

MINUTES OF MEETING  
BONNET CREEK RESORT  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bonnet Creek Resort Community Development District was held Friday, July 19, 2019 at 2:00 p.m. at the Wyndham Bonnet Creek Resort, 9560 Via Encinas, Lake Buena Vista, Florida.

Present and constituting a quorum were:

Peter Kacheris	Chairman
Bob Gaul	Vice Chairman
Dan Paris	Secretary by telephone
Ruth Perry	Treasurer
Randall Greene	Assistant Treasurer

Also present were:

George Flint	District Manager
Andrew d'Adesky	District Counsel
John Florio	District Engineer
Clayton Smith	Field Manager

*The following is a summary of the minutes and actions taken at the July 19, 2019 Board of Supervisors meeting and a copy of the proceedings can be obtained by contacting the District Manager.*

**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 June 6, 2019 Meeting**

On MOTION by Mr. Greene seconded by Mr. Gaul with all in favor the minutes of the June 6, 2019 meeting were approved, as presented.

#### **FOURTH ORDER OF BUSINESS**

##### **Discussion of Taxi and Staging Lane Construction Bids**

Mr. Florio stated I handed out a memorandum regarding our taxi and staging lane bid. We had eight contractors pick up plans, we advertised twice in the Sentinel, opened the bids on Tuesday, July 16, 2019 at 2:00 p.m. and received one bid at a total cost of \$719,000. I, my staff and the Design Engineer reviewed the bid and we recommend you reject the bid as being significantly over the estimate and I can't support some of the unit prices.

One option is we reject the bid and try to find contractors more suitable for this size of work and we rebid the project. The second option is combine it with a later project like the grinding and repaving of all of Chelonia Parkway where this becomes the secondary piece of that contract, but it may defer it for quite some time. The other option is we try to find a contractor working on the property and see if we can negotiate a number that is under our existing rules and see if we can get a better price.

Mr. Kacheris stated I think we should look at smaller contractors. I'm not crazy about you combining this and getting it done down the road.

On MOTION by Mr. Gaul seconded by Mr. Kacheris with all in favor the bid was rejected and staff was directed to contact contractors and rebid.

#### **FIFTH ORDER OF BUSINESS**

##### **Ratification of Pump Station Maintenance Agreement with Hoover Pumping Systems**

Mr. Flint stated next is ratification of a maintenance agreement with Hoover that we are required to enter into and I had to execute it. They traditionally have done it for two years and they have reduced it to one year. We are only doing the maintenance agreement on the actual pump station and not the points of connections and that is \$2,590. We didn't have an alternative even though we are looking at replacing this entire system. If this agreement expired then our ability to monitor the pump station would have gone away, the internet service and access to the software to monitor it remotely.

On MOTION by Mr. Kacheris seconded by Ms. Perry with all in favor the Pump Station Maintenance Agreement with Hoover Pumping Systems in the amount of \$2,590.00, was ratified.

## **SIXTH ORDER OF BUSINESS**

### **Discussion of Wyndham Directional Signage Change Request**

Mr. Florio stated Wyndham is changing their logo. We were approached by the contractor retained by the Wyndham to change the name of the property to Club Wyndham. There are three parts to this, the first is two marquee signs at the entries to their property and the other is the sign panels in the wayfinding sign on the parkway. Both signs need to go through permitting in Orange County and both signs need to comply with our recently approved master sign plan and I believe they do. The contractor who has done this was provided copies of the sign plans, etc. They will have to permit this through the County and as it relates to their marquee sign it is up to you as to whether or not you have an objection. The wayfinding signs are a standard brown name sign with an arrow directional, which is as cookie cutter as they get. The Wyndham is asking for your concurrence with the sign so they can go to permitting through the contractor and wanted to make sure you had no objection to these. What is still on the table is how we deal with the entry sign when and if we get it under construction primarily because Wyndham has dropped the "W" logos. The question I raised to the Wyndham group is what do you want to do with the 2 X 2 panels where Waldorf has their "W" or JW has the "JW" logo or whatever and they are evaluating that now. It may be the two words, Club Wyndham.

Mr. Flint stated on the marquee signs I don't think the CDD has any involvement in that. The marquee signs are not CDD signs and they are on private property.

Mr. Florio stated the ones we control are in the median and I wanted you to see both because the "Club" on the Wyndham is offset intentionally, and that is a little bit different than everything else you have in the median.

Ms. Perry asked the sign in the median is it going to be Club Wyndham over each other?

Mr. Flint stated yes.

Ms. Perry stated isn't that awfully small and it won't line up.

Mr. Florio stated there is no logo piece, the words are now the logo, the offset in the Club to the Wyndham is part of the brand ID. The signs that go in the median, they have already been told they are preset signs so you can fit what you can fit on there and that is it.

Mr. Flint stated the fonts are uniform.

Ms. Perry stated the one in the median can't be offset it needs to be Club Wyndham, so it is all lined up.

Mr. Florio stated that is against their brand.

Ms. Perry stated they are all against the brand. It needs to be in a row and if it can't be in a row then it needs to be stacked on top of each other.

Mr. Gaul stated the only thing that I ask is that when we do the big marquee sign and have those panels if we can do it there.

Mr. Kacheris stated we are doing logos there for all of us.

Mr. Gaul stated the directional sign is Club Wyndham same alignment and when we get to the panels it will be Club Wyndham offset the way our logo is.

Mr. Florio stated there are two sets of panels in the master sign, there are panels on the big board and the boxes, the 2 X 2 squares and on the sidewalls it only says Bonnet Creek Resort and each of the property parcels have a 2 X 2 square on the wingwalls. My point is as we sit today each of those 2 X 2 squares include a graphic logo with no words. Your narrative will now add at least words in two of those six panels, Ruth's point is they are going to be so small I'm not sure you will be able to read it, which is why I raised the question to the brand as to what exactly they want for the master sign plan so we can get those designers to take a look at that. We don't have to decide that today.

Mr. d'Adesky stated based on the timing of this and how it is approved, if they want to make this change sooner rather later would you want to approve this subject to them lining that up or let them come back with something.

On MOTION by Mr. Kacheris seconded by Mr. Greene with all in favor the Wyndham Directional Signage Change Request was approved subject to the letters aligning.
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## **SEVENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Mr. d'Adesky stated the Engineer got us this week the legal descriptions and appropriate information for the reconfiguration of the Marriott easement and we are working on that.

Crosby Island access, right now our easement for our property is being reviewed by the Forestry Service, we had submitted comments to it, concerns regarding liability and that is all being reviewed by the forestry service and the portion of the Crosby Island trail that has been opened is on County property, not our property.

Mr. Flint stated there was an announcement from the County about the big grand opening of the Crosby Island Recreation.

Mr. Florio stated the topic Andrew was talking about was our position with the State and National Forest Service as it relates to putting a trail around Crosby Island Marsh. It has nothing to do with our situation with Lennar.

Mr. d'Adesky stated they are still undergoing a survey right now and that took more than 30 days to start.

Mr. Florio stated the proposed path for the trail from the trail service runs through the subdivision to our north and leaves a publicly dedicated right of way to go through the 20 feet that the District was supposed to get that will still be retained by Lennar and likely be in the way of being able to consummate this deal if we don't close that loop.

## **B. Engineer**

Mr. Florio stated signage, we have a meeting on the 23<sup>rd</sup> of July with the attorneys and Kate from Reedy Creek to hopefully finalize our agreement and figure out how long it will take them to get us our check.

Mr. Kacheris asked when you say finalize, what does that mean?

Mr. d'Adesky stated we don't know what that means. They haven't sent us comments, any insinuation as to what we are going to discuss.

Mr. Florio stated they said they thought it would be better if we sit down and try to hash it out instead of forwarding drafts back and forth.

Mr. d'Adesky stated it seems to imply there is more than one thing they want to discuss.

Mr. Florio stated the JW Marriott easements are all complete, all sketches and legal descriptions have been completed and legal is working on documentation to vacate the portion and accept the new portion. We are also working on the irrigation metering; we found a work around until we build the ultimate station to get them water and we are working through that now.

Mr. Florio stated Waldorf and Hilton, their project is still in discussion. There is nothing permanent being requested yet.

Mr. Florio stated I had a very good meeting with the Manager of the Waldorf, the managing partner of the Waldorf and the Golf Course Manager, very helpful and accommodating and we landed on a location for the proposed irrigation pump station, which is by the maintenance yard for the existing golf course. The backdrop on this story is our existing pump station is located much further south in an easement granted to the District at the time it was originally constructed with a linear easement through the entire golf course to get out to the boulevard. The intent is, we will be given permission to construct the new station in its new location including all its improvements and effectively vacate our existing easement, take the old station out of their way and get grants of a new easement for the new station. This plan is one of the higher of the two so I'm not suggesting that we change the budget of \$1.2 million yet, that you approved last time but this sketch and the approval of the landowner will now allow us to get final scopes of services and budgets for survey and design and a better estimate on construction, etc. We are going to move forward with this site unless someone has an objection to it. We are going to refine the bids and numbers and try to put together a package so we can start taking bids for it. The benefits are it is accessible off the cart path entrance, it has power close by, and we have a way to buffer it.

Mr. Kacheris stated when this gets finalized I need to go to my owners because I'm not authorized to sign easements.

Mr. Florio stated Reese is reviewing the design now, the exact location of the site. We are going to sketch it and I will do a box diagram for you that shows existing and proposed and let you start floating that.

Mr. Kacheris stated the people I report to don't care; if I like it they like it. It is just the legal stuff.

Mr. Paris stated I highly suggest that Jan or Andrew draft the easement on behalf of the CDD because we have been doing this for some time now and it might simplify what Washington, D.C. lawyers might do.

Mr. Kacheris stated I will remind them that we need the cooperation of the CDD for the construction lane, which will be forthcoming right after we do this easement.

**C. Manager**

**i. Consideration of Check Register**

On MOTION by Mr. Kacheris seconded by Mr. Greene 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. Statement of Financial Interests Filing Reminder**

Mr. Flint stated this is just a friendly reminder on the form 1, we do have one Board Member who hasn't filed yet. We like to remind Board Members to make sure they file their financial disclosure form by July 1. There is a grace period but it is at a point you will start to get fined \$25 a day by the state. You can do it by email now rather than having to hand deliver it.

**iv. Field Manager's Report**

Mr. Smith gave an overview of the Field Manager's report, copy of which was included in the agenda package.

On MOTION by Mr. Kacheris seconded by Mr. Greene with all in favor the two proposals with Berry Construction for Wall and Fence Repairs along Chelonia Parkway, were approved.

**EIGHTH ORDER OF BUSINESS**

**Supervisor's Requests**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS**

**Other Business**

There being none,

On MOTION by Mr. Kacheris seconded by Mr. Greene with all in favor the meeting adjourned at 2:52 p.m.

July 19, 2019

Bonnet Creek Resort CDD

  
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Secretary/Assistant Secretary  
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Chairman/Vice Chairman