan announced his resignation from	Seat #4 of the Board of Supervisors at 12:37 p.m.					
	Mr. McInnes outlined the process for making that appointees needed to be US citizens resid	nominations to fill the vacancy on the Board, noting ing in the District and registered voters.					
TEN	NTH ORDER OF BUSINESS – Action Item Sur	mmary					
	Mr. McInnes provided a summary of action its	ems.					
•	The District Manager will receive an updated copy of the priorities of goals from the Chair to distribute to the Board for ranking.						
•	 The District Manager will arrange for an e-bla Board of Supervisors. 	st to be sent regarding the vacancy on Seat #4 of the					
	of hog activity for presentation at the Janua meeting matrix, presentation of Café renov	ting matrix, and the Board agreed to add a summary ry meeting, general discussion of amenities to the ration drawings to the December meeting, and a for topic rankings for the remainder of FY 2024.					
ELE	EVENTH ORDER OF BUSINESS – Next Meet	ing Quorum Check: November 2, 9:00 AM					
	All Board members present stated that they plin person, which would constitute a quorum.	anned on attending the next meeting on November 2					
	Prior to the meeting's adjournment, Mr. Foley	thanked Mr. Flanagan for his service to the Board.					
TW	ELFTH ORDER OF BUSINESS – Adjournme	nt					
adjo	Mr. McInnes asked for final questions, compourn the meeting. There being none, Mr. Polizzi ma	ments, or corrections before requesting a motion to ade a motion to adjourn the meeting.					
	a MOTION by Mr. Polizzi, SECONDED by Ms. C meeting, at 12:45 p.m., for the Grand Haven Com	rouch, WITH ALL IN FAVOR, the Board adjourned nunity Development District.					
at th		e by the Board with respect to any matter considered re that a verbatim record of the proceedings is made, appeal is to be based.					
Mee		e of the Board of Supervisors at a publicly noticed					
Sign	nature	Signature					
— Prin	nted Name	Printed Name					
Title:	: □ Secretary □ Assistant Secretary	Title: □ Chairman □ Vice Chairman					

EXHIBIT 11

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 7th DAY OF DECEMBER, 2023.

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT CHAIRMAN / VICE CHAIRMAN

ATTEST:	
SECRETARY / ASSISTANT SECRETARY	

EXHIBIT 12

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 DPFG 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^{TH} DAY OF DECEMBER, 2023.

ATTEST:	GRAND HAVEN COMMUNITY
	DEVELOPMENT DISTRICT
SECRETARY/ASST. SECRETARY	CHAIRMAN/VICE CHAIRMAN

EXHIBIT 13

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. <u>Bill of Sale:</u> 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. <u>Terms:</u> 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. <u>Indemnification:</u> 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. <u>Covenants Running with the Land:</u> 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. <u>Compliance with Laws:</u> 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. <u>Venue:</u> 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. <u>Amendments/Termination:</u> 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. <u>Litigation:</u> 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 an	y damages	otherwise of	due, their	reasonable	attorney's	fees,	expert	fees	and	costs
incurred in su	ch litigation	at both the	trial and	appellate lev	els.					

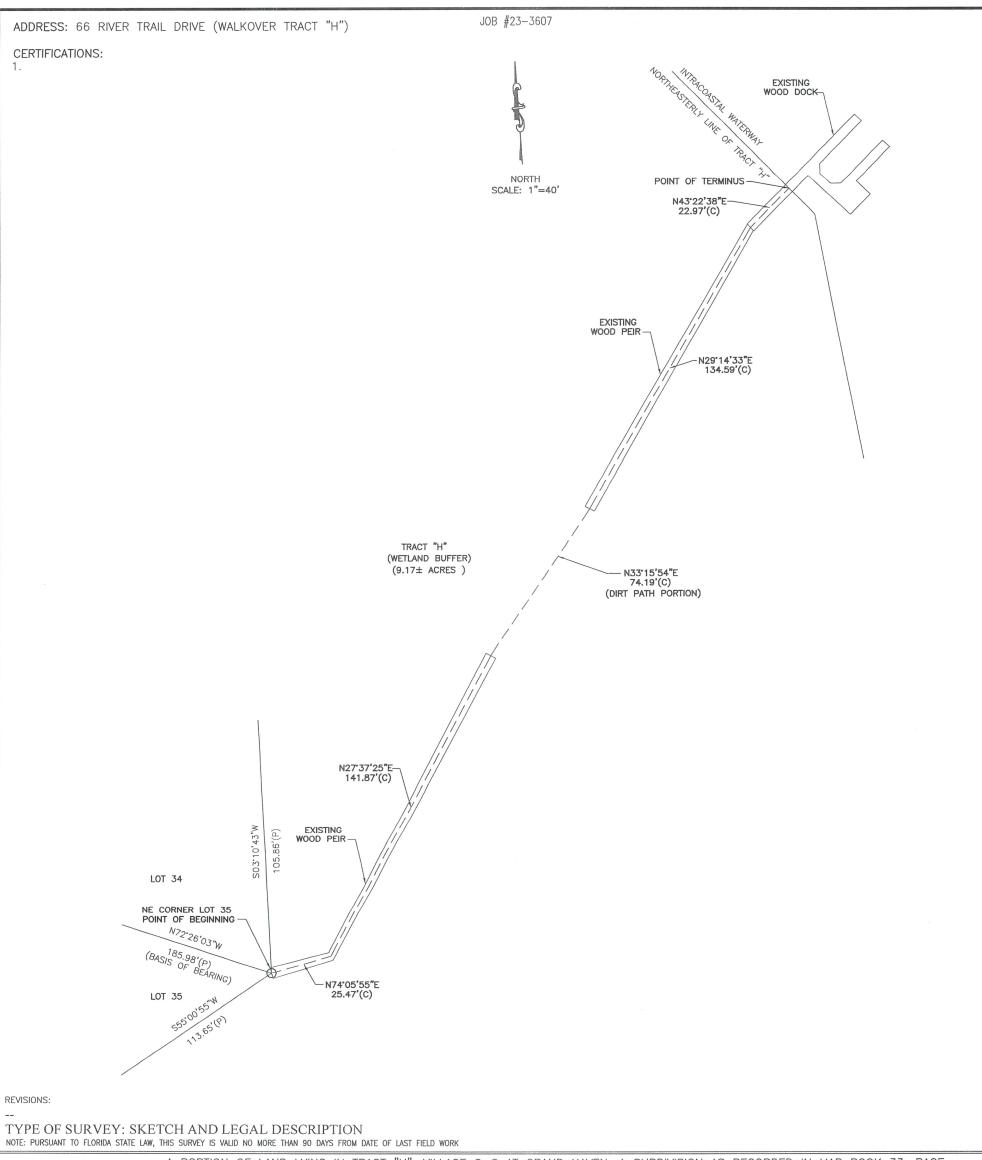
10.	Entire Agreemer	ıt: This Dec	laration con	stitutes	the enti	re ag	reement bet	wee	n the
Declarant and	the Owner with	respect to 1	the subject	matter	hereof	and	supersedes	all	prior
agreements an	d understandings,	oral or writte	en, between	them w	ith resp	ect tl	nereto.		

Ι	N WITNESS	WHEREOF, th	e parties	have	hereunto	set their	hands a	nd 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	
online notarization, personally appeared	as District Manager of trict, the governmental entity whose name the se/she acknowledged executing the same for such ty duly vested in them by said entity and that they ntification.
Witness my hand and official seal in the, 2023.	e County and State last aforesaid this day of
	Notary Public

	TYLA G. CRAWFORD
Printed Name:	_ 1221 00 012111 0122
(Witness as to Crawford)	-
Printed Name:	_
(Witness as to Crawford)	-
STATE OF FLORIDA	
COUNTY OF FLAGLER	
online notarization TYLA G. CRAWFORD,	me, appeared via physical presence or known to me to be the person who executed the ged executing the same freely and voluntarily and as identification.
online notarization TYLA G. CRAWFORD, foregoing instrument, and that she acknowled that she provided	known to me to be the person who executed the ged executing the same freely and voluntarily an

	EDWARD PEKARSKY
Printed Name:	
(Witness as to Pekarsky)	
Printed Name:	ALINA PEKARSKY
(Witness as to Pekarsky)	_
nline notarization EDWARD PEKARSKY	re me, appeared via physical presence or and ALINA PEKARSKY, known to me to be the
reely and voluntarily and that she provided _	ent, and that they acknowledged executing the same as identification.
Witness my hand and official seal in	the County and State last aforesaid this day of



DESCRIPTION:

Foundation

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.

Deed Bearing & Distance Plat Bearing & Distance LEGEND: Point of Tangency Point of Intersection A/C EQP PEP Air Conditioner Pad Pool Equipment Pad Pretreatment Effluent NOTES: 1/2" Iron Rod set "LB7672" 5/8" Iron Rod found 1/2" Iron Pipe Utility Easement
Drainage Easement
Landscape Easement
National Geodetic Vertical Datum O IR (M) (C) C/L E/P E/R Measured Bearing & Distance UNDERGROUND IMPROVEMENTS AND UTILITIES NOT LOCATED.
BEARINGS REFER TO PLAT DATUM AND TO THE PROPERTY LINE DIVIDING LOTS Calculated Bearing & Distance Pumping Tank Overhead Electric Center Line O N/D
N/D
PCP
CM P/P - Power Pole Manhole Telephone Riser Cable Television Riser 34 & 35 AS BEING N72'26'03"W. д⊖⊗р Nail and Disk set "LB7672" Edge of Pavement Edge of Road NO SEARCH FOR ENCUMBERING INSTRUMENTS WAS MADE BY SURVEYOR. ERROR OF CLOSURE MEETS OR EXCEEDS 1:7500 FEET. N.A.V.D. North American Vertical Datum Mean Sea Level Nail and Disk found Permanent Control Point MSL R/W Right of Way Bench Mark B.M. CM CM PRM Concrete Monument set Bench Mark
Temporary Bench Mark
Top Of Bank
TOE of slope
Finish Floor, Elevation
Invert T.B.M. TOB Concrete Monument found Permanent Reference Monument Fiber Optic Riser Radius Radius
Length
Chord Bearing
Chord Distance
Point of Curvature
Point of Reverse Curvature Water Meter FND LB LS PSM TOE F.F. Flectric Meter CB **EXHIBIT "A"** Licensed Business INV. Invert
C.B.S. Concrete Block & Stucco
Conc. Concrete Licensed Surveyor Professional Surveyor & Mapper 0.R. Official Records Book Vinyl Fence Chain Link Fence Non-Radial Curve

PREPARED FOR: ALINE PEKARSKY

66 RIVER TRAIL DRIVE PALM COAST, FL 32137



STEPHENSON, WILCOX

2729 E. Moody Blvd., Ste. 400 PO Box 186 Bunnell FL 32110 & ASSUCIATES, ING. CA#27726·LB#7672 Phone: 386.437.2363 · Email: info.swa@gmail.com

CIVIL ENGINEERS . LAND SURVEYORS . CONSULTANTS . PLANNERS

hereby certify that the survey represented hereon meets or exceeds the minimum standards established ursuant to Section 472:027, Floride Statutes, and adopted in Chapter 5J—17 Florida Administrative Code. SURVEY TYPE: FIELD DATE OFFICE DATE JOB NO. BY: Sketch & Legal 00/00/00 10/11/23 23-3607 HAW Site Plan 10-11-673 Formboard

1 of 1

Final \\Mycloudpr4100\swa-01\CAD SERVER 2014NOV12\SWA\Cad Server\sdsk projects\0000-Flagler\000-PLATS\VillageG-2\LOT 35_WALKOVER TRACT_H_.dwg SHEET

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.

> 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 APL, 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.

Book: 1077 Page: 107

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. <u>Terms:</u> 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.

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3. <u>Indemnification</u>: 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. <u>Assignment</u>: 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. <u>Covenants Running With The Land</u>: 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. <u>Compliance With Laws</u>: 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. <u>Venue</u>: 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. <u>Amendments/Termination</u>: 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. <u>Litigation</u>: 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.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 22April , 2004. sealed & delivered in the presence of: GRAND HAVEN DEVELOPERS, LLC a Delaware Limited Liability Company BY: LANDMAR GROUP, LLC, a Delaware Limited Liability Company, its (Witness to Declarant) sole member BY: LANDMAR MANAGEMENT, PRINTED NAME: Sco75 INC., a Delaware Corporation its (Witness to Declarant) Manager By:

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 day of day of 2004.

PATRICIA C. GIACCONE
Notary Public - State of Florida
My Commission Expires Jan 28, 2007
Commission # DD180699
Bonded By National Notary Assn.

Notary Public
My Commission Expires:

JAMES T. CULLIS Vice President

Book: Page: Signed, sealed & delivered in the present of: STATE OF New Jersey COUNTY OF Belger 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 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 Dil , 2004.

Notary Public

My Commission Expires:

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NOTARY

My Commi DOLORES BERGER NOTARY PUBLIC OF NEW Occumen,

F:\Karolyn\Mike\Grand Haven\bill of sale.lot 35.wpd

EXHIBIT 14

Hog Management Policies

Chair Foley:

- 1) It is the intention of the board to allow and encourage management to take all reasonable steps, in its discretion, to minimize damage caused by wild hogs on CDD property. Further to this, time is often of the essence, so requesting board approval for measures (including hiring, contracting or purchasing) is not needed. Normal reporting on activity to minimize hog damage is requested, after the fact, at regular meetings or workshops.
- No shooting inside the gates but only trapping as deemed appropriate by management (DM, OM, OS and counsel)
- 3) Trappers inside the gates or otherwise on CDD property will be governed by an agreement drawn by counsel and shall provide reasonable management desired levels of licensing and insurance. Compensation to trappers?
- 4) OM will maintain a cooperative relationship with the Flagler County natural resources manager such that hunters on county property may operate near GH property in an effort to deter wild hogs from entering and damaging CDD property.
- 5) It is understood that the CDD may take all reasonable measures to protect CDD property from hog damage but not private property.
- 6) The CDD does not intend to build fences around any property
- 7) Management will repair damaged CDD property as it is reasonably determined by management.
- 8) Policy for communications with county and city??
- 9) Alliances with other communities?

Dr. Merrill:

Ultimately I believe the solution will be barriers/fencing. I believe we have been thinking of fencing in correctly. We do need the help of the city with parts of the fencing but not all. We need to continue arguing our case with the city. All of the fencing does not need to be done at one time nor should it. Some fencing is already in place and needs nothing else. The areas where hogs are entering should be addressed first. We should consider assessing the villages that receive fencing instead of the CDD absorbing it all. Maybe it could be a percentage to the village and a percentage to the CDD. There are options. The hog issue will be ongoing with all the new construction.

Supervisor Crouch:

I think we could take this issue of hog management up the ladder so to speak and reach out to our state officials Senator Hutson and Rep Paul Renner.

I do worry about too many hunters in close proximity to homes. More trappers might be the easiest solution.

EXHIBIT 15

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. <u>Recitals</u>. 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. <u>Permitted Use</u>. Licensee shall be allowed to use the Premises solely for the purpose of trapping and removing alive nuisance feral hogs from the Premises.
- 3. <u>Time of Use</u>. 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. <u>Term of Agreement</u>. 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. <u>No Representations by Licensor.</u> 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. <u>Indemnity</u>. 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. <u>Right of Licensor to Enter</u>. 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. <u>Default/Termination</u>. 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. <u>Notices</u>. 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. <u>No Agent</u>. 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. <u>Hazardous Waste and Materials</u>. 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. <u>Assignability</u>. 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. <u>Improvements to the Premises</u>. 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. <u>Assumption of Risk.</u> 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. <u>Attorneys' Fees</u>. 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. <u>Miscellaneous</u>. 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. <u>Contingencies</u>. 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.

	AND HAVEN COMMUNITY ELOPMENT DISTRICT
By:	Name: Title:
BRI	AN TAYLOR

EXHIBIT 16

4	Α	В	С	D	E		G	Н		J
١		Ranking by				Additional Questions and				Expected Completio
	Topics	Supervisor	Workshop Month	Initial Decision Questions and Comments	-	Comments		Quick Hits	Follow Up Needed by Whom	Date
l					-					
ł	11	F-1 Ha	N 22	100-4	-			Barry to have contracting authority and		(20
4	Hog management policies	Foley: #1 Crouch: #2	Nov. 23	What are the things we will do? Maintain relationship with county natural resources	-			BK to work with Scott for parameters	Mike L to visit with board. Vanessa?	Jan. 24
4		Polizzi: #1		Hire trappers for CDD property protection	-			BK to work with Scott for parameters	Wike L to visit with board. Vanessar	
4		PO11221. #1		Repair/replace damaged CDD turf	-	1				
4				Resident/board visit to county commision	-					
۲				Residently board visit to county commission	-					
0 L 2 3 1	Café Renovation	Ealow #2	Dec. 23	Expansion?	-				Est. completion date and downtime est.	Barry to present Dec.
H	Cale Reliovation	Foley: #2 Dr. Merrill: #1	Dec. 23	Expansions	-				Est. completion date and downtime est.	Barry to present Dec.
1		Crouch: #1								
]										
Ц					-					
1	Ponds and Pond Bank Mgmt	Foley: #3	Dec. 23	Board needs to determine direction						June. 24
		Crouch: #3		Does the board want to take over control of the banks?						
1		Polizzi: #2		What are the ways to enforce current best practice?	-					
1				Who is the lead on this?						
Ц					-					
1	Parking	Foley: #4	Jan. 23	Add new parking or manage VC events, GC shuttle	-					Feb. 24
1				Should residents have to return home because they can't						
1			-	park?	-					
1					-					
			1		-					
	Amenity mgmt brought in-house	Foley: #5	Feb. 23	Need to solve for café first	-					Mar. 24
				Barry and Vanessa can estimate cost of amenity mgmt	-					
1				excluding the café.	-					
4					-					
]					-					
ı	Vesta participation in café renovation									
Ц	cost. Ongoing participation in other	Foley: #6	Mar. 24	Cash injection					Probable multi workshop discussion	May. 24
1									One board member to lead and write report	
1	costs.			Revenue share	-				for current and future boards.	
Ц					-					
4	Oak Tree Mgmt	Foley: #7	Nov. 23	What are the alternatives to reduce cost (increases) and	-				Louise to now take lead from Kevin	Find out 11/15
Ц		Dr. Merrill: #2		treat the trees better?	-				Need a written report from UF	***************************************
D L 2 3 4 5 7					-					
4					-					
4	Amenity Expansion	Foley: #8	June. 24	Dog Park, Bocce courts, croquet lights, pickleball, GHR					Needs to be considered together with other	June. 24
4		Dr. Merrill: #3		expansion, landscaping, other building expansion (fitness	-	Comments by Crouch: Instead of			large outlays ie oak tree mgmt, gate access	
В				center)		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.	
J										
1	Bank Line of Credit	Foley: #9		How much do we take out of WC fund balance and					Need bank commitment first	Jan. 24
ļ				where do we re-allocate it?	<u> </u>					
					-					
١	Possible Discussion/Decisi	on Topics								
1	Golf Club Shed on CDD property	1	1							
1										
1			1							
1										
1	Golf Club Shed on CDD property			Scott to offer alternatives to the board	1					Feb. 24
	nursing on one property			The state of the s						
1	Gate Access Tech			Get 3/4 bids with alternatives	-				Vanessa to lead. What is the ball park	Feb. 24
ı				Choose one and install 2025					cost?	· · · · · · · · · · · · · · · · · · ·
1			1							
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1			1		-					
1					i					
1					-					
	Wehsite	Polizzi: #3		Dr. Merrill leading						Dec 23
	Website	Polizzi:#3		Dr. Merrill leading Up and running by end of year?						Dec. 23
	Website	Polizzi: #3		Dr. Merrill leading Up and running by end of year? Should we have scheduled periodic reviews?						Dec. 23

FY 2024 Priorities—Additional Comments

Dr. Merrill:

Ponds

Our ponds are a double edged sword. They remain an important environmental feature of GH but the maintenance is costly for the CDD and many residents misunderstand their obligations when theirs yards include a pond bank. Best practices are not followed by some residents and lawn maintenance companies.

The topics of GH ponds was once studied by UF extension. I think it would be appropriate to restudy our ponds. Once we have identified the problems we need to realign with the MA as to what are the "Best Practices Guielines" and how will this be enforced and by who.

Security and our Gates

Some piece of this topic comes up at almost every meeting with no or partial resolution. We need to prioritize what we need and consider a phased in approach. When our RFP goes out for our security company it needs to include the company's thoughts on our deficiencies and how to solve them.

Cafe

As soon as possible after our presentation in January we need to decide the extend of our renovation (more seating space or not) and we need to understand the phased approach so we can minimize the down time of the kitchen. I would like to see stats from Vesta on meals served / and nights of capacity seating to see if we can justify expanding. As expansion would likely benefit Vesta should we ask them to collaborate this expansion with us