

**MINUTES OF MEETING  
GRAND HAVEN  
COMMUNITY DEVELOPMENT DISTRICT**

A Community Workshop of the Grand Haven Community Development District's Board of Supervisors was held on **Thursday, March 6, 2014 at 10:00 a.m.**, at the **Grand Haven Village Center, Grand Haven Room, 2001 Waterside Parkway, Palm Coast, Florida 32137.**

**Present at the meeting were:**

Dr. Stephen Davidson	Chair
Peter Chiodo	Vice Chair
Marie Gaeta	Assistant Secretary
Tom Lawrence	Assistant Secretary
Ray Smith	Assistant Secretary

**Also present were:**

Craig Wrathell	District Manager
Howard McGaffney	Wrathell, Hunt and Associates, LLC
Rick Woodville	Wrathell, Hunt and Associates, LLC
Scott Clark ( <i>via telephone</i> )	District Counsel
Barry Kloptosky	Field Operations Manager
Jeff Kilpatrick	Maintenance Supervisor
Ashley Higgins	CDD Office Staff
Robert Ross	Amenity Management Group (AMG)
Roy Deary ( <i>via telephone</i> )	Amenity Management Group (AMG)
Dale Davis	PBM Constructors, Inc.
Al Lo Monaco	Resident
Gary Noble	Resident
Chip Howden	Resident
Rob Carlton	Resident
Pat Maloney	Resident
Charlie Greer	Resident
Ron Merlo	Resident
Lisa Mrakovcic	Resident
Frank Benham	Resident
David Alfin	Resident
Carol Oliver	Resident

**FIRST ORDER OF BUSINESS**

**CALL TO ORDER/ROLL CALL**

Mr. Wrathell called the workshop to order at 10:00 a.m., and noted, for the record, that all Supervisors were present, in person.

**SECOND ORDER OF BUSINESS**

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited at the beginning of the Continued Meeting.

**THIRD ORDER OF BUSINESS**

**UPDATES: District Counsel**

**A. Marlin Drive Pump House Repairs & Maintenance**

**i. Unresolved Legal Issues**

Mr. Clark discussed events, since the last meeting, including an attempt by Escalante Golf's (Escalante) legal counsel to contact himself and/or Board Members to confirm that the District approved proceeding with the work. He reminded Escalante that the Board took no official action. Mr. Clark voiced his opinion that the issues of which party will complete the repair work and which will be responsible for ongoing maintenance, remain pending. He recalled that Escalante previously indicated that they would be responsible for all maintenance; however, the agreement received allows the District to be responsible for all maintenance and assume total liability for the pump house. Mr. Clark explained that Escalante is willing to turn over all maintenance to the District and pay its portion of the costs, pending approval of the proposed costs, submitted by the District. He suggested that the District needs to go more in the direction of the original draft agreement, with a modification to which party performs the various maintenance responsibilities, such as having Escalante perform day-to-day maintenance, along with the fertigation part of it.

**ii. District Oversight of Project**

Supervisor Chiodo felt that the final agreement should clearly state that the contractor hired to perform the repairs and ongoing maintenance must be employed by the District, not Escalante. Supervisor Lawrence recalled that the plan was for the District to complete capital repairs to the pump house and Escalante perform ongoing maintenance, with a monthly joint inspection and submittal of a checklist report. Supervisor Lawrence felt that, if Escalante is tasked with completing the ongoing maintenance, they should be allowed to select and employ the contractor. Supervisor Davidson voiced his opinion that Escalante's counter to Mr. Clark's draft contract is 98% unacceptable; conceptually, he believes that the District should be responsible for the pump and its maintenance and Escalante should be responsible for their portion of the system, beginning where the golf course is fed. Supervisor Davidson found the concept of the District assuming full responsibility ridiculous for any maintenance and repairs to

the golf course as completely unacceptable. Supervisor Gaeta felt that residents would be upset if the District assigned responsibility for the pump house to an outside entity.

Mr. Kloptosky stated that he invited a PBM Constructors, Inc. (PBM), representative to the workshop to speak about the pump house system and fertigation. He stressed that the CDD does not want to take responsibility for the fertigation process or anything related to maintaining the golf course greens. Mr. Kloptosky felt that the agreement could allow Escalante daily access to the pump house to work the fertigation system, as necessary, for the golf course.

Mr. Kloptosky advised that PBM was recommended by the City of Palm Coast.

Mr. Dale Davis, of PBM, advised that the pump house contains four pumps; he is unsure of how the system splits, outside of the pump house, as he has not reviewed the drawings. He stated that Escalante has an injection point that goes into the outgoing pipe “as it goes out”. The four pumps can run simultaneously or alternate. Mr. Davis discussed PBM’s experience, capabilities and warranties. He stated that PBM recommends building a retaining wall around the pump house because it was “built low”. He discussed replacing the electrical cabinet with stainless steel and rerouting the electrical.

Regarding the panel that controls fertigation, Mr. Kloptosky indicated that PBM will complete all of the repair work and be responsible for all of the equipment and pipes. He asked Mr. Davis to explain what the golf course greens keeper would do, what the panel does and how it controls and injects the chemicals.

In response to a question, Mr. Kilpatrick advised that the District typically does not fertigate anything. Mr. Kloptosky stated that it is up to the golf course greens keeper to dial in the chemicals for fertigation. Mr. Davis explained how the fertigation panel operates.

Mr. Wrathell voiced his opinion that, once the pump house is repaired and properly maintained, there should never be an issue with the unavailability of water. Mr. Davis clarified that a situation could arise, such as a “relay” going out, which could cause water to be interrupted; however, there should not be a situation that cannot be repaired in a reasonable amount of time. Mr. Wrathell stated that, based on location, PBM could respond quicker, in an emergency, than Citrus 7 Pump Station Services (Citrus 7). He felt that the golf course could have day-to-day control over the amount of water and fertilizer flowing to the golf course but the equipment and other items should be controlled by the District.

Supervisor Chiodo asked if the fertigation panel and equipment are part of the pump house and, if so they be separated. Mr. Davis stated that this is possible but he did not put that in

his proposal. Mr. Davis indicated that the fertigation panel is a separate panel; Escalante does not need to touch anything in the District's panel or the four pumps. Supervisor Gaeta asked if the panels can be locked. Mr. Davis replied affirmatively. Supervisor Gaeta questioned if a grounding device can be installed to protect the pump house structure. Mr. Davis replied affirmatively.

Supervisor Davidson stated that the Field Operations Manager has informed him that the golf course has not been forthcoming with an answer to what chemicals are in the fertigation tanks. He asked Mr. Davis if the chemicals in the fertigation tanks are caustic enough to destroy the metal in the pump house and whether they should be moved outside, which is an issue of contention between Escalante and the District. Mr. Kloptosky stated that an Austin Outdoor (Austin) representative told him that at least one of the chemicals required for fertigation is caustic; therefore, he believes that it could cause damage. Mr. Davis voiced his opinion that at least 20% of the pump house corrosion is due to the fertilizer and the other 80% is because the building sits low and the metal is continuously exposed to water. Mr. Davis recommended moving the fertigation tanks to outside of the building.

Supervisor Gaeta asked how high the elevation must be and asked Mr. Davis if he is proposing new footings for the building.

Mr. Kloptosky stated that the building will not be elevated; it must stay at its current level. He explained that the inability to elevate the building is the reason that PBM proposed building a block wall around the structure; the block wall will prevent water from entering. The steel double doors will be raised to prevent water from entering. Mr. Kloptosky advised that all of the roof panels will be replaced. He believes that all of those measures will prevent water from entering, from the outside. The water that is spraying on the inside will be repaired by PBM. Mr. Kloptosky wants to paint the floors, walls and building, once the repairs are completed.

Mr. Kloptosky voiced his belief that the contract with Escalante can be written to relieve the District of any liability and allow Escalante access to "dial in" their chemicals and do whatever else is necessary. Mr. Kloptosky stressed that the District's only responsibility is to keep the equipment running, which is what PBM will do.

Mr. Wrathell expressed his opinion that Escalante must find a way to work with the District and satisfy what the District wants. He felt that Mr. Clark should inform Escalante that they have a certain amount of time to take action; otherwise, the District will hire its own

contractor for the project. Mr. Wrathell suggested offering Escalante access to operate the fertigation aspect and nothing else. Mr. Wrathell voiced his confidence in PBM's ability to quickly respond to an emergency.

Supervisor Lawrence agreed with Mr. Wrathell. He discussed the history of the pump house and recommended informing Escalante that the District will assume all capital repairs, maintenance and day-to-day operations; Escalante will only be allowed to operate the fertigation system and the fertigation tanks will be moved outside of the building.

Mr. Kloptosky felt that the repair and maintenance contractor should be employed by the District; otherwise, the District's tax-exempt status cannot be used. He wants the entire process "brought in-house", with Escalante only being allowed access to do what is necessary pertaining to the greens.

Discussion ensued regarding obtaining permits from the City of Palm Coast.

Supervisor Smith asked Mr. Davis if the fertigation tank must be replaced. Mr. Davis indicated that it does not appear to be in "bad shape" but he did not inspect the inside.

Supervisor Lawrence felt that fertigation responsibilities should be given to Escalante; he does not want the District to be responsible for the panel. He stressed that the only thing the District should provide, with regard to fertigation, is power to the panel; the District should have absolutely no responsibility for the fertigation panel.

In response to a question, Mr. Davis confirmed that the fertigation panel has nothing to do with the District's irrigation system.

Supervisor Gaeta questioned if an alarm could be installed on the fertigation panel to alert staff of potential issues. She asked whether the District could contract with PBM for maintenance. Supervisor Gaeta inquired about the number of golf course pump stations PBM has worked on, in the area.

Mr. Davis stated that PBM works only on pump houses; they have worked on several large pump stations in the area. PBM works on at least one pump station per week. In response to Supervisor Gaeta's question, Mr. Davis confirmed that he did not conduct testing on the District's pump house; he only visually observed the pump house.

Supervisor Lawrence asked if a separate power line could be wired to the fertigation panel. Mr. Davis indicated that it can be done.

Discussion ensued regarding pressure.

Supervisor Davidson voiced his opinion that, through their counsel's letter, Escalante is conceding that the District, as owner of the pump house, should be responsible for maintaining everything. He believes that, while the District owns the equipment and wants to repair and maintain it with its own contractor, the District wants to make Escalante responsible for the systems that run to the golf course, including the fertigation, and with electric service to the fertigation panel provided through a separate line.

Supervisor Davidson asked if the relocation of the fertigation tanks outside of the building was included in PBM's proposal. Mr. Davis replied affirmatively. Supervisor Davidson asked if PBM is prepared to commence work immediately. Mr. Davis replied yes.

Regarding negotiations with Escalante, Supervisor Davidson stated that it will take time; however, time is of the essence to repair the pump house. Supervisor Davidson recommended that the District "make arrangements" for PBM to commence work on the pump house repairs and provide continued maintenance, with the exception of maintaining the fertigation.

Discussion ensued regarding the contents of the fertigation tanks.

Supervisor Smith asked Mr. Clark if an agreement exists requiring the District to supply water to the golf course. Mr. Clark stated that there was an agreement between the CDD and Hampton Golf that the District would sell Hampton Golf reclaimed water acquired from the City of Palm Coast, at the same rate that the City charges. Mr. Clark advised that this agreement remains valid with the new owner; the agreement runs with the land and Escalante can enforce the terms of that agreement. Supervisor Davidson asked if that agreement contains a cost sharing formula. Mr. Clark could not recall a specific percentage formula. Supervisor Lawrence indicated that the agreement states that the cost-share percentage is based on use percentage. Mr. Clark informed Escalante's counsel that the District could develop a budget and levy the costs, based on benefit; he is not worried about the cost-sharing aspect.

Supervisor Smith supports moving forward with contracting for the pump house repairs and maintenance and informing Escalante of the Board's decision and, if Escalante wants the fertigation panel repaired, they "better step up" and talk to the District about it, otherwise, the District will only repair, as necessary. He stated that Escalante should be informed that the costs will be allocated, once the work is completed, and, if necessary, Escalante will be assessed those costs.

Mr. Wrathell noted that no action can be taken at today's workshop; however, it seems that this could be deemed an "emergency" situation, so that the project could commence

immediately, with the Board ratifying the decision to hire PBM, at the next meeting. Mr. Clark stated that he is comfortable with this approach, provided the Board ratifies the action. Mr. Clark was asked if the District can contract with PBM and commence work now. Mr. Clark replied affirmatively.

Based on the comments from Escalante and their counsel, Supervisor Gaeta asked Mr. Clark if he is sure that Citrus 7 has not already commenced work. Mr. Clark expressed uncertainty. Mr. Kilpatrick indicated that Citrus 7 has not commenced work in the pump house. Mr. Kloptosky pointed out that the District does not know if Escalante entered into a contract with Citrus 7.

Stating that there is no agreement that allows Escalante or Citrus 7 to enter the District's premises, Supervisor Davidson asked if there are any legal ramifications or if the District can take any legal action to prevent Escalante from interfering. Supervisor Gaeta questioned if the District should obtain an injunction against Escalante. Mr. Clark advised that the District can, if it becomes a trespass situation; however, as a practical matter, he recommends contacting Escalante to advise them of the District's intent and does not foresee a problem. Supervisor Gaeta wondered if a cease and desist order is necessary. Mr. Clark noted that the last communication from Escalante's counsel was seeking permission from the Board to proceed.

Supervisor Davidson asked if the Board is comfortable with Mr. Clark notifying Escalante of the Board's intent and contracting with PBM, as proposed and discussed, to complete all repairs and ongoing maintenance, in addition to separating the fertigation panel power source from the District's power source.

Supervisor Gaeta asked Mr. Davis about the duration of the permitting process.

Mr. Davis advised that he must seek permission from the City regarding installation of the block wall; if a permit is required, PBM's engineer must prepare engineering documents and a permit application will be submitted to the City. He indicated that the permitting process could take three to four weeks. Mr. Davis noted that it will take ten to 12 weeks to fabricate the proposed stainless steel panel. He detailed the repair process.

Regarding use of a temporary pump, during the repair process, Mr. Kloptosky asked if the temporary pump is capable of running water to both the common areas and the golf course or whether irrigation must alternate. Mr. Davis indicated that he will obtain a temporary pump that is capable of doing both areas, simultaneously.

Discussion of the PBM proposal ensued. Mr. Kloptosky clarified that the base price was \$40,000. Mr. Davis discussed the benefits of using stainless steel. Supervisor Smith asked Mr. Davis how many of the pump stations that he is working on are using stainless steel. Mr. Davis indicated that PBM is currently in the process of replacing old material with stainless steel, on various City of Palm Coast projects.

Supervisor Lawrence noted that the base price was \$40,000 but additional items, at a cost of \$17,000, for stainless steel, will be added, bringing the cost to \$57,000 and the building improvements proposal was \$15,000. He pointed out that the total cost for the project will be \$72,000 and Escalante will be responsible for 75% of those costs. Supervisor Lawrence asked Mr. Clark if Escalante can object to paying the extra costs for stainless steel.

Mr. Clark stated that, if Escalante refuses to pay, the District will levy the costs, as an assessment, on the tax bill. Supervisor Davidson asked how the amount owed by Escalante would be calculated, as the cost-sharing formula no longer exists. Mr. Clark explained that the agreement will go away and the District will base the amount that Escalante should pay on the benefit they will receive, based on historical water usage amounts. Supervisor Davidson noted that the documents provided by Escalante's counsel contain a revocation of existing agreements, which Mr. Clark previously advised the District to do, as well, and asked if revocation of all existing agreements should be included for consideration at the next meeting. Mr. Clark advised that not all agreements should be revoked; the Board should only revoke the pump house agreement between the District and Hampton Golf.

Mr. Wrathell asked Mr. Clark to work with Mr. Kloptosky, immediately, to develop a form of contract between the District and PBM. Mr. Clark stated that he will confer with Mr. Kloptosky. Supervisor Gaeta asked that the contract contain a not-to-exceed amount, since separating the electrical source to the fertigation panel was added but was not part of the original proposal. Mr. Wrathell indicated that the District wants to move forward, immediately, on the project and suggested that PBM provide a proposal for separating the power source, at the next meeting. Mr. Kloptosky recommended including a contingency into the contract for unknowns and additional engineering costs, etc., should a permit be required.

In response to Supervisor Smith's question, Mr. Davis further discussed the benefits of 316 stainless steel over 304 stainless steel. Supervisor Smith questioned if the benefit is worth the \$4,000 higher cost. Mr. Davis advised that 304 stainless steel will begin to show rust, over time. Mr. Davis stated that 316 stainless steel is "half a grade" higher than 304 stainless steel.



Supervisor Lawrence summarized that Mr. Clark will call Escalante to inform them that the District will proceed with the repair project and assume complete maintenance responsibility for everything, except fertigation, and that the District wants Escalante to assume 100% of the maintenance responsibility for the fertigation system, including chemicals. Mr. Clark affirmed that he will notify Escalante. Supervisor Davidson directed Mr. Clark to separate the maintenance obligations of both parties, as well as language related to negotiating and proceeding with the cost-sharing formula. Supervisor Davidson instructed Mr. Clark to remove any CDD responsibility for damage to the golf course greens.

Regarding the Board's desire to relocate the fertigation panel to outside of the pump house and separate the power source from the District's power source, Mr. Davis advised that a separate meter can be installed; however, the power entering the system is a single source and, if the pump house loses power, Escalante's system would also lose power. He explained that, if power is lost, no one would be irrigating; therefore, Escalante would not be fertigating. Mr. Davis concluded that there is no economic benefit to installing a separate power source to the fertigation system.

Mr. Kloptosky asked for confirmation of the action he should take.

Mr. Wrathell stated that Mr. Clark will coordinate with Mr. Kloptosky to draft an agreement. Mr. Clark indicated that Mr. Davis reported that the situation must be addressed immediately and that the District should not wait to commence work; therefore, Staff will proceed to remedy the problem, in accordance with the discussions, and an agreement will be presented, for ratification, at the next meeting. Supervisor Davidson asked if PBM can commence work prior to execution of the agreement. Mr. Kloptosky advised that PBM can proceed with ordering the necessary equipment. Mr. Wrathell summarized that the Board discussed and conceptually agreed to a total project cost of \$72,000, with any additional costs to be presented at a subsequent meeting. Supervisor Gaeta indicated that the project cost is \$6,000 over the amount contained in the Capital Improvement Project (CIP) budget.

Supervisor Lawrence asked Mr. Clark if he will direct Escalante to cancel any contracts with Citrus 7, as they had no authority to enter into a contract for the repairs. Mr. Clark replied affirmatively and stated "Citrus 7 is going to have to do something else for the money".

Mr. Kloptosky pointed out that someone must sign the proposal, in order for PBM to proceed. The Board confirmed that Mr. Kloptosky may execute the proposal. Mr. Clark will draft a contract.

**B. Common Area Landscape Maintenance Contract: Renewal/RFP**

Supervisor Davidson noted that Austin submitted a proposal with no increase for the first two years and a 3% increase in the third year. As the contract is over \$500,000, Supervisor Davidson asked if the contract must be bid.

Mr. Clark stated that the state law is not completely clear regarding whether this must be bid. He noted that the law identifies a threshold amount of anything over \$195,000 for maintenance contracts; whereby, the District must use the request for proposals (RFP) process. Regarding renewals, Mr. Clark explained that the law allows for a contract to be renewed, once, for a maximum of three years; however, the law suggests that the renewal must be contemplated in the original contract, although the law is not clear on whether this applies to CDDs. He recalled that the District's agreement with Austin was renewed, at least once, and was also amended. Mr. Clark summarized that the District has traveled for awhile on its relationship with Austin, without going through the RFP process; he advised that the cautious approach would be the RFP process, at this time.

Supervisor Chiodo noted that the contract expired and the District is on a month-to-month basis with Austin. Mr. Clark recommended continuing with a month-to-month arrangement until the RFP process is completed.

Supervisor Lawrence asked if the RFP process obligates the District to award the contract to the lowest bidder or if the Board can seek the most "responsive" bidder. Mr. Clark stated that the District is obligated to inform the bidders how they will select the contractor. Mr. Clark indicated that a scoring or ranking mechanism can be utilized.

Supervisor Davidson asked whether the District's horticulturalist should review the specifications or if the RFP can proceed with the specifications utilized the last time. Mr. Wrathell recommended that the horticulturalist review the final version.

**\*\*\*Mr. Clark left the meeting.\*\*\***

**FOURTH ORDER OF BUSINESS****UPDATES: Amenity Manager**

Mr. Ross reported that he receives complaints about the gym equipment, particularly at Creekside, where the equipment is functional but rusty and looks "old and bad".

Mr. Kloptosky indicated that residents are very upset about the condition of the fitness equipment. He stated that he informs residents that it is not the District's policy to replace functional equipment; problems can be repaired. Mr. Kloptosky advised that money is budgeted

to replace two pieces of equipment; however, he can only do so with Board approval because the equipment is still working.

Discussion ensued regarding the condition of the fitness equipment and whether items can be replaced. It was noted that the current budget includes replacement of a cross-trainer and a treadmill, for a combined cost of \$5,900. Mr. Kloptosky confirmed that the elliptical machines that are being considered, likely cost more than \$5,900. Supervisor Lawrence pointed out that the uncommitted CIP budget has \$76,000 that could be used to purchase the equipment. The Board directed Mr. Kloptosky to discuss the fitness center needs with the personal trainer and present recommendations at the next meeting.

Supervisor Gaeta recalled that, at the last meeting, Mr. Ross reported an increase in tennis revenue. She asked who paid the fees. Mr. Ross stated that the fees were collected from people who previously played for free, prior to implementation of the smart amenity access card (SAAC) system.

**\*\*\*Mr. Deary left the meeting.\*\*\***

**FIFTH ORDER OF BUSINESS****UPDATES: Field/Operations Manager**

Mr. Kloptosky recalled the ongoing erosion issues, near the benches, on the Esplanade. He stated that the St. Johns River Water Management District (SJRWMD) became involved and is requiring a permit. Mr. Kloptosky indicated that he submitted a permit application.

Supervisor Lawrence noted that the erosion repair project is not included in the CIP and asked how it will be paid for. Mr. Kloptosky thought that the project was carried over from the previous fiscal year. Supervisor Lawrence confirmed that it was not. Mr. Kloptosky estimated the cost to be \$7,000.

Regarding the Chinier Street landscaping, Mr. Kloptosky advised that plants were installed last week and work continues on Front Street. Mr. Kloptosky reviewed photographs of the completed work and noted that a few planting errors were corrected. Supervisor Davidson pointed out vine issues and discussed the Firewise work being performed.

Mr. Kloptosky reported that the Creekside spa leak was repaired. The District is under contract with a contractor to begin working on the Creekside men's and women's showers; the deposit is being processed and will be sent to the contractor. The men's room will be completed first. The contractor estimated that each room will take two weeks to complete; one will remain open as a "unisex" facility.

Mr. Kloptosky indicated that the remaining two-thirds of The Village Center pool deck drain repair project is under contract and the start date is pending.

Mr. Kloptosky advised that streetlight painting is in progress for the first portion of 40% of the lighting. The Clubhouse Pier contract is being processed and will be scheduled, once additional information is provided to Mr. Clark. Mr. Kloptosky confirmed his belief that a permit is not necessary for the Clubhouse Pier project, as it is a replacement, not new construction. The contract for The Village Center audio system was received and is being processed.

Mr. Kloptosky reported that the re-registration is at 91%.

**A. Sailfish Drive Drainage Project**

Mr. Kloptosky recalled distributing a revised proposal from S.E. Cline Construction, Inc. (Cline) and wanted to ensure the Board understood the scope of work. Regarding the proposed cost, Supervisor Davidson noted that he listened to the audio and it sounded as if Cline's proposal did not include engineering, permitting or a contingency and, with the addition of those items, Cline's proposal would remain essentially the same, with little reduction to the cost. Mr. Kloptosky concurred that permitting was not included in the proposal; Cline plans to charge costs plus 5%, for permitting. He confirmed that a contingency amount was also not included.

Supervisor Davidson noted that the Board has not approved this project and requested that it be included, for discussion, at the next meeting. The Board agreed that this item should be included on the next Agenda.

Discussion ensued regarding the details of the proposal, the scope of work and an alternate scope of work that could reduce costs by about \$16,000. It was reiterated that, once the engineering, permitting and contingency are added, there is no savings, the proposal remains unchanged.

Supervisor Davidson asked Mr. Kloptosky to provide an update regarding his meeting with ABM Security Services (ABM).

Mr. Kloptosky stated that he met with ABM regarding free services that were mentioned during their presentation, such as digital reporting, incident technology and report capabilities. ABM showed him how these services work; they have been invited to attend the next workshop to give a presentation.

**\*\*\*The meeting recessed at 11:45 a.m.\*\*\***

**\*\*\*The meeting reconvened at 11:55 a.m.\*\*\***

**SIXTH ORDER OF BUSINESS****DISCUSSION ITEM****A. Duties, Responsibilities and General Conduct of Community Development District Supervisors**

Mr. Wrathell indicated that Supervisors are elected officials and must adhere to the same requirements as other elected officials. He noted that Supervisors must file a financial disclosure form, annually, to ensure that Board Members do not “self enrich”, through their service. Mr. Wrathell explained that Supervisors must follow the Code of Ethics for Public Officers and Employees in Florida and follow the Sunshine Law requirements. He stated that the mission of a Supervisor is to maintain and preserve the community’s assets.

Regarding public records, Supervisor Davidson stressed that a Supervisor’s computer can be impounded, if it is used for District business, including sending and receiving emails.

Supervisor Davidson voiced his opinion that the primary responsibilities of the Supervisors are to set District policy and create the budget, based on needs of the community. He stated that the District Manager, District Counsel and District Engineer are responsible for the other matters related to “running” the District. Supervisor Davidson noted that the District owns the amenities and must operate and maintain them. He advised that the District hired the Field Operations Manager to attend to the day-to-day operation and it is a burden for a Supervisor to become involved or try to micromanage the daily operations of the community; issues should be addressed to the Field Operations Manager, not with his staff members.

Supervisor Davidson explained that a District is run differently than a business. He discussed the budget process.

Supervisor Lawrence stressed that the District attempts to minimize the cost of every project.

Supervisor Gaeta stated that the Board attempts to be proactive, rather than reactive.

Supervisor Chiodo indicated that all Supervisors must be cautious regarding micromanaging the District’s day-to-day operations. Supervisors must learn to rely on Staff. Supervisor Chiodo felt that the Board must remain focused on the policy-making aspect. Regarding spending funds, he noted that the Board agonizes over the District’s expenditures to ensure the good of the community. Supervisor Chiodo’s principal focus is on maintaining the value of the community and the enjoyment of residency in Grand Haven.

Mr. Wrathell discussed past serious construction deficiencies and overall condition of the District. He noted that the Board was faced with making tough decisions to allocate funds to address the issues and the community's decaying infrastructure.

A resident stressed that Supervisors cannot separate themselves from their position and "speak as a resident", while performing their Supervisor responsibilities; they are a Supervisor or a resident but cannot be both, at the same time, as the implication is that the Supervisor has some authority. Supervisor Davidson agreed that it is difficult to separate oneself from the Supervisor position; however, Board Members must emphasize when they are speaking "as a resident".

Mr. Wrathell discussed the CDD voting procedure and stated that it is a majority rules system.

**B. Parking Problems at Creekside Due to Overbooking?: Resident Activities**

Supervisor Davidson reported parking issues, at Creekside, on a recent Monday, when numerous activities were taking place, simultaneously. He stated that the remedy options include reducing the number of activities offered, investing \$200,000 to increase capacity of existing parking facility and/or ask residents to carpool or bicycle.

Supervisor Davidson asked if similar parking issues occur on other days. Mr. Ross reported that Monday mornings are particularly bad, at Creekside. Mr. Ross stressed that Creekside is a very busy facility.

Supervisor Lawrence indicated that the Board wants residents to use and enjoy the facilities; however, both facilities lack adequate parking. He noted that, historically, residents parked on the street, when the parking lots were full.

Supervisor Gaeta questioned what can be done.

Supervisor Smith voiced his opinion that the District should not stop scheduling activities.

Discussion ensued regarding the number of parking spaces at Creekside and The Village Center.

Supervisor Smith stated that, if the Board wants residents to continue utilizing the amenities but has a concern about overflow or unsafe parking, the solution is to create more parking. He felt that Mr. Kloptosky should be able to devise an overflow parking plan for \$50,000, since it does not need to be the same as the regular parking lot.

Mr. Kloptosky indicated that he suggested that Mr. Ross reschedule certain activities from Creekside to The Village Center, if possible. Mr. Ross pointed out that there is limited

space in The Village Center for activities. Supervisor Davidson suggested informing residents of the parking problems and that unsafely parked vehicles will be towed, along with strongly encouraging residents to carpool.

Mr. David Alfin, a resident, noted that multiple school buses drop off and pick up in that area, creating greater danger. Supervisor Gaeta asked if the school bus stop could be relocated. Mr. Alfin will inquire about relocating the bus stop.

The Board agreed with notifying residents of the parking issues and request that residents carpool, etc.

Ms. Carol Oliver, a resident, suggested staggering the start times of the activities. Mr. Ross indicated that the facilities are booked with various activities, throughout the day.

#### **C. Update: Wildfire Mitigation Project**

Supervisor Davidson provided an update on the progress of the Wildfire Mitigation Project, along with photographs of the work. He noted that the work is being completed at no cost to the District, through a Florida Forest Service (FFS) program. Supervisor Davidson discussed the new machine used to clear the areas and shred the vegetation; he presented before, after and progress photographs of cleared areas.

Supervisor Lawrence asked if a chemical could be applied to prevent the vines and vegetation from growing back.

Supervisor Davidson stated that it would only make sense to spray the vines, as lower growth plants can be easily removed. He noted that the new machine mats the vegetation more and should suppress growth better than the last time. Supervisor Davidson felt that chemical treatment of the vines is important, especially those that are difficult to access. He pointed out boundary signage, which is now visible.

Supervisor Gaeta asked if Roundup weed killer could be applied to the areas. Supervisor Davidson voiced his opinion that the SJRWMD would not be pleased and might fine the District for applying chemical to an area under its control.

Supervisor Davidson advised that, next week, additional work will be completed in The Crossings. Residents will be notified, via e-blast, of the next area to be cleared.

Supervisor Lawrence asked that the District research chemical options to retard growth, in between clearings. Discussion ensued about contacting SJRWMD, with FSS's assistance, to determine if chemicals can be applied to the protected areas.

#### **D. Review of Fiscal Year 2014 Capital Plan**

Supervisor Lawrence reviewed the Fiscal Year 2014 Capital Plan. He stated that the pump house interior and exterior repair line items must be adjusted based on today's discussion. The items in the middle of the page were approved but have not commenced; therefore, the listed costs are estimates of the anticipated costs. The Jasmine Drive bank repair, for approximately \$7,000 will be added. These changes increase the total "approved projects" estimate to \$660,202; most of the approved projects were completed. The "uncommitted" figure drops to \$155,798. The "projects not yet approved" amount remains at \$87,145 and the "unknown/unexpected" figure drops to \$68,653. Supervisor Lawrence summarized that the total capital budget is \$816,000 and, after completing all of the approved projects, \$68,653 will remain, to be used on other projects.

Supervisor Lawrence recalled previous discussions about severe undulations, on the croquet court, and that there was a potential solution. He recommended that the Board consider hearing from the contactor.

Supervisor Gaeta pointed out that work on the croquet court is predicated upon completion of the pump house repairs.

Supervisor Davidson noted that the Community Information Guide is not on the CIP and must be added, at a cost of approximately \$20,000, for 2,000 copies. Supervisor Lawrence felt that the guide is not a capital expenditure. Supervisor Davidson agreed and asked where the money can come from. Mr. Kloptosky will review his budgets.

Regarding the croquet courts, Supervisor Davidson suggested that, rather than selecting one croquet court and a single, special interest group, the Board should designate next fiscal year as "The Year of the Courts" and address all types of courts, within the District, during that fiscal year.

Regarding the request to reconfigure the basketball court to pickleball, Mr. Kloptosky met with a contractor; however, the Pickleball Club submitted a 'revised scope of work' request, with a different layout involving elimination of a portion of the basketball court. He contacted several contractors to obtain estimates but received only one response.

Supervisor Smith voiced his opinion that Supervisor Davidson's suggestion assumes that next year will be radically different than this fiscal year. He pointed out the District's expenses, during the current fiscal year, and stated that he is not confident that everything will fit in the next fiscal year budget.

Discussion ensued regarding expenses and potential approaches to the court situation.



Regarding the CIP, it was noted that many of the projects were completed. Mr. Kloptosky reviewed the projects that are in progress.

In response to a question, Mr. Kloptosky indicated that he obtained quotes for the Osprey Lake erosion work; he will forward the information to the Board.

**E. Center Park Pavers**

Mr. Kloptosky distributed copies of a proposal from Paradise Landscaping & Nursery (Paradise). Supervisor Davidson reviewed photographs of areas where pavers were installed, as well as the area under consideration.

Mr. Kloptosky detailed the entire scope of work, along with the paver locations, included in the Paradise proposal. He indicated that the proposed cost is \$29,793; however, he wants to obtain a proposal from another contractor, for comparison purposes.

Supervisor Davidson noted that this is an unbudgeted expense, which appears in the "Projects Not Yet Approved" section of the CIP. Supervisor Lawrence suggested waiting for another proposal, as well as proposals for the pickleball courts, and prioritizing the projects then. Supervisor Gaeta asked if the paver project is as a result of a "safety" issue rather than an "aesthetics" improvement. It was noted that it is partially a safety issue; however, the label "safety issue" could be attached to most of the other projects, as well.

Supervisor Chiodo stressed that this item should be included on the Agenda, if the Board intends on approving it, as many residents opposed the paver concept; residents should have an opportunity to voice their opinions.

**F. Eligibility and Duration of Passes for Preferred Guest List Visitors**

***\*\*\*This item, previously Item 6.G., was presented out of order.\*\*\****

Supervisor Davidson stated that he listened to the audio of the last meeting and his understanding is that the Board decided not to provide a pass for preferred guest list visitors. The Board replied affirmatively.

**G. Information Recorded on Guest Passes**

***\*\*\*This item, previously Item 6.H., was presented out of order.\*\*\****

Supervisor Davidson noted that the only information recorded on the guest passes is the date, which he believes is insufficient. He wants the guest passes to include additional information.

Discussion ensued regarding what information should be included and how the information can be verified, as the person with the pass enters through the gate. Supervisor

Lawrence suggested that Mr. Kloptosky speak to ABM’s representatives to determine how other communities address this situation.

Supervisor Davidson suggested that the guest passes include the person’s name, license plate number or some other identifier and that it be verified upon entrance. Discussion ensued regarding the volume of visitors and the information to include on guest passes.

Mr. Kloptosky indicated that ABM’s representatives will attend the next workshop and this matter can be discussed then.

**H. Update: Keeping Grand Haven Grand Phase 2**

***\*\*\*This item, previously Item 6.I., was presented out of order.\*\*\****

Supervisor Davidson recalled that reregistration is at 91% and asked for the statistics on vehicle registrations. Mr. Kloptosky did not have the figures with him; however, residents are responding.

Supervisor Davidson voiced his opinion that the Waterside Parkway curbs and gutters should be cleaned. Mr. Kloptosky noted that the curbs and gutter should be cleaned on other streets, as well. Supervisor Lawrence recalled that the Board budgeted for a third maintenance employee and the District recently purchased a pressure washer; he suggested hiring the third person and having them pressure clean. Mr. Kloptosky indicated that, if a person is hired to pressure clean, the District should purchase a Gator to pull the pressure cleaning machine; otherwise, the employee would have to use their own vehicle. It was noted that \$14,000, for a Gator, is included on the CIP, under “Projects Not Yet Approved”.

Supervisor Lawrence questioned if the District has enough work to keep a third field person busy. Mr. Kloptosky replied affirmatively, especially if the Board approves cleaning the curbs and gutters around the community; if work tapers off, the person could become part-time or be laid off. Supervisor Davidson suggested hiring a part-time person, to complete the pressure cleaning. Mr. Kloptosky stated that pressure cleaning is an “all day” process, involving setup time, so part-time could be difficult. Supervisor Davidson suggested that the person work three eight-hour days.

Supervisor Smith discussed products that can be applied, after the surface is pressure cleaned, which inhibit mold growth and dirt accumulation. Supervisor Lawrence recalled discussing this with Supervisor Smith and noted that the price for those products is “astronomical”; however, if it can be “cost justified”, the Board should consider them.

Supervisor Davidson asked if it would cost the District less to hire a part-time person, at approximately \$17,000 per year, to pressure clean rather than to hire an outside contractor to complete the work. Mr. Kloptosky replied affirmatively and noted that the outside contractor quoted about \$7,000 to complete only a portion of Waterside Parkway. Regarding the need to purchase a Gator to tow the pressure cleaning equipment, Mr. Kloptosky confirmed that the Gator would be used for other things, for which a golf cart is currently being used.

Supervisor Lawrence stated that it makes sense to hire a part-time employee to pressure clean and research the cost of products that could be applied, to reduce future pressure cleaning needs.

In response to a question, Mr. Kloptosky confirmed that there are plenty of things to be completed, around the community; he could keep a third person busy. Mr. Kloptosky noted that the District only has one pressure washing rig; however, there is also an ongoing issue with the sidewalks needing to be cleaned. It was noted that a full-time employee could use the pressure cleaning equipment to pressure clean sidewalks on the other two days of the week.

Mr. Wrathell advised that a motion is not necessary to hire the part-time employee, as it was “authorized” by its inclusion in the District’s Fiscal Year 2014 budget.

Supervisor Davidson asked that the purchase of the Gator be included, as a Consent Agenda Item, for the next meeting.

#### **I. Status of Community Information Guide**

***\*\*\*This item, previously Item 6.F., was presented out of order.\*\*\****

Mr. Kloptosky indicated that quotes were obtained from We Do Signs and Class A Printing. He noted concern that the existing binders cannot accommodate all of the information that will be included in the guide. Additionally, the District only ordered 1,000 guides the last time, which was not enough. In lieu of binders, Staff investigated other alternatives, including a paperback version, which cost less than binders.

Ms. Ashley Higgins, a CDD office employee, advised that the paperback version reduced the cost by approximately \$5,000.

Supervisor Davidson summarized that the We Do Signs estimated costs for 2,000, 5.5” x 8.5”, paperbound guides is \$19,560, and \$20,685 for 3,000 copies. Class A Printing’s quote for \$2,000 paperbound guides is \$23,457.96.

Discussion ensued regarding the number of directories to order.

Regarding the quotes, Supervisor Lawrence noted that Class A Printing’s quote contains items, such as three hole punching and shrink wrapping, that are not included in the We Do Signs price; he recommended confirming that both companies are quoting the same project. He asked that Class A Printing rebid, removing the items that are not necessary.

In response to a resident question regarding creating an electronic version of the guide, it was noted that the District cannot do so, as the information would become public record.

Supervisor Davidson stated that the Board could consider selling advertising space, in the guide, to defray the production costs.

Regarding whether to include the Amenity Rules in the guides or distribute them separately, it was noted that the Amenity Rules change frequently. Supervisor Davidson voiced his opinion that the Amenity Rules should be included in the guides. Supervisor Gaeta felt that the items should be separate, as the Amenity Rules can be printed on standard sized paper and be stapled, rather than bound. Ms. Higgins noted that the Amenity Rules have already been distributed to residents.

Supervisors Smith, Lawrence and Davidson favored allowing advertising in the guide, to defray costs. Discussion ensued regarding how to solicit for advertisers. Mr. Wrathell voiced his opinion that cost recovery might be limited, once the amount of time that staff spent coordinating with advertisers is factored.

Discussion ensued regarding how often the guide will be produced.

Mr. Kloptosky advised that the CDD office staff has questions regarding the guide, which require the Board’s input. He distributed the questions, for discussion at a future meeting or workshop.

**SEVENTH ORDER OF BUSINESS**

**UPDATES: District Manager**

- **UPCOMING MEETING/WORKSHOP DATES**
  - **BOARD OF SUPERVISORS MEETING**
    - **March 20, 2014 at 9:30 A.M.**

The next meeting will be on March 20, 2014 at 9:30 a.m.

- **COMMUNITY WORKSHOP**
  - **April 3, 2014 at 10:00 A.M.**

The next workshop will be April 3, 2014 at 10:00 a.m.

**EIGHTH ORDER OF BUSINESS**

**OPEN ITEMS**

This item was not discussed.

**NINTH ORDER OF BUSINESS**

**SUPERVISORS' REQUESTS**

Regarding the pump house repair project, Supervisor Gaeta asked Mr. Kloptosky if he will negotiate PBM's price. Mr. Kloptosky stated that he has not negotiated the price with PBM and noted that the Board essentially authorized the work, as proposed.

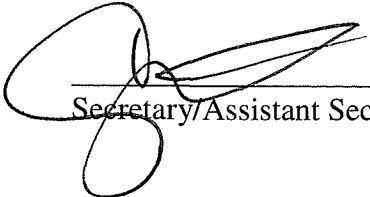
Supervisor Lawrence referred to the Field Operations Manager's job description and salary range and noted that the District should have job descriptions and salary ranges for all CDD employees. He asked the District Manager to compile this information. The Board agreed. Mr. Wrathell will develop a framework of the current salaries and salary and bonus structures, along with the job descriptions.

**TENTH ORDER OF BUSINESS**

**ADJOURNMENT**

There being nothing further to discuss, the workshop adjourned at 2:07 p.m.

**On MOTION by Supervisor Gaeta and seconded by Supervisor Smith, the workshop adjourned at 2:07 p.m.**



Secretary/Assistant Secretary



Chair/Vice Chair