

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

A Community Workshop of the Grand Haven Community Development District's Board of Supervisors was held on **Thursday, June 2, 2016 at 10:00 a.m.**, at the **Grand Haven Village Center, Grand Haven Room, 2001 Waterside Parkway, Palm Coast, Florida 32137.**

**Present at the meeting were:**

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

**Also present were:**

Howard McGaffney	Wrathell, Hunt and Associates, LLC
Louise Leister	District Horticulturalist
Kristopher Linster	Terracon Consultants, Inc.
Barry Kloptosky	Field Operations Manager
Ashley Higgins	Grand Haven CDD Office
Robert Ross	Vesta/AMG
Rob Carlton	Resident, GHMA President
Jim Gallo	Resident

**FIRST ORDER OF BUSINESS**

**CALL TO ORDER/ROLL CALL**

Mr. McGaffney called the workshop to order at 10:05 a.m., and noted, for the record, that all Supervisors were present, in person.

An updated agenda letter was distributed.

**SECOND ORDER OF BUSINESS**

**PLEDGE OF ALLEGIANCE**

All present recited the Pledge of Allegiance.

**THIRD ORDER OF BUSINESS**

**CONSULTANTS, GUEST REPORTS &  
PRESENTATIONS**

- A. *Terracon Consultants, Inc.*, Proposal for Moisture Intrusion and Remediation Design Services for Phase 1 and Phase 2**

Mr. Kristopher Linster, of Terracon Consultants, Inc., (Terracon), indicated that the Phase 1 and Phase 2 proposals were revised to break out work, as requested. Mr. Kloptosky previously advised Mr. Linster of his and the Board's possible reluctance to proceed with the entire project and preference to complete roof repairs and wait to determine if the repair was successful. Mr. Linster stated that the most "bang for the buck", based on time, value and money, would be to complete the entire project, at once, as multiple contractor mobilizations would incur unnecessary additional costs. Terracon could prepare the entire design document and outline, in the owner's project requirements and contract language, the potential for the work to be completed in phases, in order that bidders understand those terms when they bid. The term "phased construction" should be avoided, as it could result in additional mobilization costs in the bids. The bid package language could specify the possibility of periods of inactivity, which would also help alleviate encumbering entire areas of The Village Center, at one time. Once the roof repair is completed, Terracon could perform testing, with a water apparatus, to ensure the performance of the repair, without waiting for a rain event. If there are issues with the repair, those could be addressed immediately. This approach would expedite the process, avoid starting and stopping and minimize the contractor's mobilization.

Mr. Kloptosky agreed that the repairs should be completed and tested, first, and that the design documents are necessary, as they are required for permitting. Mr. Linster stated that the designs could be completed in phases and, once a design piece is completed, the contractor could begin work on that particular phase, which would streamline the project, from a scheduling standpoint. With this approach, the contractor could still bid on the entire project, conceptually; however, on the downside, it would require the contractor to make more assumptions because not all information would be available at the time of the bid. The choices are a quickly processed schedule or the most cost-effective method.

Mr. Kloptosky asked if a permit from the City would be required for the repair phase. Mr. Linster stated that, based on the scope of the repair, it might be possible to complete the repairs without a permit; however, the City of Palm Coast is different so he must verify.

Supervisor Lawrence asked for an explanation of Phases 1 and 2.

Mr. Linster stated that Phase 1 is the design phase, which includes designs for the entire project. Phase 2 is the construction phase, which includes monitoring construction, performing tests, etc., to verify that the contractor is completing the work, per Terracon's design. Mr. Chiodo asked if the design would include a scope of work. Mr. Linster replied affirmatively; a

summary of work would be included, which would be enough information for the contractors to prepare a budget proposal. Supervisor Chiodo asked if the bid process would commence at the beginning of Phase 2. Mr. Linster replied affirmatively; once the District has the design documents, the project could go out to bid. Supervisor Davidson noted that the Pre-Bid Conference was included in Phase 1. Supervisor Chiodo pointed out that the Pre-Bid Conference would be prior to the bid phase but does not include any part of construction. Mr. Linster stated that the cutoff point would be awarding of contracts. Terracon would hold the Pre-Bid Conference during Phase 1, the project would go out to bid and, once the bids are received, an award of contract would trigger Phase 2.

Mr. Kloptosky asked if the roof repairs could be completed simultaneously with Phase 1, separately from the Phase 2 construction. Mr. Linster stated that it was possible but, since this would not be a large project, the time from when the flashing repairs are completed to when the designs are completed, would not be much; therefore, there would not be much benefit to that approach. In response to Supervisor Lawrence's comment, Mr. Linster stated that completing a piece of the design, commencing construction and then finishing the designs would not be of great benefit to the District, due to the small size of the project. Mr. Kloptosky voiced his opinion that designs were not necessary for the flashing repairs. Mr. Linster indicated that the District would receive a much better product if the contractor had details to follow; if there was only a scope of work, the contractor would freestyle and do what they think would be best. The reason the District brought Terracon into this project was to provide details for contractors to follow so that the work is completed correctly. Mr. Kloptosky asked if the flashing repair contractor would be expected to use the same products, stucco flashing and membrane, on top, as what would be used on the remainder of the building. Mr. Linster replied affirmatively; everything would be consistent. In the construction world, "products do not fix problems, systems fix problems"; Terracon is not a manufacturer recommending products; rather, Terracon designs a system to resolve the problems.

Supervisor Gaeta asked if Terracon would provide specs. Mr. Linster stated that specs and drawings would be provided. In response to Supervisor Lawrence's question, Mr. Linster confirmed that Terracon would provide detailed instructions of what the contractor must do.

Supervisor Davidson referred to Item 7, of the Phase 1 proposal, regarding preparation of the form of contract, noted that District Counsel prepares the District's contracts and asked if that \$500 item could be removed from the proposal. Mr. Linster replied affirmatively.

Supervisor Davidson felt that all other items in the Phase 1 proposal were necessary and of value. He was in favor of commencing with Phases 1 and 2, now, as the project is long overdue.

Regarding certification of the project, Mr. Linster explained that “certification” is ambiguous. The District would have a product warranty from the manufacturer and a workmanship guarantee from the contractor. The District’s power would be that the contractor’s pay applications could be rejected if the work was not completed to Terracon and the District’s specifications. Terracon reviews the pay applications and provides the District with a recommendation on whether to pay it.

Supervisor Lawrence referred to a statement in the proposal that “client will provide a lift to gain access...” Mr. Kloptosky stated that the District has a lift truck but questioned if use of it should be allowed, due to liability purposes. Mr. Linster indicated that the lift would be necessary to reach the high portions of the A-frame. Mr. Kloptosky believed that the District’s lift could not reach that high. Mr. Linster stated that the item could probably be eliminated and Terracon could use ladders to access certain areas.

Mr. Kloptosky felt that Terracon’s proposals were generic and did not specifically state what work would be performed. The section regarding site visits was unclear. Regarding the Fee Schedule and Reimbursable Expenses Schedule, Mr. Kloptosky wanted an all-inclusive proposal, with no additional costs, unless there is something unforeseen. Mr. McGaffney asked if mileage and per diem were already included in the proposal price. Mr. Linster stated that the proposal has a lump sum value; however, an unforeseen circumstance would be brought to the Board’s attention for possible payment. Supervisor Davidson wanted the Fee and Reimbursable Expenses Schedules entirely removed from the proposals and, if Terracon “needed additional money, you would just come to us”. Mr. Linster agreed to remove those items and suggested a statement that “Should additional services be required, Terracon will come to the Board with the requested rates.” Mr. Kloptosky wanted a statement that additional services would require client approval prior to incurring additional costs. Supervisor Davidson summarized that the Fee and Reimbursable Expenses Schedules would be removed from the proposals and the statement “Should additional services be required, client will be contacted for approval.”, would be added.

Supervisor Smith asked when Terracon would invoice the District. Mr. Linster stated that Terracon typically invoices every 30 days; therefore, upon receipt of the contract and Notice to Proceed, work would commence immediately and, within 45 days, the first invoice should be

sent to the District. Supervisor Smith asked how long the full cycle would be for Phase 1. Mr. Linster asked if the Board wanted to review the design documents, in draft form. Mr. Kloptosky replied affirmatively. Mr. Linster stated that 90% complete draft documents could be provided to the Board within the first month of the contract. Supervisor Smith asked if the draft designs would be available prior to the first billing. Mr. Linster confirmed that would be the goal. Supervisor Davidson wanted the 90% complete draft designs submitted for review at the July 21 meeting.

Supervisor Lawrence referred to Item 3, in the Phase 2 proposal, regarding periodic site visits, and asked Mr. Linster to define “periodic”. Mr. Linster stated that the lump sum value would include the necessary number of site visits.

The Board was in agreement with approval of Terracon’s Phase 1 and Phase 2 proposals, amended as discussed, and placement of this item on the June 16 Consent Agenda. In response to Mr. Linster’s question, Mr. McGaffney stated that the District is unable to execute the contract until after approval at the next meeting; however, Terracon could proceed, based on the Board’s general consent that it would approve the proposals at the June 16 meeting, and begin preparing the design documents. Mr. Linster asked if the District could email Terracon specifying Mr. McGaffney’s statement. Mr. McGaffney stated that he would send an email highlighting today’s workshop and the Board’s intent to proceed and approve the proposals at the June 16 meeting.

Mr. Linster will revise the proposals, as discussed and await an email confirmation of the Board’s intent to approve the proposals at the June meeting.

Supervisor Davidson asked if the Chair could execute a contract prior to the next meeting. Mr. McGaffney will confer with District Counsel. Mr. Linster stated that an email of the Board’s intent would be sufficient for Terracon to commence the Phase 1 work.

Supervisor Lawrence referred to Item 7., of Phase 2, whereby Terracon would conduct a warranty inspection one to two months prior to expiration of the contractor’s warranty, and asked if it was standard to include that item in the proposal and receive payment for it, when the activity would not occur for one or two years. Mr. Linster stated it is the Board’s decision whether it would want the inspection but Terracon prefers to conduct an inspection prior to expiration of the contractor’s warranty. Mr. Kloptosky suggested that Terracon provide payment schedules for the proposals and specify that Item 7 would not be payable until the inspection occurred. Mr. Linster stated that would be possible but could create an accounting issue, as the project would have been completed two years earlier. Mr. Kloptosky asked about including the

inspection on the proposal but removing the cost and adding language that the inspection would be billed when completed. Mr. McGaffney stated that Management would not pay for advance services; therefore, the fee for the inspection should be removed and a notation added stating that the inspection would be billed at the time of service. In response to a comment by Mr. Linster, Supervisor Davidson stressed that Terracon should not shortchange themselves.

Mr. Linster asked if a decision was made regarding the additional construction items, such as the stone and upgrades. Mr. Kloptosky stated that the type of stone was already known; it will match the theme of the building. Mr. Linster indicated that the information would be necessary to include it in the designs. Mr. Kloptosky will advise Mr. Linster of the stone type.

Supervisor Davidson asked about the impact of other planned projects, such as the addition of a storage area. Mr. Kloptosky stated that the storage area addition would be impacted so that wall would not be completed until the addition was completed. Supervisor Davidson stated that Mr. Kloptosky should proceed with obtaining conceptual plans for the addition to provide to Terracon. Mr. Linster asked who was designing the storage addition and café expansion. Mr. Kloptosky obtained an all-inclusive proposal from a contractor who would prepare a drawing, once the District was ready to proceed with permitting. The design drawing was included in the all-inclusive proposal but Mr. Kloptosky believed he could obtain it, separately. For Terracon's purposes, Mr. Kloptosky stated that it only involved extra stucco around the building. Supervisor Gaeta asked if Terracon might be interested in the storage addition and café project. Mr. Linster replied affirmatively; Terracon has a full architectural design staff. Mr. Kloptosky stated that Terracon must provide a proposal for comparison to the proposal he already obtained. Mr. Kloptosky will send the details to Mr. Linster.

Supervisor Lawrence wanted to discuss a Request for Qualifications for District Engineering Services.

Supervisor Lawrence wanted an update regarding the back taxes and assessments owed by the Vista Par Condominium and Escalante Golf (Escalante). Supervisor Davidson stated that the Clerk of Court or Tax Collector would know the status; it depends on when the tax certificates are sold. There might be no change, at this time.

**B. *Louise Leister, District Horticulturalist: Update on 2016 Common Area Projects/Firewise/Dead Tree Removal/Replacement Plantings***

Ms. Louise Leister, District Horticulturalist, stated that a landscape architect to create a landscape design plan would be necessary, in conjunction with The Village Center moisture

intrusion project, because the landscaping in front of the building must be removed. Ms. Leister will consult with Yellowstone Landscape (Yellowstone) to create a design. She will also obtain a design plan for replacement of the Washingtonian palms.

Ms. Leister read a letter she wrote to the Board detailing her duties, project oversight, pay rate and increased time working in the District, beyond the original estimation of the hours required. She noted that her current rate of \$400 per month averages to about 12 hours of work; however, in May, she spent 56 hours working in the District. Ms. Leister requested a rate increase from \$400 per month to \$575 per month.

Supervisor Chiodo asked for an explanation of the type of work Ms. Leister performed and the estimated savings to the District. Ms. Leister stated, for example, if an arborist were consulted for every tree issue, the arborist would charge \$1,500 to \$2,000 each time, for the type of tree-related work that she performs. Furthermore, Ms. Leister does not charge, separately, for her time designing. Ms. Leister estimated that her services have saved the District “hundreds of thousands of dollars”, per year. Supervisor Chiodo agreed with increasing Ms. Leister’s pay. Mr. Kloptosky confirmed that Ms. Leister consistently works more than the initially anticipated eight to ten hours and he could not recall her ever submitting an additional invoice for extra work.

Ms. Leister discussed the improvements in the community, under her tenure, and voiced her opinion that property values increased, due to those improvements. She felt that the community is now more beautiful than Ocean Hammock.

Supervisor Davidson believed that Ms. Leister’s services were worth more than what the District pays. Several items were for work on projects that should be separated from the regular salaried work. Mr. McGaffney directed Ms. Leister to provide a fee schedule for inclusion on the June 21 agenda.

Mr. Kloptosky asked if Ms. Leister would invoice monthly or invoice for only the services performed. Supervisor Davidson stated that Ms. Leister has always invoiced monthly; that process would not change. Supervisor Lawrence supported implementing the \$575 monthly rate on the next invoice.

Ms. Leister gave a slide presentation. Expenses were over budget because several unique events occurred during Fiscal Year 2016 that were previously manageable but required greater attention in Fiscal Year 2016. Catastrophic wax myrtle disease killed many trees, creating a

major safety issue; 90% of the District has wax myrtles. The wax myrtles are dead or dying and nearly 200 trees were removed, thus far.

Ms. Leister pointed out that the District does not have an emergency contingency fund for these types of events. Typically, these types of issues must be addressed immediately and there is no time to stop and wait for approval. Numerous tree and vegetation issues were detailed, which required trees and vegetation to be trimmed, removed, etc., throughout the community.

Ms. Leister stated that the budget does not contain line items for some types of emergency work; therefore, the costs must be applied against other line items. Due to the Washingtonian palm tree removal project and other emergency work, the \$14,400 "Oak tree pruning" budget line item was already over budget, at approximately \$29,000. As an aging community, Ms. Leister suggested determining how to accommodate emergency work, in the budget, such as creating a category for dead tree removal, and budgeting for it.

Supervisor Davidson asked Ms. Leister to create a list of categories and approximate budget amounts that would enable more precise accounting of the work completed and work could be billed properly. As the Fiscal Year 2016 budget was already over budget for tree work, Supervisor Davidson stated additional work should be on hold until Fiscal Year 2017, unless an emergency arose.

Ms. Leister recalled that the budget for vine removal was not used in Fiscal Year 2015 so she asked for the unused funds to be carried over to Fiscal Year 2016. It was included but, subsequently, removed, unbeknownst to Ms. Leister. She believed that the Fiscal Year 2016 budget contained \$15,000 more than it did.

Mr. Kloptosky clarified that \$75,000 was budgeted in the Capital Improvement Plan (CIP) budget for these types of projects. Of the \$75,000, \$50,000 was designated for vine removal and \$25,000 was designated for general landscape rejuvenation repairs. Previously, Ms. Leister asked for another \$15,000 in the Fiscal Year 2016 budget but it was not added to the budget; however, she did not know that and proceeded believing that she had \$15,000 more than was actually budgeted.

Supervisor Davidson pointed out that the \$15,000 did not appear in the Fiscal Year 2017 proposed budget, either. Additionally, the \$15,000 would not be for capital improvements, it would be for repairs.



Ms. Leister discussed Firewise removals, and repairs and replacement, following the Firewise work and the impact to the budget. Mr. Kloptosky stated that funds must also be budgeted for repairs and replacement to areas related to removal of the Washingtonian palms.

Supervisor Lawrence stated that the CIP budget for Fiscal Year 2016 is \$590,969, including the \$75,000. To date, only \$457,000 of CIP work was approved; therefore, there is room in the CIP budget to absorb the costs.

Supervisor Smith questioned why expenses are considered capital expenses, as it makes it invisible for the Board to monitor. Including those types of expenses on the regular budget would provide visibility. Mr. Kloptosky stated the original concept of the "Landscape rejuvenation" line item was that it was capital because it was for enhancements to the community's landscaping; however, over time, it morphed into other work. Supervisor Davidson favored reconstructing the method of accounting for the landscape expenses that are not capital improvements and budgeting realistically. Supervisor Lawrence voiced his opinion that replacing trees was a capital expense. Supervisor Chiodo acknowledged that installation of new trees would be a capital expense but did not agree that expenses related to removal of trees was a capital expense. Ms. Leister stated that vine removal should be a category. Supervisor Chiodo stated that a removal of dead trees category was necessary. Supervisor Davidson surmised that the \$25,000 in the CIP budget for vine removal should be moved to O&M, with another \$30,000 added. Ms. Leister will coordinate with Mr. Kloptosky to review the District's billing process. Mr. Kloptosky explained that three accidents required trees to be removed, which was billed against the landscape budget but, when the insurance proceeds were received and, contrary to what Ms. Leister believed, the funds were considered revenue and not credited back to the line items as available funds for Ms. Leister to use.

Supervisor Chiodo stated that the insurance proceeds should not be identified as revenue; those funds are a deferment of an expense and should be reflected in the appropriate budget line item. Mr. Kloptosky stated that every insurance claim paid to the District goes into revenue. Supervisor Chiodo stated that process did not adhere to appropriate accounting procedures. Ms. Leister noted that a tree damaged by an accident must still be removed; however, there is no money to remove it because the insurance proceeds were applied elsewhere in the budget.

In response to comments from Ms. Leister regarding interactions with some residents, Supervisor Chiodo stressed that disrespectful and/or threatening behavior towards Ms. Leister was unacceptable. Ms. Leister must report those incidents to the Board or Staff so that the

District can take action. Ms. Leister stated that a particular resident repeatedly threatened her and Yellowstone employees; she submitted three incident reports. Supervisor Davidson asked what, if anything, was done in response to the incident reports. Mr. Kloptosky replied “Not as of yet. I have them in my possession.” Supervisor Davidson stressed that the matter must be pursued. Mr. Kloptosky stated, “I do not really want to talk about this publically. There is another issue behind all that. I can talk to the Board Members.”

Supervisor Smith asked Mr. McGaffney to research alternatives for CDDs to process insurance receipts. Mr. McGaffney felt that the insurance proceeds would continue being booked as revenue but would verify with Mr. Wrathell. Mr. Kloptosky believed that this matter was previously discussed and there was reason that the insurance proceeds must be booked as revenue. Board Members felt that, if insurance proceeds are collected, the District should be able to move the funds to the appropriate budget line item so that the funds are available for use.

Mr. McGaffney stated that, in governmental accounting, as long as actual expenditures do not exceed budgeted expenditures, it does not create an issue. Moving funds to various line items might be helpful in tracking expenditures but the District would then lose maximum flexibility by pulling funds from capital reinvestment.

Supervisor Chiodo pointed out to Mr. McGaffney that the Board was not saying that. Going forward, those items should not be placed in infrastructure capital.

Ms. Leister noted that insurance claims take a lot of her time.

Regarding insurance claims, Mr. Kloptosky experiences the same issues. If there is damage in the community, repairs are paid for from the “Community maintenance” line item; if a repair costs \$10,000 and the insurance proceeds are booked to revenue, he has \$10,000 less to spend but, technically, if “Community maintenance” was over budget, it would be a “wash” because the offsetting funds would be in revenue.

Supervisor Gaeta stated that oak trees, along Waterside Parkway, were developing growths on the trunks. Ms. Leister stated that it is due to age and noted that the District’s trees are very large. When the \$14,400 budget for tree pruning was established, the trees were immature. In response to Supervisor Gaeta’s question, Ms. Leister confirmed that trunk growths do not affect the tree’s health.

Ms. Leister stated, inside the Main Gate, on the right side, sod does not grow, because the area is densely shaded. That area will be addressed in Fiscal Year 2017 to improve the appearance.

Discussion ensued regarding potential budget categories that Ms. Leister might want to include in the Fiscal Year 2017 budget.

Ms. Leister continued her slide presentation of the community and described the completed work.

Supervisor Davidson stated that, with four months remaining in Fiscal Year 2016 and Ms. Leister being over budget, fund balance must be used to continue Ms. Leister's work or cease work until Fiscal Year 2017, unless it is an emergency.

Supervisors Davidson and Gaeta agreed that work should be prioritized and Ms. Leister should only complete emergency work, such as removing dead trees, for the remainder of Fiscal Year 2016. Supervisor Lawrence felt that, regardless of being over budget, Ms. Leister's work, including work for aesthetic purposes, should continue, as the expenses could be funded through available funds in the CIP budget. Supervisor Chiodo pointed out that replacing trees during hurricane season was not a budget issue; it was an issue of a hurricane destroying newly planted trees. Supervisor Chiodo agreed with removing dead trees and delaying new trees until Fiscal Year 2017. Supervisor Lawrence asked if trees should never be planted during hurricane season. Ms. Leister indicated that palm trees could be planted because they are staked and could be reset, if they fall. In response to Supervisor Davidson's question, Ms. Leister confirmed that newly installed palm trees could be damaged if they fell during a hurricane. Supervisor Smith felt that, if all work ceased, it would be difficult to catch up, once work resumed. Supervisor Chiodo stated that removals would continue; the question was whether to install new trees and foliage. Supervisor Lawrence reiterated his opinion that the District has capital funds that could be used to complete projects; furthermore, there have been few hurricanes over the past ten years so work should not be delayed because there "might" be a hurricane. Supervisor Lawrence feared resident "push back" if removed trees were not replaced immediately and he would be the first to complain. Supervisor Davidson stated his concern was from a horticultural and environmental standpoint; however, Ms. Leister allayed the concern, stating that planting would not be an environmental or horticultural concern.

Regarding funding Ms. Leister's ongoing Fiscal Year 2016 work, Mr. McGaffney stated the projects on the CIP budget would be reprioritized.

Supervisor Davidson stated, based on Ms. Leister's input, he was in favor of replacing the Washingtonian palms but that no other similar-type projects be commenced, unless there is a threat to property or life. Supervisor Smith did not agree with Supervisor Davidson's position.

Supervisor Gaeta asked if the one-year warranty on the replacement trees would remain in effect if the trees were damaged due to an “Act of God”. Ms. Leister felt that, in that type of situation, Yellowstone would “take very good care of us...they will fix it”. Supervisor Davidson noted Supervisor Smith’s opposition to a temporary cessation of removing vegetation. Supervisor Smith disagreed with stopping vine removal and Ms. Leister’s other work. Supervisor Davidson asked if Supervisor Smith was in favor of continuing Ms. Leister’s projects, even though the budget for that work was already \$20,000 over budget. Supervisor Smith replied on that particular line item, yes, and the overage would be more by the end of the fiscal year; however, if the District is not over the total budget amount, “it does not matter”.

Supervisor Lawrence felt that the overage would be offset by being under budget on other expenses. There is a strong possibility that the District would be under budget for Fiscal Year 2016; therefore, the District could spend the funds with virtually nil or no risk of exceeding its total Fiscal Year 2016 budget.

Ms. Leister stated that, for six years, she was always grossly under budget; this is the first year she was over budget.

Supervisor Chiodo agreed with continuing removal of dead and/or dangerous vegetation, the District should not move money and should just go over budget on that line item and defer to Ms. Leister’s judgment about whether to replant but believed that the CIP budget could be used for replanting activities because it would be a reasonable capital expenditure.

Supervisors Gaeta and Davidson agreed.

Ms. Leister will attend the June 16 meeting.

**\*\*\*The workshop recessed at 12:03 p.m.\*\*\***

**\*\*\*The workshop reconvened at 12:15 p.m.\*\*\***

**FOURTH ORDER OF BUSINESS**

**UPDATES: Amenity Manager**

Mr. Ross stated a resident wants to rent the Grand Haven Room, in July, to hold a fundraiser for the Sheriff. There was no issue renting the room for a political event.

Supervisor Davidson stated that the Memorial Day event was a success.

**FIFTH ORDER OF BUSINESS**

**UPDATES: Field/Operations Manager**

Mr. Kloptosky stated that a letter was received from the National Science Foundation (NSF) alerting the District of their intent to enter the community to survey random residents, which he felt was a form of solicitation. The letter was forwarded to Mr. Clark, Supervisor Davidson and Management. The letter was distributed.

Supervisor Davidson referred to emails regarding another gate access matter. An email from the District's gate access control provider indicated that a private investigator (PI) was serving court documents and threatened a \$1,000 fine if she was not granted access to the community. Mr. Clark's response was that the District could not refuse access.

Regarding the NSF survey, Supervisor Davidson stated that, while the District cannot restrict access, Mr. Kloptosky questioned whether the survey constituted solicitation and whether the surveyor should be allowed access, since the GHMA has a "no soliciting" policy. Mr. Kloptosky believed that residents would be very upset if the surveyor was allowed access to the community. Supervisor Davidson reviewed the letter received from the National Opinion Research Center (NORC) at the University of Chicago. Ms. Shari Krummenacker is the Field Interviewer, with the NORC, who wanted to access the community.

Mr. Kloptosky stated that he advised Ms. Krummenacker of his belief that this would be considered soliciting and would follow up with her. Ms. Krummenacker visited the CDD office, a few days ago, to speak to him and requested access into the community. Mr. Kloptosky reiterated to Ms. Krummenacker that the GHMA has a "no soliciting" policy and told her that he must first speak to District Counsel or the Board because it would not be appropriate to allow her to randomly "knock on doors". To Mr. Kloptosky's knowledge, Ms. Krummenacker did not enter the community. Per Mr. Kloptosky, Ms. Krummenacker tried to access the community several times but the guards did not allow her in and Mr. Kloptosky did not grant her permission to enter; Ms. Krummenacker is awaiting a decision.

Supervisor Davidson's response was that the issue of no solicitation and private property access relates to the GHMA, asked if the GHMA and Flagler County Sheriff's Office (FCSO) were informed of this matter and recommended forwarding the information to the GHMA and FCSO. Mr. Clark agreed. Supervisor Davidson forwarded the information to Dr. Rob Carlton, a resident and GHMA President, Mr. Troy Railsback, the Association Manager and FCSO. Supervisor Davidson surmised that the issues involved in these scenarios would require the combined efforts of the CDD and GHMA and their respective attorneys, as well as FCSO, to

develop policies and mechanics regarding these “requests for intrusion” into the community and private homes.

Supervisor Lawrence suggested requiring Ms. Krummenacker to provide the names and addresses for the homes she planned to visit. Mr. Kloptosky stated that Ms. Krummenacker did not have the names and claimed that, once inside, the NROC provides her with the names and addresses. Mr. Kloptosky voiced his opinion that her inability to provide him with a list of names and addresses sounded “fishy”. Supervisor Lawrence felt that Ms. Krummenacker should be required to call the residents, in advance, for permission and the resident could contact the gate to allow access, and, if she does not call the residents, the guards should say “sorry”.

Mr. Kloptosky stated that, according to Ms. Krummenacker, she would only be supplied with addresses and would not have names or telephone numbers; it is a random survey by addresses. Supervisor Davidson disputed the randomness of the surveys, stating that the homes were selected based on certain demographics; “They know exactly what they are doing”. Supervisor Lawrence advised Mr. Kloptosky to tell Ms. Krummenacker, “If she has an address, she can get a phone number. So, before she comes in, she can call the phone number and say I am Shari...and ... and, if she gets permission, then she can come in.” Mr. Kloptosky stated that the problem is, once inside, Ms. Krummenacker could go wherever she wants.

Supervisor Gaeta questioned if it was incumbent upon the CDD and GHMA Boards to inform residents of this matter, as she finds this extremely intrusive.

Supervisor Davidson stated that an opinion from the FCSO was necessary regarding the PI seeking access to the community and whether it is customary and if a PI is required to tell the security guards where they are going and who they are serving.

Regarding the surveyor’s request for access, Supervisor Davidson stated that the NORC selects whom to survey, based on demographics and questioned how many residents would be surveyed. Mr. Kloptosky stated the intent was to survey nine or ten.

Supervisor Davidson voiced his opinion that Ms. Krummenacker is “just a field op”, with no power or authority, and is doing as told by the NORC. Supervisor Chiodo should contact the NORC Survey Project Director, Ms. Lauren Doerr, express the Board’s concerns and inform her that the District wants to know the names and addresses of residents that the NORC plans to survey. Furthermore, the Board wants Ms. Krummenacker to call residents to obtain permission, so the District has an auditable trail of permission from those residents to allow the surveyor into the community.

Supervisor Lawrence preferred informing Ms. Doerr of the “no soliciting” policy; therefore, she cannot “do what she wants” but, if she has specific addresses, the NORC must call the residents, in advance, obtain approval, and the resident must notify the gate to allow Ms. Krummenacker to enter.

Supervisor Chiodo feared that, if one resident agrees, the surveyor could visit the other homes.

Supervisor Lawrence pointed out that the CDD roads are public roads. Supervisor Davidson stated “they are public roads but they are private houses”. Supervisor Lawrence stated, once a person enters, they could go wherever they want.

Supervisor Smith agreed with Supervisor Davidson’s suggested tactic and advising Ms. Doerr that, if anyone from NORC “shows up, unannounced, unexpected, they are going to call the police because they know that is not supposed to happen.”

Dr. Carlton stated that the CDD Board should address the gate access issue and the GHMA would address the “no solicitation” policy. Dr. Carlton felt that the NROC can enter the community and there was no way for the CDD to stop it; however, based on the “no soliciting” policy, once inside, the surveyor would not be allowed to “knock on doors”. The matter was forwarded to the GHMA’s attorney and an opinion was pending. This matter should be addressed, jointly, by the CDD and GHMA. Dr. Carlton, Supervisor Chiodo and the Sheriff will coordinate on this matter and the PI issue. Dr. Carlton doubted there was anything the CDD or GHMA could do if a resident agreed to be surveyed.

Noting that there was no way to refuse an NROC surveyor access into the community, Supervisor Chiodo suggested that the GHMA alert residents of the potential survey and advising residents of their rights and that they could contact the Sheriff.

Mr. Kloptosky presented a proposal with various options to replace the 3’ high fence at Waterside Park with a 6’ high fence. The cost would be \$2,380 to remove 100 lineal feet of 3’ high fence, install a 6’ high fence and a new 6’ x 10’-wide double gate on the north end of the property. The other quotes on the proposal involved extending the fence.

Supervisor Chiodo met with Palm Coast Commissioner Jason DeLorenzo regarding what the District wanted, including increasing the fence and gate height along the entire length or planting dense, prickly vegetation on the outside of the existing fence, with the exception of the gate area, and the District’s desire for the City to share the cost. Mr. Bill Butler, City of Palm Coast Landscape Architect, notified Supervisor Chiodo that a representative would meet with

him, on site, to discuss landscaping options. Supervisor Chiodo met with a representative who advised him of the City's plan to install vegetation along the outside of the fence, at the City's expense, and would irrigate. The representative was not sure when planting would occur but would contact Supervisor Chiodo with further information. At the least, the District must increase the gate height to 6'.

Regarding irrigation, Mr. Kloptosky stated that, upon inspection by a City representative, the area does not have irrigation; there is only one water line.

Supervisor Chiodo recalled that the original agreement with the City allowed for a 3' high fence but questioned if a new agreement would be necessary if only increasing the height of the gate. Mr. Kloptosky felt that a change would require an amendment to the agreement. Discussion ensued regarding who to contact regarding increasing the gate height and whether a permit was necessary or if the agreement must be amended. Mr. Kloptosky will contact the City.

Mr. Kloptosky reported that the tennis court fence posts were rapidly deteriorating and many must be replaced. The project would involve removing the fencing and old posts, installing new posts and reinstalling the fencing. A \$14,660 proposal for the fence work was obtained. The proposal did not include pouring new concrete troughs where necessary, which would cost approximately \$2,000. The work should be completed soon.

In response to Supervisor Lawrence's question, Mr. Kloptosky confirmed that the current posts were metal but the new posts would be powder coated. Supervisor Lawrence favored replacing all fence posts, at the same time.

Dr. Carlton noted that the bottom of the fence should also be replaced because it is no longer looped; it has spiked edges.

Supervisor Smith favored replacing all posts.

Mr. Kloptosky will obtain a proposal to replace all posts on Courts 1, 2, 3 and 4.

Mr. Kloptosky presented a \$2,850 proposal from Yellowstone to install irrigation at the former 9<sup>th</sup> Green site; additionally, Yellowstone would mow the area at no additional charge. In response to comments, Mr. Kloptosky confirmed that the area has Bahia sod.

Mr. Kloptosky stated that the Creekside Parking lot was completed and punch list items were being completed. S.E. Cline Construction, Inc., (Cline), Change Order 1, for \$3,580, to "install poured in place P4 inlet in lieu of precast P6 inlet", remove palmetto scrub for landscaper to install new plantings and to install new striping and wheelstops in the existing parking lot was presented. Discussion ensued regarding the potential for soccer balls to hit vehicles in the



parking lot and potential solutions. Removal of the goal nearest the parking lot was suggested. Mr. Kloptosky discussed landscaping plans for the parking lot area. Paving was scheduled for next Tuesday and should be completed in one day. Once paved, the parking lot would be striped and the wheelstops, landscaping and lights would be installed. Supervisor Davidson suggested holding a ceremony reopening the parking lot. Mr. Kloptosky discussed the wheelstop type and locations. The original part of the parking lot would also be restriped. In response to Supervisor Chiodo's question, Mr. Kloptosky indicated that the existing parking area has one handicapped parking spot and another would be added in the new area. Mr. Ross asked about parking spots for motorcycles. Mr. Kloptosky stated that a spot that was previously thought to be too small for vehicle parking was actually large enough for a vehicle parking space so no motorcycle parking spaces would be added; however, a spot could be split for motorcycle parking.

Mr. Kloptosky stated that the proposed inlet change was per his request. The remaining items in Change Order 1 were reviewed. Change Order 1, for \$3,580, included a \$600 credit for changing from Type F curbs to Miami curbs.

The Board agreed that the Change Order was within Mr. Kloptosky's spending threshold and the work should proceed.

Mr. McGaffney stated that Change Order 1 would be included on the June 16 agenda for ratification.

## SIXTH ORDER OF BUSINESS

## DISCUSSION ITEMS

### ▪ Discussion: Non-Resident Continuing Release of Liability

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

Mr. Ross recalled that this arose due to the nonresident who frequently played tennis and was not signing a liability waiver each time he played. Supervisor Lawrence believed that creating a Continuing Release of Liability was because the nonresident tennis player arrived before the amenity office opened and could not sign the waiver before playing. Supervisor Davidson pointed out that the wording implies that the nonresident must revoke the Continuing Release of Liability and deliver it to The Village Center or Creekside staff. The nonresident must still pay each time he plays; payment could be made two days in advance at the time the court is reserved. Supervisor Gaeta recalled questions about what happens if the nonresident player paid in advance and it rained.

Debate ensued regarding whether the guest or resident should be responsible for paying the daily guest fee. On Page 4, of the document included in the agenda, Item 1, states, “All Daily Guests must pay the daily usage fee...”; however, Supervisor Chiodo believed the wording was an oversight and the verbiage should be changed to state that the resident is responsible for payment of the daily guest fee, not the guest. Discussion ensued regarding how to reword that section. The verbiage was changed to “Payment of Daily Guest fees is the responsibility of the sponsoring patron.” Supervisor Davidson questioned if the policy could be immediately enforced. Mr. McGaffney stated that it would be a procedural matter and the verbiage could likely be changed without holding a public hearing; he will confer with District Counsel and present this item at the next meeting.

▪ **Discussion: Enforcement of Bicycle/Scooter Parking Policy**

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

Mr. McGaffney discussed an idea for enforcement of the District’s current policy, which was a “campaign” to create community awareness of the bicycle and scooter parking policy, via e-blasts, and explain the process, if not properly parked. If an illegally parked bicycle was confiscated, Supervisor Davidson questioned what proof of ownership a person would be required to provide to have their bicycle returned to them. Supervisor Smith suggested an e-blast notification of the policy and making adjustments, later, if the situation does not improve.

Staff will draft an e-blast to notify residents of the policy and e-blast it once per week, for one month.

▪ **Discussion: CIP**

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

Supervisor Lawrence stated that the District had sufficient capital in Fiscal Years 2016 and 2017 to complete approved projects.

Mr. Kloptosky wanted to purchase a cement mixer, for \$3,200, so that in-house staff could complete concrete work. Although the purchase would be within Mr. Kloptosky’s spending threshold, he asked for the Board’s approval, as he believed it would be a capital expense. The Board was agreeable to the purchase. Supervisor Lawrence would add \$4,000 to the Fiscal Year 2016 CIP projects list “Purchase concrete mixer (evaluate cost vs contract work)” line item.

Mr. Kloptosky asked to purchase a box blade grader to use on coquina paths and in other areas, so that in-house staff could perform the work. Supervisor Lawrence would add this item to the Fiscal Year 2016 CIP projects, for \$1,800.

Mr. Kloptosky wanted approval to commence installation of the “Bocce court canopies (4)” and to increase the Fiscal Year 2016 project list line item amount to \$25,000. The original concept was to install four individual awnings at the ends of each court; however, the bocce ball players want full-length awnings extending completely across both ends of both courts, which would increase the price from approximately \$20,000 to \$25,000. Supervisor Davidson noted that this project could result in pickleball, Petanque and croquet players requested awnings, as well. Mr. Kloptosky stated, “The pickleball people are happy right now because they are getting benches, so they have not mentioned anything else.” Supervisor Davidson asked for photographs of the proposed canopies. Mr. Kloptosky could provide a sketch but stated the awnings would look the same as the Creekside awning but longer. Supervisor Davidson suggested obtaining additional bids. Mr. Kloptosky stated that the proposed price was “standard”.

Supervisor Lawrence stated that, with the addition of these three items, the CIP budget would still have approximately \$100,000 remaining.

Approval of these three items would be included as Consent Agenda items at the next meeting.

Supervisor Lawrence recalled discussion of installing an awning over the bicycle racks, since riders were required to park in the racks. The Board did not wish to discuss this matter.

Regarding the Fiscal Year 2017 CIP budget, discussion ensued regarding the budgeted tennis court projects. Supervisor Lawrence felt that everything should remain, for now, and adjustments could be made, as warranted.

Supervisor Chiodo questioned whether the \$10,000 “Rejuvenate Front Street coquina path” line item was necessary, if Mr. Kloptosky purchases a box blade grader. Supervisor Lawrence replied “No, probably not.” but suggested retaining the line item. Mr. Kloptosky stated there would be expenses for coquina replacement and possible curb replacement.

**A. Continued Discussion: Fiscal Year 2017 Proposed Budget**

Regarding booking insurance proceeds as revenue, as opposed to booking them with the related line item, Mr. McGaffney stated that Management’s Controller advised that showing insurance proceeds, as revenue, was standard accounting practice. The entire purpose of

“Infrastructure reinvestment” was to show assessments increasing based on those projects; if items were moved to the operation and maintenance (O&M) portion of the budget, it would appear that the O&M assessment was increasing but the Board previously wanted fluctuations to come from the CIP side.

Supervisor Chiodo felt that, if O&M needed to be increased, based on realities, then it should be increased, under O&M.

Mr. McGaffney questioned if the Board wanted to move the vine removal/Firewise, etc., line items from “Infrastructure reinvestment” to O&M. The Board concurred with moving the items.

Supervisor Davidson noted that “IT support”, on Page 2, was budgeted at \$15,000, for both Fiscal Years 2016 and 2017 but expenses were already approximately \$22,000, for Fiscal Year 2016, and suggested increasing the Fiscal Year 2017 line item amount to \$18,000.

Supervisor Davidson recalled that, in Fiscal Year 2016, “Water - Creekside - #324043-45080”, on Page 3, was budgeted at \$6,500 but was already at \$12,022 and noted that the pull chain showers, by the “kiddie showers”, were leaking very badly, which could be contributing to the increase. Mr. Kloptosky stated that was never reported to him. The proposed Fiscal Year “Water - Creekside - #324043-45080” line item would remain budgeted at \$12,000.

Supervisor Chiodo recalled that LED streetlights were installed and savings were being realized and asked if the savings were projected to continue through the balance of Fiscal Year 2016. Ms. Higgins stated that the average savings were approximately \$2,000, per month. Supervisor Chiodo pointed out that the “Street lights<sup>1</sup>” line item, on Page 3, of proposed Fiscal Year 2017 budget, did not accurately reflect the savings. Mr. McGaffney believed that Mr. Kloptosky wanted to evaluate the savings for two more months and adjust the amount for the public hearing.

Supervisor Smith noted that the “Legal - general counsel” was increased in a recent fiscal year and, for Fiscal Year 2017, it was increased from \$80,000 to \$87,500, and asked if the increase was related to the level of activities. Mr. McGaffney replied affirmatively; District Counsel bills on an hourly basis to attend meetings. Supervisor Gaeta added that District Counsel also bills for projects and was involved in several engineering-related projects. Supervisor Chiodo surmised that the proposed Fiscal Year 2017 budget amount was increased to \$87,500 because the District was projected to spend \$90,000 in Fiscal Year 2016. Supervisor Lawrence suggested asking Mr. Clark about what he spends the bulk of his time working on,

other than at meetings, and trying to pare down that activity. Mr. McGaffney voiced his opinion that it was related to over-communication; however, there were many legal activities, in Fiscal Year 2016, including communication with the City and County, the streetlight issue, etc. Supervisor Smith stated that the Board should be careful when assigning tasks to District Counsel; sometimes it is easy to assign it to Mr. Clark but it could be completed by someone else.

Supervisor Davidson stated that the Debt Service budget, on Pages 13 through 16, were inaccurate and under review; Mr. Wrathell would discuss this matter at the next meeting. The Proposed Assessment table, on Page 17, could be discarded, as it was inaccurate, as well, since the Debt Service amounts were inaccurate.

Supervisor Chiodo noted that, during Fiscal Year 2016, the District would likely incur costs related to CDD employee health insurance; however, the "Health insurance" line item column for Fiscal Year 2016 reflected no amount. Mr. McGaffney stated that the amount would be added to the line item but it would be an unbudgeted expense.

Supervisor Smith noted the value of Ms. Leister's services, voiced his opinion that her request for \$575, per month, was minimal, and suggested paying Ms. Leister \$1,000, per month. Supervisor Chiodo agreed and felt that Ms. Leister should be paid at least \$800, per month. Supervisor Lawrence objected to Supervisor Smith's suggestion and stated that Ms. Leister made her request and, while the District values her services, it was not necessary to pay her more; the District would be spending more, when it does not need to spend it. Supervisor Lawrence surmised that Ms. Leister was dedicated to the community and asked for what she believed was appropriate compensation; therefore, the amount should remain the same. Mr. Kloptosky voiced his opinion that Ms. Leister was grossly undercompensated, for the past six years, and the increase to \$575, per month, would still not pay for the number of hours that she would work. Supervisor Gaeta would prefer increasing the "Horticultural consultant" line item to \$10,000. Mr. Kloptosky stated the District could pay Ms. Leister \$575, per month, as requested but could increase the budget line item and compensate her separately for special projects that take extra time. Supervisors Chiodo and Smith felt that Ms. Leister's pay should be increased. Mr. McGaffney stated that the "Horticultural consultant" line item would be increased to \$9,600, for Fiscal Year 2017.

Supervisor Smith believed that the proposed Fiscal Year 2017 amount budgeted for “Health insurance”, on Page 3, might need to be modified, in anticipation of insurance cost increases.

Mr. Kloptosky asked if the District would commence paying Ms. Leister \$575, per month, beginning with her next invoice. Supervisor Davidson replied affirmatively.

**B. Discussion: CIP**

This item was discussed prior to Item 6.A.

**C. Discussion: Non-Resident Continuing Release of Liability**

This item was discussed prior to Item 6.A.

**D. Discussion: Daily Guest Fee**

This item was discussed prior to Item 6.A.

**E. Discussion/Update: Roadway Project Recommendations from District Engineer and Operations Manager**

Supervisor Davidson referred to the “2016 & 2017 Road Paving Action Plan” from the District Engineer and handed out by Mr. Kloptosky. Mr. Kloptosky stated:

*“The District Engineer had sent me this action plan, which, basically, is everything that I have been saying but he sent it to me with an email stating that it was his idea of the action plan, moving forward.....I have in my mind how to proceed with this and I do not know that the Engineer... In order to save money, I think we have spent enough money on an RFP that did not work. I do not believe that I need the Engineer’s input to move forward with field identification and documentation of curbs that have to be repaired..... This was the idea of how to move forward because the Board had asked us to come back with an idea and this was his idea but my idea is very similar to this but I just want to eliminate additional engineering costs because I do not think it is necessary. I already had a conversation with Cline, who is our infrastructure contractor. I can move forward with a list, which I basically have, already, of all the curbs and deflected curbs that need to be replaced and I can get a price from Cline and move forward and repair all those curbs now and that way they will be done when we go back out to RFP for road resurfacing. My goal here is to get all of this stuff done and, when we go out for RFP, have it be strictly road milling and resurfacing and that is it.”*

Supervisor Davidson asked if Mr. Kloptosky could obtain a quote from S.E. Cline Construction, Inc., (Cline), in time for the Board to approve the curb repairs, at the next meeting. Mr. Kloptosky would try to have a quote.

Mr. Kloptosky stated he could obtain separate prices for the Front Street concrete and curbs and Cline could perform the work, as it would not involve drains. For permitting purposes, the work on Lakeview Lane would require a drawing from the District Engineer regarding the drains and the curbs. Mr. Kloptosky did not agree with the District Engineer's sketch that was included in the RFP and stated that he could save money on the drainage by doing it differently from the District Engineer.

▪ **Discussion: Request for Qualifications for District Engineering Services**

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

Supervisor Lawrence voiced his opinion that it was time to proceed with a Request for Qualifications (RFQ) for District Engineering Services. In seeking a new District Engineer, the District must be careful not to hire an understaffed firm. The District Engineer should be told, "Periodically, we put these things out for bid. It is time to put the engineering work out for bid. We hope you are going to bid on it."

Supervisor Chiodo asked if Supervisor Lawrence thought someone else, at the District Engineer's firm, might be better. Supervisor Smith asked Mr. Kloptosky if he was satisfied with the District Engineer. Mr. Kloptosky stated "I feel there is something with Genesis. Either they are too busy or something is going on. This is our fourth engineer. I do not know if I feel comfortable asking for somebody else." Supervisor Davidson surmised that Mr. Kloptosky's opinion was to "throw the baby out with the bath water". Supervisor Gaeta spoke to many engineers and all were very busy, due to construction in Jacksonville and the I-4 expansion project. Supervisor Lawrence stated he did not want to terminate the District Engineer; if a better District Engineer was not found, through the RFQ process, the District could continue with Genesis. Supervisor Davidson stated that he and Mr. Kloptosky do not want Mr. Sullivan as District Engineer. Supervisor Lawrence pointed out that the District could just not ask Genesis to bid. Supervisor Davidson suggested that the District Manager contact Genesis about the Board's dissatisfaction with Mr. Sullivan's services and ask if they have another engineer who would be more efficient and effective. Supervisor Smith noted that Genesis would ask for examples of what the Board is dissatisfied about and what was not being done, properly. Supervisor Davidson stated that Mr. Kloptosky could create a very long list. Supervisor

Lawrence questioned if the situation was a reflection of Mr. Sullivan's ability or a reflection on how busy he is and how much attention he could devote. Supervisor Davidson stated the reason did not matter; Mr. Sullivan was not effective for the District. Supervisor Lawrence felt that his question was important because, if Mr. Sullivan was not giving the service needed because he was too busy, then Genesis would likely replace him with another "too busy" person and the District would continue to receive sub satisfactory service. Supervisor Gaeta voiced her opinion that Mr. Sullivan was not too busy. Mr. Kloptosky believed that Mr. Sullivan was qualified but was too busy or apathetic. Mr. Kloptosky stated that, with Genesis losing engineers, he lost faith in the firm. Supervisor Davidson asked if Mr. Kloptosky's recommendation was to go out for RFQ and not give Genesis the opportunity to replace Mr. Sullivan. Mr. McGaffney encouraged going out for RFQ and not giving Genesis the opportunity to replace Mr. Sullivan. Mr. Kloptosky concurred with Mr. McGaffney's recommendation. Mr. McGaffney will advise Mr. Sullivan that the Board and Staff are not satisfied with his services and the District would go out for RFQ.

This item will be included for consideration, at the next meeting.

Supervisor Gaeta asked to discuss amending the Personnel Manual to include health insurance, at the next meeting. Supervisor Davidson asked Mr. McGaffney to provide sample verbiage.

At the next meeting, Supervisor Lawrence wanted to discuss the abusive incidents for which Ms. Leister filed Incident Reports and what should happen. Mr. McGaffney and Mr. Kloptosky would coordinate and provide recommendations.

Supervisor Smith suggested placing the proposed Fiscal Year 2017 budget discussion near the beginning of the next agenda to allow sufficient time to discuss it.

**F. Discussion: Enforcement of Bicycle/Scooter Parking Policy**

This item was discussed prior to Item A.

**G. Discussion: Parcel Along Intracoastal**

Supervisor Davidson noted that information about this parcel was not "good news" and that the cost to remove Brazilian peppers on the parcel would be significant.

**SEVENTH ORDER OF BUSINESS**

**UPDATES: District Manager**

- **UPCOMING MEETING/WORKSHOP DATES**
  - **BOARD OF SUPERVISORS REGULAR MEETING**



- **June 16, 2016 at 10:00 A.M.**

Mr. McGaffney stated that the next meeting would be held on June 16, 2016 at 10:00 a.m., at this location.

- **COMMUNITY WORKSHOP**

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

Mr. McGaffney stated that the next workshop would be held on July 7, 2016 at 10:00 a.m., at this location.

**EIGHTH ORDER OF BUSINESS**

**OPEN ITEMS**

This item was not discussed.

**NINTH ORDER OF BUSINESS**

**SUPERVISORS' REQUESTS**

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

**TENTH ORDER OF BUSINESS**

**ADJOURNMENT**

Mr. Kloptosky announced that Ms. Victoria Kane, a CDD office staff member, would resign her position July 21, as she was moving. He noted a potential impact to the employee health coverage, as Ms. King had signed up for health insurance.

Ms. Higgins stated that the next proof of the Community Information Guide (CIG) would be received next week and production would take three to four weeks and she anticipated no issues with distribution.

There being nothing further to discuss, the workshop adjourned.

<p><b>On MOTION by Supervisor Gaeta and seconded by Supervisor Chiodo, with all in favor, the workshop adjourned at 2:14 p.m.</b></p>
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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



Secretary/Assistant Secretary



Chair/Vice Chair