

MINUTES OF MEETING  
CHAMPIONSGATE  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the ChampionsGate Community Development District was held Monday, July 8, 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
Jordan Rockefeller	Assistant Secretary
Lee Dawson	Assistant Secretary
Elizabeth Allen	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

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Yanosik asked is the Engineer satisfied with the repaving of Masters? It is like a washboard.

Mr. Vincutonis stated it could have been a little smoother. They used typical paving equipment so I'm surprised it isn't a little smoother but unless we go out and identify areas that are really bad you have to almost rip it up and redo it.

Mr. Yanosik stated you can feel it as you drive down it. You can see the white stripes go up and down like waves.

Ms. Allen stated I have had a lot of comments about who did the line striping and maybe it is related to the paving.

Mr. Yanosik asked are you going to accept the job?

Mr. Vincutonis stated we still have the speed bumps. The original plan was to remove and replace the speed bumps so you could replace the asphalt underneath. They were going to sealcoat the west side, make it black to match.

Ms. Allen stated the paver crosswalks have lots of tar on them and I don't know if there is an intent to clean those up or not.

Mr. Vincutonis stated they still have a little smoothing to do, milling debris, curbing and spots.

Ms. Shouey stated we can call Matt and see what he can do because they are very responsive.

Mr. Vincutonis stated he can heat it up and re-roll it.

Mr. Reicher stated I like the idea of a permanent speed bump because you are going to have anchoring issues.

Ms. Shouey stated I think we should call them and have them come out so we can show them the problems and let him deal with getting it right.

Ms. Lawrence asked what would it take to get speed bumps on Legends on the walk areas. There is a speeding problem with people coming out of the apartments and also Bella Trae.

Mr. Montalvo stated we went through a process just to get these accomplished and for the county to approve that you have to go through a series of studies and speed and volume of traffic.

Ms. Allen asked what does a study like that cost?

Mr. Vincutonis stated between \$3,000 and \$5,000.

Mr. Montalvo asked how do we handle this? Do we want to do a speed study?

Mr. Vincutonis stated the county is going to want to see a justification to install them.

Ms. Allen asked what time of year is the best time to do the study?

Mr. Dawson stated an average speed would be average speed.

Mr. Flint stated a four-way stop is more of a frequency issue. The justification on Masters was a combination of safety because you have a curve and wall and probably speed as well. I don't know that you are going to have the same on Legends or not.

Ms. Lawrence stated there is a school bus stop and a curve. When you are coming out of Mandalay from across the street going into the primary area of Bella Trae they can't see you coming around that curve and if they are going 50 mph there is no way they can stop.

Mr. Montalvo asked do we want to do the step one on this?

Mr. Dawson moved to authorize staff to conduct a speed study on Legends and Ms. Allen seconded the motion.

Mr. Flint stated the question would be if you want us to bring back a proposal from a traffic engineer at your next meeting or do you want to delegate authority to the Chairman on a not to exceed basis so we are not holding it up. To be safe I would authorize a not to exceed of \$10,000. We will get a couple prices and the chair can make the decision.

Mr. Montalvo stated I will accept the amendment not to exceed an amount of \$10,000.

On voice vote with all in favor the motion was approved as amended to authorize staff to get proposals and the Chairman was authorized to approve a contract with a not to exceed amount of \$10,000.

Ms. Lawrence asked with the police officer in the area does that help with the trucks?

Mr. Montalvo stated yes, we are going to hear about that shortly.

Ms. Vilsaint asked also on the same traffic and roadways issue, has it ever been thought where you come out and you can't make a left where the restaurants are and when Maurice is out there he is ticketing like crazy. People say they don't see the signs even though it says, right only, in four different places. That whole intersection can get a little scary sometimes. Now that the light is in and you can get to all the businesses through the light, have you considered making that a straight median and make it so you can't turn in or out?

Mr. Reicher stated it is a road and people are relying on that. People relied on that access when they bought those properties it was disclosed that the porkchop would go in at a certain number of metered traffic. It would be very difficult to do that and would put a lot of traffic on Laura that Laura was never intended to carry.

Ms. Shouey stated everybody has looked at that and that is what they wanted us to do, the right turn only.

Mr. Flint stated she is proposing to close the median cut.

Ms. Shouey stated that is a DOT road, that is not a ChampionsGate roadway.

### **THIRD ORDER OF BUSINESS**

### **Approval of the Minutes of the May 13, 2019 Meeting**

On MOTION by Mr. Montalvo seconded by Ms. Allen with all in favor the minutes of the May 13, 2019 meeting were approved, as presented.

### **FOURTH ORDER OF BUSINESS**

### **Consideration of Quote for Painting Streetlights**

Ms. Shouey distributed the proposals for painting light poles, flagpoles and mast arms and stated I am waiting for the proposal for repair of the spire on the arches. I'm waiting for a proposal from him to make all those repairs and go ahead and do the LED lights, which we approved a couple meetings ago and the people that were supposed to do it claimed they can't do it because there is too much traffic. I'm going to let him bid it out again.

Mr. Montalvo asked what is up for discussion?

Ms. Shouey stated the first one is for the 12 traffic light poles \$9,060 and mast arms. The next one is the light poles and that is \$225 per light pole and he thinks there is 112 but he is going to recount them again and I have a \$25,000 bid to do that. The flagpoles are \$2,000.

Mr. Montalvo asked do we approve each one individually?

Mr. Flint stated you can do it either way. If you want to do some and not the others we can take them individually. If you want to do all of them we can do that.

Ms. Allen asked have we done business with this company before?

Mr. Flint stated I have. They did all the stop signs, street signs and common area signage in Reunion. They just finished that last month and they did a good job.

Mr. Reicher asked does this proposal include the shields around the signals that need replacing?

Ms. Shouey stated no, they are just painting the mast arms and the poles.

Mr. Montalvo stated my largest concern is timing from start to completion. We need to establish a timeframe contractually.

Mr. Flint stated I would do 90 to 120 days.

Ms. Shouey stated let's see what they say. Are we going to do it under one contract?

Mr. Flint stated yes, you can do it under one contract if you are going to award all of it.

Mr. Clark stated I would do it under one.

Mr. Flint stated that is why you want the timeframe a little bit longer because you have multiple projects.

Mr. Clark stated if you want to go forward with all the projects we will designate a time for completion of 120 days and if we can get a shorter one we will do that. You can have a price per day penalty is the best way to approach it but it is hard to do on a small contract like this because you end up eating away the whole thing and they lose their appetite. You can do termination if they miss it, that doesn't help you very much because then you are sitting with an unfinished project.

Mr. Montalvo stated what we can say, if they haven't accomplished it within that timeframe will constitute a breach of the contract.

Mr. Clark stated you can approach it from right to terminate or hire another contractor and use the money we haven't paid them. I don't know how they want to be paid.

Mr. Flint stated I think if you ask them what a reasonable timeframe is and they give you the date, we do a lot of work with this company, I think they are going to meet the timeframe barring any hurricanes.

Mr. Reicher asked will they have to file a transportation plan to do the mast arms?

Mr. Flint stated I think the contract needs to include some sort of MOT provision.

Mr. Reicher stated that could also slow them down.

Mr. Flint stated I think the timeframe is going to be from the date of execution of the contract, he just needs to make sure he doesn't execute the contract until he has his ducks in a row.

Mr. Clark asked what is the penalty? If it is 90% done and we are holding all the money then we are in a good position and since this is painting work I don't see where you would need a deposit, certainly not a big deposit.

Mr. Montalvo stated that would be the hammer if we had a big hold back in terms of completion.

Ms. Shouey stated you still have to pay people.

Mr. Clark asked if it is 120 days, do you want a 10% penalty for every 30 days late or a larger number.

Mr. Montalvo stated I'm okay with some type of penalty and 10% is not onerous for 30 days.

Mr. Dawson asked if you do 20% are people going to look at that and not do the contract?

Mr. Clark stated 20% may get them to look at a small contract and say, forget it.

Mr. Montalvo asked would 10% be a problem?

Mr. Dawson stated I would like to hear from the guy that runs it and he is going to have a better understanding of the timeframe and if he has given us a realistic timeframe.

Mr. Montalvo stated we have the discretion to say you ran past 12 days and there is nothing to enforce that but I want to have it there in case 30 days goes by and he is not done.

Mr. Clark stated I propose a 10% penalty if they are 30 days over.

Mr. Montalvo stated I think that is fair.

Mr. Dawson stated let him make the proposal on the timeframe that is reasonable.

Ms. Allen stated in the ideal world you would rather not do a deposit but pay at the end of the job. Is that what I'm hearing or does he have specific terms?

Mr. Montalvo asked what did you do with these folks?

Mr. Flint stated I don't know that we did a deposit but it is a small company so it is possible that he may request a deposit for materials. Maybe you can delegate to the Chairman to make the final decision on the deposit amount if required. We want to be reasonable, they are not a big company. They use Sherwin-Williams paint; they use quality stuff.

Mr. Clark stated usually in a painting contract they have some paint specifications.

Mr. Flint stated we will include the paint specs in the contract.

On MOTION by Mr. Montalvo seconded by Mr. Dawson with all in favor the proposal for the painting was approved subject to a maximum 120 days to complete the work and 10% penalty for every 30 days over the contract time and authority was delegated to the Chairman to determine whether a deposit is appropriate or not.

**FIFTH ORDER OF BUSINESS**

**Consideration of Proposal from VGlobalTech to Allow Additional Years of Documentation on District's Website**

This item was deferred.

**SIXTH ORDER OF BUSINESS**

**Ratification of Agreement with Clarke Environmental Mosquito Management, Inc. for Mosquito Management Services**

Mr. Flint stated item five is ratification of the agreement with Clarke Environmental Mosquito Management, Inc. for mosquito management services. They are the current contractor.

On MOTION by Mr. Montalvo seconded by Ms. Allen with all in favor the agreement with Clarke Environmental Mosquito Management, Inc. was ratified.
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**SEVENTH ORDER OF BUSINESS**

**Discussion of Status of Laura Lane Project**

Mr. Vincutonis stated at the last meeting we had some sketches and prices and we decided on Option 2. There was discussion of whether or not we could use a guardrail a little bit. We were going to have a talk with the property owners for the acquisition process.

Mr. Montalvo stated we were going to do a survey so we would have grades and a to-scale plan rather than draw stuff on an aerial so that would probably cost \$5,000 to do that. To that end Mark said yes, he would go to these folks and say we need an easement or something like that. Have we made any progress on that?

Mr. Vincutonis stated we have not done the survey. My understanding was that before we spent a lot of money on the survey and engineering we wanted to know what their response was.

Mr. Reicher stated we took the sketches to the owners to see what their response was.

Ms. Shouey stated the people who own the dentist building said what benefit would that be to me, I have a sidewalk out front, I don't want you encroaching on my property. I sent him the stuff just to look at and he said it is of no benefit to me and what if I want to do something else out there. I sent him what Mark had done up and I was supposed to call him back he was going to talk to his brother.

Mr. Clark stated we talked a little bit after the meeting about the sequence of these things and agreed that before we spent money we ought to determine the willingness so those conversations were happening.

Ms. Shouey stated Watson didn't say either way I just sent him the stuff and I haven't heard back from him and I didn't get a chance to call him.

Mr. Dawson stated they have an outbuilding and we would have to take that down and do some grade work and there is also that manhole cover.

Mr. Reicher stated it is not an easy project.

Mr. Vincutonis stated we were going to leave the building there and stay away from it and the contractor would need to install some sheeting to protect that building.

Mr. Reicher stated we need a buffer we can't be right up against the roadway with a sidewalk. The constructability of the project is not good without expense.

Mr. Dawson stated if you move this a little bit further and crossed there you would be moving the crosswalk down about 20 feet toward the middle and could avoid that manhole cover and that building. There would be more guardrail to take off. I don't know what the cost would be.

Mr. Reicher stated I think it is more once you start taking the guardrail and moving back, you end up with a pretty severe slope and you have to have more sheer wall.

Mr. Vincutonis stated if you are looking at going past that outbuilding you are quite a ways into that guardrail and the retaining wall.

Mr. Dawson stated we had the other option to go across that and put some sort of wooden structure.

Mr. Vincutonis stated you are talking about a boardwalk along the whole way.

Mr. Dawson stated you would have 50 feet of boardwalk to stay off the ground in the pond area until you get someplace, because you are still going to have to build that up to get to a sidewalk.

Mr. Montalvo asked am I hearing that the dental building owner can veto the whole thing?

Ms. Shouey stated it is his property.

Mr. Montalvo stated if he says no, then this whole thing goes away. Is that what we are saying?



Mr. Clark stated we cannot compel him to give us an easement. We could through a very arduous process of condemnation but what we would spend doing that for this small project is ridiculous. If the dentist is saying he is not excited about this then you are going to have to offer him money for anything.

Mr. Montalvo stated I would like to personally talk to these folks. Because this is a safety issue, we have people walking on the road.

Ms. Shouey stated there is a sidewalk right on ChampionsGate.

Mr. Montalvo stated the road is there and they use the road and we have observed many, many instances where that has happened and that is a heavily traveled road.

Mr. Reicher stated what might be an interim step is to draft the actual easement document without the legal description and present him with a complete package. Let him see the whole package.

Mr. Montalvo asked why don't you send that to us and let's arrange for a meeting?

Ms. Shouey stated he is in Pennsylvania.

Mr. Montalvo asked he has no representative here?

Ms. Shouey stated no. Two brothers bought that building.

Mr. Reicher stated it is a triple net guy who buys these buildings all over the country because the original purchaser sold it to a third party and it is more or less a passive guy looking for income.

Mr. Montalvo asked who are we dealing with who is saying no?

Ms. Shouey stated the owner who is in Pennsylvania.

A resident stated obviously, it is an issue we are looking at some solutions for that road. A boardwalk has been mentioned, it kind of makes you want to walk that little boardwalk. Is it a lot of money? How much difference than a project on the easements?

Ms. Allen stated it was \$300,000 more.

Mr. Reicher stated you have the option also to put a sidewalk in the area the District also controls between the two ponds, which has none of these issues. That is an option and this Board controls the entire area.

Mr. Montalvo stated that does not solve the problem. People are not going to go that way especially at night they are going to go down that road.

Ms. Shouey stated if you lit that path they would go that way and you could do it with solar lighting.

Mr. Montalvo asked what is next?

Mr. Reicher asked did this proposal include lighting on Laura Lane as well?

Ms. Shouey stated no.

Mr. Vincutonis stated we have a budget number, lights are \$5,000 each.

Mr. Montalvo asked are we going to put that package together?

Mr. Clark stated we will do that and you are going to participate in a pitch to the property owner.

Mr. Montalvo stated I would love to do that. Does he ever come here, does he have business here?

Ms. Shouey stated I will find out. I just talked to him I didn't ask him if he was coming here.

Mr. Reicher stated I don't know who he is.

Mr. Montalvo stated I think as a matter of public safety we have to make every effort we can to make this happen. As soon as someone gets hit on Laura Lane you know what is going to happen. We are dumping traffic in there and the pedestrian traffic is there and we know it is there. Now we have an issue we need to address.

Have you had a chance to look at that right turn lane radius and increasing it from 40 to 55 feet? Did you get a chance to do that yet?

Mr. Vincutonis stated our surveyors have been out there and surveyed it and he is trying to find some monumentation to tie it in but one thing we did find is that the Miller's Ale owns to the back of curb so if we do make any improvements and push that back we will have to talk to them.

Mr. Reicher stated that should be no problem.

Mr. Vincutonis stated I'm waiting for that survey to be finished so I can see what it is going to look like.

Mr. Montalvo stated when you get that ready and get it to Yvonne she can circulate it to the Board Members individually so we can have a heads up going into it so we can get our thoughts together on that.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Mr. Clark stated at the last meeting there was some discussion about doing a legal letter on the sign contract and I was going to get a punch list from staff on that, which I have not seen.

Mr. Montalvo stated that was in my notes as well because I was going to take a look at the draft before it went out and I never saw a draft. Has a punch list been made?

Mr. Reicher stated we had a punch list and emailed it but there was not much to the punch list.

Ms. Allen stated it was to be a punch list by sign not by category.

Mr. Reicher stated we did a physical walk and I think Yvonne corresponded by email. I know I have spoken to him several times and he is still woefully short of completing. He put the stone on the bottom of the big sign at Legends, I saw him doing it Friday night. When I pulled in today I did notice it was installed. There is still a lot of things remaining unfinished including a punch list that we did a physical walk and saw that the quality of work was not very good either. We continue to have an issue.

Ms. Shouey stated I will go sign by sign and send it to Scott.

Mr. Montalvo stated we were supposed to do that the last time.

Ms. Shouey stated I sent it to him but I want to go back out.

Mr. Montalvo stated we are talking about another three months.

Mr. Clark stated if the work that is being done is unacceptable and our strategy has been to try to get them to do more work then that is not the right strategy. Are we at the point where the Board wants to terminate them and seek another contractor and retain the money?

Mr. Montalvo stated that's where I am. We talked about July 1<sup>st</sup> the last time and these things happen.

Mr. Clark stated apparently he got a punch list although we didn't attach my letter and it is still not going to happen. I don't want you to tell me to write him a letter with a punch list to come back and have the same discussion.

Mr. Reicher stated I have talked to the guy several times and said you are embarrassing yourself and us because we recommended you and get it done and he said I will get it done on Tuesday. It is not without effort so I think he is out of rope. We need to understand the

ramifications of it and the consequence of it we need to understand that from a perspective of financial consequence.

Mr. Clark stated we have a substantial deposit and it may be substantial enough to do whatever needs to be done to fix it and you can weigh that better than I can. I just know that we have a lot of money that has not been paid.

Mr. Montalvo stated it is about \$70,000.

Mr. Reicher asked can he make claim to work complete? The most bizarre thing about this is that he is like a one-man company all of a sudden and this is a big company. It seems like he is getting zero support from his company. The only thing I really haven't done is talk to his boss.

Mr. Montalvo stated I talked to his boss.

Mr. Reicher stated that didn't generate more labor and getting things done and you would think it would because if you were the owner that is what you would do you would protect your interests.

Mr. Montalvo stated the guy told me it is going to get done in two weeks and this has been almost a year ago.

Mr. Clark stated we have a termination clause we use in every contract if the work is not satisfactory, you are not performing, we give a seven-day notice and terminate you. We have threatened that for a long time, now we do it and tell them we are going to retain the unpaid portion of the contract in order to correct the work. He can say that is fine, this job is killing me anyway. He can say that is way too much money and enter into a negotiation with us about how much we get to keep to which we may respond we will correct the work and see where we are, which is where I think we want to be. We will find someone to get the work done correctly and if there is any money left over we will pay you for the job. The lack of great specifications has always been an issue in the contract where we had some pictures and drawings although I think it is pretty clear that they didn't conform to the drawings.

Mr. Reicher stated clearly he didn't meet the spirit of it and the work quality is not there.

Mr. Montalvo stated we have his admissions in writing that the work was not done correctly and he what he was going to do to correct it.

Mr. Clark stated there is adequate language in the contract. If that is where the Board if at then let's do it.

Mr. Montalvo moved to authorize District Counsel to send a letter of termination to the sign company as outlined above and Ms. Allen seconded the motion.

Mr. Reicher asked from a practical standpoint does George or Yvonne have anyone you think can begin to look at this and take corrective action?

Ms. Shouey stated I have several I can contact.

Mr. Reicher asked can we go back to Creative Signs?

Mr. Flint stated they are still around, they are doing Bonnet Creek signs.

Mr. Reicher stated they certainly know how to do this stuff because they were Luke's employer. Do you want us to go back to Creative and get a corrective bid?

Ms. Shouey stated I'm dealing with Creative now.

On voice vote with all in favor the motion passed.

Mr. Clark stated I will inform them immediately in writing and copy George.

Mr. Reicher stated we can summarize the outstanding work.

**B. Engineer**

There being none, the next item followed.

**C. Manager**

**i. Approval of Check Register**

On MOTION by Mr. Montalvo seconded by Ms. Allen with all in favor the check register was 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 Arbitrage Rebate Calculation Report**

Mr. Flint stated a copy of the rebate calculation report was included in the agenda package and this will be the last one. We are required to do this calculation to make sure the District isn't

earning more interest than it is paying and the report indicates there is a negative rebate requirement.

On MOTION by Ms. Allen seconded by Mr. Montalvo with all in favor the Arbitrage Rebate Calculation Report was accepted.

**iv. Statement of Financial Interests Filing Deadline**

Mr. Flint stated as a courtesy we track the filing of the form 1 statement of financial interests and it looks like John Lambert hasn't filed his yet. The deadline was July 1 but there is a grace period. We will send him an email and remind him.

**NINTH ORDER OF BUSINESS**

**Other Business**

Mr. Montalvo asked where do we stand on Maurice, was it 60 days or 30 days, I can't recall.

Mr. Reicher stated it was a 90-day contract.

Mr. Montalvo asked do we get a report from him?

Ms. Shouey stated we get one every day. I have them all here and I was going to make you a copy.

Mr. Montalvo stated make me a copy of the same thing from the sheriff like we did last month. I would like to get a spreadsheet on him.

Ms. Allen asked do you have a sense of what has been going on?

Ms. Shouey stated he has been writing a lot of tickets.

Ms. Allen asked is it primarily big trucks?

Ms. Shouey stated it was at first and the last three days he got eight trucks so he was down with the trucks for a while and it was more speeding and seatbelts, going through red lights. He logs everything. He is going to court for a lot of tickets written to truck drivers.

Mr. Reicher asked we are not obligated for that time, are we?

Ms. Shouey stated no.

Ms. Allen asked when does the 90 days expire with him?

Ms. Shouey stated he started May 1<sup>st</sup>.

Mr. Flint stated you have another meeting on August 12<sup>th</sup>. There will be a 12-day gap.

Mr. Clark asked do you want to do a 30-day extension so you can meet and evaluate it?

Mr. Flint stated that would avoid any gap.

Mr. Montalvo stated let's do a 30-day extension and in the meantime talk to him about his flexibility.

Mr. Reicher asked now that they have seen what is going on is there a way we can get more general patrols? We are footing this extra bill and to continue this service it is more than \$40,000 year. We are also footing the bill for the Osceola County Sheriff. He is getting results but from a budgeting perspective we need to look at that. Is there someone at the Florida Highway Patrol we can go to and say, doesn't this prove we need more patrolling, why do we have to pay for this outside of our normal tax bills? I'm only stating this from an historic perspective. The reason we had the original patrols, the sheriff's patrols was because we were at the end we were new and there wasn't as much daily service, police, fire or whatever you want to call it. Now, as everybody knows we are not the end we are in the middle, the fastest growing community in Osceola County. The level of services has shifted a little bit and now can we get this increased as part of their ordinary route and routine opposed to having to pay for it because there is a proven need.

Mr. Montalvo stated now we have data to prove that

Mr. Reicher stated that is my point.

Mr. Montalvo asked who do we go to at FHP?

Mr. Reicher stated you probably go to his commander and have a conversation.

Mr. Montalvo stated give me the letter and I will be happy to make the contact. Just like looking at the Sheriff's stuff and I'm gathering the data and there may come a time when I call the sheriff and say we need to sit down and see if this would be cost effective to do what we are doing.

Mr. Reicher stated or should he be doing it as the normal course of business.

Ms. Allen stated I will move to extend the contract another 30 days that will allow us time to make the phone calls and have those conversations and make a decision.

<p>On MOTION by Ms. Allen seconded by Mr. Dawson with all in favor the contract with the Florida Highway Patrol was extended for an additional 30 days.</p>
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Mr. Dawson stated in relation to that we now have a new Osceola County Fire Department building on the other side by Reunion. They obviously know that services are necessary.

Mr. Reicher stated these are things we work on everyday as master developer, we have been working on for 20 years, they are relationship driven, they never happen in a day but you start now and ultimately there comes a day when they realize they have to step up and take responsibility.

Mr. Reicher stated we ended up at the end of the legislative session two pretty significant advancements for this area. We, as the developer, actually had put forward to the county that we would forward fund the interchange. It started as a conversation but as it went through and started to work on our friends at FDOT they realized the need because we presented data and my friends at Channel 13 were very helpful, I think we were on 78 of 100 days we were mentioned. They all realize there is an endless need for roads in the State of Florida. I got us moved up the list and I got us into quick fix money and the net result is for the interchange component of it, there are several people involved, the county and FDOT are going to be doing the diverging diamond that will help considerably, and along the way because we were touching the Federal Highway we opened up a conversation. The diversion diamond within 2 ½ years will be a functioning new interchange, which is pretty quick for road work. Right now the RFP is going to go out for engineers for formal design even though there is considerable design work that has been done and that will be awarded and that design will start. We all know the choke point is not ChampionsGate Boulevard it is I-4 so with the help of my friends at the Turnpike Authority and some people at Federal Highway we have now gotten moved up that list and they will be adding auxiliary lanes from I-4 to 429 in both directions, which is the merging issue that we are facing. They note on the last page of that article it is about a \$25 million funding that we have been given. It has been a 2/12 to 3 year cycle to get it all installed and behind the scenes now we are trying to collapse it into one project, which looks like it is getting a lot of traction but all the study reports are pushing towards it. They are moving it up, they are moving dollars around at this point in time at FDOT, Turnpike and Federal Highway and we are hoping to get that collapsed but the outside is about 2 ½ years that it could be done and it will be a significant improvement. A lot of the issues I have seen will be mitigated by these improvements. It is going to take time to queue up but this is a pretty significant deal and it is over \$30 million of



funding we were able to secure to begin to fix the issue and that is way ahead of the 2040 for the auxiliary lane. We are pleased with the outcome with Turnpike money and Federal Highway money isn't spent until it is spent and it can get stolen away for other projects but right now the FDOT money made it into the work program. We will continue to monitor it because I have done this before and if you don't stay on top of it sometimes your money shrinks or goes away. We know it is a major issue for the development and this is three years of work and I feel it is a giant step forward especially in face of the defeat of the penny sales tax in Osceola County; I'm glad we were on a separate track because we weren't counting on that. They are bringing that back to the 2020 election and ask for those supplemental dollars. By not passing that penny sales tax they shut down hundreds of millions of dollars of worth of road work.

This result is as good or better than what we anticipated, especially with Turnpike and Federal Highway joining in.

Mr. Dawson asked what is the proportional improvement in terms of flow?

Mr. Reicher stated 3 ½ minutes full speed on I-4, which is a lot.

Mr. Dawson asked compared to what currently?

Mr. Reicher stated it is cutting 20% off.

Mr. Montalvo stated I would like to task management to develop a comprehensive plan for landscape replacement.

Mr. Dawson asked are you looking to impact the budget we approved last month?

Mr. Flint stated it is going to come out of capital reserves.

Mr. Reicher stated plants age out too and if you have a 15-year old shrub there is only so much you can do with it. A lot of it just needs to be phased out.

Mr. Montalvo stated that is why I'm talking about a comprehensive landscape replacement plan that we need to put in place.

Mr. Dawson stated I volunteered last time. My biggest complaint was the whole of ChampionsGate Boulevard from 7-11 all the way past Publix all the shrubs were either dead or dying. That has all been taken out now and they have replaced all the stuff from the bank down in front of McDonald's. It is not replaced underneath the big trees but the trees are huge and there is a lot of shade there. They have removed most of everything in front of lots and that has been replaced. The other area that looks pretty ugly is the island area as you come into ChampionsGate, there is a lot of dead in the middle.

Mr. Flint stated that area is going to be torn up in a couple years.

Ms. Shouey stated it is \$3,500 for the main island. It has been run over.

Mr. Flint stated it is in bad shape right now so it is either pull everything out and sod it or pull it out and leave it mulch.

Mr. Montalvo stated we don't mulch any place. Can we get a proposal to do the mulching?

Ms. Shouey stated you have to pull out the dead stuff, plant the new stuff then mulch.

Mr. Flint stated it sounds like a different pallet of plants than what is in there right now.

Ms. Shouey stated it is.

Mr. Montalvo stated get a proposal for mulching because it is unsightly. I had asked Lee to work with you to come up with a comprehensive plan for landscape replacement.

Mr. Flint stated as part of this comprehensive plan you need to look at line of sight issues so that low growing plants need to be located in those areas. If there are any current line of sight issues we need to address those right away. Do we want to ask the Engineer to look at the line of sight issues because there are DOT standards on line of sight.

Mr. Montalvo stated that is an excellent idea; identify the line of sight issues so we can address them sooner than later.

Ms. Shouey stated I'm addressing one already.

Mr. Flint stated let's do that as a motion so it is on the record.

On MOTION by Ms. Allen seconded by Mr. Dawson with all in favor staff was directed to work on a comprehensive landscape development plan working with Mr. Dawson and incorporating line of sight issues identified by the Engineer.

Ms. Shouey stated I have the proposal to do the median between the gate and the interchange.

On MOTION by Mr. Dawson seconded by Mr. Montalvo with all in favor the proposal from Weber to do the landscaping in the median between the gate and the interchange in the amount of \$3,502 was approved.

## **TENTH ORDER OF BUSINESS**

## **Supervisor's Requests**

There being none,

On MOTION by Mr. Montalvo seconded by Mr. Dawson with all in favor the meeting adjourned at 3:43 p.m.

  
Secretary/Assistant Secretary

  
Chairman/Vice Chairman