

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

A Regular Meeting and Public Hearing of the Grand Haven Community Development District's Board of Supervisors was held on **Thursday, May 21, 2015** in the **Grand Haven Room, Grand Haven Village Center, 2001 Waterside Parkway, Palm Coast, Florida 32137** at **10:00 a.m.**

**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
Rick Woodville	Wrathell, Hunt and Associates, LLC
Howard McGaffney	Wrathell, Hunt and Associates, LLC
Scott Clark	District Counsel
Mike Munson	District Engineer
Barry Kloptosky	Field Operations Manager
Robert Ross	Vesta/AMG
Joe Montagna ( <i>via telephone</i> )	Vesta/AMG
Maurice Bushroe	President, Blue Ribbon Pools
Ashley Higgins	Grand Haven CDD Office
Jim Gallo	Resident
Rob Carlton	Resident
Bob Olsen	Resident
Vince Smotic	Resident
Bev Kasher	Resident
David Reisman	Resident
Chip Howden	Resident
Brenden Zagumennikh	Resident
Regina Zagumennikh	Resident
Chip Hunter	Resident
Vic Natiello	Resident

**FIRST ORDER OF BUSINESS**

**CALL TO ORDER/ROLL CALL**

Mr. Wrathell called the meeting 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**

All present recited the Pledge of Allegiance.

**THIRD ORDER OF BUSINESS**

**PUBLIC COMMENTS *(3-Minute Rule; Non-Agenda Items)***

Mr. Bob Olsen, a resident, referred to the temporary relocation of the mailboxes during the recent easement project, and voiced his opinion that it was not a good location. Mr. Kloptosky indicated that, tomorrow, the mailboxes will be returned to the original location.

Mr. Olsen pointed out that the roundabout, traveling from Waterside Parkway onto Egret Drive, lacks a yield or stop sign. In locations with stop signs, he observed service trucks failing to stop, numerous times, and some traveling at high rates of speed. Mr. Olsen indicated that he confronted one driver about not stopping and turning the wrong way but the driver ignored him. He felt that something must be done; otherwise, there will be an accident.

Supervisor Lawrence suggested having the Sheriff's Office station an officer in that location, for a few days, and issue tickets, which could alleviate the problem. Supervisor Davidson recommended sending an e-blast reminder to inform residents that the Sheriff's Office will patrol and issue tickets. In response to Mr. Woodville's question, Supervisor Lawrence stated that the location would be the "Egret roundabout". Supervisor Davidson recalled that speeding tickets are usually issued to residents.

Mr. Jim Gallo, a resident, reported that, when entering at the South Gate, it seemed that there was a delay in the gate closing or with it remaining open when no one is behind the vehicle; when a vehicle is behind another, the gate closes "fine", with no delay. Supervisor Chiodo pointed out that someone pressing their gate access device (GAD) might have caused the gate to remain open. Mr. Gallo noted that he only tested the gate six times.

Mr. Vince Smotic, a resident, referred to the Wild Oaks Gate, which is not manned, and questioned how to prevent people from going around the gate and "robbing anyone". Ms. Bev Kasher, a resident, voiced her opinion that people could walk in because the area is open. Ms. Kasher stated that they wanted to live in a gated community to feel secure and safe. Supervisor Davidson advised that Grand Haven is secure and safe and that there is very little crime in the

community. Supervisor Davidson pointed out that the CDD must allow public access to its roads; people cannot be prevented from entering.

Mr. Smotic indicated that trees are growing in the lake. Ms. Kasher contacted the CDD office and was later told that the trees are growing on the lake bank. Supervisor Davidson recommended that Mr. Smotic and Ms. Kasher advise their builder that they want the trees removed and then notify the CDD so the horticulturalist can determine whether the trees can be removed.

Mr. Smotic questioned if alligators are allowed to exist around the lake. Supervisor Davidson replied affirmatively; the area is a swamp. Mr. Smotic expressed concern about snakes and stressed that he moved to Grand Haven for certain reasons. Mr. Smotic stated “If the community is not going to take care of these, like they have around all of the other lakes, and I have to go through an act of God to get all of this garbage taken out around these lakes, I don’t feel that is fair.”

Supervisor Davidson advised that this is a complicated matter involving private and public property and many layers of organizations with authority over decisions. This matter should be first discussed with Mr. Kloptosky.

Mr. Smotic reported that Wild Oaks has hundreds of dead oak trees. Supervisor Davidson indicated that the developer was not supposed clear cut or fill the property; the issue with dead trees is a matter for the developer.

For the benefit of Mr. Smotic and Ms. Kasher, Mr. Wrathell provided a brief overview of the CDD’s purpose and pointed out that several of Mr. Smotic’s concerns are not related to the CDD. He explained that, generally, the CDD does not have authority to address issues on private property because the CDD is a public entity; public funds cannot be used to improve private property.

Mr. Smotic reiterated that he wanted the “stuff” out of the lake and indicated that, if necessary, he would do it himself.

Supervisor referred to the Wild Oaks Gate question and advised that every gate has video cameras.

Mr. Wrathell noted that Wild Oaks was previously a swamp; therefore, it has many special permit requirements so the District does not have the same latitude as it would in other areas. He stressed that trees cannot be removed simply because someone wants them removed, due to the deeper level of environmental issues associated with the property.

Mr. Brendan Zagumennikh, a resident, read the following statement:

*“On March 7, I road my bike on the tennis courts and, when asked to get off, I gave a negative attitude and talked back to an off-duty Sheriff. I want to apologize. My behavior was extremely inappropriate and lacked the respect Sheriff Manfre and the property of Grand Haven tennis courts deserved. I have no excuse for my irresponsible conduct and take full responsibility for my actions. I know that my poor behavior was not appreciated by anyone. As of right now, I have been off of Grand Haven property for about two-and-one-half months. I would do anything in my power to lift the Trespass Warning and be allowed back on to the property. I am again, very sorry with the greatest respect and promise that these terrible actions will never repeat themselves. I was 14 at the time and now have learned my lesson. Thank you.”*

Supervisor Davidson questioned why Mr. Zagumennikh behaved poorly. Mr. Zagumennikh did not know why. Supervisor Lawrence asked what motivated Mr. Zagumennikh to ride his bike on the tennis courts. Mr. Zagumennikh stated that he went to get a drink of water and was told to get off of his bike. Supervisor Chiodo asked which amenities Mr. Zagumennikh wanted to use. Mr. Zagumennikh replied the swimming pool and basketball courts.

Mr. Kloptosky asked Mr. Zagumennikh if he was involved in any prior incidents with the Amenity Manager or on the property. Mr. Zagumennikh indicated that this was the only incident. Mr. Ross stated that he spoke to Mr. Zagumennikh many times about riding his bike on the property. Mr. Kloptosky urged Mr. Ross to discuss the nature of his conversations with Mr. Zagumennikh and whether he was causing damage or doing something that required a reprimand. Mr. Kloptosky stated that he was trying to determine if other incidents preceded the most recent one. Mr. Ross alleged that Mr. Zagumennikh was involved with a group of young people in the community who disrespect the residents. Mr. Kloptosky expressed concern that this is evidence of a pattern of behavior and questioned if Mr. Zagumennikh really “learned a lesson”, as he indicated during his statement. Mr. Zagumennikh recalled one incident when he was part of a group that was throwing wet paper towels in the bathroom. Mr. Kloptosky stated that he thought he was “aware of behavior patterns and that this was one of a number of them” and questioned whether Mr. Zagumennikh’s “pattern” of behavior would continue, as, obviously, the tennis court issue was not the only one. Mr. Kloptosky recalled speaking with Mr. Ross

regarding the alleged damage to the men's room at The Village Center, along with "a couple of other issues". Mr. Kloptosky reiterated his concern about Mr. Zagumennikh's future behavior.

Mr. Zagumennikh stated that he would not do it again and that he was not trying to destroy anyone's property.

Mr. Kloptosky argued that Mr. Zagumennikh implied that this was a single incident but he and Mr. Ross have provided other examples, which caused concern about future issues.

Mr. Zagumennikh stated that he will try to stay away from anyone who does anything to keep himself out of trouble.

Supervisor Lawrence asked if the Trespass Warning could be lifted, temporarily, predicated on good behavior for the next 90 days. Mr. Clark stated "probably not"; when the Trespass Warning is lifted, it is lifted. Mr. Clark noted that the Board could issue a public warning to Mr. Zagumennikh that he could face suspension for one year if a future incident occurs.

Supervisor Gaeta felt that this was a good lesson but agreed with Mr. Kloptosky's assertions about Mr. Zagumennikh. She stated "You've set, more or less, a precedent for your character. I realize you are young and, you know, it is fun when it happens, okay, because you are with the guys but, I'm a bit disappointed".

Supervisor Smith supported lifting the ban, at this time, with a very strong understanding by Mr. Zagumennikh that he is under a microscope and must act with more maturity.

Supervisor Chiodo agreed with Supervisor Smith's position with Mr. Zagumennikh's understanding that any incident in the future will cost him a significant suspension.

Supervisor Lawrence agreed with Supervisors Smith and Chiodo. He hoped that Mr. Zagumennikh learned from this incident.

Supervisor Gaeta concurred with the other Supervisors and voiced her opinion that Mr. Zagumennikh could set an example and demonstrate to his friends how to be better.

Supervisor Davidson supported lifting the Trespass Warning and agreed that Mr. Zagumennikh has the opportunity to be a role model and urged him not to let his friends "pull him down". He recommended that the District send a formal, written, first warning, stating that there was a history and that future violations could result in suspension.

Supervisor Gaeta thanked Mr. Zagumennikh for speaking before the Board.

**On MOTION by Supervisor Davidson and seconded by Supervisor Gaeta, with all in favor, rescinding the Trespass Warning Notice issued to Mr. Brendan Zagumennikh, effective immediately, and authorization to send a first, formal warning letter to Mr. Zagumennikh, outlining prior incidences, were approved.**

**FOURTH ORDER OF BUSINESS****CONSULTANTS, GUEST REPORTS & PRESENTATIONS****A. Blue Ribbon Pools**

Mr. Maurice Bushroe, President of Blue Ribbon Pools (Blue Ribbon), recalled that an anomaly occurred after the pool was resurfaced. A larger than normal amount of calcium came to the surface. He stated that the manufacturer inspected the pool, acknowledged that the issue was with the material and recommended a course of action; the issue was not related to installation. Mr. Bushroe discussed the surfacing material, the resurfacing process, the issues that arose and the treatments performed to rectify the issue. He explained that an in-water treatment was not aggressive enough so the pool was drained and an acid treatment was performed. Mr. Bushroe stated that the surface appearance was better following the first acid treatment but still contains slight color variations. The pool was evaluated again and the manufacturer believed that over time, the surface color would blend and there would be no noticeable differences. Mr. Bushroe, Mr. Kloptosky and the manufacturer agreed to schedule 30, 60, 90 and 120 inspections; the 60-day inspection will occur in about two weeks. If the surface does not blend properly, the next step would be determined. He confirmed Blue Ribbon's commitment to its warranty, including making the pool commercially acceptable; the current issues are under warranty.

Mr. Kloptosky asked if Blue Ribbon's ten-year warranty is only for materials or if it includes labor. Mr. Bushroe stated that the material warranty is ten years and the materials warranty is one year. Mr. Kloptosky asked if the District would be responsible for labor costs, if the pool were resurfaced in two years. Mr. Bushroe indicated that, in his experience, the manufacturer will support Blue Ribbons warranty; generally, if the pool must be resurfaced, the manufacturer would pay Blue Ribbon to do it. Mr. Kloptosky agreed that the manufacturer's letter stated that they would support Blue Ribbon; however, he wanted a commitment from the manufacturer. Mr. Bushroe advised that he is negotiating with the manufacturer and wholesalers

but, bottom line, Blue Ribbon is responsible to the District. Mr. Kloptosky contended that, per the contract, labor only carried a one-year warranty. Mr. Bushroe will ask the manufacturer if they will provide a longer labor warranty. Mr. Kloptosky voiced his opinion that the contract was vague, with regard to the labor warranty.

In response to Supervisor Gaeta's question, Mr. Bushroe confirmed that the pool is safe to use; this is an aesthetic issue.

Regarding a comment by Mr. Bushroe that the pool surface was designed to be acid washed throughout its lifetime, Mr. Kloptosky recalled that the pool had been acid washed twice, already and another is possible soon; he asked if that leaves only one more acid wash that could be performed over the next ten years. Mr. Bushroe indicated that the acid wash during installation does not count; he stressed that subsequent acid washes are strictly cosmetic but noted that, since one was already performed, care should be taken during future acid washes.

Supervisor Davidson surmised that the District wants a written commitment covering the other nine years of the labor costs, to match the ten-year materials warranty. Mr. Bushroe stated that he cannot make commitments on behalf of the manufacturer but will speak to them.

Mr. Kloptosky advised that he is holding a \$22,100 invoice from Blue Ribbon for the balance owed on the project. He questioned whether to continue withholding payment, since, technically, the District has not "accepted" the work. Mr. Kloptosky believed that 75% of the issue was resolved but 25% still had issues.

Supervisor Davidson asked the cost to refill the pool, if it must be drained and acid washed again. Mr. Bushroe confirmed that Blue Ribbon will reimburse the District for the water costs. Discussion ensued regarding calculating the cost.

Mr. Bushroe indicated that the Florida Swimming Pool Association Standards would find that the pool is in its warranty period. He referred to Mr. Kloptosky's reference to the District's acceptance of the pool and asked what the Board defines as acceptance.

Supervisor Davidson asked Mr. Kloptosky if the pool was at an "acceptance" level. Mr. Kloptosky replied no because of the appearance in the shallow end; however, he believed that the shallow end might improve if it is acid washed again.

Discussion ensued regarding how much to withhold from the \$22,100 final invoice. Mr. Bushroe felt that withholding 10% would be appropriate. Mr. Wrathell recommended withholding 50%. Supervisor Davidson felt that withholding 25% was fair.

Mr. Kloptosky agreed that withholding 25% was fair, provided that the District received written confirmation from Blue Ribbon that the ten-year warranty extends to labor costs, as well.

Mr. Bushroe pointed out that a ten-year warranty on labor costs would be unprecedented in the industry and that this term was not in the contract when the project began. He indicated that he would work with the manufacturer on a commitment for an extended time, beyond Blue Ribbon's one-year warranty on labor. Mr. Bushroe was not comfortable with the District continuing to withhold 25% to 50% of the final payment, if the manufacturer does not commit to the warranty of labor costs for another nine years.

If a labor commitment cannot be provided, Mr. Wrathell recommended that the District withhold payment of at least 50% of the final invoice amount. Mr. Bushroe questioned if, by labor commitment, Mr. Wrathell meant a full ten-year warranty on labor. Supervisor Smith felt that a ten-year labor commitment was not reasonable for the District to require, as it was not part of the original contract. Mr. Kloptosky stated that the District has a problem with the pool and, during discussions, it was mentioned that the pool might need to be resurfaced sometime in the future. Mr. Kloptosky wanted a commitment that, if the pool required resurfacing because of an anomaly in the product, the District would not have to pay the labor costs. Mr. Bushroe indicated that the final appearance of the surface would be known within six to nine months. Mr. Bushroe was agreeable to moving the one-year labor warranty start date to 120 days from the date the project was completed. Mr. Kloptosky stressed that he wanted assurance that someone other than the District would be committed to paying labor costs related to resurfacing the pool, if necessary, after one year. Mr. Bushroe indicated that, essentially, Blue Ribbon would be extending its one year warranty to two years, which would cover the time frame that Mr. Kloptosky was worried about.

Mr. Clark will prepare a memorandum of understanding regarding extending the labor warranty and the District will release 75% of the remaining balance. He will also prepare a contract amendment.



**On MOTION by Supervisor Davidson and seconded by Supervisor Gaeta, with all in favor, authorization for District Counsel to prepare a memorandum of understanding regarding extending the labor warranty, payment of 75% of the \$22,100 balance, withholding payment of the 25% remaining balance until all matters are resolved and the pool is accepted by Mr. Kloptosky, which commences the warranty period, were approved.**

## **B. Celera IT**

Mr. Mark Rohrbeck, of Celera IT Services, Inc. (Celera), provided a brief history of the firm and his experience. He joined Celera in 2009. Celera handles about 200 computers and 20 servers; the firm currently has three employees and plans to hire another staff member.

Mr. Rohrbeck discussed the unlimited services contract option and what it covers, compared to the District's current plan, and presented the Agreement for Professional Services. Per Schedule A, the monthly cost for unlimited services, based on the District's current equipment, would be \$1,050, paid in advance, in 12 monthly installments; the fee would be adjusted if additional equipment is added. He noted that web protection was omitted from the contract but is included in the quoted monthly fee.

Supervisor Gaeta asked if the District's information was in The Cloud. Mr. Rohrbeck replied no, the District's information is local. Supervisor Davidson recalled Ms. Higgins advising the Board that information was already being backed up in The Cloud. Mr. Rohrbeck clarified that information is backed up in The Cloud but the working data is not; there is a local back up and encrypted back up in The Cloud.

Supervisor Davidson asked if the system includes the scanners for the Smart Amenity Access Cards (SAACs) and whether it is included into the CRM. Ms. Higgins advised that the computers with the SAAC scanner software are included. Supervisor Davidson asked if the plan includes integration with DoorKing, Inc., (DoorKing), and the system that operates the gates. Mr. Rohrbeck stated that Celera's work with DoorKing is included in the contract. Supervisor Davidson questioned if the interface between the DVRs and cameras are integrated with the system. Mr. Rohrbeck indicated that those are with Web WatchDogs Surveillance Camera Systems (Web WatchDogs) but they are in the same building as Celera so the two can coordinate to resolve any issues; Celera previously worked with Web WatchDogs on CDD items. The

cabinet that the District wants to install to house equipment was not included in the contract, as it would be a separate project.

Mr. Wrathell advised that, for Fiscal Year 2016, the IT budget was increased to \$7,500; more must be budgeted if the District enters into the unlimited services contract. Mr. Kloptosky felt that a decision was not necessary, immediately; it can be considered at another time. Supervisor Smith recalled comparing the costs at the previous workshop. Supervisor Chiodo noted that, based on the current contract, extra hourly costs make it nearly breakeven between the contracts.

Supervisor Smith asked if Celera's three employees included Mr. Rohrbeck and how many performed technical work. Mr. Rohrbeck replied affirmatively and indicated that Celera has one administrative and two technical employees but another technical person will be hired. Supervisor Smith wanted to know if there were sufficient employees to respond, should Mr. Rohrbeck be working on another project. Mr. Rohrbeck replied affirmatively. Regarding service, Mr. Rohrbeck indicated that service is provided Monday through Friday; however, issues at other times will be addressed.

Supervisor Smith supported entering into the unlimited services agreement, provided Celera include the IT equipment cabinet project, at no charge, as a "signing bonus". Mr. Rohrbeck was agreeable.

The Board was in favor of entering into the agreement. Mr. Kloptosky expressed concern about approving it now, as he wished to "comparison shop". It was noted that the termination policy is 30 days. Supervisor Smith pointed out that, with a 30-day termination clause, the District could terminate and hire another provider, if a better price is obtained. Supervisor Smith felt that the quoted amount was fair. Supervisor Lawrence pointed out that Celera is local. Mr. Rohrbeck indicated that monthly reports could be produced, if necessary, documenting the monthly activities. Mr. Kloptosky asked if the cost could be negotiated. Mr. Kloptosky clarified that he did not want to reduce the level of service; he just wanted to negotiate a lower price. Mr. indicated that he would review the fee schedule. Mr. Wrathell noted that he pays slightly less than the quoted amount for Management's IT service but has double the number of computers; therefore, he felt that there was room to negotiate.

**FIFTH ORDER OF BUSINESS****CONSENT AGENDA ITEMS****A. MINUTES**

- i. **Approval of April 2, 2015 Continued Meeting**
- ii. **Approval of April 2, 2015 Community Workshop**
- iii. **Approval of April 16, 2015 Regular Meeting**

**B. UNAUDITED FINANCIAL STATEMENTS**

**i. Approval of Unaudited Financial Statements as of April 30, 2015**

Mr. Wrathell presented the Consent Agenda Items for the Board's consideration.

Mr. Wrathell noted that Supervisor Gaeta previously submitted edits to the minutes.

Supervisor Davidson referred to the \$21,440 "Accounts receivable (rev deferred)" line item, on Page 1, and asked what it was. Mr. Wrathell believed it was related to the Marlin Drive Pump House project and a portion of the amount owed by Escalante Golf (Golf).

Supervisor Lawrence pointed out the "Amenity maintenance", Community maintenance" and "Guardhouse gate facility maintenance" line items, with expenditures of \$93,000, which was 15% above budget. He asked why the expenses spiked and whether it would continue.

Mr. Wrathell noted that those line items were increased in the proposed Fiscal Year 2016 budget.

Supervisor Lawrence asked what caused the increase in Fiscal Year 2015. Mr. Kloptosky recalled road repairs that were not typical, along with pond repairs, aerators, etc. that likely caused the increase.

The following change was made to the April 16, 2015 Regular Meeting Minutes:

Line 233: Change "\$28,000" to "\$40,920"

**On MOTION by Supervisor Lawrence and seconded by Supervisor Davidson, with all in favor, the Consent Agenda Items, as amended, were approved.**

**SIXTH ORDER OF BUSINESS**

**STAFF REPORTS**

**A. District Engineer**

This item was discussed following Item 6.A.

**B. Amenity Manager**

**i. Price Quote from Resource One Cleaning Supplies for Dish Washers [\$7,150]**

Mr. Ross indicated that AMG pays an \$85 per month lease for the dishwasher in the kitchen and the District owns the other dishwasher; both required replacement. The new

dishwashers will arrive next week. Mr. Ross confirmed that the AMG invoice will be credited \$85 per month, since the District now owns both dishwashers.

Supervisor Gaeta asked if Mr. Ross obtained other proposals. Mr. Ross replied affirmatively, recalling that the original price for two dishwashers was \$11,000 but he obtained a price of \$7,150. Supervisor Gaeta stated that she was not familiar with the company that Mr. Ross purchased the dishwashers from and questioned if he contacted Hobart or other larger manufacturers. Mr. Ross replied yes but found them too expensive. Supervisor Gaeta asked the age of the old dishwashers. Mr. Ross believed the dishwashers were nine years old. Supervisor Lawrence pointed out that the old dishwashers were not new when the District acquired them; they were second-hand or reconditioned. In response to Supervisor Gaeta's inquiry, Mr. Ross confirmed that the dishwashers come with a 2-year labor and parts warranty. Supervisor Davidson pointed out that the Board previously approved the purchase and questioned why it was being discussed.

In response to Mr. Woodville's question, Supervisor Chiodo confirmed that, each month, AMG should credit the District \$85, which is what they received under their contract when one dishwasher was being leased.

Mr. Ross advised that, beginning June 6, 2015, the Tiki Bar at Creekside will be open on Saturday and Sunday from 12:00 p.m., to 6:00 p.m, on a trial basis. He confirmed that the Tiki Bar will remain open if it is busy at closing time. Mr. Ross indicated that hot dogs, burgers, salad and ice cream, in addition to beverages, will be available at the Tiki Bar. He noted that the Tiki Bar will be cash-only.

▪ **District Engineer**

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

Mr. Munson indicated that work on the Annual Bond Report was underway.

Regarding the Creekside parking lot expansion project, Mr. Munson reported that the utility agreements are pending. Once finalized, Mr. Kloptosky can provide the agreements to the City. In response to Mr. Kloptosky's question, Mr. Munson stated that Cline would submit a permit application when they are prepared to build.

Mr. Clark recalled that the utility agreement involves the \$8,000 fee that the City imposed, which the District planned to protest. He contacted the City Attorney because the first agreement was inappropriate, as it was for initiating a new service. The City Attorney agreed and drafted an amendment, which was provided to City Staff on May 6. Mr. Clark received

notification that City Staff made changes and the agreement is undergoing a review. In response to Supervisor Davidson's question, Mr. Clark confirmed his opinion that the District is obligated to pay the \$8,000 fee. Mr. Clark explained that the capacity used by the District was reevaluated and it was determined that usage was double; therefore, the capacity was adjusted.

Discussion ensued regarding whether the District received a credit for sewer related to water used to fill the pool. Mr. Kloptosky will review the water bills.

Supervisor Davidson asked if the project can proceed, once the District pays the \$8,000. Mr. Munson indicated that the plans, affidavits and other documents would be submitted to the City. Supervisor Gaeta recalled that the residents east of Colbert Lane do not pay sewer charges and questioned if the same was true for Creekside. Supervisor Lawrence explained that the only way to receive a rebate on sewer is to submit a form when filling a pool.

Mr. Chip Hunter, a resident, clarified that the rate difference referenced by Supervisor Gaeta was for stormwater drainage.

Regarding the Sailfish Drive project, Mr. Munson reported that the contract calls for the District Engineer to be part of construction and administrative services related to the project, including the preconstruction meeting, three site visits per week, reviewing shop drawings and project certification. He questioned if the Board wanted his firm to participate in those activities.

Mr. Kloptosky acknowledged that those tasks should be completed by the District Engineer but wanted a proposal from the District Engineer. Mr. Munson stated that, previously, a budget of about \$4,000 was set aside. Mr. Munson pointed out that the contract calls for three, four-hour site visits per week throughout the project and questioned if that was an error and the correct number should be three site visits over the life of the project. Mr. Kloptosky agreed that three per week was probably not necessary. Mr. Munson noted that it would increase the cost greatly if the requirement was three, four-hour site visits per week.

Mr. Kloptosky advised that the contract was forwarded to Cline but there were questions regarding permit responsibility. He explained that the contract wanted Cline to be responsible for permits but Cline's proposal did not include permitting; therefore, Cline will charge costs plus 5% for permit related work. A revised contract was provided to Cline and work can commence once all parties execute it.

Supervisor Davidson stressed the importance of the project and pointed out that the rainy season is near. Mr. Kloptosky noted that the commencement date in the contract might need to be adjusted.

Regarding The Village Center parking lot expansion, the Board advised Mr. Munson to discontinue work on this project at this time.

**\*\*\*The meeting recessed at 11:37 a.m.\*\*\***

**\*\*\*The meeting reconvened at 12:17 p.m.\*\*\***

### **C. Field/Operations Manager**

Mr. Kloptosky provided a status of the pickleball courts. He advised that the fence was completed and the playground fence was repaired. It is now running parallel to the fence around the pickleball courts, with about 5' between, where landscaping will be installed. The court will be flash patched to ensure it is level, with no puddles, and then painted. Mr. Kloptosky anticipated completion in two to three weeks.

With regard to the Creekside croquet court resurfacing project, Mr. Kloptosky indicated that the project is progressing well. The sod will be mowed to ¼". He stated that, as it is mowed, it turns brown, in many areas, until the grass recuperates.

Mr. Kloptosky reported that the Crossings entrance gate project was completed yesterday. Security guards worked overnight, to ensure there were no glitches in the equipment. Mr. Kloptosky reviewed photos of the project, from removal to installation of the new gates.

Mr. David Reisman, a resident, complimented Mr. Kloptosky on the project, which ran smoothly and was completed timely. He also noted that the security guards "did a terrific job".

Mr. Kloptosky recalled that the Board requested a proposal from ABM Security regarding an extra guard for the main gate, five days per week, five hours per day. A proposal was distributed to the Board, for review. In response to a question from Supervisor Davidson, Mr. Kloptosky confirmed that, currently, there is no second guard. Supervisor Davidson asked if there were backups, as a result. Mr. Kloptosky advised that Ms. Gartzke confirmed that there were periodic backups. Supervisor Davidson asked if backups occur at a specific time of day or day of the week or if they are intermittent. Mr. Kloptosky felt that the backups occurred during the five-hour period that the second guard was stationed at the gate.

Supervisor Davidson asked if the returning "snowbirds" helped to control some of the backups. Mr. Kloptosky indicated that there were many factors. He advised that, on several occasions, a second guard was stationed at the gate, for short periods, and the backups decreased significantly. Supervisor Davidson suggested continued monitoring and, when Mr. Kloptosky feels it is necessary, the second guard may be implemented. He asked Mr. Kloptosky to inquire about the lead time for implementation.

Mr. Wrathell noted potential budget implications and recommended including the additional guard in the Fiscal Year 2016 budget.

Supervisor Smith requested additional data with regard to timing. He noted that there is higher volume during “snowbird” season but other events, such as Spring Break or the Easter holiday, may trigger backups. Supervisor Chiodo observed a backup two days ago and it was not Spring Break or a holiday. Ms. Higgins reported a backup this morning. Mr. Kloptosky confirmed that, when the second guard is present, there are no backup issues.

Supervisor Lawrence pointed out that the Board identified the backups as a potential safety issue; he felt additional data should be obtained and the Board should plan to make a decision at the next meeting.

Mr. Kloptosky discussed an issue regarding the City of Palm Coast and the reuse pond. Referring to a photo, he advised that the box contains the City owned transponder equipment, which sends signals back and forth to the City offices to automatically refill the District’s reuse pond, based on the float valve located in the pump house, in the water pit. In another photo, Mr. Kloptosky noted that the transponder burned up about one year ago; it was replaced once and it burned up again. The next photo showed the current status of the box, which is currently not working. This means that the City is not receiving a signal when the reuse pond should be refilled.

Mr. Kloptosky recalled that, several months ago, the pond overflowed because City staff turned the water on, manually, and forgot to turn it off. He reported that, on two occasions, this past week, staff found the pond empty. Mr. Kloptosky referred to a photo of the empty pond and indicated that there is no water running into the pit in the pump house; therefore, when the pumps “kick on”, there is no water. There is a failsafe for the pump system to shut down and, on both occasions, the pumps did shut down. Mr. Kloptosky expressed a concern that the system could fail, and the pumps could burn out. If the shutoff switch failed, the District would have about \$30,000 of burned up pumps.

Supervisor Davidson asked why the City has not repaired the box. Mr. Kloptosky stated that staff spoke with the City about the issue and they were very nonchalant about it. He suggested that the Board or District Counsel send a letter to the City, immediately. Supervisor Davidson recommended that Mr. Kloptosky and Ms. Andrea Knox, or an end user representative, meet with whoever is in charge of the system and immediately “get this straightened out”.

Supervisor Chiodo asked about the arrangement between the City and the CDD relative to the workings of the system. He indicated that there should be an agreement. If there is an agreement, the CDD needs to “rattle the chain” because, if the system does not work, the City should be held accountable for damages.

Supervisor Davidson asked Mr. Clarke to research an agreement regarding the City’s obligation. Mr. Clarke noted that he may have the agreement from the previous exercise with the pump house. Supervisor Davidson recommended Escalante LLC’s involvement.

Supervisor Lawrence advised that the City must be made aware that, if the pumps fail, repairs will cost them \$30,000.

Mr. Wrathell suggested sending a follow up letter, after the meeting with the City, along with photos of the pond and the inside of the pump station, with a brief explanation of how it works. Supervisor Davidson suggested that Mr. Woodville and a PBM representative attend the meeting with the City.

Mr. Kloptosky provided photos of the 55 and 57 Osprey Circle project and noted the depth of the trench, where pipes were replaced. He explained that the new pipes are a better product and are joined with a sealer, as well as an outer seal, to prevent separation. The area was sodded and the irrigation heads were changed to spray the entire easement. Spartina grass will be planted around the outfall. Mr. Kloptosky stated that the owner asked him to remind the Board that a list was provided.

Supervisor Chiodo asked if part of the previous irrigation system was in the easement area. Mr. Kloptosky replied affirmatively. Supervisor Chiodo asked if there should be irrigation pipes in the easement area. Mr. Kloptosky replied no.

Supervisor Davidson noted that the Board must approve policies for the easements prior to making decisions; decisions will be made consistent with the new policy.

## **TIME CERTAIN: 12:00 P.M., PUBLIC HEARING TO ADOPT AMENDMENTS TO POLICIES AND FEES FOR ALL AMENITY FACILITIES**

*\*\*\*This item, previously 7.E., was presented out of order.\*\*\**

- **Public Hearing to Adopt Amendments to the Policies and Fees for all Amenity Facilities Which Govern the Operation of Certain Facilities of the District**
  - i. **Affidavits of Publication**
    - **Notice of Rule Development**



- **Notice of Rule Making**

Mr. Wrathell presented the Notice of Rule Development and Notice of Rule Making, setting today's Public Hearing.

- ii. **Consideration of Resolution 2015-5, Adopting Amendments to the Policies and Fees for All Amenity Facilities Which Govern the Operation of Certain Facilities of the District**

Mr. Wrathell presented Resolution 2015-5 for the Board's consideration. He referred to Exhibit "A", revising Page 25 of the fishing policy.

The following corrections were made:

Paragraph 1, line 7: Change "Staff o" to "Staff to"

Paragraph 2, line 4: Change "fishin" to "fishing"

Paragraph 2, line 4: Change "violte" to "violate"

Paragraph 2, line 6: Change "an Restricted area" to "a Restricted area"

Paragraph 2, line 5: Change "Whethersuch" to "Whether such"

Mr. Wrathell read the following in to the record:

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

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

Supervisor Smith felt that the language in the policy prohibited an owner from allowing someone to fish behind their house.

Supervisor Davidson pointed out that, if an owner is allowing a neighbor, or anyone else, to fish on their property, the owner is not initiating a trespass claim.

Mr. Clarke stated that the Board must decide whether the person is a “daily guest” or a “house guest”. Family members or those residing in a house will be permitted to fish on the property; however, if someone is invited, such as a friend, to fish in the owner’s yard, he asked if that is that something that the Board wanted to permit or if that person should be treated as any other guest in an amenity.

Supervisor Davidson reiterated that the owner is not initiating a trespass claim if the owner is allowing someone to fish on their property and knows who the person is.

Supervisor Lawrence recalled that the Board made the ponds an amenity; if he has a visitor and that visitor wants to use an amenity, the visitor must purchase a daily pass. If he invites someone to his home and they go fishing in a pond in his yard, the visitor should pay \$10 for a daily pass.

Supervisor Davidson clarified that he was referring to inviting a neighbor or someone who resides in another village, who is a member of the community, to fish in his/her pond. He asked if this would trip a trespass order, based on the language. Mr. Clarke stated that Supervisor Smith was correct in stating that this is a violation.

Supervisor Smith referred to paragraph 2, lines 1 and 2, which states “*no persons shall fish in the area between the lake/retention pond and a private residence.*”

Supervisor Lawrence pointed out that, if the invitees are not residents, each must purchase a daily pass. If he invites three neighbors to fish in his yard, a pass is not required; however, since the invitees do not reside in his house, they are in violation.

The following change was made:

Paragraph 2, line 3: Add: “*or invitees of persons residing in that private residence who otherwise have rights to use the amenity facilities.*” after “*except for persons residing in that private residence*”.

Mr. Chip Howden, a resident, asked if “or who otherwise have rights” refers to residents or invitees.

The following change was made:

Paragraph 2, line 3: Change “who otherwise” to “and who otherwise”

Mr. Wrathell opened the Public Hearing.

No members of the public spoke.

Mr. Wrathell closed the Public Hearing.

**On MOTION by Supervisor Davidson and seconded by Supervisor Lawrence, with all in favor, Resolution 2015-5, Adopting Amendments to the Policies and Fees for All Amenity Facilities Which Govern the Operation of Certain Facilities of the District, was adopted.**

**D. District Counsel**

**i. Traffic Light Bond**

This item was discussed after Item 6.D.iv.

**ii. Creekside Impact Fee**

This item was discussed previously.

**iii. Sailfish Drive**

This item was discussed previously.

**iv. Stormwater Easement Rule**

Mr. Clarke indicated that the stormwater easement rule is being developed.

With regard to the traffic light bond, Mr. Clarke reported that, late Friday afternoon, the county sent a notice with their recommendation of denial and advising that a meeting will be held on Monday, at 5:00 p.m. On Monday morning, Mr. Clarke requested a continuation of the matter, as the notice was inadequate; the county agreed.

Mr. Clarke indicated that the county wanted to keep the traffic light bond, based on the theory that the money can be kept until the city's traffic engineer determines that a traffic light is necessary.

Mr. Clarke noted that, in 1998, the developer controlled CDD signed a plat agreement with the county in which the CDD would provide a cash bond and the county would install a traffic light when the county engineer mandated, with no time limitation. The project shifted to the city and the city changed the condition in the DRI to relate to the front gate and commercial area. The county's report recognized this but indicated that the city had not "weighed in yet". Mr. Clarke recommended efforts to have the city "weigh in" and indicate that the traffic studies were reviewed and a light is not required.

Mr. Clarke explained that, if he can document, to the county, that the development is built out, traffic studies were completed and the city reviewed the studies for the commercial and

indicated that no light is required, essentially, the county is saying that a light may be required, in the future, because of other developments. At that point, the District has a basis to object, as the District did not give the money to the county for other developments; however, the county may deny the request.

Mr. Clarke suggested requesting all traffic studies from the city, sending a letter to the county, along with a public records request, asking for all traffic studies and traffic light warrant studies, summaries of all vested but unbuilt development being counted and asking if funds were obtained from other developers and the commitments associated with those funds.

Mr. Clarke advised that, while the agreement has no end date, the bond was provided 17 years ago and there is a reasonable time in which the county must determine that no light will be installed.

Mr. Clarke indicated that, if the county will not return the money after these steps are taken, there is a process in the Florida statutes, in Chapter 164, to request mediation between government entities. He stated that, at a future meeting, he will advise the Board whether they are wasting their time or there is an argument to be made and the CDD should force the county to meet, outside of litigation.

Supervisor Davidson pointed out that the initial obligation was provided by a developer controlled CDD and that the original description was for signalization at the south entrance and it was moved to the main entrance. He felt that the CDD had some considerations regarding the flow in and out of a four-unit strip mall, across the street and its affect on the interior traffic flow and that installing a signal at the main intersection is not a good idea. With regard to location, Supervisor Davidson stated that the south entrance was a safer location.

Supervisor Davidson pointed out that the money was to cover a traffic light in 1998; if the CDD acquiesces and becomes responsible, the traffic light will now cost \$300,000. He questioned whether the CDD must pay the additional costs.

With regard to the plat agreement, Mr. Clarke indicated that, in 1998, the developer controlled CDD Board signed a plat agreement with the county suggesting that, when the county requests installation, the CDD will pay the cost. The agreement named the CDD as the developer and states: "The developer shall pay all costs associated with the installation of the traffic signal. Design and construction shall be approved by the Flagler County Engineer." This is to occur when requested by the Flagler County Engineer.

Supervisor Davidson felt that the agreement confirmed his thought that the CDD would be required to pay the future cost of the signal.

Supervisor Davidson advised that, the traffic studies that indicated that no signalization was needed, were performed by the developer, Mr. Jim Cullis, rather than the city. Mr. Cullis indicated that he does not want to pay for the traffic light and the agreement indicates that the CDD may be responsible; therefore, this is not a simple matter and he recommended caution.

The Board agreed that Mr. Clarke should continue his efforts and obtain additional information.

**E. District Manager**

**i. Upcoming Community Workshop/Regular Meeting Dates**

○ **COMMUNITY WORKSHOP**

- **June 4, 2015 at 10:00 A.M.**

The next workshop is scheduled for June 4, 2015 at 10:00 a.m., at this location.

○ **REGULAR MEETING**

- **June 18, 2015 at 10:00 A.M.**

The next meeting is scheduled for June 18, 2015 at 10:00 a.m., at this location.

**SEVENTH ORDER OF BUSINESS**

**BUSINESS ITEMS**

▪ **Updates: Revised Policies**

*\*\*\*This item, previously Item 7.C., was presented out of order.\*\*\**

• **Storm Water Right-of-Way Utility Easements**

Supervisor Davidson referred to the draft “Grand Haven Community Development District Policy for Storm Water Right-of-Way Utility Easements” and indicated that the initial statement will end before the word “BREAK”, on Page 2.

With regard to property with a utility easement, Supervisor Lawrence asked if he, as the property owner, has an obligation to find out what restrictions exist before placing anything over or in an easement. Mr. Clarke replied affirmatively.

Supervisor Davidson read the draft policy. The following changes were noted:

Bullet 1, line 4: End sentence after “maintenance”

Supervisor Smith noted a conflict between Bullet 1 and Bullet 3.

Bullet 1, line 1: Insert: “Except as set forth herein” before “no obstructions...”

Add bullet point: “No irrigation piping and hardware should be located within an easement area.”

Page 1, last paragraph, line 3: Change “lot owner” to “property owner”

Page 1, Paragraph 5: Insert “and other applicable laws and regulations” after “St. John’s River Water Management District”

If there is no CDD easement, Supervisor Davidson asked if the CDD has the right to go across private property to do what is necessary to repair the stormwater management system if a street is flooding. Mr. Clarke advised that the homeowner may try to prevent the CDD from making repairs because there is no easement and the CDD may have to declare an emergency situation. The CDD has a statutory obligation to resolve the issue and repairs must be made.

In response to a question from Supervisor Smith, Mr. Clarke indicated that the easements give the District a lot of latitude to make repairs and, based on the fact that the CDD is designated as the maintenance entity, the stormwater permits give the CDD rights, by rule and statute, to perform maintenance. He explained that the CDD will adopt a rule declaring that, where the District has stormwater facilities, these rules will apply and the District is going to enforce them. The right flows from the easements that were granted to the District and the District is also the permit holder.

Supervisor Davidson clarified that another rule is necessary because, when Ms. Leister completed the survey, she found that some areas do not have easements and the CDD may need to enter.

A resident asked how the rule would be disclosed to potential buyers. Supervisor Davidson stated that the rule will be disseminated to the ADCs and the HOA and may also be sent to the builders.

Supervisor Davidson recommended that District Counsel continue to refine the verbiage.

Mr. Natiello voiced his opinion that the Board gave the horticulturalist far too much credit. She does not review every modification. Currently, the ADC ensures that nothing is planted in the easements; Ms. Leister only reviews new construction.

Mr. Bob \_\_\_\_\_, a resident, asked if an easement ends with the sidewalk. Mr. Clarke indicated that the easement stops at the lot line, where the lot intersects with the right-of-way. Mr. \_\_\_\_\_ asked if “not placing any structures in the easement” includes the mailboxes on the other side of the sidewalk. Supervisor Lawrence asked if the rule must address sidewalks.

Mr. Howden inquired about vegetation and stated that, if he has a tree that is encroaching, he wants the opportunity to move the tree rather than the CDD moving it and billing him.

This item will be continued to the workshop. Supervisor Davidson asked to have the two consent agenda agreements on the workshop agenda.

Supervisor Lawrence noted that much of the stormwater system lies on golf course property. He indicated that the CDD has accountability for maintaining the system and asked if this document must include golf course responsibility. Mr. Clarke will advise.

Mr. Kloptosky reviewed the questions submitted by Mr. Keith Marvin regarding the stormwater pipe replacement and easement clearing at 55 & 57 Osprey Circle.

The following answers will be provided to Mr. Marvin:

1. No compensation will be provided for trees removed
2. New irrigation was installed for both houses
3. Field Operations Manager will inspect both houses. If necessary, his staff will hose down the houses, clean the windows and report results to the Board
4. CDD will not warrantee sod
5. Obtaining letter from the HOA regarding tree count is not a CDD issue – letter will be sent to HOA explaining the situation
6. Palm and landscaping will not be replaced
7. District is not responsible for wells (not disturbed and are working fine)
8. Mailbox will be reinstalled (new location to be evaluated and pending permitting)
9. No new plants or landscaping
- **Clearing, Development and Planting of District-Owned Detention Pond Lake Banks**

This item was not discussed.

- **Consideration of/Decision on: Resolution 2015-4, Approving the District's Proposed Budgets for Fiscal Year 2015/2016 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; and Providing An Effective Date**

***\*\*\*This item, previously Item 7.A., was presented out of order.\*\*\****

Mr. Wrathell presented Resolution 2015-4 for the Board's consideration. He explained that, each year, the District is required to approve a draft budget prior to June 15 and set a public hearing date. The public hearing cannot be held earlier than 60 days from the date the draft budget is approved and is typically held at the first meeting in September. Revisions may be made between now and the time the budget is adopted.

Mr. Wrathell discussed what was being proposed regarding a prospective increase for the next fiscal year.

Mr. Wrathell noted the current year and projected assessments. He explained that the District has the same assessable 1,914.7 units; four are owned by Mr. Cullis and have not been finalized. The budget contains about \$9,000 in excess revenue; therefore, if the four units are removed, the District is covered.

Mr. Wrathell indicated that a \$51.17 increase is projected for the “General Fund” and a \$21.06 increase in “Infrastructure reinvestment”, with the “Debt Service Fund” remaining constant.

Mr. Wrathell reviewed the “General Fund Budget Summary” on Page 2. Under “Revenues”, “Assessment levy: general”, he explained that the budget assumed increasing the overall assessment levy to \$2,737,019, which is the amount the District must collect to fund the budget. “Infrastructure reinvestment” reflects the prospective increase. Mr. Wrathell noted that “Reuse water” was adjusted downward, from \$37,000 to \$32,000, because it was under budget in Fiscal Year 2015. He stated that “Tennis” and “Room rentals” increased slightly. With regard to “Interest and miscellaneous”, Mr. Wrathell explained that the amount was high due to receipt of funds from Escalante, LLC. He indicated that interest income was reduced to \$5,500.

With regard to “Expenditures”, Mr. Wrathell noted a slight CPI adjustment for “District management”, “Administrative”, “Accounting” and “Assessment roll preparation”. “Audit” increased by \$200, which was a CPI adjustment. “Legal – general counsel” increased from \$68,900 to \$72,000. He explained that legal expenses related to infrastructure reinvestment will be reallocated. Supervisor Smith voiced a preference to keep all legal expenses in this category. The amount budgeted for “Legal – general counsel” will be changed to \$90,000. Engineering was reduced from \$40,000 to \$18,000, as a portion was allocated for infrastructure reinvestment.

Mr. Wrathell indicated that, based on today’s conversation, “IT support” will be increased to \$15,000. Due to higher trends, “Electric – Village Center - #18308” increased to \$41,500 and “Electric – Creekside - #87064, 70333” increased from \$18,000 to \$21,500. “Aquatic contracts” increased slightly, due to a CPI adjustment, per the contracts. Mr. Wrathell noted that “Horticultural consultant” increased from \$4,800 to \$7,000, based on easement and culvert issues. “Lift truck repairs and maintenance” increased by \$1,000 and “Holiday lights” increased because they were under budget in Fiscal Year 2015. Mr. Wrathell stated that “Payroll” included a 5% increase. “Amenity A/C maintenance and service” was reduced



because it trended under budget. Supervisor Gaeta asked if the amount budgeted for “Amenity Management” will be impacted by the District’s purchase of two dishwashers. Staff will ensure that Vesta does not bill the District for the payment, going forward.

Mr. Wrathell indicated that “Village center telephone, fax” increased from \$9,600 to \$11,000 and “Creekside telephone and fax” increased from \$10,200 to \$11,000 because the amounts were higher, through Fiscal Year 2015. He stated that “Community maintenance” was increased from \$50,000 to \$75,000. Under “Security operations”, “Security staffing contract services” increased to \$120,860; an additional expense category will be created for the additional guard. “Guardhouse and gate facility maintenance increased from \$13,500 to \$17,500 due to actual expenses. “Gate operating supplies” increased because the budgeted amount was exceeded in the last two fiscal years.

Mr. Wrathell called attention to “General infrastructure repair/replacement”, which was reduced to \$590,969 because a larger amount will be allocated toward the Fiscal Year 2018 road project. He reported that the projected “Unassigned” fund balance, through September 30, 2016, was \$1,253,676.

Mr. Wrathell reviewed the “Debt Service Fund Budget - Series 2004-A Bonds”, noting the “Debt service reserve” of (\$37,500) and “Interest expense – November 1, 2016” of (\$2,940). He explained that the District has more than enough money to cover one year of debt service. In response to a question from Supervisor Smith, Mr. Wrathell advised that the bond matures on May 1, 2019.

Mr. Wrathell referred to Page 15 and reviewed the “Debt Service Fund Budget – Series 2008 Bonds”, noting that these bonds apply to all property except for Wild Oaks. He called attention to the “Projected fund balance surplus/(deficit) as of September 30, 2016” of \$161,780.

Mr. Wrathell stated that “Capital Needs” will be updated based on information provided by Supervisor Lawrence. Supervisor Smith indicated that “Unidentified projects should be added to “Capital Needs”. Supervisor Lawrence explained that the list contained identified projects; many projects have not been identified and Mr. Kloptosky will provide the amounts for the items without numbers.

**On MOTION by Supervisor Lawrence and seconded by Supervisor Gaeta, with all in favor, Resolution 2015-4, Approving the District's Proposed Budgets for Fiscal Year 2015/2016 and Setting a Public Hearing Thereon Pursuant to Florida Law for Thursday, September 3, 2015 at 5:00 p.m., in the Grand Haven Room, Grand Haven Village Center, 2001 Waterside Parkway, Palm Coast, Florida 32137, was adopted.**

▪ **Discussion: Capital Plan**

*\*\*\*This item, previously Item 7.B., was presented out of order.\*\*\**

Supervisor Lawrence recalled that, five years ago, discussions ensued regarding the bocce ball court. Residents requested renovations and the Board agreed; however, nothing was done. Since then, money was expended for the tennis court and two new courts are being added. Supervisor Lawrence suggested asking Mr. Kloptosky to make this a priority and, perhaps, complete the renovations in Fiscal Year 2015. Supervisor Davidson noted that there is money left over from Fiscal Year 2014 that was not used in Fiscal Year 2015. He asked about the cost to resurface the bocce court. Mr. Kloptosky indicated that he obtained a proposal for \$25,000 for the bocce ball and shuffleboard courts, which did not include the actual surfaces.

Supervisor Smith asked if the shuffleboard court has much play. Mr. Kloptosky stated that it does not; he considered making it into a second bocce ball court but Mr. Ross indicated that several residents play, mostly children. The bocce group requested more than one bocce ball court because it is used frequently.

Supervisor Smith suggested that Mr. Ross report on actual utilization; if only two or three residents play shuffleboard, occasionally, perhaps two bocce courts should be built. Mr. Ross will provide a report at the next meeting.

▪ **Discussion: Necessity for June 4, 2015 Community Workshop**

*\*\*\*This item, previously Item 7.D., was presented out of order.\*\*\**

Supervisor Davidson indicated that the June 4, 2015 Community Workshop is necessary.

**EIGHTH ORDER OF BUSINESS**

**OPEN ITEMS**

Supervisor Davidson noted many open items related to easements and asked Mr. Woodville to explain Ms. Leister's analysis and determine how many easements have potential problems. He asked the Board Members to bring the May 21, 2015 agenda book to the next meeting.

**NINTH ORDER OF BUSINESS**

**SUPERVISORS' REQUESTS**

Supervisor Davidson advised that he will not attend the June 18 Regular Meeting or the July 2 Community Workshop. Supervisor Chiodo stated that he will not attend the June 18 Regular Meeting.

Mr. Wrathell suggested that the Board make a decision about the June 18 meeting at the June 4 workshop.

Supervisor Davidson reported that he attended the Flagler County CERT Meeting, which was a pre-planning meeting for disaster and shelter, for the entire county. Supervisor Davidson stated that the Grand Haven CERT team was invited to be part of the active volunteer organization to run the RIM Fire Elementary Special Needs Shelter; the team will arrive the day before and set up operations. Representatives from the hospital, Police Department, Fire Department and EEOC were in attendance. Because of the work performed by the team previously, it was realized that the Grand Haven team was the only organized group that knew how to conduct pre and post planning. Supervisor Davidson indicated that 14 Grand Haven CERT Team members attended the meeting and volunteered to remain in the shelters to assist during a mandatory evacuation.

Supervisor Gaeta suggested that the Board attend a ribbon cutting ceremony for the opening of the new courts and that photos be taken of the Board Members.

**TENTH ORDER OF BUSINESS**

**ADJOURNMENT**

There being no further business to discuss, the meeting adjourned.

**On MOTION by Supervisor Smith and seconded by Supervisor Gaeta, with all in favor, the meeting adjourned at 2:24 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair