

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

A Regular Meeting of the Grand Haven Community Development District's Board of Supervisors was held on **Thursday, March 17, 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	Chair
Peter Chiodo	Vice Chair
Marie Gaeta	Assistant Secretary
Tom Lawrence	Assistant Secretary
Ray Smith	Assistant Secretary

**Also present were:**

Craig Wrathell ( <i>via telephone</i> )	District Manager
Howard McGaffney	Wrathell, Hunt and Associates, LLC
Cindy Cerbone	Wrathell, Hunt and Associates, LLC
Scott Clark	District Counsel
Jim Sullivan	District Engineer
Barry Kloptosky	Field Operations Manager
Robert Ross	Vesta/AMG
Victoria Ledwich	Grand Haven CDD Office
Kristopher Linster	Terracon Consultants, Inc.
Rob Carlton	GHMA President
Jim Gallo	Resident
Vic Natiello	Resident
Al Lo Monaco	Resident
Morgan Evans	Resident
Ron Merlo	Resident
Pete Kuhn	Resident

**FIRST ORDER OF BUSINESS**

**CALL TO ORDER/ROLL CALL**

Mr. McGaffney 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. Vic Natiello, a resident, noted that Waterside Parkway is relatively clear of leaves because the leaves are blown out of the street, keeping the streets clear and the leaves out of the gutters, which is not the same for other streets in the community. Leaves are thick along the curbs, especially near the drains. He was concerned that allowing leaves into the drains may impact the nutrient feed into the lakes. Mr. Natiello questioned whether it would be money well spent to have the CDD’s contractor remove leaves, four times per year, throughout the entire community.

Supervisor Smith felt that the Board should consider Mr. Natiello’s suggestion and view it as a “public service” of the CDD.

Mr. Kloptosky recalled previous discussions about vacuuming leaves but he could not locate a contractor with appropriate equipment to vacuum leaves. Supervisor Davidson directed Mr. Kloptosky to ask Yellowstone Landscape (Yellowstone) if they could perform that service. Mr. Jim Gallo, a resident, previously presented this idea to the Board. BrightView Landscapes, LLC (BrightView) has one vac truck to vacuum leaves.

Supervisor Lawrence suggested asking Ms. Louise Leister, District Horticulturalist, if leaves would cause issues in the lakes. Supervisor Davidson noted that the leaf issue is an aesthetic matter, as well.

Mr. Gallo stated that the Wi-Fi, at Creekside, was not working; however, as of yesterday, it was working but with limited capabilities. He recalled that, prior to the most recent Wi-Fi and router changes or upgrades, the Wi-Fi worked fine.

Ms. Ledwich believed that the Wi-Fi at Creekside was currently working.

Mr. Natiello pointed out that Creekside’s Wi-Fi connection was renamed during the recent upgrades, which could be causing issues because resident internet devices continue recognizing the Creekside name, which was left on the list but is no longer functional. The old “Creekside” name must be removed so that users know to select the new connection option. Ms. Ledwich confirmed that the name change suggestion was emailed to the IT technician yesterday.

Mr. Morgan Evans, a resident, indicated that the midge fly issue returned, on Friday. Supervisor Davidson became aware of the issue last night. Supervisor Gaeta noted that the issue would diminish, within a few weeks. Mr. Evans recalled that the oxygen levels were checked and would be rechecked. Mr. Kloptosky advised that shellcracker fish were stocked in August,

2015, so the oxygen level will be checked again in March or April. Supervisor Davidson wanted the oxygen levels checked immediately. Mr. Evans questioned why the Board was against installing an aerator in the lake, as it seemed to alleviate the midge fly issue in another lake.

Supervisor Davidson pointed out that there is no complete solution to the midge fly issue. Lake 1, which has aeration, is about ten times smaller than the lake that Mr. Evans wants an aerator installed in. It would probably cost \$100,000 to add aeration to the lake that Mr. Evans wants it installed in. Supervisor Lawrence reminded Mr. Evans that it takes two years for shellcracker fish to mature enough to help alleviate the midge fly issue. Mr. Gallo mentioned a community that placed a shield on the streetlights, which alleviated the midge fly issues.

Mr. Evans questioned if the GHMA gave leeway for houses being dirty, due to midge flies, when residents are away from home. Dr. Rob Carlton, GHMA President, was not aware of anyone being cited for midge flies on their home; it is not a CC&R violation. Mr. Evans stated that a home near his was cited.

**FOURTH ORDER OF BUSINESS**

**CONSULTANTS, GUEST REPORTS & PRESENTATIONS**

- **Terracon Consultants, Inc., *Budget for Village Center Stucco Project***

Mr. Kristopher Linster, of Terracon Consultants, Inc. (Terracon), presented a \$233,398 proposal from JP Renovations, LLC, (JP), for The Village Center exterior renovation project. The proposal was developed without specific design or specifications; therefore, JP had to build in assumptions, meaning a cushion was built in. The proposed price is in line with the standard cost to remove and replace stucco, based on the estimated square footage. Additional upgrades discussed by Mr. Linster and Mr. Kloptosky were included in the proposal scope of work.

Supervisor Lawrence asked how much cushion was included in the proposal. Mr. Linster stated that, if some of the additional items were removed, it might reduce the cost to approximately \$180,000. Mr. Linster explained that JP developed the budget based on limited information but, once the District's bid package with drawings, footage, required products and exact specifications is available, a more accurate proposal could be provided.

Supervisor Gaeta asked if the windows must be upgraded to hurricane-proof, due to the renovation project. Mr. Linster stated that the current windows met the codes, at the time of installation, and continue to meet the codes; therefore, costs for new windows were not included in the estimate, as replacement should not be required.

Mr. Kloptosky asked what areas the 12,539 square feet (SF) of stucco included. Mr. Linster indicated that it is the outside, other than the face of the entranceways. In response to Mr. Kloptosky's question, Mr. Linster confirmed that the areas that will not be stuccoed had no water intrusion. Supervisor Chiodo asked if only the restuccoed areas would be painted. Mr. Linster confirmed that, for consistency, the entire building would be repainted, with a more breathable paint. Supervisor Davidson questioned if the portion of the building where stucco is not removed would not benefit from the more breathable paint. Mr. Linster explained that, since portions of the stucco will be replaced, the walls would not be a consistent system; therefore, even the areas where stucco is not replaced would benefit from the more breathable paint.

Supervisor Smith asked for an estimate of the cost for the engineering drawings. Mr. Linster estimated \$35,000, including the drawings, engineering and construction administration and management.

Mr. Kloptosky wanted Mr. Linster to split the proposal. The major portion of the project would be removal of the existing stucco, along with stucco and roof repair. The next phase would be the trim bands and trim-related items; all areas must be stripped of everything, which would provide the opportunity to update the trim to a more attractive and modernized type. The next phase would be painting. Mr. Kloptosky felt that the Board must view a conceptual drawing of the new appearance. He also wanted a separate estimate for the stonework.

Mr. Linster stated that the estimated cost included upgrading the appearance.

Supervisor Lawrence asked for the approximate time needed to complete the project. Mr. Linster must confer with the contractor.

Supervisor Davidson summarized that Mr. Kloptosky wanted estimates for each of the following phases of the project:

1. Stucco removal and replacement.
2. Trim banding and exterior work.
3. Stonework.
4. Painting.

Mr. Kloptosky voiced his opinion that the next step would be for Mr. Linster to provide an actual, detailed proposal for the engineering services that would be provided.

Supervisor Davidson wanted a simple, "non-construction" diagram depicting the surfaces that would be removed and replaced. Mr. Linster will photograph the building today and provide them to the Board; an engineering and construction management proposal could be provided by

the end of next week. Supervisor Davidson suggested including these items on the next workshop agenda.

Mr. Linster stated that JP is a very good company and urged the Board to consider JP for this project. Mr. Kloptosky indicated that there is a threshold amount regarding bid requirements; therefore, District Counsel should be consulted. Supervisor Lawrence believed that the District might be obligated to select the low bidder.

Mr. Clark clarified that, based on statute and certain provisions, the District has flexibility and the project might not require the bid process. If the Board chose to bid the project, this situation would not require a formal bidding process and the District would not be obligated to select the lowest bidder; the Board could define the bid and selection processes.

Mr. Linster favored bidding the project but urged the Board to make an educated decision, based on the bids received, recommendations, etc.; sometimes simply selecting the low bidder results in sacrificing quality.

Supervisor Gaeta asked if the foam trim bands are covered with stucco. Mr. Linster replied affirmatively; a thin, insulative coating is applied and covered with stucco.

Supervisor Davidson asked if JP has an in-house designer that could assist with trim band and color selections. Mr. Linster replied affirmatively. JP utilizes a subcontractor for that phase of work; Mr. Linster, JP and the subcontractor would coordinate to develop banding profiles of different design and color options. Mr. Kloptosky asked if the subcontractor had a software design program and if they could present the options, changing colors, banding, etc., during a presentation. Mr. Linster stated that the process is not quite that sophisticated; drawings and profiles would be presented, as well as photographs and conceptual drawings. Mr. Kloptosky felt that drawings should be sufficient.

Mr. Linster pointed out that the project estimate was based on using quality products.

Mr. Kloptosky asked Mr. Linster to include the approximate square footage of each area on the photographs that he provides with his estimate.

Mr. Linster indicated that the stucco has a ten-year warranty. Generally, paint has a five-to-ten-year warranty but Terracon recommends repainting every seven years. Since the roof work would be minimal, it would be under the existing warranty.

Supervisor Lawrence asked what the ten-year warranty on the stucco included. Mr. Linster stated that the stucco product has a ten-year warranty and JP usually gives a two-year workmanship warranty. Supervisor Lawrence asked if stucco cracks would be repaired. Mr.

Linster explained that, because of the material properties of stucco, there is no way to avoid cracks in stucco; expansion joints are installed so that “the stucco cracks where you want it to crack”.

Supervisor Gaeta asked about the best time of the year to complete this type of project. Mr. Linster replied, immediately; it is best to complete the work before it becomes extremely hot. Additionally, contractors become extremely busy during the summer and, the busier the contractor, the higher the price; the sooner the project is bid, the more affordable it will be.

Mr. McGaffney directed Mr. Linster to provide the photographs and Terracon’s itemized engineering and construction management proposal to Mr. Kloptosky for inclusion in the next workshop agenda.

**FIFTH ORDER OF BUSINESS**

**CONSENT AGENDA ITEMS**

**A. APPROVAL OF MINUTES**

- i. February 4, 2016 Community Workshop**
- ii. February 18, 2016 Regular Meeting**

Mr. McGaffney presented the February 4, 2016 Community Workshop Minutes and February 18, 2016 Regular Meeting Minutes for the Board’s consideration. Revisions to the minutes were previously submitted to Management.

**B. APPROVAL OF UNAUDITED FINANCIAL STATEMENTS**

- i. Unaudited Financial Statements as of February 29, 2016**

Mr. McGaffney presented the Unaudited Financial Statements as of February 29, 2016. Assessment revenue collections were at 89%.

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

**SIXTH ORDER OF BUSINESS**

**STAFF REPORTS**

**A. District Engineer**

Mr. Sullivan gave a PowerPoint presentation of sample Invitations to Bid (ITB) for the following road resurfacing project scopes of work:

1. Fiscal Year 2016
2. Fiscal Year 2017
3. Fiscal Years 2016 and 2017

Each ITB contained the general conditions and requirements of the contractor. Mr. Sullivan recommended that the ITB be advertised for the Fiscal Years 2016 and 2017 scopes of work, with a paragraph that would enable the Board to award all or part of the project, once the bids are received. The ITB would not include plans or specifications, putting the onus on the contractors to determine what is necessary to the project; a general description or the scope of work would be provided. The ITB states that the contractor would be responsible for surveying, traffic and erosion control and permits, the costs for which must be included in the bid.

Regarding leaving it to the bidder to identify cracked or deflected curbing, Mr. Kloptosky felt that it would be subjective and could create wide differences in the scopes of work, as some contractors might include portions that others do not include in their bids. Mr. Sullivan agreed that it could create a situation where contractors submitted bids based on different scopes of work. Mr. Sullivan suggested that the ITB could include a list of areas with known issues. Mr. Sullivan suggested that he and Mr. Kloptosky determine how to provide bidders with sufficient information but without requiring the District to incur additional engineering costs.

Supervisor Lawrence asked if the paragraph referenced by Mr. Sullivan meant, for example, if a contractor bid on the Fiscal Year 2016 portion, the Board could further decide to only award or complete a portion of the full Fiscal Year 2016 scope of work. Mr. Sullivan confirmed that it was the intention of the paragraph. Supervisor Lawrence felt that lower bids might be received if contractors, that bid on a single year scope of work, had assurance that the District would award the full year scope of work, rather than possibly only awarding a small portion of it. Bidders might be inclined to bid higher if there was a chance of a smaller portion of the work being awarded. Mr. Sullivan had not encountered that type of situation, previously.

Supervisor Lawrence discussed staging costs and his opinion that a contractor might bid more if there was any possibility of having to incur staging costs more than once, in the event only a portion of the project was awarded. Mr. Sullivan surmised that the bidders should distribute the staging price over the entire scope of work, as the District might opt out of completing work on some streets.

Mr. Clark explained that the concept was for contractors to submit bids for Fiscal Years 2016 and 2017, individually and together, and encourage contractors to bid aggressively.

Mr. Sullivan explained that the bid tabs are divided into Fiscal Years 2016 and 2017, individually, with a subtotal for each, and a grand total at the bottom.

Supervisor Gaeta asked if the preparation for resurfacing the concrete roads was different from the other roads. Mr. Sullivan replied affirmatively. The asphalt roads will be milled 1" and 1" will be replaced; however, a new roadway requires a limerock base and thicker asphalt. The goal would be to bring those roads up to the same standards as the asphalt roads.

Mr. Kloptosky suggested separating the concrete road portion of the project from the asphalt. Supervisor Lawrence questioned whether there was a benefit to separating the concrete roadwork from the asphalt.

Supervisor Davidson replied not in terms of the ITB; the scope for the concrete roads is understood. Mr. Kloptosky asked if the permitting process would be different for resurfacing the asphalt roads compared to changing the concrete roads to asphalt. Mr. Sullivan stated that the permit requirements could be different. Mr. Kloptosky stressed that his preference would be to separate the concrete and asphalt work.

Supervisor Lawrence asked if concrete roadwork was anticipated in both Fiscal Years 2016 and 2017. Mr. Sullivan replied affirmatively. Supervisor Lawrence surmised that, for each year, the ITB should require separate bids for the asphalt and concrete work, resulting in the following six bid sections:

1. Fiscal Year 2016: asphalt milling and resurfacing
2. Fiscal Year 2017: asphalt milling and resurfacing
3. Fiscal Years 2016 and 2017: asphalt milling and resurfacing
4. Fiscal Year 2016: concrete roadwork
5. Fiscal Year 2017: concrete roadwork
6. Fiscal Years 2016 and 2017: concrete roadwork

Supervisor Smith asked if the expectation was for the same contractor to perform the asphalt and concrete work. Mr. Kloptosky stated that it could be the same contractor but some do not perform both types of work. Mr. Kloptosky indicated that Cline would use subcontractors for both the asphalt and concrete work, while a paving contractor would probably complete the asphalt phase and subcontract the concrete work. Mr. Sullivan confirmed that the ITB contains information regarding how subcontractors must be managed.

Regarding including a liquidated damages provision in the ITB, Mr. Clark recommended including the provision. The per day liquidated damages rate is generally determined by the



scope and overall cost of the project; \$300 to \$500 per day would be the typical range. Supervisor Davidson wanted a \$500 per day liquidated damages provision. Supervisor Chiodo suggested \$400 per day.

**On MOTION by Supervisor Lawrence and seconded by Supervisor Smith, with all in favor, authorizing Staff to prepare and advertise the bid package for the road resurfacing project, as discussed, subject to District Counsel's review, was approved.**

**B. Amenity Manager**

Mr. Ross stated that a Beach Boys cover band concert would be held to raise funds for CDD Office Staff Member, Ms. Ashley Higgins. A fundraiser with the golf club is being organized to benefit Ms. Higgins, as well.

Mr. Ross indicated that a resident appreciation event would be held in April.

Supervisor Gaeta asked about the progress with the Mercury system. Mr. Ross indicated that a USB cable was connected to the wrong port; Mercury is trying to reboot the system. Supervisor Lawrence pointed out that many businesses are not using the chip card system.

Regarding a resident's opinion that the ball machine must be replaced, Mr. Ross had the ball machine serviced and it performs satisfactorily. The resident wanted a ball gathering machine, which would cost approximately \$600 and was not necessary.

**\*\*\*The meeting recessed at 11:23 a.m.\*\*\***

**\*\*\*The meeting reconvened at 11:33 a.m.\*\*\***

**C. Field/Operations Manager**

Regarding Supervisor Lawrence's question about the District Engineer overseeing the stucco project, Mr. Kloptosky indicated that Terracon specializes in that type of engineering work. Mr. Sullivan agreed.

Mr. Kloptosky reviewed photographs of erosion issues at the Esplanade footbridge, at the end of River Trail, and a proposal from East Coast Building Corp. (ECB), for \$9,835. Repairs would include installation of round piling to the existing lateral supports, to stabilize the pilings, which could be completed without a permit. Building a coquina seawall would prevent water from entering and causing erosion in a certain area; however, approval to build it could be difficult to obtain. Mr. Kloptosky recommended completing the stabilization work and installing

cross bracing first and building a seawall later. The ECB proposal did not include cross bracing but Mr. Kloptosky estimated that it would cost an additional \$1,000. Mr. Kloptosky believed that the Capital Projects budget could absorb this project. Supervisor Davidson pointed out a tree that should be removed because, during a storm, it would likely fall and destroy the footbridge. Mr. Kloptosky concurred and noted that other trees might need to be removed.

In response to Supervisor Smith’s question, Mr. Kloptosky was unsure and must consult with the contractor regarding whether any type of temporary wall could be installed, to slow erosion, while the District waited for approval to install a coquina wall.

**On MOTION by Supervisor Lawrence and seconded by Supervisor Gaeta, with all in favor, the East Coast Building Corp. (ECB) proposal, for \$9,835, plus cross bracing and tree removal costs, for a total project not-to-exceed amount of \$13,000, was approved.**

Mr. Kloptosky stated that the final, stamped and sealed as-built drawings for the Sailfish Drive project were received and provided to the District Engineer. Cline submitted the final invoice and payment was pending the District Engineer’s review of the as-builts. Cline corrected the puddling issue at 24 Sailfish Drive.

Mr. Kloptosky reported that the City of Palm Coast released the permit for the Creekside rear parking lot project; Cline will notify Mr. Kloptosky of the anticipated start date. One streetlight must be relocated and three streetlights should be added to the parking lot, which was not included in the original costs.

**On MOTION by Supervisor Lawrence and seconded by Supervisor Davidson, with all in favor, a not-to-exceed amount of \$15,500 for installation of three streetlights at the Creekside rear parking lot, was approved.**

Supervisor Davidson asked if the parking lot could be used during the expansion project. Mr. Kloptosky replied probably not. Supervisor Davidson noted the potential safety issues related to traffic and children at the bus stop, during high traffic times. Discussion ensued regarding what to do and possibly hiring a security officer to direct traffic and protect children

from the traffic. It was suggested that the schools be notified of the issue during the expansion project and suggesting that the busses pick up and drop off outside of the gate.

Supervisor Smith suggested notifying residents about where to park during the project. Supervisor Lawrence questioned if some of the Creekside activities could be rescheduled or relocated to The Village Center, to alleviate some of the parking issues. Supervisor Davidson directed Mr. Kloptosky and Mr. Ross to coordinate a plan to address the temporary issues that arise, during the project, as well as notifying the schools and community.

Mr. Kloptosky spoke with a Wild Oaks property owner who was concerned about a coquina walking path that encroaches onto his property. Mr. Kloptosky is awaiting a copy of the survey to determine if there is an encroachment issue with the entire path or if a portion might be within the easement. Discussion ensued regarding whether the path could be easily relocated or should dead end just before the property line.

Mr. Kloptosky recalled previous discussions about lighting at the bocce ball courts and reviewed photographs of the lights selected. The lights will be powder coated aluminum, with LED bulbs. Two lights, per court, will be positioned down the center, concrete walkway. In response to Supervisor Smith's question, Mr. Kloptosky indicated that the focus was on the bocce ball court lights and the pickleball court lights would be a different, taller type of light and considered at another time. The lights are rated for up to 140 miles per hour winds, which meets Hurricane Code requirements. Supervisor Smith urged Mr. Kloptosky to obtain proposals for lights at the pickleball courts, as the players would likely want them, once they see the lights at the bocce ball courts. Mr. Kloptosky recalled that the pickleball players previously indicated that they did not need lights. Supervisor Davidson voiced concern about the ambient light appearance, near The Village Center, once lights are installed at the bocce ball, pickleball, Petanque and tennis courts. Mr. Kloptosky suggested converting the tennis court lights to LED, in the future; as the tennis court lights use a lot more electricity. Supervisor Davidson clarified that his concern was about the environmental impact of many lumens in The Village Center area, such as attracting insects, animals, etc. Supervisor Lawrence felt that the District should proceed now with converting the tennis court lights to LED. Mr. Kloptosky explained that the conversion would be expensive because the heads must be changed to accommodate LED lights.

**On MOTION by Supervisor Davidson and seconded by Supervisor Gaeta, with all in favor, a not-to-exceed amount of \$15,000 for the purchase and installation of four light fixtures at the bocce ball courts, was approved.**

Mr. Kloptosky recalled that the bocce ball players requested canopies at the courts. A canopy would be installed at the end of each of the two courts. Each canopy would cost approximately \$5,000, for a total cost of about \$20,000. Benches were included in the proposal for The Village Center. Discussion ensued regarding additional items that the bocce ball players might request. Supervisor Lawrence felt that the bocce ball courts were discussed often, over the years, and other projects were completed; therefore, the District should proceed now with the installation of lighting and canopies at the bocce ball courts.

Supervisor Davidson surmised that, with the amount already spent on the bocce ball courts and the cost to install lights and canopies, the total spent would be approximately \$65,000. Supervisor Lawrence conceded that the capital projects budget was significantly impacted by The Village Center water intrusion repair project. Supervisor Davidson suggested postponing a decision about the canopies. Mr. Kloptosky noted that the bocce ball players also requested fans. Supervisor Smith wanted to review the capital projects budget prior to voting on the canopies.

Mr. Kloptosky recalled discussion about a valve failure, at the pump house, which caused the pump to shut down and the suggestion to purchase a backup variable speed drive unit. A proposal was obtained from Central Florida Controls (CFC) for \$4,230 for a valve. Although the Board approved the purchase, at the last meeting, Mr. Kloptosky did not proceed because an Escalante Golf (Escalante) representative expressed concern that Escalante must pay 75% of the cost. The Escalante representative did not consider the purchase a repair; it was a "what if" purchase and questioned why Escalante should be required to reimburse the District for a backup unit. A Supervisor suggested inquiring about the cost to Escalante if the pump house was not functional. The Escalante representative advised Mr. Kloptosky that he managed golf courses throughout the Country, all with pump houses, and could not recall a time when that type of unit went down and he could not have a unit sent overnight. Mr. Kloptosky noted that this information was different from the scenario presented by CFC. Escalante had no issue paying its share for a new unit, upon replacement but questioned the prudence of purchasing a backup unit that might not be used for years. Mr. Kloptosky conceded that it might not be necessary to purchase a backup unit, if one can be ordered and received over night. Supervisor Davidson

directed Mr. Kloptosky to obtain information about Escalante’s vendor or vendors for the unit and to confirm with the vendor that parts could be received over night. Mr. Gallo pointed out that the electronic unit may no longer be functional when installed and the warranty could have expired before it is used.

The Board agreed to delay the purchase of a backup unit, provided Escalante’s vendor could overnight a new unit to the District.

Mr. Kloptosky presented a proposal from M and M Sales-Service, LLC (M&M), for \$1,800, for pump house maintenance, four times per year. Escalante had no issue contributing to the cost of the pump house maintenance service plan; however, Escalante’s pump houses are serviced twice per year. Mr. Kloptosky felt that twice per year would be sufficient and reduce the cost to approximately \$900 per year. In response to Supervisor Davidson’s question, Mr. Kloptosky confirmed that Escalante would pay 75% of the cost. It was recommended that \$1,000 be added to the budget, going forward, for pump house maintenance.

Mr. McGaffney recommended that District Counsel draft a small project agreement between the District and M&M. Mr. Clark suggested sending a letter to Escalante notifying them that the Board decided against purchasing a backup variable speed drive unit but decided to enter into a maintenance agreement for pump house maintenance twice, per year. Mr. McGaffney will draft the letter.

**On MOTION by Supervisor Davidson and seconded by Supervisor Lawrence, with all in favor, authorizing District Counsel to draft a form of agreement, based on the M&M pump maintenance proposal, in a not-to-exceed amount of \$1,000, and the District Manager to draft a letter to Escalante, as discussed, were approved.**

Mr. Kloptosky will obtain a revised proposal from M&M for pump maintenance services, twice per year.

Mr. Kloptosky referred to emails about the croquet courts, which contained false information. The Village Center court has been closed recently, due to mold and other issues. Information was circulating that the court would never be usable and was closed for good. Mr. Kloptosky stressed that he never made these statements and did not know why it was said. He received an email from the Croquet Court Club President asking why the court was closed and

when a replacement amenity would be built. Now that the weather is warmer, the maintenance contractor will roll both courts, on Saturday, fertilize and kill weeds; the court should be ready for play by the end of March. Members of the Croquet Club were advised of the work planned and of the anticipated reopening date, prior to when the emails were sent.

Mr. Kloptosky noted that some croquet players have issues with the Creekside court, as well. Supervisor Lawrence recommended that those players attend a meeting and address their issues to the Board.

Mr. Kloptosky stated that some of the emails alluded that the Croquet Club had or would have outside maintenance personnel perform maintenance on the CDD's courts, which is not allowed. Mr. Kloptosky was approached to have a croquet court maintenance person, from another community, speak to the District's personnel for one hour, at a rate of \$15 but it did not occur because Mr. Kloptosky felt that the District was not to that phase, yet, and it would entail insurance and tax matters.

Supervisor Davidson asked if the Amenity Rules of Conduct contained provisions specifying what the District could do if a person using the District's amenities has a history of consistently disseminating misinformation regarding the use of a particular amenity to many people, resulting in ill will and time spent on "damage control", due to the misinformation.

Mr. Clark stated that disciplining those who exercise their First Amendment rights would be "a slippery slope". The District already has provisions for when a person is violent, abusive or hostile. It would be difficult for the District to criminalize the act of "bothering" Mr. Kloptosky by expressing opinions about District-related matters.

Supervisor Lawrence reiterated his recommendation that those with issues attend a meeting to express their opinions to the Board.

Supervisor Smith noted that many beams are cracked and asked if those were part of The Village Center stucco project scope of work. Mr. Kloptosky stated that the vertical columns and hardware must be replaced, eventually, and were not included in Terracon's scope.

Regarding the croquet courts, Supervisor Gaeta heard that croquet players were considering having outside maintenance personnel perform maintenance on the CDD's courts, without the CDD's knowledge, and advised the person that it was not allowed. She asked if a Trespass Notice could be issued to a resident bringing an outside maintenance person on site. Supervisor Gaeta wanted to know what consequences the District could impose on the resident.

Mr. Clark questioned if that type of action violates the District's Rules and suggested clarifying it when the Rules are amended. He suggested a process that included a warning letter to the resident; it would be difficult to make it a trespass offense, as the action would not rise to that category. The outside person performing maintenance would be trespassing but the resident would not.

Mr. Kloptosky stated that his discussion with the resident regarding the outside maintenance person was about the person giving advice to those performing maintenance on the croquet courts. If maintenance personnel wanted to meet with the outside person, they could meet off site. Mr. Kloptosky did not believe that the plan was for the outside person to perform work on the CDD's croquet courts.

Supervisor Gaeta indicated that the outside maintenance person was a resident of Hammock Dunes and not a professional.

Supervisor Davidson suggested the addition of "No maintenance or repairs may be performed upon the amenities without written authorization by the CDD Board of Supervisors." to the CDD Rules.

#### **D. District Counsel**

Regarding the traffic light bond matter, Mr. Clark emailed a draft of the Interlocal Agreement with the County to the Board and received one positive and one "absolutely no" response. He asked the Board to communicate their areas of concern about the agreement.

Supervisor Davidson felt that the "north intersection" reference in the document was really the Main Gate intersection and should be changed to "Main Gate" or "main entrance" intersection, as "north intersection" could be interpreted that the signal would be at the North Gate intersection.

Mr. Clark pointed out that the document defines the "north intersection" as the intersection of Waterside Parkway and Colbert Lane. The name will be updated to "main entrance".

Mr. Clark explained that the concept was to resolve the conflict with the County regarding whether the County will refund the District's traffic light bond, without litigation. The document achieves that, by stating that the County would continue holding the traffic light bond but agree to apply it to traffic signal improvements at the Main Gate entrance and not to seek additional funds from the District for signal improvements at that location. In exchange for not claiming the money, the District is trying to limit its exposure. The County Attorney set forth

that, if the County agrees to the arrangement, the County wants to install mast arms, rather than overhead wired lights. Mr. Clark noted that the mast arm approach would present challenges because plans were not drawn and the County has not determined where the structure would be located; the structures might need to be located on CDD property, which must be resolved. Mr. Clark felt that it would be better to have a structure on CDD property than unsightly overhead traffic signals. The District should be accommodating if the County needs an easement to install mast arm signals. Supervisor Lawrence asked if verbiage about a “mutually agreeable” location could be added to the agreement. Mr. Clark replied affirmatively; the agreement could specify “in a location that does not interfere with any existing structure or signage”.

Mr. Clark will continue eliciting specific comments from the Board, revise the draft and notify the District Manager to add it to the agenda, when the document is ready for discussion.

Mr. Clark advised of pending legislation that could clarify that CDDs have the right to engage towing services to tow vehicles if it complies with all required signage and provisions regarding the towing company. The District’s signage might be compliant; Mr. Clark will provide Mr. Kloptosky with the specific requirements.

Mr. Clark indicated that the pending legislation regarding security system video would allow the CDD to share video information with law enforcement authorities and clarifies the CDD’s ability to use video for purposes deemed appropriate, such as court evidence related to destruction of property. Mr. Clark did not recommend providing video to individuals and confirmed that the District could still deny a public records request for video.

**E. District Manager**

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

**o COMMUNITY WORKSHOP**

- April 7, 2016 at 10:00 A.M.**

The next workshop will be held on April 7, 2016 at 10:00 a.m.

**o BOARD OF SUPERVISORS MEETING**

- April 21, 2016 at 10:00 A.M.**

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

**▪ CDD Employee Health Insurance**

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

Mr. Wrathell received requests from several Board Members to research health insurance for CDD employees. One concept was following the reimbursement structure currently used for



Mr. Kloptosky to obtain health insurance, which would be taxable compensation. If the Board was interested in offering employee health insurance to all CDD employees, Mr. Wrathell recommended consideration of a small group health insurance plan, rather than a reimbursement structure. Mr. Wrathell discussed plan components, plan types, employer contribution and pros and cons to consider when selecting an employee health plan.

Discussion ensued regarding the potential cost for employee health coverage.

Mr. Wrathell will obtain cost estimates for various coverage types.

In response to Supervisor Chiodo's question, Mr. Wrathell confirmed that Mr. Kloptosky would be included in an employee plan, if coverage was offered. He believed that, in a group plan, coverage must be offered to all employees. Mr. Wrathell noted that the District might actually save money by Mr. Kloptosky being on an employee health plan. Supervisor Chiodo surmised that the net cost of group coverage would be lower than any cost estimate because the amount currently paid to Mr. Kloptosky to obtain his own health coverage would be eliminated.

In response to Supervisor Smith's question, Mr. Wrathell explained that health coverage through the Florida League of Cities (FLC) is no longer available.

Mr. Wrathell believed that health coverage rates are standardized for small group plans; agents or employers cannot negotiate the rates.

Supervisor Davidson suggested that Mr. Wrathell obtain cost estimates for PPOs, only. Mr. Wrathell asked the Board to remain open-minded, as many plans register their in-network component as an HMO; however, a waiver can be added to eliminate the requirement for referrals, so it operates essentially the same as a PPO, and allows for out-of-network options.

Supervisor Lawrence asked if Mr. Kloptosky could opt out of a group plan. Mr. Wrathell replied affirmatively.

Mr. Wrathell expected to present health coverage information at the next workshop or meeting.

Supervisor Chiodo asked about preexisting conditions. Mr. Wrathell voiced believed that preexisting conditions could not be considered when determining coverage rates.

**\*\*\*Mr. Wrathell left the meeting.\*\*\***

Supervisor Lawrence voiced his opinion that residents would question why the CDD would pay for health coverage for District employees.

**A. Continued Discussion: Updates for Rules of Procedure, Chapter VI, Relating to Management of Stormwater Systems, Easements, Ponds and Pond Banks**

**i. Policy for Stormwater Right-of-Way Utility Easements**

**▪ Obstructions Removal Agreements – Option 1**

The following change was made:

Page 2, Item 2, Line 2: Insert “and repair easement with turf only” after “expense”

The following changes were made to Chapter IV, of the Rules of the Grand Haven Community Development District:

Page 3, Part 2, Section 1, Line 6: Insert “be” after “may”

Page 3: Change “PART 2” to “PART 3”

Page 3: Change “PART 3” TO “PART 4”

Page 2, Part 2, Section 3, Line 2: Delete “.” after “like”

Supervisor Smith referred to Section 1, on Page 3, and questioned if the District had authority for the Pond Bank Plan to supercede the Covenants, Conditions and Restrictions (CC&Rs). Mr. Clark replied affirmatively; to the extent that the District’s plan describes a Florida-Friendly landscape, it overrides any conflicting provisions of the CC&Rs. Mr. Clark indicated that, for clarification, the Rules could reference the related statute.

**▪ Obstructions Removal Agreement – Option 2**

This item was not discussed.

**ii. Policy for Clearing Development and Planting of District-Owned Detention Pond Lake Banks**

This item was not discussed.

**iii. Best Management Practices for Storm Water Detention Pond Bank Plantings**

This item was not discussed.

**B. Continued Discussion: Updates for Rules, Policies and Fees for all Amenity Facilities**

The following changes were made:

Page 8, Item (28), Line 1: Insert “and scooters” after “Bicycles”

Page 8, Item (28), Line 3: Change “Bicycles and scooters” to “Bicycles, scooters, hoverboards and the like”

Page 11, Item (12), Line 2: Change “scooters and” to “scooters, golf carts, hoverboards and the like”

Page 15, Item (9), Line 2: Change “skateboards and” to “skateboards, scooters, golf carts, hoverboards and the like”

Page 16, Volleyball Court Policies, Item (4), Line 2: Change “skateboards and” to “skateboards, scooters, golf carts, hoverboards and the like”

Page 16, Basketball Facility Policies, Item (4), Line 2: “skateboards and” to “skateboards, scooters, golf carts, hoverboards and the like”

Page 27, Item 6: Change “welfare, safety or reputation,” to “welfare or safety”

Page 27, Item 5, Line 2: Change “patrons” to “Patrons” and “guests” to “Guests”

Page 27, Item 6, Line 2: Change “patrons” to “Patrons” and “guests” to “Guests”

Supervisor Lawrence asked about including verbiage to ban drones. Mr. Clark noted several pending legislative bills regarding drones and suggested delaying a decision about drones until the legislature rules.

**C. Discussion: 2016-2017 Roadway Resurfacing**

This item was discussed during Item 6.A.

**D. Discussion: Suggested Uses for Former 9<sup>th</sup> Green Site**

Supervisor Smith felt that, if professional outside guidance was sought, the plan for the area should:

1. Support passive sport capabilities with low maintenance and damage potential, such as a badminton court, a shuffleboard court, a barbecue area with covered pavilion, restrooms with power and water, a horseshoe pit and a backyard croquet court.
2. Not require major lighting.

Supervisor Davidson voiced his opinion that a natural play area and barbeque area should be eliminated from any plans, due to liability reasons, as a barbeque area would be a fire hazard and children could be injured on a playground. Supervisors Chiodo and Lawrence had the same reservations about including a barbecue area. Supervisor Smith pointed out that the state parks seem to manage with having barbecue areas.

Supervisor Lawrence wanted a concert area. Supervisor Gaeta suggested a portable noise barrier. Supervisor Lawrence felt that grass should be installed but no other improvements until an obvious need arises.

This item will be included on the workshop agenda. Mr. McGaffney asked the Board Members to submit their ideas to him.

▪ **Candidate’s Night**

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

Supervisor Lawrence advised that Mr. Tom Byrne, a resident, agreed to moderate Candidate's Night. The event would include City Council and Sheriff candidates, along with any CDD Board candidates.

Supervisor Lawrence will schedule the Candidate's Night for October 13, 2016 and coordinate with Mr. Byrne.

Supervisor Davidson received an email from Ms. Jackie Estes, of the Palm Coast Observer, requesting an interview regarding running as a CDD candidate. He anticipated that, with the increased interest from the Palm Coast Observer and Next Door Grand Haven, the CDD elections would no longer be quiet.

**E. Business Plan Objectives**

Regarding her community communication goal and, in light of the numerous emails and telephone calls received, Supervisor Gaeta recommended sending an e-blast to the community regarding the status of various projects being undertaken now and in the future. She believed that status update e-blasts would be beneficial to residents and help dispel misinformation or misunderstandings, relative to project time frames and delays.

Supervisor Lawrence believed that the District tried to provide updates, in the past; however, it required a lot of work. Supervisor Gaeta suggested a bullet point e-blast. Supervisor Lawrence maintained that it would still require a lot of work. Supervisor Gaeta felt that the e-blast updates were better than Mr. Kloptosky spending a morning addressing matters with residents. Additionally, the e-blasts would be evidence of resident "assessments at work", answer resident questions about when projects would be completed and dispel false rumors. Supervisor Gaeta noted that some residents already consulted an attorney because they mistakenly thought an amenity was being removed.

Supervisor Davidson questioned if the intent was to provide information via e-blast, which has limitations, or disseminate the information via The Oak Tree. Additionally, it must be determined whether the purpose of the communications would be to fact-check and dispel rumors or would it be an attempt to provide information about ongoing projects.

Supervisor Lawrence recalled Mr. Wrathell's previous comments that the Board is more communicative with residents than any other Boards. He felt that extra effort would not eliminate the misinformation issues.

Mr. Kloptosky agreed with Supervisor Lawrence and stated that drafting e-blasts takes a tremendous amount of his time to describe the projects in a manner that residents understand.

Mr. Kloptosky feared that Supervisor Gaeta’s suggestion was based on a situation related to one resident and questioned if preparing a status e-blast was worth his time and effort. Supervisor Davidson agreed with sending e-blast updates containing simple information. It was noted that the CDD has a section in The Oak Tree.

Mr. Kloptosky contended that he does not receive many complaints and that the current situation was contrived by one person. Mr. Kloptosky reiterated his opinion that the person who is the source of the matter is the issue, not necessarily residents, in general.

Supervisor Davidson suggested compiling the emails and rumors and publishing the facts in the next edition of The Oak Tree.

**EIGHTH ORDER OF BUSINESS**

**OPEN ITEMS**

This item was not discussed.

**NINTH ORDER OF BUSINESS**

**SUPERVISORS’ REQUESTS**

Supervisor Davidson reported that the Grand Haven Realty sign will be removed in a few weeks and a smaller sign will be installed, in approximately the same location, for the ICI Homes model homes. The additional development could generate traffic issues on Colbert Lane.

Supervisor Davidson discussed the Tuscan Gardens<sup>®</sup> of Palm Coast senior living facility, which is a \$50 million project, scheduled to break ground this summer. In response to Supervisor Gaeta’s question, Supervisor Davidson confirmed that the development is entirely rental units, with rates of \$3,500 to \$4,600 per month. Supervisor Gaeta asked if the developer was seeking local investors because the project was underfunded. Supervisor Davidson indicated that the developer wants 10% of the project to be with local investors.

**TENTH ORDER OF BUSINESS**

**ADJOURNMENT**

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

**On MOTION by Supervisor Gaeta and seconded by Supervisor Davidson, with all in favor, the meeting adjourned at 2:03 p.m.**

A handwritten signature consisting of stylized, overlapping letters, possibly 'AA', written in black ink.

Secretary/Assistant Secretary

A handwritten signature consisting of a large, circular loop followed by several horizontal strokes, written in black ink.

Chair/Vice Chair