

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

A Continued Meeting of the Grand Haven Community Development District's Board of Supervisors was held on **Thursday, July 7, 2016** 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  
Peter Chiodo  
Tom Lawrence  
Ray Smith

Chair,  
Vice Chair  
Assistant Secretary  
Assistant Secretary

**Also present were:**

Craig Wrathell  
Howard McGaffney  
Cindy Cerbone  
Scott Clark (*via telephone*)  
Barry Kloptosky  
Robert Ross  
Cindy Gartzke  
Ashley Higgins  
Stacie Acrin  
Al Lo Monaco  
Chip Howden  
Jim Gallo  
Rob Carlton  
Ron Merlo  
Frank Benham  
Vic Natiello  
Jerry Kagan

District Manager  
Wrathell, Hunt and Associates, LLC  
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District Counsel  
Field Operations Manager  
Vesta/AMG  
AlliedUniversal  
Grand Haven CDD Office  
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Resident  
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**FIRST ORDER OF BUSINESS**

**CALL TO ORDER/ROLL CALL**

Mr. McGaffney reconvened the meeting at 10:04 a.m., and noted, for the record, that Supervisors Davidson, Chiodo, Lawrence and Smith were present, in person. Supervisor Gaeta was not present.

**SECOND ORDER OF BUSINESS**

**PLEDGE OF ALLEGIANCE**

All present recited the Pledge of Allegiance.

**THIRD ORDER OF BUSINESS****ADDITIONS TO AGENDA**

Due to new legislative requirements regarding posting agendas on the CDD website, Mr. Clark recommended including this item on all agendas, going forward, so that items could be added to an agenda, at the meetings and workshops. The following items were announced as additions to the agenda:

- **Security Service, AlliedUniversal - Ms. Cindy Gartzke**

This item would be discussed later in the meeting.

- **Proposals from Terracon Consultants Inc., for Moisture Intrusion Remediation Design Services**

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Mr. Clark referred to an email from Terracon Consultants Inc., (Terracon), which contained verbiage that Terracon asked to be included in their contract. Terracon wanted to impose a \$50,000 limit of liability, under their contract. This was not an unusual request from professional consultants and in the engineering field; however, Mr. Clark was concerned about the District spending over \$200,000 on the repair work and, if Terracon gave “bad advice” on the project, the District’s damages could be in excess of \$50,000.

Mr. Kloptosky spoke to Mr. Kristopher Linster, of Terracon, prior to this request, and believed that Mr. Clark was okay with the changes, except for one line in the contract related to the indemnification clause. Terracon wanted to eliminate the entire line but Mr. Kloptosky advised Mr. Linster that the line must remain; however, the \$1 million amount could be lowered to at least the cost of the project, which would be \$250,000 to \$300,000.

Supervisor Chiodo suggested proceeding if Terracon agreed to a \$250,000 limit of liability. Supervisor Davidson noted terms in the contract stating “higher limitation for additional consideration” and stated that the District should require a higher limitation but with no additional consideration; otherwise, the District and Terracon would be deadlocked. Mr. Clark stated that, ordinarily, this appears in the proposal; however, this item arose after approval of the contract. Mr. Clark recommended waiting to see if Terracon would agree to a \$250,000 limitation, with no additional consideration or, if Terracon required additional consideration, the Board must reconsider the contract.

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**FOURTH ORDER OF BUSINESS****PUBLIC COMMENTS (3-Minute Rule;  
Non-Agenda Items)**

Mr. Jerry Kagan, a resident, stated:

*"I would like to start this with saying that Mr. Ross and I have a mutual dislike for each other. That has nothing to do with this; however, my wife ran the Wild Oaks dinners for six years, up until January when she handed it over to two other ladies..... Before that time, around October, she submitted, to Mr. Ross, the dates that she wanted for this year for the Wild Oaks dinners. He informed her and these two women that he could not give them the dates or could not approve the dates until he spoke to the CDD Board. I did not know that the CDD had anything going on, on Monday or Thursday nights but that was the answer they got. He also did not get back to them until at least February. So that meant that January and February, these women went to other facilities. They came up and they met with him and he told them that the price for the dinners would be \$25, which would include the meal, taxes and gratuity. The gratuity was 22%. He also informed them that his actual cost, with what he had given them, was \$24.11 but he rounded up. The women thought that was a little exorbitant and what they did was they met with Mr. Ross and Mr. Kloptosky and they said eliminate the soup, or something like that, can you lower the price? At that meeting, at which I was not at, I was informed that he said yes. The women went back, thought about it, and said, okay, eliminate the soup and lower the price. His answer to them was I am not lowering the price; it is going to be \$25, no matter what you do. They have a lot of problems and, based on what happened, every Wild Oaks dinner is no longer in this room, where it was for six years, and we had a great following, when it was here. We ran about 70 people in this, once a month and, now, they get none here. We are doing it at outside places. You have some residents that are real happy in Wild Oaks that they moved it out of here but you*

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Supervisor Davidson stated that Mr. Ross must be able to travel around the community, during the day, and recommended changing the "Private Parking" to "Amenity Director Only Parking" or "Amenity Manager Only Parking", or something similar. Mr. Ross needs to be able to come in and out and park. Supervisor Davidson directed Mr. Kloptosky to install an "Amenity General Manager Only Parking" sign.

Regarding Mr. Kagan's comments about the Board not responding, Supervisor Chiodo stated that it would be inappropriate for any Board Member to speak to a resident on these types of issues; the matter should come before the Board, which was the reason he did not respond.

Supervisor Lawrence asked Mr. Kagan to explain the objective of his comments. Mr. Kagan stated, "I am trying to get this room used by the people of Wild Oaks for their dinners. We have been out of here for, basically, eight months. Before that, for the six years that my wife ran it, we were here every month, except for December, when we chose to go to The Club."

Supervisor Chiodo asked if the issue was the \$0.89 difference between the actual cost and the cost that Mr. Ross quoted. Mr. Kagan stated, "I think the problem is that the women felt that he is not cooperative and that he made a decision and he is sticking to it, even though he said he would lower the price and when they said okay, let's lower the price, we will get rid of the soup, he said 'I am not doing it'. When we ran it six years ago and we had problems with pricing, my concern was that it was a waste because he was making one full entrée of each, for each person; that is ridiculous, make three-quarters, at the most, and cut it down so you do not have waste."

Supervisor Davidson stated that this discussion would continue, later in the meeting.

Mr. Chip Howden, a resident, voiced his surprise that “Public Comments” was included on the Continued Meeting agenda, when “Public Comments” were included at the beginning of the meeting, when it commenced two weeks ago. Mr. Howden was told by others that they do not attend meetings because they last too long, agenda items are repeated too many times and reports are necessary for items that were not completely researched and finished, which should wait until the next meeting. For example, after a traffic study was completed on Sailfish Drive and the District had a report from the police department, the Board had the police attend the next meeting to discuss it, which was not necessary. Often, too much time is spent rehashing agenda items. Meeting times should be shortened.

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“Public Comments” would no longer be included on Continued Meeting agendas.

Supervisor Chiodo wanted more of the reports currently presented orally, by Staff, to be included in the agenda, which would enable pertinent discussions.

**FIFTH ORDER OF BUSINESS**

**BUSINESS ITEMS**

**A. Continued Discussion/Consideration of/Decision on: Fiscal Year 2017 Roadway Project**

Mr. Kloptosky distributed a \$38,204 proposal from S.E. Cline Construction (Cline) for the Fiscal Year 2017 curb and gutter repairs, not including the Lakeview Lane concrete road. Cline already commenced work on the previously approved \$54,041.50 Fiscal Year 2016 curb and gutter repairs, only; the Front Street work was removed from the Fiscal Year 2016 contract. Once surveys were completed and drawings for permitting were submitted to the City, Cline would provide an accurate proposal for the Front Street work. This \$38,204 proposal for the Fiscal Year 2017 curb and gutter repairs would be added to the \$54,041.50 previously approved.

Supervisor Davidson surmised that the overall amount of \$92,245 covered all curb and gutter repairs. Mr. Kloptosky replied affirmatively, for Fiscal Years 2016 and 2017; however, Cline already found one area that required additional work. Mr. Kloptosky directed Cline to complete that repair and submit a change order and to notify him of any other necessary repairs so that they could be completed while Cline was on site.

Supervisor Davidson asked if the Fiscal Years 2016 and 2017 repairs included resetting the curb. Mr. Kloptosky stated that the work included the following:

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- Root removal
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Eventually, all of the roads would be milled and resurfaced.

Supervisor Lawrence recommended adding \$5,000 for change orders, to the approved amount, to avoid seeking approval for each change order.

Supervisor Chiodo asked if broken or cracked curb areas would be repaired or only areas with puddling. Mr. Kloptosky stated that a few cracked locations were included; however, cracks that were not deflected or badly cracked were not included, as those were likely cosmetic issues. Supervisor Davidson directed Mr. Kloptosky to provide a list of cracked areas that were added for Fiscal Years 2016 and 2017. Supervisor Chiodo asked if raised manhole covers, on the streets that would be repaved, would be resolved. Mr. Kloptosky stated that, typically, manhole covers are not “raised”, the issue is the streets settling; when streets are milled and repaved, the area is compacted and asphalt is installed up to the level of the cover.

**On MOTION by Supervisor Davidson and seconded by Supervisor Smith, with all in favor, the S.E. Cline Construction proposal for Fiscal Year 2017 curb and gutter repairs, in a not-to-exceed amount of \$38,204, plus a \$5,000 contingency, authorizing District Counsel to amend the previously approved Fiscal Year 2016 \$54,041.50 Agreement to include the additional work and for the Field Operations Manager to execute, were approved.**

Supervisor Smith asked if residents were informed of the project. Mr. Kloptosky stated that an e-blast was sent and Cline was instructed to knock on doors notifying residents when they are working in front of their homes.

**B. Continued Discussion/Update: Flagler County Traffic Signalization of Waterside Parkway and Colbert Lane Intersection**

Mr. Clark discussed the redline changes proposed by the County Attorney to the District's agreement. Most of the changes were acceptable. Regarding Section 2.b., stating that the County would coordinate the design, stating that the County has final "say", Mr. Clark felt that the County would stand firm on that matter, since it would be the County's project and the County expected to spend much more than the District put up in escrow. Generally, the District would have input but could not demand work to be completed in a certain way, with the exception of a situation where the County might need an easement from the District. The County was also concerned about, in Section 3.c., ensuring that the District could not assess the County, which it cannot; therefore, Mr. Clark had no objections to the language modifications.

Mr. Clark stated that, if the Board was prepared to proceed, he would inform the County and both the District and County must vote to approve the agreement.

Supervisor Smith asked which paragraph limits the District's liability for any future costs for signalization around the District's entrances. Mr. Clark stated that Section 3.b., provides that the District moved its financial obligation to the Main Entrance, the County is releasing the District from any cost, expense, claim or damage in the event the costs exceed that. The next sentence states, "All of the agreements and obligations of the parties in the Plat Agreement, as they relate to signalization of the South Intersection, are superseded by this Agreement." The only obligation that the District has is the Plat Agreement signed by the District when the developer controlled it; that agreement is being superseded with this agreement and the parties are agreeing that the money already paid by the District is the total obligation.

Regarding the amount, Mr. Clark stated that the original contribution was approximately \$60,000 but, currently, the accrued amount on deposit with the County was about \$110,000. Supervisor Davidson asked if the District would receive the accrued interest. Mr. Clark stated that the District's contribution was inclusive of the accrued interest.

Mr. Howden asked if this was related to the Main Gate. Supervisor Davidson stated that the original plat required the signal to be at the South Gate but it was moved to the Main Entrance. Approximately six months ago, the County Engineer advised Mr. Howden that there

was not enough traffic to merit a turn lane and questioned the necessity of a traffic signal. Supervisor Davidson clarified that it was not needed; the agreement was related to sometime in the future when the County determined that a signal was necessary.

Mr. Howden recalled his comments, at a prior meeting, regarding crosswalks and asked if those should be addressed separately, with the County, or included in this agreement. Mr. Kloptosky stated that the County was previously contacted regarding crosswalks and advised that crosswalks would be addressed in 2017 and 2018, when Colbert Lane is repaved.

Mr. Vic Natiello, a resident, voiced his opinion that there would be issues on Marlin Drive, if Colbert Lane was widened to four lanes and a traffic signal was installed at the Main Gate because people would then exit through the North Gate, rather than wait for a sign. Mr. Natiello asked if the new developments could be forced to exit from a different location. Supervisor Davidson stated those are decisions for the County Engineers.

The Board Members had no objections to the proposed agreement and directed Mr. Clark to finalize the agreement with the County, for formal approval at the July 21 meeting.

**C. Consideration of/Decision on: Amendment to Rules, Policies and Fees for all Amenity Facilities - "House Guests and Daily Guests"**

Mr. McGaffney stated that, per the previous meeting, the following change was made and incorporated into the redline version in the agenda:

Page 4, Section (1): Replace "All Daily Guests must pay the daily usage fee of ten dollars (\$10.00) per Daily Guest per day, and must be accompanied by a Property Owner or Registered Renter (see definitions section) at all times." with "A daily usage fee of ten dollars (\$10.00) per Daily Guest must be paid by Property Owner or Registered Renter upon guest registration."

Mr. Clark stated if the language of the Rule was changed, a public hearing would be required, which he did not recommend for this minor clarification. He recommended including this the next time a rule change public hearing was held but, for now, the District should adopt an operational policy regarding the \$10.00 fee and how it would be collected.

In response to Supervisor Davidson's question of whether the Rules defined the difference between Daily and House Guests and which were subject to guest fees was specified in the Rules, Supervisors Chiodo and Lawrence and Mr. McGaffney confirmed that the distinction was included in the Rules. Supervisor Smith requested that Mr. Kloptosky verify that the Rules contain the distinction and provide confirmation, at the next meeting.



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Tom Lawrence	Assistant Secretary
Ray Smith	Assistant Secretary

**Also present were:**

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Regarding the amount, Mr. Clark stated that the original contribution was approximately \$60,000 but, currently, the accrued amount on deposit with the County was about \$110,000. Supervisor Davidson asked if the District would receive the accrued interest. Mr. Clark stated that the District's contribution was inclusive of the accrued interest.

Mr. Howden asked if this was related to the Main Gate. Supervisor Davidson stated that the original plat required the signal to be at the South Gate but it was moved to the Main Entrance. Approximately six months ago, the County Engineer advised Mr. Howden that there

was not enough traffic to merit a turn lane and questioned the necessity of a traffic signal. Supervisor Davidson clarified that it was not needed; the agreement was related to sometime in the future when the County determined that a signal was necessary.

Mr. Howden recalled his comments, at a prior meeting, regarding crosswalks and asked if those should be addressed separately, with the County, or included in this agreement. Mr. Kloptosky stated that the County was previously contacted regarding crosswalks and advised that crosswalks would be addressed in 2017 and 2018, when Colbert Lane is repaved.

Mr. Vic Natiello, a resident, voiced his opinion that there would be issues on Marlin Drive, if Colbert Lane was widened to four lanes and a traffic signal was installed at the Main Gate because people would then exit through the North Gate, rather than wait for a sign. Mr. Natiello asked if the new developments could be forced to exit from a different location. Supervisor Davidson stated those are decisions for the County Engineers.

The Board Members had no objections to the proposed agreement and directed Mr. Clark to finalize the agreement with the County, for formal approval at the July 21 meeting.

**C. Consideration of/Decision on: Amendment to Rules, Policies and Fees for all Amenity Facilities - "House Guests and Daily Guests"**

Mr. McGaffney stated that, per the previous meeting, the following change was made and incorporated into the redline version in the agenda:

Page 4, Section (1): Replace "All Daily Guests must pay the daily usage fee of ten dollars (\$10.00) per Daily Guest per day, and must be accompanied by a Property Owner or Registered Renter (see definitions section) at all times." with "A daily usage fee of ten dollars (\$10.00) per Daily Guest must be paid by Property Owner or Registered Renter upon guest registration."

Mr. Clark stated if the language of the Rule was changed, a public hearing would be required, which he did not recommend for this minor clarification. He recommended including this the next time a rule change public hearing was held but, for now, the District should adopt an operational policy regarding the \$10.00 fee and how it would be collected.

In response to Supervisor Davidson's question of whether the Rules defined the difference between Daily and House Guests and which were subject to guest fees was specified in the Rules, Supervisors Chiodo and Lawrence and Mr. McGaffney confirmed that the distinction was included in the Rules. Supervisor Smith requested that Mr. Kloptosky verify that the Rules contain the distinction and provide confirmation, at the next meeting.



Mr. Howden asked if he must pay a \$10.00 guest fee for a personal trainer or swimming instructor that he hires to train him, on site. Supervisor Davidson replied affirmatively and noted that the person should not be paid a fee for their services.

Mr. Natiello recalled that a House Guest was presumed to be someone using the facilities, while the resident was present; however, a housesitter's use of the facilities, while the resident was away, was not addressed. He recommended addressing the difference between House Guests with and without the resident present. Mr. Natiello questioned if the Rules specified that a daily tennis player guest, for example, must be escorted.

Supervisor Chiodo explained that this policy provided that the resident or registered renter must pay the Daily Guest fee.

**On MOTION by Supervisor Chiodo and seconded by Supervisor Smith, with all in favor, adopting the Policy related to Fees for House Guests and Daily Guests for Amenity Facilities, as proposed, was approved.**

**D. Consideration of/Decision on: RFQ for District Engineering Services**

Mr. McGaffney presented the Request for Qualifications (RFQ) for District Engineering Services. The Ranking Form included was the same as with the last RFQ. Discussion ensued regarding the ranking scores. Supervisor Davidson stressed that each Supervisor's scores should be counted as one. The scores would not be added to determine the composite total, as one Supervisor could skew the results by ranking a respondent very high or low.

In response to Supervisor Smith's question, Mr. Clark stated that, statutorily, the RFQ process is required for certain professional services, including District Engineering Services.

**On MOTION by Supervisor Lawrence and seconded by Supervisor Davidson, with all in favor, the Request for Qualifications and Ranking Criteria and authorizing District Counsel and Staff to determine the due date for responses, were approved.**

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

- **Consideration of/Decision on: Yellowstone Landscape Proposal for Replacement Palm Trees**

**\*\*\*This item was an addition to the agenda.\*\*\***

Mr. Kloptosky presented a \$7,340.50 proposal from Yellowstone Landscape for trees to replace the Washingtonian palms removed on Montague.

**On MOTION by Supervisor Lawrence and seconded by Supervisor Davidson, with all in favor, the Yellowstone Landscape proposal for replacement trees for the Washingtonian palms removed on Montague, in a not-to-exceed amount of \$7,340.50, was approved.**

▪ **Consideration of/Decision on: Amendment of Gate Access Control Agreement with ABM Security Services**

**\*\*\*This item was an addition to the agenda.\*\*\***

Ms. Cindy Gartzke, of AlliedUniversal, stated that backups at the Main Gate were worsening due to increased traffic and courtesy calls to residents. Residents should be reminded to call when guests are expected, as the guard's calls are often not answered and/or the phone numbers on file are not correct. Residents should also be reminded of which vendors do not require a call in, such as utility, landscape and pool service providers, pizza delivery, etc.

Mr. Kloptosky spoke to Ms. Brenda Nichols, of AlliedUniversal, and requested the cost to add a guard. Per Ms. Nichols, AlliedUniversal does not have staff to assign, on an as-needed basis. To staff an additional guard, AlliedUniversal must have a commitment of at least six months. The rate would be \$13.25 per hour, five hours per day, Monday through Friday, equating to \$17,225 per year. Supervisor Davidson asked if the North and South Gates had the necessary infrastructure to add a guard. Mr. Kloptosky replied affirmatively. If the District added a guard at another gate, Ms. Gartzke suggested adding them at the North Gate since that is the construction entrance gate.

Supervisor Smith questioned if an extra guard would be necessary on Saturdays, since vendors work on Saturday. Ms. Gartzke stated that Saturdays are sometimes busy; she would like to add Saturday but, as she did not know the budget constraints, five days per week was proposed. Supervisor Chiodo asked if the proposal could be changed to four hours per day, six days per week. Ms. Gartzke confirmed that, depending on the need, the 25 hours per week could be adjusted over six days.

Supervisor Lawrence requested feedback during the six-month term.

Ms. Gartzke stated that it would take a few weeks to hire a guard.

Mr. Natiello suggested distributing cards to remind residents not to call the guardhouse for guests that are on their VIP list, as residents delete emails. Ms. Higgins recommended distributing a business card containing the reminder and the telephone number for the Main Gate.

**On MOTION by Supervisor Davidson and seconded by Supervisor Smith, with all in favor, the AlliedUniversal proposal to add a guard at the Main Gate, 25 hours per week, at \$13.25 per hour, effective immediately, for six months, and authorizing District Counsel to draft an amendment to the agreement and for the Chair to execute the agreement, were approved.**

Supervisor Davidson directed Mr. Kloptosky, Ms. Gartzke and Ms. Higgins to draft a reminder to e-blast, publish in the Oak Tree and print on cards for distribution to residents.

**SIXTH ORDER OF BUSINESS**

**Upcoming Community Workshop/  
Regular Meeting Dates**

- **BOARD OF SUPERVISORS MEETING**
  - **July 21, 2016 at 10:00 A.M.**

The next meeting will be held on July 21, 2016 at 10:00 a.m.

- **COMMUNITY WORKSHOP**
  - **August 4, 2016 at 10:00 A.M.**

The next workshop will be held on August 4, 2016 at 10:00 a.m.

**SEVENTH ORDER OF BUSINESS**

**SUPERVISORS' REQUESTS**

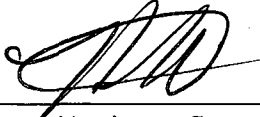
There being no Supervisors' requests, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**ADJOURNMENT**

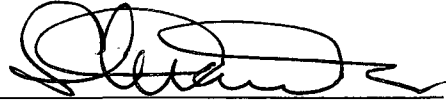
There being no further business to discuss, the meeting adjourned.

**On MOTION by Supervisor Lawrence and seconded by Supervisor Chiodo, with all in favor, the meeting adjourned at 11:27 a.m.**



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Secretary/Assistant Secretary



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Chair/Vice Chair