

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, April 1, 2021 at 2:00 p.m. at the Hilton Bonnet Creek, 14100 Bonnet Creek Resort Lane, Orlando, Florida/

Present and constituting a quorum were:

Bob Gaul	Chairman
Randall Greene	Vice Chairman by telephone
Fred Sawyers	Secretary
Herb Von Kluge	Assistant Secretary

Also Present were:

George Flint	District Manager
Kristen Trucco	District Counsel
Jim Nugent	District Engineer
Clayton Smith	Field Manager

The following is a summary of the discussions and actions taken at the April 1, 2021 meeting. An audio 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 February 4, 2021 and February 17, 2021 Meetings

On MOTION by Mr. Sawyers seconded by Mr. Von Kluge with all in favor the minutes of the February 4, 2021 and February 17, 2021 meetings were approved as presented.

FOURTH ORDER OF BUSINESS

Consideration of Pay Application No. 4 with ProPump & Controls, Inc. for Irrigation Pump Station

On MOTION by Mr. Gaul seconded by Mr. Sawyers with all in favor pay application no. 4 with ProPump & Controls, Inc. in the amount of \$34,840.52 was approved.

FIFTH ORDER OF BUSINESS

Discussion of Insurance/Bonding Related to Hilton Expansion Construction

Mr. Flint stated based on information from Hilton/Waldorf it appears the Hilton expansion construction is going to recommence and one of the items we were working through before the progress stopped was some sort of protection for the CDD as an easement holder on that pond for stormwater and also protection against any offsite impacts that may result from activities that are occurring on the pond.

Ms. Trucco stated I passed out to the Board a draft compliance and indemnification agreement. We would be looking for that agreement to be between the District as the easement holder over pond 7 and Whiting-Turner, the contractor for Hilton, to protect the District in the event that we are held liable as the owner and responsible party for maintaining the pond. It is between the District and Whiting-Turner as the contractor and we will also need that to be between the owner and the contractor, Whiting-turner. The owner of pond 7 is GBH Golf Course LLC who my understanding is owned by Park Hotels and Resort and we will need some clarification from Whiting-Turner who they entered the contract with; this contract would just be between the contractor and GBH Golf Course LLC.

I want to highlight an important provision that we would want in this type of agreement to protect the District so we have an insurance provision and we will be asking that we be added as an additional insured on the policy. We also have an indemnification provision, a temporary construction easement for District personnel, a provision for compliance with the permits, payment and performance bond or letter of credit and joinder and consent between the contractor holder and the owner of the property to protect the District.

Mr. Flint stated we started out requiring a bond and because of the contract amount of the work the cost of the bond is very expensive, so Hilton and Park came back to the CDD and asked

if there was an alternative to that. I think Jan got comfortable with the insurance and indemnification provisions, but you may want to check on that. I think we had moved away from that concept.

Mr. Gaul stated we mentioned water testing last time we talked about it. Are we going to test water sites like where the water could go to, in case there is any type of chemical that would get into the water supply?

Mr. Nugent stated initially they were considering a different type of foundation, but I understand they have gone back to the original foundation and turbidity is less likely to occur.

Mr. Flint asked can we require in this agreement that the construction contract has testing protocols satisfactory to the District Engineer? When they drive those pilings there is going to be turbidity and the permitting process would handle what measures they need to put in place to deal with that, I'm assuming.

Mr. Nugent stated right, they will have to implement a stormwater pollution prevention plan that includes all the necessary monitoring and reporting.

Ms. Trucco stated you can approve it in substantial form, and we can provide it to Park Hotels and Resorts for their comments on the agreement.

On MOTION by Mr. Gaul seconded by Mr. Von Kluge with three in favor and Mr. Sawyers abstaining due to a conflict of interest the compliance and indemnification agreement with Whiting-Turner was approved in substantial form.

SIXTH ORDER OF BUSINESS

Review and Acceptance of Fiscal year 2020 Audit Report

Mr. Flint gave an overview of the Fiscal Year 2020 audit that had no current year or prior year findings or recommendations and considered to be a clean audit.

On MOTION by Mr. Gaul seconded by Mr. Von Kluge with all in favor the Fiscal Year 2020 audit was accepted, and staff was authorized to transmit the final report to the State of Florida.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer**Update on Entry Monumentation Construction**

Mr. Nugent stated demolition of the old signs is complete, temporary signage is in permitting now with Orange County. Because the signs going in, are effectively an interim condition for Buena Vista Drive, the current drainage facilities in place that collect runoff from the entrance road need to remain in place until such time as we create and build the ultimate condition on Buena Vista Drive. We have been working with the contractor to come up with revised ultimate grading that allows the signs to be not adversely affected but maintain the water quality and treatment of those two small ponds. I will work up alternate grading plans that preserve almost the same amount of storage in place, but I need feedback from Greg Witherspoon and Canin on the finished grading elevations around the signs. The contractor is going to have their geotechnical firm come out to do the borings for the signs starting Monday and it may take two weeks to get their report. During demolition of the sign on the west entrance, the inbound side, it became apparent that there is a power line leading into us that ties into Buena Vista Drive that has the potential to impact the location of the replacement sign. We don't know the history of the installation of the line, the contractor didn't get any positive response from Duke or Reedy Creek as to whose electric line it was, but it is going to be in the way and we may have to adjust the sign location slightly by shifting it to avoid the electric line. The contractor hit the line and called Duke and Duke came out and tried to figure out what it was. Maybe there is conduit but evidently it did not have 36" of cover on it. The contractor said it was 17-19 inches of cover.

Mr. Flint asked is there an easement there for that?

Mr. Nugent stated no, but it appears to be inside the Chelonia Parkway right-of-way where they may not need an easement. I looked at the record drawings for the construction of Chelonia Parkway, but the plans are old and not clear. There are lines shown behind the sign but not under the sign. I will try to get some information from Duke.

Mr. Gaul stated make sure he understands that we are going to need to move the sign a little bit on the west side.

Mr. Nugent stated the discussion was to shift the sign 15-20 feet closer to Buena Vista Drive.

Mr. Gaul stated I think the stormwater structure will play a part in that as well.

Mr. Nugent stated it may, right now based on the grading I have been able to work off on the east side we can probably accommodate about all the storage they are supposed to have on that side so the structure would remain in place but effectively be a minimal dimple in the ground behind the sign and hopefully, have no adverse effect on it. That is an item I need to confirm with Greg.

Mr. Gaul stated the sign may move but make sure it is equally as visible from the intended audience that was supposed to see that sign will be able to see it perhaps a little bit better because it won't be behind the large sign.

Update on Irrigation Pump Station Replacement

Mr. Nugent stated we had a walk-through last week with the contractor, which is the final walk-through until he gets all the punch list items addressed. There were some minor corrections that they are working through. Two of the new pumps in the pump station were exhibiting vibration, Watertronics replaced those two pumps at no cost to the District. It is fully functional and in operation. Jim Boyd has been working with both Watertronics and Clayton on doing the installs.

Chelonia Parkway Seepage

Mr. Nugent stated we received the geotechnical report from Terracon for the seepage in the roadway and based on their field investigation there is some mounding going on in the median, in the groundwater table. They contributed it to two potential causes, it may be from over irrigation in the median or it could be from leakage of the reclaimed main. His recommendation was to get back with Orange County, share the information with them and ask them to come out and do a leak check. I was out there on Monday and there was definitely seepage coming through the roadway.

Mr. Flint stated they said they had a leak detection company out here and they didn't find anything. You are saying the Geotech report was inconclusive?

Mr. Nugent responded they narrowed it down to those two items, also they encountered some gravel behind the back of curb at two of the boring locations.

Mr. Flint asked has our irrigation frequency changed at all?

Mr. Smith stated no, but from observation that portion of the median does hold a lot of water. Sometimes we have to shut that portion of the median off to keep it from getting swampy.

It is usually a little further down where the seepage is but if it is holding water there, maybe it is all the way back over there.

Mr. Nugent stated let's work together and see if we can get someone to come out again and tell them we have the geotechnical evaluation done and that is one of the potential causes and we have monitored the irrigation system and we don't believe that to be what is generating the seepage.

Mr. Gaul asked is it possible to get a copy of the report? To me the report just verifies that they did their job since they have already been out here once.

Mr. Smith stated he has been out here a couple times; he has called me when he has been onsite and I have had the landscapers report to me and at one point they were digging holes near the curb. You can see they have come out and done their locates, spray painted lines all over the road in the area. I know they have at least done that. They didn't tell me they did the leak detector, but they said they were going to do it in the middle of the night. We can ask for their reports or anything else they will give us.

Mr. Gaul stated I would like to find out exactly what it is and move on.

Mr. Flint stated we will take the report, contact the county and ask them to reconsider because they basically said we had a leak detection company out there, they didn't find anything.

Mr. Smith stated they took the position that they won't do anything unless it was more of a big issue.

Mr. Flint stated the whole purpose of doing that report is to be able to provide it to our consultant and if they have a leak detection company to come out, we will ask for a copy of the report.

C. Manager

i. Consideration of Check Register

On MOTION by Mr. Gaul seconded by Mr. Sawyers 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. Field Manager's Report

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

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. Gaul seconded by Mr. Sawyers with all in favor the meeting adjourned at 3:00 p.m.


Secretary/Assistant Secretary


Chairman/Vice Chairman