



**Community
Development District**

June 16, 2022

**Regular Meeting
Agenda**



OFFICE OF THE DISTRICT MANAGER
250 International Parkway, Suite 208 • Lake Mary, Florida 32746
Phone: (321) 263-0132 • Toll-free: (877) 276-0889

June 9, 2022

ATTENDEES:

Meetings/Workshops are now held in person. During public comments, please state your name and address.

Residents may view via Zoom using the information below:

Link:

<https://vestapropertyservices.zoom.us/j/7055714830?pwd=dUFTN091cjVHZzluYUN0blEwUUUydz09>

Meeting ID: 7055714830

District Website: <https://www.grandhavencdd.org/>

Board of Supervisors
Grand Haven Community Development District

Dear Board Members:

The Board of Supervisors of the Grand Haven Community Development District will hold a Regular Meeting on Thursday, June 16, 2022, at 9:00 a.m., in the Grand Haven Room, at the Grand Haven Village Center, located at 2001 Waterside Parkway, Palm Coast, Florida 32137.

- I. Call to Order/ Roll Call**
- II. Pledge of Allegiance**
- III. Audience Comments** – *(For non-agenda items-limited up to 3 minutes per individual)*
- IV. Staff Reports**
 - A. Amenity Manager: John Lucansky
 - B. District Engineer: David Sowell
 - C. Operations Manager: Barry Kloptosky
 - 1. Presentation of Capital Project Plan Tracker
 - 2. Monthly Report

[Exhibit 1](#)

[Exhibit 2](#)

[Exhibit 3](#)



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IV. Staff Reports – continued

D. District Counsel: Scott Clark

1. Monthly Report [Exhibit 4](#)
2. Presentation of Memo Regarding Access to Community – *To Be Distributed*
3. Presentation of Memo Regarding Supervisor Conduct & Other Precautions During Election Period [Exhibit 5](#)

E. District Manager: David McInnes

1. Meeting Matrix [Exhibit 6](#)
2. Action Item Report [Exhibit 7](#)

V. Consent Agenda Items

- A. Consideration for Acceptance – The May 2022 Unaudited Financial Report [Exhibit 8](#)
- B. Consideration for Approval – The Minutes of the Board of Supervisors Workshop Meeting Held May 5, 2022 [Exhibit 9](#)
- C. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held May 19, 2022 [Exhibit 10](#)

VI. Business Items

- A. Consideration of Updates to Rules, Policies, & Fees for All Amenity Facilities [Exhibit 11](#)
- B. Presentation & Consideration of District Engineer Proposals
 1. District Engineer RFQ for Reference [Exhibit 12](#)
 2. Evaluation Criteria [Exhibit 13](#)
 3. Kimley-Horn [Exhibit 14](#)
 4. Matthews Design Group [Exhibit 15](#)
- C. Consideration of Resident Survey
 1. Draft Survey [Exhibit 16](#)
 2. Selection of Vendor [Exhibit 17](#)
 3. District Counsel's Role
 4. District Manager's & District Staff's Roles
 5. Miscellaneous/Outstanding Issues



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VII. Supervisors Requests

VIII. Action Item Summary

IX. Next Meeting Quorum Check: July 21st, 9:00 AM

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

X. Adjournment

Should you have any questions regarding the agenda, please email me at dmcinnes@dpgmc.com.

Sincerely,

David McInnes

David McInnes
District
Manager

EXHIBIT 1



Monthly Amenity Update

Date of report: 6-6-2022

Submitted by John Lucansky

Supervisors,

May was a busy month again with the amenity staff issuing over 200 guest passes. Residents can get pool passes Monday-Friday from 8am-4pm in the Amenity office and from 4pm-8pm from any facilitator. Saturday and Sundays passes are available from 8am -8pm from the facilitator. This includes each amenity location. An eblast was sent out informing residents.

The Memorial Day ceremony was a huge success this year. Over 200 hundred residents attending. The ceremony lasted 35 minutes with coffee, orange juice, and doughnuts were offered afterwards.

June is bringing in the summer rush. We have noticed an increase in pool usage at both amenity locations.

The Tiki hut reopening was held June 4th and 5th and was well patronized. It will continue to be open 11am -7pm Saturdays and Sundays through the end of July. A pool side menu, full bar, including beer, wine, specialty drinks, along with soft drinks. Cash and credit/cards will be accepted. The only time it will not be open on those days is if someone rents out the pool area for a private party.

Resident appreciation day is scheduled for July 4th. Cost will be \$5.00 per person. Tickets can be purchased 2 weeks prior and residents must present their ticket to receive food. A fabulous buffet will be offered, including garden salad, pasta salad, potato, and 3 bean salads, Rib Roast, Peel and Eat Shrimp, Cheeseburgers, Sausages with peppers and onions, wings with assorted sauces, and finally Chef Stephen's famous chocolate chip cookies. Flier and eblast scheduled to go out June 13th.

Once the Pickleball shade structures are in place a grand opening ceremony will commence followed by a Pickleball festival, that includes pickleball games and BBQ cookout.

Croquet will also have a grand opening once those structures are in place. I will coordinate the event with the Croquet President.

If you have any questions, feel free to give me a call.

John

Croquet

National Croquet Day was held on June 4th. Special thanks for the Croquet Club for having a great event and then ringing in the Tiki Hut opening.



Tennis

A tennis committee has been re-established. Four residents from different tennis groups have volunteered and quarterly meetings will begin in July.

The tennis ball recycle program along with many other items will be discussed. Results/recommendations will be posted in the next report

We continue to monitor the survey and questionnaires

Café and Amenities surveys/questionnaires

I review the results and feedback weekly; this ensures the amenities and cafe stay up to the excellent standard we expect



Recent results from the Café satisfaction survey as of 6-6-2022

Café Survey Comments/Solutions

Resident suggestions: Three residents suggested we extend our operating hours

Café Solutions: The café extended our hours from 8pm to 9pm hours Monday Thru Saturday

Resident suggestions: Two residents suggested we add more café staff

Café Solutions: We hired two servers and a food runner

Resident suggestions: Five residents suggested we add different wine selections

Café Solutions: We added White Haven, Juggernaut, Clos du Bois , Wine Zinfandel, and a Moscato

Café Events

1. Trivia Night every 3rd Wednesday of each month, 6:00-7:30 in the Waterside Café
 - a. *Inside and outside seating available*
 - b. Prizes are Café gift cards for 1st, 2nd, and 3rd place.
 - c. No charge for the residents
 - d. Four dinner specials are available to trivia contestants. The full menu and specials are available for residents dining.
2. Bingo
 - a. Every 4th Tuesday of the month, 4-6pm in the Grand Haven room
 - b. 100 reservations max

Programs/Fitness Classes:

We continually strive to bring a wide variety and all resident requested classes/programs to Grand Haven.

Updated weekly schedules for both Creekside and Village center are available at the Village Center office, schedules are also posted on the website and bulletin boards at each Amenity center. We also offer hard copies for the residents to take home. These are updated weekly to reflect all CDD and HOA meetings, Rentals, CERT meeting days/times, and any other closures for renovations.

CREEKSIDE ACTIVITIES JUNE 2022

TIME	MON 6-6	TUES 6-7	WED 6-8	THURS 6-9	FRI 6-10	SAT 6-11	SUN 6-12
8:00-9:00							
9:00-10:00	Yoga 9:30-11:00						
10:00-11:00				Yoga 10:00-11:30			
11:00-12:00	Creekside Room Closed for Maintenance					Creekside Pool & Tiki Hut Closed for Private Party	Tiki Hut Open 11:00-7:00
12:00-1:00	Creekside Room Closed for Maintenance					Creekside Pool & Tiki Hut Closed for Private Party	Tiki Hut Open 11:00-7:00
1:00-2:00	Creekside Room Closed for Maintenance	Mahjong 1:00-4:00 (Private Group) 3 Tables	Mexican Train 1:00-4:00 4 Tables	Mahjong 1:00-4:00 (Private Group) 4 Tables/Pads	Canasta/ Rummikub 1:00-4:00 (Private Group) 6 Tables	Creekside Pool & Tiki Hut Closed for Private Party	Tiki Hut Open 11:00-7:00
2:00-3:00	Creekside Room Closed for Maintenance				Book Club 2:00-4:00	Creekside Pool & Tiki Hut Closed for Private Party	Hearts 2:00-4:00
3:00-4:00	Creekside Room				(Private Group)	Creekside Pool & Tiki Hut Closed for Private Party	(Private Group) 3 Tables/Pads
4:00-5:00	Closed for Maintenance					Creekside Pool & Tiki Hut Closed for Private Party	Tiki Hut Open 11:00-7:00
5:00-6:00	Creekside Room						Tiki Hut Open 11:00-7:00
6:00-7:00	Closed for Maintenance						Tiki Hut Open 11:00-7:00
7:00-8:00	Creekside Room Closed for Maintenance						

GRAND HAVEN ROOM ACTIVITIES JUNE 2021

TIME	MON 6-6	TUES 6-7	WED 6-8	THUR 6-9	FRI 6-10	SAT 6-11	SUN 6-12
8:00-9:00	Ballet 7:50-8:50	Ballet 8:00-9:30	Ballet 7:50-8:50	Ballet 8:00-9:20	Kick Line 7:50-8:50		
9:00-10:00	Zumba 9:00-9:50		Move To Music 9:00-10:00	Zumba 9:30-10:20	Move to Music 9:00-9:50	Pilates 8:45-10:00	
10:00-11:00	Tai Chi 10:10-10:55	Table Tennis 10:00-12:00	Table Tennis 10:15-1:00	Podium, Shades Screen	Tai Chi 10:10-10:55	Zumba 10:10-11:00 Podium, Shades Screen	
11:00-12:00	Closed for Private Party			Table Tennis 10:30-12:30	Tai Chi 11:10-11:55		
12:00-1:00	11:00-6:00						
1:00-2:00	Closed for Private Party 11:00-6:00	Paula F's Group 1:00-4:00		Rummikub 1:00-4:00 (Private Group)	Open Play 1:00-4:00		
2:00-3:00	Closed for Private Party 11:00-6:00	(Private Group) 3 Tables/Pads	CERT Meeting 2:00-4:00	2 Tables			
3:00-4:00	Closed for Private Party 11:00-6:00		CERT Meeting 2:00-4:00				
4:00-5:00							
5:00-6:00	Closed for Private Party 11:00-6:00				Table Tennis 5:00-6:30 (Private Group)		
6:00-7:00			Table Tennis 6:00-8:00 (Private Group)				
7:00-8:00							

Amenity Facility Checklist Management

QR Code Readers: This process will allow for instantaneous reporting from the Facilitators to management for each amenity (tot lots, bocce courts, restrooms, pickleball courts, etc.) and provides electronic validation that the amenity location was checked at the stamped date and time. This will replace our current paper-based checklist process. The system uses QR codes that will be placed at each amenity (tennis, pickleball, basketball courts, restrooms, bocce, spas, pools, tot lots, croquet courts....)

1. The facilitator must go to each amenity and scan the codes, complete their inspection of relevant checklist items, their name, and write any comments needed (such as issues they could not immediately remedy).
2. The comments are immediately available to the amenity manager so that any issues can be resolved; any appropriate issues can be reported to the Operation Manager without delay.
3. *These amenity location checks will be done multiple times per day.*
4. *Major areas (restrooms, and high traffic areas) will be checked every 3 hours (5 times a day) and slower traffic areas every 6 hours (3 times a day)*
5. *Management will check reports once a week for all areas. Monthly reports will be given to the CDD board in the Amenity managers' report.*
6. Management will continue to spot check completed checklists and associated amenity locations to ensure quality is maintained and coaching is done as needed.

Pool Guest passes:

1. Over 825 **guest passes** have been issued by 6-6. All passes are numbered and registered by the resident, with a 2-week term limit.
2. **Over 200 guest passes issued in May alone**
3. Passes are logged and tracked at each amenity center.

Website Directory:

1. **857 registered** residents as of 6/6/2022.

CDD Revenues:

Tennis and ball machine rental monies are now taken by CDD office

EXHIBIT 2

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
FY2021/2022 CAPITAL IMPROVEMENT PLAN PROJECT TRACKER
6/8/2022**

Line	Type	Description	Location	Budgeted Cost	Approved Cost	Additional Change \$ (+/-)	Invoiced Amount	Comments/Notes	
1	E	Concrete Curbing Replacement Plan	Community Wide	100,000	137,952	37,952	56,990	Current round of repairs in progress	
2	C	Sidewalk Replacement Plan	Community Wide	50,000	15,207		15,207	Next round of repairs scheduled to begin in July 2022	
3	RES	Paving Project: The Crossings, Village Center South Parking Lot	Village Center	272,000	198,950	(73,050)	198,950	Project complete. Final inspection approved by engineer	
4	E	Village Center North-Parking Lot Expansion - 1x cost to construct	Village Center	250,000	-	-	-	Project currently on hold	
5	E	Phase 3 Bathroom Renovation	Village Center	150,000	212,700	62,700	121,700	Ladies' bathroom demolition in progress. Tile installation scheduled to begin 6/13/22	
6	E	Additional Trailer	Maintenance Equipment	5,000	4,696	(304)	4,696	Complete. Trailer in use	
7	E	Planned-Pool Heater Replacements (4)	Creekside/Village Center	45,000	25,940	(19,060)	25,940	4 units replaced at Village Center	
8	E	Planned-Street Light Replacement (10)	Community Wide	60,000	60,000			Priority list for FY 2022 complete. In the process of ordering materials	
9	E	High Speed Commercial Copier / Scanner / Printer-Replacement	Village Center	11,425	1,073	(10,352)	1,073	Printer delivered and installed at Village Center office	
10	E	Landscape Projects	Community Wide	100,000	27,451		27,451	In progress	
11	C	Firewise Projects	Community Wide	30,000	12,300		12,300	In progress. Waiting for permit approval from SJWMD	
12		Aeration Installation - Pond 37			10,888	10,888	5,444	Contract fully executed. Waiting for date of installation	
13		Pond Bank Reinforcement - Coquina			61,800	61,800	61,800	All 8 locations complete	
14		Crosswalk Safety Project			24,788	24,788	5,551	Parts/materials to be delivered 6/13/22. Concrete work scheduled to begin 7/5/22	
15			Total Capital Projects for FY 2022	1,073,425	768,957	70,574	537,102		
16									
17				FY2020/2021 Carryover Projects					
18	E	Croquet Court Expansion - Cost for Shade Canopies, etc.		20,000	15,500	(4,500)	15,500	Complete and open for resident use. Canopies on order	
19	E	Pickleball Expansion		30,000	35,020	5,020	35,020	Complete and open for resident use. Canopies on order	
20	RES	Rubber Tile Flooring - Creekside Fitness Center		8,600	8,600	(8,600)	-	-	
21	E	Phase 2 Village Center Bathroom Renovation			7,782	7,782	7,782	Remaining door jambs and trim completed	
22	C	Crossings Curb and Gutter Repair			84,547	84,547	84,547	Complete	
23			Total Carryover Projects from prior year	58,600	151,449	84,248.72	142,849		
24			GRAND HAVEN Total	1,132,025	920,406	154,822.65	679,951		

Type
C Critical
E Essential
R Request
RES Reserve Study

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

EXHIBIT 3



Operations Manager's Report – June 16th, 2022

- **CROSSWALK SAFETY PROJECT**
 - District Engineer has provided drawings for the traffic safety crosswalks at The Village Center and Creekside.
 - Parts and materials scheduled to be delivered 6/13/2022.
 - Proposals for concrete curb work and sidewalk installations have been signed.
 - Scheduled start date for concrete work 7/5/2022.
 - Staff has begun clearing area for new sidewalk at the Village Center.

- **SIDEWALK REPLACEMENT PLAN**
 - Contractor's proposal has been signed to repair multiple sidewalk deflections on Waterside Parkway.
 - Repairs to begin in July 2022.

- **CURB AND GUTTER REPAIRS**
 - Current list of repairs in progress.

- **POND BANK EROSION**
 - Eight of the most recent locations have currently been completed.

- **CDD OFFICE NETWORK/SECURITY UPGRADES**
 - Phase 1 upgrades nearing completion.
 - Phase 2 upgrades in progress.

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Grand Haven CDD
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[Return to Agenda](#)

GRAND HAVEN



COMMUNITY DEVELOPMENT DISTRICT

- **CONSTRUCTION OF TWO NEW PICKLEBALL COURTS AT VILLAGE CENTER**
 - Courts complete and open for resident use.
 - Canopies on order. Waiting for scheduled installation date.

- **CONSTRUCTION OF NEW CROQUET COURTS AT CREEKSIDE**
 - Courts complete and open for resident use.
 - Canopies on order. Waiting for scheduled installation date.

- **PHASE II VILLAGE CENTER BATHROOM RENOVATIONS**
 - Project has been completed with the exception of the 4 interior doors.
 - The doors had to be returned and reordered because they were incorrect.
 - Door trim and jambs have been installed.

- **PHASE III VILLAGE CENTER BATHROOM RENOVATIONS**
 - Ladies' bathroom demolition in progress.
 - Tile installation scheduled to begin Monday 6/13/2022.

- **POND 37 AERATION INSTALLATION**
 - The contract has been fully executed; the contractor will provide an installation date.
 - Installation of power source to the aeration equipment is in progress.

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[Return to Agenda](#)



- **ASPHALT REPAIRS AROUND MANHOLE COVERS**
 - Current repairs to include 7 locations in Wild Oaks and 2 locations on Osprey Circle.
 - Repairs currently in progress.

- **UNDERGROUND WIRING UPGRADES AT ALL 5 COMMUNITY ENTRANCE LOCATIONS**
 - Project complete.
 - Resulting in cost savings on monthly service invoices.

- **STORMWATER DRAINAGE CONCERNS**
 - Stormwater drainage issues have been identified on North Park Circle and North Waterview Drive.
 - Modifications to existing stormwater inlet have been completed.
 - This corrective action is expected to reduce the possibility of stormwater backup.
 - We are currently monitoring these locations.

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[Return to Agenda](#)

EXHIBIT 4

GRAND HAVEN MEETING ATTORNEY REPORT LIST (6/16/22)

1. Amenity Rule Draft

An updated draft of the rule changes is included in the agenda. This updates for the comments at the June workshop. We will be looking for the Board to authorize staff to notice the rule amendments for the August regular meeting.

2. Election Memorandum

Attached is a memorandum that addresses certain common questions associated with the election process.

3. Public Road Memorandum

This is being transmitted under separate cover.

EXHIBIT 5

MEMORANDUM

To: Grand Haven CDD Board
From: Clark & Albaugh, LLP
Date: June 16, 2022
Re: Grand Haven CDD – Election Guidance

On November 8, 2022, the general election will be held, and three seats for the Grand Haven CDD Board of Supervisors will be up for election. Historically, certain issues and questions have been raised in connection with the CDD election process. This memo is intended to recap and serve as a reminder regarding some of those issues. Of course, if other questions arise, we will address those as needed.

1. **The Sunshine Law and Candidates.** The Sunshine Law prohibits Supervisors from discussing CDD business with other Supervisors while not in a publicly noticed meeting. Questions have arisen in the past about whether candidates were similarly prohibited from talking CDD business with existing Supervisors. Simply put, a candidate is not subject to the Sunshine Law. Once an election occurs and the winning candidate becomes Supervisor-elect, the Sunshine Law applies, and the candidate should not have communications with Supervisors about CDD business. As in the past, there will be a “Candidate Forum” this year. The details of this have already been addressed to the Board. Because of the potential for a Sunshine Law implication, this event will be noticed as required by law.

2. **Election Conduct of Sitting Supervisors.** Supervisors are prohibited from using their position to influence an election. Conversely, Supervisors have the specific right to participate in any political campaign so long as they do not do so “while on duty.” Fla. Stat. §104.31 creates room for interpretation, and I have included a copy. It is difficult to define what “on duty” means in the context of a CDD Supervisor. It also can be tricky

when endorsing or working for another candidate to discern whether it is being done in an official or private capacity. Regarding this, some useful suggestions are to not campaign at or around a board meeting, to take great care about what would appear to be a campaign activity on CDD property and to carefully word an endorsement as being “in my private capacity.” For this and other reasons, no candidate should put any signage on CDD property. More about that follows.

3. **Campaign Signage**. For many of the reasons stated above, the CDD Board in 2016 and 2017 considered a rule which would, among other things, ban the placement of political signage on CDD property. We developed a memorandum on the topic, which is appended to this memo. The CDD ultimately adopted a sign rule that prohibits placement of any type of sign, including political and campaign signs, on CDD property. Of course, the rule would not apply to private property. In a prior year the Village Center was used as an election precinct, and the question was raised as to whether campaign signs could be placed nearby on the day of the election. Fla. Stat. §102.031 provides for signage or solicitation of voters at a voting precinct site under strict limitations. The Board determined that this provision would control on election day itself and subject to the distance and other limitations of the statute.

104.31 Political activities of state, county, and municipal officers and employees.—

(1) No officer or employee of the state, or of any county or municipality thereof, except as hereinafter exempted from provisions hereof, shall:

(a) Use his or her official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof.

(b) Directly or indirectly coerce or attempt to coerce, command, or advise any other officer or employee to pay, lend, or contribute any part of his or her salary, or any money, or anything else of value to any party, committee, organization, agency, or person for political purposes. Nothing in this paragraph or in any county or municipal charter or ordinance shall prohibit an employee from suggesting to another employee in a noncoercive manner that he or she may voluntarily contribute to a fund which is administered by a party, committee, organization, agency, person, labor union or other employee organization for political purposes.

(c) Directly or indirectly coerce or attempt to coerce, command, and advise any such officer or employee as to where he or she might purchase commodities or to interfere in any other way with the personal right of said officer or employee.

The provisions of this section shall not be construed so as to prevent any person from becoming a candidate for and actively campaigning for any elective office in this state. All such persons shall retain the right to vote as they may choose and to express their opinions on all political subjects and candidates. The provisions of paragraph (a) shall not be construed so as to limit the political activity in a general, special, primary, bond, referendum, or other election of any kind or nature, of elected officials or candidates for public office in the state or of any county or municipality thereof; and the provisions of paragraph (a) shall not be construed so as to limit the political activity in general or special elections of the officials appointed as the heads or directors of state administrative agencies, boards, commissions, or committees or of the members of state boards, commissions, or committees, whether they be salaried, nonsalaried, or reimbursed for expense. In the event of a dual capacity of any member of a state board, commission, or committee, any restrictive provisions applicable to either capacity shall apply. The provisions of paragraph (a) shall not be construed so as to limit the political activity in a general, special, primary, bond, referendum, or other election of any kind or nature of the Governor, the elected members of the Governor's Cabinet, or the members of the Legislature. The provisions of paragraphs (b) and (c) shall apply to all officers and employees of the state or of any county or municipality thereof, whether elected, appointed, or otherwise

employed, or whether the activity shall be in connection with a primary, general, special, bond, referendum, or other election of any kind or nature.

(2) An employee of the state or any political subdivision may not participate in any political campaign for an elective office while on duty.

(3) Any person violating the provisions of this section is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(4) Nothing contained in this section or in any county or municipal charter shall be deemed to prohibit any public employee from expressing his or her opinions on any candidate or issue or from participating in any political campaign during the employee's off-duty hours, so long as such activities are not in conflict with the provisions of subsection (1) or s. 110.233.

Memorandum

To: Grand Haven CDD Board

From: Clark & Albaugh, LLP

Date: August 18, 2016

Re: Grand Haven CDD – Rule to ban signage from public property

QUESTION PRESENTED

May the CDD enforce a rule banning political campaign signs from CDD-owned property within its jurisdiction?

SHORT ANSWER

The CDD may enforce a rule banning signs from CDD-owned property, provided that the rule: (1) does not regulate speech in ways that favor some viewpoints over others (i.e., the rule is a content-neutral ban on all signs); (2) furthers an important governmental interest, unrelated to the suppression of free speech, such as safety or preservation of the aesthetics of the community by avoiding visual clutter; (3) is narrowly tailored to serve the governmental interest; (4) does not affect an individual's right to exercise alternative modes of communication (such as the right to speak and distribute literature in the same place that posting of signs is prohibited); and (5) the property is not by tradition or designation a "public forum" for communication.

DISCUSSION

The state may deny access to all public property for posting political signs, as long as the ordinance regulating posting is applied uniformly and other public interests are considered. 104 Fla. Jur. 2d, *Constitutional Law* § 304 (2016) (citing *Members of City Council of City of Los Angeles v. Taxpayers for Vincent*, 466 U.S. 789 (1984)).

In *Taxpayers for Vincent*, the appellees argued that a city ordinance prohibiting the posting of signs on public property abridged their First Amendment freedom of speech rights. 466 U.S. 789 (1984). The U.S. Supreme Court upheld the ordinance, finding as follows:

1. Content-neutrality. The First Amendment forbids government from regulating speech in ways that favor some viewpoints or ideas at the expense of others. (*Id.* at 804). The Court found: no hint of bias or censorship in the city's enactment or enforcement of the ordinance; no claim that the ordinance was designed to suppress certain ideas that the city finds distasteful; or that it has been applied to appellees because of the views that they express; the text of the ordinance is neutral - indeed silent - concerning any speaker's point of view; and it has been applied in an evenhanded manner. *Id.*

2. Substantial governmental interest unrelated to suppression of free expression.

a. A government regulation is sufficiently justified if it: is within the constitutional power of the government; furthers an important or substantial governmental interest; is unrelated to the suppression of free expression; and if the incidental restriction on alleged First Amendment freedoms is no greater than is essential to the furtherance of that interest." *Id.* at 805.

b. The State may legitimately exercise its police powers to advance esthetic values. *Id.* at 805. Municipalities have a weighty, essentially esthetic interest in proscribing intrusive and unpleasant formats for expression. *Id.* at 806. In *Metromedia, Inc. v. San Diego*, the city had an ordinance prohibiting certain forms of outdoor billboards. 453 U.S. 490 (1981). There, the Court held that the city's interest in avoiding visual clutter was sufficient to justify a prohibition of billboards. *See Id.*, at 507-508. In *Metromedia*, the Court expressly concluded that the city's esthetic interests were sufficiently substantial to provide an acceptable justification for a content-neutral prohibition against the use of billboards; San Diego's interest in its appearance was undoubtedly a substantial governmental goal. *Id.* Quoting the plurality in *Metromedia*, the Court stated: "It is not speculative to recognize that billboards [...] can be perceived as an 'esthetic harm' [...]. The same is true of posted signs." *Taxpayers for Vincent*, 466 U.S. at 808.

c. The problem addressed by the ordinance - the visual assault on citizens of city presented by an accumulation of signs posted on public property constituted a significant substantial evil within city's power to prohibit. *Id.* at 807. The city's interest in attempting to preserve [or improve] the quality of urban life is one that must be accorded high respect." *Id.*, citing *Young v. American Mini Theatres, Inc.*, 427 U.S. 50 (1976).

d. The character of the environment affects the quality of life and the value of property in both residential and commercial areas. The Court held that these interests are sufficiently substantial to justify this content-neutral,

impartially administered prohibition against the posting of appellees' temporary signs on public property and that such an application of the ordinance does not create an unacceptable threat to freedom of speech. *Taxpayers for Vincent*, 466 U.S. at 808.

3. Narrowly tailored to serve governmental interest. A question is whether the scope of the restriction on expressive activity is substantially broader than necessary to protect the city's interest in eliminating visual clutter. *Id.* The incidental restriction on expression which results from the city's attempt to accomplish such a purpose is considered justified as a reasonable regulation of the time, place, or manner of expression, if it is narrowly tailored to serve that interest. *Id.* The ordinance curtailed no more speech than was necessary to accomplish its purpose of eliminating visual clutter. *Id.* at 810.

4. Alternative modes of communication. While the First Amendment does not guarantee the right to employ every conceivable method of communication at all times and in all places, a restriction on expressive activity may be invalid if the remaining modes of communication are inadequate. *Id.* at 812. The ordinance does not affect any individual's freedom to exercise the right to speak and to distribute literature in the same place where the posting of signs on public property is prohibited. *Id.* There are ample alternative modes of communication in Los Angeles. *Id.*

5. Traditional public forum. A traditional public forum, such as a public street/sidewalk, park or place of assembly, occupies a special position in terms of First Amendment protection. *Id.* at 813. Appellees failed to demonstrate the existence of a traditional right of access respecting such items as utility poles for purposes of their communication comparable to that recognized for public streets and parks, and it is clear that "the First Amendment does not guarantee access to government property simply because it is owned or controlled by the government." *Id.* at 814. Public property which is not by tradition or designation a forum for public communication may be reserved by the state for its intended purposes, communicative or otherwise, as long as the regulation on speech is reasonable and not an effort to suppress expression merely because public officials oppose the speaker's view. *Id.* at 815.

CONCLUSION

Based on *Taxpayers v. Vincent*, the CDD may enforce a content-neutral rule banning the posting of all signs from public property within the CDD's jurisdiction, provided that the rule meets the criteria set forth by the Court. In order to be enforceable, the rule must ban all signs, not just political signs. In the

absence of such a ban, the CDD might be forced to accept signs that express political viewpoints, not just campaign signs. I would recommend that a rule be adopted banning all signs on CDD property. A related issue would be the posting of materials on bulletin boards or the like on CDD property.

EXHIBIT 6

GRAND HAVEN MEETING AGENDA MATRIX

June 2022			
	Regular Meeting: 06/16	<p>Regular Meeting Agenda Items:</p> <ul style="list-style-type: none"> • Staff Reports <ul style="list-style-type: none"> ○ DC to provide updated memo regarding access to community and a memo regarding Supervisor conduct and other precautions during election period • Consent Agenda Items: <ul style="list-style-type: none"> ○ Meeting Minutes for: <ul style="list-style-type: none"> ▪ 5/5/2022 Workshop ▪ 5/19/2022 Regular Meeting ○ Unaudited Financials (May 2022) • Business Items: <ul style="list-style-type: none"> ○ Consideration of Changes to Grand Haven Rules, Policies and Fees for All Amenity Facilities ○ Review of proposals for District Engineering Services and possible selection of DE. ○ Approve vendor for resident survey 	

GRAND HAVEN MEETING AGENDA MATRIX

July 2022	Workshop None		
	Regular Meeting: 07/21	<p>Regular Meeting Agenda Items:</p> <ul style="list-style-type: none"> • Staff Reports <ul style="list-style-type: none"> ○ DM to provide current Long Term Capital Plan, 10 year financial projections and draft budget presentation to Board for review and comment ○ DE to present Stormwater Needs and Analysis Report • Consent Agenda Items: <ul style="list-style-type: none"> ○ Meeting Minutes <ul style="list-style-type: none"> ▪ 6/2/2022 Workshop ▪ 6/16/2022 Regular Meeting ○ Unaudited Financials (June, 2022) • Business Items: • Presentations: <ul style="list-style-type: none"> ○ Celera—Virtual CIO (follow up from 5/5/2022 Workshop) 	<ul style="list-style-type: none"> • Report on improvements made by Celera • “Road Map”

GRAND HAVEN MEETING AGENDA MATRIX

August 2022	<p>Workshop 08/04</p>	<ul style="list-style-type: none"> • Presentations: <ul style="list-style-type: none"> ○ Solitude—Supervisor’s Questions and information on pond bank erosion • Discussion: <ul style="list-style-type: none"> ○ Grand Haven security including gate access and any needed Post Order Changes 	<ul style="list-style-type: none"> • Barry to confirm their attendance • Have Louise Leister and Interim District Engineer join by Zoom • Supervisor Polizzi’s handout regarding Wild Oak survey to be included in agenda package • 11:30 AM-12:30 PM: Time Specific Q&A with Residents on District Security Including Gate Access • Read letter in file from residents
	<p>Regular Meeting: 08/18 Starts at 3 PM</p>	<p>Regular Meeting Agenda Items:</p> <ul style="list-style-type: none"> • Staff Reports • Consent Agenda Items: <ul style="list-style-type: none"> ○ Meeting Minutes <ul style="list-style-type: none"> ▪ 7/21/2022 Regular Meeting ○ Unaudited Financials (July, 2022) • Business Items: • Rules, Policies and Fees Public Hearing • Budget and Assessment Public Hearing (starts at 5 PM) 	

GRAND HAVEN MEETING AGENDA MATRIX

September 2022	<p>Workshop 09/01</p>	<p>Discussion:</p> <ul style="list-style-type: none"> ○ Communication Needs: Follow-up from 1/20/2022 Regular Board Meeting (Moved from 6/2 workshop date) ○ Spring leaf collection in non-common and non-PLM areas 	
	<p>Regular Meeting: 09/15</p>	<p>Regular Meeting Agenda Items:</p> <ul style="list-style-type: none"> ● Staff Reports ● Consent Agenda Items: <ul style="list-style-type: none"> ○ Meeting Minutes <ul style="list-style-type: none"> ▪ 8/4/2022 Workshop ▪ 8/18/2022 Regular Meeting ○ Unaudited Financials (August, 2022) ● Business Items: <ul style="list-style-type: none"> ○ Consideration of Post Order Changes 	

GRAND HAVEN MEETING AGENDA MATRIX

October 2022	Workshop: 10/6	<ul style="list-style-type: none"> • <i>Presentations</i> • <i>Discussions</i> 	
	Regular Meeting: 10/20	<p>Regular Meeting Agenda Items:</p> <ul style="list-style-type: none"> • <i>Staff Reports</i> • <i>Consent Agenda Items</i> <ul style="list-style-type: none"> ○ Meeting Minutes <ul style="list-style-type: none"> ▪ 9/1/2022 Workshop ▪ 9/15/2022 Regular Meeting ○ Unaudited Financials (September, 2022) • <i>Business Items</i> 	

GRAND HAVEN MEETING AGENDA MATRIX

November 2022	Regular Meeting: 11/3	Regular Meeting Agenda Items <ul style="list-style-type: none">• Staff Reports• Consent Agenda Items• Business Items:	
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GRAND HAVEN MEETING AGENDA MATRIX

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

EXHIBIT 7

Date of Action Item	Action Item	Status
12/2/2021	Place parking lot expansion plans on CDD website and provide copy to resident Bob Badger	3/28: Confirmed with DE that Board has not approved final plan that includes add'l ADA compliance parking.
3/17/2022	DM to work with Chair in contacting Troy @ Southern States regarding vendor used for the Oak Tree publication and distribution	4/18: District has permission from the HOA Board for the one time use for upcoming survey
3/17/2022	DM to find out if FPL does energy audits for communities	3/25: FPL does energy efficiency audits for structures (e.g. club house, offices, etc. and air conditioner units). It gets a bit harder to do with streetlights.
4/7/2022	DM to provide Board with comparative salary rates in Flagler and St. Johns County (including health care) for comparison with GHCDD employees	Mac taking lead on this
4/21/2022	DM to work with DPFG staff (Logan) to add section on assessment allocation table showing combined fund balances	5/26: Done
4/21/2022	DM to follow up with Vesta regarding non-resident use of cafe	John hasn't rec'd many complaints on this issue (less than 5 that he can remember).
5/5/2022	DM to find out if District has cyber security insurance	<p>The current policy includes a Cyber Liability sublimit included under POL/EPLI.</p> <p>Below is a summary of the coverages provided:</p> <ul style="list-style-type: none"> Media Content Services Liability Network Security Liability Privacy Liability First Party Extortion Threat First Party Crisis Management First Party Business Interruption <p>Limit: \$100,000 each claim/annual aggregate</p>

5/19/2022	DM to provide draft budget presentation to Board by July for review and comment	
5/19/2022	DM (for July workshop) provide L-T Capital Plan w/o highlights; 10-year projections showing road improvements and \$500K floor & 10 year assessment	Work with Vice Chair Foley on this
5/19/2022	Correspond with Louise with regards to presentation	5/26: Done
5/19/2022	Resend Supervisors questions submitted for Louise and Oak Tree presentation	5/20: Done
6/2/2022	Louise Leister is to provide a list of projects to the DM which in turn is to be distributed to the Board	6/8: Louise's list emailed to Board
6/2/2022	DM is to check with DC to see about prohibitions on painting center line on Waterside Parkway	6/7: There is no prohibition against painting a center line on Waterside Parkway
6/2/2022	DM is to speak with DC regarding proposed resident survey and any ADA issues that need to be considered	6/7: No ADA issue if residents simply drop off survey at CDD offices; may be ADA issues if they go to CDD offices for more assistance.
6/2/2022	DM is to speak with DC regarding if Supervisors can be part of the test team on the survey	6/7: Any meeting of 2 or more supervisors discussing regarding the survey will require proper noticing.
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
3/17/2022	OM to speak with Louise to find out if there is any advantage to lessen annuals and increase the perennials throughout community (associated with cost of annual flower's in budget)	5/12: Done
3/17/2022	OM to report to Board on approximate amount of money left expected to be left over on capital projects for current FY	6/9: Unable to determine at this time

3/17/2022	OM to have contractor assess floors in Creekside fitness center to determine if they are dangerous	Contractor has determined the floors are not a hazard
3/17/2022	OM to report back to Board how many street light poles are in poor condition	6/9: To be done
4/7/2022	OM to return with revised amount for line 26 of proposed FY 2023 CIP	Amount is correct for 5 streetlights
4/21/2022	OM to speak with guard supervisor about gate guards letting people into community for café use (by telling them it is opened to the public)	6/9: Addressed with Post Orders
4/21/2022	OM to send out an E-blast regarding overnight parking at VC and Creekside parking lots	
5/5/2022	OM staff to work with VCIO to address concerns raised during workshop and to identify immediate concerns that need to be rectified	6/9: Underway
5/5/2022	OM to look into possibility of lighting for basketball court at Village Center	6/9: Awaiting info from electrician
6/2/2023	OM is to look into frequency of coating on tile in Village Center	6/9: Will be doing it bi-weekly
6/2/2022	OM is to look into correct type of signage on eastbound Egret at round about	6/9: Awaiting reply from DE
6/2/2022	OM is to check with DE on color combinations for crosswalk for higher visibility & to see if the word "YIELD" can be painted on the roadway before the crosswalk	6/9: Awaiting reply from DE
6/2/2023	OM is to check on signage for bikes on the Esplanade	6/9: OM needs wording once rules finally are adopted
6/2/2022	OM is to set up a FPL energy audit for all structures in community including pumphouse.	6/9: To be scheduled
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

4/7/2022	Chairman to work with OM regarding getting information out to residents regarding crosswalk project	
4/21/2022	Supervisors to get comments to me by 4/26 with respect to Supervisor Polizzi's draft summary of resident's survey	Done
4/21/2022	Vice Chair Foley to meet with DM and DC to address DC legal fees	
5/19/2022	Chair to draft letter for survey	6/8: Final draft reviewed
5/19/2022	Chair to provide mailing information to DM for survey coordinator	Done
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
3/17/2022	DC to draft contract to be signed by Chair for Solitude Lake Management for Ditch 10	Per DC, this contract is small and doesn't need to be done by him.
4/21/2022	DC to draft letter for DM to send to resident who spoke to Board on 4/21 regarding hog trapping and fencing to prevent hogs	Language provided to Mac
5/20/2022	DC to provide redraft of rules for June workshop	
5/20/2022	DC to provide memo on gate issue	

EXHIBIT 8

Grand Haven Community Development District

Financial Statements
(Unaudited)

Period Ending
May 31, 2022

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

	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Total</u>
BU OPERATING	\$ 1,675,507	\$ 1,877,366	\$ 3,552,873
BU DEBIT CARD	-		-
SUNTRUST OPERATING	6,320		6,320
SBA 161601A	6,998		6,998
BU - SRF	1,921,278	-	1,921,278
IBERIA BANK MMA	127		127
ON ROLL ASSESSMENTS RECEIVABLE	23,087	5,072	28,159
ACCOUNTS RECEIVABLE	7,242		7,242
A/R WATER BILLS	724		724
DUE FROM OTHER	-	-	-
DEPOSITS	110		110
TOTAL ASSETS	<u>\$ 3,641,392</u>	<u>\$ 1,882,438</u>	<u>\$ 5,523,830</u>
<u>LIABILITIES:</u>			
ACCTS PAYABLE	\$ 66,292	\$ 35,194	\$ 101,486
DUE TO OTHER	-		-
DEFERRED REVENUE	23,087		23,087
DEFERRED REVENUE WATER / INFRASTRUCTURE	58,021	5,072	63,093
<u>FUND BALANCE:</u>			
NONSPENDABLE:			
PREPAID AND DEPOSITS	110		110
ASSIGNED:			
3 MONTH WORKING CAPITAL	945,505	356,637	1,302,142
DISASTER	750,000		750,000
FUTURE CAPITAL IMPROVEMENTS	-	1,069,910	1,069,910
UNASSIGNED:	1,798,487	415,625	2,214,112
TOTAL FUND BALANCE	3,493,992	1,842,172	5,336,164
TOTAL LIABILITIES & FUND BALANCE	<u>\$ 3,641,392</u>	<u>\$ 1,882,438</u>	<u>\$ 5,523,830</u>

Transfers For May
BU SRF Class 2 to BU SRF Class 1 \$1,921,327.90

GRAND HAVEN CDD
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period from October 1, 2021 through May 31, 2022

	Adopted Budget	Year To Date	Current Month	% of Budget
REVENUES				
ASSESSMENT ON-ROLL (Net)	\$ 3,559,266	\$ 3,536,179		99%
REUSE WATER	23,166	21,975	2,242	95%
GATE & AMENITY GUEST	8,000	9,922	3,732	124%
TENNIS	500	199	43	40%
ROOM RENTALS	500	2,366	200	473%
INTEREST & MISCELLANEOUS	23,676	11,106	50	47%
ASSESSMENT LEVY - ESCALANTE FUND	8,281	8,228	-	99%
TOTAL REVENUES	3,623,389	3,589,975	6,267	99.08%
EXPENDITURES				
ADMINISTRATIVE				
Supervisors - regular meetings	12,000	8,000	1,000	67%
Supervisor - workshops	9,000	6,800	800	76%
District Management Services				
District management	39,125	26,083	3,260	67%
Administrative	10,400	6,933	867	67%
Accounting	21,475	14,317	1,790	67%
Assessment roll preparation	9,450	6,300	788	67%
Disclosure report				
Arbitrage rebate calculation				
Office supplies	1,000	1,310		131%
Postage	3,000			0%
Trustee				
Audit	11,300			0%
Legal - general counsel	103,000	56,392	5,637	55%
Engineering	30,000	27,378		91%
Legal advertising	5,200	1,762		34%
Bank fees	1,500	735	122	49%
Dues & licenses	175	175	-	100%
Property taxes	2,400	2,087	-	87%
Tax collector				
Contingencies	500	780	476	156%
TOTAL ADMINISTRATIVE	259,525	159,052	14,739	61%
INFORMATION AND TECHNOLOGY				
IT support	26,670	27,640	2,453	104%
Village Center and Creekside telephone & fax	6,546	4,593	542	70%
Cable/internet-village center/creekside	9,782	7,892	1,274	81%
Wi-Fi for gates	4,894	1,528		31%
Landlines/hot spots for gates and cameras	26,400	7,812	210	30%
Cell phones	7,282	4,970	632	68%
Website hosting & development	1,515	1,136		75%
ADA website compliance	210	210	-	100%
Communications: e-blast	500	419	-	84%
TOTAL INFORMATION AND TECHNOLOGY	83,799	56,200	5,110	67%
INSURANCE				
Insurance: general liability & public officials	11,935	11,935	-	100%
Insurance: property	76,435	76,613		100%
Insurance: auto general liability	3,153	3,153	-	100%
Flood insurance	3,600	-	-	0%
TOTAL INSURANCE	95,123	91,701	-	96%
UTILITIES				
Electric				
Electric services - #12316, 85596, 65378	5,200	3,395	215	65%
Electric- Village Center - #18308	31,500	19,540	2,546	62%

GRAND HAVEN CDD
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period from October 1, 2021 through May 31, 2022

	Adopted Budget	Year To Date	Current Month	% of Budget
Electric - Creekside - #87064, 70333	21,500	14,985	2,065	70%
Street lights ¹	20,000	13,228	381	66%
Propane - spas/café	40,600	29,156	628	72%
Garbage - amenity facilities	15,200	7,333	909	48%
Water/sewer				
Water services ²	115,000	80,751	13,815	70%
Water - Village Center - #324043-44997	13,500	8,385	1,147	62%
Water - Creekside - #324043-45080	7,300	4,423	664	61%
Pump house shared facility	15,500	7,405	5,452	48%
TOTAL UTILITIES	285,300	188,599	27,821	66%
FIELD OPERATIONS				
Stormwater system				
Aquatic contract	51,438	37,357	4,301	73%
Aquatic contract: lake watch	4,076	2,890	374	71%
Aquatic contract: aeration maintenance	4,000	1,252		31%
Lake bank spraying	6,128			0%
Stormwater system repairs & maintenance	15,000			0%
Property maintenance				
Horticultural consultant	9,600	6,400	800	67%
Landscape enhancement				
Landscape repairs & replacement	20,000	26,606	10,617	133%
Landscape maintenance contract services	585,814	390,543	48,818	67%
Landscape maintenance: croquet	50,800	33,478	4,033	66%
Tree maintenance (Oak tree pruning)	35,000	45,900	5,000	131%
Optional flower rotation	20,000			0%
Irrigation repairs & replacement	22,000	11,832		54%
Roads & bridges repairs	15,000			0%
Sidewalk repairs & replacement				
Street light maintenance	15,000	432		3%
Vehicle repairs & maintenance	5,000	6,310		126%
Office supplies: field operations	14,000	8,464	745	60%
Holiday lights	9,000	3,568		40%
CERT operations	500	114		23%
Community maintenance	98,040	69,753	3,056	71%
Storm clean-up	26,000	-		0%
Miscellaneous contingency	4,000	-	-	0%
TOTAL FIELD OPERATIONS	1,010,396	644,898	77,745	64%
STAFF SUPPORT				
Payroll	607,333	335,505	39,160	55%
Merit pay/bonus	25,000	6,029	3,891	24%
Payroll taxes	79,257	24,591	2,996	31%
Health insurance	106,000	61,179	7,075	58%
Insurance: workers' compensation	30,000	12,055		40%
Payroll services	6,250	3,784	680	61%
Mileage reimbursement	2,750	3,811	463	139%
Vehicle Allowance	14,000	-	-	0%
TOTAL STAFF SUPPORT	870,590	446,953	54,266	51%
AMENITY OPERATIONS				
Amenity Management	592,786	391,190	45,399	66%
A/C maintenance and service	3,900			0%
Fitness equipment service	7,500	805	175	11%
Music licensing	3,520	3,757		107%
Pool/spa permits	875	875	875	100%
Pool chemicals	15,500	9,063	1,311	58%

GRAND HAVEN CDD
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period from October 1, 2021 through May 31, 2022

	<u>Adopted Budget</u>	<u>Year To Date</u>	<u>Current Month</u>	<u>% of Budget</u>
Pest control	3,900	1,230	145	32%
Amenity maintenance	110,000	166,877	4,234	152%
Special events	10,000	2,047		20%
TOTAL AMENITY	747,981	575,844	52,139	77%
SECURITY				
Gate access control staffing	204,375	134,562	16,060	66%
Additional guards	8,000	2,341		29%
Guardhouse facility maintenance	16,000	11,043	426	69%
Gate communication devices	21,000	6,665	268	32%
Gate operating supplies	16,000	37,505	6,377	234%
Fire & security system	5,300	3,486	485	66%
TOTAL SECURITY	270,675	195,601	23,617	72%
TOTAL EXPENDITURES	3,623,389	2,358,849	255,436	65%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		1,231,126		
FUNDS TRANSFER EXPENSE		(3,642,439)		
FUNDS TRANSFER INCOME		1,926,024		
FUND BALANCE - BEGINNING		3,979,281		
FUND BALANCE ENDING		3,493,992		
ANALYSIS OF FUND BALANCE				
DISASTER		750,000		
3 MONTHS WORKING CAPITAL		945,505		
UNASSIGNED		1,798,487		
FUND BALANCE - ENDING		\$ 3,493,992		

GRAND HAVEN CDD
SPECIAL REVENUE FUND - INFRASTRUCTURE REINVESTMENT
Statement of Revenue, Expenses and Changes in Fund Balance
For the period from October 1, 2021 through May 31, 2022

	<u>Adopted Budget</u>	<u>Year To Date</u>	<u>Current Month</u>	<u>% of Budget</u>
REVENUE				
SPECIAL ASSESSMENTS - ON ROLL (NET)	\$ 781,860	\$ 776,788	\$ -	99%
DISCOUNT (ASSESSMENTS)	-	-	-	
INTEREST REVENUE	5,500	-	-	
TOTAL REVENUE	<u>787,360</u>	<u>776,788</u>	<u>-</u>	<u>99%</u>
EXPENDITURES				
GENERAL INFRASTRUCTURE REPLACEMENT	1,082,025	651,031	47,708	60%
TOTAL EXPENDITURES	<u>1,082,025</u>	<u>651,031</u>	<u>47,708</u>	<u>60%</u>
EXCESS OF REVENUE OVER (UNDER) EXP.	(294,665)	125,757	(47,708)	
OTHER FINANCING SOURCES (USES)				
TRANSFER OUT	-	(1,926,024)	\$ (1,921,328)	
TRANSFER IN	1,721,211	3,642,439	-	
TOTAL OTHER FINANCING SOURCES (USES)	<u>1,721,211</u>	<u>1,716,415</u>	<u>(1,921,328)</u>	
FUND BALANCE BEGINNING	-	-		
NET CHANGE IN FUND BALANCE	1,426,546	1,842,172		
FUND BALANCE - ENDING	<u>\$ 1,426,546</u>	<u>\$ 1,842,172</u>		
Analysis of Fund Balance				
Committed: Future Capital Improvements		1,069,910		
Assigned: 3 months working capital		356,637		
Unassigned		415,625		
FUND BALANCE - ENDING		<u>\$ 1,842,172</u>		

Grand Haven CDD
Check Detail
 May 2022

Type	Num	Date	Name	Account	Paid Amount
Check		05/03/2022		1101000 · Cash- Operati...	
				1513035 · Misc-Bank Char...	-39.00
TOTAL					-39.00
Check		05/21/2022		1101003 · SunTrust Oper...	
				1513035 · Misc-Bank Char...	-57.61
TOTAL					-57.61
Check		05/31/2022		2152000 · BU SRF	
				1513035 · Misc-Bank Char...	-25.00
TOTAL					-25.00
Bill Pmt -Check	050622ACH1	05/06/2022	Barry Kloptosky	1101000 · Cash- Operati...	
Bill	050622-2	05/06/2022		572.910 · Payroll Expense	-718.30
Bill	050622	05/06/2022		572.910 · Payroll Expense	-3,067.29
TOTAL					-3,785.59
Bill Pmt -Check	050622-ACH1	05/06/2022	ADP	1101000 · Cash- Operati...	
Bill	050622	05/06/2022		572.910 · Payroll Expense	-2,538.84
				572.302 · Payroll Taxes	-1,472.48
TOTAL					-4,011.32
Bill Pmt -Check	0520222ACH1	05/20/2022	ADP	1101000 · Cash- Operati...	
Bill	052022	05/20/2022		572.910 · Payroll Expense	-2,564.71
				572.302 · Payroll Taxes	-1,443.34
TOTAL					-4,008.05
Bill Pmt -Check	050622ACH2	05/06/2022	Bryon C. Lenhart	1101000 · Cash- Operati...	
Bill	050622	05/06/2022		572.910 · Payroll Expense	-1,411.91
TOTAL					-1,411.91
Bill Pmt -Check	051322ACH-2	05/13/2022	ADP	1101000 · Cash- Operati...	
Bill	051322	05/13/2022		1511002 · Payroll Services	-403.91
TOTAL					-403.91
Bill Pmt -Check	519222ACH2	05/20/2022	Barry Kloptosky	1101000 · Cash- Operati...	
Bill	52022	05/20/2022		572.910 · Payroll Expense	-3,348.61
TOTAL					-3,348.61

Grand Haven CDD
Check Detail
 May 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	050622ACH3	05/06/2022	Donna Conforti	1101000 · Cash- Operati...	
Bill	50622	05/06/2022		572.910 · Payroll Expense	-1,275.59
TOTAL					-1,275.59
Bill Pmt -Check	519222ACH3	05/20/2022	Bryon C. Lenhart	1101000 · Cash- Operati...	
Bill	52022	05/20/2022		572.910 · Payroll Expense	-1,387.67
TOTAL					-1,387.67
Bill Pmt -Check	050622ACH4	05/06/2022	Edward Weyant	1101000 · Cash- Operati...	
Bill	050622	05/06/2022		572.910 · Payroll Expense	-1,183.93
TOTAL					-1,183.93
Bill Pmt -Check	519222ACH4	05/20/2022	Donna Conforti	1101000 · Cash- Operati...	
Bill	52022	05/20/2022		572.910 · Payroll Expense	-1,275.57
TOTAL					-1,275.57
Bill Pmt -Check	050622ACH5	05/06/2022	Jeremey Wilson	1101000 · Cash- Operati...	
Bill	050622	05/06/2022		572.910 · Payroll Expense	-1,897.18
TOTAL					-1,897.18
Bill Pmt -Check	519222ACH5	05/20/2022	Edward Weyant	1101000 · Cash- Operati...	
Bill	52022	05/20/2022		572.910 · Payroll Expense	-1,311.85
TOTAL					-1,311.85
Bill Pmt -Check	050622ACH6	05/06/2022	Joseph Osborne	1101000 · Cash- Operati...	
Bill	050622	05/06/2022		572.910 · Payroll Expense	-1,346.83
TOTAL					-1,346.83
Bill Pmt -Check	519222ACH6	05/20/2022	Jeremey Wilson	1101000 · Cash- Operati...	
Bill	52022	05/20/2022		572.910 · Payroll Expense	-1,961.28
TOTAL					-1,961.28
Bill Pmt -Check	050622ACH7	05/06/2022	Ken Brokaw	1101000 · Cash- Operati...	
Bill	50622	05/06/2022		572.910 · Payroll Expense	-1,299.96
TOTAL					-1,299.96
Bill Pmt -Check	519222ACH7	05/20/2022	Joseph Osborne	1101000 · Cash- Operati...	
Bill	52022	05/20/2022		572.910 · Payroll Expense	-1,330.86
TOTAL					-1,330.86

Grand Haven CDD
Check Detail
May 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	050622ACH8	05/06/2022	Leroy Mitchell	1101000 · Cash- Operati...	
Bill	050622	05/06/2022		572.910 · Payroll Expense	-1,313.21
TOTAL					-1,313.21
Bill Pmt -Check	519222ACH8	05/20/2022	Ken Brokaw	1101000 · Cash- Operati...	
Bill	52022	05/20/2022		572.910 · Payroll Expense	-1,216.95
TOTAL					-1,216.95
Bill Pmt -Check	050622ACH9	05/06/2022	Melinda Willems	1101000 · Cash- Operati...	
Bill	050622	05/06/2022		572.910 · Payroll Expense	-1,329.84
TOTAL					-1,329.84
Bill Pmt -Check	519222ACH9	05/20/2022	Leroy Mitchell	1101000 · Cash- Operati...	
Bill	52022	05/20/2022		572.910 · Payroll Expense	-1,329.84
TOTAL					-1,329.84
Bill Pmt -Check	050622ACH10	05/06/2022	Vanessa Stepniak	1101000 · Cash- Operati...	
Bill	050622	05/06/2022		572.910 · Payroll Expense	-1,859.77
TOTAL					-1,859.77
Bill Pmt -Check	519222ACH10	05/20/2022	Melinda Willems	1101000 · Cash- Operati...	
Bill	52022	05/20/2022		572.910 · Payroll Expense	-1,279.97
TOTAL					-1,279.97
Bill Pmt -Check	519222ACH11	05/20/2022	Vanessa Stepniak	1101000 · Cash- Operati...	
Bill	52022	05/20/2022		572.910 · Payroll Expense	-1,859.77
TOTAL					-1,859.77
Bill Pmt -Check	DTSRF 5/22	05/31/2022	Grand Haven CDD	1101000 · Cash- Operati...	
Bill	DTSRF - 5/22	05/31/2022		1202101 · Due To - Other	-776,788.46
TOTAL					-776,788.46
Bill Pmt -Check	1775	05/02/2022	Poolsure	1101000 · Cash- Operati...	
Bill	11295599532	05/01/2022		572.744 · Pool Chemicals	-1,311.13
TOTAL					-1,311.13

Grand Haven CDD Check Detail May 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	1776	05/02/2022	Amazon Business	1101000 · Cash- Operati...	
Bill	1NDP-4L4L-371J	04/20/2022		572.702 · Office Supplies ...	-35.64
Bill	1RMY-J4YR-NNP4	04/22/2022		572.780 · Amenity Mainte...	-167.94
Bill	11FX-TWGG-6PKV	04/23/2022		572.780 · Amenity Mainte...	-625.36
Bill	1JCH-4111-66VG	04/26/2022		572.780 · Amenity Mainte...	-33.96
TOTAL					-862.90
Bill Pmt -Check	1777	05/02/2022	AmeriGas	1101000 · Cash- Operati...	
Bill	3135273794	04/12/2022		532.306 · Propane	-293.10
TOTAL					-293.10
Bill Pmt -Check	1778	05/02/2022	AquaCal	1101000 · Cash- Operati...	
Bill	0000411342	04/19/2022		572.780 · Amenity Mainte...	-311.23
TOTAL					-311.23
Bill Pmt -Check	1779	05/02/2022	AT&T	1101000 · Cash- Operati...	
Bill	386 445-7774 04/22	04/22/2022		529.736 · Gate Operating ...	-237.79
Bill	386 445-2376 04/22	04/22/2022		529.736 · Gate Operating ...	-717.00
TOTAL					-954.79
Bill Pmt -Check	1780	05/02/2022	Egis	1101000 · Cash- Operati...	
Bill	15411	04/07/2022		539.503 · Insurance - Prop...	-80.00
TOTAL					-80.00
Bill Pmt -Check	1781	05/02/2022	FPL	1101000 · Cash- Operati...	
Bill	16866-58285 04.22	04/19/2022		531.307 · Street Lights	-80.37
Bill	24131-28287 04.22	04/19/2022		531.307 · Street Lights	-18.00
Bill	37829-63213 04.22	04/19/2022		531.307 · Street Lights	-20.69
Bill	52774-87285 04.22	04/19/2022		531.307 · Street Lights	-23.46
Bill	54366-71209 04.22	04/19/2022		531.307 · Street Lights	-15.23
Bill	56830-70071 04.22	04/19/2022		531.307 · Street Lights	-20.69
Bill	72722-70245 04.22	04/19/2022		531.307 · Street Lights	-19.99
Bill	76404-37286 04.22	04/19/2022		531.307 · Street Lights	-22.65
Bill	77367-05133 04.22	04/19/2022		531.307 · Street Lights	-21.01
TOTAL					-242.09
Bill Pmt -Check	1782	05/02/2022	Massey Services Inc.	1101000 · Cash- Operati...	
Bill	47889039	04/20/2022		572.765 · Pest Control	-50.00
TOTAL					-50.00
Bill Pmt -Check	1783	05/02/2022	NetFortris	1101000 · Cash- Operati...	
Bill	IN-US1172927	03/29/2022		572.707 · Village Center P...	-543.36
TOTAL					-543.36

Grand Haven CDD
Check Detail
 May 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	1784	05/02/2022	Spectrum	1101000 · Cash- Operati...	
Bill	096045701042422	04/24/2022		572.709 · Cable Internet V...	-1,273.65
TOTAL					-1,273.65
Bill Pmt -Check	1785	05/02/2022	Sprint	1101000 · Cash- Operati...	
Bill	757386291-162	04/23/2022		529.740 · Cell Phones	-660.41
TOTAL					-660.41
Bill Pmt -Check	1786	05/02/2022	Sunshine State	1101000 · Cash- Operati...	
Bill	28906914	04/14/2022		572.780 · Amenity Mainte...	-2,332.00
TOTAL					-2,332.00
Bill Pmt -Check	1787	05/02/2022	TUI	1101000 · Cash- Operati...	
Bill	AR33934	04/25/2022		572.702 · Office Supplies ...	-175.16
TOTAL					-175.16
Bill Pmt -Check	1788	05/02/2022	Waste Management	1101000 · Cash- Operati...	
Bill	8529600-0146-3	04/26/2022		534.305 · Garbage - Recr...	-284.22
Bill	8529289-0146-5	04/26/2022		534.305 · Garbage - Recr...	-648.01
TOTAL					-932.23
Bill Pmt -Check	1789	05/02/2022	Welch Tennis Cour...	1101000 · Cash- Operati...	
Bill	66588	04/26/2022		572.780 · Amenity Mainte...	-1,258.80
TOTAL					-1,258.80
Bill Pmt -Check	1790	05/03/2022	Barry Kloptosky	1101000 · Cash- Operati...	
Bill	040122 Mileage	05/03/2022		572.304 · Mileage Reimbu...	-248.04
TOTAL					-248.04
Bill Pmt -Check	1791	05/03/2022	Bryon C. Lenhart	1101000 · Cash- Operati...	
Bill	040122 Mileage	05/03/2022		572.304 · Mileage Reimbu...	-152.32
TOTAL					-152.32
Bill Pmt -Check	1792	05/03/2022	Jeremey Wilson	1101000 · Cash- Operati...	
Bill	040122 Mileage	05/03/2022		572.785 · Community Mai...	-198.80
TOTAL					-198.80
Bill Pmt -Check	1793	05/03/2022	Ken Brokaw	1101000 · Cash- Operati...	
Bill	040122 Mileage	05/03/2022		572.304 · Mileage Reimbu...	-62.94
TOTAL					-62.94

Grand Haven CDD Check Detail May 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	1794	05/03/2022	DPFG	1101000 · Cash- Operati...	
Bill	398265	05/01/2022		513.100 · District Manage...	-3,260.42
				1513010 · Administrative ...	-866.67
				1513060 · Accounting Ser...	-1,789.58
				1511004 · Assessment Ro...	-787.50
TOTAL					-6,704.17
Bill Pmt -Check	1795	05/05/2022	Barry Kloptosky	1101000 · Cash- Operati...	
Bill	05052022	05/05/2022		572.912 · Merit/ Bonus Pay	-3,890.55
TOTAL					-3,890.55
Bill Pmt -Check	1796	05/05/2022	Amazon Business	1101000 · Cash- Operati...	
Bill	1MV1-XX3P-QMNV	04/28/2022		572.780 · Amenity Mainte...	-557.00
Bill	1FPD-4XRQ-Q9VD	04/27/2022		572.780 · Amenity Mainte...	-25.23
				572.702 · Office Supplies ...	-40.62
TOTAL					-622.85
Bill Pmt -Check	1797	05/05/2022	Amenity Managem...	1101000 · Cash- Operati...	
Bill	397985	05/01/2022		572.305 · Amenity Manag...	-45,398.80
TOTAL					-45,398.80
Bill Pmt -Check	1798	05/05/2022	AmeriGas	1101000 · Cash- Operati...	
Bill	3135712558	04/23/2022		532.306 · Propane	-691.17
Bill	3135904287	04/26/2022		532.306 · Propane	-331.52
Bill	3135904282	04/26/2022		532.306 · Propane	-622.17
TOTAL					-1,644.86
Bill Pmt -Check	1799	05/05/2022	Celera IT Services, ...	1101000 · Cash- Operati...	
Bill	1426	05/01/2022		519.952 · IT Support	-2,452.50
TOTAL					-2,452.50
Bill Pmt -Check	1800	05/05/2022	CES	1101000 · Cash- Operati...	
Bill	PMC/218162	03/31/2022		531.307 · Street Lights	-85.80
TOTAL					-85.80
Bill Pmt -Check	1801	05/05/2022	City of Palm Coast	1101000 · Cash- Operati...	
Bill	15111579	04/22/2022		536.309 · Water - Creekside	-674.32
Bill	15109009	04/22/2022		536.301 · Water Services	-4,735.72
Bill	15111512	04/22/2022		536.301 · Water Services	-9.59
Bill	15111513	04/22/2022		536.301 · Water Services	-25.38
Bill	15111514	04/22/2022		536.301 · Water Services	-9.59
Bill	15111518	04/22/2022		536.301 · Water Services	-40.76
Bill	15111519	04/22/2022		536.301 · Water Services	-69.54
Bill	15111521	04/22/2022		536.301 · Water Services	-23.03
Bill	15111522	04/22/2022		536.301 · Water Services	-105.91
Bill	15111523	04/22/2022		536.301 · Water Services	-57.47
Bill	15111524	04/22/2022		536.301 · Water Services	-47.98

Grand Haven CDD
Check Detail
May 2022

Type	Num	Date	Name	Account	Paid Amount
Bill	15111525	04/22/2022		536.301 · Water Services	-24.12
Bill	15111526	04/22/2022		536.301 · Water Services	-9.59
Bill	15111527	04/22/2022		536.301 · Water Services	-25.21
Bill	15111528	04/22/2022		536.301 · Water Services	-45.17
Bill	15111529	04/22/2022		536.301 · Water Services	-53.98
Bill	15111530	04/22/2022		536.301 · Water Services	-18.63
Bill	15111531	04/22/2022		536.301 · Water Services	-111.84
Bill	15111532	04/22/2022		536.301 · Water Services	-9.59
Bill	15111534	04/22/2022		536.301 · Water Services	-18.34
Bill	15111535	04/22/2022		536.301 · Water Services	-14.85
Bill	15111536	04/22/2022		536.301 · Water Services	-16.11
Bill	15111537	04/22/2022		536.301 · Water Services	-16.91
Bill	15111538	04/22/2022		536.301 · Water Services	-9.59
Bill	15111540	04/22/2022		536.301 · Water Services	-9.59
Bill	15111541	04/22/2022		536.301 · Water Services	-24.81
Bill	15111544	04/22/2022		536.301 · Water Services	-9.59
Bill	15111560	04/22/2022		536.301 · Water Services	-33.67
Bill	15112303	04/22/2022		536.301 · Water Services	-7.52
Bill	15112304	04/22/2022		536.301 · Water Services	-29.68
Bill	15112305	04/22/2022		536.301 · Water Services	-7.52
Bill	15112306	04/22/2022		536.301 · Water Services	-7.52
Bill	15112307	04/22/2022		536.301 · Water Services	-598.35
Bill	15112308	04/22/2022		536.301 · Water Services	-1,095.23
Bill	15112550	04/22/2022		536.301 · Water Services	-9.59
Bill	15111561	04/22/2022		536.301 · Water Services	-9.59
Bill	15111562	04/22/2022		536.301 · Water Services	-18.11
Bill	15111564	04/22/2022		536.301 · Water Services	-9.59
Bill	15111570	04/22/2022		536.301 · Water Services	-29.67
Bill	15111571	04/22/2022		536.301 · Water Services	-162.69
Bill	15111574	04/22/2022		536.301 · Water Services	-47.53
Bill	15112180	04/22/2022		536.301 · Water Services	-26.00
Bill	15111941	04/22/2022		536.301 · Water Services	-475.73
Bill	15113912	04/22/2022		536.301 · Water Services	-616.88
Bill	15111972	04/22/2022		536.301 · Water Services	-245.53
Bill	15111973	04/22/2022		536.301 · Water Services	-9.59
Bill	15113934	04/22/2022		536.301 · Water Services	-516.48
Bill	15113935	04/22/2022		536.301 · Water Services	-9.59
Bill	15113671	04/22/2022		536.301 · Water Services	-258.61
Bill	15113672	04/22/2022		536.301 · Water Services	-287.64
Bill	15111517	04/26/2022		536.304 · Water - Village ...	-1,117.30
TOTAL					-11,846.82
Bill Pmt -Check	1802	05/05/2022	Clark & Albaugh, L...	1101000 · Cash- Operati...	
Bill	17915	05/03/2022		514.007 · Legal - General ...	-5,636.50
TOTAL					-5,636.50
Bill Pmt -Check	1803	05/05/2022	Community Controls	1101000 · Cash- Operati...	
Bill	AAAO0589244	04/27/2022		529.103 · Gate Communic...	-1,475.90
TOTAL					-1,475.90
Bill Pmt -Check	1804	05/05/2022	Daytona Pressure	1101000 · Cash- Operati...	
Bill	2854	04/25/2022		572.785 · Community Mai...	-14.38
TOTAL					-14.38

Grand Haven CDD Check Detail May 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	1805	05/05/2022	FL Dep. of Health	1101000 · Cash- Operati...	
Bill	18-BID-5867677	05/01/2022		572.713 · Pool / Spa Permit	-125.00
Bill	18-BID-5867678	05/01/2022		572.713 · Pool / Spa Permit	-125.00
Bill	18-BID-5867679	05/01/2022		572.713 · Pool / Spa Permit	-125.00
Bill	18-BID-5867680	05/01/2022		572.713 · Pool / Spa Permit	-250.00
Bill	18-BID-5867681	05/01/2022		572.713 · Pool / Spa Permit	-250.00
TOTAL					-875.00
Bill Pmt -Check	1806	05/05/2022	FPL	1101000 · Cash- Operati...	
Bill	02759-70333 04.22	04/27/2022		531.309 · Electric - Creeks...	-478.49
Bill	70187-87064 04.22	04/27/2022		531.309 · Electric - Creeks...	-1,198.71
Bill	96687-18308 04.22	04/27/2022		531.304 · Electric - Village...	-2,325.37
Bill	04372-49345 04.22	04/27/2022		531.307 · Street Lights	-28.22
Bill	05037-89539 04.22	04/27/2022		531.307 · Street Lights	-17.89
Bill	12154-81233 04.22	04/27/2022		531.301 · Electric Services	-25.43
Bill	19787-21338 04.22	04/27/2022		531.301 · Electric Services	-44.43
Bill	23753-67154 04.22	04/27/2022		531.307 · Street Lights	-59.94
Bill	32277-12316 04.22	04/27/2022		531.301 · Electric Services	-36.44
Bill	46892-40333 04.22	04/27/2022		531.307 · Street Lights	-10.01
Bill	61848-75257 04.22	04/27/2022		531.307 · Street Lights	-14.43
Bill	69630-56590 04.22	04/27/2022		531.307 · Street Lights	-15.35
Bill	75081-99150 04.22	04/27/2022		531.307 · Street Lights	-15.35
Bill	94837-67167 04.22	04/27/2022		531.301 · Electric Services	-98.66
TOTAL					-4,368.72
Bill Pmt -Check	1807	05/05/2022	FPL Summary	1101000 · Cash- Operati...	
Bill	04.2022	04/29/2022		531.301 · Electric Services	-300.71
				531.307 · Street Lights	-1,312.31
TOTAL					-1,613.02
Bill Pmt -Check	1808	05/05/2022	Guard One Protecti...	1101000 · Cash- Operati...	
Bill	124440	05/03/2022		529.306 · Gate Access Co...	-8,030.24
TOTAL					-8,030.24
Bill Pmt -Check	1809	05/05/2022	Jason Shaw	1101000 · Cash- Operati...	
Bill	042722	04/27/2022		539.619 · Tree Maintenance	-2,500.00
TOTAL					-2,500.00
Bill Pmt -Check	1810	05/05/2022	Kimley-Horn	1101000 · Cash- Operati...	
Bill	142434000-0222	02/28/2022		519.320 · Engineering	-5,914.14
Bill	142434000-0322	03/31/2022		519.320 · Engineering	-5,331.08
TOTAL					-11,245.22
Bill Pmt -Check	1811	05/05/2022	NetFortris	1101000 · Cash- Operati...	
Bill	IN-US1174891	04/29/2022		572.707 · Village Center P...	-546.92
TOTAL					-546.92

Grand Haven CDD
Check Detail
 May 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	1812	05/05/2022	Precision Land Gra...	1101000 · Cash- Operati...	
Bill	426	05/01/2022		539.606 · Landscape Main...	-4,033.33
TOTAL					-4,033.33
Bill Pmt -Check	1813	05/05/2022	The Gate Store, Inc.	1101000 · Cash- Operati...	
Bill	19505	05/01/2022		529.700 · Guardhouse/Gat...	-240.00
TOTAL					-240.00
Bill Pmt -Check	1814	05/05/2022	Vector Security, Inc.	1101000 · Cash- Operati...	
Bill	69962116	04/25/2022		572.907 · Fire & Security ...	-89.95
TOTAL					-89.95
Bill Pmt -Check	1815	05/05/2022	VerdeGo	1101000 · Cash- Operati...	
Bill	8123	04/30/2022		539.659 · Landscape Proj...	-4,412.53
Bill	8067	05/01/2022		539.604 · Landscape Main...	-48,817.82
TOTAL					-53,230.35
Bill Pmt -Check	1816	05/05/2022	WebWatchDogs	1101000 · Cash- Operati...	
Bill	7607	04/26/2022		529.700 · Guardhouse/Gat...	-199.00
TOTAL					-199.00
Bill Pmt -Check	1817	05/05/2022	Welch Tennis Cour...	1101000 · Cash- Operati...	
Bill	66648	04/28/2022		572.780 · Amenity Mainte...	-149.02
TOTAL					-149.02
Bill Pmt -Check	1818	05/05/2022	AT&T	1101000 · Cash- Operati...	
Bill	386 446-0940 05/22	05/01/2022		529.736 · Gate Operating ...	-240.24
TOTAL					-240.24
Bill Pmt -Check	1819	05/05/2022	Massey Services Inc.	1101000 · Cash- Operati...	
Bill	47617092	03/18/2022		572.765 · Pest Control	-50.00
TOTAL					-50.00
Bill Pmt -Check	1820	05/10/2022	John Polizzi	1101000 · Cash- Operati...	
Bill	050522-workshop	05/05/2022		1511101 · P/R - BOS Wor...	-200.00
TOTAL					-200.00
Bill Pmt -Check	1821	05/10/2022	Chip Howden	1101000 · Cash- Operati...	
Bill	50522-workshop	05/05/2022		1511101 · P/R - BOS Wor...	-200.00
TOTAL					-200.00

Grand Haven CDD
Check Detail
May 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	1822	05/10/2022	Kevin Foley	1101000 · Cash- Operati...	
Bill	050522	05/05/2022		1511101 · P/R - BOS Wor...	-200.00
TOTAL					-200.00
Bill Pmt -Check	1823	05/10/2022	Michael Flanagan	1101000 · Cash- Operati...	
Bill	050522-workshop	05/05/2022		1511101 · P/R - BOS Wor...	-200.00
TOTAL					-200.00
Bill Pmt -Check	1824	05/13/2022	DPFG	1101000 · Cash- Operati...	
Bill	399010	04/30/2022		1100000 · Administrative	-14.71
TOTAL					-14.71
Bill Pmt -Check	1825	05/13/2022	A & A Lock, Inc.	1101000 · Cash- Operati...	
Bill	104177	05/05/2022		572.780 · Amenity Mainte...	-150.00
TOTAL					-150.00
Bill Pmt -Check	1826	05/13/2022	Amazon Business	1101000 · Cash- Operati...	
TOTAL					0.00
Bill Pmt -Check	1827	05/13/2022	Community Controls	1101000 · Cash- Operati...	
Bill	AAAO590777	05/06/2022		529.103 · Gate Communic...	-267.90
TOTAL					-267.90
Bill Pmt -Check	1828	05/13/2022	Culligan	1101000 · Cash- Operati...	
Bill	412932 04-22	04/30/2022		572.780 · Amenity Mainte...	-96.90
Bill	395392 04-22	04/30/2022		572.780 · Amenity Mainte...	-72.90
Bill	395376 04-22	04/30/2022		572.780 · Amenity Mainte...	-8.90
TOTAL					-178.70
Bill Pmt -Check	1829	05/13/2022	Curleytail Design, I...	1101000 · Cash- Operati...	
Bill	12692	01/31/2022		529.700 · Guardhouse/Gat...	-1,475.00
TOTAL					-1,475.00
Bill Pmt -Check	1830	05/13/2022	Florida Style Trim	1101000 · Cash- Operati...	
Bill	72933	05/05/2022		539.755 · Unbudgeted Ca...	-585.07
TOTAL					-585.07

Grand Haven CDD Check Detail May 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	1831	05/13/2022	Home Depot	1101000 · Cash- Operati...	
Bill	0012055	03/28/2022		572.785 · Community Mai...	-4.63
Bill	215685	04/04/2022		539.651 · Sidewalk Replac...	-350.00
Bill	6025284	04/21/2022		572.785 · Community Mai...	-31.94
Bill	2270509	04/25/2022		572.785 · Community Mai...	-59.94
TOTAL					-446.51
Bill Pmt -Check	1832	05/13/2022	Jason Shaw	1101000 · Cash- Operati...	
Bill	050522	05/05/2022		539.619 · Tree Maintenance	-2,500.00
TOTAL					-2,500.00
Bill Pmt -Check	1833	05/13/2022	Louise Leister	1101000 · Cash- Operati...	
Bill	01522	05/08/2022		539.600 · Horticultural Co...	-800.00
TOTAL					-800.00
Bill Pmt -Check	1834	05/13/2022	Mid Florida Directi...	1101000 · Cash- Operati...	
Bill	1529	04/22/2022		529.700 · Guardhouse/Gat...	-2,000.00
TOTAL					-2,000.00
Bill Pmt -Check	1835	05/13/2022	SE Cline	1101000 · Cash- Operati...	
Bill	9728	05/09/2022		572.785 · Community Mai...	-1,445.00
TOTAL					-1,445.00
Bill Pmt -Check	1836	05/13/2022	Solitude Lake Man...	1101000 · Cash- Operati...	
Bill	PI-A00806114	05/01/2022		538.605 · Aquatic Contract...	-374.48
Bill	PI-A00806113	05/01/2022		538.602 · Aquatic Contract	-4,301.42
TOTAL					-4,675.90
Bill Pmt -Check	1837	05/13/2022	VerdeGo	1101000 · Cash- Operati...	
Bill	8154	04/30/2022		539.608 · Landscape Rep...	-2,300.00
TOTAL					-2,300.00
Bill Pmt -Check	1838	05/13/2022	WebstaurantStore	1101000 · Cash- Operati...	
TOTAL					0.00
Bill Pmt -Check	1839	05/13/2022	WebstaurantStore	1101000 · Cash- Operati...	
Bill	73817188	04/06/2022		572.780 · Amenity Mainte...	-138.83
Bill	73856958	04/07/2022		572.780 · Amenity Mainte...	-23.74
Bill	74164157	04/18/2022		572.780 · Amenity Mainte...	-106.59
Bill	74360668	04/25/2022		572.780 · Amenity Mainte...	-180.73
Bill	74431625	04/27/2022		572.780 · Amenity Mainte...	-38.89
TOTAL					-488.78

Grand Haven CDD
Check Detail
 May 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	1840	05/13/2022	Amazon Business	1101000 · Cash- Operati...	
Bill	14CR-DD3V-617D	05/05/2022		572.702 · Office Supplies ...	-63.04
Bill	1WG7-1K6X-3Y94	05/10/2022		539.755 · Unbudgeted Ca...	-88.25
TOTAL					-151.29
Bill Pmt -Check	1841	05/23/2022	Chip Howden	1101000 · Cash- Operati...	
Bill	051922	05/23/2022		1511001 · P/R - Board of ...	-200.00
TOTAL					-200.00
Bill Pmt -Check	1842	05/23/2022	Dr. Merrill Stass-Is...	1101000 · Cash- Operati...	
Bill	051922	05/23/2022		1511001 · P/R - Board of ...	-200.00
TOTAL					-200.00
Bill Pmt -Check	1843	05/23/2022	John Polizzi	1101000 · Cash- Operati...	
Bill	051922	05/23/2022		1511001 · P/R - Board of ...	-200.00
TOTAL					-200.00
Bill Pmt -Check	1844	05/23/2022	Kevin Foley	1101000 · Cash- Operati...	
Bill	051922	05/23/2022		1511101 · P/R - BOS Wor...	-200.00
TOTAL					-200.00
Bill Pmt -Check	1845	05/23/2022	Michael Flanagan	1101000 · Cash- Operati...	
Bill	051922	05/23/2022		1511001 · P/R - Board of ...	-200.00
TOTAL					-200.00
Bill Pmt -Check	1846	05/26/2022	Allied Administrators	1101000 · Cash- Operati...	
Bill	06.2022	05/25/2022		572.913 · Health Insurance	-163.80
TOTAL					-163.80
Bill Pmt -Check	1847	05/26/2022	Amazon Business	1101000 · Cash- Operati...	
Bill	1WVP-P4JN-TD7K	05/11/2022		539.755 · Unbudgeted Ca...	-194.88
Bill	1RV1-4FMQ-9N6V	05/11/2022		572.780 · Amenity Mainte...	-293.35
Bill	1H7N-X13R-YC3N	05/12/2022		572.780 · Amenity Mainte...	-241.19
Bill	1V9D-VN9L-19NP	05/16/2022		572.780 · Amenity Mainte...	-80.16
Bill	1V9D-VN9L-RTRD	05/17/2022		572.780 · Amenity Mainte...	-89.06
Bill	14VT-PQNV-CNMW	05/18/2022		572.780 · Amenity Mainte...	-223.92
Bill	144H-J1TK-VC9X	05/18/2022		572.702 · Office Supplies ...	-36.99
TOTAL					-1,159.55

Grand Haven CDD Check Detail May 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	1848	05/26/2022	AT&T	1101000 · Cash- Operati...	
Bill	386 447-3959 05/22	05/08/2022		529.736 · Gate Operating ...	-237.26
Bill	386 447-0244 05/22	05/08/2022		529.736 · Gate Operating ...	-671.15
Bill	386 447-0206 05/22	05/08/2022		529.736 · Gate Operating ...	-231.76
Bill	386 447-8191 05/22	05/08/2022		529.736 · Gate Operating ...	-253.34
TOTAL					-1,393.51
Bill Pmt -Check	1849	05/26/2022	AT&T Mobility	1101000 · Cash- Operati...	
Bill	X05142022	05/06/2022		529.739 · Landlines / Hot ...	-209.50
TOTAL					-209.50
Bill Pmt -Check	1850	05/26/2022	Bug-Guard Service...	1101000 · Cash- Operati...	
Bill	212695	05/05/2022		572.765 · Pest Control	-25.00
Bill	212696	05/05/2022		572.765 · Pest Control	-25.00
TOTAL					-50.00
Bill Pmt -Check	1851	05/26/2022	DoorKing Inc.	1101000 · Cash- Operati...	
Bill	1805280	05/10/2022		529.736 · Gate Operating ...	-32.95
TOTAL					-32.95
Bill Pmt -Check	1852	05/26/2022	Guard One Protecti...	1101000 · Cash- Operati...	
Bill	125127	05/17/2022		529.306 · Gate Access Co...	-8,030.24
TOTAL					-8,030.24
Bill Pmt -Check	1853	05/26/2022	Jason Shaw	1101000 · Cash- Operati...	
Bill	042022	04/20/2022		539.619 · Tree Maintenance	-2,500.00
Bill	051222	05/12/2022		539.619 · Tree Maintenance	-2,500.00
				539.660 · Firewise Project	-1,800.00
TOTAL					-6,800.00
Bill Pmt -Check	1854	05/26/2022	Massey Services Inc.	1101000 · Cash- Operati...	
Bill	48187972	05/17/2022		572.765 · Pest Control	-45.00
TOTAL					-45.00
Bill Pmt -Check	1855	05/26/2022	VerdeGo	1101000 · Cash- Operati...	
Bill	8214	05/13/2022		539.659 · Landscape Proj...	-3,561.05
TOTAL					-3,561.05
Bill Pmt -Check	Fort 050622	05/06/2022	Debit Card Purcha...	1101000 · Cash- Operati...	
Bill	JF0143RREV2	05/06/2022		539.755 · Unbudgeted Ca...	-5,268.77
TOTAL					-5,268.77

Grand Haven CDD
Check Detail
May 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	050922ACH	05/09/2022	ADP	1101000 · Cash- Operati...	
Bill	050922	05/09/2022		572.910 · Payroll Expense 572.302 · Payroll Taxes	-102.31 -80.35
TOTAL					-182.66
Bill Pmt -Check	050922ACH	05/09/2022	Barry Kloptosky	1101000 · Cash- Operati...	
Bill	050922	05/09/2022		572.910 · Payroll Expense	-948.07
TOTAL					-948.07
Bill Pmt -Check	Amaz 051122	05/11/2022	Debit Card Purcha...	1101000 · Cash- Operati...	
Bill	Amazon 05/11/22	05/11/2022		529.700 · Guardhouse/Gat...	-186.48
TOTAL					-186.48
Bill Pmt -Check	Ston 051722	05/17/2022	Debit Card Purcha...	1101000 · Cash- Operati...	
Bill	T20-089962	05/17/2022		572.780 · Amenity Mainte...	-569.60
TOTAL					-569.60
Bill Pmt -Check	Ston 051822	05/18/2022	Debit Card Purcha...	1101000 · Cash- Operati...	
Bill	T20-090026	05/18/2022		572.780 · Amenity Mainte...	-569.60
TOTAL					-569.60
Bill Pmt -Check	Stap 052022	05/20/2022	Debit Card Purcha...	1101000 · Cash- Operati...	
Bill	307706314	05/20/2022		572.702 · Office Supplies ...	-34.38
TOTAL					-34.38
Bill Pmt -Check	01ACH052522	05/25/2022	Florida Blue	1101000 · Cash- Operati...	
Bill	75775048	05/18/2022		572.913 · Health Insurance	-6,659.12
TOTAL					-6,659.12
Bill Pmt -Check	52722ACH	05/20/2022	ADP	1101000 · Cash- Operati...	
Bill	606118827	05/20/2022		1511002 · Payroll Services	-148.41
TOTAL					-148.41
Bill Pmt -Check	Stap 052722	05/27/2022	Debit Card Purcha...	1101000 · Cash- Operati...	
Bill	308063716	05/27/2022		572.702 · Office Supplies ...	-103.99
TOTAL					-103.99

Grand Haven CDD
Check Detail
May 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	ACH 053122	05/31/2022	Lowe's	1101000 · Cash- Operati...	
Bill	905036	03/11/2022		572.780 · Amenity Mainte...	-457.31
Bill	902064	04/26/2022		572.785 · Community Mai...	-14.05
Bill	911109	04/26/2022		539.654 · Phase 3 Bathro...	-109.75
Bill	909695	05/02/2022		572.785 · Community Mai...	-143.65
Bill	961700	05/03/2022		539.654 · Phase 3 Bathro...	-571.27
				572.785 · Community Mai...	-24.43
Bill	901003	05/09/2022		572.780 · Amenity Mainte...	-71.63
				572.785 · Community Mai...	-59.42
				539.755 · Unbudgeted Ca...	-97.80
				539.654 · Phase 3 Bathro...	-87.38
Bill	919982	05/12/2022		572.785 · Community Mai...	-106.98
Bill	902331	05/12/2022		572.780 · Amenity Mainte...	-23.44
				572.785 · Community Mai...	-129.08
				572.702 · Office Supplies ...	-26.88
Bill	911279	05/13/2022		572.780 · Amenity Mainte...	-42.65
Bill	961999	05/19/2022		572.780 · Amenity Mainte...	-79.78
				572.785 · Community Mai...	-35.79
				539.755 · Unbudgeted Ca...	-5.07
				539.654 · Phase 3 Bathro...	-28.48
Bill	901378	05/20/2022		572.780 · Amenity Mainte...	-77.32
Bill	901781	05/24/2022		572.785 · Community Mai...	-228.44
Bill	923139	05/24/2022		539.654 · Phase 3 Bathro...	-87.36
Bill	914008	05/24/2022		572.785 · Community Mai...	-63.63
TOTAL					-2,571.59
Bill Pmt -Check	519222ACH	05/20/2022	ADP	1101000 · Cash- Operati...	
Bill	605654691	05/13/2022		1511002 · Payroll Services	-127.75
TOTAL					-127.75



250 International Parkway, Suite 280
 Lake Mary, FL 32746
 TEL: 321-263-0132

Bill To

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

Invoice

Date 5/1/2022
Invoice # 398265

In Reference To:

Monthly contracted management fess, as follows:

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

Description	Quantity	Rate	Amount
Professional Management Services	1		3,260.42
Administrative Services	1		866.67
Accounting Services	1		1,789.58
Assessment Roll & Revenue Collection Services	1		787.50

Total \$6,704.17

Clark & Albaugh, LLP
 700 W. Morse Blvd., Suite 101
 Winter Park, Florida 32789

Phone: (407) 647-7600

Fax: (407) 647-7622

Grand Haven CDD
 DPGF
 250 International Parkway, Suite 208
 Lake Mary, Florida 32746

*Code 2022
 Legal Counsel
 514.007*

May 3, 2022

Attention:

RE: General matters

BARRY J. KLOPFER

File # 7188-001
 Invoice # 17915

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Apr-02-22	correspondence regarding claim letter received and processed with insurance company	0.20	57.00	SDC
Apr-04-22	various correspondence with chair and manager regarding meeting and website question	0.40	114.00	SDC
Apr-06-22	telephone call with manager regarding RFP responses; telephone call with chair and review of status of pool lift regulations; discussion of upcoming agenda; review of draft budget materials	2.10	598.50	SDC
Apr-08-22	Credit for duplicate entry on invoice #17657 dated 10/1/21.		-2,172.50	SDC
	correspondence with chair; correspondence with manager	0.40	114.00	SDC
	correspondence regarding workshop issues raised and status of projects; telephone call with manager regarding RFP results and recommendation	0.60	171.00	SDC
	Drafting proposed resolution setting FY 2022-2023 workshop and meeting dates.	0.80	228.00	MEA
Apr-11-22	correspondence regarding public records	0.50	142.50	SDC

	response; review of resolution regarding meeting dates and related correspondence			
Apr-12-22	review of records regarding city stormwater easement and meeting preparation; review of draft of resolution setting dates and related correspondence; correspondence regarding RFP	2.40	684.00	SDC
	Research pertaining to exemptions from Public Records; Office conference with SDC regarding same.	0.60	171.00	MEA
Apr-13-22	correspondence with manager regarding agenda topics; correspondence with Jackie Ledger regarding agenda; review of draft resolution regarding budget	0.70	199.50	SDC
	correspondence with manager regarding meeting resolution; review of draft of resolutions and related correspondence review of draft of resolution regarding budget approval and related correspondence	1.30	370.50	SDC
	Drafting resolution approving FY 2022/2023 budget and setting hearing.	0.60	171.00	MEA
Apr-14-22	review of public records regarding Ditch 10 materials; review of RFP proposal and preparation of comparison of price; preparation of meeting materials; correspondence and telephone call with district manager regarding meeting topics; review of related correspondence	4.20	1,197.00	SDC
Apr-18-22	correspondence regarding meeting topics	0.30	85.50	SDC
	correspondence regarding rules related to cafe use; review of minutes and rule drafts; telephone call with Barry regarding Wild Oaks manhole fix	0.70	199.50	SDC
Apr-19-22	telephone call with chair; agenda review and meeting preparation; telephone call with Sup. Foley	0.80	228.00	SDC
Apr-20-22	review of agenda materials and meeting preparation	1.20	342.00	SDC
Apr-21-22	attendance at board meeting	8.40	2,394.00	SDC

Apr-22-22	correspondence and document review of regarding meeting resolution	0.30	85.50	SDC
Apr-25-22	review of board correspondence regarding amenity rules; review of action items followup list and related correspondence from April meeting	0.50	142.50	SDC
Apr-29-22	provide edits to engineering publication and correspondence with management staff regarding publishing and RFP procedure	0.40	114.00	SDC
Totals		27.40	<u>\$5,636.50</u>	

Total Fee & Disbursements

\$5,636.50

Previous Balance

6,932.83

Previous Payments

6,932.83

Balance Now Due

\$5,636.50

TAX ID Number 26-1572385

EXHIBIT 9

1 **MINUTES OF MEETING**

2 **GRAND HAVEN**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Workshop Meeting of the Board of Supervisors of the Grand Haven Community Development
5 District was held on Thursday, May 5, 2022 at 9:03 a.m. in the Grand Haven Room, at the Grand Haven
6 Village Center, 2001 Waterside Parkway, Palm Coast, Florida 32137.

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

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

9 Present and constituting a quorum were:

10	Chip Howden	Board Supervisor, Chairman
11	Kevin Foley	Board Supervisor, Vice Chairman
12	Michael Flanagan (<i>joined in progress</i>)	Board Supervisor, Assistant Secretary
13	John Polizzi	Board Supervisor, Assistant Secretary

14 Also present were:

15	David McInnes	District Manager, DPGF Management & Consulting
16	Barry Kloptosky	CDD Operations Manager
17	Vanessa Stepniak	CDD Office Manager
18	Mark Rohrbeck (<i>via phone</i>)	Celera

19 *The following is a summary of the discussions and actions taken at the May 5, 2022 Grand Haven CDD*
20 *Board of Supervisors Workshop Meeting.*

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

22 The Pledge of Allegiance was recited.

23 Prior to proceeding with the next order of business, Mr. McInnes noted complaints about side
24 conversations being picked up by microphones making meeting recordings highly difficult to
25 interpret. Mr. McInnes requested for Supervisors to mute their microphones when not speaking in
26 order to minimize background noise.

27 **THIRD ORDER OF BUSINESS – Presentation by Celera – Virtual CIO**

28 Mr. Rohrbeck gave a presentation on behalf of Celera, giving an overview of the company’s work
29 to date and their action plan framework to identify and protect against threats, and to respond and
30 recover after attacks. A copy of the presentation was distributed to the Board at this meeting, and
31 provided for the District’s records.

32 (*Mr. Flanagan joined the meeting at 9:25 a.m.*)

33 The Board discussed the devices and firewall considerations, areas of critical concern for the CDD,
34 and Celera’s security operations center. Mr. Polizzi asked whether a cloud option was viable rather
35 than just upgrading the Microsoft CRM onto a server. Comments were made about forming a
36 roadmap for solutions by working with Ms. Stepniak and Mr. Kloptosky for their input. Mr.
37 Howden stressed a need to get a list of immediate actions that needed to be taken, and urged the
38 Board to provide input to Ms. Stepniak, commenting on her position as a contact point between the
39 Board and Celera. Mr. Foley indicated the importance for Celera to understand the District’s
40 business practices and specific needs in order to provide the best recommendations for ticketing
41 systems and gate access solutions. In response to questions from Mr. Flanagan about the timeframe
42 for addressing gaps and risk areas, Mr. Rohrbeck explained that while the priority was transitioning
43 the current CRM server, other items such as multi-factor authentication and password manager
44 software training were in progress. Mr. Rohrbeck stated that he hoped for security to turn green by

45 the end of June. Mr. Flanagan acknowledged Celera's assessment of the District's system and
46 infrastructure, and indicated that technology was driven by plans based on business-focused input.
47 Mr. Flanagan commented that he felt that the strategic roadmap being presented was centered
48 around hardware, and that a more comprehensive business roadmap would need information about
49 software, structure, processes, and his recommendations to the District as the CIO on approaches
50 to take.

51 The Board requested for a follow-up presentation to take place at the regular meeting scheduled for
52 July 21, with a summarized report on expected deliverables and next steps.

53 Following the presentation and discussion, Mr. Kloptosky provided additional insight on the level
54 of communication between Ms. Stepniak and Mr. Rohrbeck/Celera staff. Further discussion on the
55 benefits versus the cost ensued among Board members.

56 Mr. Flanagan and Mr. Polizzi noted the ticketing system, with comments made regarding the
57 system currently used by the master association. Mr. Howden asked whether this could potentially
58 reduce resident complaints while not increasing workload if a similar system were to be
59 implemented for the CDD. Mr. Howden also asked whether the tablets for the Supervisors to access
60 agendas and take notes may be a security risk. Mr. McInnes additionally provided comment on
61 email communications, and discussion ensued on Supervisors interfacing with Outlook servers.

62 **FOURTH ORDER OF BUSINESS – Discussion Items**

63 A. Exhibit 1: Discussion of Meeting Process

64 Mr. Howden suggested that some items that the Board held discussions on could be expedited with
65 staff being consulted for input earlier, noting that overnight parking discussions in particular could
66 have been more efficient with this approach. Mr. Howden remarked that workshopping items prior
67 to bringing them up at regular meetings could improve meeting processes and lower costs for
68 District staff attending on an hourly fee basis. Mr. Howden urged the Board to keep a four-hour
69 meeting duration target in mind.

70 Mr. Foley provided an overview of his calculations of legal fees for the average five-hour meeting
71 times, indicating that the single largest legal expense incurred by the District was for meetings and
72 their preparation. Mr. Foley suggested that the Board could cut meetings down to three hours with
73 a properly disciplined approach and appropriate workshopping.

74 Mr. Flanagan noted that the Celera presentation was not a meeting item that involved the Board
75 making a decision via motion and vote by the end of it, and suggested that similar presentations
76 could be moved to workshop meetings rather than regular meetings. Mr. Howden additionally
77 suggested for presentation materials to be distributed to the Board about a week ahead of time for
78 the purposes of prior review and meeting preparedness. Mr. Flanagan agreed, adding that this would
79 allow for individual conversations with the presenter beforehand and for some questions to be
80 answered ahead of meetings.

81 Mr. Polizzi suggested for agendas to be organized to target specific times, commenting negatively
82 on taking meeting agendas out of order and getting out of sync when attempting to reorganizing
83 the sequence of business items.

84 Mr. McInnes observed that the Board frequently agreed on action items, and that split votes on
85 motions were somewhat uncommon during the time he had worked with the District. Mr. McInnes
86 suggested that discussing why each Supervisor agreed with a given motion could be shortened,
87 leaving the lengthier discussions for instances where the Board may disagree on a decision or on
88 viewpoints.

89 *(The Board recessed the meeting at 11:06 a.m., and reconvened at 11:26 a.m.)*

90 Prior to the next discussion item, Mr. Howden noted that District Counsel planned on having a
91 presentation based on the comments that the Board had sent in regarding the District's rules and
92 regulations. Mr. Howden requested that the Board review this ahead of time, and to pose legal
93 questions at the regular meeting, but to reserve more in-depth discussion for the June workshop
94 meeting.

95 B. Discussion of Meeting & Workshop Start Times

96 Mr. Howden noted that Dr. Merrill had previously brought up the discussion point of potentially
97 changing the meeting times, and recalled that the start times had originally been moved back from
98 10:00 a.m. to 9:00 a.m. due to meeting lengths. Mr. Howden commented that he did not feel that
99 changing times to the evenings would significantly change attendance, and expressed his preference
100 for continuing with morning meetings, which Mr. Foley and Mr. Flanagan concurred with.

101 Mr. Polizzi stated that he was not opposed to afternoon meetings, though acknowledged that this
102 may be more difficult for staff. Mr. Polizzi noted that having afternoon meetings would necessitate
103 further discussion as to when in the afternoon the new meeting times should be set, if the reasoning
104 was for residents to be able to get back from their commutes and attend meetings.

105 The Board asked for District staff's input, and Mr. Kloptosky agreed with Mr. Polizzi's statements
106 on evening meetings being more difficult for staff. Mr. McInnes added that he didn't see much
107 benefit in moving morning meetings from 9 a.m. to 10 a.m.

108 The Board came to a consensus to continue to start both regular and workshop meetings at 9:00
109 a.m.

110 C. Exhibit 2: Discussion of Resident Survey (Continued)

111 Mr. Polizzi gave an overview of the most recent draft of the resident survey that had been developed
112 based on submitted questions from Supervisors and discussions with the vendors. Mr. Polizzi noted
113 that the recommended length of a survey was in the 15-20 question range per the vendors, and
114 noted the importance for the set of questions to be concise. Mr. Polizzi additionally noted that cost
115 implications were avoided on individual survey questions aside from those specifically regarding
116 assessments.

117 Mr. Howden asked whether a resident survey was the best method for generating input from
118 residents for the purposes of the District's long term capital planning. Mr. Foley stated that he was
119 unsure if there were great alternatives.

120 Mr. Polizzi went through the list of questions, stating that comments were received in the
121 demographics section suggesting for questions related to renting/ownership and any dependents
122 living in Grand Haven. Mr. Howden asked about the renting question, recalling previous
123 discussions about sending surveys specifically to property owners for their responses. Mr. McInnes
124 noted that Dr. Merrill had sent in a comment about this as well.

125 Mr. Polizzi noted that the comments sections under questions would be expanded for the actual
126 survey, allowing for residents to give more input. Discussion ensued regarding wording of the
127 questions in the amenities section of the survey, with Mr. Howden suggesting that the enhanced or
128 new amenities should be listed by respondents based on order of importance. Mr. Foley asked
129 whether the question on effective access of amenities was relevant to long-term capital planning or
130 if it would have an impact on the Board's decisions. Mr. Polizzi acknowledged that this was an
131 operational question more so than a planning question and that he could restructure and share at the
132 next meeting with the amenities update. Mr. Polizzi added that there were notes left on the Village
133 Center Café question in favor of clarifying the actual nature of expansion versus what minimal
134 investment would look like. Mr. Foley commented that the simplified version of this would boil
135 down to questions on whether residents supported a remodel and whether they also supported an

136 expansion, and that the nature of the expansion could be determined by an architect hypothetically
137 brought in. Comments were made regarding the financial scale of addressing the Café.

138 Mr. Howden explained that comments had been added to the parking expansion question due to the
139 volume of questions he had been receiving from residents on the matter. Mr. Foley questioned why
140 this was on the survey, indicating that the parking issues were known and that the Board planned
141 on doing something about it. Mr. Polizzi stated that he would be comfortable removing the item
142 from the survey, and suggested that the next meeting involving parking lot expansion discussion
143 could be highlighted for residents' awareness.

144 Mr. Howden commented on proposed Question 8, stating that he believed District Counsel planned
145 on presenting some background on e-bikes as one of the other personal conveyances at the next
146 workshop. Mr. Howden suggested that this could affect rules and policies. Mr. Flanagan
147 additionally suggested that this was an engineering question that may need further investigation, as
148 he felt it was unclear whether there was space for the separate path for personal conveyances to
149 begin with.

150 Mr. Flanagan noted that he had proposed Question 9 on selling off Parcel K as he felt that the
151 District holding the parcel may be questionable if it was determined that expansion would not need
152 to proceed. Mr. Foley suggested that many residents may be unaware of what Parcel K was, and
153 Mr. Polizzi expressed concerns about asking open-ended questions like what to do with Parcel K
154 without having any idea on what answers might largely be. Mr. Flanagan suggested for discussion
155 of the parcel to be part of the matrix for a future meeting, and the Board came to a consensus to
156 remove Question 9 in favor of Board discussion instead.

157 Mr. Polizzi presented the questions under the Safety and Security section, first questioning whether
158 the CDD held the power to alter speed limits as mentioned in Question 1. Mr. Howden stated that
159 he was unsure whether this was within the District's powers. Mr. Flanagan suggested that the
160 question could be altered to ask about traffic control in general. Mr. Howden agreed with this,
161 though noted that the "No" responses would need to be edited to remove specific references to
162 altering speed limits. Mr. Polizzi stated that the question could be altered to a "Yes/No/Comments:"
163 response format.

164 Mr. Howden suggested that District Counsel's future discussion on personal conveyances in the
165 community may provide additional insight for Question 2 on safe traversal on the community
166 streets. Mr. Foley asked whether Question 2 would be a major contributor to long term capital
167 planning discussions, and following additional comments on potential redundancies, Mr. Polizzi
168 stated that this question could be removed.

169 Mr. Howden stated that he had changed language on "service level" to "coverage levels" on
170 Question 3, as he felt that this could be more general. Additional discussion ensued regarding
171 specifics of resident access control, particularly as it related to the suggested Question 5 on cell
172 phones potentially being used to open gates. Comments were made suggesting for an open
173 discussion with residents about safety and security.

174 Mr. Polizzi presented the questions under the Landscape and Facilities section. Mr. Polizzi noted
175 that a request had come in to delete Question 2 on the annual rotations schedule, adding that another
176 suggested had been for the removal of a response option for a specific lighter rotation schedule.
177 Mr. Polizzi commented that he personally felt that this question was on the border between a long
178 term capital planning topic and an operational topic. The Board came to a consensus to remove this
179 question.

180 Mr. Polizzi noted a suggestion for Question 3 to reword the language to note the additional money
181 to be spent to get accelerated maintenance. Mr. Foley suggested that this did not need to be stated,
182 as the long-term plan recognized that this was already necessary to accomplish this. Mr. Flanagan

183 suggested that the rewording would ask the community whether they agreed with a decision on the
184 District's part to hire additional staff. Mr. Polizzi suggested that increased staffing was one way of
185 arriving at the solution, but not the only way. Mr. Howden noted that the open positions had been
186 kept in the budget. Mr. Polizzi argued that respondents would understand that costs would be
187 involved with these investments, and that he preferred to keep the wording more concise to
188 maintain the survey at a capital plan level rather than at the operating budget level. Additional
189 discussion ensued on Questions 5 and 6 as to whether they were necessarily related to long-term
190 capital planning.

191 Mr. Polizzi presented the questions under Assessments and Community Finances, noting that
192 multiple requests to remove Question 1 had been received, along with concerns that response option
193 C was too vaguely worded. Mr. Foley commented that he felt that the matter of setting assessments
194 was too complicated and multifaceted to be distilled to a simple question. The Board came t a
195 consensus to remove the question.

196 Mr. Foley commented positively on the angle of Question 2, and Mr. Polizzi acknowledged that
197 while there were requests to reword the language, there had been no requests for its removal
198 initially. Mr. Howden expressed some concerns about its complexity and whether meaningful
199 information could be received. Mr. Flanagan suggested rewording the question to a one-sentence
200 question about whether the District should reduce short-term assessment increases. Mr. Foley
201 suggested that without additional context, more respondents may be swayed in favor of the District
202 securing bonds than they would have otherwise. Mr. Howden suggested that the additional context
203 could be included in a separate paragraph for better readability.

204 Mr. Polizzi provided an update on survey vendor fees, reminding the Board that they could not
205 make an official decision at workshop meetings. Mr. Polizzi stated that SurveyMonkey had revised
206 their proposal and could lower their professional service fees down to \$4,000, though noted that
207 the annual subscription fees would not be reduced unless the District committed with a longer three-
208 year extended agreement. Mr. Polizzi noted that Snap Survey's base fees were at \$2,430, though
209 they had more caveats and additional costs associated depending on the support needed by the
210 District. Comments were made by the Board expressing more support for moving forward with
211 Snap Survey. Mr. Howden stated that he did not feel comfortable being in the position of reading
212 and analyzing the data himself as a Supervisor, stressing the need for a consultant to assist with
213 interpretation and analytics, as well as for data to be in a readable report format as opposed to a raw
214 data spreadsheet. Mr. Polizzi acknowledged that both vendors operated with different business
215 models, and stated that he would continue to communicate with Snap Survey to get additional
216 clarification on their pricing and support model. Additional discussion ensued regarding how
217 surveys would be administered, with comments made regarding kiosks for electronic options. Mr.
218 Polizzi added that he could ask Snap Survey for guidance on methodology to ensure that collected
219 surveys would be from valid and unique residents of the community.

220 Mr. Polizzi indicated that he would be providing a final version of the resident survey to the District
221 Manager for distribution to the Board, following work to incorporate the Board's suggestions for
222 revisions.

223 **FIFTH ORDER OF BUSINESS – Next Meeting Quorum Check: May 19, 9:00 AM**

- 224 • Quorum Check

225 All Board members present at the meeting (Mr. Howden, Mr. Foley, Mr. Polizzi, and Mr. Flanagan)
226 confirmed that they would be physically present for the May 19 meeting, which would establish a
227 quorum.

228 **SIXTH ORDER OF BUSINESS – Action Items Review**

229 The District Manager was to determine if the CDD had cybersecurity insurance. Operations and
230 Maintenance staff was to continue to work with VCIO to identify and address immediate concerns
231 needing to be rectified.

232 **SEVENTH ORDER OF BUSINESS – Adjournment**

233 The Board adjourned the meeting, at 2:00 p.m., for the Grand Haven Community Development
234 District.

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

238 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
239 **meeting held on June 16, 2022.**

240

Signature

Signature

Printed Name

Printed Name

241 **Title:** **Secretary** **Assistant Secretary**

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

EXHIBIT 10

1 **MINUTES OF MEETING**

2 **GRAND HAVEN**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Grand Haven Community Development
5 District was held on Thursday, May 19, 2022 at 9:02 a.m. in the Grand Haven Room, at the Grand Haven
6 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	Chip Howden	Board Supervisor, Chairman
11	Kevin Foley	Board Supervisor, Vice Chairman
12	Michael Flanagan	Board Supervisor, Assistant Secretary
13	John Polizzi	Board Supervisor, Assistant Secretary
14	Dr. Merrill Stass-Isern	Board Supervisor, Assistant Secretary

15 Also present were:

16	David McInnes	District Manager, DPFPG Management & Consulting
17	Tish Dobson	District Manager, DPFPG Management & Consulting
18	Scott Clark	District Counsel, Clark & Albaugh, LLP
19	Barry Kloptosky	CDD Operations Manager
20	Vanessa Stepniak	CDD Office Manager
21	John Lucansky (<i>via phone</i>)	Amenity Manager, Vesta Property Services
22	Stan Smith	Snap Survey
23	Sam Clark	Audience Member
24	Jan Bearce (<i>via phone</i>)	Resident
25	Denise Gallo	Resident
26	Bill Zeilman	Resident
27	Donna McGevna	Resident

28 *The following is a summary of the discussions and actions taken at the May 19, 2022 Grand Haven CDD*
29 *Board of Supervisors Regular Meeting.*

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

31 The Pledge of Allegiance was recited.

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

34 Resident Donna McGevna made multiple comments on non-agenda items, including cones on Front
35 Street, pool access issues, and concerns regarding potentially skewed survey results. She
36 additionally suggested having email addresses that reflected the position of the Board members,
37 rather than using names. Mr. McInnes noted that a letter had been received from residents who
38 were unable to attend the meeting and explained that this would be read during a later discussion
39 regarding the gate issue.

40 **FOURTH ORDER OF BUSINESS – Staff Reports**

41 A. Exhibit 1: Amenity Manager: John Lucansky

42 Mr. Lucansky stated he had nothing to add to his report but noted that any facilitator could issue
43 pool passes. He expressed that he would like to bring back the resident appreciation barbecue
44 cookout the second week of July, citing multiple resident requests. Mr. Foley encouraged COVID-

45 19 safety for the barbeque event and requested that Mr. Lucansky come back with more details for
46 the event to the next meeting.

47 Mr. Foley commented on survey results and requested that Vesta make a short presentation on
48 amenity usage trends. Mr. Lucansky indicated that he would include survey responses in his next
49 report and noted that some of the survey responses appeared to be joke responses. Mr. Flanagan
50 suggested including new information in the surveys.

51 Mr. Polizzi inquired about amenity management structure moving forward. Mr. Lucansky stated
52 that he would become the Amenity Manager and that a new employee would take over his previous
53 position of Lifestyle and Program Director.

54 Dr. Merrill requested an update on the tennis ball recycling program. Mr. Lucansky indicated that
55 he was still in the process of finding a sponsor for this program. Mr. Polizzi suggested that Mr.
56 Lucansky reach out to the tennis committee and offered his assistance. Mr. Flanagan indicated that
57 he felt Vesta should cover the cost.

58 B. District Engineer: David Sowell

59 Mr. McInnes stated that the District Engineer was not present and asked for any questions for the
60 District Engineer to be forwarded to him.

61 C. Operations Manager: Barry Kloptosky

62 1. Exhibit 2: Presentation of Capital Project Plan Tracker

63 Mr. Kloptosky stated that he had no changes to report for the tracker. Mr. Howden asked
64 for any questions on the tracker. Mr. Foley expressed concerns pertaining to the wording
65 of a sentence on the tracker regarding the parking lot. Mr. Polizzi suggested that the Board
66 determine when the parking lot would be discussed when during the Meeting Matrix. He
67 additionally requested that Mr. Kloptosky **notate all projects** that had been completed on
68 the tracker.

69 Mr. Flanagan asked if an update had been received from St. John's Water Management
70 District. Mr. McInnes indicated that he was still in the process of working with St. John's.
71 He noted that St. John's had recommended that the District use a larger time horizon. In
72 response to a question from Mr. Flanagan, Mr. Kloptosky confirmed that the pond bank
73 reinforcements would be complete by the end of next week.

74 2. Exhibit 3: Monthly Report

75 Mr. Kloptosky stated that proposals for the crosswalk safety project had been received and
76 approved. He indicated that he was currently waiting on a start date from the contractor.
77 He noted that the stop signs would be installed as soon as all of the required materials were
78 received. Mr. Foley asked if the CDD could borrow flashing lights and stop signs from the
79 County in the interim. Mr. Kloptosky stated that he could look into rental options for the
80 flashing lights but indicated that renting stop signs would not be an option.

81 Mr. Flanagan requested a copy of the District Engineer's drawings for the traffic safety
82 crosswalks. Mr. Howden indicated that he felt this was unnecessary. Mr. Polizzi expressed
83 that he did not have a problem with the document being sent out.

84 Mr. Kloptosky stated that the large canopy for the croquet courts was in production and
85 that he was currently waiting on an installation date. He indicated that the Phase 2 bathroom
86 renovations were nearing completion and stated that the start date for the Phase 3 ladies'
87 bathrooms was scheduled for June 13.

88 Mr. Kloptosky stated that the Creekside fishing pier project had been completed and
89 commented positively on a staff member by the name of Bryon Lenhart's work on the

90 project. He added that approximately \$55,000.00 had been saved by doing the project in-
91 house.

92 Mr. Flanagan requested an update on the Wild Oaks gate. Mr. McInnes stated that
93 reimbursement still had not been received and that he did not have a mailing address for
94 the vendor to send the final invoice request. Mr. Kloptosky indicated that Vesta had the
95 mailing address for the vendor.

96 Mr. Kloptosky informed the Board that he had received and approved a proposal for asphalt
97 repair around the manhole covers. He stated that he was currently waiting on a start date.
98 Mr. Polizzi requested that Mr. Kloptosky send him a list of the locations for asphalt repairs.

99 Mr. Kloptosky stated that conduit and wiring had been done for the underground wiring
100 update at the Crossings and the North Gate. He noted that he had a proposal to move
101 forward with the South Gate.

102 Mr. Kloptosky stated that he was experiencing problems with the croquet court contractor
103 and requested authorization from the Board to find a different croquet court contractor. He
104 indicated that he had a contractor in mind and that he was currently waiting on a proposal.
105 Mr. Foley suggested making a motion to allow Mr. Kloptosky to cancel the current contract
106 and enter a new contract with a different contractor. A brief discussion ensued regarding
107 potential reselling of equipment. Mr. Howden requested to move forward with the motion.

108 On a MOTION by Mr. Foley, SECONDED by Dr. Merrill, WITH ALL IN FAVOR, the Board authorized
109 the Operations Manager to cancel the existing croquet maintenance contract and to enter an agreement with
110 a new contractor, in an amount not to exceed \$55,000.00, for the Grand Haven Community Development
111 District.

112 Following the motion, Mr. Kloptosky informed the Board that he had the infrastructure
113 contractor inspect the stormwater drainage and that one of the outfalls was found to be
114 the incorrect elevation. He stated that a cut out solution was in process. Mr. Flanagan
115 inquired about the lights on Waterside Pkwy. Mr. Kloptosky indicated that the lights
116 were being worked on.

117 D. District Counsel: Scott Clark

118 1. Exhibit 4: Discussion of Draft Update of Rules, Policies, & Fees

119 Mr. Clark stated that he had received input from the majority of the supervisors and
120 explained that this document contained all of the requested changes. He indicated that the
121 final version of the document was anticipated to be ready by the June meeting and would
122 be adopted at the August Public Hearing.

123 Mr. Howden requested to receive staff input first. Mr. Lucansky noted that the phone
124 number was incorrect and requested to add that reservations could be made through the
125 District's amenity website.

126 Mr. Clark noted that the 2 days in advance for amenity reservations was inconsistent with
127 the District's practices. Mr. Lucansky suggested changing this to 1 day in advance.

128 Mr. Polizzi asked if charges for amenity use adequately covered CDD costs. Mr.
129 Lucansky indicated that the District's fees were consistent with other Districts and that he
130 did not think it was necessary to change the fees. Mr. Foley suggested increasing the non-
131 resident membership fee from \$3,000.00 to \$3,300.00. Mr. Howden requested that Mr.
132 Clark make this change, as the majority of the Board members indicated agreement with
133 this increase.

134 Mr. Polizzi pointed out that the District had the ability to raise fees by 10% per year and
135 suggested changing this number to 25%. Mr. Clark stated that he would want to have a
136 Public Hearing before making this change but clarified that adjusting this number to 15%
137 would not require a Public Hearing. The Board agreed to change this number to 15% at
138 the Public Hearing.

139 Mr. Polizzi asked why the policies for the gazebos were different from other amenities.
140 Mr. Howden noted that the policies for the fishing pier differed as well. Mr. Polizzi
141 suggested having fees in place for gazebo use.

142 Mr. Clark brought up regulation of bicycles and motorized bicycles and suggested
143 classifying both of these as amenities. He recommended that the Board focus on
144 regulating the Esplanade and Waterside Pkwy. He additionally suggested adding verbiage
145 to clarify that bicyclists needed to yield to pedestrians, as per Florida law. Mr. Foley
146 requested to add a statement that it was everyone's responsibly to avoid accidents to the
147 rules as well. Mr. Polizzi suggested adding signage for bicycles.

148 *(The Board recessed the meeting at 11:00 a.m. and reconvened at 11:13 a.m.)*

149 Mr. Howden indicated that he would like to have the Coquina walkways and Wild Oaks
150 in the same category as the Esplanade and Waterside Pkwy. Mr. Polizzi noted that
151 maintenance and traffic levels were different in these areas.

152 Resident Bill Zeilman expressed strong opposition to restricting bicycle and e-bike use on
153 the Esplanade. He suggested setting speed limits and requiring alerts. He additionally
154 noted that the motorized part of e-bikes could be turned off. Resident Denise Gallo
155 expressed agreement to Mr. Zeilman's statement and suggested banning residents who
156 did not follow the rules. Mr. Howden clarified that the Board was only against the use of
157 motorized bicycles in the discussed areas, not regular bicycles. Dr. Merrill indicated that
158 she would not mind the use of e-bikes being used in a non-motorized mode. Mr. Howden
159 requested that supervisors provide wording on this specification to Mr. Clark.

160 Mr. Clark suggested not naming specific holidays on Page 6 of the rules to allow the
161 Board more flexibility. The Board agreed with this change.

162 Mr. Clark recommended adjusting the verbiage for where service animals were
163 permitted for clarification. Mr. Howden pointed out that Wild Oaks Dog Park should be
164 changed to just Dog Park.

165 Mr. Polizzi requested clarification on whether non-residents were permitted to use the
166 café. Mr. Clark confirmed that non-residents were only permitted if they were invited by
167 a guest or a member.

168 Discussion ensued regarding a rule in which children between the ages of 15 and 18
169 could use the gym if accompanied by a personal trainer. Mr. Polizzi expressed liability
170 concerns. Mr. Clark recommended removing the specific reference to a personal trainer
171 and revising this to be an individual over the age of 21 or a legal guardian.

172 Mr. Clark brought up the required use of lockers stated in the rules and pointed out that
173 the removal of a number of lockers may cause an issue. Mr. Kloptosky indicated that
174 there would still be more than enough lockers available.

175 Mr. Polizzi discussed clothing requirements for bocce ball. The Board agreed to remove
176 the reference to cover-ups from the rules.

177 Mr. Kloptosky suggested adding clarification on what types of events could be held on
178 the croquet lawns. Mr. Clark noted that this was contradictory to a rule in which the

179 croquet courts could only be used for croquet and indicated that the rule referring to
180 events on the croquet courts may be removed.

181 Dr. Merrill suggested revising the verbiage of the tennis court rules to include pickleball,
182 as the rules were the same for the 2 sports. Mr. Clark indicated that he would add this.

183 Mr. Polizzi requested clarification on what the CDD considered a fishing pier. Mr.
184 Kloptosky stated that there were 3 fishing piers but that some individuals fished off the
185 Wild Oaks bridge as well. Mr. Kloptosky additionally mentioned a trash issue. Mr.
186 McInnes requested to take a brief recess due to recording issues.

187 *(The Board recessed the meeting at 12:01 p.m. and reconvened at 12:06 p.m.)*

188 Following the recess, the Board circled back to discuss the gazebo rules. Ms. Gallo
189 discussed a tradition on Front St. in which residents set up a Christmas tree at the gazebo
190 and voiced opposition to being charged to put up the tree. Mr. Kloptosky suggested not
191 charges for decorations for holidays and to only charge for event usage. Mr. Polizzi
192 indicated that he thought forms should be required for all gazebo events. Discussion
193 ensued regarding form requirements to reserve the gazebo, as well as food and drink
194 policies. Mr. Flanagan indicated that he would like to include an end time for events held
195 at the gazebo. Following discussion, the Board reached a consensus to require a form to
196 be filled out to reserve the gazebo for events. They agreed to have the reservation form
197 include details on what food and drinks could be brought to the gazebo, in addition to
198 including an end time of dusk for events.

199 Mr. Flanagan commented on a rule regarding commercial use of the facilities and
200 indicated that felt the CDD should receive compensation. Discussion ensued. A
201 consensus was reached to amend this rule so that commercial use of facilities could only
202 be granted by the Board.

203 Mr. Zeilman expressed concern regarding rules with certain restrictions on residents of
204 Flagler County, specifically pertaining to the use of the swimming pool by resident
205 family members. Dr. Merrill expressed that she would like to find a compromise. Mr.
206 Flanagan noted that information from amenity staff regarding pool capacity would be
207 needed. Mr. Polizzi requested that Mr. Lucansky research how other communities
208 handled this issue. Mr. Lucansky indicated that he would come back with the requested
209 information at the Workshop Meeting or the next Regular Meeting.

210 Mr. Clark stated that he intended to bring potential revisions to the post orders pertaining
211 to access limitations to the June meeting for discussion. Discussion ensued regarding the
212 plans for the upcoming Workshop Meeting. Mr. Clark noted that the current draft would
213 be revised to reflect the changes discussed on the record.

214 Mr. Flanagan requested a follow up on the stormwater needs analysis. Mr. McInnes
215 indicated that the analysis was approximately 95% done and was ahead of schedule.

216 E. District Manager: David McInnes

217 1. Exhibit 5: Action Item Report

218 Mr. McInnes provided a follow-up on previous action items. He stated that a memo was
219 sent to the supervisors via email containing information from Louise Leister regarding
220 annuals and perennials. He mentioned that the cost savings regarding the croquet court
221 would be \$16,133.00 and indicated that that the floors at the Creekside fitness center
222 were determined to not be a hazard. He added that the Operations Manager determined
223 that the number of streetlights in the CIP was correct.

224 2. Exhibit 6: Meeting Matrix

225 Mr. Howden directed Mr. McInnes to add the parking lot on the meeting matrix. Dr.
226 Merrill asked inquired about “Rules, Policies, and Fees for All Amenity Facilities” being
227 included on the upcoming workshop agenda, as this had already been discussed. Mr.
228 Howden explained that Mr. Clark would be taking staff and supervisor comments from
229 that meeting to incorporate into a new draft to be discussed by the Board.

230 Mr. Polizzi asked what could be expected for the presentation by Ms. Leister and Chuck
231 Liddy. Mr. Foley indicated that this presentation would be informational and may have
232 an effect on the long-term plan. Mr. McInnes recalled that the supervisors had sent a list
233 of questions for Ms. Leister to answer. Mr. Foley requested that Mr. McInnes resend
234 these questions to the supervisors to allow them to view what the other supervisors had
235 asked.

236 Mr. Foley asked if there was a date for the long-term plan. Mr. Howden stated that there
237 was not a solid date at this point in time. The Board agreed that they would like to see the
238 most recent draft of the long-term plan before doing the survey. Mr. Howden noted that
239 the reserve study would need to be revised as well. Mr. Polizzi added that he would like
240 to provide an update on the long-term plan at the budget meeting. Mr. Howden indicated
241 that he would work with Mr. McInnes on putting together an update for the residents.

242 Mr. Flanagan asked if Mr. McInnes and Mr. McGaffney would have enough time to
243 finalize the documents and build the presentation. Multiple supervisors stressed the
244 importance of keeping residents informed and having them be aware that their input
245 would be taken into account for the long-term plan. Mr. Foley indicated that he would
246 like for the Board to revisit the O&M, capital, and the long-term plan. Mr. Howden
247 requested to have a cleaned-up copy of the long-term plan and the updated 10-year
248 projection at the June Workshop Meeting. Mr. Foley asked to have the 10-year
249 assessment projection included as well. Mr. Howden additionally asked Mr. McInnes to
250 consolidate the supervisors’ comments on safety and send these to the Board via email
251 before the meeting. Discussion ensued regarding prioritization.

252 Mr. Polizzi requested an update on the financial audit. Mr. McInnes indicated that the
253 audit was still in progress. He noted that the District could have a 60-day extension, if
254 needed.

255 **FIFTH ORDER OF BUSINESS – Consent Agenda Items**

256 A. Exhibit 7: Consideration for Acceptance – The March 2022 Unaudited Financial Report

257 B. Exhibit 8: Consideration for Acceptance – The April 2022 Unaudited Financial Report

258 C. Exhibit 9: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting
259 Held April 7, 2022

260 D. Exhibit 10: Consideration for Approval – The Minutes of the Board of Supervisors Regular
261 Meeting Held April 21, 2022

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

264 **SIXTH ORDER OF BUSINESS – Business Items**

265 A. Exhibit 11: Consideration & Adoption of **Resolution 2022-08**, Approval of FY 2022-2023
266 Meeting Schedule

267 Mr. McInnes stated that the Workshop Meetings would continue to be held on the first Thursday
268 of the month and that Regular Meetings would be held on the third Thursday of the month with
269 the exception of meetings in November, December, and July.

270 On a MOTION by Dr. Merrill, SECONDED by Mr. Foley, WITH ALL IN FAVOR, the Board adopted
271 **Resolution 2022-08**, Approval of FY 2022-2023 Meeting Schedule, for the Grand Haven Community
272 Development District.

273 B. Exhibit 12: Presentation of Flagler County Number of Qualified Electors – F.S. 190.006 – 2,927

274 Mr. McInnes informed the Board that the District had 2,927 registered voters.

275 C. General Election – Flagler County Qualifying Period – Noon, June 13, 2022 through Noon, June
276 17, 2022

277 Mr. McInnes stated that the qualifying period would be held between 12:00 p.m. on June 13,
278 2022 and 12:00 p.m. on June 17, 2022. He reminded the supervisors that they were required to
279 submit Form 1 by July 1, 2022.

280 D. Consideration of Resident Survey (continued)

281 1. Exhibit 13: Agreement on Final Wording of Draft Survey

282 Mr. Polizzi stated that Snap Survey had sent a formal proposal and expressed timing
283 concerns. He noted that Snap Survey did not allow access to reporting tools if the
284 subscription program was not purchased. He indicated that he would like to discuss who
285 would be responsible for managing the survey project.

286 Mr. Howden expressed that he would like to acquire a mailing list through the Master
287 Association. Mr. Howden recommended that the Board hire temporary help to assist
288 with drop boxes and mailing.

289 Mr. Foley asked if Mr. Polizzi had an individual in mind to lead the project. Mr. Polizzi
290 indicated that he had originally planned on having a staff member lead the project but
291 acknowledged that they would not have the bandwidth to do so. He stated that he would
292 not be opposed to a resident leading the project, or leading the project himself. Mr.
293 Flanagan suggested reaching out to a temp firm.

294 Discussion ensued regarding the mechanics of the survey. Mr. Polizzi indicated that he
295 would like to continue to act as the de facto project manager for the time being. Mr.
296 Howden offered to draft a letter to introduce the survey and its options for the Board to
297 review.

298 Mr. Polizzi asked for any questions from the audience. An audience member commented
299 that she felt having multiple volunteers to collect surveys would help prevent bias. Mr.
300 Howden stated that he would prefer for those taking the survey to skip any questions they
301 did not understand to prevent bias.

302 Mr. Polizzi indicated that he would ask for residents to volunteer to help collect surveys
303 and requested that Mr. Howden acquire contacts from the Master Association. He added
304 that he would relay supervisor questions to Snap Survey and report back to the Board.
305 Mr. Polizzi additionally noted that a discussion would need to be held later in the year at
306 a Workshop Meeting regarding potential additional reporting.

307 2. Exhibit 14: Selection of Vendor

308 This item was tabled to the next meeting.

309 E. Consideration of Date for Town Hall Style Workshop with Residents

310 This item was tabled to the next meeting.

311 **SEVENTH ORDER OF BUSINESS – Supervisors Requests**

312 Mr. Foley expressed an interest in having a discussion regarding solar options added to the Meeting
313 Matrix.

314 Mr. Flanagan requested that Mr. Kloptosky look into the possibility of adding a light to the
315 basketball court at the Village Center.

316 Mr. Polizzi requested that Mr. McInnes provide a draft budget presentation to the Board by July
317 for feedback.

318 **EIGHTH ORDER OF BUSINESS – Action Item Summary**

319 A. The District Manager will draft the budget presentation to the Board by July.

320 B. The District Manager will provide a cleaned-up version of the long-term plan, the 10-year
321 projection with a \$500,000.00 floor, including roads, and an update on 10-year assessments.

322 C. The District Manager will ensure that presentation needs are understood and have the presentation
323 included in the agenda package before the meeting.

324 D. The District Manager will resend the supervisors' questions to Mr. Liddy and Ms. Leister.

325 E. District Counsel will redraft the rules for the June Workshop Meeting.

326 F. District Counsel will draft a memo on the gate access issue.

327 G. The Operations Manager will look into the possibility of a light for the Village Center basketball
328 court.

329 **NINTH ORDER OF BUSINESS – Next Meeting Quorum Check: June 2, 9:00 a.m.**

- 330 • Quorum Check

331 All Board members, with the exception of Dr. Merrill, confirmed that they would be present for
332 the meeting, which would establish a quorum. Dr. Merrill noted that she may attend the meeting
333 remotely.

334 **TENTH ORDER OF BUSINESS – Adjournment**

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

337 On a MOTION by Dr. Merrill, SECONDED by Mr. Flanagan, WITH ALL IN FAVOR, the Board
338 adjourned the meeting, at 2:45 p.m., for the Grand Haven Community Development District.

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

342 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed
343 meeting held on June 16, 2022.**

344

345

Signature

Signature

Printed Name

Printed Name

346 **Title:** **Secretary** **Assistant Secretary**

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

EXHIBIT 11



RULES, POLICIES AND FEES FOR ALL AMENITY FACILITIES

*Amended through September ~~192~~, ~~2019-2021~~ by the Board of
Supervisors*

Adopted: 9/~~192~~/~~2019~~2021

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

“**Family**” – shall mean no more than two persons over the age of eighteen (18) years, occupying a single dwelling unit and using common cooking facilities, together with their lineal descendants or adopted children, but for purposes of these Rules governing use of the Amenity Facilities, a Family shall not exceed two (2) persons for each bedroom contained in the originally permitted design for the dwelling unit owned or rented by the Family. Whenever these Rules refer to use of the Amenity Facilities by Registered Renters, a family shall consist only of those persons listed on a written lease agreement and their lineal descendants or adopted children, not to exceed two (2) persons for each bedroom contained in the originally permitted design for the dwelling

unit. Whenever these rules refer to use of the Amenity Facilities by a Non-Resident Amenity Membership, a Family shall not exceed five (5) persons in total.

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

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

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

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

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

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

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

PHOTO IDENTIFICATION CARDS

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

Non-Resident Amenity Member shall have complied with registration and access control policies established by the Board of Supervisors.

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

GRAND HAVEN ANNUAL USER FEE

The Annual User Fee for any person or Family not owning real property within the District is ~~\$3,300~~.00 per year. This payment must be paid in full at the time of completion of the Non-Resident Amenity Member application and the corresponding agreement. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. Failure to pay the annual membership fee shall result in a termination of the use rights provided for herein. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities; such increase may not exceed ~~ten-fifteen~~ percent (~~+15~~%) per year, except to the extent that a greater increase is adopted pursuant to Fla. Stat. §190.035(2). This membership is not available for commercial purposes.

HOUSE GUESTS AND DAILY GUESTS

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

RENTER'S PRIVILEGES

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

FACILITY USAGE FEES

- (1) A Daily Usage Fee as established by the Board of Supervisors from time to time will be charged to all Daily Guests using any of the Amenity Facilities for the day. The right to the use of the Amenity Facilities is only good for the day on which the fee is paid. This Daily Usage Fee entitles such Daily Guest to the access and use of all Amenity Facilities within the rules and regulations established by the Board.
- (2) The Daily Usage Fee may be increased, not more than once per year, by action of the Board, to reflect increased cost of operation of the Amenity Facilities. Such increase may not exceed ~~ten-fifteen~~ percent (~~10-15~~%) per year.

- (3) The Daily Usage Fee will be collected by the Amenity Manager, on behalf of the District, for all Amenity Facilities. The Daily Usage Fee shall be fully non-refundable after receipt by the Amenity Manager.
- (4) Special events, tournaments or league play, and fees for the same, must be previously approved by the Board prior to the date of such event. A list of Daily Guest participants must be provided to the Amenity Manager and all fees must be collected prior to holding the event. All District rules apply to all participants.
- (5) The Board of Supervisors may adopt and define policies, from time to time, that permit limited passive use of certain of the Amenity Facilities for strictly social and passive purposes with a reduced daily usage fee (the "Limited Daily Usage Fee"). The Limited Daily Usage Fee shall not permit access to recreational facilities, but is intended for social gatherings and the like. The Board shall by resolution adopt any such policies, set the Limited Daily Usage Fee, establish restrictions and amend such policies, fees and restrictions from time to time.

GENERAL FACILITY PROVISIONS

- (1) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
- (2) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.
- (3) All hours of operation of Amenity Facilities, including holiday schedules, will be established and published by the District as the Board determines from time to time. ~~The Amenity Facilities will be closed on the following holidays: Thanksgiving Day, Christmas Day and New Year's Day. In addition, only the Village Center Café will be closed on Easter Sunday. The Amenity Facilities may also close early on Christmas Eve and New Year's Eve.~~
- (4) Dogs and all other pets (with the exception of ~~Seeing Eye and/or Service dogs~~ Service Animal complying with Fla. Stat. §413.08(1)(d)) are not permitted ~~at the Amenity Facilities excluding the Wild Oaks Estates Dog Park at the Village Center or Creekside Amenity Facilities~~. In the event a special event is held, as previously approved by the Board, and dogs are permitted at the Amenity Facilities as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents. All such animals must be in compliance with the Chapter 8 of the City of Palm Coast Code of Ordinances, including, without limitation, the provisions in Section 8-31 regarding leashes of no more than eight feet in length, and the provisions of Section 8-28 regarding removal of nuisance animals.

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

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

(16) ~~Off-road bikes/Off-Highway~~ vehicles, as defined by Fla. Stat. §261.03(5), are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.

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(17) The District will not offer childcare services to Patrons, House Guests and Daily Guests at any of the Amenity Facilities.

(18) Skateboarding, ~~hoverboards, Razor[®] brand or similar scooters or any similar movable device with one or more wheels,~~ and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the Village Center, Creekside Athletic Club, tennis courts, basketball courts, ~~pickleball courts, croquet courts,~~ athletic fields, playground area, and sidewalks surrounding these areas.

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(19) Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the Amenity Manager.

(20) All food and beverages consumed at the Village Center facilities must be provided by the Village Center per the District's contract with the Amenity Manager.

(21) Except as specifically prohibited herein, alcoholic beverages may be sold, served and consumed on the Amenity Facility premises in accordance with state and local laws. Alcoholic beverages may only be sold to adults twenty-one (21) years of age or older, and shall not be sold for off-premises consumption. All alcoholic beverages consumed or possessed on the Amenity Facilities premises must be purchased at the Amenity Facilities, except as otherwise provided by the Amenity Manager. The Amenity Manager reserves the right to refuse service to any Patron, House Guests or Daily Guests when that person appears to be intoxicated.

(22) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the Amenity Manager.

(23) The Amenity Facilities shall not be used for commercial purposes without written permission from the ~~Amenity Manager and the District Manager~~Board. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.

(24) Firearms or any other weapons are not permitted in any of the Amenity Facilities, except to the extent that state and federal law limits the right of the District to impose restrictions against firearms.

(25) The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and

programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events and programs, and children's programs, social events, etc. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Amenity Manager will be required to compensate the District accordingly.

(26) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.

(27) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.

(28) Bicycles, and scooters must be parked in bike racks provided at all Amenity Facilities. Do not park or chain bicycles or scooters to entry gates, breeze way gates, light poles or parking lot signs. Bicycles, scooters, skateboards, hoverboards and the like should not be ridden or left in walkways, breeze ways or on pool decks at any time. In the event that these items are found parked around the facilities in an area other than at the bike racks, they will be collected by the staff and taken to the Amenity Manager's office. The District Board may from time to time, by resolution, prescribe an administrative and storage fee for items which are removed and stored because of violations of this rule. Bicycle means every vehicle propelled solely by human power having two (2) tandem wheels, and including any device generally recognized as a bicycle though equipped with two (2) front or two (2) rear wheels. The term does not include an electric bicycle, motorized scooter or similar device. Electric bicycle means any bicycle or tricycle equipped with fully operable pedals, a seat or saddle for use of the rider, and an electric motor of less than seven hundred fifty (750) watts. This definition includes all classes of electric bicycle under F.S. 316.003(23). Motorized scooter means any vehicle or micromobility device without pedals that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three (3) wheels, and which is not capable of propelling the vehicle at a speed greater than twenty (20) miles per hour on level ground as defined by F.S. 316.003(45). Nothing in this section 28 is intended to exclude motorized wheelchairs.

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LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

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

GENERAL GRAND HAVEN AMENITY FACILITY USAGE POLICY

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

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

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

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

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

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

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

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

GENERAL SWIMMING POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

- (1) All Patrons, House Guests and Daily Guests must present their ID Cards or guest passes when requested by staff. At any given time, a Property Owner may accompany up to four (4) Daily Guests to the swimming pool.
- (2) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility.
- (3) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (4) Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
- (5) Radios, tape players, CD players, MP3 players, ~~and~~ televisions or other electronic devices are not permitted unless they are personal units equipped with headphones.
- (6) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the Amenity Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons, House Guests and Daily Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (7) Showers are required before entering the pool.
- (8) Alcohol and food not purchased at the Amenity Facilities are prohibited poolside. Glass containers are prohibited.
- (9) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.

- (10) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with staff approval prior to use. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
- (11) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (12) Pets (except Service Animals complying with Fla. Stat. §413.08(1)(d))~~Seeing Eye and/or Service dogs~~, bicycles, skateboards, roller blades, scooters, golf carts, hoverboards and the like are not permitted on the pool deck area inside any Amenity Center gates at any time. The term "bicycle" shall include electric bicycles, motorized scooters and any similar powered locomotion device. (See "General Facilities Provisions" No. (4).)
- (13) The Amenity Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
- (14) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (15) Proper swim attire (no cutoffs) must be worn in the pool.
- (16) No chewing gum is permitted in the pool or on the pool deck area.
- (17) For the ~~comfort~~ safety and hygiene of others, the changing of diapers or clothes is not allowed poolside.
- (18) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (19) Radio controlled vehicles, air and/or water craft and drones are not allowed in the pool area.
- (20) Pool entrances must be kept clear at all times.
- (21) No swinging on ladders, fences, or railings is allowed.
- (22) Pool furniture is not to be removed from the pool area.
- (23) Loud, profane, or abusive language is absolutely prohibited.
- (24) No physical or verbal abuse will be tolerated.

- (25) Tobacco products are not allowed in the pool/spa area.
- (26) Illegal drugs are not permitted.
- (27) The District is not responsible for lost or stolen items.
- (28) Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
- (29) Lane markers will be in place for lap swimmers from 7:30 a.m. until 9:30 a.m. Monday through Friday at the Village Center pool.
- (30) The Village Center pool, spa and deck area may not be rented at anytime; however, access may be limited at certain times for various District functions, as approved by the Board. In such situations, the Creekside pool facility will remain open to Patrons, House Guests and Daily Guests.
- (31) Chair lifts or other ADA-compliant devices are restricted for the use of persons requiring such devices.
- (32) Washing or soaking bathing suits or articles of clothing in the hand sinks is strictly prohibited.
- (33) Personal grooming of any kind is prohibited in pools.

SPA RULES

NO LIFEGUARD ON DUTY -- USE AT YOUR OWN RISK

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

SWIMMING POOL: THUNDERSTORM POLICY

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

SWIMMING POOL: FECAL ACCIDENT POLICY

- (1) If contamination occurs, the pool will be closed for twelve (12) hours so that remedial measures may be taken to ensure safe swimming conditions.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

FITNESS CENTER POLICIES

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

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

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

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

- (1) Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District fitness centers. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (2) Each individual is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers is permitted in the District fitness centers per approval of the Amenity Manager.
- (4) Hand chalk is not permitted to be used in the District fitness centers.
- (5) Radios, tape players, ~~and~~ CD players and other electronic devices are not permitted unless they are personal units equipped with headphones.
- (6) No bags, gear, or jackets are permitted on the floor of the District Fitness Centers or on the fitness equipment. Lockers are available on a daily basis in the bath houses for storage of personal items.
- (7) Weights or other fitness equipment may not be removed from the District fitness centers.
- (8) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- (9) Please be respectful of others. Allow other Patrons, House Guests and Daily Guests to also use equipment, especially the cardiovascular equipment.
- (10) Please replace weights to their proper location after use.
- (11) Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
- (12) Any fitness program operated, established and run by the Amenity Manager may have priority over other users of the District fitness centers.
- (13) The Fitness Center is not intended to be a body-building gym but an exercise facility for Grand Haven Patrons.

EQUIPMENT CHECK-OUT AND LOCKER POLICY

In order to check-out any available athletic equipment owned by the district (i.e. basketballs, tennis racquets, etc.) or temporarily reserve a bath-house locker for personal use, all Property Owners, Registered Renters and Non-Resident Amenity Members must tender their Grand Haven Photo ID card at the Village Center office at the time of check-out. In lieu of a Grand Haven Photo ID card, all other Patrons, other than a Property Owner, Registered Renter or Non-Resident Amenity member, who wish to check-out equipment or reserve a locker must tender a state identification

card (i.e. driver's license), and that Patron must be properly identified and registered at the Village Center office by their accompanying Property Owner, Registered Renter or Non-Resident Amenity Member. Upon return of the checked-out equipment or locker key, the Photo ID card or state identification card, as applicable, shall be returned to the Patron. Any Patron signing out any equipment is solely responsible for damaged or missing items.

GRAND HAVEN RECREATION FACILITY RESERVATION POLICY

Reservation Policy:

- Staff will take reservations up to ~~two (2) days~~ one (1) day in advance for the following amenities: tennis, volleyball, basketball, bocce, ~~horseshoes,~~ pickleball, ~~Petanque,~~ ~~and croquet~~ ~~and shuffleboard~~. Reservations are on a first come, first served basis and can be made either ~~two one (21) days~~ prior in person at the Village Center or via telephone, after in-person period has expired up to actual play time by calling the **Reservation Line at (386) 447-05630192**. Staff will not accept voice messages left with the Village Center Office as a reservation. You must speak to a staff member either on the phone or in person to confirm your reservation. Reservations may also be made on the amenity website (grandhavenamenity.com).
- The first and last names of all participants who will be utilizing the reserved facility must accompany the reservation.
- A Patron may only reserve one (1) court or playing field at any one scheduled time. Single player croquet reservations accepted at Village Center Court only.
- Reservations will be accepted by staff during specific times posted at the Village Center Office and are on a first come, first served basis. Times scheduled for reservations acceptance are subject to change based on recommendation by the Amenity Center Manager with approval by the Operations Manager or District Manager.
- Reservations are available for up to 1.5 hour increments for all facilities listed in the reservation policy.
- Please call The Village Center Office if you cannot make your scheduled reservation so we can re-assign the reservation time slot.
- Late arrivals or no shows: we will hold your reservation for 15 minutes past your scheduled start time before re-assigning the reservation time slot.
- At the discretion of the Amenity Director, and the approval of the ~~Field~~ Operations Manager and the GH CDD Board of Supervisors, certain reservation play day/times may be block-scheduled on a recurring basis to accommodate organized play groups of GH residents. These policies are subject to change at any time pursuant to action by the Board of Supervisors at a duly noticed CDD Board Meeting.

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TENNIS AND PICKLEBALL FACILITY POLICIES

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

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

- (1) ~~Tennis~~ eEquipment, if available, may be checked-out from the Village Center office in accordance with the Equipment Check-Out and Locker Policy set forth herein.
- (2) Proper ~~tennis~~ etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (3) Proper ~~tennis~~ shoes and attire, as determined by the Amenity Manager, are required at all times while on the courts. Shirts must be worn at all times.
- (4) ~~Tennis~~ eCourts are for Patrons, House Guests and Daily Guests only. Patrons may invite House Guests and Daily Guests for play, but shall accompany their House Guests and Daily Guests and register them properly. The limit is three (3) House Guests and Daily Guests to a single court.
- (5) No jumping over nets.
- (6) Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
- (7) Court hazards or damages, such as popped line nails, need to be reported to the Amenity Manager for repair.
- (8) Residents using ~~the tennis facility~~ these facilities must supply their own equipment (rackets, balls, etc.).
- (9) The ~~tennis facility~~ is courts are for the play of tennis and pickleball only. Pets, roller blades, bikes, skates, skateboards, scooters, hoverboards and the like are prohibited ~~at-on~~ the tennis facility courts.
- (10) Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw top or sealed lids. No food or glass containers are permitted on the tennis courts.
- (11) No chairs, other than those provided by the District, are permitted on the tennis courts.
- (12) Lights at the ~~tennis facility~~ these facilities must be turned off after use.

- (13) Children under the age of thirteen (13) are not allowed to use the ~~tennis facility~~these facilities unless accompanied by an adult Patron.
- (14) The ~~tennis~~ courts may be reserved by the District for District-sponsored events or functions.
- (15) If you find it necessary to “bump” other players when it is your turn to play:
 - a) Never attempt to enter someone else’s court before your reservation time.
 - b) Never enter the court or distract players while others are in the middle of a point or game.
 - c) Wait outside the entrance gate and politely inform the players that you have a reservation time.
 - d) Allow players to finish out one more point, and then begin the player changeover for the court.
 - e) If you are bumped from a court and wish to continue play, please notify the Village Center office staff and they will do their best to get you on the next available court.
- (16) The amenity management company has subcontracted with a qualified tennis professional to offer tennis lessons, at a separate fee, to residents. This is an exclusive contract. No other professional for-profit tennis instruction will be allowed on District courts.

VOLLEYBALL COURT POLICIES

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

- (8) Please clean up the court after use.
- (9) The volleyball courts may be reserved by the District for District-sponsored events or functions.

BASKETBALL FACILITY POLICIES

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

DISTRICT PLAYGROUND/TOT LOT/~~SOCCER FIELD~~ POLICIES

- ~~(1) Soccer equipment, if available, may be checked out from the Village Center office in accordance with the Equipment Check Out and Locker Policy set forth herein.~~
- ~~(2)~~ Children under the age of eight (8) must be accompanied by an adult Patron.
- ~~(3)~~ No roughhousing on the playground/soccer field.
- ~~(4)~~ Persons using the playground/~~soccer field~~ must clean up all food, beverages and miscellaneous trash brought to the playground/soccer field. Glass containers are prohibited.

- (54) Use of the playground/~~soccer field~~ may be limited from time to time due to a sponsored event, which must be approved in advance by the District Manager.
- (65) The use of profanity or disruptive behavior is absolutely prohibited.
- (76) Patrons, House Guests and Daily Guests who use the playgrounds ~~and or soccer field~~ do so at their own risk.
- (87) The playgrounds ~~and or soccer field~~ may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.

BOCCE POLICIES

- (1) Bocce equipment, if available, may be checked-out from the Village Center office in accordance with the Equipment Check-Out and Locker Policy set forth herein.
- (2) Horseplay is not permitted.
- (3) Appropriate dress is required on the court. This includes no bare feet ~~or cover ups for swimwear~~.
- (4) Bocce balls should not be tossed or thrown outside of the court.
- (5) Players on the opposite end of the playing or throwers end should stand outside of the court walls. Sitting on the walls is permissible provided one's legs are on the outside of the walls. Please report any loose boards, protruding nails, etc., to the staff.
- (6) Children under thirteen (13) years of age must be supervised by an adult Patron. Supervising adult Patrons must understand the rules of the game.
- (7) Please brush the playing surface at conclusion of play.
- (8) The bocce courts may be reserved by the District for District-sponsored events.

POLICIES FOR ~~VILLAGE CENTER AND CREEKSIDE CROQUET FACILITIES~~

- (1) Croquet equipment, ~~if when~~ available, ~~may be checked out from the Village Center office in accordance with the Equipment Check Out and Locker Policy set forth herein~~ is located in courtside boxes.

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- (2) Appropriate dress and shoes are required on the court. This includes no bare feet ~~or cover-ups for swimwear.~~
- (3) Balls and mallets are not to be thrown. Participants waiting their turn to hit should stand off the croquet lawn.
- (4) Children under thirteen (13) years of age who play must be supervised by an adult Patron who knows the rules and regulations of croquet.
- (5) ~~The croquet lawns may be reserved by the District for District sponsored events or functions.~~
- (5) The croquet courts are intended for croquet only and should not be used for any other activity.

POLICIES RELATED TO THE WATERSIDE PARKWAY SIDEWALKS/ ESPLANADE

- (1) The sidewalks along Waterside Parkway (the “Walkway”) and the Esplanade are designated as Amenity Facilities for pedestrian walking activities. A person propelling a bicycle upon and along a sidewalk, path, Esplanade or across a roadway upon and along a crosswalk, shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.
- (2) No bicycle shall be operated within the Walkway and Esplanade except in a manner that is subordinate to the rights of, yields to persons walking on the Walkway and otherwise complies with Fla. Stat. §316.2065 and other applicable regulations. No electric bicycle or motorized scooter shall be used on the Walkway except that an electric bicycle may be used if the motor is in the “off” position and the electric bicycle is being operated solely through pedal power or when the motor is on and a Pedal Assist System is operating in a manner to simulate Pedal Power.
- (3) In any location where interaction occurs between pedestrians and bicycles, all parties are expected to act in a safe and cooperative manner that facilitates the safety and clear passage rights of both pedestrians and riders.

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POLICIES FOR HORSESHOES

- (1) ~~Horseshoe equipment, if available, may be checked out from the Village Center office in accordance with the Equipment Check Out and Locker Policy set forth herein.~~
- (2) ~~No bare feet or bathing suits allowed.~~
- (3) ~~No tossing of horseshoes while someone is in a pit or in the throwing lane. Horseshoes tumble when thrown and participants need to safely clear the pit.~~

- ~~(4) Children under the age of thirteen (13) years of age may play provided they are supervised by an adult Patron and are physically capable of tossing a shoe to the pit. Supervising adults are responsible for children's safety.~~
- ~~(5) The horseshoe pits may be reserved by the District for District sponsored events or functions.~~

SHUFFLEBOARD POLICIES

- ~~(1) Shuffleboard equipment, if available, may be checked out from the Village Center office in accordance with the Equipment Check Out and Locker Policy set forth herein.~~
- ~~(2) Bare feet and bathing suits not allowed.~~
- ~~(3) Pucks or sticks are not to be thrown.~~
- ~~(4) Children under thirteen (13) years of age may play if supervised by an adult Patron who understands the rules and regulations of the game.~~
- ~~(5) The shuffleboard courts may be reserved by the District for District sponsored events or functions.~~

VILLAGE CENTER CAFÉ POLICIES

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

FISHING PIERS FACILITY POLICIES

~~(1) The District owns piers which are suitable for fishing and related activities. They are the Front Street Center Park Fishing Pier, the Golf Club Fishing Pier and the Marlin Drive Fishing Pier and also owns two walking bridges in Wild Oaks, the Ditch 10 Walking Bridge and the Tract H Walking Bridge. The Piers and Walking Bridges are collectively referred to as the "Fishing Piers" and are subject to the following policies.~~

~~(1) The Fishing Piers are available for use by Patrons, House Guests and Daily Guests on a first come first served basis.~~

(2) All Patrons, House Guests and Daily Guests are required to adhere to the **"Fishing Policy"** section contained herein for those piers that are located on the lake/stormwater facilities.

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- (3) Patrons, House Guests and Daily Guests are required to adhere to all state and local laws regarding fishing.
- (4) Patrons House Guests and Daily Guests are required to obtain and possess any and all required fishing licenses and/or permits as may be required by applicable law(s).
- (5) Patrons, House Guests and Daily Guests are required to remove and clean any fishing related debris. Please respect others and District property by cleaning up after yourself when using the Fishing Piers.
- (6) Children under the age of thirteen (13) shall not use the Fishing Piers unless accompanied by an adult Patron.
- (7) Due to required Florida Inland Navigation District deckboard spacing, proper footwear is required.

WILD OAKS ESTATES— DOG PARK POLICIES

- (1) The District is not responsible for injuries to dogs, their owners/handlers, or others that use the Dog Park. This area is for dogs and their handlers/owners only.
- (2) Aggressive dogs are strictly forbidden within the fenced dog park. Violators will face permanent suspension from the dog park.
- (3) Dog owners/handlers must respect the rights of others to use this area by maintaining control of their pets at all times.
- (4) Dogs must be on leash and under control by their owners/handlers at all times outside of the fence Dog Park.
- (5) Children under the age of 6 are prohibited from entering the fenced dog park area. An adult, who is accountable for their behavior and well-being, must accompany children between the ages of seven (7) and twelve (12).
- (6) Owners/handlers must immediately clean up after their dog(s) and properly dispose of the waste.
- (7) No smoking or food within fenced area (human or dog).
- (8) Owners/handlers must remain inside, with leash, with view and voice control of their dog(s) at all times.
- (9) Limit of two dogs per adult.
- (10) Dog Park gates must be closed immediately after entering or exiting the facility.

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- (11) All dogs must be healthy, vaccinated, and collared – with identification.
- (12) Dogs in heat and puppies under four months of age are prohibited.
- (13) Excessive barking is prohibited. Dogs barking excessively must be removed.
- (14) Owners/handlers must stop their dogs from digging and immediately fill any holes dug.
- (15) Only flying disc and tennis ball type toys are permitted within fenced area.

GRAND HAVEN ROOM AT THE VILLAGE CENTER: RENTAL POLICIES

Property Owners, Registered Renters and Non-Resident Amenity Members may reserve the Grand Haven Room through the Amenity Manager’s office for various meetings, classes, events, etc. for a maximum of five (5) hours per event. The five (5)-hour limitation can only be exceeded upon specific authorization from the Board. Reservation of the Grand Haven Room is on a first come, first served basis and is subject to approval by the Amenity Manager. A refundable deposit is required and will be returned after the function is complete provided there is no evidence of damage to the facility.

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

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

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

No open burning or campfires are allowed at the facility.

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

Policies

- (1) Applicant must be a Property Owner, Registered Renter or Non-Resident Amenity Member
- (2) Applicants may reserve the Grand Haven Room only, as the patio and pool may not be reserved for private use.
- (3) Facilities will be reserved on a first-come, first-served basis.

- (4) Applicant may reserve the Grand Haven Room for up to five (5) hours only; unless they request and receive prior approval from the Board of Supervisors.
- (5) All applicants will be required to fill out and sign the District Facility Use Application Agreement at the Village Center office.

Schedule of Fees/Deposits

- (1) A non-refundable room rental fee for the Grand Haven Room will be charged as follows: \$50.00 for up to 25 guests, and \$100.00 for 26 guests or more. A final guarantee (number) of Guests is to be conveyed to the Amenity Facilities’ events planner no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made out to the “Grand Haven Community Development District” and submitted to the Village Center Office.
- (2) A refundable security deposit of \$150.00 shall be charged to the persons making the reservation and shall be submitted to the Village Center Office in the form of a separate check (which shall be made payable to the “Grand Haven Community Development District”).
- (3) A staff and/or administrative charge for services provided by the Amenity Manager, if applicable, will be added to include any necessary fees (i.e., setup, breakdown, kitchen use, additional after hour facilitators, etc.) and will be specified in the reservation documents provided by the Amenity Manager; these additional charges shall be payable to the Amenity Manager and are not fees of the District.

~~(4)~~ (4) —The Board of Supervisors has the right to waive room rental fees and usage limits that do not exceed the fire code for private rentals, events, or activities they have reviewed on a case by case basis at the request of the Amenity Center Manager, District Manager or any Patron.

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

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INDEMNIFICATION

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

CREEKSIDE ATHLETIC CLUB: RENTAL POLICIES

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

Easter Sunday	Memorial Day	Christmas Day
New Year’s Eve	New Year’s Day	Christmas Eve
Labor Day	Thanksgiving	4th of July

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

Available Facilities

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

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

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

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Reservation Procedures

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

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

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

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Staffing

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

Deposit

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

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

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

General Policies

- (1) Property Owners, Registered Renters and Non-Resident Amenity Members are responsible for ensuring that their House Guests and Daily Guests adhere to the policies set forth herein.

- (2) The Pool and Tiki Bar area may be rented ~~outside of~~ in addition to the posted regular hours of operation of the facility; such hours are subject to change. Please see the Amenity Manager for details relating to additional staffing cost, staffing availability and facility availability. Please note that all polices of the Amenity Facilities remain in force for these special circumstances.
- (3) The volume of live or recorded music must not violate applicable City of Palm Coast noise ordinances.
- (4) The Pool and Tiki Bar Area will close at 10:00 p.m. when it is rented outside of normal hours of operation.
- (5) No glass, breakable items or alcohol are permitted in or around the pool deck area.
- (6) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. This policy regarding insurance coverage also pertains to certain events the District determines should require additional Event Liability coverage on a case by case basis (to be reviewed by the District Manager or the Board of Supervisors). The District shall be named as an additional insured party on any such policies, and a certificate of insurance illustrating the appropriate coverage amount and parties is to be provided to the Amenity Manager prior to the event.
- (7) When the facility is rented or reserved for a private function, food and non-alcoholic beverages shall only be provided by a licensed caterer or a restaurant service.
- (8) Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service will be required to provide to the Amenity Manager a certificate of insurance, naming the District as an additional insured party.
- (9) Patrons are not allowed to bring or use grills or smokers at Creekside Athletic Club. Patrons may hire an insured caterer to provide this service. The location of any grill or smoker will be at the discretion of the Amenity Manager. Such catering service will be required to provide to the Amenity Manager a certificate of insurance, naming the District as an additional insured party.
- (10) The Board of Supervisors has the right to waive rental fees and usage limits that do not exceed the fire code for private rentals, events, or activities they have reviewed on a case by case basis at the request of the Amenity Center Manager, District Manager or any Patron.

Indemnification

Each organization, group or individual reserving the use of a Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the

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

COMMUNITY GAZEBO POLICIES

Reservation and Parking

Property Owners, Registered Renters and Non-Resident Amenity Members may reserve either of the two Community Gazebos located at **Front Street Center Park*** and at the **Golf Course Clubhouse Pier**** for private events by contacting the Operations Manager's office (386) 447-1888. Reservations will be on a first come, first serve basis and are subject to approval by the Operations Manager or District Manager. Property Owners, Registered Renters and Non-Resident Amenity Members interested in reserving these areas must submit to the Operations Manager's office a complete and signed CDD Gazebo Facility Use Application, a copy of which may be obtained from the Operations Manager. The Gazebos are available from dawn to dusk each day.

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

General Policies

- (1) The Property Owners, Registered Renters and Non-Resident Amenity Members utilizing the Gazebo shall be responsible for thoroughly cleaning the Gazebo and its surrounding area subsequent to their use so that it is in as good a condition as existed prior to their use. Should the Property Owners, Registered Renters or Non-Resident Amenity Members fail to perform such adequate cleaning, the District shall have the option of cleaning, or causing to be cleaned, the Gazebo and the surrounding area and billing said Property Owners, Registered Renters or Non-Resident Amenity Members any fees or charges incurred relating to such cleaning.
- (2) Property Owners, Registered Renters and Non-Resident Amenity Members utilizing the Gazebo are responsible for ensuring that their House Guests and Daily Guests in attendance (if any) adhere to the policies set forth herein.

- (3) The volume of live or recorded music played at the Gazebo must not violate applicable City of Palm Coast noise ordinances.
- (4) Due to required deckboard spacing, proper footwear is required.

Indemnification

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

The District and its agent, employees and officers shall not be liable for, and the Property Owners, Registered Renters and Non-Resident Amenity Members user shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District’s lands, premises and/or facilities.

FISHING POLICY

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

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

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

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

TRASH TO TREASURES COMMUNITY YARD SALE

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

EXPULSION FROM PREMISES; SUSPENSION AND TERMINATION OF PRIVILEGES

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

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

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

Expulsion from Premises:

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

1. Hostile behavior that is a threat to other Patrons/ House Guests and Daily Guests, District Staff, Amenity Facilities Staff, and/or district property. Such hostile

behavior shall include, but not be limited to excessive argumentative behavior, violence or threats of violence.

2. Behavior that, if left unchecked by Staff, could either jeopardize the Food & Beverage Operator's Food & Beverage license(s) or otherwise affect its lawful operation of the District's Food & Beverage facilities.
3. Commission or threat of the commission of a criminal act occurring on District premises.

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Such physical expulsion from the premises shall be undertaken only by local Sheriff's deputies and not District or Amenity Facilities Staff, or a member of the Board of Supervisors. For these purposes, District's ~~Field~~ Operations Manager, District Manager, and the on-duty members of the ~~amenity-Amenity facilities-Facilities~~ Staff are hereby delegated the authority to execute a trespass notice adequate to cause the Sheriff's Department to expel the offending person. Upon issuance of a trespass notice, a copy shall be promptly transmitted to the District Manager. At the Board of Supervisors meeting next following issuance of the trespass notice, the Board shall discuss the notice and determine whether to ratify, extend or cancel the notice, and the Board shall follow the procedures set forth below in that regard.

Restriction or Suspension of District Privileges:

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

Relating to District Policies and Fees for All Amenity Facilities:

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

1. Fails to abide by the District Policies and Fees for All Amenity Facilities established and approved by the Board of Supervisors.
2. Submits false information on the application for an Access Card or House Guest's and Daily Guest's pass, on the Property Owner or Registered Renter authorization forms, or on any other documents utilized by the District in connection the use of the Amenity Facilities.
3. Permits unauthorized use of an Access Card or House Guest's and Daily Guest's pass.

4. Violates applicable law or ordinance.
5. Treats District Staff or the personnel or employees of the Amenity Facilities Staff, or Patrons and Guests, in an unreasonable or abusive manner. Such treatment includes, but is not limited to verbal and/or written communication.
6. Engages in conduct that is improper or likely to endanger the welfare, or safety of the District or Amenity Manager's staff, or Patrons and Guests.
7. Damages or destroys District property.
8. Compromises the integrity of security measures at any gated vehicle entry within the District. This activity shall include opening the gate for unauthorized vehicles, lifting the gate arm by hand, driving around the gate arms in motorcycles or other motorized vehicles or otherwise permitting vehicles to enter the District in a manner which is inconsistent with the District's gatehouse and GAD policies.
9. Fails, after notice, to comply with registration policies which may be adopted by the Board from time to time to identify those owners or registered renters who are authorized to use the Amenities.
10. Violates the District's Rules related to parking.

Consent to Video or Audio Recording:

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

District Suspension and Termination Process:

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

1. First Offense – Issuance of either a Verbal or a Written Warning by Staff of policy violations. After the initial Verbal or Written Warning, a follow-up written summary by the Amenity Manager or ~~Field~~ Operations Manager shall be transmitted to the CDD office. The summary shall describe the alleged offense in sufficient detail, and shall also state whether the matter is considered to have been resolved at the time of the warning. After the time of such transmittal, the summary shall be reviewed by the Chairman of the Board of Supervisors, or his designee, to determine what, if any, additional action shall be taken. The Chairman or his designee may make such investigation or inquiry as may be necessary to determine

any further course of action, including efforts to resolve the matter through informal means. At the discretion of the Chairman or such designee, the matter may be considered settled at that time, or further action may be required. The Chairman, or his designee, may at that time determine to deliver a written warning (a “Notice of First Offense”), which shall be sent by such designee or the District Manager by certified mail to the resident’s mailing address on file. (The Notice of First Offense may not necessarily occur immediately at the time of the violation, due to frequent, past instances of Patrons’ refusal to provide their name or contact information to Staff.) The Notice of First Offense shall have a term of sixty (60) days. However, if the Chairman or his designee believes that a longer term is warranted, the matter may be referred to the Board of Supervisors, which may, by action taken at a Board meeting, elect for the Notice of First Offense to have a longer term. Notwithstanding the foregoing, in the event that the First Offense falls within the scope of conduct described above under “Expulsion from Premises,” no warning shall be necessary prior to contacting the Sheriff’s Department and issuing the trespass notice described above. If the offense involves interference with the integrity of the guardhouse policies or the GAD policy, the Board may elect to suspend and deactivate any GAD that has been assigned to the offender and may suspend the offender’s right to register names with the guardhouse or make use of automatic call boxes to permit entry remotely at gates.

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

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

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

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

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

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

Notification and Right to Hearing.

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

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

The Affected Person shall have the right:

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

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

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

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

If the Affected Person wishes to appeal the determination of the Board of Supervisors, he/she may file a petition for writ of certiorari as authorized in the manner prescribed by the state appellate rules in the circuit court of the county, to review the decision of the Board of Supervisors. The court shall not conduct a trial de novo. The proceedings before the Board of Supervisors, including the testimony of witnesses, and any exhibits, photographs or other documents filed before them, shall be subject to review by the circuit court of the county. The petition together with the transcript of the testimony of the witnesses, as record of the proceedings, shall be filed in the circuit court within thirty (30) days after the pronouncement of the ruling by the Board of Supervisors to which such petition is addressed.

EXHIBIT 12

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES**

Flagler County, Florida

APRIL 29, 2022

TABLE OF CONTENTS
FOR SELECTION MANUAL

Public Notice.....3
Instructions to Applicants.....5
Evaluation Criteria Standard.....12
Form 330.....13
Affidavit of Acknowledgments.....14
Sworn Statement Regarding Public Entity Crimes16
Form of Contract.....19

**REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL
ENGINEERING SERVICES FOR THE GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT**

The Grand Haven Community Development District (the "District"), located in Flagler County, Florida, announces that it is soliciting professional engineering services to be performed on a continuing basis for the District's earthwork, stormwater management systems, roadway improvements, landscape, irrigation, signage and lighting improvements, preserve areas, and other public improvements authorized by Chapter 190, Florida Statutes. The engineering firm or individual selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

The selection manual ("Selection Manual"), including the scope of work, instructions to applicants, evaluation criteria and other documents, will be available for public inspection by contacting the District Manager.

Any firm or individual ("Applicant") desiring to provide professional engineering services to the District must: (1) hold applicable federal, state and local licenses; (2) be authorized to do business in Florida in accordance with Florida law; and (3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," along with pertinent supporting data.

The District will review all Applicants consistent with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). Each interested Applicant must submit an original copy and one (1) electronic copy (PDF format on a USB flash drive) of the Qualification Statement, along with all other requested attachments, by 11:00 a.m. on May 27, 2022 ("Submittal Deadline"), to the attention of Howard McGaffney, District Manager, c/o Vesta/DPFG Management & Consulting, 250 International Parkway, Suite 208, Lake Mary, FL 32746.

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Furthermore, all Applicants – and specifically the individual(s) who would be responsible for providing the engineering services and interacting with the District's representatives on a day-to-day basis shall be available to present the Applicant's Qualifications Statement and respond to questions at the District's June 16, 2022, Board meeting to be held at 9:00 a.m. at the Grand Haven Room, 2001 Waterside Parkway, Palm Coast, Florida 32137, and, upon the District Board's request, such other meetings as the District's Board may designate (contact the District Manager for time/location, and any adjustments to the date).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and Selection Manual, and the highest ranked Applicant will be requested to enter into contract negotiations.

Any protest regarding the terms of this Notice, or the Selection Manual on file with the

District Manager, must be filed in writing, within seventy-two (72) hours after the Submittal Deadline under the District's Rules of Procedure. Additional information and requirements regarding protests are set forth in the Selection Manual and the District's Rules of Procedure, which are available from the District Manager.

Any and all questions relative to this Request for Qualifications shall be directed in writing by e- mail only to Howard McGaffney at hmac@vestapropertyservices.com.

Howard McGaffney, District Manager

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES
Flagler County, Florida

Instructions to Applicants

SECTION 1. DUE DATE. Qualification Statements (defined herein) must be received by each applicant ("Applicant") no later than 11:00 a.m. (EST) on May 27, 2022 ("Submittal Deadline"), at the Offices of the District Manager, c/o Vesta/DPFG Management & Consulting, 250 International Parkway, Suite 208, Lake Mary, FL 32746, Attention: Howard McGaffney.

SECTION 2. SCOPE OF WORK. The District is a special purpose unit of local government established under Chapter 190, Florida Statutes, for the purpose of financing, acquiring, constructing, operating and maintaining public infrastructure improvements. Related thereto, the District is soliciting qualification statements for professional engineering services for the District's earthwork, stormwater management systems, roadway improvements, landscape, irrigation, signage and lighting improvements, preserve areas, and other public improvements authorized by Chapter 190, Florida Statutes. This work shall also include all related permit applications, as well as, any renewals and modifications to the District's permits. In addition, the District's engineer will be required to attend meetings of the District's Board of Supervisors when requested. This work ("Project") shall be performed on an as-needed, continuing basis as requests are received.

SECTION 3. CONTENTS OF QUALIFICATION STATEMENTS. Each Applicant shall submit a qualification statement ("Qualification Statement") using U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," and shall additionally provide all of the following information as part of such Qualification Statement regardless of whether the information is called for by Form 330 or not:

- a) A listing of the position / title and corporate responsibilities of key management or supervisory personnel. Include résumés for each person listed, and list years of experience in present position for each party listed and years of experience on projects similar to the Project;
- b) A listing of the engineer point of contact and any other personnel (or subcontractors) proposed for the Project. Include résumés for each person listed, and list years of experience in present position for each party listed and years of experience on projects similar to the Project;
- c) Information relating to the Applicant's past experience and performance for projects similar to the Project. Please specifically describe any prior or current

experience with community development districts established under Chapter 190 of the Florida Statutes.

- d) At least three (3) references from projects of similar scope to the Project. Include information relating to the work conducted for each reference as well as a name, address and phone number of a contact person. The Applicant acknowledges and agrees by submitting a Qualification Statement that the District may contact such references;
- e) A brief narrative description of the Applicant's approach to providing the services as described herein;
- f) Information relating to whether the Applicant is a certified minority business enterprise;
- g) Information relating to the Applicant's willingness and ability to meet time and budget requirements;
- h) Information relating to the geographic location of the Applicant's headquarters and local offices;
- i) Information relating to the recent, current and projected workloads of the Applicant;
- j) Information relating to the volume of work previously awarded to the Applicant by the District;
- k) Information relating to the Applicant's financial capacity;
- l) A listing of the Applicant's current state, federal, and local licenses and the statuses of the same;
- m) A current certificate of insurance, or equivalent information, identifying the Applicant's current insurance limits and demonstrating the Applicant's errors and omissions and other insurance;
- n) Information relating to whether, over the past 10 years, Applicant has been terminated from any contract, and, if so, the reasons for such termination, and, if no such conditions exist, Applicant shall affirmatively disclose the same;
- o) Information relating to whether, over the past 10 years, Applicant has defaulted on any contract or is in arrears on any contract, or for failure to demonstrate proper licensure and business organization, and, if no such conditions exist, Applicant shall affirmatively disclose the same;
- p) Information relating to whether, over the past 10 years, Applicant has been

involved in any litigation involving any contract or work and the status and/or results of such litigation, and, if no such conditions exist, Applicant shall affirmatively disclose the same;

- q) Information relating to whether, over the past 10 years, Applicant has been the subject of any governmental action of any kind (e.g., investigation, proceeding, penalty, licensure issue, etc.) and the status and/or results of such action, and, if no such conditions exist, Applicant shall affirmatively disclose the same; and
- r) Completion of any other forms contained within this Selection Manual.

Applicants shall not submit as part of any Qualification Statement a proposal for the compensation to be paid under the agreement.

SECTION 4. INSURANCE. As noted above, each Applicant should include as part of its Qualification Statement a current Certificate of Insurance, or equivalent information, identifying the Applicant's current insurance limits and demonstrating the Applicant's ability to provide errors and omissions and other insurance. As part of any contract negotiations and final contract with the Applicant, the District may require that the Applicant provide such coverage in connection with the Project and identify the District, and the District's officers, supervisors, agents, staff, and representatives as additional insureds, and, in the event an Applicant is unable to provide such insurance, the District reserves the right to cease negotiations with that Applicant and enter into negotiations with the next highest qualified Applicant. The District further reserves the right to revise the insurance and indemnification requirements, among other contract provisions, in connection with any contract negotiations.

SECTION 5. FINANCIAL CAPACITY. In evaluating the Qualification Statements, the District may consider the financial capacity of each Applicant, and accordingly each Applicant should submit relevant information regarding financial capacity, as stated above. In the event the Applicant enters into contract negotiations with the District, the District may in its sole discretion require that the Applicant provide sufficient proof of financial capacity, including, if requested, audited financial statements from the last three years.

SECTION 6. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Selection Manual are to be directed in writing via e-mail only to Howard McGaffney, District Manager, athmac@vestapropertyservices.com. The deadline for submitting such questions shall be 11:00 a.m. (EST) on May 13, 2022. Additionally, the District reserves the right in its sole discretion to make changes to the Selection Manual up until the deadline for submitting the Qualification Statements. Interpretations or clarifications considered necessary in response to any questions, and any changes to the Selection Manual up until the time of Qualification Statement opening, will be issued by Addenda, to all parties recorded as having received the Selection Manual. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed

to all Applicants. No inquiries will be accepted from subcontractors; the Applicant shall be responsible for all queries. In submitting a Qualification Statement, each Applicant shall submit an acknowledgment of receipt of all Addenda and represents that it has read and understands the Selection Manual and that the Qualification Statement is made in accordance therewith.

SECTION 7. SUBMISSION OF QUALIFICATION STATEMENT. Each Applicant shall submit an original copy and one (1) electronic copy (PDF format on a USB flash drive) of the Qualification Statement forms, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an envelope, marked with the project title "GRAND HAVEN CDD ENGINEERING SERVICES" and name and address of the Applicant and accompanied by the required documents. If the Qualification Statement is sent through the mail or other delivery system, the sealed envelope shall be enclosed in an envelope with a notation "QUALIFICATION STATEMENT ENCLOSED FOR GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT ENGINEERING SERVICES" on the face of it.

SECTION 8. MODIFICATION AND WITHDRAWAL. Qualification Statements may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Qualification Statements are to be submitted at any time prior to the time and date the Qualification Statements are due; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications or supplementations, and as otherwise permitted by Florida law. No Qualification Statement may be withdrawn after opening for a period of one hundred twenty (120) days.

SECTION 9. PUBLIC PRESENTATIONS. In connection with evaluating Qualification Statements submitted to the District, the District's Board of Supervisors ("Board") may elect to require public presentations by no fewer than three (3) Applicants (unless fewer submit) regarding an Applicant's Qualification Statement, approach to the Project, ability to furnish required services for the Project, and any relevant questions for the Applicant. The individual(s) who would be responsible for providing the engineering services and interacting with the District's representatives on a day-to-day basis shall be available at such presentations. The presentations are initially scheduled to occur at the District's June 16, 2022 meeting, to be held at the Community Room at Grand Haven Room, 2001 Waterside Parkway, Palm Coast, Florida 32137, as well as at such other meeting or meetings as the District's Board may designate (contact the District Manager for time/location, and any adjustments to the date).

SECTION 10. EVALUATION OF QUALIFICATION STATEMENTS; NEGOTIATION PROCESS; CONTRACT AWARD. The Board shall review and rank the Applicants based on the information provided in the Qualification Statements, any interviews with references, any information from public presentations, and any other information generally within the knowledge of the Board or the District's staff, and using the requirements set forth in the CCNA and in this Selection Manual. Chapter 112 of the Florida Statutes will govern any voting conflicts of interest, and as such a voting

conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

The highest ranked Applicant will be requested to provide a proposal for compensation to be paid under the agreement and shall enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. In connection with any public presentations, the Board may elect to make an initial ranking of Applicants, select only the top three (or all) Applicants to make public presentations, and then further adjust the rankings based on the presentations, or may adjust the process involving public presentations in its sole discretion. Within fourteen (14) days of the conclusion of any successful contract negotiations, the District and successful Applicant shall enter into an agreement in a form substantially similar to that set forth in the Selection Manual (subject to the terms of this Selection Manual).

SECTION 11. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all Qualification Statements and waive any informalities or irregularities in Qualification Statements where in the best interests of the District, and as determined by the District's Board in its sole discretion.

SECTION 12. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Selection Manual, the only mandatory requirements of this Selection Manual for Applicants are that each Applicant must (a) be authorized to do business in Florida, and (b) hold all required State and Federal licenses in good standing. All other requirements set forth in the Selection Manual shall be deemed "permissive," in that an Applicant's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Applicant's Qualification Statement, but instead in the Board's discretion may result in the disqualification of a Qualification Statement or alternatively may be taken into account in the evaluation and scoring of the Qualification Statement.

SECTION 13. PROTESTS. Any protest relating to the Selection Manual, including but not limited to protests relating to the Qualification Statement notice, the instructions, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Selection Manual, or any other issues or items relating to the Selection Manual, must be filed in writing, within seventy-two (72) hours after the Submittal Deadline. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Selection Manual.

Any person who files a notice of protest of any kind shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be

approved by the District and in the amount of Five Hundred Dollars (\$500.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No Applicant shall be entitled to recover any costs of Qualification Statement preparation or other participation in the selection process, regardless of the outcome of any protest.

SECTION 14. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.

SECTION 15. PUBLIC RECORDS. The District is a governmental entity, and, accordingly, the Qualification Statements will become public record. That said, Florida law does recognize certain exceptions from the public records laws. In the event that the Applicant believes that any particular portion of the Qualification Statement is exempt from disclosure, the Applicant shall mark the exempt pages as "CONFIDENTIAL – EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Applicant. In the event that the District reasonably and in good faith believes that the Applicant's information is not confidential or exempt under Florida law, the District may provide the information in response to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Applicant's information, the District may require the Applicant to indemnify, defend, and hold harmless the District and its staff and representatives from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

SECTION 16. SUBMISSION OF ONLY ONE PROPOSAL. Applicants may be disqualified and their Qualification Statements rejected if the District has reason to believe that collusion may exist among Applicants, the Applicant has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 17. FAMILIARITY WITH THE LAW. By submitting a Qualification Statement, the Applicant is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Applicant will in no way relieve it from responsibility to perform the work covered by the Applicant in compliance with all such laws, ordinances and regulations.

SECTION 18. PUBLIC ENTITY CRIMES. Pursuant to Section 287.133(2)(a), Florida Statutes:

^(b)A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime

Commented [m2]: Updated this; also paragraph number is different.

may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

Applicant represents that in submitting a Qualification Statement, the Applicant has not been placed on the convicted vendor list within the last 36 months and, in the event that the Applicant is placed on the convicted vendor list, the Applicant shall immediately notify the District whereupon the Applicant may be disqualified.

SECTION 19. TABLE OF DEADLINES. For the convenience of the Applicants, the table provided below lists the relevant dates and times for the relevant aforementioned deadlines and events:

Event	Time
Availability of Selection Manual	9:00a.m. (EST) on May 4, 2022
Deadline for Submission of Questions Regarding Selection Manual	11:00 a.m. (EST) on May 13, 2022
Deadline for Submission of Qualification Statement and Other Required Materials	11:00a.m. (EST) on May 27, 2022
Deadline for Selection Manual Protests	Seventy-two (72) hours after the Submittal Deadline, with a more formal and detailed protest due seven (7) calendar days after the initial notice of protest was filed.
Qualification Presentation at Meeting of District’s Board of Supervisors	9:00 a.m.. (EST) on June 16, 2022

It is anticipated that the District’s Board of Supervisors will make a final ranking regarding this Request for Qualifications at the District’s June 16, 2022, Board of Supervisors meeting.

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL ENGINEERING SERVICES
Flagler County, Florida**

Evaluation Criteria

- 1) **Ability and Adequacy of Professional Personnel** (Weight: 30 Points)
Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.
 - 2) **Engineer's Past Performance and Experience** (Weight: 30 Points)
Experience on projects similar to the Project, and past performance regarding such projects; character, integrity, and reputation of respondent; etc.
 - 3) **Geographic Location** (Weight: 10 Points)
Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.
 - 4) **Ability to Meet Time and Budget Requirements** (Weight: 10 Points)
Consider the consultant's ability to meet time and budget requirements including staffing levels and past performance on previous projects; etc.
 - 5) **Recent, Current and Projected Workloads** (Weight: 10 Points)
Consider the recent, current and projected workloads of the firm.
 - 6) **Financial Capacity** (Weight: 10 Points)
Consider the firm's financial capacity and insurance levels.
- APPLICANT'S TOTAL SCORE (100 Points Possible)**

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES
Flagler County, Florida**

**Architect-Engineer Qualifications. Standard Form
330 (OMB No. 9000-0157, (Rev. 7/2021))**

[THIS FORM MAY BE FOUND AT <https://www.gsa.gov/Forms/TrackForm/32994>]

AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF _____ COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“**Applicant**”), and am authorized to make this Affidavit of Acknowledgments on behalf of Applicant.

2. I assisted with the preparation of, and have reviewed, the Applicant’s Qualification Statement (“**Qualification Statement**”) provided in response to the Grand Haven Community Development District Request for Qualifications for Professional Engineering Services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Applicant to constitute good cause for rejection of the Qualification Statement.

3. I do hereby certify that the Applicant has submitted only a single Qualification Statement and has not, either directly or indirectly, participated in collusion relating to the submission of the Qualification Statement.

4. The Applicant agrees through submission of the Qualification Statement to honor its Qualification Statement for one hundred and twenty (120) days from the opening of the Qualification Statements, and if awarded the contract on the basis of this Qualification Statement and further negotiations with the District, to enter into and execute the contract in a form substantially similar to that included in the Selection Manual.

5. The Applicant acknowledges the receipt of the complete Selection Manual as provided by the District and as described in the Selection Manual’s Table of Contents, and, to the extent that Addendums have been issued, the receipt of the following Addendum Nos.: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Submittal Deadline, the Applicant acknowledges that (i) the Applicant has read, understood, and accepted the Selection Manual; (ii) the Applicant has had an opportunity to consult with legal counsel regarding the Selection Manual; (iii) the Applicant has agreed to the terms of the Selection Manual; and (iv) the Applicant has waived any right to challenge any matter relating to the Selection Manual, including but not limited to any protest relating to the Qualification Statement notice, instructions, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Selection Manual, or any other issues or items relating to

the Selection Manual.

7. The Applicant authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the University Place Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Qualification Statement, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Applicant.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

Dated this _____ day of _____, 2022.

Applicant: _____

By: _____

Title: _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by _____ of _____, by means of (check one) physical presence or online notarization, who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

Notary Public, State of Florida
Print Name: _____ Commission No.: _____
My Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133,
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to
Grand Haven Community Development District.

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“**Applicant**”), and am authorized to make this Sworn Statement on behalf of Applicant.
2. Applicant’s business address is _____.
3. Applicant’s Federal Employer Identification Number (FEIN) is _____.
(If the Applicant has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.)
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means “a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.”
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means “a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere”
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

“A predecessor or successor of a person convicted of a public entity crime;” or

“An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate”

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Commented [m4]: Updated.

Commented [m5]: Updated.

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means "any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity [and includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity."

Commented [m6]: Updated.

8. Based on information and belief, the statement which I have marked below is true in relation to the Applicant submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final

order.)

_____The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133, Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2022.

Applicant: _____

By: _____

Title: _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____ of _____, by means of (check one) physical presence or online notarization, who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

Notary Public, State of Florida
Print Name: _____ Commission No.: _____
My Commission Expires: _____

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES
Flagler County, Florida**

Form of Contract

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (the “**Agreement**”) is made and entered into effective the ____ day of _____, 2022, by and between:

Grand Haven Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Flagler County, Florida, with a mailing address of c/o Vesta/DPFG Management & Consulting, 250 International Parkway, Suite 208, Lake Mary, FL 32746 (the “**District**”); and _____, with a mailing address of _____ (the “**Engineer**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes, by Ordinance 97-03 adopted of the Board of County Commissioners of Flagler County, Florida; and

WHEREAS, the District is authorized to plan, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, Florida Statutes, the District solicited qualifications from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, Florida Statutes; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually

covenanted and agreed as follows:

ARTICLE 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

ARTICLE 2. SCOPE OF SERVICES.

- A. The Engineer will provide general engineering services, including:
 - 1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
 - 2. Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
 - 3. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects.
 - 4. Any other items requested by the Board of Supervisors.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - 1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 - 2. Processing of contractor's pay estimates.
 - 3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - 4. Final inspection and requested certificates for construction including the final certificate of construction.
 - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - 6. Any other activity related to construction as authorized by the Board.

- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

ARTICLE 3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service or project bring authorized (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

ARTICLE 4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. Lump Sum Amount – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

B. Hourly Personnel Rates – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit A**, attached hereto and incorporated by this reference. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

ARTICLE 5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s

travel policy.

- B. Expense of reproduction, postage and handling of drawings and specifications.

ARTICLE 6. TERM OF AGREEMENT. It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

ARTICLE 7. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

ARTICLE 8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

ARTICLE 9. OWNERSHIP OF DOCUMENTS.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer in the District's sole discretion to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator,

or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

ARTICLE 10. ACCOUNTING RECORDS. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

ARTICLE 11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

ARTICLE 12. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent Engineer's best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

ARTICLE 13. INSURANCE.

- A. Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 2. Commercial General Liability Insurance, including, but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.
 3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non- owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.
 4. Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).
- B.** All insurance policies secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.
- C.** The District and the District's officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida
- D.** If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

ARTICLE 14. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 15. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

ARTICLE 16. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

ARTICLE 17. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

ARTICLE 18. INDEMNIFICATION. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District and the District's officers, supervisors, agents, staff, and representatives (together, the "Indemnitees"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including without limitation the Engineer's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.6 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and No Cents (\$2,000,000.00) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

ARTICLE 19. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement. In addition, Engineer acknowledges as follows:

A. The District is subject to the requirements of section 448.095, Florida Statutes, pertaining to the use of the E-Verify system to confirm the work authorization status of all employees hired on or after January 1, 2021. By signing this Agreement Contractor acknowledges and confirms that it is registered with and uses the E-Verify system to confirm the work authorization status of all new hires. Contractor further confirms that it shall only subcontract work to be performed under this Agreement to subcontractors who are registered with and use the E-Verify system and have provided to Contractor the affidavit described in section 448.095(2)(b). Contractor must maintain a copy of the subcontractor's affidavit for the duration of this Agreement.

B. Upon a good faith belief that Contractor has knowingly violated section 448.09(1), District shall terminate this Agreement. Such termination shall not constitute a breach by the District. In addition, Contractor may not thereafter be awarded a public contract for at least 1 year after the date on which this Agreement was terminated and shall be liable to District for any additional costs incurred thereby as a result of the termination.

C. Upon a good faith belief that any of Contractor's subcontractors have knowingly violated section 448.09(1), but the Contractor otherwise complied with this subsection, District shall promptly notify the Contractor and order the Contractor to immediately terminate its contract with the subcontractor.

ARTICLE 20. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

ARTICLE 21. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Flagler County, Florida.

ARTICLE 22. NOTICE. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Engineer: [TO BE INSERTED]

B. If to District: **Grand Haven** Community Development
District
c/o DPF Management & Consulting
250 International Parkway, Suite 208
Lake Mary, FL 32746
Attn: Howard McGaffney

With a copy to: Clark & Albaugh, LLP
700 W. Morse Boulevard, Suite 101
Winter Park, Florida 32789
Attn: Scott D. Clark, Esq., District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day's written notice to the parties and addressees set forth herein.

ARTICLE 23. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Engineer acknowledges that the designated public records custodian for the District is Jackie Leger ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, **JACKIE LEGER** AT **321-263-0132**, EXT. **741**, JLEGER@DPFGMC.COM, **250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FL 32746**.

ARTICLE 24. NO THIRD-PARTY BENEFITS. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would

otherwise be barred by operation of law.

ARTICLE 25. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 26. ASSIGNMENT. Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

ARTICLE 27. CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

ARTICLE 28. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

ARTICLE 29. ARM'S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

ARTICLE 30. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 31. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 32. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect

the meaning or construction of any of the provisions of this Agreement.

ARTICLE 33. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees and costs at all judicial levels.

ARTICLE 34. ACCEPTANCE. Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

ARTICLE 35. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Attest:

**GRAND HAVEN COMMUNITY
DEVELOPMENT DISTRICT**

Assistant Secretary/Secretary

Chairperson, Board of Supervisors

[ENGINEER]

Witness

By: _____
Its: _____

EXHIBIT A: Schedule of Rates

Exhibit A
Schedule of Rates

EXHIBIT 13

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL ENGINEERING SERVICES
Flagler County, Florida**

Evaluation Criteria

1) Ability and Adequacy of Professional Personnel (Weight: 30 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Engineer's Past Performance and Experience (Weight: 30 Points)

Experience on projects similar to the Project, and past performance regarding such projects; character, integrity, and reputation of respondent; etc.

3) Geographic Location (Weight: 10 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Ability to Meet Time and Budget Requirements (Weight: 10 Points)

Consider the consultant's ability to meet time and budget requirements including staffing levels and past performance on previous projects; etc.

5) Recent, Current and Projected Workloads (Weight: 10 Points)

Consider the recent, current and projected workloads of the firm.

6) Financial Capacity (Weight: 10 Points)

Consider the firm's financial capacity and insurance levels.

APPLICANT'S TOTAL SCORE (100 Points Possible)

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT

RFQ For District Engineering Services

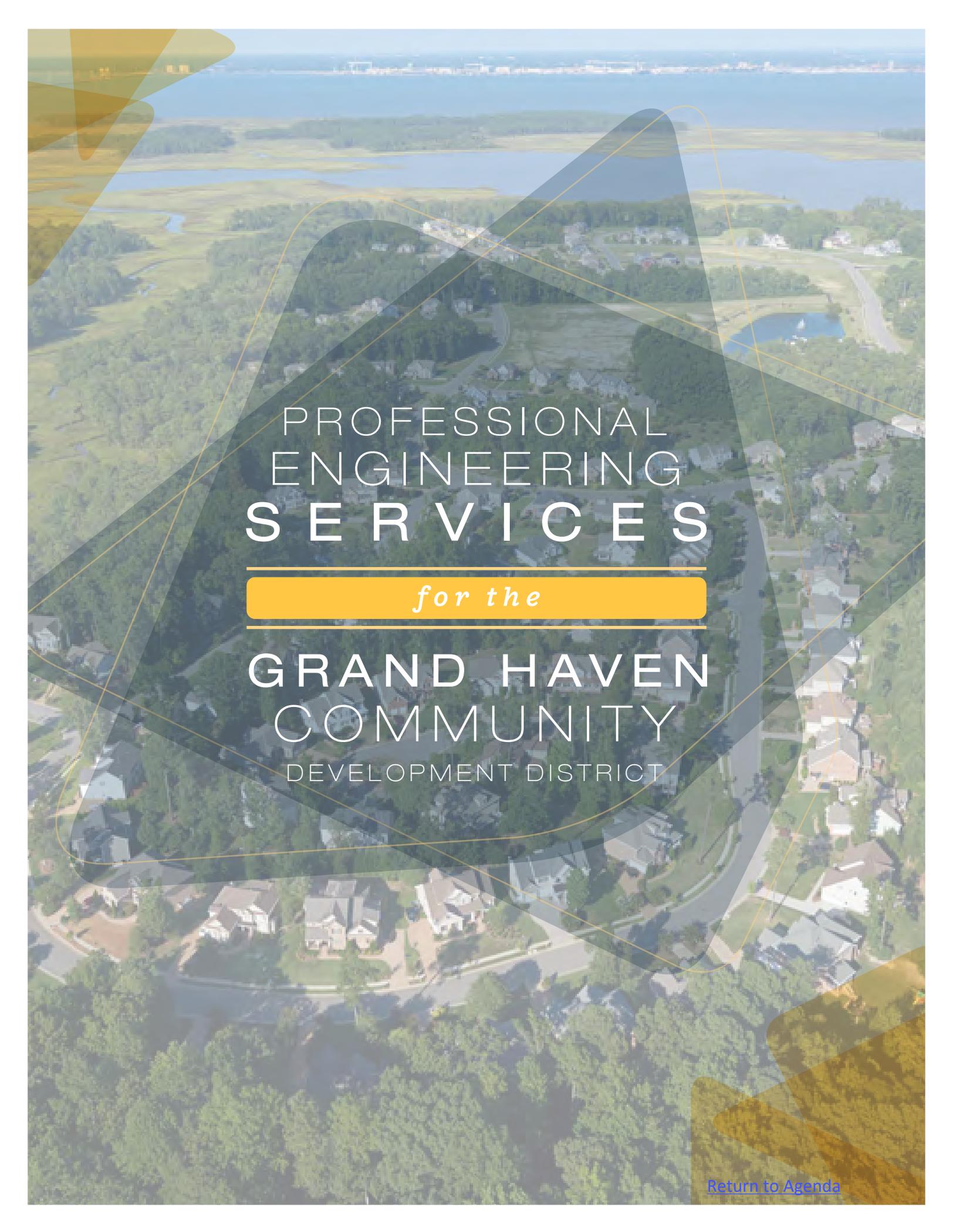
SUPERVISOR EVALUATION/RANKING SHEET

RESPONDENT

EVALUATION CRITERIA

Respondent	Ability & Adequacy	Past Performance & Experience	Geographic Location	Time & Budget Requirements	Recent, Current, & Projected Workloads	Financial Capacity
	30 Points	30 Points	10 Points	10 Points	10 Points	10 Points
Kimley-Horn						
MDG						
Notes:						

EXHIBIT 14



PROFESSIONAL
ENGINEERING
SERVICES

for the

GRAND HAVEN
COMMUNITY
DEVELOPMENT DISTRICT

MAY 27, 2022

Mr. Howard McGaffney
District Manager
Vesta/DPFG Management and Consulting, LLC
250 International Parkway, Suite 280
Lake Mary, FL 32746

**Re: Request for Qualifications (RFQ) for Professional Engineering
Services for the Grand Haven Community Development District**

Dear Mr. Howard McGaffney and Members of the Selection Committee:

One of the most gratifying aspects of our business is the ability to form lasting working relationships with our clients and other professionals. Kimley-Horn is proud to be serving as Interim District Engineer for the Grand Haven Community Development District and hopes to continue that relationship by serving as your permanent professional engineering consultant. We are best suited to serve you for the following reasons:

Dedicated team. As your project manager, I will be your first point of contact. My experience includes large-scale land development projects for both public- and private-sector clients. These projects have given me the opportunity to extensively interact with a wide range of groups and individuals, including local citizens, city staff, and members of various permitting agencies. I understand that a strong commitment to client satisfaction must be the foundation of our service to you and I am personally dedicated to serving the District.

Unparalleled knowledge of the site. Prior to joining Kimley-Horn, I served the District on a variety of projects, including providing construction plans for new pickleball courts; maintaining the paving program for the District; implementing a stabilization program for bank erosion along several ponds; and diagnosing a significant water intrusion problem within the Village Center. Most recently, Kimley-Horn provided miscellaneous engineering services for the District, which included a stormwater needs analysis. Given this significant experience, Kimley-Horn is uniquely positioned to serve as the District's engineering consultant and trusted advisor.

Integrated services. With more than 1,000 staff members in Florida, our team is supported by a responsive and diverse group of engineers, landscape architects, planners, environmental experts, and support staff. We will ensure the necessary in-house resources are available to meet the needs of the District on this contract.

Commitment. Kimley-Horn's continuity of staff and 55+ years of experience, combined with our vast resources, will be invaluable to the successful execution of assignments under this contract. We look forward to the opportunity to serve as your trusted consultant.

Very truly yours,

Kimley»Horn



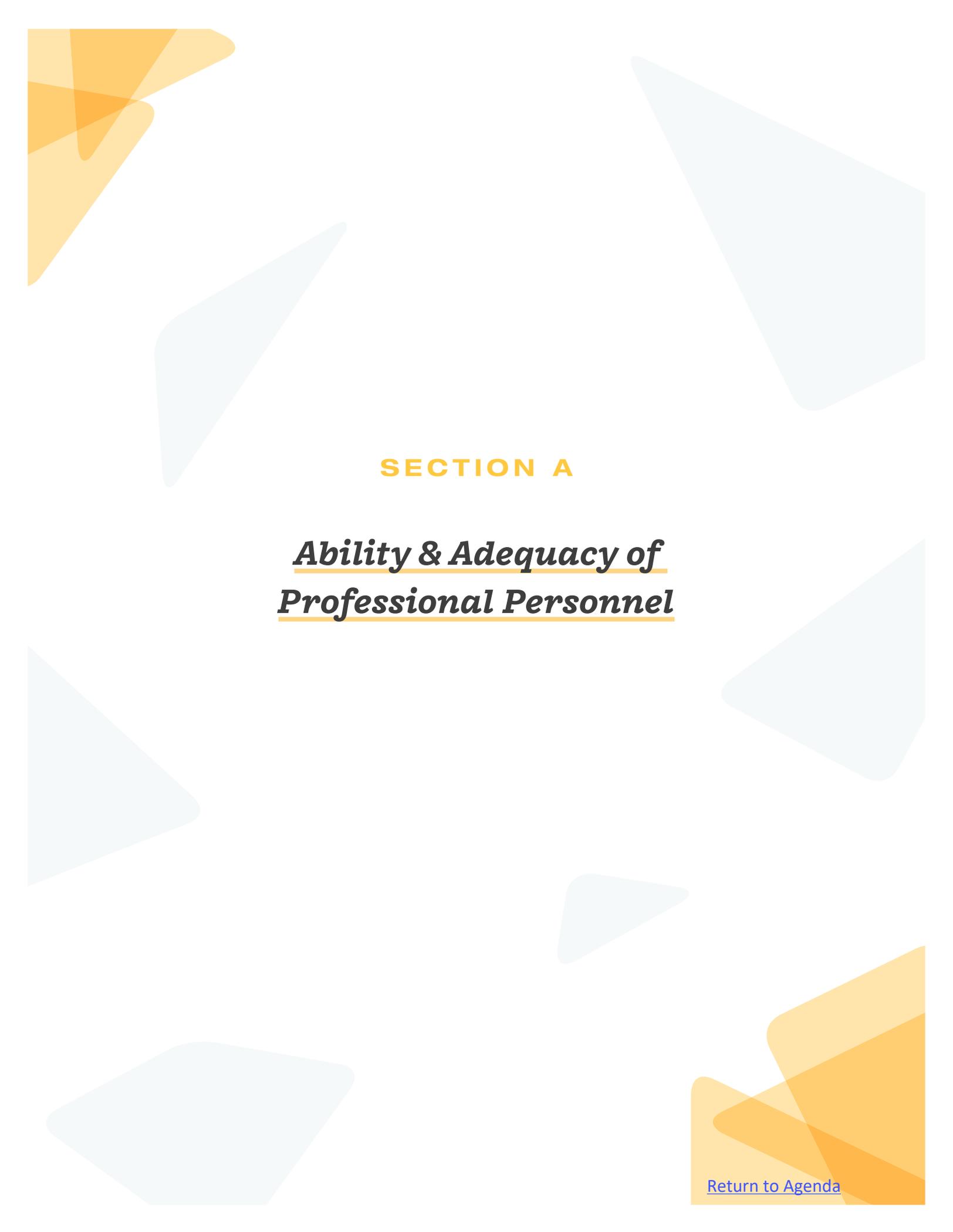
DAVID SOWELL, P.E.
PROJECT MANAGER



CHRISTOPHER TOWNE, P.E.
ASSISTANT SECRETARY

Table of Contents

A.	ABILITY & ADEQUACY OF PROFESSIONAL PERSONNEL	4
B.	ENGINEER'S PAST PERFORMANCE & EXPERIENCE	8
C.	REFERENCES	10
D.	PROJECT APPROACH	12
E.	CERTIFIED MINORITY BUSINESS ENTERPRISE	14
F.	ABILITY TO MEET TIME & BUDGET REQUIREMENTS	16
G.	GEOGRAPHIC LOCATION	18
H.	RECENT, CURRENT & PROJECTED WORKLOADS	20
I.	VOLUME OF WORK PREVIOUSLY AWARDED BY THE DISTRICT	22
J.	FINANCIAL CAPACITY	24
K.	APPLICABLE PROFESSIONAL LICENSES	26
L.	CERTIFICATE OF INSURANCE	29
M.	INFORMATION RELATING TO TERMINATION	31
N.	INFORMATION RELATING TO DEFAULT	33
O.	INFORMATION RELATING TO LITIGATION	35
P.	INFORMATION RELATING TO GOVERNMENTAL ACTION	37
Q.	STANDARD FORM 330	39
R.	FORMS	67



SECTION A

***Ability & Adequacy of
Professional Personnel***

Ability & Adequacy of Professional Personnel

The District needs a consultant team that can navigate the responsibilities and challenges presented by this contract with a clear, visionary approach, as well as a proactive partner who is familiar with the local area. Kimley-Horn's experience with the District and other clients in Flagler County provides you with unmatched service, responsiveness, and essential local knowledge. Our employees are sincere, reliable, and professional, with the drive to initiate innovative methods and solutions to your requests. Outlined below are the qualifications of our key project team members.



DAVID SOWELL, P.E.

PROJECT MANAGER/SITE DESIGN & PERMITTING

David is a project manager focused on managing the needs of clients and growing Kimley-Horn's presence in Florida. He has 18 years of technical experience, including engineering reviews, studies, and analysis; civil/site development; construction management; roadway design, site planning, paving, grading, and drainage; and utility design. In addition to his technical experience, David spent time in the public sector with the City of Gainesville Public Works Department where he administered roadway and water quality retrofit projects. This diverse experience has given David the ability to understand the needs of municipal clients and the ability to tailor pragmatic solutions to the problems these different sectors typically face.



THOMAS INMAN, P.E.

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Thomas has 21 years of stormwater design and environmental permitting experience involving a wide range of county, city, municipal, and private clients. Thomas has served as Engineer of Record (EoR) for projects throughout the City of Bunnell, City of Flagler Beach, City of Palm Coast, and Flagler County. In addition to professional experience, Thomas is involved in local community service by participating in Flagler Family Life Center, Flagler County Chamber of Commerce (FCCOC), Leadership Flagler, and Backyard Makeover.



ALLISON MEGRATH, AICP, CNU-A

GRANTS

Allison has 29 years of experience in land use planning, zoning updates, entitlement, project management, industrial site certification, stakeholder engagement, regulatory compliance, grant writing and administration, and economic development. Her primary practice centers around working with the public sector to update Comprehensive Plans and Land Development Regulations, and to create Economic Development Strategies. Allison also works to identify alternative funding strategies for many local governments in Florida. She has experience with all aspects of the grant process from identification, to preparing applications, tracking award announcements, administration, and finally, successful project implementation and grant award closeout.



RAIFORD (MIKE) MULLIS, PLA, ASLA

LANDSCAPE ARCHITECTURE & IRRIGATION

Mike is a professional development consultant and landscape architect with more than 25 years of experience on a wide variety of multi-disciplinary design and permitting projects for both the public- and private-sectors. His extensive technical project experience includes land planning, master planning, streetscapes, park design, site planning, amenities design, and trails. Mike is also experienced in facilitating public engagement meetings and design charrettes. He takes pride in building consensus and partnering with our clients to implement memorable, functional, resilient, and sustainable places that both inspire wonder and creatively solve complex challenges.



ALAN GARRI, P.E.

STORMWATER

Alan is a senior project manager with more than 19 years of experience involving water, wastewater, stormwater, and roadway design. Alan's water resources expertise includes water quality for total nitrogen (TN) removal, septic to sewer programming and design, vacuum sewer design, and hydrology and hydraulic modeling. Alan has designed and managed the construction of several traditional gravity sewer and lift station systems, vacuum sewer systems, and low-pressure systems throughout the state. Alan has additional expertise that complements his septic tank removal and central sewer installation experience, including general civil engineering, construction management, grant application assistance and compliance, and BMAP modification and compliance.



WILLIAM (DELANEY) MARKHAM, E.I.

STORMWATER/SITE DESIGN & PERMITTING

Delaney has over one year of civil engineering experience assisting with all aspects of production including site design, utility design, permitting, and grading for multi-acre residential, commercial, and institutional projects. He is technically skilled in AutoCAD, AutoCAD Civil 3D, ArcMap 10.8.1, ICPR 3, PONDS 3.3, Excel, Hydaflow Storm Sewers Extension, BMP Trains 2020, and AutoTURN 11.



CHRISTOPHER (CHRIS) TOWNE, P.E.

ROADWAY & TRANSPORTATION

Chris has more than 25 years of experience working on a variety of project types including roadway, bridge, airport, structural, drainage, water, sanitary sewer, and site civil design.



ZAID AJLANI, E.I.

ROADWAY & TRANSPORTATION

Zaid has more than four years of civil engineering experience, including site visits, traffic analysis, and the preparation of roadway, signing and marking, and erosion control plans.

Brame Heck Architects, Inc.

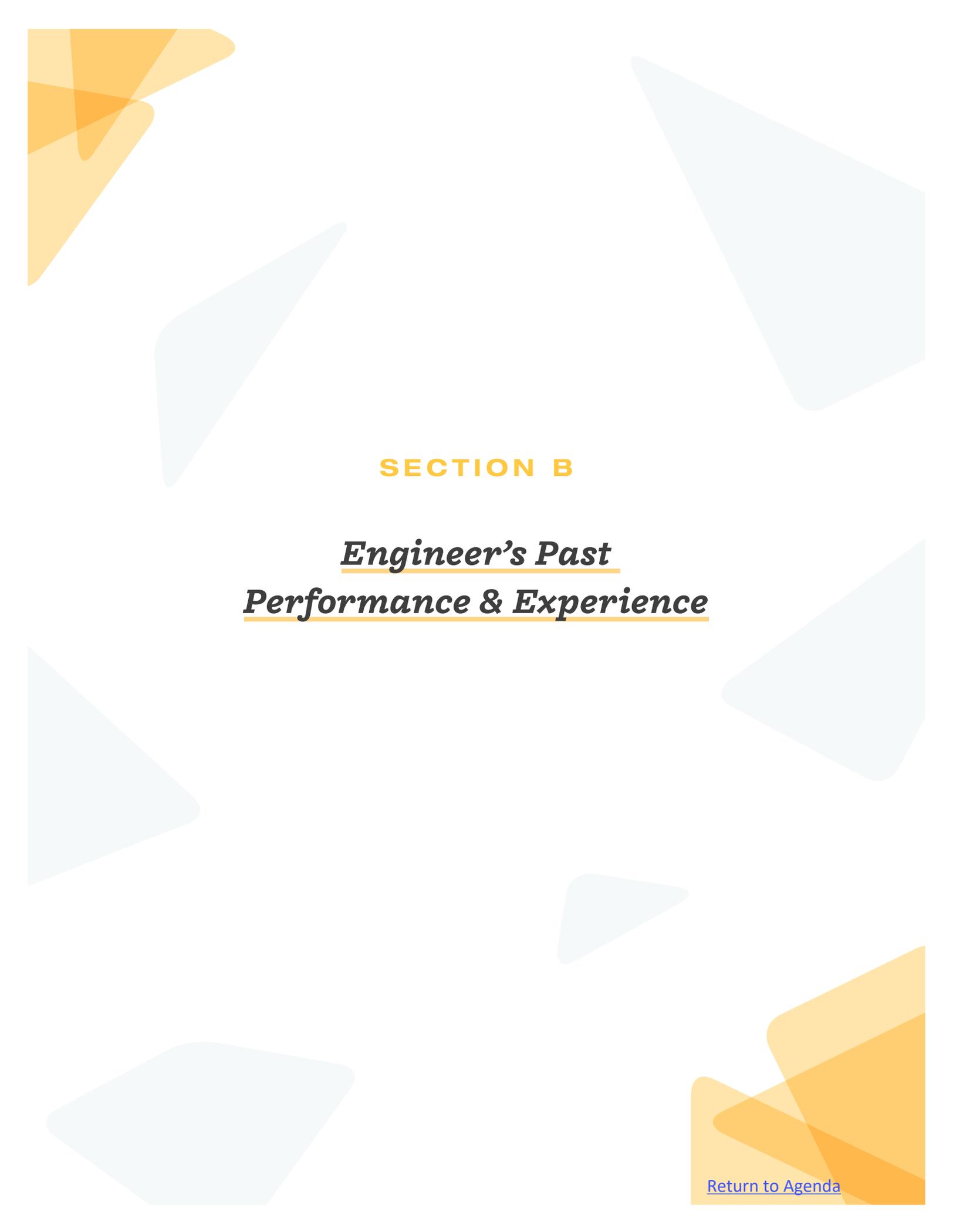


MICHAEL (MICK) RICHMOND, AIA, NCARB, LEED AP

ARCHITECT

Mick has worked as an architect, designer, and educator since 1991. He has accumulated a wide range of architectural experience, working on new buildings, tenant fit-outs, renovations, and additions on project types ranging from institutional facilities to primary, secondary and higher education, commercial, and residential. He has carried projects through all phases from programming through construction administration and post-occupancy evaluation. Clients on these projects have included universities, municipal/county governments, homeowners, school districts, business owners, the GSA, and the US State Department. Mr. Richmond serves as Principal-in-Charge on all active projects and oversees all work in the firm from concept to completion.

Individual resumes for each of our key staff members can be found in Part I, Section E of the Standard Form 330 at the end of this qualifications package.



SECTION B

Engineer's Past
Performance & Experience

Engineer's Past Performance and Experience

Kimley-Horn provides urban and development planning and landscape architectural services for a wide variety of public and private clients throughout Florida and the United States. Throughout our 55-year history, we have served numerous local governments in Florida and are proud of the role we play in shaping the development, and in many cases, the redevelopment of Florida's communities. A hallmark of our services to clients is our ability to provide a full range of services for a multitude of urban and transportation planning and public infrastructure improvements. Our multi-disciplined teams can take your projects from inception through implementation—all while keeping your initial goals for your projects at the forefront of each step of the process.

A few examples of our range of services include:

- ▶ Helping two new communities develop their first comprehensive plan
- ▶ Assisting several communities with their evaluation and appraisal reports and related comprehensive plan amendments
- ▶ Helping initiate regional activity centers and transportation concurrency exception areas
- ▶ Teaming with developers and communities to develop design guidelines for specific projects
- ▶ Site plan review, traffic, and other concurrency reviews
- ▶ Engaging the public in design, visioning, and transportation workshops and charrettes for several communities
- ▶ Performing traffic studies and transportation planning including a transit-oriented design feasibility study, transportation master plans, transportation concurrency management database, and multiple parking and downtown parking garage studies

Community Development Districts Kimley-Horn has served in Florida:

- | | |
|---|--|
| ▶ Boca Royale CDD – Sarasota, FL | ▶ Village Center CDD – The Villages, FL |
| ▶ Lakewood Ranch CDD – Sarasota, FL | ▶ Midtown Miami CDD – Miami, FL |
| ▶ Blackburn CDD – Sarasota, FL | ▶ Sumter Landing CDD – The Villages, FL |
| ▶ Central Parc CDD – Sarasota, FL | ▶ Mayfair CDD – Lake Wales, FL |
| ▶ City Center CDD – Polk, FL | ▶ Kenmare at Lake Annie CDD – Dundee, FL |
| ▶ Coastal Lake CDD – Walton, FL | ▶ Greyhawk Landing CDD – Manatee County, FL |
| ▶ Grove Resort CDD – Winter Garden, FL | ▶ Waterlefe CDD – Sarasota, FL |
| ▶ Miami World Center CDD – Miami, FL | ▶ Venetian CDD – Sarasota, FL |
| ▶ Sumter Landing CDD – The Villages, FL | ▶ Blackburn Creek CDD – Sarasota, FL |
| ▶ Premium Point CDD – St. Augustine, FL | ▶ Highlands CDD – Hillsborough County, FL |
| ▶ Reserve CDD – Port St. Lucie, FL | ▶ Mills & Nebraska CDD – Orlando, FL |
| ▶ Rivington CDD – DeBary, FL | ▶ Cottages Silver Oaks CDD – Zephyrhills, FL |
| ▶ The District CDD – Jacksonville, FL | ▶ Boynton Village CDD – Boynton Beach, FL |
| ▶ Westridge CDD – Polk County, FL | ▶ Sarasota National CDD – Sarasota, FL |
| ▶ Oakmont Grove CDD – Polk, FL | ▶ Stoneybrook at Venice CDD – Sarasota, FL |
| ▶ Victor Posner City Center CDD – Polk County, FL | ▶ Tara CDD – Bradenton, FL |
| ▶ Hawthorne Mill CDD – Lakeland, FL | ▶ Legends Bay CDD – Sarasota, FL |
| ▶ Fox Branch Ranch CDD – Lakeland, FL | ▶ Beacon Lakes CDD – Miami, FL |
| ▶ Mills Park CDD – Orlando, FL | ▶ Manatee River CDD – Bradenton, FL |
| ▶ Bonnet Creek CDD – Winter Park, FL | ▶ Arbor Greene CDD – Tampa, FL |
| ▶ Bayi CDD – Ocala, FL | ▶ Cross Creek CDD – Bradenton, FL |
| ▶ Bay Laurel Center CDD – Ocala, FL | ▶ Veranda CDD – Port St. Lucie, FL |
| ▶ Coastal Lake CDD – Panama City Beach, FL | ▶ Parkland Preserve CDD – St. Augustine, FL |
| ▶ The Villages CDD – The Villages, FL | ▶ River Road at Center Road CDD – Sarasota, FL |



SECTION C

References

References

NAME: *Brian Singleton, P.E. | City of Gainesville*

ADDRESS: P.O. Box 490, Mail Station 58, Gainesville, FL 32602

PHONE NUMBER: 352.393.8801

INFORMATION RELATING TO THE WORK CONDUCTED:

Kimley-Horn prepared roadway plans, signing and marking plans, and traffic studies under a continuing services contract negotiated through a CCNA compliant selection process.

NAME: *Linda Dixon, AICP | University of Florida*

ADDRESS: 245 Gale Lemerand, PO Box 115050, Gainesville, FL 32611-5050

PHONE NUMBER: 352.273.4010

INFORMATION RELATING TO THE WORK CONDUCTED:

Kimley-Horn prepared roadway plans, signing and marking plans, signal design plans, and traffic studies under several large project contracts and a continuing services contract negotiated through a CCNA compliant selection process.

NAME: *Kenneth Blocker | Village Center Community Development District*

ADDRESS: 984 Old Mill Run, The Villages, FL 32162

PHONE NUMBER: 352.751.3939

INFORMATION RELATING TO THE WORK CONDUCTED:

Kimley-Horn prepared conceptual planning, public involvement, design, permitting services, and construction phase administration under the Village Center Community Development District Multimodal Path System Master Plan and Design contract. Park features included multimodal transportation paths, walking paths constructed of flexible surfaces, landscaping and irrigation system design, parking, lighting, golf practice areas, and exercise stations specifically designed for the senior population.

“GREAT PROJECT... EVEN BETTER
ARE THE REVIEWS, THEY HAVE BEEN
PLENTIFUL, LOUD & APPRECIATIVE.

The area is alive!”

- JANET TUTT, FORMER DISTRICT MANAGER,
VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

The page features several large, semi-transparent abstract shapes in shades of orange and light blue, scattered across the white background. These shapes are primarily triangles and polygons with rounded corners, some overlapping each other.

SECTION D

Project Approach

Project Approach

Grand Haven is a model community and a near perfect example of what a Community Development District (CDD) can accomplish when properly managed. The amenities are impeccable, and the pride of ownership is evident within the community. Grand Haven is also approaching full build-out and the fee earning capacity of the CDD is beginning to level out. Infrastructure is also aging which is resulting in increased maintenance and repair costs. These factors can lead to a significant budget crisis without proper planning.

Kimley-Horn's approach will be to collaboratively develop a list of objectives and goals for the future of Grand Haven. We will then leverage our expertise in grant acquisition and infrastructure management to achieve those goals and prevent crises from occurring. **Kimley-Horn has provided grant assistance to our clients resulting in more than \$275 million in grants and outside funding.** We have developed a resource library of information on state and federal funding sources and will assist you in making the most of available resources. We will not try to upsell unnecessary services to Grand Haven and will always deliver a budget conscious approach to every situation. The bottom line is we will listen to your needs, develop a plan to address those needs, search for untapped grant sources to fund those needs, and execute the plan to fulfil those needs.

SECTION E

Certified Minority
Business Enterprise

Certified Minority Business Enterprise

Although Kimley-Horn is not a certified minority business, we have company policy of meeting or exceeding our clients’ minority business participation goals. Through corporate policies and philosophy, our firm actively seeks to encourage and promote the use of MBE/WBE/SDVOSB firms. We provide interested minority firms/women owned firms/service-disabled veteran-owned small businesses with the opportunity to serve as subconsultants on our teams and we actively seek to increase our large database of qualified MBE/WBE firms for use on future projects. Our aggressive MBE/WBE/SDVOSB utilization policy ensures that Kimley-Horn is consistently furthering the positive economic development momentum advocated by the state of Florida using minority/women-owned/service-disabled veteran-owned businesses.

Our performance in using minority firms over the past 5 years is as follows:

Year	Total Paid
2021	\$54.6 million
2020	\$54.5 million
2019	\$41.5 million
2018	\$23.5 million
2017	22.3 million

“OUR FIRM
 ACTIVELY SEEKS
 TO *encourage &
 promote* THE USE OF
 MBE/WBE/SDVOSB
 FIRMS.”



SECTION F

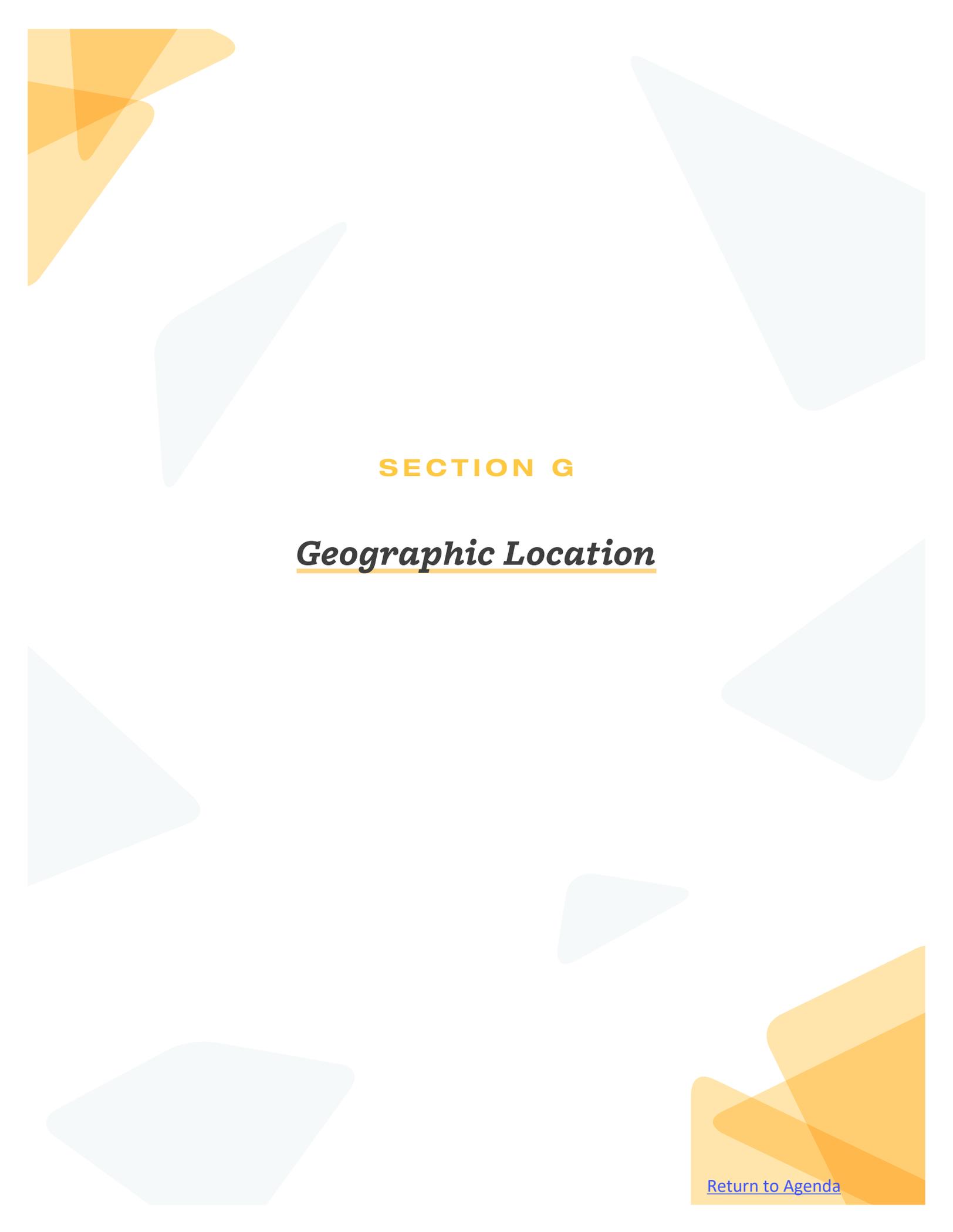
**Ability to Meet Time &
Budget Requirements**

Ability to Meet Time & Budget Requirements

Kimley-Horn has a proven record of performing on time and within budget. The key to our success is managing the right resources at the right time. We emphasize project management using bi-monthly effort reports that give our project managers up-to-date staffing and expense information related to their projects. This information enables them to continuously monitor the status of project cost, cost control effectiveness, and schedule. Kimley-Horn often schedules bi-monthly telephone meetings with our clients to communicate the project's progress.

Frequent communication and a clear definition of the responsibilities of team members are critical elements in maintaining schedules. With that in mind, our project-specific work plan identifies critical project milestones and deliverable dates. We then will actively manage our team resources to meet the agreed-upon schedules and keep your project on track.

Our project manager, **David Sowell, P.E.**, will have the authority to allocate resources and troubleshoot difficulties. We pledge to view the project from your perspective, examine issues in a strategic context, and provide you with tactical solutions.



SECTION G

Geographic Location

Geographic Location

Kimley-Horn's Gainesville office will serve as the primary office responsible for overseeing the work related this project. In addition, we have the ability to call upon our nationwide partners for assistance, offering the resources of a large, nationally ranked firm with the personal attention and response of a dedicated, local professional team.

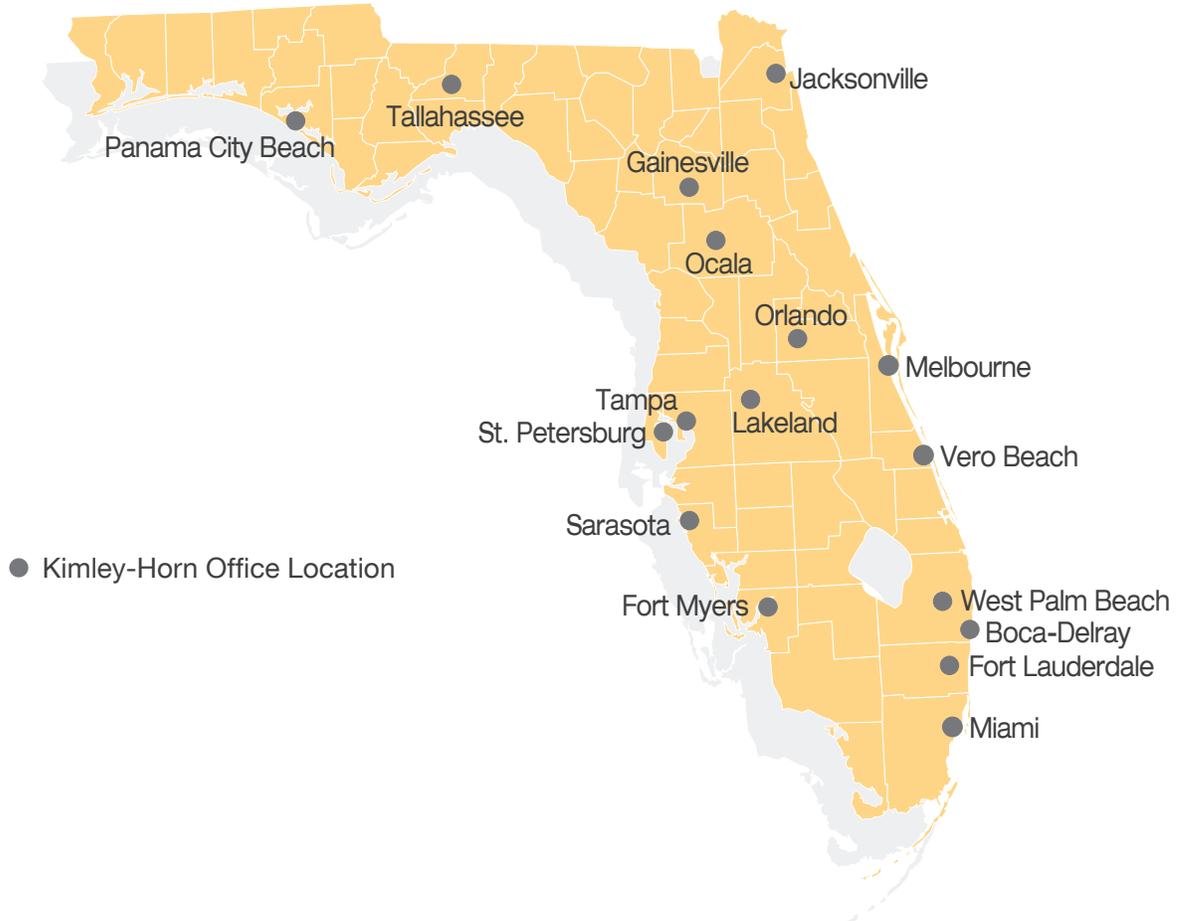
OUR GAINESVILLE OFFICE IS LOCATED AT:

800 Southwest 2nd Avenue, Suite 100
Gainesville, FL 32601
352.374.3274

KIMLEY-HORN'S CORPORATE HEADQUARTERS ARE LOCATED AT:

One Bank of America Plaza
421 Fayetteville Street, Suite 600
Raleigh, NC 27601
919.677.2000

Kimley-Horn's Florida Office Locations





SECTION H

***Recent, Current &*
Projected Workloads**

Recent, Current & Projected Workloads

Kimley-Horn is very progressive when it comes to understanding its current and projected workload and has a long history of achieving successful project completion through a combination of effective project management and technical expertise. Consequently, Kimley-Horn is committed to providing the District with the highest quality staff and service to meet your project schedule and budget requirements. The members of our project team were selected using two criteria: (1) their experience with similar projects and (2) their availability to assume major technical responsibilities.

Based on a review of our workload forecasting program called “cast-aheads,” we can assure you that the staff members selected for this team are available to serve you and are in an excellent position to handle the workload of this assignment. When work is assigned to us, our cast-ahead system will ensure staff availability to successfully complete our assignments. In addition, we have strategically selected subconsultant partners with the technical capability and available resources to meet your needs. Many staff assigned to this project will not be needed full time but when they are required, they will be focused on this project 100% of their time.

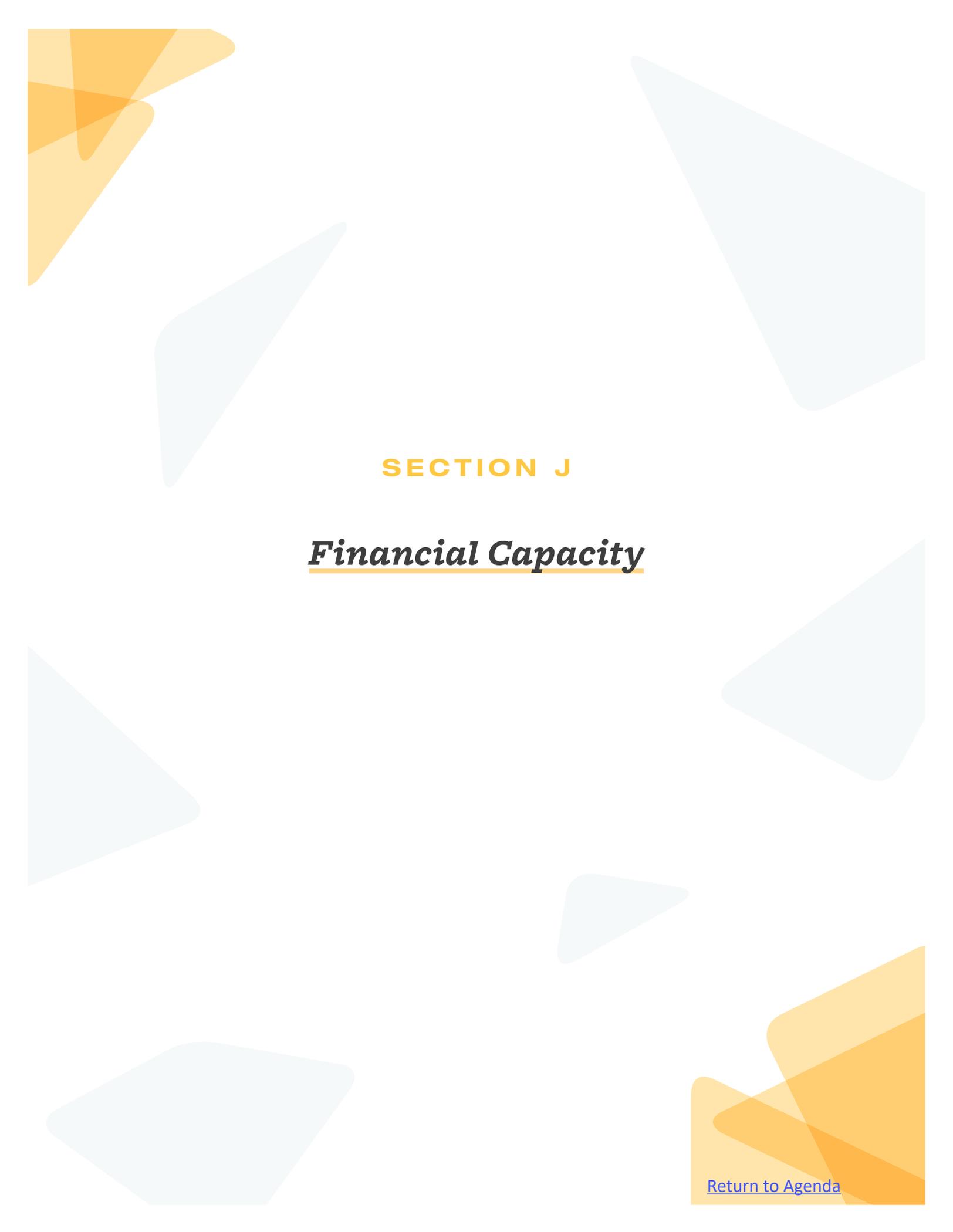
SECTION I

***Volume of Work Previously
Awarded by the District***

Volume of Work Previously Awarded by the District

Kimley-Horn has been awarded the following work by the District:

- ▶ Stormwater Needs Analysis (2022)
- ▶ Miscellaneous Engineering Services (2022)



SECTION J

Financial Capacity

Financial Capacity

Kimley-Horn is privately owned, financially strong, and positioned for continued financial health. We maintain a disciplined focus on business fundamentals, operate the firm conservatively, and our internal controls and business standards are designed to keep our financial foundation strong. In addition to sustaining healthy annual revenues and equity, Kimley-Horn maintains a robust cash flow and has an untapped eight-figure operating line of credit available for short-term cash flow needs. Kimley-Horn has the financial ability to successfully perform the services required by the District under this contract.

Kimley-Horn uses one institutional lender, Wells Fargo. If necessary, reference information can be obtained from the following contact:

MICHAEL PUGSLEY

Senior Vice President
Wells Fargo Bank, N.A.
150 Fayetteville Street, Suite 600
PO Box 3008
Raleigh, NC 27601
919.881.6469

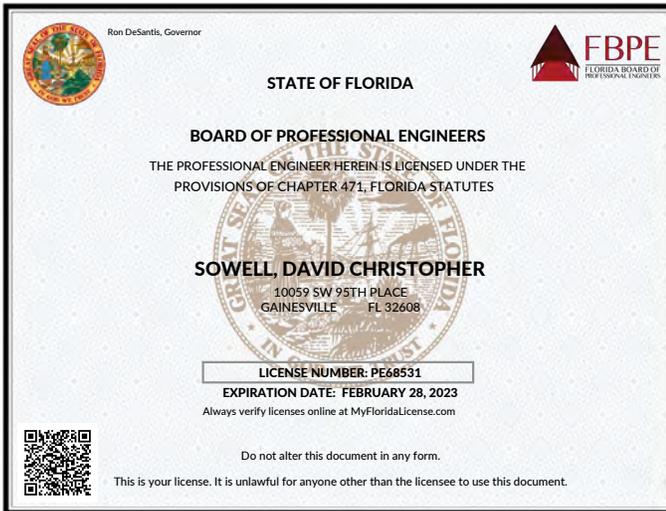
For any questions regarding Kimley-Horn's financial status, please contact Lindsey Balltzglier, Controller, at 919.678.4141.

SECTION K

Applicable
Professional Licenses

Applicable Professional Licenses

On October 1, 2019 HB827/SB616 went into effect creating the rules for Admirative code 61G15, which removes the requirement that engineers obtain a separate engineering business license (certificate of authorization) for their engineering firm.



Ron DeSantis, Governor

STATE OF FLORIDA

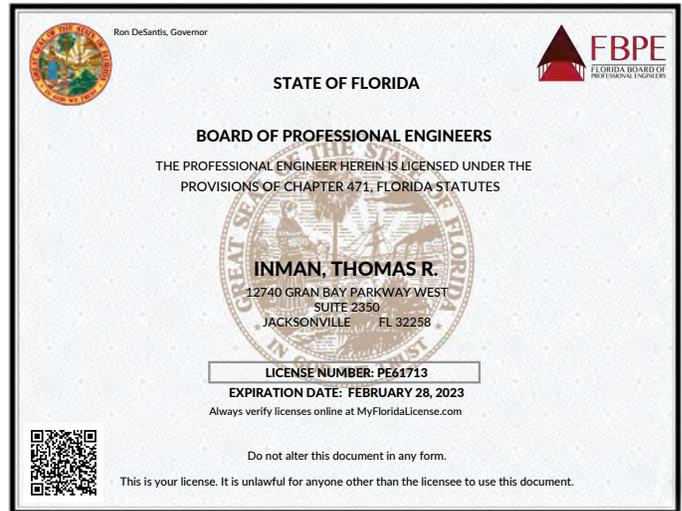
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS
 THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SOWELL, DAVID CHRISTOPHER
 10059 SW 95TH PLACE
 GAINESVILLE FL 32608

LICENSE NUMBER: PE68531
 EXPIRATION DATE: FEBRUARY 28, 2023
 Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

STATE OF FLORIDA

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INMAN, THOMAS R.
 12740 GRAN BAY PARKWAY WEST
 SUITE 2350
 JACKSONVILLE FL 32258

LICENSE NUMBER: PE61713
 EXPIRATION DATE: FEBRUARY 28, 2023
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AICP
 American Institute of Certified Planners
 Creating Great Communities for All

August 17, 2020

Allison Megrath, AICP
 2026 SW 77th Terrace
 Gainesville, FL 32607

RE: AICP Certification Verification

Please accept this letter as confirmation that Allison Megrath, AICP is a current member, in good standing, of the American Institute of Certified Planners (AICP), the professional institute of the American Planning Association (APA). The official details of the member's certification are:

AICP Certification Start Date: 4/1/2005
AICP Certification Number: 019583

AICP is the APA's professional institute, providing recognized leadership nationwide in the certification of professional planners, ethics, professional development, planning education, and the standards of planning practice.

AICP certified planners carry a high mark of distinction because they are required to meet rigorous standards, maintain their expertise through continuing education, and serve community interests.

For more information about the requirements to become AICP, please see our website www.planning.org/aicp.

Please let us know if we can offer any additional assistance.

Sincerely,

Ryan Zack, Certification Maintenance Associate

The American Planning Association's Professional Institute
 1030 15th St, NW Suite 750 West
 Washington, DC 20005



Florida Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

11:37:28 AM 3/24/2022

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

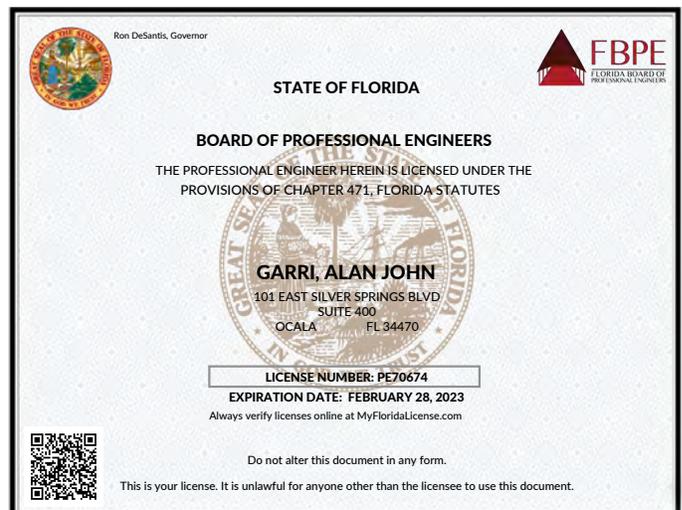
LICENSEE DETAILS

Licensee Information

Name:	MULLIS, RAIFORD MICHAEL (Primary Name)
Main Address:	805 NOTTAGE HILL ST ST JOHNS Florida 32259
County:	ST. JOHNS

License Information

License Type:	Registered Landscape Architect
Rank:	Landscape Arc
License Number:	LA6667393
Status:	Current,Active
Licensure Date:	05/21/2018
Expires:	11/30/2023



Ron DeSantis, Governor

STATE OF FLORIDA

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FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS
 THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

GARRI, ALAN JOHN
 101 EAST SILVER SPRINGS BLVD
 SUITE 400
 OCALA FL 34470

LICENSE NUMBER: PE70674
 EXPIRATION DATE: FEBRUARY 28, 2023
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STATE OF FLORIDA



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TOWNE, CHRISTOPHER DAVID

747 SW 2ND AVE
 SUITE 171, IMB #55
 GAINESVILLE, FL 32601

LICENSE NUMBER: PE66928

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Ron DeSantis, Governor

STATE OF FLORIDA



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

RICHMOND, MICHAEL PATRICK II

BRAME HECK ARCHITECTS INC.
 2858 NW 4TH LANE
 GAINESVILLE, FL 32607

LICENSE NUMBER: AR91268

EXPIRATION DATE: FEBRUARY 28, 2023

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State of Florida Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 10, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
 Great Seal of the State of Florida
 at Tallahassee, the Capital, this
 the Tenth day of February, 2022*



Randy Be
Secretary of State

Tracking Number: 9701669894CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

SECTION L

Certificate of Insurance

Client#: 25320

KIMLHORN

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola
	PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No):
	E-MAIL ADDRESS: jerry.noyola@greyling.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : National Union Fire Ins. Co. NAIC # 19445
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER B : Allied World Assurance Company (U.S.) 19489
	INSURER C : New Hampshire Ins. Co. 23841
	INSURER D : Lloyds of London 085202
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 21-22 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GL5268169	04/01/2021	04/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> AUTOS ONLY			CA4489663	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			03127930	04/01/2021	04/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2021 04/01/2021	04/01/2022 04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2104949	04/01/2021	04/01/2022	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

CERTIFICATE HOLDER Sample Certificate	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>D.H. Collins</i>

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SECTION M

Information Relating
to Termination

Information Relating to Termination

Kimley-Horn has not been terminated from any contract for cause or default.

SECTION N

Information
Relating to Default

Information Relating to Default

Kimley-Horn has not defaulted on any contract or is in arrears on any contract, nor for failure to demonstrate proper licensure and business organization.

SECTION 0

Information Relating
to Litigation

Information Relating to Litigation

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects, we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. From time to time, Kimley-Horn will file a lawsuit against a client for unpaid fees. We do not track these cases. It is not practical to provide a complete list as part of this proposal. In the last ten years, Kimley-Horn has had more than 33,632 active projects in Florida, 41 of which had some form of litigation. Of these cases, six were dismissed, 24 were settled, and 11 are pending. This represents 0.1219% of all projects completed by Kimley-Horn in Florida over the past ten years. None of the pending cases, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

SECTION P

Information Relating to
Governmental Action

Information Relating to Governmental Action

Kimley-Horn has not been the subject of any governmental action.

SECTION Q

Standard Form 330

ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION <i>(City and State)</i> Professional Engineering Services for the Grand Haven Community Development District, Flagler County, FL	
2. PUBLIC NOTICE DATE May 27, 2022	3. SOLICITATION OR PROJECT NUMBER N/A

B. ARCHITECT – ENGINEER POINT OF CONTACT

4. NAME AND TITLE David Sowell, P.E., Project Manager		
5. NAME OF FIRM Kimley-Horn and Associates, Inc.		
6. TELEPHONE NUMBER 352.415.1897	7. FAX NUMBER N/A	8. E-MAIL ADDRESS David.Sowell@kimley-horn.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.	<input checked="" type="checkbox"/>			Kimley-Horn and Associates, Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	800 Southwest 2nd Avenue, Suite 100 Gainesville, FL 32601	Site Design and Permitting, Grants, Stormwater, Roadway and Transportation
b.	<input checked="" type="checkbox"/>			Kimley-Horn and Associates, Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	12740 Gran Bay Parkway West, Suite 2350 Jacksonville, FL 32258	Quality Assurance/Quality Control, Landscape Architecture and Irrigation
c.	<input checked="" type="checkbox"/>			Kimley-Horn and Associates, Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	101 East Silver Springs Boulevard, Suite 400 Ocala, FL 34470	Stormwater
d.			<input checked="" type="checkbox"/>	Brame Heck Architects, Inc. CHECK IF BRANCH OFFICE	606 Northeast 1 st Street, Gainesville, FL 32601	Architecture
e.				CHECK IF BRANCH OFFICE		
f.				CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

Organizational Chart



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME David Sowell, P.E.	13. ROLE IN THIS CONTRACT Project Manager/Site Permitting and Design	14. YEARS EXPERIENCE a. TOTAL 18 b. WITH CURRENT FIRM <1	
15. FIRM NAME AND LOCATION <i>(City and State)</i> Kimley-Horn and Associates, Inc., Gainesville, FL			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science, Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Professional Engineer in Florida, #68531 FDEP Stormwater Erosion and Sedimentation Inspector, #13529	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If Applicable)</i>
a.	Grand Haven CDD Paving Program Flagler County, FL	2017	2017
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Check if project performed with current firm Prior to joining Kimley-Horn, David served as the project manager and district engineer responsible overseeing the overall paving program for the District. The program included evaluating the conditions of the roadways and prioritizing them into a five-year capital improvement program (CIP). The 2016-2017 projects included the milling and resurfacing of 12-lane miles of residential roadways. David's services included preparing construction plans and bid documents.		
b.	Flagler Beach Dune Crossover Flagler County, FL	2017	2017
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Check if project performed with current firm Prior to joining Kimley-Horn, David served as the Engineer of Record (EoR) responsible for the site design and permitting for a public dune crossover structure to replace the existing structure damaged by Hurricane Matthew.		
c.	Palm Coast Public Works Compound Flagler County, FL	Ongoing	N.A.
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Check if project performed with current firm Prior to joining Kimley-Horn, David served as the project manager responsible for overseeing the site civil design, permitting services, and construction administration for a new 30-acre public works compound for the City of Palm Coast.		
d.	Northside Park Improvements Alachua County, FL	2019	2020
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Check if project performed with current firm Prior to joining Kimley-Horn, David served as the project manager for the Northside Park Improvements project. The improvements consisted of an overlook terrace to the senior center, tennis court renovations, new pickleball courts, new bocce courts, new pentaquin courts, new racquetball courts, new pavilions, new playground equipment, disc golf course improvements, expanded parking, improved lighting, and other related infrastructure. David provided public outreach, engineering design, entitlements, stormwater and environmental permitting, and construction administration services for the project.		
e.	TB McPherson Park Tennis Courts Alachua County, FL	2019	2019
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Check if project performed with current firm Prior to joining Kimley-Horn, David served as the project manager for the TB McPherson Park Tennis Courts upgrades. The tennis courts were cracking and in significant need of upgrades to the overall playing infrastructure. David developed full construction documents that used a cost saving milling and reclamation method of construction. TB McPherson Park hosts multiple regional tennis tournaments every year and is a key part of the recreational programs for the City of Gainesville.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Thomas Inman, P.E.	13. ROLE IN THIS CONTRACT Quality Assurance/Quality Control (QA/QC)	14. YEARS EXPERIENCE	
		a. TOTAL 21	b. WITH CURRENT FIRM 21
15. FIRM NAME AND LOCATION <i>(City and State)</i> Kimley-Horn and Associates, Inc., Jacksonville, FL			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science, Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Professional Engineer in Florida, #61713	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Board Member, Flagler Family Life Center Member, Flagler County Chamber of Commerce (FCCOC) Member, Rotary International (RI)			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If Applicable)</i>
a.	Parkland Preserve St. Johns County, FL	2020	2020
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project engineer. Kimley-Horn is providing professional services for this single-family age-restricted subdivision in St. Johns County. When complete, the subdivision will feature 363 residential units on 114 acres and a four-acre amenity center. Our services included master infrastructure civil engineering design and associated civil engineering services; landscape architectural design services including tree inventory, mitigation, and irrigation plans; a master development plan map; meeting, support and project coordination; application preparation; floodplain/Federal Emergency Management Agency (FEMA) assistance; permitting through St. Johns County and the St. Johns River Water Management District (SJRWMD); construction phase services/bidding assistance; and additional services on an as needed basis.	X Check if project performed with current firm	
b.	South Flagler Beach Stormwater Improvements Flagler Beach, FL	2019	2020
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project engineer. Kimley-Horn provided grant funding administration and developed stormwater infrastructure for a total of eight miles of existing right-of-way. The improvements reduced direct stormwater runoff that adversely impacts city roads that currently serve as evacuation routes for South Flagler Beach. Construction funding was provided by the SJRWMD Rural Economic Development Initiative (REDI) funding and made possible by the application prepared by Kimley-Horn.	X Check if project performed with current firm	
c.	Julington Lakes St. Johns County, FL	2020	2020
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project engineer. Kimley-Horn is provided professional services for this luxury home community in St. Johns County. A majority of this unique neighborhood is conserved as a nature preserve, featuring several beautiful lakes for residents and their guests to enjoy. Our services included plat coordination and construction phase services. As part of our construction phase responsibilities, our team members performed the following tasks: bid preparation/contractor notification, conferences/meetings, site visits, observation of construction, recommendation with respect to defective work, clarifications and interpretations, shop drawings and samples, inspections and tests, and as-built reviews.	X Check if project performed with current firm	
d.	Bunnell Wastewater Treatment Facility (WWTF) Master Plan Bunnell, FL	2020	N.A.
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project manager. Our services included preparing a comprehensive water, wastewater, and reclaimed water utility master plan. The master plan identified and prioritized utility system capital projects necessary to support anticipated growth and address infrastructure renewal and replacement needs required to serve the existing five-, ten-, and 20-year future needs of the City's utility service area. Additional services included wastewater collection system hydraulic analysis/evaluation; WWTF master planning; reclaimed water distribution system hydraulic analysis; Capital Improvement Program (CIP) development; revenue sufficiency analysis; funding alternatives evaluation; and public involvement.	X Check if project performed with current firm	
e.	Crystal Lagoons Beachwalk St. Johns County, FL	2021	2021
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project engineer. Kimley-Horn was selected to provide professional civil and landscape architectural services for the development of this luxury living community featuring a 14-acre crystal lagoon as the centerpiece—the largest man-made water feature in the U.S. The project includes 800 home sites, a clubhouse, and over three million square feet of retail and commercial space along County Road 210. Kimley-Horn has been involved in this project since conceptual planning. Our services included conceptual design, full civil/site plans, construction documents, permitting services, bidding assistance, and construction phase services.	X Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Allison Megrath, AICP, CNU-A	13. ROLE IN THIS CONTRACT Grants	14. YEARS EXPERIENCE	
		a. TOTAL 29	b. WITH CURRENT FIRM 4
15. FIRM NAME AND LOCATION (City and State) Kimley-Horn and Associates, Inc., Gainesville			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor, Urban Studies		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) American Institute of Certified Planners, #019583 Congress for New Urbanism	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Experienced with traditional and non-traditional funding programs such as Community Planning Technical Assistance Grants, FRDAP Grants, and Community Development Block Grants, and Water Management District REDI Grants			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	City of Boynton Beach Grant Proposal – San Castle Drainage, Road, and Utility Improvements Boynton Beach, FL	2021	N.A.
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project manager. Kimley-Horn prepared a Rebuild Florida Community Development Block Grant – Mitigation (CDBG-MIT) General Infrastructure Grant application on behalf of the City of Boynton Beach for infrastructure improvements to the San Castle neighborhood. The funds were used for critical upgrades to an underserved population by improving road, utility, and stormwater components. It will raise the quality of life for the residents by providing a reliable source of drinking water, the ability to move freely in and out of the neighborhood and knowing that stormwater will properly drain following a major rain event. The project was one of 17 selected applications (out of 246 applications) and the City was awarded the full funding of \$16,500,000.	X Check if project performed with current firm	
b.	City of Hollywood Grant Proposal – Floodplain Management Plan Hollywood, FL	2020	N.A.
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project manager. Kimley-Horn prepared a CDBG-MIT Rebuild Florida General Planning Support Program grant application on behalf of the City of Hollywood to create a Floodplain Management Plan. The grant application was successful, and the City was funded \$400,000 to complete the plan. The Floodplain Management Plan intends to reduce or eliminate risk to people and property from flood hazards. The objective is to develop an overall strategy of programs, projects, and measures that will reduce the adverse impact of flood hazard.	X Check if project performed with current firm	
c.	City of Hollywood Grant Proposal – Liberia-Oakwood Wastewater Collection System Hardening Hollywood, FL	2020	N.A.
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project manager. Kimley-Horn prepared a CDBG Grant Disaster Recovery (DR) Infrastructure Repair Program grant for the City of Hollywood to repair and strengthen lift stations N-07, N-08, and associated pump station to ensure that the 4,079 residents within its basin are protected against loss of services. Over 85% of the community is low- to moderate-income. The project will allow the installation of permanent generators, lighting protection, and flood proofing to mitigate damage associated with storm surge and flooding up to and including the 500-year flood levels. The grant application was successful, and the City was funded \$3,435,000 to complete the upgrades.	X Check if project performed with current firm	
d.	SJRWMD Cost Share Rural Economic Development Initiative (REDI) Grant Flagler Beach, FL	2019	N.A.
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project manager. Kimley-Horn prepared a REDI grant for a flood control project for the City of Flagler Beach. The City was awarded the full requested amount of \$500,000.	X Check if project performed with current firm	
e.	Florida Department of Economic Opportunity (DEO) Community Planning Technical Assistance Grant (TAG) Crystal River, FL	2021	N.A.
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project manager. Kimley-Horn prepared a DEO Community Planning TAG for the City of Crystal River. This \$50,000 grant was sought to collect relevant existing stormwater infrastructure data, allow us to add layers to the City's geographic information system (GIS), and facilitate the City's new GIS system. The City was awarded the full amount.	X Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Mike Mullis, PLA, ASLA	13. ROLE IN THIS CONTRACT Landscape Architecture and Irrigation	14. YEARS EXPERIENCE a. TOTAL 25 b. WITH CURRENT FIRM 23	
15. FIRM NAME AND LOCATION <i>(City and State)</i> Kimley-Horn and Associates, Inc., Jacksonville, FL			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Landscape Architecture, Landscape Architecture		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Professional Landscape Architect in Florida, #045480000	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> ASLA Award of Merit – Oak Hammock at the University of Florida (UF) Rain Catcher Award – Environmental Protection Agency – Northwest Park, Morrisville, NC			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If Applicable)</i>
a.	<p>(1) TITLE AND LOCATION <i>(City and State)</i> Parkland Preserve St. Johns County, FL</p> <p>(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Landscape architect. Kimley-Horn is providing professional services for this single-family age-restricted subdivision in St. Johns County. When complete, the subdivision will feature 363 residential units on 114 acres and a four-acre amenity center. Our services included master infrastructure civil engineering design and associated civil engineering services; landscape architectural design services including a tree inventory, mitigation, and irrigation plans; a master development plan map; meeting, support, and project coordination; application preparation; floodplain/FEMA assistance; permitting through SJRWMD; construction phase services/bidding assistance; and additional services on an as needed basis.</p>	<p>PROFESSIONAL SERVICES 2020</p> <p>X Check if project performed with current firm</p>	<p>CONSTRUCTION <i>(If Applicable)</i> 2020</p>
b.	<p>(1) TITLE AND LOCATION <i>(City and State)</i> RiversEdge Jacksonville, FL</p> <p>(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project manager. Kimley-Horn partnered with The District's CDD to provide professional consulting services for the RiversEdge project, a 32-acre mixed-use development that's planned to transform downtown Jacksonville's Southbank. The project is proposed to include 1,170 residential units, 200,000 square feet of office space, 200,000 square feet of retail space, a 125-slip marina, over 4.5 acres of public parks and public facilities, 1,950-foot addition to the Riverwalk, riverfront bars and restaurants, and a hotel. Our services on this project include the civil roadway and utility infrastructure design and the landscape/hardscape concept and design of the public roadways, parks, and Riverwalk expansion intended to serve the future private developments.</p>	<p>PROFESSIONAL SERVICES Ongoing</p> <p>X Check if project performed with current firm</p>	<p>CONSTRUCTION <i>(If Applicable)</i> Ongoing</p>
c.	<p>(1) TITLE AND LOCATION <i>(City and State)</i> Julington Lakes St. Johns County, FL</p> <p>(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Landscape architect. Kimley-Horn is providing professional services for this planned luxury home community in St. Johns County. A majority of this unique neighborhood is conserved as a nature preserve, featuring several beautiful lakes for residents and their guests to enjoy. Our team is providing civil engineering services including plat coordination and construction phase services. As part of our construction phase responsibilities, our team members are performing the following tasks: bid preparation/contractor notification, conferences/meetings, site visits, observation of construction, recommendation with respect to defective work, clarifications and interpretations, shop drawings and samples, inspections and tests, and as-built reviews.</p>	<p>PROFESSIONAL SERVICES 2021</p> <p>X Check if project performed with current firm</p>	<p>CONSTRUCTION <i>(If Applicable)</i> 2021</p>
d.	<p>(1) TITLE AND LOCATION <i>(City and State)</i> JEA Headquarters Jacksonville, FL</p> <p>(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Landscape architect. Kimley-Horn provided entitlement, site civil engineering, landscape architecture, and permitting services for the 200,000-square-foot JEA Corporate Headquarters Office, located in downtown Jacksonville. Kimley-Horn is responsible for aiding JEA and their development team on entitlements (DDR and DIA), and the preparation of site development drawings for the state-of-the-art office building. Kimley-Horn worked closely with the design team to develop custom walls, planters, and bollards that provided an additional layer of protection while also being aesthetically pleasing to the general public.</p>	<p>PROFESSIONAL SERVICES 2019</p> <p>X Check if project performed with current firm</p>	<p>CONSTRUCTION <i>(If Applicable)</i> 2019</p>
e.	<p>(1) TITLE AND LOCATION <i>(City and State)</i> Global Home of the PGA TOUR Ponte Vedra Beach, FL</p> <p>(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Landscape architect. Kimley-Horn was selected to provide professional planning and civil engineering services for the development of the new 187,000-square-foot Global Home of the PGA TOUR. In addition to the three-story Global Home building, the site will include future office expansion areas, a spectator village, as well as an admissions gate and shuttle drop-off zone. Kimley-Horn is providing entitlement planning, engineering, and permitting services. Additional services include roadway design, traffic engineering, signal design, civil/site plans, and construction phase services. Kimley-Horn is coordinating permitting for the Global Home project through St. Johns County, SJRWMD, and the U.S. Army Corps of Engineers (USACE).</p>	<p>PROFESSIONAL SERVICES 2021</p> <p>X Check if project performed with current firm</p>	<p>CONSTRUCTION <i>(If Applicable)</i> 2021</p>

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Alan Garri, P.E.		13. ROLE IN THIS CONTRACT Stormwater		14. YEARS EXPERIENCE	
				a. TOTAL 20	b. WITH CURRENT FIRM 6
15. FIRM NAME AND LOCATION (City and State) Kimley-Horn and Associates, Inc., Ocala, FL					
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science, Mechanical Engineering			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer in Florida, #70674		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	Old City Yard Drainage Retention Area (DRA) Stormwater Pump Station Ocala, FL	2019	2020
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project manager. The City of Ocala designed and constructed a wetland recharge park. The park provides nutrient removal and treatment of reclaimed and stormwater flows generated within the City. The City identified the DRA known as the Old City Yard DRA as a source of stormwater for the park. The objective of this project was to design and permit improvements and add a stormwater lift station and conveyance system required to convey the stormwater flows from Old City Yard DRA through portions of Water Reclamation Facility 1 (WRF 1), and then to the wetland recharge park. Kimley-Horn provided data collection, infrastructure evaluation, DRA modification, lift station design, and permitting services.		
b.	Best Management Practices (BMP) Feasibility Study Crystal River, FL	2018	N.A.
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project manager. Kimley-Horn provided a BMP Feasibility Study to determine the best site locations for the implementation of stormwater BMP water quality improvements with the city limits of Crystal River to have a measurable benefit to the Kings Bay and Crystal River Watershed. The project involved evaluating and ranking dozens of potential stormwater management improvement projects to determine which BMPs would provide the most cost-effective water quality benefits. Projects were ranked based on proximity to the impaired water body, cost, nutrient reduction, and viability.		
c.	Crystal River Community Redevelopment Area (CRA) Stormwater Quality Master Plan Crystal River, FL	2017	N.A.
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project engineer. The creation of the Crystal River CRA Stormwater Quality Master Plan improved total nitrogen and total phosphorus water quality in Kings Bay. The master plan also streamlined the future development and redevelopment of waterfront community assets within the CRA boundaries. The master plan included the total boundary area of the CRA with a heightened focus on the waterfront areas. It identified and provided conceptual design calculations for the project that the City could execute that were regional in nature and provided compensatory treatment for waterfront overlay areas within the CRA. In addition, the master plan provided additional site-specific design parameters for waterfront urban infill that improved water quality, met regulatory permit requirements, and maximized developable area for economic benefit.		
d.	Stormwater Pump Station and Associated Stormwater Improvements for North Bay Road Design-Build Project Miami Beach, FL	2014	2015
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project manager and Engineer of Record (EoR). The project involved the relocation of three stormwater pump stations along Alton Road in the City of Miami Beach. The stations were located adjacent to Biscayne Bay on 10th Street, 14th Street, and adjacent to 5th Street. Our services included verification and completion of stormwater modeling for the stormwater pump stations, pump station and stormwater conveyance system design, and Florida Department of Transportation (FDOT) plan revisions. The design had to incorporate systems to remove trash and provide water quality prior to discharge. Permitting and submittals were made to the SFWMD and FDOT.		
e.	Sunnyhill Restoration Area (SRA) Berms Modeling Marion County, FL	2019	N.A.
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project engineer. The SRA is made up of 4,191 acres located six miles east of Weirsdale in Marion County. Portions of the Upper Ocklawaha River was channelized in the early 1900s which led to isolated and disconnected portions of the natural Upper Ocklawaha River channel. This project consists of developing a hydrologic and hydraulic model that can be used to evaluate a conceptual design to increase flows through the natural channel. Kimley-Horn made improvements to the internal berms within the SRA that are intended to support the proposed water level increase to elevation 52 to 55 feet NAVD88 in Areas A-C.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Delaney Markham, E.I.	13. ROLE IN THIS CONTRACT Stormwater/Site Design and Permitting	14. YEARS EXPERIENCE	
		a. TOTAL <1	b. WITH CURRENT FIRM <1
15. FIRM NAME AND LOCATION <i>(City and State)</i> Kimley-Horn and Associates, Inc., Gainesville, FL			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science, Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Engineering Intern, #1100024520	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Software Aptitude: AutoCAD Civil 3D, Arcmap 10.8.1, BMP Trains 2020, ICPR3, Microsoft Office, PONDS 3.3			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If Applicable)</i>
a.	Royal Park Apartments Alachua County, Florida	2022	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project analyst. Prior to joining Kimley-Horn, Delaney was responsible for preliminary site design, stormwater modeling, report writing, lift station design, permitting services, and creating maps/exhibits for the Royal Park Apartments. The project included tree inventory and condition assessment, wetland delineation, environmental assessments, exotic and invasive management plan, schematic site plan, preliminary public meetings, neighborhood workshop, plat vacation, floodplain compensation basin design, hydraulic culvert analysis, box culvert structural design, construction documents, and construction administration.	Check if project performed with current firm	
b.	University of North Florida (UNF) Kitchen Addition Duval County, Florida	2020	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project analyst. Prior to joining Kimley-Horn, Delaney was responsible for assisting with site design, plans production, stormwater modeling, and permitting to support the general civil site design of the Herbert Hall Kitchen addition at UNF. The project included drainage analysis, demolition drawings, utilities relocation, site development, loading docks access, and environmental permitting with the SJWMD and the FDEP.	Check if project performed with current firm	
c.	High Springs Subdivision Alachua County, Florida	2021	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project analyst. Prior to joining Kimley-Horn, Delaney was responsible for assisting with site design, stormwater modeling, preliminary plat layout, and creating maps/exhibits as needed for permitting. The project included civil engineering design and obtaining permits from the City of High Springs, Alachua County, and the Suwannee River Water Management District (SRWMD).	Check if project performed with current firm	
d.	AOTC New Office Brevard County, Florida	2021	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project analyst. Prior to joining Kimley-Horn, Delaney was responsible for assisting with site design, plans production, stormwater modeling, report writing, permitting services, and creating maps/exhibits for the new AOTC office. The project included civil engineering design and obtaining permits from the City of Titusville, the SJWMD, and the FDEP.	Check if project performed with current firm	
e.	University of Florida (UF) 640 IFAS Blueberry Research Alachua County, Florida	2021	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project analyst. Prior to joining Kimley-Horn, Delaney was responsible for assisting with site design, plans production, and implementing plan revisions/markups at the direction of the project manager. The project included topographic survey, utility locating services, lift station design, site planning, civil engineering design, and construction administration.	Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Chris Towne, P.E.	13. ROLE IN THIS CONTRACT Roadway and Transportation	14. YEARS EXPERIENCE	
		a. TOTAL 22	b. WITH CURRENT FIRM 5
15. FIRM NAME AND LOCATION (City and State) Kimley-Horn and Associates, Inc., Gainesville, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science, Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer in Florida, #66928 Professional Engineer in West Virginia, #14734 FDOT Advanced Work Zone Traffic, #43538	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	County Road 470 Improvements Phase 1 The Villages, FL	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project engineer. Sumter County and The Villages selected Kimley-Horn to design the widening of County Road 470 from two to four lanes to accommodate the tremendous growth in the area. The expansion of Country Road 470 is for three miles and involves both expanding on the existing alignment and a new alignment. Our services include the design of a signal, four roundabouts, and two tunnels.	X Check if project performed with current firm	
b.	Northwest 184th Road On-Street Parking High Springs, FL	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project manager. The City of High Springs desired to add on-street parking along the south side of Northwest 184th Road from Main Street to near Northwest 235th Terrace. Kimley-Horn prepared preliminary sketches with general alignment and a dimensioned cross-section of the proposed improvements for up to two alternatives based on the discussion from the pre-design meeting and prepared a set of 60% civil construction plans for review by the Client. Following client comments, Kimley-Horn will prepare a set of 100% construction plans. The project includes sidewalk lighting, a planting plan, irrigation, permitting services, post-design services, stormwater impact evaluation, and grant administration services.	X Check if project performed with current firm	
c.	Northwest 32nd Avenue Full Depth Reclamation Newberry, FL	2020	2020
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project manager. Kimley-Horn was retained to prepare roadway construction plans to mill and resurface 2.5 miles of Northwest 32nd Avenue from Northwest 186th Street to just west of County Road 241. Our services included superelevation cross-slope correction, design exceptions for a sub-standard horizontal curve, paving driveways, replacing side-drain pipes, extending cross-drain pipes, shoulder construction, drainage improvements, utility coordination, Suwannee River Water Management District (SRWMD) permitting, and construction administration services.	X Check if project performed with current firm	
d.	University of Florida (UF) 642 Southwest Campus Improvements Gainesville, FL	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project engineer. The Southwest Campus Transportation Improvements project includes the proposed extension of IFAS Research Drive to the intersection of Southwest 23rd Terrace at Southwest Archer Road along with other campus roadway improvements. As part of this project, Kimley-Horn prepared an Intersection Control Evaluation (ICE) study and coordinated with the Florida Department of Transportation (FDOT) to determine the proposed improvements at the intersection of Southwest 23rd Terrace and Archer Road. Following the ICE study, Kimley-Horn prepared the design plans for the realignment of Southwest 23rd Terrace and the improvements at the intersection at Archer Road including a new traffic signal.	X Check if project performed with current firm	
e.	Thomasville Remington Avenue Streetscape Thomasville, GA	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project engineer. Kimley-Horn is providing roadway resurfacing including the addition of two roundabouts in downtown Thomasville. Our services include constructing approximately 8,800-linear-feet of five-foot-wide sidewalks and eight to ten-foot-wide concrete multi-use trails for use by pedestrians and bicyclists; utilities relocation; repaving; re-striping; landscaping/tree planning; lighting; and storm drain work to complete this project. All the turn lanes should improve pedestrian and vehicular safety and mobility. Additional services include access management, stormwater improvements, a trail, sidewalks, and landscape/ hardscape amenities, traffic analysis, design, permitting, construction documents, public involvement, utility coordination, bidding assistance, and construction phase services.	X Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Zaid Ajlani, E.I.	13. ROLE IN THIS CONTRACT Roadway and Transportation	14. YEARS EXPERIENCE	
		a. TOTAL 4	b. WITH CURRENT FIRM 4
15. FIRM NAME AND LOCATION <i>(City and State)</i> Kimley-Horn and Associates, Inc., Gainesville, FL			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science, Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Engineering Intern in Florida, #1100022944	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If Applicable)</i>
a.	County Road 470 Improvements Phase 1 The Villages, FL	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project analyst. Sumter County and The Villages selected Kimley-Horn to design the widening of County Road 470 from two to four lanes to accommodate the tremendous growth in the area. The expansion of County Road 470 is for three miles and involves both expanding on the existing alignment and a new alignment. Our services include the design of a signal, four roundabouts, and two tunnels.	X Check if project performed with current firm	
b.	Florida Power & Light (FPL) Indian River County Service Center Vero Beach, FL	2022	2022
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project analyst. Kimley-Horn was selected to support FPL in establishing a new service center with storm staging capabilities on a 40-acre undeveloped agricultural site in Vero Beach. The Indian River Service Center is a two-phase development project that will include an operations office building, fleet service garage, warehouse, 6,000-gallon above-ground fuel system, modular storm shelter, truck wash, IT Data Center, and truck stock building. Our services include the design of all civil engineering aspects and permitting through the SFWMD and the Indian River Farms Water Control District.	X Check if project performed with current firm	
c.	Gordy Road Bridge Replacement St. Lucie County, FL	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project analyst. Kimley-Horn was retained by St. Lucie County to originally perform an on-site visual inspection on bridge members that were above the water line along with design and contract documents for the rehabilitation of this single lane timber bridge. The existing damage timber running boards were replaced with steel plates. Recently, the County requested Kimley-Horn to perform the design of the Gordy Road Bridge Replacement. The replacement bridge consists of a concrete slab unit superstructure with a cast in place topping supported by reinforced concrete bent caps and precast piles. The existing Gordy Road bridge is the only point of access for residents on the south side of the bridge. To maintain access to residents, a temporary Acrow bridge was proposed, and Kimley-Horn designed the shallow support foundations. Additional services include preparation of drawings and specifications, permitting with North St. Lucie River Water Control District (NSLRWCD), Army Corps of Engineers (ACE), and continuing construction support.	X Check if project performed with current firm	
d.	Thomasville Remington Avenue Streetscape Thomasville, GA	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project analyst. Kimley-Horn is providing roadway resurfacing including the addition of two roundabouts in downtown Thomasville. Our services include constructing approximately 8,800-linear-feet of five-foot-wide sidewalks and eight to ten-foot-wide concrete multi-use trails for use by pedestrians and bicyclists; utilities relocation; repaving; re-striping; landscaping/tree planning; lighting; and storm drain work to complete this project. All the turn lanes should improve pedestrian and vehicular safety and mobility. Additional services include access management, stormwater improvements, a trail, sidewalks, and landscape/ hardscape amenities, traffic analysis, design, permitting, construction documents, public involvement, utility coordination, bidding assistance, and construction phase services.	X Check if project performed with current firm	
e.	58th Avenue Widening, Lakes at Waterway Village Vero Beach, FL	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project analyst. Kimley-Horn is coordinating with existing utilities in the area to minimize conflicts and create drainage maps for different basins; calculating spread for each drainage inlet to meet minimal lane clearance during a storm; summarizing drainage structures; providing horizontal and vertical control plans; calculating hydraulics for storm sewer for different networks in the project; creating stormwater management plans for two pond designs; and coordinating with structural engineer to help with a Conspan bridge design over North Relief canal. Our services included roadway analysis and plans, drainage analysis and plans, jurisdictional permitting, signing and pavement marking plans, utility coordination, and signalization plans.	X Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Mick Richmond, AIA, NCARB, LEED AP	13. ROLE IN THIS CONTRACT Architect	14. YEARS EXPERIENCE	
		a. TOTAL 30	b. WITH CURRENT FIRM 7
15. FIRM NAME AND LOCATION <i>(City and State)</i> Brame Heck Architects, Inc., Gainesville, FL			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Master of Architecture, Harvard University Graduate School of Design Bachelor of Design, University of Florida School of Architecture		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Professional Architect in Florida, #AR91268	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> NCARB Certified, LEED AP, AIA FL Board Member 2017-Present, Design work published in Florida / Caribbean Architect Spring 2007, Article publication in College Planning & Management July 2010			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If Applicable)</i>
a.	Grand Haven CDD Village Center Building Envelope Improvements Palm Coast, FL	2020	2020
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project architect. Replaced all exterior stucco and roofing. Replaced doors and windows. Replaced exterior light fixtures. Improved overall building aesthetics, assisted with color selection, and replaced existing columns at pool area. Budget: \$785,000	X Check if project performed with current firm	
b.	Santa Fe College – E-Building Auditorium Gainesville, FL	2019	2020
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project architect. An extensive renovation transformed the space from a lecture hall into an intimate music performance space. Included state of the art lighting and AV upgrades, full acoustical design, Americans with Disabilities Act (ADA) compliance, and fire protection upgrades. Project Size in Square Feet, if applicable: 7560 square feet Project Cost Rounded to nearest Thousand, if applicable: \$2,653,269	X Check if project performed with current firm	
c.	Holy Faith Catholic Church Parish Life Center Gainesville, FL	2015	2016
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project architect. Project consisted of a new parish hall including kitchen/foodservice, assembly, and educational facilities. Included coordination with extensive site improvements and construction administration. Project Size in Square Feet, if applicable: 18,225 square feet Project Cost Rounded to nearest Thousand, if applicable: \$4,470,000 (CM/GMP)	X Check if project performed with current firm	
d.	Clay Electric Cooperative District Office Keystone Heights, FL	2019	2020
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project architect. Prepared a new office building to house district facilities, including customer service facilities, district maintenance, conference rooms, offices, training spaces, and field staff “touchdown” spaces. Project Size in Square Feet, if applicable: 8210 square feet Project Cost Rounded to nearest Thousand, if applicable: \$3,611,000	X Check if project performed with current firm	
e.	Queen of Peace Administration Building Gainesville, FL	2017	2017
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project architect. Completed a new administrative office building including private offices, conference and training spaces, common areas, and records storage. Particular attention was given to providing an open office environment, while maintaining privacy where needed. Project Size in Square Feet, if applicable: 5,461 square feet Project Cost Rounded to nearest Thousand, if applicable: \$1,432,000	X Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <p style="text-align: center;">1</p>		
21. TITLE AND LOCATION <i>(City and State)</i> Grand Haven CDD New Pickleball Courts Palm Coast, FL		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2017</td> <td>CONSTRUCTION (if Applicable) 2017</td> </tr> </table>	PROFESSIONAL SERVICES 2017	CONSTRUCTION (if Applicable) 2017
PROFESSIONAL SERVICES 2017	CONSTRUCTION (if Applicable) 2017			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER Grand Haven CDD	b. POINT OF CONTACT NAME Barry Kloptosky	c. POINT OF CONTACT TELEPHONE NUMBER 352.715.6081		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

Prior to joining Kimley-Horn, David Sowell, P.E. and Delaney Markham, E.I. prepared the survey and construction plans for two new pickleball courts located in the Village Center of the Grand Haven Community Development District.

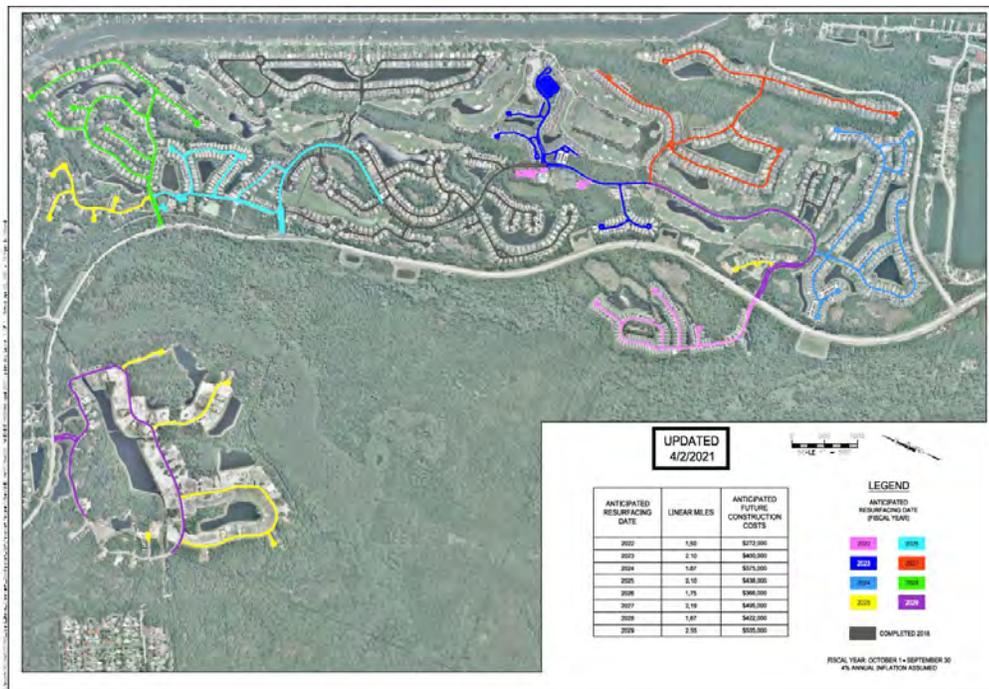


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME N/A	(2) FIRM LOCATION <i>(City and State)</i> N/A	(3) ROLE N/A
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

STANDARD FORM 330 (REV. 7/2021)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> Grand Haven CDD Paving Program Palm Coast, FL		22. YEAR COMPLETED
		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width:50%; text-align: center;">CONSTRUCTION (if Applicable) Ongoing</td> </tr> </table>
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if Applicable) Ongoing	
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Grand Haven CDD	b. POINT OF CONTACT NAME Barry Kloptosky	c. POINT OF CONTACT TELEPHONE NUMBER 352.715.6081
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

Prior to joining Kimley-Horn, David Sowell, P.E. and Delaney Markham, E.I. developed, implemented, and maintained the paving program for the Grand Haven Community Development District. The program resulted in several individual paving projects that involved preparing construction plans, bid documents, and construction oversight.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	N/A	N/A	N/A
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <p style="text-align: center;">3</p>		
21. TITLE AND LOCATION <i>(City and State)</i> Grand Haven CDD Village Center Building Water Intrusion Remediation Palm Coast, FL		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2020</td> <td>CONSTRUCTION (if Applicable) 2021</td> </tr> </table>	PROFESSIONAL SERVICES 2020	CONSTRUCTION (if Applicable) 2021
PROFESSIONAL SERVICES 2020	CONSTRUCTION (if Applicable) 2021			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER Grand Haven CDD	b. POINT OF CONTACT NAME Barry Kloptosky	c. POINT OF CONTACT TELEPHONE NUMBER 352.715.6081		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

Prior to joining Kimley-Horn, David Sowell, P.E. worked alongside Mick Richmond, AIA, NCARB, LEED AP to diagnose the significant water intrusion problem occurring within the Village Center structure and prepare construction plans and specifications to remediate the issue.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Brame Heck Architects, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Gainesville, FL	(3) ROLE Architecture
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

STANDARD FORM 330 (REV. 7/2021)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4
21. TITLE AND LOCATION <i>(City and State)</i> Grand Haven CDD Pond Bank Stabilization Program Palm Coast, FL		22. YEAR COMPLETED
		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; text-align: center;">CONSTRUCTION (if Applicable) Ongoing</td> </tr> </table>
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if Applicable) Ongoing	
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Grand Haven CDD	b. POINT OF CONTACT NAME Barry Kloptosky	c. POINT OF CONTACT TELEPHONE NUMBER 352.715.6081
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

Prior to joining Kimley-Horn, David Sowell, P.E. and Delaney Markham, E.I. developed criteria and repair templates for bank erosion along ponds within the Grand Haven Community Development District. The criteria and remediation are currently being utilized in several areas around Pond 14.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	N/A	N/A	N/A
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <p style="text-align: center;">5</p>		
21. TITLE AND LOCATION <i>(City and State)</i> St. Augustine Avenida Menendez Seawall Flood Barrier Phase 1 St. Augustine, FL		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2021</td> <td>CONSTRUCTION (if Applicable) Ongoing</td> </tr> </table>	PROFESSIONAL SERVICES 2021	CONSTRUCTION (if Applicable) Ongoing
PROFESSIONAL SERVICES 2021	CONSTRUCTION (if Applicable) Ongoing			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER City of St Augustine	b. POINT OF CONTACT NAME Jessica Beach	c. POINT OF CONTACT TELEPHONE NUMBER 904.209.4227		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

Kimley-Horn is providing planning, permitting services, design, development of bid documents, and bidding services for the reinforcement, replacement, and installation of a seawall with appropriate tidal backflow prevention to achieve a continuous elevation, and a level of protection against a 100-year storm event. Our services will be governed, in part, by regulations and requirements stipulated in the Hazard Mitigation Grant Contract H0483 (HMGP) of which the City has secured through the State of Florida Division of Emergency Management (FDEM).

The Avenida Menendez Seawall has protected the City's bayfront, inclusive of almost three billion dollars' worth of historic and heritage properties and resources, from tidal surges accompanying storms, tropical storms and hurricanes, as well as overbank flooding from rivers, creeks, and tributaries as byproduct of these severe weather events for more than 180 years. As a partner to the City, Kimley-Horn is expanding on their decade-long efforts for this seawall project to provide increased protection for City and private properties, residents, and sensitive archeological sites throughout this area. Kimley-Horn understands the critical importance of the Avenida Menendez Seawall Flood Barrier project to the City of St. Augustine; it's our priority to help bring the project vision to life.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Kimley-Horn and Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, FL	(3) ROLE Landscape architecture, civil engineering
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <p style="text-align: center;">6</p>		
21. TITLE AND LOCATION <i>(City and State)</i> City of Bunnell Continuing Engineering Consultant Bunnell, FL		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES Ongoing</td> <td>CONSTRUCTION (if Applicable) N.A.</td> </tr> </table>	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if Applicable) N.A.
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if Applicable) N.A.			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER City Manager	b. POINT OF CONTACT NAME Alvin Jackson, Jr.	c. POINT OF CONTACT TELEPHONE NUMBER 386.437.7500		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

Kimley-Horn has provided a broad range of engineering services to the City of Bunnell as a Continuing Engineering Consultant for more than four years. These services include stormwater, water and wastewater utilities, general civil, environmental, permitting services, grant funding, and structural related projects. The following represents a summary of the projects with which Kimley-Horn has been involved as part of our continuing contract:

- **Bunnell Infrastructure Study**

- **Stormwater Collection and Treatment System Evaluation.** Kimley-Horn assisted the City of Bunnell with evaluating their existing stormwater collection and treatment process. We have been working with the City of Bunnell and Florida Department of Environmental Protection (FDEP) to maintain compliance and build a stormwater management program that will ease the administrative burden of MS4 compliance. Kimley-Horn provided a technical memorandum that identified four key components to gather the necessary information about the stormwater collection system, build an updatable database to augment and mitigate administrative efforts, and identify necessary capital improvement projects. This information will be used to conduct a stormwater assessment feasibility study to determine the optimal method of implementing a stormwater assessment to fund the identified projects. Additionally, Kimley-Horn is securing grant funding for the City to perform the identified analysis and maximize savings.

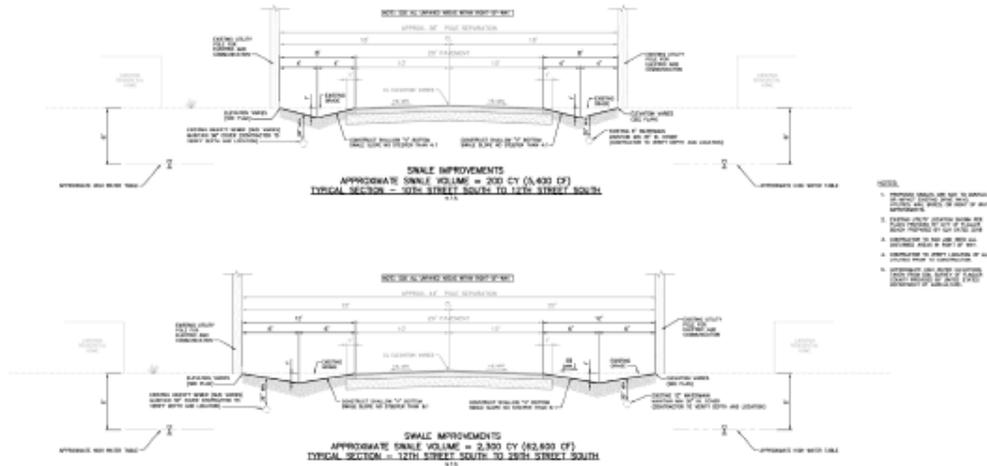


- **Fiber Optic Infrastructure.** As part of the City's comprehensive water, wastewater, and reclaimed water utility master plan, Kimley-Horn assisted the city to identify opportunities for adding underground fiber optic communication infrastructure as an integral part of the utility system capital improvement projects.
- **Public Engagement Plan.** The City was confronted with major utility inadequacies including stormwater management, aging infrastructure, and treatment plants not keeping pace with population growth. Kimley-Horn assisted the City to develop a comprehensive master utility plan and public engagement plan. This plan was developed to provide guidelines for achieving optimum public participation in its public utility initiative and served as a road map for engagement and community outreach.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Kimley-Horn and Associates, Inc.	Jacksonville, FL	Civil engineering, public involvement
b.	Kimley-Horn and Associates, Inc.	Ocala, FL	Civil engineering, public involvement
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <p style="text-align: center;">7</p>		
21. TITLE AND LOCATION <i>(City and State)</i> South Flagler Beach Stormwater Improvements Flagler Beach, FL		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2019</td> <td>CONSTRUCTION (if Applicable) 2020</td> </tr> </table>	PROFESSIONAL SERVICES 2019	CONSTRUCTION (if Applicable) 2020
PROFESSIONAL SERVICES 2019	CONSTRUCTION (if Applicable) 2020			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER Public Works Director	b. POINT OF CONTACT NAME Fred Griffith	c. POINT OF CONTACT TELEPHONE NUMBER 386.517.2000		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

The civil engineering design and construction plans prepared by Kimley-Horn provided information on the proposed stormwater improvements. Stormwater requirements were coordinated directly with the City to account for existing and proposed development conditions. Kimley-Horn worked closely with the City's Planning and Public Works Departments, as well as the City Council, to develop planning and design documents to the City's standards. Special landscaping requests by the City were addressed by considering the surrounding residential program to minimize impacts to homeowner improvements. Kimley-Horn understands the critical importance of the residents quality of life and assisted the City to develop a public engagement plan. This plan was developed to provide guidelines for achieving optimum public participation in its stormwater utility initiative and served as a road map for engagement and community outreach.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Kimley-Horn and Associates, Inc.	Jacksonville, FL	Civil engineering, planning, public involvement
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

STANDARD FORM 330 (REV. 7/2021)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <p style="text-align: center;">8</p>
21. TITLE AND LOCATION <i>(City and State)</i> The District CDD Jacksonville, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if Applicable) Ongoing
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER The District CDD	b. POINT OF CONTACT NAME Patricia Comings-Thibault	c. POINT OF CONTACT TELEPHONE NUMBER 321.263.0132 ext. 4205
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

Kimley-Horn is partnering with The District's Community Development District (CDD) to provide professional consulting services for a 32-acre mixed-use development that's planned to transform downtown Jacksonville's Southbank. The project includes 1,170 residential units, 200,000 square feet of office space, 200,000 square feet of retail space, a 125-slip marina, a 3.5-acre riverfront park, 1,950-foot addition to the Riverwalk, riverfront bars and restaurants, and a hotel. Our services on this project include the civil roadway and utility infrastructure design and the landscape/hardscape concept and design of the public roadways, parks, and Riverwalk expansion intended to serve the future private developments. We also provided seawall and bulkhead design, brownfield environmental services, and permitting services.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Kimley-Horn and Associates, Inc.	Jacksonville, FL	Civil engineering, landscape architecture, environmental services
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

STANDARD FORM 330 (REV. 7/2021)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <p style="text-align: center;">9</p>
21. TITLE AND LOCATION <i>(City and State)</i> Crystal River Community Redevelopment Area (CRA) Stormwater Quality Master Plan Crystal River, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES <p style="text-align: center;">2017</p>	CONSTRUCTION (if Applicable) <p style="text-align: center;">2017</p>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Public Works Director	b. POINT OF CONTACT NAME Beau Keene	c. POINT OF CONTACT TELEPHONE NUMBER 352.795.4216
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The creation of the Crystal River CRA Stormwater Quality Master Plan improved the total nitrogen and total phosphorus water quality in Kings Bay. The master plan also streamlined the future development and redevelopment of waterfront community assets within the CRA boundaries. The master plan included the total boundary area of the CRA with a heightened focus on the waterfront areas. It identified and provided conceptual design calculations for the project that the City could execute that were regional in nature and provided compensatory treatment for waterfront overlay areas within the CRA. In addition, the master plan provided additional site-specific design parameters for waterfront urban infill that improved water quality, met regulatory permit requirements, and maximized developable area for economic benefit. The master plan resulted in designs and recommendations that were consistent with the goals and requirements of regional stakeholders and regulatory agencies, including the Southwest Florida Water Management District (SWFWMD) and the Florida Department of Environmental Protection (FDEP). It satisfied the planning design/document requirements for funding alternatives such as SWFWMD grants, state revolving fund (SRF) loan applications, and public-private partnerships.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Kimley-Horn and Associates, Inc.	Ocala, FL	Civil engineering, permitting services
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

STANDARD FORM 330 (REV. 7/2021)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 10		
21. TITLE AND LOCATION <i>(City and State)</i> City of Boynton Beach Grant Proposal – San Castle Drainage, Road, and Utility Improvements Boynton Beach, FL		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2021</td> <td>CONSTRUCTION (if Applicable) N.A.</td> </tr> </table>	PROFESSIONAL SERVICES 2021	CONSTRUCTION (if Applicable) N.A.
PROFESSIONAL SERVICES 2021	CONSTRUCTION (if Applicable) N.A.			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER City of Boynton Beach	b. POINT OF CONTACT NAME Gary Dunmyer	c. POINT OF CONTACT TELEPHONE NUMBER 561.945.9394		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

Kimley-Horn prepared a Rebuild Florida Community Development Block Grant – Mitigation (CDBG-MIT) General Infrastructure Grant application on behalf of the City of Boynton Beach for infrastructure improvements to the San Castle neighborhood. The funds were used for critical upgrades to an underserved population by improving road, utility, and stormwater components. It will raise the quality of life for the residents by providing a reliable source of drinking water, the ability to move freely in and out of the neighborhood and knowing that stormwater will properly drain following a major rain event. The project was one of 17 selected applications (out of 246 applications) and the City was awarded the full funding of \$16,500,000.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Kimley-Horn and Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Gainesville, FL	(3) ROLE Grant administration
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

STANDARD FORM 330 (REV. 7/2021)

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
David Sowell, P.E.	Project Manager/Site Permitting and Design	x	x	x	x						
Thomas Inman, P.E.	Quality Assurance/Quality Control (QA/QC)						x	x			
Allison Megrath, AICP, CNU-A	Grants							x			x
Mike Mullis, PLA, ASLA	Landscape Architecture and Irrigation								x		
Alan Garri, P.E.	Stormwater									x	
Delaney Markham, E.I.	Stormwater/Site Design and Permitting	x	x		x						
Chris Towne, P.E.	Roadway and Transportation										
Zaid Ajlani, E.I.	Roadway and Transportation										
Mick Richmond, AIA, NCARB, LEED AP	Architect			x							

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Grand Haven CDD New Pickleball Courts	6	City of Bunnell Continuing Engineering Consultant
2	Grand Haven CDD Paving Program	7	South Flagler Beach Stormwater Improvements
3	Grand Haven CDD Village Center Building Water Intrusion Remediation	8	The District CDD
4	Grand Haven CDD Pond Bank Stabilization Program	9	Crystal River Community Redevelopment Area (CRA) Stormwater Quality Master Plan
5	St. Augustine Avenida Menendez Seawall Flood Barrier Phase 1	10	City of Boynton Beach Grant Proposal – San Castle Drainage, Road, and Utility Improvements

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Founded in 1967, Kimley-Horn is a full-service, employee-owned, multidisciplinary consulting firm offering a broad range of engineering, planning, landscape architecture, and environmental services to clients in both the private and public sectors. Over the years, we have grown from a small group of engineers and planners to one of the most respected consulting engineering firms in the nation—and a recognized leader in land development. Today, Kimley-Horn has over 5,500 employees in more than 100 offices across the United States and in Puerto Rico, offering a full range of consulting services to local, regional, national, and international clients.

Engineering News-Record (ENR) annually compiles and publishes the rankings of the 500 largest U.S. design firms (architectural and engineering firms), measured by gross revenues. Kimley-Horn’s sound growth and stability is reflected in its steady rise on *ENR*’s top 500 list. The firm first appeared on the list in 1981, when it ranked 421st. In 2021, Kimley-Horn ranked 15th overall and 3rd among the top 100 “pure design firms.” This growth has been accompanied by a steadfast commitment to providing responsive client service and pursuing continuous quality improvement.

As consultants, we take pride in building real partnerships with clients. That means you get an expert Kimley-Horn team that delivers high-quality results on time and on budget, advocates for your best interests, and works closely with you and your entire development team throughout the site development process—from the earliest stages of due diligence and entitlements to construction bidding, inspection, and final punch lists. And because Kimley-Horn makes deliberate business-planning decisions on hiring, growth, and client selection, we remain financially strong, independent, and stable.

Kimley-Horn offers a broad range of engineering, planning, landscape architectural, and environmental services including:

- Site civil engineering
- Water/wastewater treatment and collection systems
- Utilities
- Land development services
- Landscape architecture
- Urban design and planning
- Predevelopment services
- Comprehensive planning
- Permitting and approvals
- Transportation planning/engineering and traffic operations
- Roadway and bridge design
- Advanced traffic management systems
- Areawide traffic signal systems
- Parking planning and design
- Public involvement programs
- Geographic Information Systems (GIS)
- Environmental permitting, assessment, and remediation
- Wetland delineation, assessment, and mitigation
- Construction administration/observation
- Building structures

I. AUTHORIZED REPRESENTATIVE
 The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

5/27/22

33. NAME AND TITLE

Chris Towne, P.E., Associate

ARCHITECT – ENGINEER QUALIFICATIONS				1. SOLICITATION NUMBER <i>(If any)</i> N/A	
PART II – GENERAL QUALIFICATIONS <i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>					
2a. FIRM (OR BRANCH OFFICE) NAME Kimley-Horn and Associates, Inc.			3. YEAR ESTABLISHED 2018		4. UNIQUE ENTITY IDENTIFIER V8PKGG6NLKV6
2b. STREET 800 Southwest 2nd Avenue, Suite 100			5. OWNERSHIP		
2c. CITY Gainesville		2d. STATE FL	2e. ZIP CODE 32601		a. TYPE Corporation
6a. POINT OF CONTACT NAME AND TITLE David Sowell, P.E., Project Manager			b. SMALL BUSINESS STATUS No		
6b. TELEPHONE NUMBER 352.415.1897		6c. E-MAIL ADDRESS David.Sowell@kimley-horn.com			7. NAME OF FIRM <i>(If block 2a is a branch office)</i> APHC, Inc.
8a. FORMER FIRM NAME(S) <i>(If any)</i> N/A			8b. YR. ESTABLISHED N/A		8c. UNIQUE ENTITY IDENTIFIER N/A

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number <i>(see below)</i>
		(1) FIRM	(2) BRANCH			
02	Administrative	376	2	B02	Bridge Design	1
08	CADD Technicians	206	1	C08	Codes; Standards; Ordinances	1
12	Civil Engineers	2042	5	C10	Commercial Building; (low rise); Shopping	1
63	Design Technicians	117	1	C11	Community Facilities	1
47	Planners: Urban/Regional	106	1	E02	Educational Facilities; Classrooms	1
65	Technical Support	539	3	E07	Energy Conservation; New Energy Sources	2
58	Technician/Analysts	1028	1	G01	Garages; Vehicle Maintenance Facilities;	1
60	Transportation Engineers	347	3	G04	Geographic Information System Services:	1
				H01	Harbors; Jetties; Piers; Ship Terminal	1
				H07	Highways; Streets; Airfield Paving; Parking	3
				H10	Hotels; Motels	1
				H11	Housing (Residential, Multifamily,	1
				L03	Landscape Architecture	1
				P02	Petroleum and Fuel (Storage and	1
				P05	Planning (Community; Regional; Areawide &	2
				R03	Railroad and Rapid Transit	1
				S04	Sewage Collection, Treatment & Disposal	1
				S13	Stormwater Handling & Facilities	1
				T03	Traffic & Transportation Engineering	1
				U02	Urban Renewals; Community Development	1
	Other Employees	976	0	W02	Water Resources; Hydrology; Ground Water	1
	Total	5737	17	W03	Water Supply; Treatment and Distribution	1

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>	PROFESSIONAL SERVICES REVENUE INDEX NUMBER 1. Less than \$100,000 2. \$100,000 to less than \$250,000 3. \$250,000 to less than \$500,000 4. \$500,000 to less than \$1 million 5. \$1 million to less than \$2 million 6. \$2 million to less than \$5 million 7. \$5 million to less than \$10 million 8. \$10 million to less than \$25 million 9. \$25 million to less than \$50 million 10. \$50 million or greater						
<table style="width:100%; border-collapse: collapse;"> <tr><td style="width: 80%;">a. Federal Work</td><td style="text-align: center;">1</td></tr> <tr><td>b. Non-Federal Work</td><td style="text-align: center;">5</td></tr> <tr><td>c. Total Work</td><td style="text-align: center;">5</td></tr> </table>	a. Federal Work	1	b. Non-Federal Work	5	c. Total Work	5	
a. Federal Work	1						
b. Non-Federal Work	5						
c. Total Work	5						

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.	
a. SIGNATURE 	b. DATE 5/27/22
c. NAME AND TITLE Chris Towne, P.E., Associate	

ARCHITECT – ENGINEER QUALIFICATIONS				1. SOLICITATION NUMBER <i>(If any)</i> N/A	
PART II – GENERAL QUALIFICATIONS <i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>					
2a. FIRM (OR BRANCH OFFICE) NAME Kimley-Horn and Associates, Inc.			3. YEAR ESTABLISHED 1996		4. UNIQUE ENTITY IDENTIFIER V8PKGG6NLKV6
2b. STREET 12740 Gran Bay Parkway West, Suite 2350			5. OWNERSHIP		
2c. CITY Jacksonville		2d. STATE FL	2e. ZIP CODE 32258		
6a. POINT OF CONTACT NAME AND TITLE David Sowell, P.E., Project Manager			a. TYPE Corporation		
6b. TELEPHONE NUMBER 352.415.1897		6c. E-MAIL ADDRESS David.Sowell@kimley-horn.com			
8a. FORMER FIRM NAME(S) <i>(If any)</i> N/A			8b. YR. ESTABLISHED N/A		8c. UNIQUE ENTITY IDENTIFIER N/A
			b. SMALL BUSINESS STATUS No		
			7. NAME OF FIRM <i>(If block 2a is a branch office)</i> APHC, Inc.		

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number <i>(see below)</i>
		(1) FIRM	(2) BRANCH			
02	Administrative	376	5	C10	Commercial Building; (low rise); Shopping	4
08	CADD Technicians	206	2	C11	Community Facilities	2
12	Civil Engineers	2042	20	C15	Construction Management	2
63	Design Technicians	117	2	E07	Energy Conservation; New Energy Sources	1
30	Geologists	4	1	E11	Environmental Planning	4
34	Hydrologists	7	1	H07	Highways; Streets; Airfield Paving; Parking	5
39	Landscape Architects	173	2	H09	Hospitals & Medical Facilities	2
42	Mechanical Engineers	16	1	H10	Hotels; Motels	2
47	Planners: Urban/Regional	106	1	H11	Housing (Residential, Multifamily,	5
48	Project Managers	150	2	I01	Industrial Buildings; Manufacturing Plants	1
65	Technical Support	539	6	L03	Landscape Architecture	4
64	Technical Writers	157	1	O01	Office Building; Industrial Parks	4
58	Technician/Analysts	1028	11	P05	Planning (Community; Regional; Areawide &	2
60	Transportation Engineers	347	4	R03	Railroad and Rapid Transit	3
62	Water Resources Engineers	101	1	R04	Recreational Facilities (Parks; Marinas; etc.)	3
				S01	Safety Engineering; Accident Studies; OSHA	4
				S04	Sewage Collection, Treatment & Disposal	2
				S07	Solid Wastes; Incineration; Landfill	2
				T03	Traffic & Transportation Engineering	5
				U02	Urban Renewals; Community Development	5
	Other Employees	368	1	W03	Water Supply; Treatment and Distribution	1
Total		5737	61			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>	PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	2	
b. Non-Federal Work	8	
c. Total Work	8	
		1. Less than \$100,000 2. \$100,000 to less than \$250,000 3. \$250,000 to less than \$500,000 4. \$500,000 to less than \$1 million 5. \$1 million to less than \$2 million 6. \$2 million to less than \$5 million 7. \$5 million to less than \$10 million 8. \$10 million to less than \$25 million 9. \$25 million to less than \$50 million 10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.	
a. SIGNATURE 	b. DATE 5/27/22
c. NAME AND TITLE Chris Towne, P.E., Associate	

ARCHITECT – ENGINEER QUALIFICATIONS				1. SOLICITATION NUMBER <i>(If any)</i> N/A	
PART II – GENERAL QUALIFICATIONS <i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>					
2a. FIRM (OR BRANCH OFFICE) NAME Kimley-Horn and Associates, Inc.			3. YEAR ESTABLISHED 2000		4. UNIQUE ENTITY IDENTIFIER V8PKGG6NLKV6
2b. STREET 101 East Silver Springs Boulevard, Suite 400			5. OWNERSHIP		
2c. CITY Ocala		2d. STATE FL	2e. ZIP CODE 34470		a. TYPE Corporation
6a. POINT OF CONTACT NAME AND TITLE David Sowell, P.E., Project Manager			b. SMALL BUSINESS STATUS No		
6b. TELEPHONE NUMBER 352.415.1897		6c. E-MAIL ADDRESS David.Sowell@kimley-horn.com			7. NAME OF FIRM <i>(If block 2a is a branch office)</i> APHC, Inc.
8a. FORMER FIRM NAME(S) <i>(If any)</i> N/A			8b. YR. ESTABLISHED N/A		8c. UNIQUE ENTITY IDENTIFIER N/A

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number <i>(see below)</i>
		(1) FIRM	(2) BRANCH			
02	Administrative	376	3	A03	Agriculture	1
08	CADD Technicians	206	4	B02	Bridge Design	3
12	Civil Engineers	2042	15	C08	Codes; Standards; Ordinances	1
63	Design Technicians	117	3	C10	Commercial Building; (low rise); Shopping	3
42	Mechanical Engineers	16	1	C11	Community Facilities	1
48	Project Managers	150	1	E02	Educational Facilities; Classrooms	1
65	Technical Support	541	7	E09	Environmental Impact Studies, Assessments	1
58	Technician/Analysts	1028	5	G01	Garages; Vehicle Maintenance Facilities;	1
60	Transportation Engineers	347	2	H07	Highways; Streets; Airfield Paving; Parking	5
62	Water Resources Engineers	101	1	H10	Hotels; Motels	1
				H11	Housing (Residential, Multifamily,	5
				L03	Landscape Architecture	3
				O01	Office Building; Industrial Parks	3
				P05	Planning (Community; Regional; Areawide &	1
				R04	Recreational Facilities (Parks; Marinas; etc.)	2
				S04	Sewage Collection, Treatment & Disposal	5
				S09	Structural Design; Special Structures	1
				S13	Stormwater Handling & Facilities	2
				T03	Traffic & Transportation Engineering	3
				U02	Urban Renewals; Community Development	4
	Other Employees	815	0	W02	Water Resources; Hydrology; Ground Water	3
	Total	5739	42	W03	Water Supply, Treat, Distrib	4

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>	PROFESSIONAL SERVICES REVENUE INDEX NUMBER 1. Less than \$100,000 2. \$100,000 to less than \$250,000 3. \$250,000 to less than \$500,000 4. \$500,000 to less than \$1 million 5. \$1 million to less than \$2 million 6. \$2 million to less than \$5 million 7. \$5 million to less than \$10 million 8. \$10 million to less than \$25 million 9. \$25 million to less than \$50 million 10. \$50 million or greater						
<table style="width:100%; border-collapse: collapse;"> <tr><td style="width: 80%;">a. Federal Work</td><td style="text-align: center;">1</td></tr> <tr><td>b. Non-Federal Work</td><td style="text-align: center;">8</td></tr> <tr><td>c. Total Work</td><td style="text-align: center;">8</td></tr> </table>	a. Federal Work	1	b. Non-Federal Work	8	c. Total Work	8	
a. Federal Work	1						
b. Non-Federal Work	8						
c. Total Work	8						

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.	
a. SIGNATURE 	b. DATE 5/27/22
c. NAME AND TITLE Chris Towne, P.E., Associate	



SECTION R

Forms

AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF Florida COUNTY OF Alachua

Before me, the undersigned authority, appeared the affiant, David Sowell, P.E., and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Civil Engineer for Kimley-Horn and Associates, Inc. (“**Applicant**”), and am authorized to make this Affidavit of Acknowledgments on behalf of Applicant.

2. I assisted with the preparation of, and have reviewed, the Applicant’s Qualification Statement (“**Qualification Statement**”) provided in response to the Grand Haven Community Development District Request for Qualifications for Professional Engineering Services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Applicant to constitute good cause for rejection of the Qualification Statement.

3. I do hereby certify that the Applicant has submitted only a single Qualification Statement and has not, either directly or indirectly, participated in collusion relating to the submission of the Qualification Statement.

4. The Applicant agrees through submission of the Qualification Statement to honor its Qualification Statement for one hundred and twenty (120) days from the opening of the Qualification Statements, and if awarded the contract on the basis of this Qualification Statement and further negotiations with the District, to enter into and execute the contract in a form substantially similar to that included in the Selection Manual.

5. The Applicant acknowledges the receipt of the complete Selection Manual as provided by the District and as described in the Selection Manual’s Table of Contents, and, to the extent that Addendums have been issued, the receipt of the following Addendum Nos.: N.A.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Submittal Deadline, the Applicant acknowledges that (i) the Applicant has read, understood, and accepted the Selection Manual; (ii) the Applicant has had an opportunity to consult with legal counsel regarding the Selection Manual; (iii) the Applicant has agreed to the terms of the Selection Manual; and (iv) the Applicant has waived any right to challenge any matter relating to the Selection Manual, including but not limited to any protest relating to the Qualification Statement notice, instructions, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Selection Manual, or any other issues or items relating to

the Selection Manual.

7. The Applicant authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the University Place Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Qualification Statement, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Applicant.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

Dated this 23 day of May, 2022.

Applicant: Kimley-Horn and Associates, Inc.

By: [Signature]
Christopher Towne, P.E.

Title: Assistant Secretary

STATE OF Florida COUNTY OF Alachua

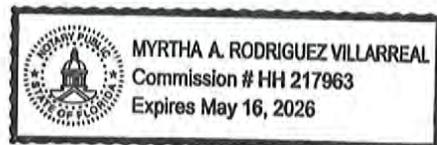
The foregoing instrument was acknowledged before me this 23 day of May, 2022, by CHRISTOPHER TOWNE of KIMLEY-HORN AND ASSOCIATES, INC. by means of (check one) physical presence or online notarization, who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

[Signature]

Notary Public, State of Florida

Print Name: MYRTHA RODRIGUEZ VILLARREAL Commission No.: HH 217963

My Commission Expires: 5/16/26



**SWORN STATEMENT UNDER SECTION 287.133,
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to
Grand Haven Community Development District.

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Civil Engineer for ^{Kimley-Horn and} ~~Associates, Inc.~~ ("Applicant"), and am authorized to make this Sworn Statement on behalf of Applicant.
2. Applicant's business address is 800 Southwest 2nd Avenue, Suite 100
Gainesville, FL 32601.
3. Applicant's Federal Employer Identification Number (FEIN) is 56-0885615
(If the Applicant has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere"
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

"A predecessor or successor of a person convicted of a public entity crime;" or

"An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means "any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity [and includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity."
8. Based on information and belief, the statement which I have marked below is true in relation to the Applicant submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final

order.)

_____The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Florida Department of
Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I
have read the foregoing Sworn Statement under Section 287.133, Florida Statutes,
Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 23 day of May, 2022.

Applicant: Kimley-Horn and Associates, Inc.

By: 
Christopher Towne, P.E.

Title: Assistant Secretary

STATE OF Florida COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 23 day of May, 2022, by CHRISTOPHER TOWNE, P.E. of KIMLEY-HORN AND ASSOCIATES
by means of (check one) physical presence or online notarization, who is
personally known to me or who has produced _____ as
identification, and did or did not take the oath.



Notary Public, State of Florida

Print Name: MYRTHA RODRIGUEZ VILLARREAL Commission No.: HH217963

My Commission Expires: 5/16/26

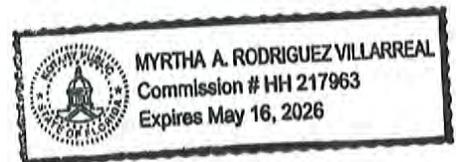


EXHIBIT 15



Request for Qualifications
Grand Haven Community Development District

Professional Engineering Services
Flagler County, Florida

[Return to Agenda](#)

Grand Haven Community Development District (CDD)
Attn: Howard McGaffney, District Manager
Vesta/DPFG Management & Consulting
250 International Parkway, Suite 208
Lake Mary, FL 32746

RE: Request for Qualifications for Professional Engineering Services

Dear Members of the District Selection Committee:

Grand Haven CDD values creative, site-specific solutions; an attentive and responsive team that follows through and keeps you informed; and understands how to deliver your project efficiently and effectively giving you peace of mind that your projects are our top priority so you can concentrate on your top priorities.

Matthews Design Group, LLC (MDG) understands that local infrastructure is essential to business, schools, families, and the economy. We are dedicated to improving this community through projects just like this because it is our community, too. Established in 2005, MDG has been helping communities throughout Florida solve their challenges in site/civil, transportation, planning, landscape architecture, utility infrastructure, land development, and construction administration and inspection services. Our team will be led by **Alex Acree, PE**, as the Project Manager, who will oversee the resources needed to fulfill the requirements and was selected based on his extensive experience.

THE MDG DIFFERENCE:

- » **Full Service:** Our range of services result in efficiencies, increased cost effectiveness, and improved communication.
- » **Available Depth of Staff:** As the largest engineering consultant in St. Johns County, our local experts include over 40 professionals, technical, and support staff located in our headquarters office in St. Augustine, and within our expansion office located in Jacksonville, providing you with the right staff to serve your needs.
- » **Experienced:** MDG has been the District Engineering or prime engineering consultant for other CDDs, HOAs, POAs, and master planned communities.
- » **Proactive and Responsive:** Our team is attentive and responsive - returning calls and emails within 24 hours and providing you with weekly project updates to keep you informed of project status.
- » **Collaborative:** We have a project delivery approach with a collaborative communication process and client experience. We understand how to effectively navigate the balance of addressing stakeholder concerns and requirements with the functional engineering needs of the project/client.
- » **On Time/On Budget:** We actively seek ways to complete every project ahead of schedule and under budget.
- » **No Cookie Cutter:** We provide customized solutions for the unique engineering constraints of the NE Florida coast.
- » **Quality:** We have a detailed QA/QC processes to ensure the highest quality.

This proposal outlines our approach to your request. We appreciate the opportunity to help you achieve your goals. If you need more information or definition, please feel free to give me a call at any time at 904-826-1334. We are eager to solve your challenges and ask for your confidence by awarding us this project.

Respectfully,

Matthews Design Group, LLC



Rob A. Matthews III, PE
President

CC: Alex Acree, PE, Proposed Project Manager

**ARCHITECT - ENGINEER QUALIFICATIONS
PART I - CONTRACT-SPECIFIC QUALIFICATIONS**

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

**Professional Engineering Services
Flagler Beach, FL**

2. PUBLIC NOTICE DATE
April 29, 2022

3. SOLICITATION OR PROJECT NUMBER
RFQ April 2022

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Rob A. Matthews III, PE, President

5. NAME OF FIRM

Matthews Design Group, LLC

6. TELEPHONE NUMBER

904.826.1334

7. FAX NUMBER

904.826.4547

8. E-MAIL ADDRESS

Rob@MDGinc.com

C. PROPOSED TEAM (Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER SUBCON- TRACTOR			
a.	<input checked="" type="checkbox"/>			Matthews Design Group <input type="checkbox"/> CHECK IF BRANCH OFFICE	7 Waldo Street St. Augustine, FL 32084	Civil Engineering, Planning, Permitting, Construction Administration
b.	<input checked="" type="checkbox"/>			Matthews Design Group <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	6621 Southpoint Drive N., Suite 300 Jacksonville, FL 32216	Civil Engineering, Planning, Permitting, Construction Administration, Landscape Architecture
c.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached on following page)



● KEY STAFF RESUMES INCLUDED

(Complete one Section E for each key person.)

12. NAME Alex Acree, PE	13. ROLE IN THIS CONTRACT Land Development Lead/Civil Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 17	b. WITH CURRENT FIRM 6

15. FIRM NAME AND LOCATION (City and State) Matthews Design Group, St. Augustine, FL
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16. EDUCATION (DEGREE AND SPECIALIZATION) BS, Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida – Professional Engineer
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
 Alex Acree has worked in northeast Florida and southern Georgia for the past 15 years. His experience consists of a wide variety of projects ranging from large master planned residential subdivisions to small commercial facilities. His expertise includes analysis and design of stormwater management systems, watershed analysis, and pond siting analysis and reports for municipal projects as well as private land development projects. Alex is also skilled in providing construction administration services for projects that he designs and manages. Activities have included conducting pre-construction meetings with engineers, owners, developers, and contractors; preparation of construction documents, specifications and bid packages; bidding assistance; review of shop drawings; and post design services. He provides quality project management services, and successfully leads his team of engineers from project conception through design, permitting, construction, inspections, and certifications for multiple development projects. Affiliations, training, and certifications include:

University of North Florida Construction Management Advisory Board Florida Engineering Society
 Northeast Florida Builders Association American Society of Civil Engineers

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Sampson Creek CDD, District Engineer, St. Johns County, FL	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. As District Engineer, MDG provides ongoing professional engineering services, which have included drainage analysis and improvement designs, roadway maintenance/pavement assessments and recommendations for improvements. Scope of work has also included upgrades to the development’s Aquatic Center and hardscape improvements as well as landscape architecture services for the complete renovation of existing landscaped areas for the Golf and Country Club Amenity Center.		
b.	Stillwater CDD, District Engineer, St. Johns County, FL	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. As District Engineer, MDG provides ongoing professional engineering services, which have included wastewater and stormwater needs, phase 1A infrastructure dedication, and golf cart signage plans. Scope of work has also included attending meetings/hearings, monitoring projects, general engineering consulting, and preparation of reports and requisitions.		
c.	World Golf Village, HOA, Pond Evaluations, St. Johns County, FL	2020	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Provided professional engineering services associated with approximately 45 stormwater management facilities. Each stormwater management facility/pond was observed, and a report generated that detailed the condition of slopes, overflow control structures, orifices, weirs, skimmers, pipe inflows and outflows, overgrown vegetation, identification of any invasive exotic plants for removal, erosion, and overall condition of each stormwater management facility/pond dry or wet. The report stated if the stormwater management facility is in general compliance with the permitted condition and note any repairs and pond remediation that should take place to bring the facility back into compliance. The report also noted any preventative maintenance that should be addressed to prevent future maintenance. Each report was filed, numbered, and cataloged in accordance with the St. Johns Northwest Master Association master SWMF system and signed and sealed by a licensed professional engineer in the state of Florida.		

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d.	Nocatee Independent Living Facility, Ponte Vedra Beach, FL	2019	2019
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Directed engineering design and permitting of a 174,000 SF three-story Independent Living Facility with associated stormwater conveyance, drainage, utilities, internal roadways, and parking. Design efforts included utility extensions, two driveway connections and extensive coordination with the adjacent Assisted Living Facility and Day Care. Project scope also included construction administration, as well as permitting and coordination efforts with St. Johns County, JEA and SJRWMD.		
e.	Arbors at Valencia, St. Augustine, FL	2019	2019
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Provided professional engineering services for a new subdivision to include 200 single-family home sites. Scope of services included site planning, re-zoning assistance, construction plans detailing site, paving, grading and drainage plans, utility plans, parking lot addition, construction administration and certifications, bid assistance, permitting with St. Johns County Utility Department, FDOT, and FDEP.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Rob A. Matthews III, PE	13. ROLE IN THIS CONTRACT Principal-in-Charge/Civil Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 26	b. WITH CURRENT FIRM 17

15. FIRM NAME AND LOCATION (City and State) Matthews Design Group, St. Augustine, FL
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16. EDUCATION (DEGREE AND SPECIALIZATION) BS, Civil Engineering MS, Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida – Professional Engineer South Carolina – Professional Engineer
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
 Rob Matthews has many years of experience in all phases of land development, minor roadway engineering, and environmental regulatory permitting. Rob has been involved with literally thousands of projects over the past 15 years with MDG and previous eight years working for other companies. Rob’s understanding of engineering, design, and project management ensures our clients are receiving the highest quality services. He has provided technical guidance and regulatory compliance for CDBG work, roadway projects, and all phases of site/land development engineering and environmental and regulatory permitting. His expertise includes planning, managing, designing, and inspecting land development and municipal civil engineering projects; utility infrastructure design; stormwater modeling and master planning; roadway design; environmental impact studies and mitigation; site development; and all aspects of permitting and rezoning requirements for the successful completion of projects. As president of MDG, Rob is responsible for resource allocation and schedule commitments. He will closely monitor projects and will coordinate with the client’s project manager and MDG project managers to ensure project efforts stay on schedule, and project plans and documents provided are accurate and prepared to the client’s satisfaction. Affiliations, training and certifications include:

Certified FDEP Stormwater, Erosion and Sedimentation Control Inspector
 American Society of Highway Engineers
 St. Johns County Economic Development Council
 The Arc of the St. Johns, Board of Directors
 Gator Bowl Committee, Member
 National Society of Professional Engineers
 Creekside High School Engineering Academy, Advisory Board

American Society of Civil Engineers
 Florida Engineering Society
 Flagler Hospital, Board of Directors
 Flagler County Chamber of Commerce
 Volusia County Association for Responsible Development
 Jacksonville Business Journal - 40 Under 40 Award

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Sampson Creek CDD, District Engineer, St. Johns County, FL	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Principal-in-Charge. As District Engineer, MDG provides ongoing professional engineering services, which have included drainage analysis and improvement designs, roadway maintenance/pavement assessments and recommendations for improvements. Scope of work has also included upgrades to the development’s Aquatic Center and hardscape improvements as well as landscape architecture services for the complete renovation of existing landscaped areas for the Golf and Country Club Amenity Center.		
b.	Julington Creek Plantation POA, Continuing Engineering Services St. Johns County, FL	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Principal-in-Charge. Providing complete oversight of project components as specified in the continuing service contract for this large subdivision located in NW St. Johns County. Project scope has included evaluations of roadway pavement condition, redesign of curbing, traffic study evaluation, and evaluation of drainage issues.		
c.	Cimarrone POA Master Drainage System Study, St. Augustine, FL	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Principal-in-Charge. Providing complete oversight of project components as specified in the continuing service contract for this large subdivision located on CR 210 in St. Johns County. Project scope has included an evaluation of the master drainage plan for the subdivision to make recommendations and resolve problem areas.		

d.	(1) TITLE AND LOCATION (<i>City and State</i>)	(2) YEAR COMPLETED	
	Plantation Estates POA Road & Stormwater Evaluation St. Johns County, FL	PROFESSIONAL SERVICES 2018	CONSTRUCTION (<i>If applicable</i>) N/A
	(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Principal-in-Charge. Under a continuing service contract for engineering services, MDG provided assessments and remediation for drainage systems and roadway pavement conditions for this gated community of single-family homes.		
e.	(1) TITLE AND LOCATION (<i>City and State</i>)	(2) YEAR COMPLETED	
	Olympus Reserve CDD, District Engineer, Lake County, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (<i>If applicable</i>) N/A
	(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Principal-in-Charge. MDG is providing ongoing professional engineering services, to provide engineering, surveying, planning, landscaping, construction administration, environmental management, and permitting, financial and economic studies for the purpose of financing, constructing, acquiring and/or maintaining infrastructure improvement and services within the District.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Billy Almaguer, PE	13. ROLE IN THIS CONTRACT QA/QC Manager/Civil Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 24	b. WITH CURRENT FIRM 6

15. FIRM NAME AND LOCATION (City and State) Matthews Design Group, St. Augustine, FL
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16. EDUCATION (DEGREE AND SPECIALIZATION) BS, Civil Engineering MS, Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida – Professional Engineer
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
 Billy Almaguer is a seasoned professional engineer with almost 25 years of experience in all aspects of civil site design, regulatory permitting processes, stormwater modeling, and recreational and drainage facility design. He has specialized in wetland and nutrient load modeling and stormwater master planning. Billy has provided engineering design services for a variety of projects, including highways, beach re-nourishment, mitigation bank creation, FEMA Hazard Mitigation Grant Program (HMGP) and Community Development Block Grant (CDBG) projects, drainage, and stormwater masterplans for many large municipalities, as well as educational facilities, residential, commercial, and industrial developments. He also has experience with providing construction administration services which include conducting pre-construction meetings with engineers, owners, developers, and contractors, as well as the preparation of bid documents and bidding assistance. Billy’s expertise in the creating, planning, and implementation of quality control systems ensures that each project receives a detailed and thorough review, thus providing for a quality product meeting the client’s needs. He will take responsibility for the review of all engineering and design work. His specialty training includes:

NPDES Permitting Florida Stormwater Erosion and Sedimentation Control Inspection AdICPR Modeling

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Home Again St. Johns, St. Augustine, FL	2018	2018
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm QC Manager/Project Engineer. Provided civil engineering and site design for this large campus, which includes multiple buildings. Final buildout included an administration building, medical facility, and five low-income housing buildings totaling approximately 100 units. Site design included driveway and parking lot design, stormwater management facilities design, utility design, and landscaping. Permitted with the County, FDOT, FDEP and SJRWMD.		
b.	Cypress Trail Subdivision, Volusia County, FL	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm QC Manager/Project Engineer. Provided engineering design services to permit and construct the Cypress Trail subdivision. MDG’s scope included development of a concept site plan, construction plans, and permitting services. The subdivision (rezoned PUD) will include 48 home sites, a half-mile road, two stormwater ponds and infrastructure, and water and sewer utilities.		
c.	Seaside Charter School, Jacksonville, FL	2018	2018
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm QA/QC Manager/Drainage Engineer. MDG provided civil engineering, design and permitting services for a new school campus to be located on Mayport Road in Jacksonville, FL. The campus includes four buildings (totaling 35,600 SF), “tot lot” playground area, central gathering area, and various infrastructure improvements. Separate ingress and egress driveways were designed along Mayport Road to allow for a looped internal roadway to accommodate maximum stacking for drop off and pick-up times. An extensive sidewalk network was designed for easy and safe pedestrian access. Utility connections and stormwater design were also included in the design of this project. One challenge faced during design was that the site was in a flood plain adjacent to a tidally influenced creek. Extensive drainage, floodway, and compensatory storage calculations were prepared to ensure safety for the site and adjacent properties. Construction administration services were also provided.		

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d.	Anastasia Mosquito Control District, St. Augustine, FL	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm QA/QC Manager. MDG provided conceptual site design and full civil engineering for the new Anastasia Mosquito Control District (AMCD) base station. Project scope included utility design, stormwater design, construction administration, and permitting with St. Johns County, SJRWMD, and FDEP. Phase 1 of the project includes an office, classroom, building maintenance facility, chemical storage facility, and fueling site. Phase 2, which is nearing construction completion, includes a student housing facility, multiple laboratory facilities, two greenhouses, environmentally controlled poultry facility for rearing disease sentinels, a heliport with associated hanger, and fueling facility.		
e.	St. Johns County Fire Station & Sherriff's Office Complex, St. Augustine, FL	2019	2019
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm QA/QC Manager/Project Engineer. MDG provided civil engineering site design for this nearly 23,000 SF fire station with four bay doors, which holds six fire apparatus. This new building located at 3370 U.S. 1 South houses a southeast command center for the St. Johns County Sheriff's Office in St. Augustine. The facility also includes a three-story drill tower and fitness room. This combination fire station and Sheriff's Office replaces Stations 5 and 11 in south St. Johns County. The scope of work included site plan depicting site layout, roadways, traffic signal design, buildings, and site improvements, a demolition plan, utility plan, construction details accompanying the plan sets, and a Stormwater Pollution Prevention Plan (SWPPP). MDG also secured regulatory permits with St. Johns County, SJRWMD, FDEP, and FDOT.		

(Complete one Section E for each key person.)

12. NAME Scott A. Knowles, PE, LEED AP	13. ROLE IN THIS CONTRACT Utility Coordinator/Civil Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 27	b. WITH CURRENT FIRM 15

15. FIRM NAME AND LOCATION (City and State) Matthews Design Group, St. Augustine, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION) BS, Agricultural Engineering	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida – Professional Engineer
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Scott Knowles has extensive experience in all phases of land development engineering, including site and roadway design, stormwater modeling and drainage design, utility engineering and coordination, and regulatory permitting. He has provided project management for an eclectic mix of projects that included services like those required for this RSQ such as drainage design improvements and stormwater management facilities, roadway and intersection design, multiuse paths/trails, master planning, site plans, conditional uses, land use plan amendments, plats, rezoning, grant administration, and support services. Additionally, Scott had project management responsibility for the CDBG projects in St. Augustine and St. Johns County, as well as for FEMA HMGP Wastewater Plant and Wastewater Treatment facilities project in Putnam County. He is extremely proficient in the design of drainage structures and stormwater management systems as well as grant applications and submissions. He has engineered and permitted a wide variety of projects, including roads, drainage systems and sidewalks, large residential subdivisions, large shopping centers, commercial office buildings, mining sites, ponds, schools and churches, and recreational facilities. His vast expertise in all areas of civil engineering and the construction industry has also fortified his skills on best constructibility and biddability design methods. He is highly skilled in construction administration services including conducting pre-construction meetings and the preparation of bid documents and bidding assistance. Rounding out his engineering expertise, Scott has specialized experience in Geographic Information System (GIS) databases, and in pump and power systems design for sanitary and stormwater lift stations. Affiliations, training and certifications include:

LEED Accredited Professional
American Society of Agricultural and Biological Engineers

Certified FDEP Stormwater, Erosion and Sedimentation Control Instructor
Certified FDEP Stormwater, Erosion and Sedimentation Control Inspector

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	World Golf Village, HOA, Pond Evaluations, St. Johns County, FL	2020	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
	<p>Project Engineer. Provided professional engineering services associated with approximately 45 stormwater management facilities. Each stormwater management facility/pond was observed, and a report generated that detailed the condition of slopes, overflow control structures, orifices, weirs, skimmers, pipe inflows and outflows, overgrown vegetation, identification of any invasive exotic plants for removal, erosion, and overall condition of each stormwater management facility/pond dry or wet. The report stated if the stormwater management facility is in general compliance with the permitted condition and note any repairs and pond remediation that should take place to bring the facility back into compliance. The report also noted any additional preventative maintenance that should be addressed to prevent future maintenance. Each report was filed, numbered, and cataloged in accordance with the St. Johns Northwest Master Association master SWMF system and signed and sealed by a licensed professional engineer in the state of Florida.</p>		
b.	Queen’s Harbour Yacht & Country Club, HOA Drainage Assessments, St. Johns County, FL	2020	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
	<p>Project Engineer. MDG was retained to provide professional engineering services for an engineering assessment of the Queen’s Harbour neighborhood stormwater drainage system. The assessment covered all over 20 ponds, stormwater inlets, pipes, manholes, and outfalls. A written assessment of the stormwater management system included a master map of drainage system, identification of areas needing corrective measures; recommendation for time of repairs; estimate of probable costs for repairs; and operation and maintenance guidelines for the stormwater system components.</p>		

c.	(1) TITLE AND LOCATION <i>(City and State)</i> Flagler Estates Road & Water Control District, Flagler & St. Johns Counties, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(if applicable)</i> N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<p>Project Manager. Completed a review of the overall stormwater model for the drainage basin, and finalized multiple projects to improve stormwater infrastructure, resurface roadways, and replace major water control structures that service Sixteen Mile Creek. Coordinated Disaster Recovery (DR) and Community Development Block Grants (CDBG) for improvements to drainage and roadways. Prepared and submitted a FEMA DR reimbursement and grant application for damage caused by Hurricanes Matthew and Irma, which caused significant damage to drainageways and roadways throughout Flagler Estates.</p>		
d.	(1) TITLE AND LOCATION <i>(City and State)</i> Disaster Recovery Projects (CDBG), Various Locations St. Johns County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(if applicable)</i> 2018
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<p>Project Manager. Scott assisted the County in the preparation of several grant applications as well as prepared plans and provided construction administration for CBDG initiatives intended to address numerous stormwater facilities, drainage, roadway, and other infrastructure issues. Project elements included roadway design, stormwater facilities design, drainage design, sewer repairs, street lighting, and bid document preparation and assistance. Estimated value of all project phases has totaled approximately \$3.5 million.</p>		
e.	(1) TITLE AND LOCATION <i>(City and State)</i> Villages of Valencia, St. Johns County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(if applicable)</i> 2018
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<p>Project Manager. MDG provided civil engineering services to support the development, design and permitting for the construction of this five-phase residential development. This community is comprised of approximately 300 homes occupying approximately 144 acres. Scope of work elements included preparation of construction plans, site grading and earthwork, stormwater drainage system design, paving, water and sewer utilities design, and a Stormwater Pollution Prevention Plan (SWPPP).</p>		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
 (Complete one Section E for each key person.)

12. NAME Chris Buttermore, PE	13. ROLE IN THIS CONTRACT Transportation Lead/Roadway Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 17	b. WITH CURRENT FIRM 7

15. FIRM NAME AND LOCATION (City and State)
Matthews Design Group, St. Augustine, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)
BS, Civil Engineering

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Florida – Professional Engineer

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
 Chris Buttermore brings extensive design experience on both public and private sector civil engineering projects. His relevant civil engineering experience includes site planning and land development, design for stormwater management facilities, water and wastewater facilities, utilities and utility coordination, internal roadway, parking lot and sidewalk and trail design services for a variety of residential, commercial, and industrial projects as well as for a variety of government agencies and municipalities. He has worked on a wide variety of roadway design projects for several clients, primarily FDOT and municipalities. Chris’ experience includes working as a project manager, roadway engineer, MOT engineer, and S&PM engineer on many FDOT, county and city projects. During this time, he has gained in-depth knowledge and management skills on roadway transportation systems while designing roadway projects ranging from small-scale local roadways to resurfacing, restoration and rehabilitation (3R) projects, to large-scale design-build interchange projects. His extensive range of project management skills and diverse background in several transportation related disciplines have included controlled access highway design, channelization, temporary traffic control plans, design of ADA compliant curb ramps, multiuse paths/trails, sidewalks, and pedestrian facilities. He is well versed in CADD, ICPR and storm drainage software, and completed various calculations and documentation required for highway design projects. He has firsthand experience with FDOT protocols, design criteria, digital/electronic delivery process and filing conventions that facilitate permit and final project approval. Affiliations, training, and certifications include:

American Society of Highway Engineers Florida Engineering Society FDOT Final Estimates Level 1
 American Public Works Association Advanced Maintenance of Traffic FDOT Earthworks Levels 1 & 2
 Leadership St. Johns FDOT Asphalt Paving Levels 1 & 2
 American Council of Engineering Companies FDEP Stormwater Management Inspector

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Olympus Reserve CDD, District Engineer, Lake County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. MDG is providing ongoing professional engineering services, to provide engineering, surveying, planning, landscaping, construction administration, environmental management, and permitting, financial and economic studies for the purpose of financing, constructing, acquiring and/or maintaining infrastructure improvement and services within the District.		
b.	(1) TITLE AND LOCATION (City and State) Madeira CDD, St. Johns County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. MDG served as the lead designer and engineer for the paving of Lents Road in Nassau County. Project scope included the widening and paving of 0.4 miles of existing dirt road. Lents Road design included pavement design, roadway design from dirt to pavement, and drainage design. Drainage design required the evaluation and modification to existing swales adjacent to one section of the roadway, and new swales and drainage structures at other sections of the roadway, which provided one complete and cohesive stormwater conveyance system. Other services provided by MDG included intersection upgrades and sidewalk improvements.		
c.	(1) TITLE AND LOCATION (City and State) Las Calinas Residential Development, St. Johns County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2016	CONSTRUCTION (If applicable) 2019
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer. Provided engineering design services for this 440-acre residential development. Designs included a 39-acre recreation pond, internal roadways, utilities, and stormwater management facilities, as well as permitting through St. Johns County, St. Johns River Water Management District, Florida Department of Transportation, and the Florida Department of Environmental Protection.		

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d.	Colbert Lane & Grady Prather Jr. Cove Roadway Improvements, City of Palm Coast, FL	2017	2018
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Provided engineering design and permitting for the resurfacing design for Colbert Lane between Palm Coast Parkway to SR 100 for 7.1 miles, and 1.2 miles of resurfacing and shoulder improvements for Grady Prather Jr. Cove in Palm Coast. Included improvements to S&PM throughout to current MUTCD standards. Additional pavement markings were proposed at specific intersections to improve traffic flow and motorist awareness. During the design phase of the project, we observed severe shoulder deterioration and sidewalk failures on Grady Prather Jr. Cove. Recommendations were made for concrete replacement and stability improvements to both the sidewalk and existing shoulder. As part of the scope of work, permits were secured through Flagler County, SJRWMD, and FDOT. The Graham Swamp parking lot impacted this project and pipe cover issues were identified, which would potentially weaken the pipe, under the gravel driveway to Grady Prather Jr. Cove. At the 60% design phase, the County determined that the gravel material was less desirable and added scope to the MDG contract for the design of a full access driveway connection to the parking lot.		
e.	Rock Springs Subdivision PUD, St. Augustine, St. Johns County, FL	2022	2022
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. MDG provided planning and engineering services for the new Rock Springs Subdivision PUD located off US 1, south of SR 206 in St. Johns County. A previous site plan was prepared by another engineering company and due to stormwater compensation storage deficiencies, MDG was retained to modify the site plans. MDG reviewed and modified the current concept plan and coordinated with the client representative to modify the PUD based on the proposed new concept plan and provided a Master Development Plan. The site also required right and left turn lanes within the US 1 right-of-way. Services provided include drainage analysis, rezoning assistance, and the preparation of construction plans to include land clearing and tree removal, site grading and earthwork, stormwater management and drainage systems, paving, drainage plans, water and sewer utility plans, off-site utilities design, landscape and irrigation design, construction administration and permitting with the County, St. Johns River Water Management District, and Florida Department of Environmental Protection and Florida Department of Transportation.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Eric Lanehart, PLA, ISA	13. ROLE IN THIS CONTRACT Landscape Architect	14. YEARS EXPERIENCE	
		a. TOTAL 20	b. WITH CURRENT FIRM 2

15. FIRM NAME AND LOCATION <i>(City and State)</i> Matthews Design Group, Jacksonville, FL	17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Florida – Professional Landscape Architect
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16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> MLA, Master of Landscape Architecture BS Agriculture, Major - Plant Pathology	17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Florida – Professional Landscape Architect
--	--

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
 Eric Lanehart has 20 years of experience in the landscape architecture and land planning industry. He has worked mainly in North Florida but has completed projects in Alabama, Georgia, North Carolina, and Virginia. He has managed multiple site planning, landscape, hardscape, and irrigation design projects for a diverse client base. Eric’s project types include amenity centers, parks and recreation facilities, commercial, industrial, mixed-use, multi-family, and single-family developments. Eric has always worked closely with engineers, planners, consultants, and client staff to gain approval prior to producing detailed cost analysis, quality renderings and construction documents. As an Arborist, he has performed numerous site analysis to determine tree species, tree health and structural stability along with helping clients reduce tree mitigation costs. Affiliations, training, and certifications include:

Florida Registered Landscape Architect Florida Certified Arborist
 Florida Certified Landscape Inspector Advanced Maintenance of Traffic
 Irrigation Contractor in City of Jacksonville and St. Johns County

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Beachside High School, St. Johns County, FL	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Landscape Architect. MDG is providing professional engineering associated with the design and permitting services for the new high school including athletic facilities, parking, infrastructure, and stormwater management facilities. The campus includes a new high school, recreation facilities, student and faculty parking, onsite stormwater management, and a sanitary sewer lift station. Scope of work includes conceptual site plan depicting the location of buildings, parking, and stormwater management areas based on architectural sketch, environmental services, engineering designs, and construction plan preparation showing limits of land clearing and tree removal, demolition, site grading and earthwork, stormwater drainage systems, paving, water, and sewer utilities, SWPPP, S&PM and MOT plans. <input checked="" type="checkbox"/> Check if project performed with current firm		
b.	Stillwater, St. Johns County	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Landscape Architect. MDG is providing professional engineering services for the Stillwater development, an age restricted community with 550 single family and multifamily duplex units and an 18-hole golf course with associated amenities and infrastructure. The amenities include an 18,828 SF clubhouse building, a 2,109 SF Aquatics building with associated pool, a 600 SF driving range concession and restroom building with associated driving range bays, and a 9,098 SF maintenance facility. Additional recreational amenities include a 2.5 acre driving range, two full size tennis courts, two full size pickle ball courts, a bocce ball court and special event lawn space. MDG coordinated the design and permitting with SJC, WMD, JEA, FDEP and ACOE. MDG is also responsible for certifications of the completed construction which requires routine site visits throughout construction and conducting an as-built review along with review of all testing documents. <input checked="" type="checkbox"/> Check if project performed with current firm		
c.	Vilano Beach Park Design Services, St. Johns County	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Landscape Architect. MDG is providing the professional concept planning, master planning, engineering, and landscape architectural services for the Vilano Beach Park located at Vilano Road at the Vilano Beach Oceanfront Park. The project design includes dune enhancement, children’s playground area, wash off/shower area, dune walkover, multi-use lawn area, multi-use pavilion amphitheater, and corn hole game area. <input checked="" type="checkbox"/> Check if project performed with current firm		

d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	Anastasia Mosquito Control District, Education Center & Museum St. Johns County, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<p>Landscape Architect. MDG was contracted to prepare a concept plan for a new Education Center and Museum, which incorporates the proposed building and amenities into the existing site improvements. Designs were provided for parking, sidewalks and required access to the facility, student housing facility, multiple laboratory facilities, two greenhouses, a heliport, and hangar. Code minimum landscape and irrigation plans ensured easy maintenance. Seating areas and additional enhancements such as educational plantings were included to compliment the Center’s purpose. Construction administration and permitting services were provided for all phases. Permits were obtained with St. Johns County, SJRWMD, and FDEP.</p>		
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	San Marco Heights	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<p>Landscape Architect. MDG is providing rezoning services, civil engineering design and permitting, as well as landscape architecture for San Marco Heights. This 132-unit affordable housing apartment complex will also feature a 5,000 SF clubhouse, fitness center, outdoor recreation, and will protect 2.78 acres of wetland in a conservation easement. The facility has backup power so that it can be used as an evacuation center in case of an emergency, such as a hurricane. The outdoor recreation center will have a playground, bocce ball court, picnic tables, and other features.</p>		

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "✓" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Alex Acree, PE	Land Development Lead/Civil Engineer	✓	✓	✓			✓	✓			✓
Rob A. Matthews III, PE	Principal-in-Charge/Civil Engineer	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Billy Almaguer, PE	QA/QC Manager/Civil Engineer	✓	✓	✓	✓		✓	✓	✓	✓	
Scott Knowles, PE, LEED AP	Utility Coordinator/Civil Engineer		✓	✓	✓	✓	✓		✓		
Chris Buttermore, PE	Transportation Lead/Roadway Engineer	✓	✓							✓	
Eric Lanehart, PLA, ISA	Landscape Architect			✓			✓			✓	✓

29. EXAMPLE PROJECTS KEY

NO.	Title of Example Project (from Section F)	NO.	Title of Example Project (from Section F)
1	Sampson Creek CDD	6	Stillwater Development/CDD
2	Amazon Distribution Center Roadway Improvements	7	Isla Antigua Apartments
3	San Marco Heights	8	City of St. Augustine Continuing Engineering Contract
4	Flagler Estates Water & Road Mgmt. District	9	Flagler Health+ Village at Palm Coast
5	Queen’s Harbour HOA	10	Grand Reserve East

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER

1

21. TITLE AND LOCATION (City and State)

22. YEAR COMPLETED

**Sampson Creek CDD, District Engineer
St. Johns County, FL**

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION (If applicable)

N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Sampson Creek CDD

b. POINT OF CONTACT NAME

Ernesto Torres

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 940-5850

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Key Project Elements

- Stormwater Modeling
- Stormwater Management Facilities
- Drainage Analysis & Design
- Roadway Assessments & Design
- Sidewalks
- Utility Design & Coordination
- Landscape Architecture
- Amenity Center
- Recreational Facilities
- Permitting



Sampson Creek CDD indicating location of Amenity Center and pool.

As District Engineer, MDG provides ongoing professional engineering services, which have included drainage analysis and improvement designs, roadway maintenance/pavement assessments and recommendations for improvements.

To date, scope of work performed has also included upgrades to the development's Aquatic Center and hardscape improvements as well as landscape architecture services for the complete renovation of existing landscaped areas for the Golf and Country Club Amenity Center.

An example of one project under this contract included the renovation and expansion of the community pool located in the St. Johns County Golf & Country Club. The project scope included a complete update of the existing facility to include a swimming pool, splash pad amenity for children, and terrace seating for swim competitions and additional shading in the pool area. MDG secured all permits as required by governing agencies.

Professional Fees: \$37,800; Construction Value: \$200K

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER

2

21. TITLE AND LOCATION (City and State)

Amazon Distribution Center Roadway Improvements, Jacksonville, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2017

CONSTRUCTION (If applicable)
2018

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Jacksonville/FDOT (Tetra Tech)

b. POINT OF CONTACT NAME

Gregory Kern

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 596-6643

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Key Project Elements

- Roadway Construction Plans
- Widening & Realignment
- S&PM Plans
- MOT Plans
- Stormwater Pollution Prevention Plans
- Stormwater Modeling & Design
- Erosion Control
- Drainage
- Multiuse Path
- Safety Improvements
- Stakeholder Coordination
- Permitting with COJ, SJRWMD & FDOT



MDG served as the offsite improvements subconsultant providing engineering services to improve Pecan Park Road, Duval Road (SR 243), and the offramp onto Duval Road from I-295 in Jacksonville, Florida. The required improvements were associated with the development of an Amazon, Inc. Distribution Center. Numerous improvements to Pecan Park Road required a complete vertical and horizontal realignment of 0.5 miles of roadway, intersection improvements, widening of multiple turn lanes, signal modification, full access driveway connections, utility relocation, drainage design, superelevation analysis, and pedestrian access design.

Pecan Park Road improvements also included a half-mile-long, 12-foot-wide multiuse path providing a safe and functional connection from the Duval Road to the Distribution Center property. Design elements for Duval Road included widening for multiple turn lanes, signal modifications, intersection improvements at Pecan Park Road, median conversion from full access to directional access, and driveway connection design. Challenges during construction included addressing utility conflicts and swale grading. All issues and concerns were addressed, and solutions delivered in a quick and efficient manner. Construction plans included demolition, grading and earthwork, paving, erosion control, S&PM, and MOT. A SWPPP was also prepared and all permits required were secured through county and state agencies including the City of Jacksonville, SJRWMD, and FDOT.

The American Public Works Association (APWA) awarded the "Consultant of the Year" to Tetra Tech for successful work and collaboration with the project team, which included MDG.

Professional Fees: \$384,344; Construction Value: \$1M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Subconsultant Civil Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER

3

21. TITLE AND LOCATION (City and State)

San Marco Heights, St. Augustine, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION (If applicable)

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

SHAG Development, LLC

b. POINT OF CONTACT NAME

Darren Smith

c. POINT OF CONTACT TELEPHONE NUMBER

(561) 859-8520

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Key Project Elements

- Roadway Construction Plans
- Landscape Plans
- Tree Mitigation
- Offsite Improvements
- Permitting with County, FDEP, SJRWMD, and FDOT



MDG is providing rezoning services, civil engineering design and permitting, as well as landscape architecture for San Marco Heights. This 132-unit affordable housing apartment complex will also feature a 5,000 SF clubhouse, fitness center, outdoor recreation, and will protect 2.78 acres of wetland in a conservation easement.

The facility has backup power so that it can be used as an evacuation center in case of an emergency, such as a hurricane. The outdoor recreation center will have a playground, bocce ball court, picnic tables, and other features.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

4

21. TITLE AND LOCATION (City and State)

22. YEAR COMPLETED

Flagler Estates Road & Water Control District Continuing Services, St. Johns & Flagler Counties, FL

PROFESSIONAL SERVICES

CONSTRUCTION (If applicable)

Ongoing

N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

b. POINT OF CONTACT NAME

c. POINT OF CONTACT TELEPHONE NUMBER

Flagler Estates Road & Water Control District

Linda Gee

(904) 692-1513

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Key Project Elements

- Roadway Construction Plans
- S&PM Plans
- MOT Plans
- Stormwater Modeling & Design
- Drainage Basin Modeling
- Drainage Design
- Erosion Control
- Utility Design & Coordination
- Construction Inspection
- FEMA Disaster Recovery; CDBG DR & HMGP funding
- Permitting with County, FDEP, USACE, FWC & SJRWMD



Since 2010, MDG has provided ongoing engineering support as the District Engineer to this 7,000-acre community located in southern St. Johns County. Flagler Estates includes approximately 5,400 lots, over 140 miles of roadway, and over 36 miles of drainage canals. The roadways within Flagler Estates range from unpaved, to improved surface, to paved. MDG has worked with the District to provide phased improvements of the roadways with the goal of eventually paving the majority of the roads within the District. Over 30 miles of roadway have been improved from dirt to either black base, cold mix asphalt, or hot mix asphalt. Design, bidding assistance and construction administration for these roadway improvements have been included in our scope of work. Additionally, collaboration with District staff was provided to create and maintain a Roadway Management Program to plan for new road improvements and to provide long-term maintenance solutions. We have completed a review of the overall stormwater model for this drainage basin, and finalized multiple projects to improve stormwater infrastructure, resurface roadways, and replace major water control structures that service Sixteen Mile Creek. Coordination for Disaster Recovery (DR) and Community Development Block Grants (CDBG) for improvements to drainage and roadways was provided. In 2017, MDG prepared and submitted a FEMA DR reimbursement and grant application for damage caused by Hurricane Matthew. Significant damage to drainageways and roadways throughout Flagler Estates was also caused by Hurricane Irma in September 2017. MDG worked with District staff and FEMA to secure reimbursement for the disaster cleanup and repairs following Hurricane Irma. Additionally, an application was prepared and submitted to Department of Economic Opportunity (DEO) for HMGP grants to improve damaged structures in an effort to prevent similar damage in future storm events.

Professional Fees: \$500K; Construction Value: \$2.5M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

(2) FIRM LOCATION (City and State)

(3) ROLE

Matthews Design Group

St. Augustine, FL

Prime Civil Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 5
21. TITLE AND LOCATION (City and State) Queen's Harbour Yacht & Country Club HOA Duval County, FL	PROFESSIONAL SERVICES 2020	22. YEAR COMPLETED CONSTRUCTION (If applicable) N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Queen's Harbour Yacht & CC HOA	b. POINT OF CONTACT NAME Bethann Ridikas-Parker	c. POINT OF CONTACT TELEPHONE NUMBER (904) 221-8859
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

- Key Project Elements**
- Pond Inspections
 - Stormwater Management
 - Master Map of Drainage System
 - As-built & Storm TV Reviews
 - Assessment Report
 - Maintenance Guidelines



Queen's Harbour is a Jacksonville waterfront community features some of the most exquisite homes in Northeast Florida. Most homes within the community are nestled among decades-old oak trees, palms and winding waterways that connect to the Intracoastal Waterway, green spaces and ponds.

MDG was retained to provide professional engineering services for an engineering assessment of the Queen's Harbour neighborhood stormwater drainage system. The assessment covered all over 20 ponds, stormwater inlets, pipes, manholes, and outfalls.

A written assessment of the stormwater management system included a master map of drainage system, identification of areas needing corrective measures; recommendation for time of repairs; estimate of probable costs for repairs; and operation and maintenance guidelines for the stormwater system components.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) FIRM NAME Matthews Design Group	(2) FIRM LOCATION (City and State) St. Augustine, FL	(3) ROLE Prime Civil Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER

6

21. TITLE AND LOCATION (City and State)

Stillwater, St. Johns County, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION (If applicable)

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Lennar Homes

b. POINT OF CONTACT NAME

Scott Keiling

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 380-0779

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Key Project Elements

- Site Plan
- Roadway Design
- Stormwater Management
- Drainage Design
- Utility Design & Coordination
- Landscape Plans
- Offsite Improvements
- Permitting with City, FDEP, and SJRWMD



MDG is providing professional engineering services for the Stillwater development, an age restricted community with 550 single family and multifamily duplex units and an 18-hole golf course with associated amenities and infrastructure. The amenities include an 18,828 SF clubhouse building, a 2,109 SF Aquatics building with associated pool, a 600 SF driving range concession and restroom building with associated driving range bays, and a 9,098 SF maintenance facility. Additional recreational amenities include a 2.5 acre driving range, two full size tennis courts, two full size pickle ball courts, a bocce ball court and special event lawn space.

MDG coordinated the design and permitting with SJC, WMD, JEA, FDEP and ACOE. MDG is also responsible for certifications of the completed construction which requires routine site visits throughout construction and conducting an as-built review along with review of all testing documents.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER

7

21. TITLE AND LOCATION (City and State)

Isla Antigua Apartments, St. Augustine, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2019

CONSTRUCTION (If applicable)
2019

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Catalyst Development Partners, LLC

b. POINT OF CONTACT NAME

Ben Field

c. POINT OF CONTACT TELEPHONE NUMBER

(678)-666-1220

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Key Project Elements

- Roadway Construction Plans
- Widening & Realignment
- S&PM Plans
- MOT Plans
- Stormwater Pollution Prevention Plans
- Stormwater Modeling & Design
- Erosion Control
- Drainage
- Multiuse Path
- Safety Improvements
- Stakeholder Coordination
- Permitting with COJ, SJRWMD & FDOT



MDG provided civil engineering, site design, and permitting for this luxury waterfront community located along the Intracoastal Waterway on Anastasia Island in St. Augustine, Florida.

Situated on 157 acres, this luxurious waterfront community provides occupants with up-scale accommodations and scenic views of two historic St. Augustine landmarks, the Bridge of Lions, and the St. Augustine Lighthouse. The Isla Antigua Apartments includes 450 luxury waterfront residences and condominiums, with community amenities featuring a resort-style pool with semi-private cabanas, outdoor kitchen with gas grills and dining areas, a sunset beach retreat with and fire pit lounges, plus executive office suites and other commercial development along SR 312.

Isla Antigua also provides a unique retreat for residents, with direct access to the beautiful Matanzas River with a boardwalk and private dock with kayak launch.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

21. TITLE AND LOCATION (City and State) City of St. Augustine Continuing Service Contract, St. Johns County, FL	22. YEAR COMPLETED PROFESSIONAL SERVICES: Ongoing CONSTRUCTION (if applicable): N/A
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23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of St. Augustine	b. POINT OF CONTACT NAME Reuben Franklin	c. POINT OF CONTACT TELEPHONE NUMBER (904) 825-1040
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

- Key Project Elements**
- Stormwater Design
 - Roadway Design
 - Hydrologic & Hydraulic Analysis
 - S&PM Plans
 - Site Design
 - Park & Recreational Areas
 - Drainage Design
 - Utility Design & Coordination
 - Stakeholder Coordination
 - Permitting
 - Construction Administration & Inspection
 - Permitting with County, City, FDEP, USACE & SJRWMD



Crews prepare site for installation of new drainage system.

MDG is currently operating under a continuing services contract for the City of St. Augustine for civil engineering services.

Projects to date have included analysis of stormwater drainage problem areas, and design and implementation of corrective measures, installation of saltwater monitoring wells, and capping of abandoned wells.

Additionally, MDG has engineered drainage improvements for several streets in the St. Augustine's historic district. Streets included Pine Street, Inlet Drive, Charlotte Place, and the area near St. George and Cordova streets. Work has involved hydrologic and hydraulic analyses for the areas of concern, drainage improvement designs to correct sizing of water quality treatment structures and help in obtaining bids from contractors to perform the work. Work scope also included tasks such as providing modifications to the drainage systems, addition of hydrodynamic sediment separators, and repairs and improvements to the roadways involved in construction.

Professional Fees: \$200K; Construction Value: \$25M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) FIRM NAME Matthews Design Group	(2) FIRM LOCATION (City and State) St. Augustine, FL	(3) ROLE Prime Civil Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER

9

21. TITLE AND LOCATION (City and State)

Flagler Health+ Village at Palm Coast, Palm Coast, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

The Stellar Group

b. POINT OF CONTACT NAME

Morgan Wilbanks

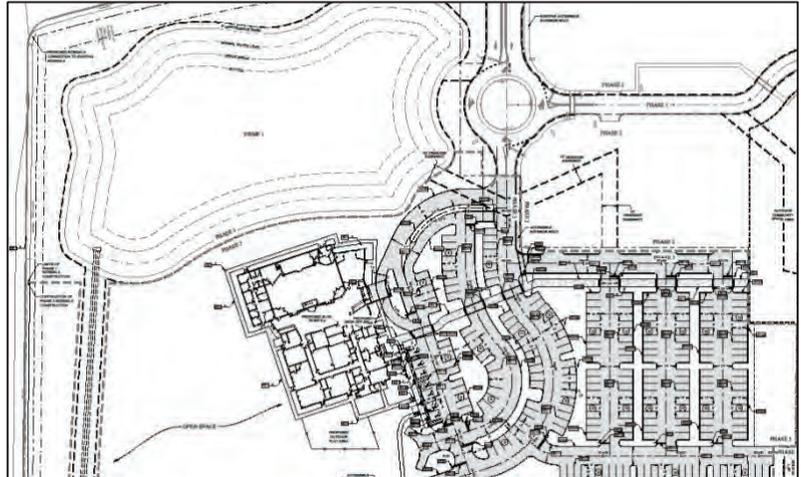
c. POINT OF CONTACT TELEPHONE NUMBER

(904) 899-9831

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Key Project Elements

- Conceptual Site Plan
- Design Meetings & Coordination
- Construction Plans
- Permitting
- Landscape Design Plans
- Irrigation Design
- Driveway Connection & Coordination
- Construction Administration



MDG is providing professional engineering services for the planning and permitting for the Flagler Health+ Village at Palm Coast located at New Belle Terre Parkway and Matanzas Woods Parkway and in Palm Coast, Florida.

Tasks include master planning for stormwater and utilities for the entire parcel, conceptual landscape and hardscape planning for the community park (open space), and construction plans for the Flagler Health+ parcel. Specifically, the construction plans will include the site, grading, utilities, and landscaping of the new health village building. The construction plans will also include the access road to connect to the church driveway and expansion of the existing stormwater pond.

MDG will also perform Permitting for the entire site with the St. Johns River Water Management District (stormwater), Florida Department of Environmental Protection (water and sewer utilities), and the City of Palm Coast (Health Village Construction Plans, utilities, and stormwater).

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Subconsultant Civil Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER

10

21. TITLE AND LOCATION (City and State)

Grand Reserve East, Palm Coast, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION (If applicable)

N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Atlee Development Group

b. POINT OF CONTACT NAME

Ken Atlee

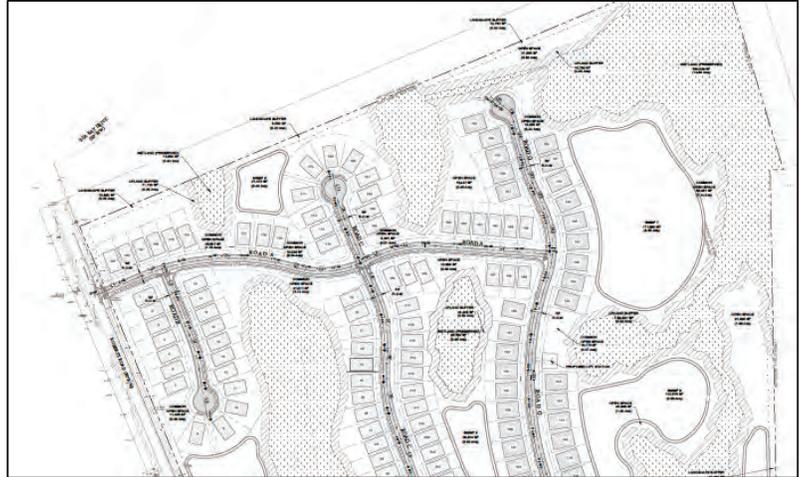
c. POINT OF CONTACT TELEPHONE NUMBER

(904) 838-9342

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Key Project Elements

- Site Development & Design
- Concept Site Plan
- Rezoning
- Offsite Improvements
- MOT Plans
- Stormwater Pollution Prevention Plans
- Stormwater Modeling & Design
- Utility Design & Coordination
- Permitting with Flagler County Development Review, Palm Coast Utilities, & SJRWMD



MDG is providing professional engineering and landscape architecture services for the new residential subdivision with associated utilities and stormwater for the Grand Reserve East, a 217 single-family home development, located on the east side of Roberts Road in Palm Coast, Florida.

A concept plan depicting the locating and proposed size of residential lots, as well as the location of roadway and stormwater management areas, was submitted in conformance with the Grand Reserve East PUD and Flagler County ordinances. Offsite improvements inside a right and left turn lane on Robert Road at the main project entrance. Construction plans will include demolition, grading and earthwork, utility plans, and MOT. A SWPPP will also be prepared, and all permits will be secured through county and state agencies including the Flagler County Development Review, Palm Coast Utilities, and SJRWMD.

MDG will prepare detailed code minimum landscape plans in conformance with Flagler County land development code and required for County submittal. Landscape plans will include the landscape design, planting schedule, planting construction details and specifications, and tree mitigation.

Construction administration services will also be provided.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

To fully address the criteria requested in the RFQ, we offer the following additional information. This further demonstrates MDG's expertise and capabilities to perform all work that is anticipated under this contract as District Engineer for the Grand Haven CDD.

EXPERIENCE IN FLAGLER COUNTY

MDG has experience working within Flagler County. Examples of these projects include:

- » Pointe Grand Apartments
- » Flagler Health+ Village at Palm Coast
- » Grand Reserve East
- » Flagler Schools Continuing Service Contracts
- » West Matanzas Woods Parkway Extension

CONSULTANT'S PAST PERFORMANCE

MDG has maintained work/task order driven continuing service contracts for several years and has the experience and resources necessary to anticipate and compensate for these challenges. Through efficient scheduling, a dedicated workforce, solid experience, and proven record of success with past projects, MDG has earned a reputation for providing high-quality, innovative engineering solutions in a timely and cost-effective manner.

MDG has also completed a multitude private development projects within its service area. Virtually all of these projects involved planning, design, and permitting, and many involved construction inspection. Pertinent to the interests of this RFQ, MDG's expertise includes application of the latest versions of ICPR and PONDSD hydrologic software applications to address issues associated with stormwater infrastructure including stormwater ponds, and pond bank design and reconstruction. Clients that entrust MDG to perform these professional services on a continuing basis include:

- » Antigua Community Development District (Continuing Engineering Services - District Engineer)
- » Madeira Community Development District (Continuing Engineering Services - District Engineer)
- » Sampson Creek Community Development District (Continuing Engineering Services - District Engineer)
- » Stillwater Community Development District (Continuing Engineering Services - District Engineer)
- » South Village Community Development District (Continuing Engineering Services - District Engineer)
- » Tolomato Community Development District, Nocatee (Continuing Engineering Services - District Engineer)
- » Olympus Community Development District (Continuing Engineering Services - District Engineer)
- » Flagler Estates Road and Water Control District (Continuing Engineering Services - District Engineer)
- » St. Johns County School District (Continuing Engineering Services)
- » St. Johns County (Continuing Engineering Services)
- » St. Johns County Parks and Recreation Department (Continuing Engineering Services)
- » St. Johns County Airport (Civil Engineering Subconsultant Continuing Services)
- » City of St. Augustine (Continuing Contract for Professional Services - Civil & Environmental Engineering)
- » City of Jacksonville (A/E Continuing Services for Misc. Park Improvement Projects)
- » City of Green Cove Springs (Continuing Engineering Services for Water, Wastewater, Drainage, Stormwater, Roadway & Parks)
- » City of Flagler Beach (Emergency Civil/Structural Engineering, Planning & Emergency Management Support Services for Disaster Recovery)
- » Flagler County (Continuing Civil Engineering Services)
- » Flagler County School District (Continuing Civil Engineering Services)
- » Putnam County (Continuing Professional Engineering Services)
- » St. Johns River State College (Continuing Civil Engineering Services)
- » Catholic Diocese of St. Augustine (Civil Engineering Services)
- » Florida Department of Transportation, District 2 (Continuing Services Subconsultant for Landscape Design)
- » Florida Department of Military Affairs (Continuing Engineering Services)

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

MDG'S KEY PROFESSIONAL PERSONNEL

MDG has the expertise, technical qualifications and project background experience to see any project to successful completion. Our staff comprised of nearly 50 accomplished engineers, technicians, inspectors and project administrators, are experienced in a wide variety of projects including the preparation and production of construction plans and specifications for the design of land development projects, transportation systems and features (i.e. roadways, sidewalks, paths, trails), Signing & Pavement Markings (S&PM), Maintenance of Traffic (MOT), drainage, stormwater management and Stormwater Pollution Prevention Plans (SWPPP), utilities, structures, and obtaining permits from counties, cities, and regulatory agencies including the USACE, FDEP, FDOT, FEMA, and Water Management Districts. Each of our Project Managers/Team Leaders, Project Engineers and Technicians have firsthand experience with the protocols, design criteria, and filing conventions that facilitate permit and final project approval.

Our key staff for this project team are experts in their disciplines and well suited to provide the continuing engineering services required of your District Engineer. Our project management team and discipline leads are supported by other highly skilled engineers, technicians and designers to provide a well-rounded and well-staffed production force.

REFERENCES

Ernesto Torres, Sampson Creek CDD

904-940-5850

etorres@gmsnf.com

Leslie Gallagher, Madeira CDD

904-838-7153

LGallagher@rizzetta.com

Daphne Gilyard, Stillwater CDD

877-276-0889

gilyardd@whhassociates.com

Shelly Vongchanta, St. Johns County

904-209-0150

svongchanta@sjcfl.us

TECHNICAL EXPERIENCE

Stormwater Management & Permitting

Stormwater management engineering requires the seamless integration of site function, civil infrastructure, regulatory requirements, and client goals and objectives. To execute a project with so many moving parts requires a team of professionals who are experienced in delivering projects of varying sizes for all types of clients. MDG has an expert team of engineers and planners, and teams with other professionals that are proficient in their disciplines. We evaluate existing site conditions, including topography/pond banks, natural resources, wetlands and streams, drainage patterns, and existing or nearby utility and roadway infrastructure, so the site is contiguous with existing conditions and meets the intended use. MDG ensures that site layouts maximize development and land use potential with cost-effective features.

MDG is a leader in stormwater management design and permitting, and has completed stormwater studies and associated plans for projects ranging from single roadway intersections, to small, rapidly developing communities, cities, and counties. MDG has developed innovative approaches that integrates the needs of both the private sector and the municipalities in the development of recommendations. MDG's stormwater plans are routinely approved and implemented with minimal opposition. We are able to accomplish this by including our clients, as well as the regulatory agencies, at the early stages of a project to be part of the planning process and resolve any potential permitting design issues from the start.

Drainage Studies & Design

Dependent upon the soil characteristics, roadway swales will be designed for proper stormwater storage, treatment, and conveyance. In some instances, roadside swales can be regraded and used as linear ponds to provide water quality treatment and attenuation. Alternatively, attenuation in roadside swales can be provided using ditch blocks or raised inlets. Regardless of the unique location challenges, our drainage engineering professionals will evaluate and design improvements as necessary to reduce flooding at each project location. MDG will manage these study/design efforts. Our objective is to create effective, low maintenance drainage systems that will operate optimally with less maintenance requirements.

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Utility (Potable & Sanitary) Design & Coordination

A key aspect of a project’s success requires an understanding of how existing utilities affect the design, maintenance schedule, and budget. MDG provides this critical need and conducts all utility design for potable and sanitary water, while also coordinating with using agencies. All meetings and utility conflict resolution is led by our in-house professional engineers. All utilities will be identified, designed and mapped within the relevant project corridor. Our design will avoid utility conflicts when possible and keep any utility relocations or adjustments to a minimum. Additionally, our close relationship to many local utility agencies expedites production of accurate data and ultimately keeps the project moving forward, preventing delays. Effective utility coordination requires innovation, experience, and a team approach. MDG is eager and equipped to begin.

Grant Support & Administration

MDG has a long history of working with small to large municipalities to ensure they maximize the benefit of their grants. Since 2008, MDG has been involved with a number of projects financed in part with grant funds. MDG served as lead consultant for the St. Johns County Community Development Block Grant (CDBG) Disaster Recovery Initiative to address stormwater drainage and other issues within the County. MDG has also worked on the Hazard Mitigation Grant Program (HMGP) application, providing grant application assistance for Putnam County. This included gathering information, conceptual design drawings, an opinion of probable costs for proposed improvements, project schedule with timeline and key milestones, and a maintenance schedule for the proposed improvements. This experience demonstrates that MDG is capable of handling the design and engineering as well as the timelines and processes associated with HMGP grants and working with the regulatory agencies such as the Department of Economic Opportunity (DEO). MDG’s extensive experience assisting counties and cities with grant-funded and grant-related public work projects has an estimated value exceeding \$10M.

APPROACH TO PROJECT MANAGEMENT/METHODOLOGY

We recognize that an effective project manager is critical and essential to the success of any project or program. Therefore, the successful delivery of any project depends on effective project management from beginning to end, which must include: 1) complete understanding of the scope and expectations; 2) control of budget and schedule; 3) risk assessment and mitigation plan; 4) good communication with the Grand Haven CDD and project team staff; and 5) adherence to QC Plans.

All of the aforementioned items allow us to create a comprehensive set of construction plans to effectively address the project objectives.



Schedule Management Among Team Members

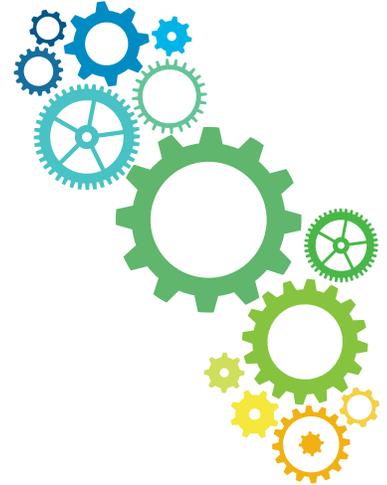
MDG assumes ultimate responsibility for project management, allocation of resources among the team members, and for the completion of projects assigned with respect to cost, schedule, and quality. Each of our team members have the capacity to accommodate the District’s project service requirements as described in this RFQ, and we have additional resources on-hand to provide support as needed. As a whole, MDG is well staffed and we are available to meet the needs for this contract.

MDG openly and frequently communicates with our team and is in control over the resources we need, both in-house and with our subconsultant partners, to provide the assurance that there will not be unforeseen delays.

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

MDG has an enviable record of completing work on time and within budget. The level of service and quality products that MDG's professional and technical staff delivers on a daily basis, has earned our firm an excellent reputation and record for repeat business. This is indicative of the high level of client satisfaction with our performance and work products, our ability to meet deadlines, and keep projects within budgetary guidelines. We attribute this success to our solid commitment to provide each client:

- Open Lines of Communication
- Knowledgeable Team Members
- Local and Available Staff
- Quick Response Time
- Flexibility of Industry Experts with a Wide Range of Technical Capabilities
- Well Thought Out Project Approach
- Schedule Based on Real Data
- Internal Meetings with Project Manager and Design Teams
- Frequent Project Meetings with Client
- Technical Review Team Assisting in QA/QC



CERTIFIED MBE

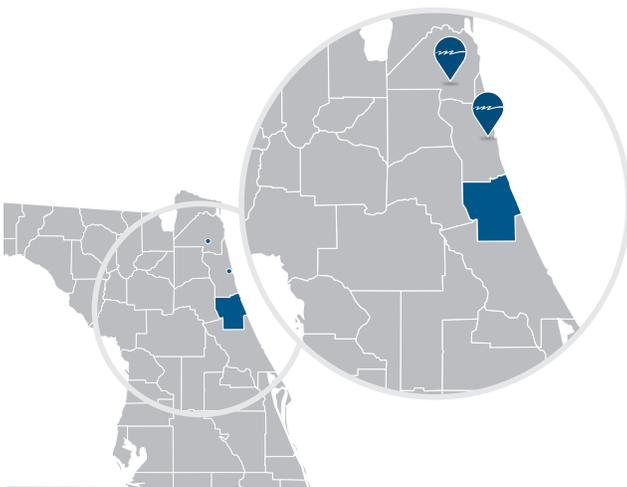
MDG is not a certified MBE. However, we are a certified Small Business (SB) and as a Disadvantaged Business Enterprise (DBE). It should also be noted that our majority stockholder and Chief Executive Officer is Keri Matthews.

WILLINGNESS & ABILITY TO MEET TIME & BUDGET REQUIREMENTS

The MDG Team commits to meeting the schedule and budget goals of the Grand Haven CDD. MDG will determine the most cost-effective solutions and time saving measures for all project improvements issued under this contract.

Our team will be led by **Alex Acree, PE**, as the Project Manager with the responsibility of managing this contract. Alex will oversee the resources needed to fulfill the requirements.

For each submittal, we establish advanced internal deadlines to allow for proper quality control of the deliverables as well as early submittals. Progress reports will be provided to the Project Manager including action items and schedule status reports. Some other measures we will apply to control the project schedule and budget include executing a detailed Project Management Plan, applying a strong QA/QC plan focused on constructibility reviews, developing a well-defined scope and updating the project cost estimate at every stage of the plans submittals, and early start on all critical issues such as public involvement, permitting and utility coordination.



MDG has a record of completing work on time and within budget. In fact, nearly everyone of MDG's projects have met these requirements. For work requiring quick turnaround, we adjust work schedules as necessary to meet our client's needs. We commit to continuing our impressive service record by providing prompt responses and the delivery of quality construction documents.

GEOGRAPHIC LOCATION

MDG's corporate office is located just north of the historic district at 7 Waldo Street in St. Augustine, Florida and will have direct responsibility for work performed under this contract.

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Our close proximity, ~31 miles, to the Grand Haven Village Center make our staff readily available to serve the needs of the Grand Haven CDD. This office location is important during permitting and construction to ensure timely responses.

RECENT, CURRENT & PROJECTED WORKLOADS

The MDG Team understands that this contract would require the commitment of the entire project team towards the accomplishment of the District's goals. This commitment is not taken lightly by our collection of professionals.

As the frequent employer of subcontractors, we rely on project team members to provide timely responses to every work order. Having performed work as a prime engineer on continuing services contracts over the years, we understand the importance of the firm's ability to provide the necessary depth of qualified staff for immediate response times, and the ability to manage multiple assignments simultaneously and effectively. Given this understanding, we commit services only to those contracts our project team can complete within negotiated and expected timelines.

Our team has the necessary personnel available now to successfully complete work order tasks within the time constraints that will be required for this contract.

With nearly 50 highly skilled professional, technical and support staff company-wide, MDG has the diversity of experienced staff capable to assist key staff members as needed to accelerate project delivery. Additionally, MDG's team has overlapping expertise to provide additional support as needed and offices.

VOLUME OF WORK PREVIOUSLY AWARDED TO CONSULTANT BY DISTRICT

MDG has not previously performed work for the Grand Haven CDD.

FINANCIAL CAPACITY

MDG is a Sub "S" Corporation, founded in June 2005 and currently in its 15th year of business. Bank and CPA reference contacts appear below. Both our Banker and CPA have vouched for our financial strength. To date, MDG has never faced legal proceedings of any kind for failing to meet or honor any of its contractual obligations.

Carrie Mickler-Gauch, Branch Manager
South State Bank, Commercial Banking
900 SR 16, St Augustine, FL 32084
904-209-0078

Tyler Tebault, CPA
Clukey & Tebault
201 Owens Avenue, Unit A, St. Augustine, FL 32080
904-679-3119

FIRM LICENSURE & PREQUALIFICATIONS

MDG is licensed to perform professional engineering and landscape architecture in the State of Florida and is certified with the Florida Department of State as an S-Corporation. MDG is also licensed to perform work in Georgia and South Carolina for both engineering and landscape architecture. A copy of the firm's licenses, and key staff licenses, can be found at the of this section as **Exhibit A**.

FDOT Work Group Prequalifications

- » 3.1 – Minor Highway Design
- » 3.2 – Major Highway Design
- » 7.1 – Signing, Pavement Marking and Channelization
- » 10.1 – Roadway Construction Engineering Inspection
- » 13.6 – Land Planning/Engineering
- » 15 – Landscape Architect

Certifications

- » Certified Small Business (SB)
- » Unified Certification Program (UCP) Certified Disadvantage Business Enterprise (DBE)
- » Council of Landscape Architectural Registration Boards (CLARB) Certified Landscape Architect

INSURANCE

MDG carries General Liability insurance with a general aggregate limit of \$2 million and Professional Errors and Omissions insurance with an aggregate limit of \$2 million. Proof of insurance appears at the end of the additional information section as **Exhibit B**.

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

LEGAL REQUIREMENTS AND DISCLOSURE

No judicial or administrative agency or qualification board has ever investigated MDG or any of its employees. Neither MDG nor any MDG employee, including its engineers, has ever received any prior adverse decision or settlement relating to a violation of ethical standards.

MDG has not been terminated from any contract.

MDG has not defaulted on any contract or is in arrears on any contract.

MDG or any of its employees are not involved in any litigation involving work.

MDG or any of its employees have not been the subject of any governmental action of any kind.

No person or affiliate associated with this submission has ever appeared on a convicted vendor list following conviction of a public entity crime.

Further, MDG accepts its responsibility to comply with all federal, state, county, and local laws, ordinances and regulations that affect the services covered in the South Village RFQ.

QUALITY & SCHEDULE CONTROL

MDG has project management methods established to help monitor, and track each and every project. To begin, each contracted project is set up so that the project team can work efficiently and effectively. MDG utilizes Deltek to manage the budget and major milestones for each project. At any point during a project, a project manager and/or team member can look to see how much time and effort has been expended for each Phase and Task of any project. **This level of information exists for every phase of the project and allows for each project to be accurately tracked as it progresses to the typical 30%, 60%, and 90% milestones.**

In addition to the use of Deltek, MDG has created an internal tracking system that tracks where each project is (firm wide), key milestones (including QA/QC), and allows for resource allocation (firm wide) so that project schedules can be met. It is important to know that every project is tracked and every Project Manager at MDG knows where each project is, its next step, and the resources that are required to get the task/phase done. Subconsultants are managed so that the overall project schedule can be maintained, and the budget is adhered to. **This includes weekly communication and coordination on project specifics, and monthly communication regarding the budget.**

This system for project management allows MDG to control the quality of each and every deliverable. This ensures that MDG produces the highest quality of work so that projects can be efficiently permitted and constructed with an eye on cost savings. As deliverables move through the project tracking process, they are subject to a team review (originating team) and an independent review by a licensed PE who did not work on the project. **This ensures that every deliverable has gone through a minimum of two reviews.**

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

EXHIBIT A - LICENSES

2022 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT
 DOCUMENT# L18000228783
Entity Name: MATTHEWS DESIGN GROUP, LLC
Current Principal Place of Business:
 7 WALDO ST
 ST AUGUSTINE, FL 32084

FILED
Jan 03, 2022
Secretary of State
5714587872CC

Current Mailing Address:
 7 WALDO ST
 ST AUGUSTINE, FL 32084 US

FEI Number: 20-2968948 **Certificate of Status Desired:** No

Name and Address of Current Registered Agent:
 MATTHEWS, III, ROB A
 7 WALDO ST
 ST AUGUSTINE, FL 32084 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent	Date
--	------

Authorized Person(s) Detail :

Title	MGR, CEO, TREASURER, SECRETARY	Title	PRESIDENT
Name	MATTHEWS, KERI C	Name	MATTHEWS III, ROB A.
Address	7 WALDO ST	Address	7 WALDO STREET
City-State-Zip:	ST AUGUSTINE FL 32084	City-State-Zip:	ST. AUGUSTINE FL 32084

Title	DIRECTOR OF LANDSCAPE ARCHITECTURE	Title	PRESIDENT
Name	LANEHART, ERIC	Name	MATTHEWS III, ROB A.
Address	7 WALDO ST	Address	7 WALDO STREET
City-State-Zip:	ST AUGUSTINE FL 32084	City-State-Zip:	ST. AUGUSTINE FL 32084

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes, and that my name appears above, or on an attachment with all other like empowerments.

SIGNATURE: ROB A. MATTHEWS III **PRINCIPAL** **01/03/2022**

Electronic Signature of Signing Authorized Person(s) Detail	Date
---	------

Licensee

Name:	MATTHEWS DESIGN GROUP, LLC	License Number:	26535
Rank:	Registry	License Expiration Date:	
Primary Status:	Current	Original License Date:	08/22/2005

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
58425	Current, Active	MATTHEWS, ROB A III	Registry	08/22/2005	Professional Engineer	02/28/2023

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LICENSEE DETAILS

This is a business tracking record only. Click here for information on how to verify that this business is properly licensed.

Licensee Information

Name:	MATTHEWS DESIGN GROUP, LLC. (Primary Name)
Main Address:	PO BOX 3126 SAINT AUGUSTINE Florida 32085
County:	ST. JOHNS

License Information

License Type:	Landscape Architecture Business Information
Rank:	Business Info
License Number:	
Status:	Current
License Date:	04/25/2018
Expires:	

Special Qualifications

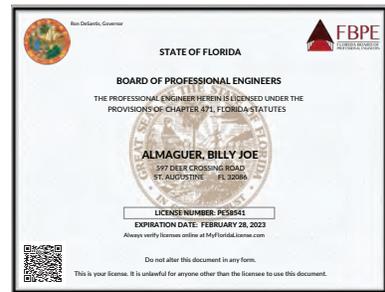
Qualification Effective	04/25/2018
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Alternate Names

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2601 Blair Stone Road, Tallahassee FL 32399 - Email: Customer Contact Center - Customer Contact Center: 850-487-1395
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 Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850-487-1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The email provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.



30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

EXHIBIT B - CERTIFICATES OF INSURANCE

 CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/17/2021				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Arthur J. Gallagher Risk Services for CoAdvantage Jeffrey Rendel 250 Tequesta Drive Tequesta, FL 33418	CONTACT NAME: PHONE (A/C, No, Ext): (866) 854-5423 FAX (A/C, No): E-MAIL ADDRESS: coi@coadvantage.com					
INSURED CoAdvantage Corporation Alt. Emp: Matthews Design Group LLC 101 Riverfront Blvd Suite 300 Bradenton, FL 34205		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : American Zurich Insurance Company 40142 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :				
COVERAGES CERTIFICATE NUMBER: 21FL090909107 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFFECT DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC 56-11-942-07	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
	Location Coverage Period:		04/01/2021	04/01/2022	Client# 21376-FL	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage is provided for only those co-employees of, but not subcontractors to: Matthews Design Group LLC 7 Waldo St St. Augustine, FL 32084						
CERTIFICATE HOLDER				CANCELLATION		
Matthews Design Group LLC 7 Waldo St St. Augustine, FL 32084				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		
© 1988-2015 ACORD CORPORATION. All rights reserved. ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD						

I. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

May 20, 2022

33. NAME AND TITLE

Rob A Matthews III, PE, President

**ARCHITECT-ENGINEER QUALIFICATIONS
PART II – GENERAL QUALIFICATIONS**

(If a firm has branch offices, complete for each specific branch office seeking work.)

1. SOLICITATION NUMBER (If any)

2a. FIRM (OR BRANCH OFFICE) NAME

Matthews Design Group, LLC

3. YEAR ESTABLISHED

2005

4. UNIQUE ENTITY IDENTIFIER

60-364-9117 (DUNS #)

2b. STREET

7 Waldo Street

5. OWNERSHIP

2c. CITY

St. Augustine

2d. STATE

FL

2e. ZIP CODE

32084

a. TYPE

Corporation S-type

6a. POINT OF CONTACT NAME AND TITLE

Rob A. Matthews III, PE, President

b. SMALL BUSINESS STATUS

SB / DBE

6b. TELEPHONE NUMBER

904.826.1334

6c. E-MAIL ADDRESS

Rob@MDGinc.com

7. NAME OF FIRM (If block 2a is a branch office)

N/A

8a. FORMER FIRM NAME(S) (If any)

8b. YEAR ESTABLISHED

8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	10		C15	Construction Management	2
08	CADD Technician	10	4	E01	Educational Facilities; Classrooms	3
12	Civil Engineer	8	4	HO7	Highways; Streets; Airfield Parking; Parking Lots	4
15	Construction Inspector	2		H11	Housing (Residential, Multifamily, Apartments; Condos)	4
39	Landscape Architect		2	L03	Landscape Architecture	1
47	Planner: Urban/Regional	2		O01	Office Buildings; Industrial Parks	2
				PO6	Planning (Site, Installation & Project)	3
				RO4	Recreation Facilities; Parks; Marinas; etc.	1
				S13	Stormwater Handling & Facilities	3
				W04	Water Supply; Treatment & Distribution	2
				Z01	Zoning; Land Use Studies	2
Total		31	10			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	6
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- | | |
|---|---|
| 1. Less than \$100,000 | 6. \$2 million to less than \$5 million |
| 2. \$100,000 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 3. \$250,000 to less than \$500,000 | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater |

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.

a. SIGNATURE



b. DATE

05/20/2022

c. NAME AND TITLE

Rob A. Matthews III, PE, President

AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF Florida **COUNTY OF** St. Johns

Before me, the undersigned authority, appeared the affiant, Rob A. Matthews III, PE and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for Matthews Design Group, LLC ("**Applicant**"), and am authorized to make this Affidavit of Acknowledgments on behalf of Applicant.

2. I assisted with the preparation of, and have reviewed, the Applicant's Qualification Statement ("**Qualification Statement**") provided in response to the Grand Haven Community Development District Request for Qualifications for Professional Engineering Services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Applicant to constitute good cause for rejection of the Qualification Statement.

3. I do hereby certify that the Applicant has submitted only a single Qualification Statement and has not, either directly or indirectly, participated in collusion relating to the submission of the Qualification Statement.

4. The Applicant agrees through submission of the Qualification Statement to honor its Qualification Statement for one hundred and twenty (120) days from the opening of the Qualification Statements, and if awarded the contract on the basis of this Qualification Statement and further negotiations with the District, to enter into and execute the contract in a form substantially similar to that included in the Selection Manual.

5. The Applicant acknowledges the receipt of the complete Selection Manual as provided by the District and as described in the Selection Manual's Table of Contents, and, to the extent that Addendums have been issued, the receipt of the following Addendum Nos.: N/A.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Submittal Deadline, the Applicant acknowledges that (i) the Applicant has read, understood, and accepted the Selection Manual; (ii) the Applicant has had an opportunity to consult with legal counsel regarding the Selection Manual; (iii) the Applicant has agreed to the terms of the Selection Manual; and (iv) the Applicant has waived any right to challenge any matter relating to the Selection Manual, including but not limited to any protest relating to the Qualification Statement notice, instructions, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Selection Manual, or any other issues or items relating to

the Selection Manual.

7. The Applicant authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the University Place Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Qualification Statement, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Applicant.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

Dated this 20 day of May, 2022.

Applicant: *Rob A. Matthews III*

By: Rob A. Matthews III, PE

Title: President

STATE OF Florida COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 20 day of May, 2022, by Rob A. Matthews III, PE of Matthews Design Group, LLC, by means of (check one) physical presence or online notarization, who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

Rachel Washington



Notary Public, State of Florida
Print Name: Rachel Washington Commission No.: HH 033959
My Commission Expires: 8/18/2024

**SWORN STATEMENT UNDER SECTION 287.133,
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to
Grand Haven Community Development District.

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for Matthews Design Group, LLC ("Applicant"), and am authorized to make this Sworn Statement on behalf of Applicant.
2. Applicant's business address is 7 Waldo Street, St. Augustine, FL 32084.
3. Applicant's Federal Employer Identification Number (FEIN) is 20-2968948.
(If the Applicant has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere"
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

"A predecessor or successor of a person convicted of a public entity crime;" or

"An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means "any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity [and includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity."
8. Based on information and belief, the statement which I have marked below is true in relation to the Applicant submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final

order.)

_____The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133, Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 20 day of May, 2022.

Applicant: *Rob A. Matthews III*

By: Rob A. Matthews III, PE

Title: President

STATE OF Florida COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 20 day of May, 2022, by Rob A. Matthews III, PE of Matthews Design Group, LLC, by means of (check one) physical presence or online notarization, who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

Rachel Washington



Notary Public, State of Florida
Print Name: Rachel Washington Commission No.: HH 033959
My Commission Expires: 8/18/2024

EXHIBIT 16

Long Term Capital Plan Survey Content Draft

Focus Area: Demographics:

1. How many years have you been a resident:
 - a. 1-5 Years
 - b. 6-10 Years
 - c. 11-15 Years
 - d. Greater than 15 Years
2. Is Grand Haven your primary residence:
 - a. Yes
 - b. No
3. What is your age group:
 - a. 18-40
 - b. 41-65
 - c. 66-80
 - d. Greater than 80
4. What type is your housing:
 - a. Condo
 - b. Stand Alone House
 - c. Townhome
5. Do you have dependents under 18 living in Grand Haven?
 - a. Yes
 - b. No

Long Term Capital Plan Survey Content Draft

Amenities: **Comments will include more space in actual survey)**

1. Are you satisfied with the number and diversity of the Amenities in our community:
 - a. Yes
 - b. No
 - c. Comment:
2. What changes would you want to existing amenities or what new amenities should be added, please list in order of importance:
 - a.
 - b.
 - c.
 - d.
 - e.
3. Does our community need to invest in a upgraded Dog Park:
 - a. Yes
 - b. No
 - c. Comments:
4. The Village Center Café is over 20 years old and in need of remodeling. Would you recommend:
 - a. A remodel to update the equipment and facilities
 - b. Minimize investment to keep this amenity operational
5. Do you feel that the walking paths, sidewalks and trails, available in Grand Haven are adequate for residents exercise needs:
 - a. Yes
 - b. Expand Trail System
 - c. Comments:
6. Would you support investigating a separate path should be added where bicycles and other personal conveyances can be used?
 - a. Yes
 - b. No
 - c. Comments

Long Term Capital Plan Survey Content Draft

Safety and Security

1. Do you believe that the Traffic Control on our streets is effective for the safety of pedestrians, cyclists, and motorized vehicles?
 - a. Yes
 - b. No, some streets should have reduced speeds
 - c. No, all speed limits should be reduced
2. Do you believe that we need more coverage, enhanced resident access capabilities, off hours street patrols, or other enhanced features:
 - a. Yes
 - b. No
 - c. Comments:
3. Our city continues to grow and there will be more activity on Colbert Lane from residential, commercial, and retail entities. Do you agree that we should take more control or ownership of the fencing and buffer area between Grand Haven and Colbert for access control, noise abatement and security purposes:
 - a. Yes, this should be explored in the future
 - b. No, current situation is adequate

Long Term Capital Plan Survey Content Draft

Landscape and Facilities:

1. Overall are you satisfied with the landscape management, appearance, and maintenance in our community:
 - a. Yes
 - b. No, increase landscape enhancements on major roads
 - c. Comments:
2. As our residents continue to suggest new activities for our facilities, do you support expanding our facilities to accommodate more clubs, meeting, workspaces:
 - a. Yes, with appropriate planning and justification
 - b. No,
3. The CDD and Amenities Staff have increased communications to the community over the last two years. Do you favor continued improvements in our ability to communicate with the residents through an interactive website to potentially expand information about ongoing projects, daily operational items, security issues, a CDD email box for interaction with the residents, etc.
 - a. Yes, this would be a good investment and add value to our community.
 - b. No
4. Currently, there are three email list that have residents contact information. Would you support including your email address in a central contact system for the community:
 - a. Yes
 - b. No

Long Term Capital Plan Survey Content Draft

Assessments and Community Finance

1. One method to assist in managing our assessment increase is through funding our major projects by securing bonds, borrowing long term money, to cover cost like the Road Repaving, Bathroom remodeling, Café Remodeling, Facilities expansion, curb and gutter repairs, etc. This approach; while increasing overall cost due to bond issuance, interest, and management costs; spreads the cost over approximately ten years; and shared by residents' current and future as the community is used. As a CDD, we can secure favorable market rates for this financing.

What is your initial impression of pursuing this alternative:

- a. Yes,
- b. No,
- c. Maybe, I need to understand the costs and benefits as a resident

EXHIBIT 17

From: [Jackie Leger](#)
To: [Jackie Leger](#)
Subject: FW: Grand Haven CDD (Pricing Information from Workshop 06/02)
Date: Tuesday, June 14, 2022 9:28:49 AM

From: John Polizzi <jpolizzi@ghcdd.com>
Sent: Saturday, June 11, 2022 10:39 AM
To: David C. McInnes <dmcinnes@dpfgmc.com>
Subject: Pricing Information from Workshop 06/02

LTCP Survey Program Costs, current estimates:

BZ Mailing Proposal:

Survey Print and Mail	\$1435.
Postage Tax Exempt (Estimated)	\$824.
Survey Reply Envelopes (No Postage)	\$212.
BZ Mailing Total:	\$2471.

Snap Survey Proposal:

Survey Creation, PM, Processing \$1250,

Variable Costs based upon Response Medium:

All Surveys thru Website(Low Cost) \$1200.

All Surveys thru Paper(High Cost) \$3770.

Additional Reporting \$TBD

Snap Survey Range of Survey Total Costs : \$2450. - \$5020. (w/o Addtl. Reporting)

Miscellaneous Costs - Mailing or other TBD

**Program Cost Range a/o May 31
Costs**

\$4921. - \$7491 plus TBD