

**MINUTES OF MEETING**

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

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Grand Haven Community Development District was held on **Thursday, May 21, 2009 at 9:30 a.m.** at the Grand Haven Room, located at Grand Haven Village Center, 2001 Waterside Parkway, Palm Coast, Florida 32137.

Present and constituting a quorum:

Peter Chiodo	<b>Board Supervisor, Chairman</b>
Charles Trautwein	<b>Board Supervisor, Vice Chairman</b>
Dennis Cross	<b>Board Supervisor, Assistant Secretary</b>
Stephen Davidson	<b>Board Supervisor, Assistant Secretary</b>
Samuel Halley	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Melissa Dobbins	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Dave Berman	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Scott Clark	<b>District Counsel, Clark &amp; Albaugh</b>
Barry Kloptosky	<b>Field/Operations Manager</b>
Howard McGaffney	<b>Amenity Center Director, AMG</b>
Roy Deary	<b>President, AMG</b> <i>(joined meeting in progress)</i>
Jim Abernathy	<b>Representative, Arcadis</b>

Audience Members

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Chiodo called the meeting to order and read the roll call.

**SECOND ORDER OF BUSINESS**

**Audience/Resident Response Report & Comments**

Ms. DeAngelis' concerns regarding tennis fees will be addressed at the May Workshop.

Mr. Benham's thank you letter was forwarded to the Board.

Mr. Pulick's concerns in the Crossings are an HOA matter.

**THIRD ORDER OF BUSINESS**

**Audience/Resident Comments for  
Non-Agenda Topics**

Mr. Anderson expressed support for metal gates at the north and south entrances.

Ms. Holland expressed concern for payment of Dancercise Instructor Diane Lansford and requested that previous payment procedure be continued.

Ms. Naworal requested the purchase of shoe cleaner at the Village Center.

**FOURTH ORDER OF BUSINESS**

**Consideration of Creekside Amenity  
Facility Policies**

Dr. Davidson reviewed these with the Board. Board makes a motion to rescind previous motion regarding the Creekside Athletic Club food and beverage policy.

On a Motion by Mr. Trautwein, seconded by Mr. Cross, with all in favor, the Board rescinds its previous motion regarding the Creekside Athletic Club food and beverage policy for Grand Haven Community Development District.

Board discussed 90 day trial policies. Board is to provide cleaning supplies. The Board decides to amend the policies as follows: Enforcement pursuant to general amenity facility policies, and Amenity Manager to report all incidents to Field/Operation Manager (Exhibit A).

On a Motion by Dr. Davidson, seconded by Mr. Cross, with all in favor, the Board approves a 90 day trial Creekside Athletic Policies as amended for Grand Haven Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of Bid Policies and  
Framework**

Supervisor Trautwein expressed concerns about the bid procedures. Dr. Davidson expressed concern about the privacy issues. Board can request vendors to exit room during discussion, but vendors are not required to exit.

A general discussion ensued regarding advertising for various projects. A resident stated that the City of Palm Coast had a negative experience from advertising all projects, and recommends pre-qualifications be included in ads if the Board chooses that route.

Mr. Lawrence, an Audience Member, inquired about the Statute 190 bid requirements. Mr. Clark responded regarding Statute 190 bid thresholds.

Mr. Clark recommends the following language be incorporated into the Bid Policies and Framework: Advertising and/or competitive solicitation applies when required by Statute 1990.033 or as directed by Board action, and Bids to be awarded on responsiveness and responsibility of vendor; cost is only a factor in the decision.

Board decides that if the minimum number of bids per the Bid Policy and Framework is not obtained, the item will come back to the Board to decide if it should be advertised. Board amended Operation and Maintenance section of the Bid Policy Guidelines (Exhibit B).

On Motion by Mr. Chiodo, seconded by Dr. Davidson, with all in favor, the Board approved the Bid Policies and Framework as amended, subject to final approval of the Board Chairman for the Grand Haven Community Development District.

*(A brief recess was taken from 10:30 a.m. to 10:40 a.m.)*

**SIXTH ORDER OF BUSINESS**

**Discussion Regarding Wild Oaks**

Supervisor Cross reviews Wild Oaks Phase 2 maintenance issues including landscape, water and power.

Mr. Berman updated the Board on the process that Florida Power and Light and the City of Palm Coast uses to distribute funds received from the District.

Mr. Clark gives the Board an update on the letter he sent out to Robert Lyons on April 20, 2009.

*(Roy Deary, President of AMG joins meeting in progress)*

Supervisor Cross reviews for the Board his seven steps regarding Wild Oaks Phase 2. These steps are: Developer has made CDD aware of ceasing payment for certain Operation and Maintenance items in Wild Oaks Phase 2; Staff to investigate invoice records for water, power and landscaping; Establish occurrence of abandonment, maintain separate billing records for Wild Oaks Phase 2; Request Mr. Clark to send out a letter to Developer's upper management; If determined that District must maintain Wild Oaks Phase 2, retain rights to collect reimbursement; Track all Wild Oaks Phase 2 expenditures including legal fees; and Possibly conduct a litigation strategy meeting with Mr. Clark.

A general discussion ensued on how to proceed in the current market conditions.

Board discussed having a general strategy with litigation as one aspect, but will discuss this in more detail at a future workshop meeting.

Dr. Davidson expressed concern about the Developer's cash position and inquires if there is a way a lien can be placed on Developer owned lands for unpaid Operation and Maintenance assessments and various other expenses. Mr. Clark states this is not possible. Mr. Cross points out that the Developer issues expand beyond Wild Oaks Phase 2.

Mr. Clark has the following comments on the preceding discussion: Board cannot conduct shade meeting until suit is filed by either party; all decisions must be made in public forum at this time. Mr. Clark recommends the following: Send letter to the Developer's upper management; and Perform cursory title search to determine what the Developer owns.

Mr. Clark states he considers the RA Scott matter to be of greater importance to the District at this time due to the monetary amounts involved and Developer's potential lack of funds for indemnity.

Mr. Clark recommends sending a letter to the City of Palm Coast regarding potential outstanding impact fees.

Mr. Clark reminds Board that the bond on the Ditch 10 weir is another potential source of funds. Mr. Clark does not recommend filing a suit if there is little to no chance of a recovery.

Mr. Clark reviews the RA Scott matter at the request of an Audience Member. Mr. Clark states that the Developer withheld approximately \$300,000.00 from contractor RA Scott. He went on to state that contractor continues to claim monies were improperly withheld. Mr. Clark further states that according to Mr. Lyons communication between RA Scott and LandMar has ceased.

An Audience Member suggests sending a letter to Duke Energy, as the parent company to Developer.

The Board inquired whether or not public funds can be expended for Wild Oaks Phase 2 Operation and Maintenance. Mr. Clark states the District can seek reimbursement for expenditures. Budget is levied against Wild Oaks Phase 2 so residents in that section are entitled to Operation and Maintenance.

On Motion by Mr. Chiodo, seconded by Mr. Cross, with all in favor, the Board approved District Counsel to send a letter to the Developer's upper management and General Counsel for Duke Energy; District Management to begin payment of the Operation and Maintenance invoices and to track Wild Oaks Phase 2 expenses including legal fees and that all further discussion on the matter go through the District Counsel for the Grand Haven Community Development District.

Mr. Laury, an Audience Member requests that the Board follow up on the on-goings at the Hampton Golf Club as this has an impact on the overall well being of the District.



**SEVENTH ORDER OF BUSINESS**

**Wild Oaks Phase 1 and 2 Landscape  
Maintenance Bids**

Mr. Kloptosky reviewed the landscape maintenance bid spreadsheet for the Board (Exhibit C). It was mentioned that the cord grass trimming and palm pruning are separate items. A general discussion about the bids ensued.

A discussion regarding the duration of the contract resulted in the following options: 10-month and then 3 year extension to ensure Wild Oaks are in the same timeframe as the rest of the District; Wild Oaks Phase 1 and 2 for two years starting June 1, 2009 and ending May 31, 2011.

Mr. Kloptosky reports favorably about all companies that submitted bids and his recommendation is Favoretta due to their price for irrigation maintenance. Ms. Laury, an Audience Member, comments that she has had a negative experience with Favoretta. The Board directed Mr. Kloptosky to contact Favoretta's references.

Mr. Lawrence, an Audience Member, commented about the duration of the contract. Board directs staff to investigate financial status of vendors. Mr. Kloptosky stated to the Board that the vendors mentioned corrective work would be needed at Wild Oaks Phase 2 and that this would be at an additional cost.

The Board discussed correcting the Landscape Scope of Service under section 5, I, a for Wild Oaks by removing the word "phosphorus" from the list of chemicals required, and in addition under section I, 5, b would reflect the fertilizer application for St Augustine turf must total 2-4 lbs. of Nitrogen and 0 lbs. of phosphorous.

The Board decided to continue this discussion to the workshop meeting on May 26, 2009 in order to get additional information on vendors.

**EIGHTH ORDER OF BUSINESS**

**District Engineer's Report**

Mr. Abernathy reviewed the Engineer's report for the Board (Exhibit D). A motion was made to approve P & S Paving agreement with clause regarding manhole requirement removed and manholes to be addressed immediately after paving if necessary.

On Motion by Dr. Davidson, seconded by Mr. Trautwein, with all in favor, the Board approved P & S Paving agreement with clause regarding manhole requirement removed and manholes to be addressed immediately after paving if necessary for the Grand Haven Community Development District.

Mr. Abernathy reported there are 59 mitered end sections in the community, and currently 17 need maintenance and one has completely collapsed. Mr. Abernathy stated the recommended repair is to backfill mitered end sections and then lay coquina or concrete rip-rap to prevent erosion. Mr. Abernathy states the current cost for this is approximately \$50,000.00.

It was mentioned that there are possible funds in the 2008 bond series if the project is deemed to be reconstruction. Mr. Cross comments that many of the Villages have not been conveyed to the District and there might be potential reimbursement funds from the Developer.

Board directs Mr. Abernathy to prioritize mitered end sections and to provide an estimate based on that prioritization.

Mr. Abernathy went on to report that the estimate to seal/stripe the Village Center parking lot is roughly \$6,000.00 to \$7,000.00 (Exhibit F).

Mr. Abernathy updated the Board on the horizontally unstable footbridge. Mr. Abernathy explained that the footbridge was installed with 4" x 6" pilings rather than the typical marine grade 8" - 12" round pilings. He went on to state that there is a question on the depth of the pilings. Board directs Mr. Abernathy to provide a recommendation.

**NINTH ORDER OF BUSINESS**

**Consideration of The Annual Audit Report for period ending September 30, 2008**

Mr. Berman reviewed the Annual Audit Report for the Board and commented about the Auditor's Opinion, Financial Statements, and the notes to the Financial Statements, Report on Internal Control, and the Management Letter. All items were found to be acceptable. Audit of Financial Statements for the period ending September 30, 2008 was found to be a clean audit.

The Board had questions regarding page 7, under Maintenance & Operation Expenses, and on page 20 under Note 11, Litigation. There were questions regarding the SBA account. Mr. Berman reported funds are being released on a regular basis.

Board decided to table this item to the next meeting pending additional information.

*(A brief recess was taken from 12:50 p.m. to 1:00 p.m.)*

**TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2009-03, Approving a Proposed Budget for Fiscal Year 2009/2010**

Mr. Berman updated the Board on various items on the proposed budget including estimates for health insurance for the District Employees and the Agent of Record for competitive insurance quotes.

The Board directed staff to submit multiple Agent of Record letters to insurance carrier in order to obtain competitive bids. Mr. Clark recommends language to the effect of non-exclusivity for Agent of Record.

A discussion regarding propane services ensued.

Mr. Clark recommends terminating Suburban Propane agreement and to enter into an agreement with Amerigas.

On Motion by Mr. Chiodo, seconded by Dr. Davidson, with all in favor, the Board approved terminating Suburban Propane agreement and entering into an agreement with Amerigas for propane services for the Grand Haven Community Development District.

Mr. Cross reviews overhead projections regarding revenue and tax collector fees.

On Motion by Dr. Davidson, seconded by Mr. Chiodo, with all in favor, the Board approved to notice landowners at a not to exceed \$100.00 increase or a \$1,400.00 a year per landowner for Operation and Maintenance for the Grand Haven Community Development District.

The Board request that additional language be in public notices to the effect that the Board will make every effort to keep increase of assessments below the \$100.00 maximum.

On Motion by Mr. Chiodo, seconded by Dr. Davidson, with all in favor, the Board approved Resolution 2009-03, Approving Proposed Budget and Setting the Date, Time and Location of Public Hearing for August 20, 2009 at 5:00 p.m. at the Grand Haven Room, Grand Haven Village Center, located at 2001 Waterside Parkway, Palm Coast, Florida 32137 for the Grand Haven Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2009-04,  
District Extending the Terms of Office of  
the Supervisors to Comply with Chapter  
190.006(3)(C)**

Mr. Clark reviews his memorandum regarding elections (Exhibit G). Per District Counsel's findings, current Supervisor's terms must be extended one year to be in accordance with statutes for elections.

On Motion by Mr. Cross, seconded by Mr. Trautwein, with all in favor, the Board approved Resolution 2009-04, District Extending the Terms of Office of the Supervisors to Comply with Chapter 190.006(3)(C) for the Grand Haven Community Development District.

**TWELEVETH ORDER OF BUSINESS**

**Consideration of the Minutes from the Board of Supervisors' Meeting held on April 16, 2009 and the Minutes from the Workshop Meeting held on April 28, 2009**

On a Motion by Dr. Davidson, seconded by Mr. Chiodo, with all in favor, the Board approved the Minutes from the Board of Supervisors' Meeting on April 16, 2009 and the Minutes from the Workshop Meeting held on April 28, 2009 for Grand Haven Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Consideration of Operation and Maintenance Expenditures for May 2009**

The Board had questions concerning the submission of Austin Outdoor invoices.

On a Motion by Mr. Cross, seconded by Mr. Trautwein, with all in favor, the Board approved the Operation and Maintenance Expenditures for May 2009 totaling \$159,573.39 for Grand Haven Community Development District.

**FOURTEENTH ORDER OF BUSINESS**

**Consideration of Special Assessment Bonds, Series 2004B, Requisition #166-#167**

On a Motion by Mr. Trautwein, seconded by Mr. Cross, with all in favor, the Board ratified the Special Assessment Bonds, Series 2004B, Requisition #166 made payable to Clark & Albaugh, LLP in the amount of \$164.50 and Requisition #167 made payable to Grand Haven CDD in the amount of \$1,965.00 for Grand Haven Community Development District.

**FIFTEENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Field/Operations Manager's Report**

Mr. Kloptosky reviewed his report for the Board (Exhibit H).

The Board discussed the job description and duties for the Maintenance Worker III.

Mr. Kloptosky updated the Board on the status with Solar Fit and his concerns regarding the addendums and the fastening methods to be utilized. The Board requests that Solar Fit attend another workshop meeting to clarify the installation process. Board tabled this item for a future workshop meeting that Solar Fit could attend.

An Audience Member inquired about the grass on the south end of the tennis court. Mr. Kloptosky stated he would look into corrective measure for this problem.

A general discussion ensued regarding the sidewalk repair/replacement by way of grinding, lifting or setting new concrete.

**B. Amenity Center Manager**

Mr. Deary presented a bar graph of café sales from January 2008 to April 2009 for the Board (Exhibit I)

Mr. McGaffney informs the Board that the Memorial Day Carnival has been cancelled due to the weather. Mr. McGaffney stated he is looking to re-schedule this event in June.

Mr. Deary reported to the Board about some loss of clay due to poor weather.

Mr. Cross requested AMG to work on the youth oriented programs for the community.

**C. District Manager**

Mr. Berman provided the Board with the updated capital expenditure and 2008 Bond figures.

On a Motion by Dr. Davidson, seconded by Mr. Trautwein, with all in favor, the Board approved a long range capital ad hoc fact finding group to consist of Judy Hackstaff, George Sparks, Gerry Crowley, Jean Cronin, Sharon Downes, and Tom Lawrence for Grand Haven Community Development District.

**D. District Counsel's Report**

Mr. Clark reported he has sent requests for management services to four District management firms with the proposals being due to his office by June 30, 2009.

**SIXTEENTH ORDER OF BUSINESS**

**Supervisor Requests & Updates**

Mr. Cross requested updates on Requisition #151 status and would like to see a \$7,200.00 credit from Arcadis or an adjustment to the 2004B bond account.

Mr. Halley asked to review his previous questions regarding the bid specs for Wild Oaks Phase 2, the lock boxes on thermostats, task log for Maintenance Worker III, the A/C preventive maintenance, and the community painting.

Mr. Cross presented information on tax certificate sales. A discussion ensued regarding direct billing.

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**

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Dr. Davidson updated the Board on the pond project and the wildfire mitigation.

Mr. Halley recommends leaving the exit gates at main entrance open during the day to conserve electricity and minimize wear and tear on the equipment.

On a Motion by Mr. Halley, seconded by Mr. Chiodo, with all in favor, the Board approved leaving the exit gates at the main entrance open from 6:00 a.m. to 6:00 p.m. for Grand Haven Community Development District.

**SEVENTEENTH ORDER OF BUSINESS**

**Continued**

On a Motion by Dr. Davidson, seconded by Mr. Halley, with all in favor, the Board continued the meeting at 4:15 p.m. to May 26, 2009 at 10:00 a.m. to be held at the Grand Haven Room, Grand Haven Village Center, located at 2001 Waterside Parkway, Palm Coast, Florida 32137 for Grand Haven Community Development District.



Secretary/ Assistant Secretary



Chairman/Vice Chairman

# **Exhibit A**



**CREEKSIDE ATHLETIC CLUB  
90-DAY TRIAL POLICIES**

- Food and beverages in non-breakable containers permitted inside and out of Creekside Athletic Club.
- All groups/parties are responsible for clean-up of food and beverage and returning the space to a clean state.
- Monitoring will be performed by AMG Facilitators after use of space.
- Violations of clean state will immediately be reported by Facilitator to Amenity Manager.
- Amenity Manager will report all incidents to Field Operations Manager.
- Amenity Manager will record the violation and issue one written and/or verbal warning to the offending group/party.
- A second violation reported by the Facilitator to the Amenity Manager will result in the written and/or verbal suspension of the offending group/party's food and beverage privilege. Suspension will be issued by Amenity Manager.
- Any violation of a food and beverage suspension will immediately result in suspension of the offending group/party's privilege to utilize the space. Suspension to be issued by Amenity Manager.
- Any appeal of the suspension must be made to the CDD Board of Supervisors during a regularly scheduled monthly meeting.
- Enforcement of these policies will be pursuant to the previously adopted general amenity facility policies.

# **Exhibit B**

## GRAND HAVEN CDD BID POLICY GUIDELINES

### CAPITAL

Greater than \$1,000 = minimum 2 bids

Greater than \$3,000 = minimum 2 bids and DM approval

Greater than \$5,000 = minimum 3 bids and BOS approval

### OPERATION & MAINTENANCE

Less than \$5,000 = minimum 2 bids at Field/Ops Manager discretion

\$5,000 - \$15,000 = minimum 3 bids and DM approval

Greater than \$15,000 = minimum 3 bids and BOS approval, or emergency approval by Chairman (or BOS emergency meeting)

#### Notes:

- Advertising and/or competitive solicitation applies when required by Florida Statute 190.033 or as directed by the Board of Supervisors.
- Bids to be awarded based upon responsiveness and reasonableness of vendors' submission; cost is only a single factor in the decision.

# **Exhibit C**

## WILD OAKS LANDSCAPING MAINTENANCE ESTIMATES

COMPANY	PHASE 1 MONTHLY COST	PHASE 1 YEARLY COST	IRRIGATION RATE	PHASE 2 MONTHLY COST	PHASE 2 YEARLY COST	PHASE 1 & PHASE 2 MONTHLY TOTALS	PHASE 1 & PHASE 2 YEARLY TOTALS
TOTAL LANDSCAPE MANAGEMENT	\$4,750.00	\$57,000.00	\$25.00 per man hour	\$1,025.00	\$12,300.00	\$5,775.00	\$69,300.00
AUSTIN OUTDOOR	\$4,121.00	\$49,452.00	\$45 per man hour	\$1,245.00	\$14,940.00	\$5,366.00	\$64,392.00
FAVORETTA	\$4,500.00	\$54,000.00	\$25.00 per man hour	\$800.00	\$9,600.00	\$5,300.00	\$63,600.00
CORNERSTONE	\$3,845.00	\$46,140.00	\$55 Tech per hour, \$35 Helper per hour	\$1,041.00	\$12,492.00	\$4,886.00	\$58,632.00

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**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL LANDSCAPE MAINTENANCE SPECIFICATIONS**

**WILD OAKS- PHASE 1 & PHASE 2**

**I. LANDSCAPE MAINTENANCE PROGRAM**

**A. Turf grass Specifications**

1. Mowing

- a. Frequency is determined by the type of turf being serviced and mowing will be adjusted to coincide with the dramatically different growth rates of the seasons, with the objective of maintaining a consistent, healthy appearance of the turf. Scheduled cuts missed due to inclement weather will be made up as soon as possible.
  - **St. Augustine Turf** will be cut up to forty-four (44) times per year with a rotary type mower.
  - **Bahia Turf** will be cut up to twenty-one (21) times per year with a rotary type mower.
- b. Mower blades will be kept sharp at all times to prevent the tearing of grass blades.
- c. Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- d. Various mowing patterns will be employed to insure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- e. Turf will be cut to a desirable height with no more than 1/3 of leaf blade removed during each mowing. This practice enhances good health and vigor of the turf.
  - **St. Augustine Turf** will be cut to a mowing height of 4 inches.
  - **Bahia Turf** will be cut to a mowing height of 3 ½ to 4 ½ inches.

2. Edging

- a. **Contractor** will neatly edge and trim around all plant beds, curbs, streets, trees, and buildings, etc. to maintain the shape and configuration of all planting beds.
- b. Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris.
- c. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- d. All grass runners will be removed after edging to maintain mulch areas free of weeds or encroaching grass.
- e. "Hard edging" and clean up will be performed in conjunction with each turf mowing.

3. Trimming

- a. Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.
- b. "Soft edging" and clean up of bed edges will be performed in conjunction with every other turf mowing.
- c. "String trimming" will be performed in conjunction with every turf mowing.

4. Debris Removal

- a. Prior to mowing, each area will be patrolled for trash and other debris to clean area and reduce risk of flying debris. This excludes areas of excessive trash around dumpsters, dock areas (e.g. Styrofoam peanuts) and construction sites.
- b. Removal of all landscape debris generated on the property during landscape maintenance is the sole responsibility of the **Contractor**, at no additional expense to **Client**.
- c. Care will be taken not to blow grass clippings and the debris into storm drain inlets in street gutter or storm water retention ponds (lakes).

5. Fertilizer

- a. Turf will be fertilized using a premium turf fertilizer containing minor elements. Various ratios of Nitrogen, ~~Phosphorus~~, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions. Fertilizing schedule will be as follows:

- **St. Augustine Turf** will be fertilized four (4) times per year.

The fertilizer applications for St. Augustine turf must total ~~no less than 4~~<sup>2-4</sup> lbs. of Nitrogen and ~~10~~<sup>Ø</sup> lbs. of ~~phosphorus~~<sup>phosphorus</sup> per 1000 square feet annually. The fertilizer applications for Bermuda 419 must total no less than 7 lbs. of Nitrogen and 14 lbs. of ~~phosphorus~~<sup>phosphorus</sup> per 1000 square feet annually. The fertilizer application for Bermuda Tifdwarf must total no less than 12 lbs. of Nitrogen and 24 lbs. of ~~phosphorus~~<sup>phosphorus</sup> per 1000 square feet annually.

- c. The fertilizer source will consist of 50% SCU (slow-release).
- d. Two of the above referenced fertilizer applications will be performed in October/November and January/February which will specifically target the adjustment of existing soil conditions as indicated by the results of soil testing.
- e. All sidewalks, roads, curbs, and patios will be swept clean of any granular fertilizer after application to minimize staining.
6. Insect, Disease and Weed Control

- a. Treatment of turf areas for turf damaging insect infestation or disease and weed control will be the responsibility of **Contractor**.
- b. All products will be applied as directed by manufacturer and all state and federal regulations will be strictly followed.
- c. **Contractor** must possess an active certified Pest Control License or employ a chemical applicator subcontractor who possesses an active certified pest control license issued through the Florida Department of Agriculture and Consumer Services. Only trained applicators will apply agricultural chemicals.
- d. A pre-emergent herbicide will be applied to the turf two (2) times per year for weed control.
- e. Annual applications of insecticide will be applied for control of chinch bugs and other insects detrimental to turf; 3 follow up spot treatments for control of chinch bugs.
- f. Reuse water may not be used for fertilizer & pesticide mixes.

**B. Plant Material**

1. Shrubs

- a. All pruning and thinning will be performed up to eight (8) times per year to retain the intended shape and function of the plant material, using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope from bottom to top, which allows for proper fullness of foliage at all levels of plant material.
- b. All Cordgrass shall be pruned off curbs, sidewalks, and turf on a monthly basis throughout the community.
- c. Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- d. Any plant material obstructing pedestrian or automobile traffic, and damaged plants, will be pruned as needed.
- e. **Contractor** assumes no liability for consequential or inconsequential damages arising from plant obstructions, provided such obstructions are not a result of **Contractor's** negligence.
- f. Clippings are to be removed by **Contractor** following pruning.

2. Tree Maintenance

- a. Small Trees (up to 10 feet in height) will be trimmed and shaped, including removal of interior sucker branches and dead wood once per year.
- Tree Form Ligustrum will require sucker removal no less than twelve (12) times per year.
  - Crape myrtles will be pruned prior to the emergence of spring growth to promote vigorous blooming and maintain desired shape and size. Branches will be individually trimmed back.



- Oleanders behind signage and mailboxes will be reduced in height once per year taking care to leave alternating branches varying in height from three feet to six feet.
  - b. Medium Trees (10 to 20 feet) - will be cleared of sprouts from trunk two (2) times per year. "Lifting" of limbs up to 10 feet above the ground is included. *Tree work over 10 feet is not included within this agreement. Work can be provided as a separate service.*
  - c. All work on Palm Trees will be done as specified in the individual bid section by the winning bidder.
  - d. **Contractor** will maintain staking and guying of new trees.
  - e. All pruning debris (limbs, branches and clipping from shrubbery) will be put through a chipping machine and used as mulch in the natural areas, such as spartina beds
3. Edging and Trimming
- a. Groundcovers will be confined to plant bed areas by manual or chemical means, as environmental conditions permit.
  - b. "Weed eating" type edging will not be used around trees.
4. Insect, Disease and Weed Control
- a. Plants will be treated chemically as required to effectively control insect infestation and disease as environmental and horticultural conditions permit. In the case of extraordinary diseases or pests that do not respond to standard chemical treatments (such as Asian Scale [*cycad aulacaspis scale*] infestations on Sago Palms), **Contractor** will consult with the client and offer suggestions regarding best course of action.
  - b. Open ground in plant beds and hard surfaces will be treated weekly by manual or chemical means to control weed pressure, as environmental, horticultural and weather conditions permit.
    - A pre-emergent herbicide will be applied to open ground in plant beds two (2) times per year to improve weed control. In addition, all Cordgrass common areas will include two (2) pre-emergent and two (2) post-emergent weed control applications. All Cordgrass beds will be weeded once per month.
  - c. **Contractor** will maintain an application log and have MSDS sheets available for each product used on the **Client's** property.
5. Fertilization
- a. Shrubs and ground cover will be fertilized three (3) times per year utilizing a product specifically formulated for ornamental plants and containing a balanced minor nutrient package. The Nitrogen source will typically consist of 100% slow-release product. Fertilization typically occurs evenly throughout the growing season, according to environmental conditions.
  - b. Cordgrass shall be fertilized one (1) time per year utilizing a balanced fertilizer at recommended rates.
  - c. Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to the size of the trees:
    - **Standard Palms** (including Washington and Sabal Palms) will not be fertilized.
    - **Specialty Palms** (including Medjool and Canary Palms) will be fertilized four (4) times per year using a product specifically formulated for palms with 100% slow-release at 1 lbs. of per tree.
    - **Canopy Trees** (including Oaks) will be fertilized one (1) time per year at a rate of 2 lb. of product per tree.
  - d. Soil testing of ornamental bed areas will be performed one (1) time per year to evaluate pH and nutrient content and submitted to client.
  - e. No fertilizer will be applied after September 30 of each year.

### C. Irrigation

1. A **Contractor** technician will inspect the performance of the **Client's** sprinkler system two (2) times per month. This inspection will include sprinkler heads, timer mechanism, and each zone. In addition the system will be inspected visually for hot spots and line breaks with each additional visit to the property. Twice a month an irrigation inspection report will be turned in to the designated CDD representative. This report shall include quantities of heads replaced due to normal wear and tear, as well as heads replaced due to mowing/pruning operations.
2. All batteries for battery-operated valves shall be replaced throughout the year as needed.
3. Irrigation rotors and spray nozzles will be kept free of grass and unobstructed by other plant material to ensure proper performance.
4. Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
5. **Contractor** will promptly inform the client of any system malfunction or deficiencies.
6. Repairs for items such as head replacement, broken lines, or timers will be performed upon client's approval and billed accordingly. Any damage caused by **Contractor** personnel shall be repaired promptly at no cost to **Client**.
  - In the event that a problem arises to the system that could result in additional damage occurring or threat to safety, **Contractor** will immediately make the necessary repairs and then contact the client.
7. The community water source is reclaimed water that creates high build up of bi-carbonates and sodium during dry conditions. N-Control, or similar product, is required on a quarterly basis to break down bi-carbonate and sodium build up. Treatment is currently provided by the C.D.D. If the C.D.D. discontinues treatment, an alternative will be provided by the **Contractor** at an additional cost under a separate agreement.
8. Water from irrigation system shall be tested two (2) times per year to assure proper fertilization programs and pH adjustment programs are in place and submitted to client.
9. Irrigation schedules shall be provided to the designated C.D.D. representative, and must comply with current regulations and restrictions.

### D. Mulching

1. Mulch will be replaced to a depth of 2 to 3 inches one (1) time per year in March or April. If appearance needs to be freshened between replenishments, this can be accomplished with a simple light raking.

### E. Annuals

1. Annuals will be changed three (3) times per year. Fungicides and insecticides will be applied as needed to maintain healthy planting beds.
2. All beds are to be roto-tilled.
3. Annual soil mix will be replenished one (1) time per year. One cubic yard of annual soil mix will be added for every 275 square feet of annuals.
4. **Contractor** will mix mycorrhizal fungi and an approved annual flower mix fertilizer in the soil material while roto-tilling prior to installing new flowers.
5. Fertilization – all annuals will be fertilized at time of installation using a balanced controlled release fertilizer at the label rate. Periodically, as weather and conditions dictate, this will be supplemented with a soluble liquid fertilizer to enhance flowering and plant vigor.

## F. General Clean-up

1. General site detailing will be performed as follows:
  - a. All landscape beds and hard surfaces will be manually and/or chemically controlled for weeds on a weekly basis to create a weed free appearance.
  - b. Landscaped areas will be policed during regular weekly visits fifty-two (52) times per year to remove trash, limbs, and foreign objects, as well as to perform general clean-up.
  - c. Hardscapes will be treated for crack weeds fifty-two (52) times per year. Blowing and/or vacuuming of debris will be performed in those areas adjacent to routinely serviced landscaped areas, including walks, common areas, etc. in conjunction with mowing operations.

## G. Grand Haven Special Services

1. Natural Areas – The visible areas (within 5 feet of existing bed lines) of natural vegetation, as designated on the site map, shall be kept free of dead branches or unsightly weeds, litter and vines that detract from the appearance of the landscape. Particular attention will be given to invasive grape vines through manual and/or chemical means. All trimming debris will be removed from premises.
2. Road shoulder and lake bank areas of Bahia, as designated on the site map, shall be mowed two (2) times per month March through November, and one (1) time per month December through February.
3. The coquina path through the community will be weeded two times per month April through September and once a month October through March for a total of eighteen (18) times per year. The path will be cleared of debris and raked on a monthly basis. In addition, obstructions encroaching into the path area up to an eight foot height will be removed/ cleared. Approximately two to three feet on either side of the path will be string trimmed to provide a neat and cleaned appearance. Spartina will be “skirted” or pruned off of path at the same frequency as mentioned above, but will not be cut back.

## II.

### ADDITIONAL SERVICES

- H. Contractor** will provide routine services (such as irrigation repair and plant material replacement), special services and/or landscape enhancements over and above the Contract Specifications with written approval from an authorized management representative of the **Grand Haven CDD**.

Materials are additional, according to the standard **Contractor** material price schedule that is in effect at any given time. Contractor will charge the **Grand Haven CDD** prices for materials that are no higher than contractor charges any of its other customers.

## III.

### PERSONNEL

- a. **Contractor** must employ an Operations Manager who holds a college degree in horticulture or equivalent work experience to oversee the onsite manager(s) and landscape personnel. The operations manager must do a site inspection every week.
- b. **Contractor** will provide all labor, transportation and supervision necessary to perform the work described herein.
- c. Landscape service personnel will wear clean uniforms of consistent design and color, in order to convey a professional and identifiable appearance while onsite.
- d. Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- e. Personnel will be licensed for all applicable maintenance functions, including any pesticide applications, as required by law.
- f. **Contractor** recognizes that its personnel are perceived as representatives of the **Grand Haven CDD** while on the **Grand Haven CDD's** property and, as such, will conduct themselves in an efficient, well-mannered, well-groomed and workmanlike manner at all times.

- g. Any damage caused by **Contractor** personnel shall be repaired promptly at no cost to **Grand Haven CDD**.
- h. **Contractor** has the right to utilize qualified subcontractors at any time during this contract period for palm pruning, sod replacement, and mulch installation.
- i. All work performed by **Contractor** will be coordinated with the **Grand Haven CDD** to minimize disruption and to maximize safety to people and vehicular traffic on the property.

#### IV. **CONTRACTOR'S VEHICLES AND EQUIPMENT**

- a. **Contractor** service vehicles must be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- b. All **Contractor** vehicles must operate in a safe and courteous manner while on **Grand Haven CDD's** property. Pedestrians have the right-of-way, and service vehicles are expected to yield.
- c. All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- d. Tools and equipment must be properly suited for their purpose and used in a safe manner utilizing the appropriate safety gear when necessary.
- e. **Contractor** vehicles must be equipped with flashers and/or traffic cones and these devices must be utilized when vehicles are parked on roadways.

#### V. **ADDITIONAL PROVISIONS**

- a. Landscape inspections will be conducted weekly followed by a monthly written report by an authorized **Contractor** representative. **Contractor** will document and correct any landscape maintenance deficiencies that are identified within one week, or provide a status update for work requiring a longer period to accomplish.
- b. **Contractor** will provide the **Grand Haven CDD** with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.
- c. **Contractor** and **Grand Haven CDD** agree that **Contractor** is an independent contractor and, as such, shall assume liability for its own withholding taxes, social security taxes, unemployment taxes, licenses and insurance pertaining to its employees or operations.
- d. **Contractor** agrees to secure and maintain in effect at all times, at its own expense, general liability, automobile, and workers compensation insurance. **Contractor** will provide an insurance certificate as proof to **Grand Haven CDD** of such liability insurance with limits of not less than \$2,000,000, with workers compensation coverage as required under the laws of the State of Florida and 10 day cancellation clause to the CDD.
- e. **Contractor** shall maintain applicable licenses and permits within the cities, counties and states of operation.
- f. **Contractor** will be proactive in identifying any landscape site conditions that affect long-term plant health and vigor and will advise **Grand Haven CDD** accordingly. **Contractor** will be responsible for replacement of plant material that dies as a direct and identifiable result of improper maintenance practices. The Contractor is not responsible for loss or damage due to acts of God, storms, floods, hail, extreme drought where water is rationed, exceptional or untimely freeze, plague of insects, drainage of water on to, over or from the property, animals or pets, fire theft, vandalism, automobiles or trucks, or anything over which they have no control.
- g. As applicable, **Contractor** agrees to pay all sales taxes on materials supplied.

**VI. GRAND HAVEN SPECIAL PROVISIONS**

- A. The **Contractor** shall provide a Flagler County employee representative as a local emergency contact. The response time of less than four (4) hours is required for any hazardous condition as deemed by The C.D.D. or 24 hours required for any non-hazardous response.
- B. The **Contractor** will have experience maintaining residential CDD properties and/or MHOA properties with 1800 or more home sites.
- C. At the commencement of the contract, the **Contractor** shall provide an annual schedule for key items such as mowing, pruning, fertilization, irrigation inspections, etc.

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**  
**LANDSCAPE MAINTENANCE SPECIFICATIONS**  
**FOR SERVICES THAT MAY BE BID AND AWARDED SEPARATELY**

**I PALM PRUNING** Attached are count of number of palm trees and additional specs on palm tree pruning.

Sabal and Washingtonia palms must be pruned as follows:

- 1. One (1) thorough, uniform pruning of Sabal and Washingtonia palms will occur in March.
- 2. Sabal and Washingtonian Palms will be pruned to 10/2 form and all others will be pruned to 9/3 form.
- 3. During thorough pruning all dead loose bark will be removed. For trees in a grouping the lower edge of the dead bark on each tree will be raised to a uniform level for all palm trees in that grouping. Seed pods will be removed without cutting live fronds.

Contractor must remove all pruned material from site.

Provide a price per palm for one selective pruning (only brown or broken fronds and seed pods will be removed at time of pruning) on an as needed basis.

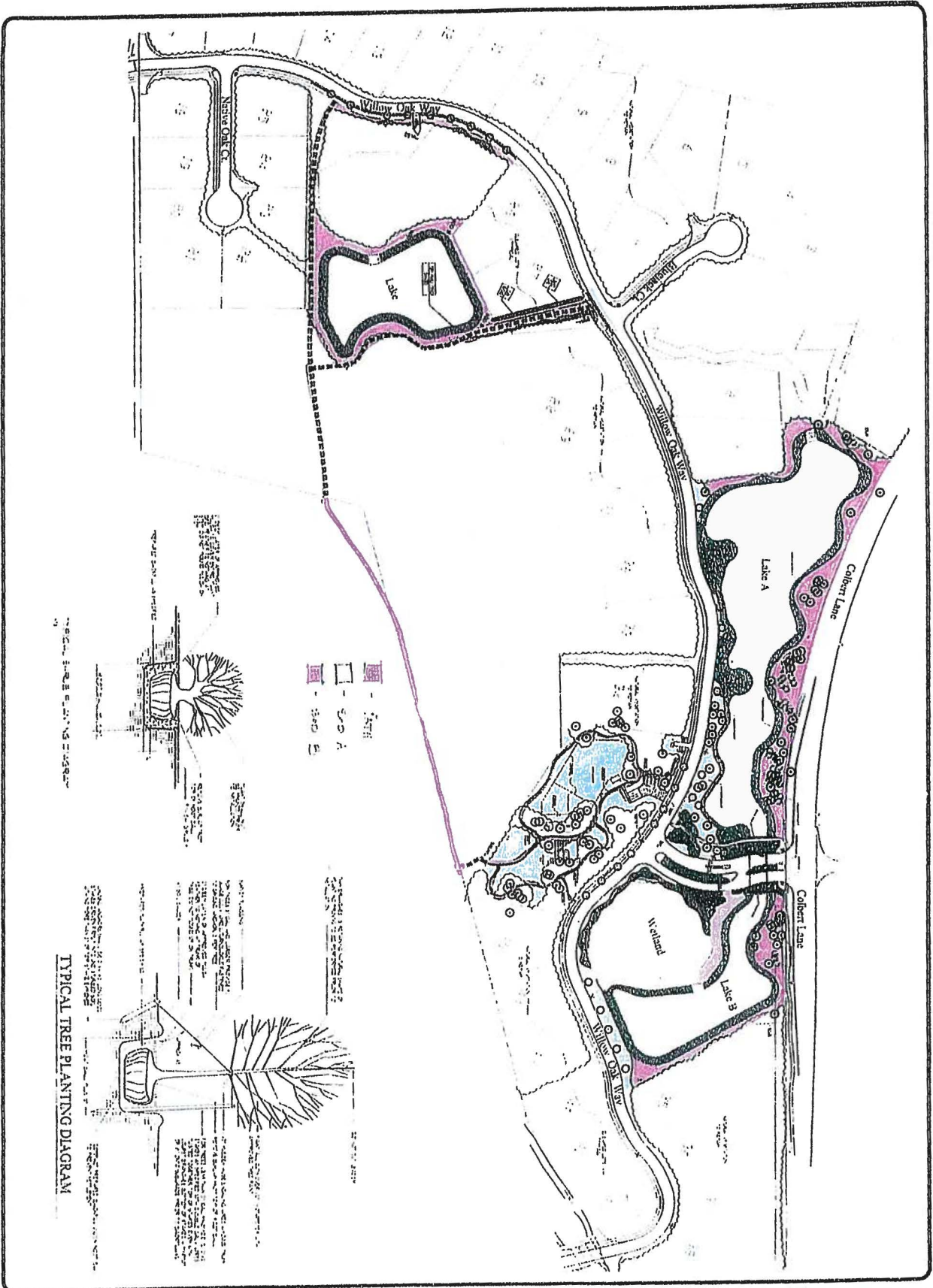
**II CORDGRASS PRUNING (Provide quote for pruning in first year and third year not in second)**

Cut back all cordgrass throughout the community to approximately eighteen inches in height. Contractor must remove all pruned material from site.

This is for cordgrass on common property adjacent to lakes only. It does not include the cordgrass along sidewalks and natural areas. This cordgrass is to be pruned by the General Landscape Maintenance Contractor.







<p>LS2</p>	<p>SCALE 1" = 100'</p>	<p>DATE: MAY 11, 2006          DRAWN BY: J. L. LINDSEY          CHECKED BY: J. L. LINDSEY          DATE: MAY 11, 2006</p>	<p>ESTATES OF GRAND HAVEN          PARCEL 505          GRAND HAVEN          PALM COAST, FLORIDA</p>	<p>Robert E. Dickinson, ASLA          10 Florida Park Drive North, Suite 11          Palm Coast, FL 32137          Phone: 386-446-8304          Fax: 386-416-8306          Email: rdickins@ecg.com</p>	<p>DCS          Landscape Architecture          Land Planning          Feasibility Studies</p>
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Wild Oaks - Phase I



# **Exhibit D**



Infrastructure, environment, buildings

## **Engineer's Report**

May 21, 2009

### **MARLIN DRIVE EXPANSION**

ARCADIS submitted a set of "courtesy review" plans to the City of Palm Coast for review and approval. ARCADIS is coordinating with the City of Palm Coast on the location of 2<sup>nd</sup> driveway in order to minimize vegetation and tree removal.

**CURRENTLY "UNDER REVIEW" STATUS UNCHANGED.**

### **WATERSIDE PARKWAY**

On April 6<sup>th</sup>, 2009 the Waterside Pkwy project was released to eight bidders (Driveway Inc, Westwind Contracting, Florida Roads, Vallencourt, RL Haines, Duval, Halifax, and SE Cline). On April 22<sup>nd</sup>, a ninth bidder was added at the request of the CDD (JAM Enterprises). To date, only two bids have been received. Both exceed the \$75,000 approved by the board. Westwind contracting returned a bid of ~\$92, 553, and Vallencourt returned \$82,330.

Additionally, as we are now over 30 days since our notification to P&S Paving putting them on hold, they do not have to honor the contract price previously bid.

### **MITERED END SECTIONS**

As an operations and maintenance issue, there were several locations throughout the community where the concrete mitered end sections, extending into the lakes, were experiencing erosion and undermining issues. Attached is a list of locations, the engineer's estimate for repair and 2 contractor's bids for the repairs.

### **VILLAGE CENTER PARKING LOT**

See attached report and recommendation.

### **WILD OAKS PHASE 2 TURNOVER ISSUE**

Currently the only outstanding items are the reconstruction of the weir (In order to ensure the weir is constructed, the City has required Landmar to post a \$134,000+/- construction bond with the City of Palm Coast. This has occurred.) and the removal of the existing footbridge. Robert Lyons is working on resolution of the turnover.

**STATUS UNCHANGED**

ARCADIS  
1 Corporate Drive  
Suite 1-B  
Palm Coast  
Florida 32137  
Tel 386.447.4993  
Fax 386.246.3787  
[www.arcadis-us.com](http://www.arcadis-us.com)

Date:  
May 11, 2009

Contact:  
Joseph Schofield P.E.

Phone:  
904-861-2898

#### **Florida License Numbers**

**Engineering**  
EB00007917

**Geology**  
GB564

**Landscape Architecture**  
LC26000269

**Surveying**  
LB7062

Imagine the result

# **Exhibit E**

**Grand Haven MES Engineer's Estimate**

			Total Cost
<b>Coquina Rip-Rap</b>	total CF	Total # tons Required	
160 SF per MES	9440	629.333	\$66,709.33
<b>Concrete</b>			
10 repairs	\$700 each		\$7,000.00
4 replacements	\$1700 ea		\$6,800.00
<b>Labor (short crew, loader, mini-backhoe)</b>			
150 hours	160/hr		\$24,000.00
			\$104,509.33
<b>Project Management/oversite</b>			
Prepare bid package, bid, project management			\$9,000.00
120 hours			
		Project cost	\$113,509.33
		Contingency @ 20%	\$22,701.87
		Total project Estimated Cost	\$136,211.20

Grand Haven MES outfalls that need repair

Lake	Coquina Rip-Rap	Repair or remove & replace MES	Pour flume down to LWM	Repair collapsed MES
13	3		2	
14	4		4	
18A	3			1
18B	6			4
19	3			3
20	1		1	
21	1			
22	1		1	
24	3			
25	4		1	
28	4		1	
29	2			
30	2			
Total number of outfalls reviewed	37		10	7
				1

Note: All reviewed outfalls need rip-rap, the 18 that need repairs are included in the 37 total  
**The golf course lake outfalls have not been reviewed yet, & will have to be added to these totals**



Denotes the MES is existing & needs rip-rap placement  
 Denotes that the MES has cracked & needs to be repaired & replaced, and rip-rap'd  
 Denotes that MES needs rip-rap in a flume down to the low water level  
 Denotes a collapsed MES that needs replacement & rip-rap

Lakes 13, 14, 18 A, 18 B, 19, 20, 21, 22, 24, 25, 28, 29, & 30 were evaluated. All other lakes were reported by Dave F. of the CDD not to need evaluation at this time

**LEGEND**  
 56 DENOTES ADDRESS  
 12 DENOTES LOT NUMBER

**GRAND HAVEN  
 MASTER PLAN**  
 PALM COAST, FLORIDA  
 December 2006

**NORTH**  
 Scale: 1" = 300'

**ARCADIS G&M, Inc.**  
 Infrastructure • Environment • Buildings  
 One Corporate Drive, Suite 110 • Palm Coast, Florida 32177  
 (386) 447-0993 • Fax: (386) 346-3787  
 F1 Certification Number: EB 7917 LC 8269 LB 7962

# PROPOSAL

## S.E. CLINE CONSTRUCTION, INC.

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

Proposal Submitted To: Jim Abernathy Date: 5/8/2009  
Company: Arcadis Engineers Phone: 904-563-5450  
Street/ P.O. Box: B# / Job Name: Grand Haven MES repair  
City/ State/ Zip Code: Palm Coast, FL 32137 Job Location: Grand Haven Subdivision  
Architect: N/A Date of Plans: N/A

WE PROPOSE hereby to furnish material and labor - complete in accordance with specifications below for the sum of:  
Forty five thousand six hundred and fifty dollars and zero cents (\$45,650.00)

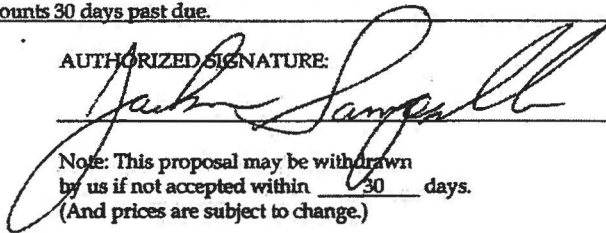
Payments to be made as follows:

Within 30 days of receipt of pay request.

Interest charge of 1 1/2 % per month (18%) annually will be charged to accounts 30 days past due.

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

AUTHORIZED SIGNATURE:

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

We hereby submit specifications and estimates for: Grand Haven MES repair  
Price - \$45,650.00

Scope of Work:

1. Repair MES with coquina rip-rap	37 ea at \$ 550.00/ea =	\$ 20,350.00
2. Remove & replace MES & install coquina rip-rap	14 ea at \$ 1,150.00/ea =	\$ 16,100.00
3. Repair MES with coquina rip-rap and flume	7 ea at \$ 900.00/ea =	\$ 6,300.00
4. Repair collapsed MES with new pipe & coquina rip-rap	1 ea at \$ 2,900.00/ea =	\$ 2,900.00
		\$ 45,650.00

Stipulations:

1. Area is to be free of obstructions prior to mobilization by contractor.
2. Contractor shall have unimpeded access to the site during the duration of the work.
3. All disturbed areas will be re-graded but not re-sodded if required.

Exclusions:

1. Any item not specifically listed above in scope of work.

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

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

SIGNATURE \_\_\_\_\_



# **Exhibit F**



DAILY REPORT OF WORK COMPLETED

PROJECT NAME: Grand Haven  
ARCADIS PROJECT NO. JK004011

CLIENT: Grand Haven CDD

DATE: 5/6/09

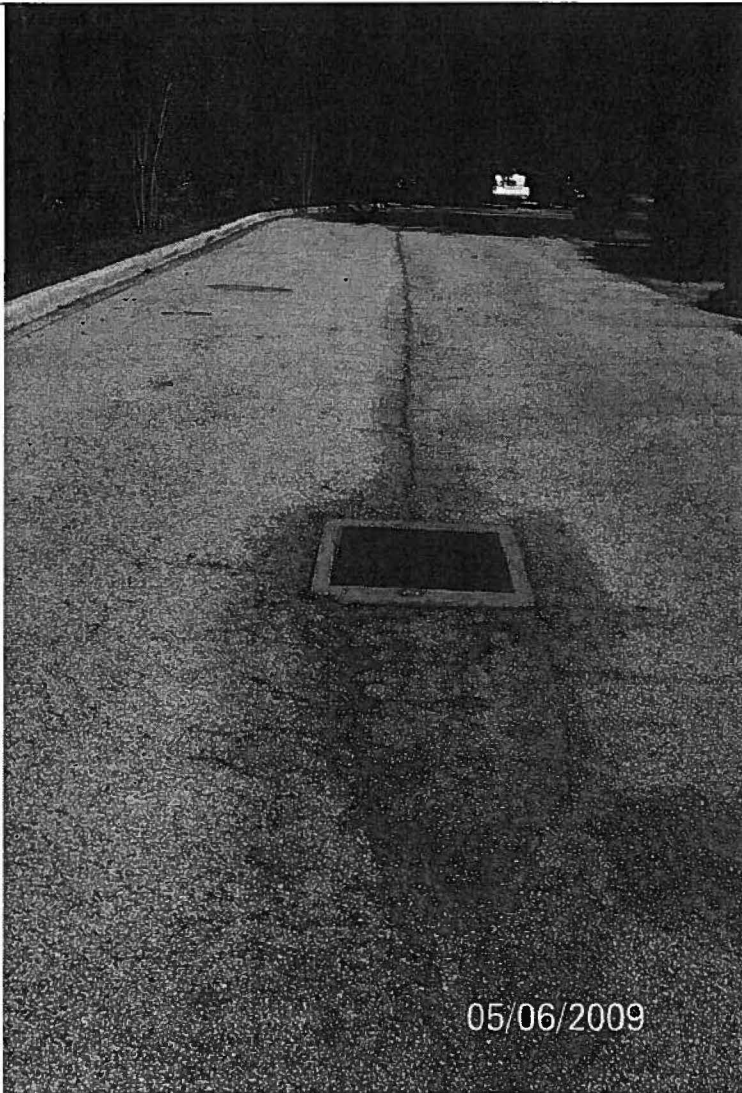
DESCRIPTION OF WORK

CONTRACTOR/SUBCONTRACTOR: None

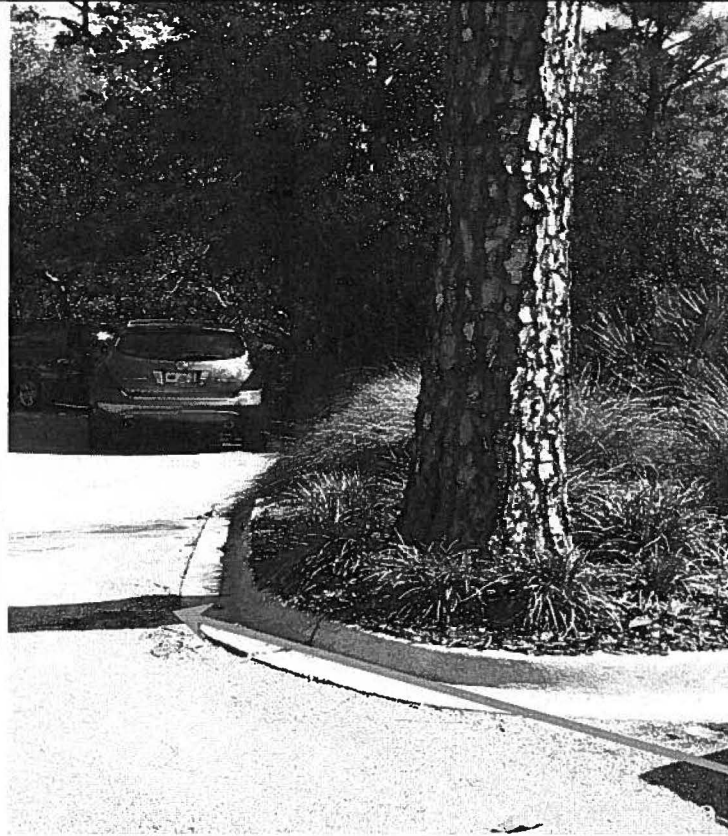
WORK ACCOMPLISHED TODAY:

Evaluated parking lot pavement & striping for Grand Haven Village Center

Parking lot displays moderate spider cracking of asphalt (picture below) and the pavement is being lifted by roots from an adjacent pine tree (picture below). Recommend either seal coating (small expenditure, but will yield only a maximum of two additional years longevity) and re-striping or; removing roots and curb in the area of the tree, re-installing the curb to the correct grade after the root removal, milling & overlaying the entire parking lot, re-striping



cracking from water intrusion



Roots from pine tree lifting

pavement & curb

During my visit I also noticed new centerline cracking of Waterside Pkwy between Birdie & Puffin. If Waterside Pkwy is repaved, this area should really be included.

Stopped by CDD office & spoke w/ Barry about Village Center, Waterside, & Marlin

Jim Abernathy  
ARCADIS REPRESENTATIVE

COPIES TO: \_\_\_\_\_  
\_\_\_\_\_

# **Exhibit G**

# M E M O R A N D U M

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**From:** Scott D. Clark, Esq.  
**To:** Grand Haven CDD Board of Supervisors  
**Date:** May 21, 2009  
**Subject:** CDD Elections for Even-numbered years

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**ISSUE:** Does Fla. Stat. §190.006(3)(c) require an adjustment of the current supervisor terms in order for elections to occur in even years.

**SHORT ANSWER:** Yes. Elections of CDD Supervisors are required to coincide with general elections in November of even years once the Supervisors are elected by qualified electors rather than landowners.

**DISCUSSION:** In 2004, there were a number of amendments to Chapter 190, Florida Statutes. One of these amendments modified the election process applicable to supervisors to include this new paragraph:

*“c. Once a district qualifies to have any of its board members elected by the qualified electors of the district, the initial and all subsequent elections by the qualified electors of the district shall be held at the general election in November. The board shall adopt a resolution if necessary to implement this requirement when the board determines the number of qualified electors as required by sub-subparagraph d., to extend or reduce the terms of current board members.”*

Another portion of this subsection provides

*“(b) Elections of board members by qualified electors held pursuant to this subsection shall be nonpartisan and shall be conducted in the manner prescribed by law for holding general elections.”*

Chapter 190 does not contain a definition of “general election, so we are required to look to other portions of the statutes to determine what is “the manner prescribed by law for holding general elections.” The Florida Statutes designate Chapters 97 through 106 as the “Florida Election Code.” In that Code, “general election is defined as follows in Fla. Stat. §97.021(14):

"General election" means an election held on the first Tuesday after the first Monday in November *in the even-numbered years*, for the purpose of filling national, state, county, *and district offices* and for voting on constitutional amendments not otherwise provided for by law.

Thus, it appears fairly clear that elections for the current board of supervisors should occur in even years. However, board elections in Grand Haven are currently slated for odd years, including this year.

This issue was previously addressed with the Flagler County Supervisor of Elections. A memorandum from counsel is attached discussing this request. The Supervisor of Elections at that time resisted the change, wanting the election to be associated with the Palm Coast elections. I have not found authority that supports the position reflected in the memorandum that a "general election" means any general election. Clearly, cities are subject to different rules and are not bound by the provisions cited above. Particularly in light of the reference in §97.021(14) to "district offices," I believe the better view is that CDD elections should be held in even years.

In conversations with the new Supervisor of Elections this year, District Management has been advised that the position on this issue has changed, citing a letter from the Florida Secretary of State. Copies of this correspondence are also enclosed.

I have reviewed this issue and, based on the authorities discussed above, am of the opinion that the Supervisor of Elections is correct. Although it is frustrating that the CDD tried to make this point with that office at the time, it appears that now this issue should be addressed. Based on this, I have prepared a resolution for the Board's consideration that corrects this problem. The statute mandates that it be corrected by either extending or shortening the terms of existing supervisors. Since compliance can now only be achieved by moving the scheduled 2009 election back to 2010, the appropriate action would be to extend existing board seats to accommodate this schedule. While this would ordinarily be an unusual action, the statute mandates it, in my opinion.

**SUMMARY:** I have provided a resolution for the Board's consideration at its May meeting which extends existing terms of Supervisors by one year in order to comply with the even-year election requirement.

## MEMORANDUM

To: Grand Haven CDD FILE

From: Colt Little

Date: May 3, 2006

Re: Discussion with Flagler County Supervisor of Elections

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On May 2, 2006, I had a telephone conversation with the Flagler County Supervisor of Elections regarding elections for the board of supervisors for the Grand Haven Community Development District. A provision of Ch 190, FS requires that a CDD hold its election in conjunction with the general elections that are held in November. GH's current election schedule provides for elections in odd numbered years, and this does not coincide with the state-wide general election that falls in even-numbered years. However, the Supervisor of Elections for Flagler County stated that she reads the statute to require only that the CDD election be held in conjunction with any general election, not just the general election held in an even-numbered year. She also informed me that the City of Palm Coast currently holds its election in odd-numbered years and the GH CDD election has been/will be held in conjunction with that "general election". When I mentioned the possibility of moving the GH CDD elections to even years to coincide with the state-wide general election, she stated that she actually preferred to hold the GH CDD elections in odd-numbered years along with the City of Palm Coast election because it was easier for her office.

**Scott D. Clark**

---

**From:** Melissa G. Dobbins [MDobbins@rizzetta.com]  
**Sent:** Tuesday, April 21, 2009 9:11 AM  
**To:** Scott Clark, District Counsel  
**Subject:** FW: Letter to MDobbins 042109

Scott,

I just received this correspondence from Kim Weeks, Supervisor of Election for Flagler County. Have you had a chance to review this issue and render an opinion?

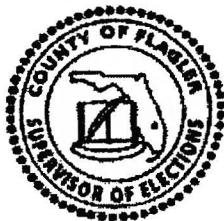
Thanks!

**Melissa Dobbins**  
**District Manager**  
Rizzetta & Company  
2806 N. 5th St., Unit 403  
St. Augustine, FL 32084  
Phone: 904-436-6270 Fax: 904-436-6277  
Email: [MDobbins@Rizzetta.com](mailto:MDobbins@Rizzetta.com)

Electronic Mail Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

---

**From:** kimblemedley@flaglerelections.com [mailto:kimblemedley@flaglerelections.com]  
**Sent:** Tuesday, April 21, 2009 9:53 AM  
**To:** Melissa G. Dobbins  
**Cc:** kweeks@flaglerelections.com  
**Subject:** Letter to MDobbins 042109



## FLAGLER COUNTY ELECTIONS OFFICE

1769 E. Moody Blvd., Bldg. 2, Suite 101  
PO Box 901  
Bunnell, Florida 32110-0901  
Phone (386) 313-4170  
Fax (386) 313-4171  
[www.flaglerelections.com](http://www.flaglerelections.com)

**Kimberle B. Weeks**  
**Supervisor of Elections**

April 21, 2009

Melissa Dobbins  
Rizzetta & Company  
2806 N. 5<sup>th</sup> Street Unit 403  
St. Augustine, FL 32084

5/12/2009



Via Email: [Mdobbins@Rizzetta.com](mailto:Mdobbins@Rizzetta.com)

RE: Grand Haven Community Development District

Dear Ms. Dobbins:

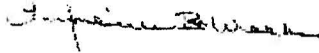
This letter serves as a follow up of our conversations with regards to the elections for Grand Haven Community Development District.

We shared our concerns with the Florida Department of State with regards to the provisions of s. 190.006(3)(a)2.c., F.S. Their office has provided us with concise clarification for this particular provision as well as 97.021, F.S.

A copy of the letter from the Florida Department of State, dated April 15, 2009, is attached for your review.

We appreciate the opportunity to provide you with this additional information. Should you have any questions, or if we may be of further assistance, please contact our office.

Sincerely,



Kimberle B. Weeks  
Flagler County Supervisor of Elections

5/12/2009



**FLORIDA DEPARTMENT OF STATE**

**CHARLIE CRIST**  
Governor

**KURT S. BROWNING**  
Secretary of State

April 15, 2009

Kimberle B. Weeks  
Flagler County Supervisor of Elections  
P. O. Box 901  
Bunnell, FL 32110-0901

Dear Ms. Weeks:

You have requested information regarding the provisions of s. 190.006(3)(a)2.c., F.S., relating to community development districts. This provision provides in part -

Once a district qualifies to have any of its board members elected by the qualified electors of the district, the initial and all subsequent elections by the qualified electors of the district shall be held at the general election in November....

You ask whether the definition of "general election" in this section is the same as that defined in s. 97.021(14), F.S., which provides that the general election is the "election held on the first Tuesday after the first Monday in November in the even-numbered years, for the purpose of filling national, state, county, and district offices and for voting on constitutional amendments not otherwise provided by law."

The Division of Elections has no authority to interpret the provisions of Florida statutes outside of the Election Code (chapters 97-106, F.S.). The appropriate state agency to obtain an interpretation of chapter 190, F.S., is the Office of the Attorney General. However, because no definition of "general election" exists in chapter 190 or in any other chapter of the Florida Statutes, except that stated in s. 97.021, F.S., we believe that the definition of "general election" in chapter 97 would apply. If so, once a community development district begins the election of its members, the elections should be held at the general election in even-numbered years. For a definitive answer to your question, an officer of Flagler County or the community development district would need to obtain an opinion from the Attorney General pursuant to s. 16.01(3), F.S.

I hope this provides you with the information you requested. If we may be of further assistance to you, please let us know.

Sincerely,

Donald L. Palmer, Director  
Division of Elections

**Division of Elections**  
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APR 15 2009 07:04 PM  
Kurt S. Browning  
Secretary of State

# **Exhibit H**

## Operations Manager's Report - Board meeting 5/20/2009

### Covered under district engineer's report

- Pond storm drain erosion
- Waterside parkway repaving project
- Village Center parking lot
- N. Waterview wooden footbridge

### Firewise project

- 3 Exit fences - vines to be removed
- Bolt cutters - **purchased**

V.C. Fitness center broken elliptical machine - **replaced**

V.C. Vinyl trash surrounds - **collecting bids to replace surround**

North Park dog park signage & Front Street esplanade signage - **completed**

### Energy Update

- Propane service-sent to District Manager for review & action
- Chandeliers V.C. meeting room - **collecting bids**
- V.C. Fitness center weather stripping - **parts ordered**

Center Park pier- Status updated - **90% completed**

North Park road fence status - **fence completed-dumping issues**

Solar Fit contract - **status update**

# **Exhibit I**

January 2008 through April 2009

\$ in 1,000's

