

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 Thursday, June 4, 2020 at 2:00 p.m. via Zoom Video Conferencing, pursuant to Executive Orders 20-52, 20-69 and 20-91 (as extended by Executive Order 20-112) issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 1, 2020, and April 29, 2020 respectively, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*.

Present and constituting a quorum were:

Bob Gaul	Chairman
Randall Greene	Vice Chairman
Glen Winsor	Secretary

Also present were:

George Flint	District Manager
Jan Carpenter	District Counsel
Jim Nugent	District Engineer
Clayton Smith	Field Manager
Fred Sawyers	Waldorf Astoria Managing Director

*The following is a summary of the minutes and actions taken at the June 4, 2020 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 March 5,  
2020 Meeting**

On MOTION by Mr. Greene seconded by Mr. Windsor with all in favor the minutes of the March 5, 2020 meeting were approved as presented.

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

#### **Consideration of Resolution 2020-05 Approving the Proposed Fiscal Year 2021 Budget and Setting a Public Hearing**

Mr. Flint stated Resolution 2020-05 approves a proposed budget for Fiscal Year 2021 and sets a public hearing date for September 3, 2020 at 2:00 p.m. at the Wyndham. Attached to the resolution is the proposed budget as exhibit A. This is not binding on the Board it is a preliminary budget that are you are required to approve by June 15<sup>th</sup>, the final budget will be adopted in September. It contemplates that the debt assessments would remain the same and does not include proposed increase in the per unit assessments. The administrative expenses are slightly lower than the current year. The maintenance expenses are consistent with the current year's adopted budget. We have been able to increase our transfer out to our capital reserve as a result of the estimated net revenue of \$91,000 this year. That carries forward into next year and that is the difference between the current year amount of \$157,000 and the proposed amount for next year of \$275,000. The capital reserve fund is on page 12 and in the current year we are projecting that we will use all the money in the capital reserve as a result of the pump station project. Going into next year we would have the amount being transferred into the general fund next year. We are still working on the current year expenditure estimates but for purposes of this initial proposed budget we have shown that we are using the balance of the capital reserve on the pump station project.

Mr. Gaul asked for April and May for complete closures of this area, were there areas we took a discount on or got a credit? Did we do everything as if it were open or did the management on our behalf look at cutting back some of the areas such as landscaping?

Mr. Flint stated we didn't modify the landscape contract or scaled back the scope.

Mr. Greene stated going forward should we be looking at some of the contracts in light of our financial situation? Is there an opportunity going forward to do any renegotiations?

Mr. Flint stated most of your costs are capital costs in this project with the pump station replacement, the staging lane, the entry sign. As far as operational costs you have the landscape maintenance contract, which is the single biggest contract. We have bid that out in the past and it has been a while since that has been bid. That would be an opportunity. Other than that most of it

is utilities, my contract, District Counsel and District Engineer but other than those three, you have some environmental consulting expenses but those are with BDA, which has been involved in the project since the very beginning. The expenses are not significant and their institutional knowledge would outweigh any potential savings.

Mr. Gaul asked when is Yellowstone's contract up?

Mr. Flint stated it normally coincides with the fiscal year.

Mr. Greene asked what does everybody else think about renegotiating that contract? I think it is important that all of our partners sort of share in this and look at pricing.

Ms. Carpenter stated since we have to bid the only downside is if we get higher costs coming in. I haven't seen any bids come in lately that have been significantly lower. Have you rebid any of yours?

Mr. Flint stated in the last three months we bid out two landscape contracts, each of them had five or six responses and the pricing has come in about the same or more. I haven't seen savings but sometimes you don't know until you do it. Our District management portion is on the low end compared to most of the contracts.

On MOTION by Mr. Greene seconded by Mr. Gaul with all in favor Resolution 2020-05 approving the proposed budget and setting a public hearing for September 3, 2020 at the Wyndham Bonnet Creek Resort, 9560 Via Encinas, Orlando, Florida 32830 was approved.

On MOTION by Mr. Gaul seconded by Mr. Greene with all in favor staff was directed to prepare and issue an RFP for landscape maintenance.

Mr. Flint stated if everyone is happy with the scope we have for Yellowstone we will use that as the basis going forward.

Mr. Greene asked do you have any thoughts on the scope?

Mr. Smith stated their scope includes a lot, their scope includes mulch application, all the irrigation repairs are included as well. Their scope is basically all-inclusive. There are potential items we could pull out. We could pull out the irrigation to make it that they bill on a per repair basis. We could pull out mulch and do that separately. They do a lot so they cover all those things.

Mr. Flint stated I personally like to have the mulch and annuals in the contract. The irrigation repairs, when you are asking a contractor to include that in a bid with all the unknowns the likelihood is they are going to overbid because they don't know what their exposure is.

Mr. Winsor asked what is the cost per yard that Yellowstone is charging for the mulch?

Mr. Smith stated I would have to go through the contract, but that price has held for a long time.

Mr. Flint stated on the price form we will have them break out their per acre cost.

Mr. Winsor stated that is a negotiating area. When we were negotiating with them we found cheaper pricing for premium mulch and we made that as part of the contract that they had to use that provider at that rate because they were charging us with a \$10 per yard spread for the mulch and we got it down to \$33 a yard for the premium.

## **FIFTH ORDER OF BUSINESS**

### **Consideration of Proposals for Modifications to Internal Directional Signage**

Mr. Flint stated this is related to the JW Marriott. The CDD paid for the internal directional signage that goes all the way down Chelonia so it only makes sense that the CDD would bear the cost for additional directional signage for the JW Marriot. Clayton has worked with Creative Sign Design and this is the company that would put in the internal directional signage.

Mr. Smith stated it is for an actual new sign at the end before you approach the Marriott right past the sign for the Waldorf and Hilton. This was brought before the Board before, but it was really tall and looked kind of wonky and I had them redesign it, shorten it and make a little more sense out of it. It includes two slots because there are two parcels at the end and the top one would say JW Marriott with an arrow that would match the other signage then an empty slot for the other thing. This is for the sign, pulling the permit and installation. We have done the locates, staked it out so it is ready to go if the Board wants to move forward with it. The last proposal is to do the electrical because we have to run the electrical to it. The contractor has reached out to Duke and they are going to run the electrical off the streetlights, which we already pay for.

Mr. Gaul stated the second part of the sign that is blank is the second Wyndham property that will or won't. Are still planning to put a blank board there or is it just going to come when we say we are breaking ground?

Mr. Smith stated it will look like the signs that are here already that have a blank spot. Both of the boxes will be there.

On MOTION by Mr. Gaul seconded by Mr. Winsor with all in favor the proposal for modifications to internal directional signage from Creative Sign Designs in the amount of \$12,950.00 was approved and the proposal from Heritage Service Solutions in the amount of \$1,845 for the electrical was approved.

## **SIXTH ORDER OF BUSINESS**

### **Ratification of Settlement Agreement with RCID for Entry Monumentation**

Ms. Carpenter stated we did finally get an agreement and have RCID agree to the settlement to pay for the new sign in exchange for a sliver of road in the entryway for their future construction and widening of the road, which at this point is not in any plans they have going forward. They approved it and we are in the process of getting the documents signed, which is a long process with RCID. We are sending over to Bob the documents to be signed on behalf of the CDD and then we will compile them all and get them recorded and have it completed. We don't have a date yet, we are hoping sometime mid-month so we can get it resolved, get the money and get started.

Mr. Gaul stated I just noticed it still says Bonnet Creek Resort not plural and I want to make sure with John moving on he knew our wishes to have Bonnet Creek Resorts. It makes it look like we have one resort there rather than a collection.

Mr. Nugent stated I'm making a note for Canin.

Mr. Greene asked what do you think the approximate outside timeline might be?

Ms. Carpenter stated I think as soon as we get the funds we should be prepared to go forward. Jim, we have the cost proposals, what else do you still need to do?

Mr. Nugent stated May 7<sup>th</sup> I spoke with the sign company, Jim Weatherall of Don Bell Signs who was the contractor selected to do the signage work and he confirmed they are still interested in it. I sent him the current plans from Canin that had the revised locations for him to review his pricing, but it would take several weeks for him to get with his subcontractors and review the pricing and get back with me. One item to keep in mind regarding starting on this is we were successful in having the review period for the current plans extended until July 5<sup>th</sup>, which were approved but never picked up by the contractor or the permit issued. If we don't

have something going forward, the contractor on board to pull the permit then we will have to go back through the review process with Orange County for a new building permit.

Ms. Carpenter stated we will try our best to get this thing signed and get the funding in place or at least in line to be in place to get the contract signed by then.

Mr. Nugent stated I would keep everybody informed and ask for Board direction but my thought on the permit is since we have an approved set of plans if we can come to an agreement with the contractor who has already signed the agreement it has just never been returned to him would be to bring him on board, get him finally signed up, pull the permit on the sign plans in their current condition so that we have the permit actually issued at which time then proceed with doing a revision to those plans that the county has already approved to bring in the revised location, particularly on the eastern wall sign.

Ms. Carpenter stated I'm all for that as long as we don't deliver the contract to them before we actually have the money from Reedy Creek. Perhaps if we get close and we don't have it we can give them a work order or pay for a portion of the work to at least get the permits picked up. We can talk about that offline if we run into that kind of a problem. We sent that out to Bob via Fed Ex and it should arrive tomorrow and we set everything up to not need any attestations given the situation with getting people in the same room. Reedy Creek asked for a minor change on the signature page and hopefully, they are in the process of getting it done. We will keep everyone posted.

Mr. Greene stated the settlement doesn't get recorded. Correct?

Ms. Carpenter stated the settlement doesn't get recorded just the deeds and easements. The construction easements the District has to give them when they widen the road will be held in abeyance until that time happens.

Mr. Greene stated assuming the money comes in and we go forward with construction then we will still need to go through Reedy Creek for the right of way use permit to be able to do the landscaping on the east side of the east wall sign since that is working in their easement.

Ms. Carpenter stated yes.

Mr. Greene stated if you can send us a copy of that executed agreement so when we go to Reedy Creek it may help grease the wheels to get through.

Ms. Carpenter stated okay, we will get that to you as soon as we get them back signed by everybody.

Mr. Flint stated we were hoping to have that for you to ratify but we don't have the final signed agreement. You have already approved the agreement delegating authority we were just going to put the final signed version of it on the agenda, but we will do that next time.

## **SEVENTH ORDER OF BUSINESS**

### **Review and Acceptance of Fiscal Year 2019 Audit Report**

Mr. Flint gave an overview of the Fiscal Year 2019 audit report, which is considered to be a clean audit with no current or prior year findings or recommendation.

On MOTION by Mr. Gaul seconded by Mr. Greene with all in favor the Fiscal Year 2019 audit was accepted and staff authorized to transmit the final report to the State of Florida.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Ms. Carpenter stated the only thing we are working on is trying to get the easement on the irrigation. I did hear back from their Counsel this morning she has a question and I will try to get with her this afternoon to get that wrapped up.

#### **B. Engineer**

##### **i. Update on Entry Monumentation Construction**

##### **ii. Update on Irrigation Pump Station Replacement**

Mr. Nugent stated there is one other easement item I wanted to bring up and we discussed it at the last meeting. It fell off the radar with Covid-19, but I'm back in touch with Kimley Horn and ASM about the legal description for the access easement that needs to accompany the revised drainage easements on the JW Marriott property. I copied Mr. Greene on those emails yesterday. Once that legal description comes in, routed to our survey department we will make sure everything closes and all the numbers and distances work at which time we would proffer that to Orange County in response to their comments on the modified easement descriptions we already put for them to review.

On the pump station we assembled the plan sets with the other consultants and sent those out to the contractors for preliminary pricing on May 11<sup>th</sup>, they said it would take several weeks

so probably tomorrow I will send an email to a couple of those folks and see where they are and when we can have some preliminary numbers.

Mr. Winsor stated Reese has noticed that the irrigation pond is collecting a little more algae than normal. Has that been reported to Clayton?

Mr. Smith stated yet it has and we have been working on it. Today it looks significantly better than it did two weeks ago.

Mr. Flint stated we approved an agreement for additional testing beyond what we would normally do. It is reclaimed water from the county and is higher in nutrients than a stormwater pond.

Mr. Nugent stated one item related to the Hilton and Waldorf expansion construction, we did receive a revised maintenance of traffic plan for Chelonia Parkway that addressed all the comments we had proffered and also had been discussed in the last Board meeting. It is essentially in approvable form. I told the Park Hotel folks and the contractor that I would let you know we have no exceptions on what they put together. It is signed and sealed and it covers all the comments. When construction restarts on the Hilton at that time we would probably send a copy to Orange County so they are aware of it as we did on the staging lane work.

**C. Manager**

**i. Consideration of Check Register**

On MOTION by Mr. Greene seconded by Mr. Winsor 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 Number of Registered Voters - 0**

Mr. Flint stated we are required to announce the number of registered voters within the District each year.



**iv. Designation of November 4, 2020 as Landowners' Meeting Date**

Mr. Flint stated Bob's, Ruth's and Randall's seats are up in November and you will need to set a landowner election date to deal with those three seats. The instructions, sample agenda and landowner proxy are in the agenda package.

On MOTION by Mr. Gaul seconded by Mr. Winsor with all in favor November 4, 2020 was designated as the Landowners' meeting date.

**v. Field Manager's Report**

Mr. Smith gave an overview of the field manager's report, a copy of which was included in the agenda package.

**NINTH ORDER OF BUSINESS**

**Supervisor's Requests**

There being none, the next item followed.


**TENTH ORDER OF BUSINESS**

**Other Business**

There being none,

On MOTION by Mr. Gaul seconded by Mr. Winsor with all in favor the meeting adjourned at 2:46 p.m.

  
Secretary/Assistant Secretary

  
Chairman/Vice Chairman