

MINUTES OF MEETING  
CHAMPIONSGATE  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the ChampionsGate Community Development District was held Monday, August 12, 2019 at 2:00 p.m. at the offices of RIDA Development, 8390 ChampionsGate Boulevard, Suite 104, ChampionsGate, Florida.

Present and constituting a quorum were:

Phillip Montalvo	Chairman
Darin Tennyson	Vice Chairman
Jordan Rockefeller	Assistant Secretary
Lee Dawson	Assistant Secretary
Elizabeth Allen	Assistant Secretary by phone

Also present were:

George Flint	District Manager
Scott Clark	District Counsel
Mark Vincutonis	District Engineer
Yvonne Shouey	Onsite Manager
Marc Reicher	RIDA Development
Teresa Viscarra	GMS
Lee Yanosik	Resident

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the July 8, 2019 Meeting**

On MOTION by Mr. Montalvo seconded by Mr. Dawson with all in favor the minutes of the July 8, 2019 meeting were approved, as amended.
---

**FOURTH ORDER OF BUSINESS****Consideration of Proposals****A. Speed Study**

Mr. Vincutonis stated we have two proposals, one from Luke Transportation for \$7,500 and one from Leftwich Consulting for \$8,750. They specifically include doing the speed study and count, preparing the County application, and taking you through the process of approval. I reached out to five different traffic consultants, one declined, I got one from Traffic Mobility that is not in the agenda package but it is unclear and I haven't been able to reconnect with my contact there to make sure it includes the application and taking it through the County. It looked like it focused on the study and doing a technical memorandum. I also got an email quote from TPD Engineering, way low and obviously didn't include what I was looking for. At this point we have two complete proposals.

Mr. Flint stated on the Leftwich proposal it indicates the traffic counts at cost, invoiced separately. The other thing I will point out about Leftwich is the last time we did this we used them and they subcontracted it and it was the worst experience I ever had.

Mr. Vincutonis stated that person at Leftwich moved and he was still subbing it out because he had started it and that is no longer a connection anymore. That was a concern, but we know Leftwich has been around for a while.

Mr. Rockefeller joined the meeting at this time.

Mr. Reicher asked the District doesn't have the right to install a speed bump, we have to spend \$7,500 to find out it is marginal speeding here and have to go back and fight for safety concerns?

Mr. Vincutonis stated that might be a decision the Board can make on Legends. Masters, I think the County was involved only because it transitions to a County road. It is a little bit more of a connector to neighboring areas versus Legends is a dead end. On other types of CDD work, sometimes the CDDs will go ahead and make the improvements, the County on occasion has it is a CDD we don't care. You can take that same approach on Legends and install something there.

Mr. Reicher stated we are doing private enforcement.

Mr. Flint stated if someone takes it to court and you want it to be enforceable sometimes there could be an issue. I'm just bringing that up; I'm not saying it will happen. I'm not an

engineer but I think the likelihood of this study is going to trigger a warrant for that is unlikely, unless you can make an argument from a health safety perspective and that is borderline.

Mr. Montalvo stated we had to fight tooth and nail to get Masters, which is a real road. Why would we want to spend the money to do a study that is going to get us nowhere? It is a CDD road, we are not asking for enforcement because they are not doing it anyway. Why could we not simply install speed humps and be done with it?

Ms. Allen stated I would agree. If we did anything else I'm thinking about Laura Lane where we got a chance to see it first hand and this is happening day in and day out before we spend this kind of money. That is a lot of money and we have seen things with our own eyes on Laura Lane thanks to the cameras.

Ms. Shouey stated she is saying we had the cameras on Laura Lane why can't we do the same for Legends.

Mr. Reicher stated they can't register speed.

Mr. Montalvo stated we are talking about Legends and this study is not going to benefit us anywhere at all.

Mr. Clark stated here is the legal issue. The speed humps are considered to be a traffic control device and they are governed by either the state, County or municipality and even though we own the roads and can do certain things to regulate the roads, traffic control devices are reserved in this case the County. It is very inconsistent in my experience whether the counties or cities care or not or whether you can even get them to respond to your request. If you go ahead with it without asking they could say take it out and if they did I would advise you to take it out and they could say we won't patrol it but as was mentioned, no big deal. I suppose there is a theoretical possibility that you increase your liability if someone damages the front end of their car and they say that is not a permitted speed bump. Those are the risks and they are not huge risks, I'm not going to scream if the Board wants to go in that direction.

Mr. Reicher asked did Lennar do a whole traffic study to get those?

Mr. Flint stated those are private roads, they are owned by the homeowner's association. There was CDD money used for Westside Boulevard.

Mr. Montalvo stated the question becomes do we want to move forward with speed humps on Legends forget about the study, I don't think it is going to get us anywhere and I don't

want to spend \$7,500 to go in that direction. If we as a Board decide to install the humps what would the cost of those be roughly?

Mr. Vincutonis stated they are at least \$5,000 to \$6,000 per location for the rubber ones.

Mr. Montalvo asked what if we did the asphalt?

Mr. Vincutonis stated probably about the same.

Mr. Flint stated you have to include the striping and signage and all that.

Mr. Reicher asked have there been any accidents out there?

Mr. Dawson stated I remember one.

Mr. Reicher asked have they been giving speeding tickets there because they do occasionally patrol Legends? We have a private guy. Do you want to send him over there and see if it is really a problem?

Ms. Shouey stated he has been on Legends.

Mr. Reicher asked has he had luck with speeders?

Ms. Shouey stated I don't know where they are at I just know how many he does each day. I don't know what road they are on.

Mr. Reicher stated while we are using him we can at least direct him where to do.

Mr. Montalvo stated we can do that. The issue is not so much speeding it is drag racing and there is also a pretty fast track going back to the apartments in the back. I walk there every morning and I see it and they are late to wherever they are working and they are flying down that street. Maurice works 12 hours a week and I don't think he has been back there.

Ms. Shouey stated I'm not sure how you know that. He doesn't detail.

Mr. Montalvo stated I don't see any enforcement back there. I have not seen it as long as I have lived here.

Ms. Shouey stated if you are worried about the speed humps I would go to the same guy at the County that let me do the right hand turn. We didn't have to do anything for that.

Mr. Reicher stated it was a requirement, they signed an agreement we made earlier we had a certain number of unique turns. The design we didn't go through a study for but there were a number of unique turns. We did a study.

Ms. Shouey stated I asked what I could do and they said make a right turn only and make it big enough so they can't turn left and I sent them the plan that Fausnight gave us and he said this is great, go for it.



Mr. Montalvo asked is that the same person we would go to for the humps if we wanted to do them?

Ms. Shouey stated that is who I would go to, he has the say so.

Mr. Montalvo stated you made the call, you know the person. Would it make any sense to make an approach?

Mr. Dawson stated that is one step short of choosing to put the humps in and getting some kind of approval even if it is unofficial.

Mr. Rockefeller asked where are we looking to putting them in, near the crosswalk?

Mr. Vincutonis stated it depends on where you want them, there is enough room for four, two on the northbound side and two on the southbound side. One between Laura Lane and the southern entrance into Bella Trae in the middle where you don't have the left turn lane so you don't have to put the hump over the left turn lane and you could also put a pair northbound southbound between that southern entrance and Links.

Mr. Reicher stated that would be \$20,000.

Mr. Vincutonis stated yes for four of them, maybe a little wider because you have two lanes of pavement so you would have to span two through lanes on each side.

Mr. Montalvo stated if the Board is okay with this why don't we have Yvonne put out a feeler to this individual and see if there is an appetite to have it done without any big objection and if there is no objection to that we can circle back and see whether we want to put two or four. I think two would be enough and if we do the first one between Laura Lane and the entrance to the Links and the other one I think you will solve the problem because that is really where the problem is in that stretch. Would that be okay with the Board? Do we need a motion for that?

Mr. Flint stated not if you have consensus.

Mr. Montalvo asked why don't we bring it back to the next meeting and in the meantime Yvonne can make that contact and if we get the blessing then fine and if not then we can decide what to do?

## **B. Additional Website Services**

Mr. Flint stated when the VGlobalTech proposal was presented to bring the website into compliance with ADA there was a request for what it would cost to go back and add additional years, historical information. The proposal from VGlobalTech only went back as far as the

statutes say. I think you have to have three years of budgets, the agendas one year, what they provided is two options. One is a cost per page conversion at \$1 per page and the other is an option to lease their software for \$100 month and do the conversion ourselves. We didn't go back and count all the pages but if we met an average of six times a year the agendas are an average of 75 pages and minutes were an average of 15 pages it would be about 550 pages per year. We have converted 2018 and 2019 so far so if you go back three additional fiscal years the cost would be around \$1,700. The other option would be to lease their software at \$100 and do the conversion ourselves. Obviously, that is a lot cheaper. Valery in our office said she could do it in about three months.

Mr. Montalvo asked how long would it take them to do the conversion?

Mr. Flint stated they would do it probably more quickly, it is just a cost factor, \$300 versus \$1,700 and that would be with us doing it inhouse at no additional charge. You have to convert a pdf to an rtf so that it can be read by third party software. This is part of the ADA requirements that are federal, the problem is the Department of Justice has not provided much guidance. There have been lawsuits and that is what has generated this. It started with CDDs about a year and a half ago, there was a lawsuit filed against 18 CDDs that all had the same insurer that was settled but that insurer insures over 300 of the CDDs in Florida. There has also been cities and counties that have been sued and private entities.

Mr. Clark stated some of the recent lawsuits have started to have really good results and in the last six weeks or so there were a couple cases that have said that individuals who have no contact with the jurisdiction have no standing to sue.

Mr. Montalvo stated so the class action kind of goes away.

Mr. Clark stated it is not a class action, it is some guy sitting in front of his computer in Miami who is suing the City of Ocala because he can't get information on it. A couple of judges have said this is really a bridge too far for me but others have said no within our state so ultimately that is going to the 11<sup>th</sup> circuit on appeal because they are going to have to resolve those two positions and that will take a little time.

Mr. Montalvo stated it is under \$2,000 to convert back to 2015.

Mr. Flint stated right. The issue is if someone wants it we have it electronically in pdf right now and it can be emailed, it is just that it is not being posted on the website. It is not that we don't have it in pdf it is just not on the site.

Ms. Shouey stated I have one onsite from every meeting.

Mr. Clark stated anything you make available without asking for it you have to make available ADA compliant without them asking for it.

Mr. Flint stated one of the lawsuits that Scott was referencing the plaintiff didn't live in the jurisdiction, I think it was the City of Clearwater. The other thing is they went on the website and it wasn't compliant they asked the jurisdiction for the same information and they produced it immediately in the format they requested. We will see how it shakes out over time but right now our insurer says they are not going to cover us if we get sued if we don't take steps to bring it into compliance.

Mr. Clark stated \$2,000 pays for the initial conference with the lawyers so I would do it.

Mr. Flint stated this, we don't have to do, this is putting information that is not required.

Mr. Clark stated if you are going to make a decision to go back, otherwise you need to pull the archetypal information off.

Mr. Montalvo asked what is the effective date of the rule?

Mr. Clark stated the rule and regulation doesn't really exist, it is an interpretation of very generalized standards in the regulations. There is a Title III ADA which relates to retail private establishments and Title II relates to governments and it is very clear that retail has to do it, if you are trying to attract people to do business with you, you have to do it. In governments there were regulations put out in 2016 imposing all this stuff and they were not finalized and they were yanked back by the current administration under its review. It is still in a state of flux. There have been comments about creating small governmental exemptions to that, which would be us for sure and probably cities and counties under 50,000 residents and if they would do that it would create some certainty.

Mr. Montalvo asked if we have 2018 and 2019 done already, what is your level of confidence that we don't need to do 2017 and 2016?

Mr. Flint stated we don't want to put it on the website.

Mr. Clark stated it is just a decision as to whether you want to put it on the website, which is very convenient, but you have to spend money if you want to do that.

Mr. Flint stated we have on there what we are legally required by statute to have on there and that was covered in the initial fee but if you want more than what is legally required then you have to pay for that.

Mr. Tennyson stated so the insurance company would pay if we were to get hit now because we have what is legally required.

Mr. Flint stated yes. If we didn't take proactive steps to bring our website into compliance and were sued the insurer is going to put a preclusion on our policy that basically says we are not covered for ADA. We are covered now but if we put additional years on there that we don't convert that may create an issue. If you are okay with having what we are legally required to have you don't have to take any action.

Mr. Montalvo asked is there any reason we should even consider it further, should we just let it go?

It was the consensus of the Board to leave it as it is.

### **C. Revised Proposal for Street Light Painting**

Ms. Shouey stated I have two more proposals coming in, but they are going to be about the same.

Mr. Flint stated with the new scope that was priced out Heritage's price is significantly higher than the first one.

Mr. Montalvo stated it is a significant expenditure, there is a need to do this but do we have to do them all at one time or do the poles and ChampionsGate Boulevard because that is the one that has the most traffic and maybe next year do the other two, Masters and Legends.

Mr. Flint stated the only thing you might incur would be MOT.

Ms. Shouey stated and the price is going to go up if you do them at other times. I got one for the traffic light and it is \$33,900 with the same spec.

Ms. Viscarra stated that amount was included as part of the projected so you have an idea of how much would be left heading into next year and at year end if you decided to do all of them at once.

Ms. Shouey asked can't we wait until I get the other quotes and I can send it to George and he can send it to the Board members.

Mr. Flint stated the Board could approve a not to exceed and if the other quotes come in lower you can go with that or defer it until you get the other quotes. If you approve a not to exceed we can move forward with it prior to the next meeting otherwise we have to come back.

Mr. Reicher asked when would they be able to start because this is going to be slightly disruptive?

Ms. Shouey stated they need one month after we start, it is going to take them eight weeks, so you are looking at three months.

Ms. Allen stated I would like to know if George has experience with the other companies. He highly recommended Heritage and it is difficult to vote if we don't know anything about the vendors and their history.

Mr. Flint stated you would be approving a not to exceed dollar amount and delegating authority to a Board member to make the final decision. You are not by motion making a final decision, you are approving a ceiling dollar amount. If another vendor comes in that is qualified and lower priced the person designated would have the option of going with the other one but they are not required to.

Ms. Allen asked are you familiar with the other two vendors?

Mr. Flint responded the one for the traffic signals I'm aware of but they are very high, the other one I don't know who the price is coming from.

On MOTION by Ms. Allen seconded by Mr. Tennyson with all in favor Mr. Montalvo was delegated the authority to approve a contract for this work in an amount not to exceed \$74,640.00.

## **FIFTH ORDER OF BUSINESS**

### **Public Hearing**

#### **A. Consideration of Resolution 2019-08 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations**

Mr. Flint stated there are two resolutions, the first resolution adopts the budget the second ~~resolution imposes the assessments associated with the budget that is approved. It is a public~~ hearing and we will open the public hearing and ask if there is any public comment on the budget.

Mr. Dawson stated tell me if I read it right when I looked at the website. The bonds are paid off and we are reducing the assessment down to the O&M part.

Ms. Shouey stated yes.

Mr. Dawson stated someone here mentioned that this place is getting old and at some point we are going to have to raise the O&M.

Ms. Shouey stated I don't think so. With the money we have coming from the bonds we have enough to do the roadways and we are doing signage and I am getting pricing on doing the sidewalks. We have never raised it from day one.

Mr. Dawson asked you don't think in the next year or two we will have to raise it? People will be happy this year and if you raise it next year they will complain about it.

Ms. Shouey stated that is up to the Board.

Mr. Montalvo stated if in two years we see a situation that requires that to happen then we have to look at that hard. As we sit here today based on the funds available, based on the expenditures we contemplate I think we are spot on and will be pretty good.

Mr. Dawson stated that was just a concern.

Mr. Flint stated hearing no other public comment we will bring it back to the Board for discussion. You have Resolution 2019-08 and Exhibit A is the proposed budget, which contemplates that the per unit assessment amounts would remain the same generating \$729,046. Your administrative expenses have gone down by about \$4,000, the maintenance expenses have gone down slightly but that is attributed to the fact that the transfer out to the capital reserve is smaller this year. Last year you used \$100,000 of your carry forward on the revenue side, which allowed you to transfer about \$100,000 more in the current year than you are doing next year. In addition to that, what you are transferring this year, which is \$239,825 if you look at page 8 this is your capital project fund and in the current year we are moving \$822,846 into the capital project fund this year, a portion of it is from the general fund and \$583,022 is from the debt service fund so those two added together allows you to transfer in \$822,846 this year and an additional \$119,000 next year.

You have suggested current year projects, which include paying the remaining on the sign contract, which we don't know who that is going to get paid to at this point, the asphalt for Masters Boulevard and the painting of the signs. After that with next year you are going to have \$749,923 remaining. You are in good shape from a capital project perspective even with no adjustment to your assessment levels. As the chairman indicated in a couple of years you can reevaluate and determine at that point if you need to make a change. We assume that the insurance is going to remain about the same, we assume the landscape contract will hold the same, we included \$50,000 for security, which is the enhanced patrol although we are on course to spend more than that this year because of the overlap with FHP and the County but my

understanding is the County hours have been reduced some and we are negotiating with FHP to try to reduce their hourly rate.

Ms. Shouey stated the County is only working weekends now, I took off one day.

Mr. Flint stated we will have to monitor that line item. Other than that the remaining line items are in good shape.

On MOTION by Mr. Tennyson seconded by Mr. Dawson with all in favor Resolution 2019-08 was approved.

**B. Consideration of Resolution 2019-09 Imposing Special Assessments and Certifying an Assessment Roll**

Mr. Flint stated next is Resolution 2019-09 this allows us to impose the O&M assessments you just approved and certify the assessment roll to the County for collection on the tax bill. Exhibit A is the budget you just adopted and Exhibit B is the assessment roll, which lists each property within the District and what their assessment would be. You will notice on the assessment roll it only includes O&M now; there is no debt service assessment.

Mr. Reicher asked did we make any notice to these people?

Ms. Shouey stated they all know because they have been calling me.

Mr. Flint stated we didn't send out a letter, there is a cost of doing that.

Mr. Reicher stated it is a good thing I think we should say that we managed to get that done, that would be good without any expense.

On MOTION by Mr. Montalvo seconded by Mr. Tennyson with all in favor Resolution 2019-09 was approved.

Mr. Flint stated we will close the public hearing.

**SIXTH ORDER OF BUSINESS**

**Discussion Items – Added**

**A. Masters Boulevard Overlay Problems**

Mr. Vincutonis stated I finally met up with AAA Asphalt week before last and looked at some areas and he acknowledged there are some areas that are a little rough. He thought they would all pass the rolling straight edge so I asked him to get a price on his end to do that. It is basically a 20-foot piece of steel with three wheels on it and you roll it around and the middle



one is spring loaded and it has a 3/16 inch tolerance. You don't see it done too often. The County will sometimes request it if they feel it is beyond that tolerance. He did say he would be out here this week making those other repairs, finishing the speed humps, cleaning the crosswalks and general sweep-up as well as the striping. Striping will probably be done when any repairs to any areas end up getting done.

Ms. Shouey asked why couldn't he fix the road first?

Mr. Vincutonis stated he said there were three areas they were going to take a hard look at, that he felt would not pass or borderline pass the straight edge test. The only way to know for sure is to get it out there and run the whole thing. I think it is in areas where they stopped paving one day and started the next and that cold joint area got a little wavy on them.

Mr. Reicher asked what is the remedy if it doesn't pass the straight edge test?

Mr. Vincutonis stated ideally, I think we would want them to mill and resurface it. You can try heating it up and re-rolling it but at this point it is cured.

Mr. Montalvo stated it is not the entire length of the project but relatively short spans and I would think the proper remedy would be to identify those and have them mill and resurface because it is not going to go away.

Mr. Flint asked are you going to be there when they do the straight edge?

Mr. Vincutonis stated I can definitely try. I don't have a date yet, but I will probably be there.

Mr. Montalvo stated I think you should be there.

Mr. Vincutonis stated they are hiring a third party to do it so hopefully, there is some integrity there with them certifying the results.

Mr. Reicher asked do we know where these spots are? Is there any benefit to flagging it before they get here?

Mr. Vincutonis stated I have Sharpied the spots on a plan where I have noticed.

Mr. Montalvo stated let's see what they come up with and we can compare.

Mr. Flint stated I don't think we should be paying for the test. I guess the arrangement could be if he passes then maybe we have to pay but the likelihood is it is not going to pass and it will be his expense.

Mr. Dawson asked are they going to lift up the humps and redo the asphalt.

Mr. Vincutonis stated yes.



Mr. Dawson stated where the new hit the old there is wear in there because the water is getting in there.

Mr. Flint stated they are going to remove those and put in asphalt humps.

Ms. Shouey stated we should keep those speed humps.

Mr. Montalvo stated is that okay with the Board, they will do the test, Mark knows the areas already then come back at the next meeting and we can have a discussion again and decide where we want to go.

Ms. Shouey stated if they get it done to our satisfaction we are going to pay them, aren't we? When is our next meeting?

Mr. Flint responded December 9<sup>th</sup>.

Ms. Shouey stated we have to pay them before that if they are done.

Mr. Flint stated I would think if he does the test, he mills and resurfaces and it is satisfactory that we ought to release payment before December. We are talking about over \$300,000; we can't hold that.

Mr. Montalvo stated I don't disagree with that but let's get the problem fixed.

#### **B. Laura Lane Sidewalk Installation Update**

Mr. Montalvo stated I understand that Marc had a theory to build it on the north side using a boardwalk.

Mr. Reicher stated we did that once before and I'm wondering what it would be if we went to dock guy opposed to a boardwalk or bridge guy. We are not having a lot of success with one particular landowner.

Mr. Montalvo stated he is not going to do it voluntarily.

Mr. Clark stated he has not replied.

Mr. Reicher stated if we could figure out something on that side it would be measurably safer because there are no driveways.

Mr. Reicher stated people build two story docks for \$75,000, maybe we are going to the wrong vendor. The one problem after I had that great idea there is also a grade issue and that is the other part of the issue but if this guy is saying no, we have to pursue him that means you are spending his legal time and our legal time and you have to show public purpose in the taking.

Mr. Clark stated this is what the taking involves so there is no misconception. We have to have a resolution of the County commission approving it and the list of things for which we can do a taking are water, sewer, District roads, water management so we have to say this is a road issue even though it is a sidewalk and you can make that argument but you could also go to court and have the guy get a lawyer and say this is not a road and get it turned down.

Mr. Montalvo stated you could get a friendly ear at the County to understand the problem. We have done that before with South Goodman Road. If they were to agree that the sidewalk should be a logical extension of the road and say that is a proper purpose and we do it without having to litigate. Here is my thinking, we need to do a cost/benefit analysis and if we are going to spend \$100,000 to circumvent the recalcitrant landowner and \$25,000 in legal fees to accomplish the same thing by taking this property then it would make sense. You have to look at the delta between the cost of building across the north side with a boardwalk approach.

Mr. Vincutonis stated it was expensive.

Mr. Montalvo stated to Marc's point we can look at other venders, other possibilities for the north to see what it would cost. That would be the ideal location. We have to understand this is a public safety issue, people are walking on Laura Lane on the street with traffic going around them. There is no sidewalk and we need to address that. I would be an advocate to see what the cost would be to do a taking to do the sidewalk.

Ms. Shouey stated put up a sign saying no pedestrian traffic, use ChampionsGate Boulevard. Just because you have a sidewalk doesn't mean they are going to walk on the sidewalk.

Mr. Montalvo asked can we continue to pursue the owner of the dental building and see if we can get him to voluntarily give us the easement and if we get to the point where he says under no circumstances will he do that voluntarily then we have that baseline. Once we achieve that baseline then we can move to the second baseline, what is it going to cost to circumvent that owner's property and then decide. If anybody says it is not a public safety issue then they will state so on the record because it is a public safety issue. Are there any objections to proceeding in that fashion?

Mr. Dawson stated no objections, but I think there should be a parallel path.

Mr. Reicher stated I will talk to my bridge guys and get some costs.

Mr. Flint stated I have a couple names too; they do walkways through golf course wetlands.

Mr. Dawson stated the preferred approach would be on the guardrail side.

Mr. Montalvo asked does that guardrail have to be there?

Mr. Vincutonis stated the slope is steeper than a 4-1 it has to be there, that is why it was put there.

Mr. Reicher asked what is the magic of the 5-foot distance versus a 4-foot distance? If we build a boardwalk can we build it 4 feet wide instead of 5 feet wide?

Mr. Clark stated 5 feet is ADA.

Mr. Vincutonis stated the County requires 5-foot sidewalks at this point, it used to be 4 feet. I estimated 6 feet because you may have a handrail or railing on the pond side.

Mr. Reicher asked we are lighting it aren't we?

Mr. Vincutonis stated we are lighting all of Laura Lane.

### **C. Sidewalk Repairs/Replacement**

Mr. Montalvo stated this is a topic that has come up a couple of times in the past in general conversation. Yvonne and I did a tour jointly and independently and marked all the locations. We did this about five years ago.

Ms. Shouey stated we did Masters and a little bit on ChampionsGate.

Mr. Montalvo stated they have all held up except for one. The ones that have been there for 20 years in some cases are crumbling. We need to look at replacements.

Ms. Shouey stated I will have bids for the next meeting. We will take pictures to have them bid.

Mr. Flint stated if there is a trip hazard you need to do it, you can't put it off. Are you bidding it as grind and replace?

Ms. Shouey stated we made a straight line across the ones we want ground down and the replacements.

### **D. Florida Highway Patrol Contract**

Mr. Montalvo stated it expires at the end of this month. We have had great success in keeping the trucks away.

Ms. Shouey stated I know he is coming back with a new price and it is \$55 or better. We pay the County \$37 but they are doing nothing.

Mr. Flint stated you could move to extend the contract as long as the hourly rate is \$55 or lower with the goal of getting it to \$50, but if for some reason that doesn't happen then you are not without a contract.

Mr. Reicher asked how many hours a week?

Ms. Shouey stated he works 12 hours.

Mr. Reicher asked what is the budget?

Ms. Shouey stated we are over the budget.

Ms. Viscarra stated you just approved \$50,000; however, I did leave an extra significant cushion in the event you decided to extend him for next year. The cushion I left in the general fund would cover even if it were at the current rate.

On MOTION by Mr. Montalvo seconded by Ms. Allen with all in favor the contract for services with the Florida Highway Patrol in an amount up to \$55 per hour through September 30, 2020 was approved.

#### **E. Status of Signage Remediation**

Mr. Montalvo stated after Scott's letter had gone out I was on a walk a couple weeks ago and saw Luke out here with another individual and I crossed over and asked him what was going on and he said he was telling him what needed to be done to fix the problem and I said have you not received the letter and he said yes but I have 30 days to get it done. I said from now on and I copied Scott on my email back to him is do not communicate with Board members, everything goes through our attorney. ~~Have your attorney go to our attorney in terms of any further communications.~~ That was the end of it until a few days ago.

Mr. Reicher stated on Friday I saw the Styrofoam was up when I left around 6 and when I came in this morning they had painted it and textured it.

Mr. Montalvo stated there were four guys working on the sign on August 10<sup>th</sup> and today at noon, the email said we completed the repairs and we will be happy to tweak it if there are any more problems. The GC scheduled to return on Friday and Saturday the 16<sup>th</sup> and 17<sup>th</sup> and in addition there are two more aspects we want to complete to provide 3-dimensional

ChampionsGate to the two small signs and replace the green panels as there is some peeling occurring. I look forward to satisfying the District's requirements.

Mr. Clark asked is there any sense that they are making progress?

Mr. Reicher stated Yvonne and I took a ride to look at some of the other signs. They basically haven't been touched. I didn't have that email so I didn't know the work they had done. They are not plumb, and the foam is exposed. They have a long way to go.

Mr. Clark stated let's very thoroughly document the condition as of Wednesday, which is the 30<sup>th</sup> day after the letter.

Mr. Montalvo stated I will go around on Wednesday and take a new set of pictures and compare them to what I took today.

Mr. Reicher stated we also had another sign guy come out, but we haven't heard back.

Mr. Clark stated the contract in this case did have a 30 days termination clause for default. When we sat in the meeting I was thinking 7, which is what other types of contracts have. It was 30 and I suppose he has the ability to try to do what he can to cure it. I know he tried to contact your office and maybe he did. I say we document it at the end of the 30 days then figure out what we want to do.

Mr. Reicher stated what blows my mind in this whole process is Luke looks like he is a one-man shop and that is not the case with Poblocki. Have we had any communication with anyone who has any responsibility other than the sales guy who is apparently the installer as well?

Mr. Montalvo stated I spoke to a guy in North Carolina, the southeast region guy, probably a year ago and he said this is unacceptable I agree we need to get it done and it can be done in two weeks time and this is a year ago.

Mr. Reicher asked since the notice did we get a reply?

Mr. Clark stated nobody replied to me until this email at 12:01 p.m. today.

Mr. Reicher stated we still haven't identified anyone who is responsible. Luke is an employee and Poblocki may know very little about what is going on. It is taking up way too much time.

Ms. Shouey stated the guy really in charge is in Wisconsin and this is the first he knew about it.

Mr. Clark stated he has been here by himself so far and then on Saturday he shows up with some workers he got from somewhere.

Ms. Shouey stated they are the ones that did the foam and they were here before too and they were told not to do any more work. I said call Scott but on my letter it says you have 30 days before you are terminated.

Mr. Clark stated I felt compelled to do that under the contract.

Ms. Shouey stated that is fine but then you can't stop him from working.

Mr. Montalvo stated they are on notice. Scott is saying he has a 30 day cure period.

Mr. Clark stated I am aware of no effort to try to contact me until today's email. At close of business on Wednesday will be the end of the 30 days, let's document what is going on and we will figure out what is next.

Mr. Montalvo stated the way I read the email he is trying to buy more time.

Mr. Clark stated at the end of the 30 days they should cease, they should be instructed to cease, we should do an evaluation and make a decision, are we making any progress to where we should continue to go down the road with them or are they just trying to do enough to get the check.

Mr. Montalvo asked on the 14<sup>th</sup> will he be getting an email from you saying, beyond this date?

Mr. Clark stated he will get an email with whatever the Board tells me to email him right now.

Mr. Montalvo stated if we tell him via you on the 14<sup>th</sup> the contract is terminated and no further work is to be done then he is now officially on record as understanding that he can't do more work, which will not prevent us if we are satisfied beyond that time.

Mr. Clark stated we can take a position then back away from it if that is what we want to do. We don't know yet.

Mr. Reicher stated we don't know but we know that he is proposing to be back out is past the date.

Mr. Clark stated if that is the Board's consensus then when I'm back in the office I will provide that to him by email and follow it with a letter and say please cease after close of business day Wednesday and we will evaluate your work but you are instructed that you are off the job and not to return.

Mr. Reicher asked if he returns is he trespassing?

Mr. Clark stated yes. If you tell someone not to come to work on your property and he does anyway I think you trespass them.

It was the consensus of the Board to have Mr. Clark proceed as outlined.

Mr. Clark asked what is next in terms of Board action if you look at it close of business Wednesday we are going to make a decision, we are wasting our time or we might be able to make this work and then we are going to need to do something to go in one direction or the other because we don't have a meeting until December. If we go in the direction of a new contractor are we going to wait until December are we going to have a special meeting, how are we going to deal with that?

Mr. Flint stated you can have a special meeting with seven days notice in the paper.

Mr. Clark stated we can have a special meeting, we can delegate authority with a not to exceed amount to engage someone else or we can wait until December.

Mr. Montalvo stated I would not want to delegate authority on something like this.

Mr. Clark stated what we will do is ask staff and you if you want to be part of it to document conditions as they exist, send it to the District Manager who can disseminate it and then make a recommendation about a special meeting.

Ms. Shouey asked how are you going to trespass him off this property?

Mr. Flint stated you call the sheriff's office and trespass him.

Mr. Clark stated the sheriff will fill out a trespass warning. You call me if they don't.

Ms. Allen asked is there any way you can put that in the letter?

Mr. Clark stated absolutely, I can tell him that he will be trespassed.

Mr. Montalvo stated staff will be instructed to do an assessment of all signs on Wednesday at whatever time is convenient for them and report to the Board.

Mr. Reicher stated we will give the Manager the report.

Mr. Flint stated then I will circulate it to the Board and based on the findings we can go from there. You might find out he has done one sign well enough that if he carries that through to the other signs we are better off continuing to ride it and you may find the improvement is not acceptable.

Mr. Clark stated we are going to do another letter, it is going to go to Milwaukee too because it may be that Milwaukee calls Luke and he says I have this under control, don't worry



we are on it. We will do this one more time and have a special meeting if that is what we need to do.

## **SEVENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

There being none, the next item followed.

#### **B. Engineer**

Mr. Vincutonis stated the Goodman Road right turn, we have generated a plan. At the last meeting I didn't have the survey completed yet but there is a Toho sanitary manhole that sits 5-6 feet behind that curb and it is also about 1 ½ feet higher than the curb. We generated a plan and I will circulate a few copies and you can look at it. The first sheet is an overall of the plan, the second sheet is a blowup just a little easier to see. You can see how we are tying in at the right of way on the DOT right of way for I-4, it is a hard angle and at this point we are not going past that right of way line. At that location at the right of way line there is some standing water, if we do not go past that right of way line that water will continue to stay there. You have the same thing to the north up Goodman but as part of the repair we will be replacing this curb and getting that little bit of belly out of it so that puddle will go away. Initially we went two feet away from the manhole, that manhole has a cone underneath it and I came up with a curve, it ties in pretty good at the north end and when it is poured it is not going to be a hard angle, there will be a little bit of curve to it. It provides a lot more wheel path. In talking with Toho about the manhole to see what their thoughts were they said it is currently not being used, the Alehouse chose to go a different way with their sewer so this manhole and lateral are basically just sitting ~~there unused. I pulled the manhole top and saw a few remnants of some sanitary sewer in there~~ but I think it is probably stuff that during peak flow kind of worked its way up from the line along the other side of Goodman. Toho said if we are going to do any of this work they want to see that manhole abandoned, the top cone removed, the two pipes going in, grouted with concrete and then the structure itself filled with concrete then capped over. This way we don't have any trucks that could potentially damage that thing. I sent this plan to a contractor to get a ballpark price and it came back at \$62,000.



Mr. Reicher stated I did ask Mark when we were talking about this on Friday about laying it over the new intersection just to see what's going on. Maybe I can get this feathered into the new plan.

**C. Manager**

**i. Approval of Check Register**

On MOTION by Mr. Montalvo seconded by Mr. Tennyson with all in favor the check register was approved.

**ii. Balance Sheet and Income Statement**

A copy of the financials was included in the agenda package.

**iii. Approval of Fiscal Year 2020 Meeting Schedule**

Mr. Flint stated each year you have to approve an annual meeting schedule and the Board decided to meet six times a year and we prepared a suggested notice with the Board meeting on the second Monday of the month in this location in December, February, April, May, July and August, consistent with what you have done this year. There is a gap between this meeting and December, but you can call a special meeting if we need to have one on the signage issue, it just requires a seven-day notice in the paper.

On MOTION by Mr. Dawson seconded by Mr. Rockefeller with all in favor the Fiscal Year 2020 meeting schedule was approved reflecting the following dates: December 9, 2019, February 10, 2020, April 13, 2020, May 11, 2020, July 13, 2020 and August 10, 2020.

**EIGHTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS**

**Supervisor's Requests**

Mr. Dawson stated at the last meeting we talked about the left turn off the Publix onto ChampionsGate Boulevard as well as the left turn out here trying to get to Masters and we talked

about line of sight. I went out and calculated speed, distance and the arc and it is 77 feet per second and if you are coming across someone coming in the second lane up to ChampionsGate Boulevard you have to make a decision in 1 ½ seconds. It is kind of cutting. There is a problem because of a couple plantings that you can't see the arc of that curve.

Ms. Shouey stated we are getting rid of those plantings.

Mr. Dawson stated that should help a bit. Also on the other side it was brought to my attention about the turn left from the Publix by the bank, that is a little worse. You get less than a second to make that choice.

Ms. Shouey stated you mean not where the light is but before that.

Mr. Dawson stated right. If you go to the center you are okay but if you try to make a full left turn it is difficult.

Mr. Flint stated from the service road out to ChampionsGate.

Mr. Dawson stated the plantings need to be trimmed or come out.

Mr. Flint stated there are DOT standards for line of sight. I don't know if Hanson & Walter has anyone that is versed in that line of sight DOT standard.

Mr. Vincutonis stated yes, based on speed there is a line of sight for an intersection approach.

Mr. Dawson stated people are speeding around that curve up to this intersection. People are driving at 55 mph through there.

Ms. Shouey stated I have it set up to ride with Weber on Wednesday morning to look at those plantings.

## **TENTH ORDER OF BUSINESS**

## **Audience Comments**

There being none,

On MOTION by Mr. Montalvo seconded by Mr. Tennyson with all in favor the meeting adjourned at 3:57 p.m.

  
\_\_\_\_\_  
Secretary/Assistant Secretary

  
\_\_\_\_\_  
Chairman/Vice Chairman