

MINUTES OF MEETING
CHAMPIONSGATE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the ChampionsGate Community Development District was held Tuesday, August 14, 2018 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
John Lambert	Vice Chairman
Ron Root	Assistant Secretary
Larry Arseniadis	Assistant Secretary
Darin Tennyson	Assistant Secretary

Also present were:

George Flint	District Manager
Scott Clark	District Counsel
Mark Vincutonis	District Engineer
Yvonne Shouey	RIDA Development
Marc Reicher	RIDA Development
Teresa Viscarra	GMS
Luke Minton	Poblocki Sign Company

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Yanasak stated I am an engineer with 30 year's experience and I'm getting concerned with the roadway at Masters Boulevard from Romani north towards Goodman. It is starting to fail and we contacted the County and asked them to fill in the potholes and fix it not knowing it was yours. The potholes have been filled, which is helping.

Ms. Shouey stated the County repaired all those potholes from Goodman up to Bella Cita. The CDD doesn't own that road.

Ms. Yanasak stated they sent an email and I made copies of what they said you own.

Mr. Flint stated this item is on the agenda.

Ms. Yanasak stated my husband called the County Commissioner and that is why the potholes were filled.

Mr. Montalvo stated your visit is timely because we are going to be taking that up today.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the May 8, 2018 Meeting

On MOTION by Mr. Root seconded by Mr. Arseniadis with all in favor the minutes of the May 8, 2018 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Consideration of Proposals

A. Proposals (2) for Replacement Lighting Breaker Boxes & Panel Trims

Mr. Flint stated there are two proposals for replacement of breaker boxes and panel trims. The first is from All States Lighting in the amount of \$8,160 and the second is from L.C. Electric, Inc. in the amount of \$19,993.

Ms. Shouey stated it is to replace all the breaker panels for the pole lights throughout ChampionsGate. The boxes are 20 years old and are rusted inside and outside and they have to be replaced.

Mr. Flint stated I thought we would take the proposals first before the budget but as a precursor to that, in the budget we have anticipated the first three items, A through C, and we took the higher number just to be conservative for budget in the current year. It has been taken into account in the proposed budget for next year.

On MOTION by Mr. Arseniadis seconded by Mr. Montalvo with all in favor the proposal from All States Lighting in the amount of \$8,160.00 was approved.

B. Proposals (2) for Concrete Sidewalk Repair, Truncated Dome Installation and Thermoplastic Traffic Markings

Mr. Flint stated you have a proposal from Fausnight totaling \$11,490 and a proposal from Driveway Maintenance, Inc. in the amount of \$36,845.

Ms. Shouey stated this is for pavement markings at the corner of Legends and ChampionsGate coming out of the shopping center there are no arrows, no markings to tell people to go left, straight or right.

On MOTION by Mr. Montalvo seconded by Mr. Tennyson with all in favor the proposal from Fausnight Stripe & Line in the amount of \$11,490.00 was approved.

C. Proposals (3) for Roadwork on Goodman Road Right Turn Lane

Mr. Flint stated the third item deals with the intersection of Goodman and ChampionsGate Boulevard, that right turn only situation. We have three proposals from UCC Group, All Terrain and Camcor.

Mr. Vincutonis stated basically we are replacing the stripes, chevron island with the raised concrete and they were all given the same plans to bid.

Mr. Reicher stated every time we use this curbing effect at ChampionsGate it ends up collecting black tire marks. I was forced to put in a raised island in the corner of the shopping center and it is run over all day long. I don't know how effective it is for the dollars we are expending versus just continuing to use the stronger delineators rather than what is being proposed. We have a lot of projects to do as this property ages and is this how we want to spend this amount of money on something that is not going to prevent a driver from making that illegal movement.

Mr. Montalvo moved to approve the proposal from All Terrain Tractor Services, Inc. in the amount of \$12,154.65 and Mr. Arseniadis seconded the motion.

Mr. Montalvo stated I appreciate what Marc is saying. For one who travel there all the time the problem we have with the painted stripe chevron is they don't realize they can't make a left turn until they get to the edge of the delineators are. They are constantly knocking them down. This 6" curb will go further back to where the painted stripe is right?

Mr. Vincutonis stated it will replace the chevron that is there now and connect to the double yellow that comes in and come out to the tip that is there now.

Mr. Montalvo stated that is a huge problem there and anything we can do to deter that we need to do.

On voice vote with all in favor the motion passed.
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D. Proposals (4) for Resurfacing Masters Boulevard

Mr. Flint stated we had the District Engineer put together a cost form and revise his map for purposes of bidding the project and we broke it off into two sections. Each contractor did use the cost form that we provided them so as much as possible they are apples to apples although there are some variations. We received four responses, one from Middlesex Asphalt in the amount of \$415,401.50, Asphalt35 in the amount of \$437,437, AAA Top Quality in the amount of \$357,097.20 and ACPLM in the amount of \$355,100. They have broken it out into two sections and they put mobilization costs in for both in the event we break it up and do it in two different phases. However, if we were to do it in one phase then one would drop off. We know the northern section is in worse shape than the southern section.

Mr. Vincutonis stated we broke it into two sections the north and south and the north section does include all the way to Bella Cita, Bella Cita to the intersection with Links. The scope of repair is different there, the section between Goodman and Links is a full repair and some base replacement whereas the northerly section is just asphalt, mill and resurface.

We asked the County when this first came up to determine the ownership and it basically occurs where Masters makes that slight bend to the north even though there are some triangle pieces there that turn into nothing, they reviewed their old maintenance maps and determined it was about 700 or 800 feet south of Bella Cita was that cutoff point.

Mr. Arseniadis stated not only are we doing 2" of milling it is at least half owned by the County and it is not in as bad shape as the middle section. Are we throwing money at this that we don't need to?

Mr. Reicher stated I looked at the contribution that Omni and Parcel 11 and 12 are making and we are paying almost \$700,000 a year to the District and 35% of that maintenance and I defer to the Engineer but I would think there would be more traffic from ChampionsGate on out because it gets less traveled.

Mr. Arseniadis asked do we really want to do the County's job? Because once we do it we own it. I don't know when we would begin this project.

Mr. Flint stated it would be January next year.

Mr. Arseniadis asked wouldn't it be better to get the County to talk about their portion?

Mr. Reicher stated they have no money in their road budget.

Ms. Shouey stated they just fixed everything, that road is far better than Bella Trae or the south end of Masters.

Mr. Vincutonis stated we had the Geotech come out and evaluate it and do borings and we were basically told the recommendation to repair.

Mr. Reicher asked how much further deteriorated is the north end from the south end? Was that a condition of the original build and was it a condition because it was lower there? It is a 20-year-old road and has done pretty good.

Mr. Vincutonis stated yes that and groundwater and over irrigation.

Mr. Montalvo stated the bad section of Masters starts at Goodman Road and then it comes south so why couldn't we start it just past that because the northern leg of that is in pretty good shape.

Mr. Arseniadis stated let's assume that we decided not to do the northern section then these bids are not valid are they, we would have to go back and rebid. The mobilization cost is a very small part except for the low bidder. Do we do from South Goodman to White Shark, that is the worse part of the whole road.

Ms. Shouey asked can you redo this so I can go back to these bidders and get a proposal from Links to White Shark?

Mr. Montalvo stated given the number of projects we are going to be looking at in an aging District and the County has patched the road, what if we get a number to go from White Shark to Goodman. We are not going to be able to get to this until next year anyway.

Mr. Arseniadis stated I like the idea of going from White Shark to Goodman, that is the piece that is really defective.

Mr. Montalvo stated let's fix the problem and let the other stuff go until it needs to be fixed.

Mr. Reicher stated I would be happy to say we are going to do it and it would be nice if you guys could find the extra \$60,000 so it looks consistent all the way to Bella Cita since it is the fastest growing market in Osceola County. Maybe he can find the maintenance crew to do it.

Mr. Montalvo stated we are not totally abandoning the project we are saying we are not going beyond the 700-foot point unless the County wants to join in on the remainder and pay for a portion of that.

Mr. Reicher asked how is the roadway from White Shark to the intersection of ChampionsGate Boulevard?

Mr. Vincutonis stated it is in comparative good condition. We included it because there was discussion at several meetings to include it, if we are going to do Masters let's get prices to see what it would be. It is holding up pretty good and I think you have more than 2 or 3 years left based on the condition today.

Mr. Montalvo stated let's table this item and get bids for the 700-foot mark that we own south to the point where the ponding occurs. Because this is a big deal we ought to propose having a special meeting to consider this.

Mr. Flint stated the only issue I will point out from a cash flow perspective you may want to wait until January because your assessment revenue comes in early December. Depending on what alternative you select you are going to be tight.

Mr. Arseniadis stated I would like to get the bids so that in January they can mobilize and move.

Mr. Flint stated maybe when you do your meeting schedule we will pick a date in October and that way you include it in the meeting schedule.

Mr. Montalvo stated let's table this for consideration, get bids on what we talked about today and schedule a special meeting for some time soon to make a decision. The proposals would be from the point that we own north to where the ponding is and from the ponding to ChampionsGate we will have two numbers to work with.

FIFTH ORDER OF BUSINESS

Contract Renewals

A. Landscape Maintenance Agreement with Weber Environmental Services, Inc.

Mr. Montalvo stated the District is suffering from the same problem we had in Bella Trae and that is some of these bushes are 10-15 years old, that is not Weber's problem but it is a

problem. This is a rich contract compared to what we pay for landscaping services in Bella Trae. We have had this conversation before but in my opinion, they are at least \$20,000 above what a comparable service would be in Bella Trae.

Mr. Root stated I'm President of the Mandalay Association, which has about the same footprint as Promenade and I don't know what you pay but we pay around \$112,000 for landscaping. It is more complicated than landscape than what is along the medians. I'm trying to get a sense of what the territory is that these guys maintain.

Ms. Shouey stated it is the medians, all of ChampionsGate, all of the boulevard, the interchange.

Mr. Root stated it is the medians on the boulevard.

Ms. Shouey stated and the sides, the trees.

Mr. Root stated on Masters Boulevard up to Bella Trae and Bella Trae maintains?

Ms. Shouey stated no, we now do that.

Mr. Root stated Bella Trae maintains from the beginning of the island at White Shark, we maintain the sides.

Ms. Shouey stated and we maintain the medians.

Mr. Root stated on ChampionsGate Boulevard they do the center median, and the sides and the trees.

Ms. Shouey stated they do all the palm trees, once a year the palm trees and they cut the other ones to a 10-foot height. They cut back all the stuff on the boulevards.

Mr. Montalvo asked when did we bid this?

Mr. Flint stated it has been a number of years, but they have held their price. Just be careful when you decide to bid something because it will be an opportunity for them to adjust their fees. When we bid it out we have a very defined scope of work, we had a map and we had competitive bids and they were low bid. That is not to say if you bid it out again you won't get a lower one you just have to be careful because it may actually go up.

Ms. Shouey stated they also do all the irrigation and they have had one irrigation problem after another because it is failing. It is 20 years old and it is one thing after another.

Mr. Root stated I know we bid it and I don't know that there would be more players today. I don't have anything against Weber it is just that if I had this kind of a budget for Mandalay we could afford to have a fulltime person just going around snipping weeds.

Ms. Shouey stated we have five full time people.

Mr. Reicher stated one thing about Weber there is very little that we ask them to do that they aren't right on. We have a pretty good staff that is affiliated with the work that is being done and in today's 4% unemployment market you are going to get a low bid and a guy that might not do as nice of a job.

Mr. Root asked can we find out when we bid this last?

Mr. Flint stated tell us what you want to do and if you want us to bid it we will.

Mr. Root stated I don't think we can roll this over and over. There is a clause in that contract that I object to and that is they have a two-year option to renew. I don't know why that language is even in there. It is too late right now to put this out to bid for next year? At a minimum next year we have to put this out to bid.

Mr. Flint stated you can do it before then if the Board wants to.

Mr. Root stated this contract will run to September 2019 so when we put this out to bid we should have some type of performance/penalty clause built into that. One of my pet peeves is that a lot of times on Masters Boulevard the swath between the sidewalk and the conservation area, they will do one swath next to the sidewalk and will not do the rest and last week they didn't do it at all. If there is a breach for non-performance that they be given notice and they would have a remedy period and then once that is remedied and on the third one that will be a material breach.

Mr. Clark stated the approach I take is you do that and you buy lawsuits. It is a services contract so it is a 30-day contract although they give us a price for a term so it is to our benefit because we have a fixed price but if we are not happy with them the way you deal with that if you are not happy your management staff finds a way to let them know that there is noise in the system and be really careful about what they do.

Mr. Flint stated there is a 30-day termination without cause but there is a process in there if you have cause to give them notice and go through that. I agree with Scott if the contractor is going to agree to a 30-day without cause you are always better exercising without cause provision otherwise you are buying a lawsuit.

Mr. Arseniadis stated having lived with performance contracts on services deals for 40 years, first of all to measure the performance and to call it is a black hole once you start going

down there. I do think if this is the third year in the contract or the fourth year we ought to look into 2019 rebid it to satisfy ourselves that we have the low cost and let's move on.

Mr. Flint stated what we will do in May is bring the form of the RFP to the Board on an agenda, you review the scope and authorize us to bid it out and at the August meeting when you adopt the budget you would make a decision on the responses and it would be effective October 1, 2019.

Mr. Montalvo stated I suspect that Weber has been doing it as long as they have and working with Yvonne as long as they have the amount of management attention required by these guys is significantly different than what we are paying.

Mr. Flint stated I work with Floralawn, Brightview, Yellowstone and Down to Earth.

On MOTION by Mr. Arseniadis seconded by Mr. Lambert with all in favor the agreement with Weber Environmental Services, Inc. in the amount of \$11,631.92 for Fiscal Year 2019 was approved.

Mr. Flint stated we will bring the RFP document back in May.

B. Extension of On-Site Management Agreement with RIDA Associates Limited Partnership

On MOTION by Mr. Root seconded by Mr. Montalvo with all in favor the on-site management agreement with RIDA Associates, Limited Partnership for Fiscal Year 2019 in the amount of \$12,299.84 was approved.

C. Extension of Traffic Signal Maintenance Agreement with Traffic Engineering and Management, Inc.

On MOTION by Mr. Arseniadis seconded by Mr. Montalvo with all in favor the extension of the traffic signal maintenance agreement with Traffic Engineering and Management, Inc. for Fiscal Year 2019 at the same terms, conditions and pricing was approved.

SIXTH ORDER OF BUSINESS

Public Hearing

A. Consideration of Resolution 2018-04 Adopting the Fiscal Year Budget and Relating to the Annual Appropriations

Mr. Flint stated next is a public hearing to consider adoption of the Fiscal Year 2019 budget. You approved a proposed budget in the spring and set today as the date, place and time of the public hearing for its final consideration. Exhibit A to the resolution is the proposed budget that you would be considering.

I will go ahead and open the public hearing and ask if there are any members of the public who want to provide comment on the resolution or the exhibit attached. Hearing no public comment, we will bring it back to the Board for discussion and action.

I did hand out a revised capital budget and the only difference from what was in the agenda book is the actuals through 7/31/18 were reduced to \$119,784, the projected next two months were reduced because there was a deposit made to the paving company that we included but it was already in the actuals. The other thing on this one page that would need to be adjusted as a result of the action you took today is that the projected next two months would be reduced from \$184,958 down to \$137,424 and that is based on the votes you just took. We assumed the highest proposal on each one of those and that will need to be reduced back down to whatever you actually approved. As a result of that the carry forward at the end of this year would go up from \$209,000 to about \$257,000, which would increase next year's available funds as well by that amount. In the next year's budget, we put in \$360,000 for paving and that is going to change based on what you vote on in October. As far as the general fund budget we are assuming the assessment levels will stay the same, that is how you adopted a projected budget and that is what this is based on. We are also recognizing at the beginning of next fiscal year \$100,000 in carry forward and that is basically the difference between our operating reserve and what our fund balance is projected to be. We don't budget our operating reserve, it is on the balance sheet but it is approximately three months of our operating budget. When we take what our fund balance is less the three months we are projecting that we can recognize about \$100,000 of that and that allows us to transfer out \$100,000 to capital reserve fund in addition to about \$134,000. It allows us to transfer about \$234,000 to the capital reserve fund next year. The admin budget has actually gone down slightly \$550, the maintenance budget has gone up by about \$100 but that is attributable to the transfer out that I just mentioned because that is included in that maintenance category. It is a flat budget other than the increase in the transfer out.

On MOTION by Mr. Arseniadis seconded by Mr. Montalvo with all in favor Resolution 2018-04, adopting the Fiscal Year 2019 budget and relating to the annual appropriations, was approved.

B. Consideration of Resolution 2018-05 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Flint stated the next item is also a public hearing and is to consider Resolution 2018-05, which imposes special assessments and authorizes us to certify the assessment roll. We are taking the budget you just adopted, which contemplates the assessments remain the same and it is a list of all the properties with the individual O&M and debt assessment. Exhibit A is the budget and Exhibit B is the assessment roll.

There being no public comment,

On MOTION by Mr. Arseniadis seconded by Mr. Root with all in favor Resolution 2018-05, imposing special assessments and certifying an assessment roll, was approved.

Mr. Flint stated we will close the public hearings.

SEVENTH ORDER OF BUSINESS

Discussion Items

A. Authorizing Board Member to Correspond with Osceola County Sheriff Regarding Enforcement Action

Mr. Flint stated we were asked to add an item to the agenda to authorize a Board Member to interface with the Sheriff's office regarding traffic enforcement. We also have the new sign installation on the agenda for discussion.

Is there a desire to designate a Board Member to interface with the Sheriff's office or do you want to rely on onsite management to do that?

Mr. Montalvo asked who do you interface with?

Ms. Shouey stated I just call the Sheriff's department. I usually call our off-duty officers, I have their numbers. I only ask them to do things at night when I'm not here.

Mr. Montalvo asked what is the reason for this item?

Mr. Flint stated I think there was a concern about enhanced traffic enforcement and speeding. You were talking about enforcement of the right-hand turn lane and that sort of thing.

Ms. Shouey stated they are well aware of that.

Mr. Montalvo stated there is a telephone number that anyone can call and I have it and I can pass that along, it is a direct traffic enforcement line and you don't have to go through the Sheriff's line. They respond pretty well.

Mr. Clark stated the reason for doing something like this to authorize a Board Member to correspond would be if the Board wanted to have a Supervisor be authorized to give direction to the Sheriff, such as why don't you try coming Tuesday instead of Monday and that type of thing. That is currently being done by the Manager and that is the normal way to do it since you have onsite management.

Ms. Shouey stated Henry Salinas who works for the County is always asking the Sheriffs to come down just on the Goodman right turn issue. He is who I normally call for everything because he has a direct line to the Sheriff's department and he can get better action than I can.

Mr. Montalvo stated I don't see any benefit to delegate some authority to a Board Member. We are not permitted by law to sit down informally and talk about issues with whoever that designee would be. We are allowed as individual Board Members to come to the Manager.

B. New Signage Installation

Mr. Montalvo stated this was my request and Luke is here and Luke and I have had many conversations in the last couple of weeks. We are not getting what we thought we were getting. The signage was not getting done and I kept calling Yvonne about the status and was told it was going to be done next Friday and it wasn't done. I finally called Luke's boss in North Carolina and he is very familiar with the project and he said I promise this will be totally completed by the time you meet today and it is not. I learned what was originally proposed for these signs was: stone on the sides and aluminum type surface then a box to put inside. I learned yesterday that the aluminum cladding radius is different and it is not going to look right, so they contracted to do stucco over the tile part of it. I looked at the contract and I didn't see any specifications and all I had to rely on was our communications. We have a \$121,000 contract for seven signs and I would like to know what we can expect.

Mr. Minton stated Mr. Montalvo summarized it and I believe firmly that at the end of the day for all the sign walls the best appearance, performance and for maintenance issues, which we are seeing a lot of need for on these sign walls would be a smooth stucco finish that is integral and applied to the walls in lieu of our original plan, which was going to be applied panels made

of metal that were painted. That attempt was made on Friday and it looks not appropriate. You end up having a seam at the bottom that cannot be closed very well. In addition, because the walls have varying elevation, etc. you end up having a gap across the bottom. At the end of the day given the condition of the EFIS that is on those walls, which is already a raised texture I believe the best bet is to completely cover not only the tile but also the EFIS material, bring that to the same plane and have that be a smooth stucco finish. It would be painted the teal that you would see today as your drive around. It would be seamless. When it comes to the moped, car or bicycle or weedwhacker hitting it, it is going to be much easier to repair than any kind of metal panel. Beyond that, given our performance or lack thereof or intermittent performance, I also agreed to inherit the cost to do the electrical work for these signs so we have contracted with LC Electric mentioned earlier in this meeting to remove ground lights and bring existing power from there to the back of each sign. The signs are ready to be connected, the LED lighting is inside each of those already. I have not contracted with the stucco company for prudent reasons; meaning today's discussion but after this meeting I would do that. At the end of the day either flat or curved we want the complete surface to be seamless and we want it to be in the same plane and we want to follow the actual radius that you find on not only the tile but the applied foam and all that speaks to where we are.

Mr. Flint asked how does the EFIS meet the tile? I'm wondering about applying stucco from one to the other and it is an opportunity for a crack. Are you going to put wire on?

Mr. Minton stated actually the EFIS, which is basically a rectangle with notched corners, the tile sits within it, is an inch and a half recess for the tile so what is going to happen is we are going to build up that inch and a half with foam that is used for stucco and it is cut and sits inside the existing EFIS. That gives a complete solid surface.

Mr. Flint stated then it is all going to be on foam you are not going to have some of this stucco and tile.

Mr. Luke stated it needs to be seamless and new in appearance.

Ms. Shouey asked what do you think the timeframe is for finishing?

Mr. Minton stated I'm going to call the stucco company if there are no objections and get his schedule, he suggested that the scope being rather small would suggest fill-in work. My only hesitation to that is that if I stucco today I could paint tomorrow but I'm willing to paint just behind him as needed. To answer your question, I will have an answer this afternoon when I get

his exact schedule. I will also find out if it would be sequenced in any way. My preference would be that everything is done at once then everything could be painted the next day given dry conditions. I would like these to look good. They need to look good 20 years from now when you decide to do this again.

Mr. Montalvo stated when this was bid and we entered into a contract for \$121,000 for seven signs, I'm not sure what the basis of that was. My concern is that it is an awful lot of money for seven signs and the configuration and the thing that has changed over time, this is the third time, so cost wise what were the assumptions for the \$121,000?

Mr. Minton stated the first change that I recall was we were going to do free-standing signs along the boulevard, these existing walls were going to remain as is or whatever then we changed to let's redecorate what is there for various good reasons then the change to going to stucco is not only a recent change but it is different than the cost estimate. The cost estimate assumed fabricated aluminum panels that went in sections around each wall to cover the entire area. Even if those fit perfect, even if those aligned well, I still think that I would be realizing that I put something on that looks like the side of a battleship.

Mr. Montalvo asked is that more expensive than the stucco?

Mr. Minton stated I need to find out but I would say yes. I believe with the rush charge I'm going to pay the stucco may end up being equal but apples to apples yes it would be less.

Ms. Shouey asked didn't you fabricate all that metal?

Mr. Minton stated yes.

Mr. Reicher stated will we be happy as a community and proud of the way the signs look?

Mr. Minton stated yes, because it will not only look good the day it is done but it will look good as you can maintain it over 15 to 20 years.

Mr. Reicher asked do you think we have enough of that stone applique on there? Our smaller signs also run that stone on the bottom to kind of break it up. I don't know if that makes sense for those signs.

Mr. Minton stated put this on the record. I would love to put stone applique on the diagonal bases, the only issue is with that is your geometry and landscaping. If the Board needs that on I'm willing to do it.

Mr. Reicher stated when you look at the smaller one, at the new downtown shopping center it runs across the whole bottom. I don't know if that is better or worse. I'm having a hard time when I see painted tiles.

Mr. Minton stated the difference there is the radius. The ones at the shopping center are flat.

Mr. Root stated it has been over three years since we looked at the original plans so it is very hard for me to visualize this discussion about what we thought we were getting and what the proposal is now. It is hard for me to understand what the issues are but lesson learned.

Mr. Montalvo stated from the time the discussion began and we had another bid and Luke changed companies and his new company bid on this.

Ms. Shouey stated we signed this agreement in September 2017.

Mr. Lambert stated when you drive up to it you can hardly read it, especially at the corner when you are looking at the sign for Omni. If you are planning on traffic being able to see that as they are coming up so they know where to turn it is going to be larger than it is to give them the opportunity to make that turn, instead of realizing at the last moment and not being able to make the turn. I don't see the letter height on that to be big enough. At night, it will be different because you have the lights but in the daytime, you are not going to see it until you are on top of it and most of the traffic is during the day.

Mr. Reicher asked is a color issue or size issue that it is not showing up?

Mr. Minton stated I think it is a size issue, a font issue, the need to put six individual names on that sign makes it more populated. You only had two fonts on the sign before that said Omni Hotel and Golf Club with a large right arrow. We are taking that same space and doing it in a different format. The sign at White Shark has three long panels. A person could do that to some of these others if they wanted to increase. Do it in height. The other idea is maybe a more bold font, the font we chose was universal and easy to read and it worked for all messages long and short. Each opening is roughly 6" tall, you have a 4 1/2" letter in there so you need some green margin around there otherwise it will look crowded and you might not pay attention to it. We could do one as a test as a layout pattern. We could even photoshop it before you physically do anything and see if that helps, but it is still a 6" window.

Ms. Shouey stated the one at White Shark only has three panels. Are they only 6" high also?

Mr. Minton stated yes, we essentially eliminated a column and made it one long row.

Mr. Reicher asked is it possible that we may be distracted when we are looking at these signs so it is harder to read?

Mr. Minton stated I also think the sunlight has something to do with it. I believe there is a little bit of reflectivity going on that we didn't have before because we were just looking at white PVC letters mounted on a painted green wall. In the case of several signs the copy is much more readable. In the evening, it will pop similar to what you see in the shopping center.

Mr. Lambert stated I think at night you will be able to see it, you just can't see it in the daytime and most of the traffic through ChampionsGate is during the day.

Mr. Minton stated the last recommendation I can make is to deviate from the bi-centennial teal. In the daytime, you are looking at a white letter on a dark background if that background were darker it creates contrast.

Ms. Shouey asked what if you did a deeper green where the sign was going.

Mr. Root stated it is not the color it is the fact that we are putting too much on there.

Mr. Reicher stated from a management perspective we have to give him direction if we want him to proceed with the stucco if he thinks that is the best fix then we need to decide on that.

Mr. Montalvo stated I don't think we have any choice.

Mr. Lambert left the meeting at this time.

Mr. Montalvo stated let's give him some direction. We are going with stucco. Do we need to do anything on that?

Mr. Flint stated if there is consensus you don't need to vote, if there is a difference of opinion then you need to vote.

Mr. Montalvo stated I didn't hear any dissention at this point so go with the stucco. Now we get to the font and visibility can we do anything about that, the color?

Ms. Shouey stated wait until it is done, wait until the lights are on, and then look. I think it is going to be harder to read because of the amount of names.

Mr. Montalvo stated I agree let's wait and see what it looks like.

Mr. Reicher stated if we could get better communication that would be helpful.

Mr. Montalvo stated keep me posted and I will let Yvonne know and she can disseminate that to the Board. Does the agreement need to be changed because of the lighting?

Mr. Minton stated it is a gentleman's agreement based on our performance and lack of communication, etc. it would be the least we could do to inherit the costs that I think originally someone else was going to take care of. When Yvonne and I had the conversation about what electrician to use and that did linger on it seemed, she did give me one electrical contractor to reach out to. I want to do everything and make this right and have a good feeling when it is done to inherit that cost and responsibility. I don't necessarily need anything revised.

Mr. Montalvo stated we have four small signs that need to be moved to complete the signage project. We have not priced that so I do have the name of a company that does fast work, Good Deal Construction and I have the contact information.

Ms. Shouey stated get me the information and I will get three quotes.

Mr. Montalvo stated we need to get that done. Can we kick that to the special meeting?

Mr. Flint stated I don't have the resolution with me but I'm sure that with the three bids between you and I we have the authority to approve it.

Ms. Shouey stated it is not going to be \$10,000.

EIGHTH ORDER OF BUSINESS

Consideration of Proposal from VGlobalTech to Provide ADA Website Compliance Services

Mr. Clark stated I have a number of stories I have collected over the years that start with people hate lawyers because, so this is a new edition to one of those stories. During the past three months, 33 Community Development Districts in South Florida have been sued by the same lawyer representing the same plaintiff under the Americans with Disabilities Act. The lawsuit is for the failure to provide an accessible website. Essentially, an accessible website is one which people who are visually impaired using software on their computer can communicate with your website and things that are pictures or text will be read to them. They are turned into verbal instead of visual communications. This has been an issue in retail for a few years, the lawyers have been suing any retailer who has a big website operation. Of course, they are big and they want people to use their website and so they have generally put out the money and have the money to get it fixed and to comply with the standards. There is a particular standard, which is called WCAG 2.0 that has been drafted by industry groups. In 2016 the prior Attorney General under the prior administration published a proposed regulation that would require local governments to meet this standard. The regulation was not adopted, it didn't receive final action,

it was still pending when the current administration put out its anti-regulation mandate and a couple of those mandates apply to this. One is you have to get rid of two regulations for every one you adopt and one was specifically targeting small businesses and small local governments and saying let's reduce the regulatory burden so the Department of Justice withdrew the proposed regulations. Nevertheless, an attorney with a client in South Florida has brought these lawsuits and the issue in the lawsuits is never winning or losing, it is the attorneys' fees. George has one District that got hit with this but what they do is swoop in and coerce you into a settlement under the premise that if you don't settle then you will settle later and you will pay my attorney \$50,000. In addition, the insurance company that provides liability insurance to most of the Community Development District business quickly saw this because they have to pay for the defense in the policy so they quickly saw where this was going and said if you are going to continue to have coverage for this you are going to fix this and you are going to comply. Even though I could make a compelling argument that the regulation doesn't apply and it doesn't have to be complied with it doesn't matter because as a practical matter you need to comply and here is the problem. We are required to have a website as a unit of local government, we are required to put certain things on the website. Most CDDs put much more than certain things because it is convenient for your constituents. That is something you are going to have to reevaluate because most of the Districts I have had this discussion with when they start looking at the numbers for compliance, say get that website down to the least we are required to do. It is unfortunate but the way that the ADA has migrated over the years is that it is not acceptable to just have a phone number for someone who can't read your website and say call this number and someone will read it to you. They require that the person be able to have the same experience that everyone else. It is fairly urgent to jump on this because these things work their way up the State. We had that experience three or so years ago with public records requests where some attorneys in South Florida would have their clients send silly and very difficult to understand public records requests by email and then file a lawsuit for non-compliance, the goal of which was to earn attorneys' fees. Fortunately, they changed the law on that fee. We have talked with the Department of Justice and asked them where they are going with this because it would be really nice if instead of doing nothing they would say local governments under 50,000 residents are not required to comply with this but until they have done that we are going to have to take the defensive posture. All of the District Managers who manage CDDs have gone out and looked

for solutions and George has brought one for your attention today and my recommendation would be to do something, whether you think this is appropriate or something else.

Mr. Flint stated my recommendation would be to approve the first year for \$1,700 and during the course of the next year we look into it further. We met with three companies and this company is also working for a couple other management companies. We manage about 150 Districts so we are the biggest management company. We think this company can do a good job, the only question is in the out years whether we can go ahead and take it over once they have it set up and save the District some money.

On MOTION by Mr. Arseniadis seconded by Mr. Montalvo with all in favor the proposal from VGlobalTech for the first year services in the amount of \$1,700 was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Clark stated I am celebrating my 20th anniversary as Counsel to the Board and I appreciate you putting up with the abuse that I have to bring from time to time on things like this.

B. Engineer

There being none, the next item followed.

C. Manager

i. Approval of Check Register (Deferred from 5/8/18)

On MOTION by Mr. Arseniadis seconded by Mr. Tennyson with all in favor the check registers from February 7th through July 31st were approved.

ii. Balance Sheet and Income Statement

A copy of the balance sheet and income statement were included in the agenda package.

iii. Presentation of Number of Registered Voters – 1,036 (deferred from 5/8/18)

Mr. Flint stated Mr. Root's seat and Mr. Arseniadis' seat is up for election and Mr. Root ran unopposed and no one qualified for Larry's seat. At the next meeting the Board will declare it vacant and Larry can stay in it until you appoint someone else and you can reappoint Larry if he wanted to stay on the Board.

iv. Presentation of Arbitrage Rebate Calculation Report (Deferred from 5/8/18)

Mr. Flint stated next is the arbitrage rebate calculation report and it is something we are required to do and you will see for the 1998A and 1998B Bonds we have a report indicating a negative arbitrage of \$2.9 million. We don't have any issues.

On MOTION by Mr. Root seconded by Mr. Tennyson with all in favor the arbitrage rebate calculation report was accepted.

v. Approval of Fiscal Year 2019 Meeting Schedule

Mr. Flint stated next is approval of the Fiscal Year 2019 meeting schedule and I have set up a proposed schedule that is consistent with prior years, four times a year on the second Tuesday.

On MOTION by Mr. Montalvo seconded by Mr. Tennyson with all in favor the Board will meet in Fiscal Year 2019 on the following dates: December 11, 2018, February 12, 2019, May 14, 2019 and August 13, 2019.

TENTH ORDER OF BUSINESS

Other Business

Mr. Reicher stated we are making progress and am now talking with everyone including the Federal Highway Safety Board. The idea is that FDOT has interest in us because we have offered to do some pre-funding as the developer to do some enhancements in the interchange underneath the interstate. That is going along well and we submitted to them what we thought made some sense from an engineering perspective and there was an interchange study done that I saw a few weeks ago and that report is being done and being digested in front of their interchange committee. We are trying to get to the point where FDOT and federal highway safety approve our notion by the first of the year and that will allow the County to let the RFP to

select an engineer and price it and then do that as the developer as long as there is a refunding agreement and the money is not giant. We are making progress. The long-term plan is the idea that we will get money for I-4 is the issue. You can't load onto I-4, the current ultimate project is \$100 billion over budget in 18 months behind schedule at this point in time. For us to get the next link, which is basically where it leaves off at Sand Lake Road and 27 that could be 20 years from now before you see any substantial relief in terms of that project and you feather in highspeed transportation that currently has an RFP out for Orlando to Tampa and feather in the fact that CFX wants to use 532 as the temporary entrance for the extension of the Poinciana Parkway. Internally we are looking at it as something that will exist for a long time at least 10 – 15 years. It is the helix approach where it takes out some of the signalization and improves the flow. The other thing that got caught early is there is a report that says we have had 24 accidents in 12 months for people making left hand turns coming from Reunion trying to get onto I-4 ramp so that is probably going to go to a stagnant red/green light opposed to a flashing light. All those ground signs have deteriorated significantly that is something the FDOT and County are going to undertake as a temporary fix until we can start construction on the larger fix, whatever that ends up ultimately being.

Mr. Montalvo asked what about the safety issue coming off on 58?

Mr. Reicher stated we finally talked to the right person and you notice the delineators are back up, the pothole is fixed. Part of this is to increase that off lane and we have opened DOT's eyes to the fact that it is really not a peak traffic issue only it is also when the theme parks let out both employees and visitors.

ELEVENTH ORDER OF BUSINESS

Supervisor's Requests

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS

Audience Comments

There being none,

On MOTION by Mr. Arseniadis seconded by Mr. Tennyson with
all in favor the meeting adjourned at 4:22 p.m.



Secretary/Assistant Secretary

Chairman/Vice Chairman