

MINUTES OF MEETING  
ARLINGTON RIDGE  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Arlington Ridge Community Development District was held on Thursday, December 17, 2020 at 2:00 p.m., at Fairfax Hall, 4475 Arlington Ridge Boulevard, Leesburg, Florida.

Present and constituting a quorum were:

Terry Snell	Chairman
Roy Craddock	Vice Chairman
Bill Bishop	Assistant Secretary
Claire Murphy	Assistant Secretary
Jim Piersall	Assistant Secretary

Also present were:

Tricia Adams	District Manager
Jasmine Angeles	GMS
Lindsay Whelan	District Counsel by phone
Alan Scheerer	Field Manager
Emily Roslin-Grimes	Community Director
Kelly St. Cyr	Activities Director
Chris Semko	Floralawn
Dan Zimmer	Indigo Golf Partners
Justin Fox	Indigo Golf Partners
Art Erickson	FLC by phone
Jacob Bloodworth	Floralawn
Residents	

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Adams called the meeting to order at 2:03 p.m. and called the roll. All Supervisors were present.

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance**

The Pledge of Allegiance was recited.

- **Chairman's Comments**

Mr. Snell: I have a couple of comments. Emily and I talked and there are a few items on the agenda that we are probably going to defer to the next meeting. One is that the minutes are not ready yet. The Capital Projects List, we are going to defer because they are still looking at options and gathering costs and other information. I would like to defer the Pavement Management Report because it is a very long and I want more time to review it, so we can have a better discussion. We may postpone consideration of the memorial benches most likely to get prices for new benches to see if the price can be adjusted. We will try to keep this meeting as short as we can so people have time to go home and get ready for the wine event.

Mr. Murphy: Mr. Chairman, before we start, a couple of questions or comments were raised at the last meeting. One was that GMS was making decisions solely based on their own decision making process without input from Board Members. Also, somebody asked who owns the golf course. I would like to make a few comments based on those two issues if I can.

Mr. Snell: You certainly may.

Ms. Murphy: I am going to read this so I can stay on point. GMS is the District management company that the CDD hired years ago. The GMS management team does everything in their power to keep us on the straight and narrow and they coordinate with Legal Counsel when necessary in legal matters pertaining to the CDD operations. In my experience, the GMS management team does not make policy decisions pertaining to the amenities without first discussing the issue with the appropriate Board Member. Since I have been on the Board, decisions related to activities are made at joint meetings with myself, Emily and Kelly. I'm relatively sure that significant issues relative to the building and lawn care, are also discussed with the appropriate Board Members before final decisions are made. The District management and amenity management teams work hard on our behalf and they serve at the pleasure of the Board. A little over a year ago, the CDD purchased the golf course and assessed each lot owner a bond payment that could either be paid in a lump sum of \$1,687 per unit or annual payments of \$146 per unit as part of the tax bill for 17 years. This bond assessment was used to purchase the golf course property from FLC. The CDD is the current owner of the golf course amenity building and the infrastructure in our community. At the time of the purchase, the CDD contracted with Billy Casper Golf (BCG), now Indigo Golf Partners (Indigo Golf) to manage the golf and food and beverage operations. Under the contract Indigo Golf has the authority to manage both areas including setting golf rates, prices in the grille, creating menus as well as staffing both areas. The CDD appointed a liaison to

work closely with Justin and Frank. The liaison may bring resident issues and suggestions to their attention for consideration; however, Indigo Golf has the final say as long as they adhere to the terms of the contract with the CDD. We all want Indigo Golf to be successful on the golf side and the food and beverage side. They are putting more emphasis on golf tournaments and special events held in the grille and hopefully at Fairfax Hall in the future. If Indigo Golf is not successful, each homeowner in the community will face an increase in the financial assessment, in the form of increased CDD operations and maintenance fees in the future. Our goal is to give Indigo Golf appropriate oversight and the tools they need to be successful so that everyone will be successful in the long run. Thank you.

Mr. Snell: I agree with everything you said except for one. GMS doesn't make any policies. The Board sets the policy. GMS follows that policy and makes day-to-day decisions on how to keep the amenities running. Claire, you stole my thunder for my article in the January *Ridgeline*. I wrote a series of articles about the CDD and the statute. Lindsay, correct me if I'm wrong, but just like the roads, part of the golf course and all of the buildings are held in trust by the CDD.

Ms. Whelan: Do you mean the funding for them?

Mr. Snell: The information that you gave us on the roads and how they are going into a public trust. It is my understanding that the golf course and the other amenities, fall under that same public trust.

Ms. Whelan: Yes. You're right. It's called a public trust doctrine, which generally provides the facilities that are owned by Government entities, including the District, which has to be open to the public. So yes, the District's amenity facility, golf course and roadways all fall within that doctrine.

Mr. Snell: So, the article that I wrote for the December *Ridgeline*, confirms all of the amenities are similar to the roads. Are there any other comments by the Supervisors?

Mr. Piersall: I have a comment. At the last meeting, I stated how the Leesburg Police Department (PD) was infrequently coming through on patrols. I reached out to the new City Councilman and I'm happy to report that from November 1<sup>st</sup> to November 15<sup>th</sup>, there were 12 visits from the Leesburg PD through the front gate. After I contacted the City Councilman, from November 16<sup>th</sup> through November 30<sup>th</sup>, there were 26 visits. They more than doubled, which they said that they would do. So at least we are seeing the City of Leesburg PD in here unannounced just doing routine patrols. I would also like to say is that I was happy to see on December 7<sup>th</sup> flags

lined up in the middle of the road. If there is anybody in here from the Veterans Committee, I would like for you to stand so we can give you a round of applause. Thank you for doing what you do.

Mr. Snell: I appreciate the patience from the audience in allowing the Supervisors to state a couple of comments before we start. I have one more. I know that it was on Facebook yesterday that enforcement was in here and a patrolman stopped a woman at the stop sign by the parking lot. I don't know if he gave her a ticket, but he handed her a piece of paper. The traffic laws are supposed to be obeyed by cars, golf carts and bicycles. All bicycles are supposed to stop at stop signs. I nearly hit somebody before because they weren't obeying them. I saw a State Trooper give a bicyclist a traffic ticket.

### **THIRD ORDER OF BUSINESS**

### **Public Comment Period**

Mr. Snell: Are there any audience comments?

Ms. Adams: For the record, please state your name and address.

Ms. Joann Lasko (Lot 503): In the interest of taking time with you today, I was going to wait until the next meeting to bring this up, but then Claire started talking about Indigo Golf, which is the new name of BCG. I usually talk about the pickleball courts, but this month I decided to take a step back and take a look at the bigger picture. We have a history of our restaurant losing money and the situation is definitely improving. We have a very competent chef, a great wait staff and good management. Most of you know that our caterer is successful. I've been very successful running my little group called, "*Friday Follies*" and I have been working very closely with the restaurant, putting together dinners and events and things of that nature that bring our community together as well as incorporate the restaurant and bring sales to the restaurant. So, I got to thinking about this and because it has been so successful, we had such a hard time dealing with this COVID that most people seem to be very comfortable in smaller groups. They are willing to come out and participate if you have a small group. My idea would be for this Board to perhaps have some type of a Social Activities Committee, which would be somewhere in between the layers of government below the Board and maybe below the administration; however, it would work. It would be a group of residents that could work and interact with the restaurant, come up with things that we like to do that we feel comfortable doing in a small group environment. Maybe we need 10 different residents booking the restaurant every single hour of every single day, because anything we tried

so far has really not taken us beyond where we need to be. This group over there is fantastic. They will help us with anything that we want to do.

Ms. Adams: Joann, excuse me for one moment. Mr. Chairman, the Board has adopted a policy limiting public comments to three minutes. You have the ability to extend that time.

Mr. Snell: Let's give her a couple of more minutes.

Ms. Lasko: I'm pretty much done, but I would like for you to consider that because no one knows better what we want than the residents. If I hadn't been successful with running this group, I would be encouraging us to follow other groups of this nature. Thank you.

Mr. Snell: Are there any other audience comments?

Mr. Bishop: If a few of our residents want to get together and provide input, I suggest that we let them do so.

Mr. Snell: First of all, I don't think that this Board or any other Board is restricting residents from providing suggestions. If they want to do that, it's kind of up to the residents on how they deal with that as long as we don't have a Board Member because it can't be an official committee without advertising at a workshop. If you meet once a month for 10 months, that's \$2,500 of advertising. I think right now Justin is playing golf somewhere and hopefully will be calling in soon. Dan is here and we had some conversation about it. They are open to suggestions, but an official committee isn't practical. We certainly can't have a committee going out and soliciting entertainment and signing contracts because only the Board and GMS can do that. I personally have no objection. I don't think any other Board Member has any objection to groups of residents getting together and discussing ideas. I believe Justin and Frank would welcome your suggestions and successfully implement the ones you just said.

Ms. Lasko: Yes. They have.

Mr. Snell: So, by all means, give them your suggestions, but a formal committee just isn't practical.

Ms. Lasko: Okay.

Mr. Snell: Do we have any callers that have any comments? Hearing none,

**FOURTH ORDER OF BUSINESS**

**Business Administration**

**A. Approval of Minutes of November 19, 2020 Meeting**

This item was deferred.

**B. Approval of Check Register**

Ms. Adams: Included in your agenda package is the Check Register from November 1 through November 30, 2020 in the total amount of \$113,578.79. Detail is included behind the Check Register. This item requires Board action. So, we are ready for discussion if any. If not, staff would be seeking a motion to approve.

Mr. Bishop MOVED to approve the November 1 through November 30, 2020 Check Register in the amount of \$113,578.79 and Mr. Craddock seconded the motion.

Ms. Adams: Is there any discussion from the Board? Hearing none,

On VOICE VOTE with all in favor the November 1<sup>st</sup> through November 30, 2020 Check Register in the amount of \$113,578.79 was approved.

**C. Balance Sheet and Income Statement**

Ms. Adams: Included in your agenda package for the December meeting are the unaudited November financials. This is the first month you are seeing the unaudited financials for the time period immediately preceding the meeting. Prior to this, you were seeing financials from two months ago. Now you are seeing last month's financials. However, the financial information is not yet complete because we are waiting for the golf club financials to combine into the unaudited financials as well as some additional billing that comes out a little later in the month. For the month of October, the unaudited financials were transmitted to the Board of Supervisors under separate cover. Those financials included the golf club information and all of the familiar elements that Supervisors see from month-to-month. So, moving forward, if the Board is amenable, there two sets of financials that will be presented. One will be a more comprehensive set. The next set will be a preliminary set. So, for example, in your January agenda package, you will have the November financials, which are preliminary this month, but in January, they will include the golf club information and have more complete payables information. You will also be seeing the preliminary December financials, which include CDD operations, expenses and revenues as of the date of the published agenda package. So, I wanted to explain what you could expect moving forward to

satisfy the need to have more current financials, but also to ensure the Board has the comprehensive financials and have opportunity to discuss in a public forum, the more completed financials.

Mr. Snell: I don't think we need to go over that. I would like to make sure there is consensus to move forward in that manner. I believe that's what you wanted, Bill.

Mr. Bishop: Yes. I'm fine with that. There is nothing in here from the golf course?

Ms. Adams: Indigo Golf has an agreement with the District that they are required to present the financials by the 20<sup>th</sup> of each month. However, because the agenda package is prepared prior to that time, accounting has not yet received the November financials for the golf club.

Mr. Bishop: I think what he was trying to do was to make sure that we have as much information as we have that is available.

Ms. Adams: Right.

Mr. Bishop: For this meeting. Is there any way that we can get some preliminary numbers from the golf course?

Ms. Adams: I'm certainly able to interface with them to see if that's feasible. There is an agreement in place that gives them the deadline of the 20<sup>th</sup> of each month. They have been consistent with meeting that deadline.

Mr. Bishop: But still, something is better than nothing.

Mr. Zimmer: In regard to getting them earlier, internally, we have a schedule for accounting and how long that process goes. We spoke with our accounting team and going forward, we should be able to get that to you sooner. We just have to adjust some of the processes in terms of reporting, but we are working towards getting them in earlier than the 20<sup>th</sup> and also have a schedule with CDD meetings each month, knowing that we need to get everything in seven days prior to that. So, we are working with our accounting team in order to accomplish that. We are just not quite there yet.

Mr. Bishop: Great. Thank you.

Mr. Snell: Thank you, Dan. That's good cooperation.

Ms. Murphy: What was submitted to us last week, on the month-to-month it shows October and November, but the one he gave us today only shows October. They are both labeled unaudited financials.

Ms. Adams: Included in your agenda package are the unaudited financials through November, but sent out under separate cover and handed out today are the unaudited financials

through October. So, you actually have two months; October, which was sent under separate cover and distributed today and then you have November, which was included in your agenda package.

Ms. Murphy: Minus the golf course financials.

Ms. Adams: Yes. October includes the golf club, but November does not. No Board action is required on your unaudited financials, but this District historically had made a motion to accept the unaudited financials. If you want to keep with that tradition, than the unaudited financials that would be accepted today would be for October, because they include the golf club information.

Mr. Snell: Can we agree to move forward and have a motion to accept the unaudited financials?

Mr. Craddock: What happens if we get additional information?

Mr. Snell: That could happen. We have to readjust them.

Ms. Adams: Supervisor Craddock, you probably recall that every District is required to undergo an annual audit from an outside firm and that annual audit would be your final numbers for the year. The unaudited financials are subject to change based on additional financial information that's received.

Mr. Bishop: What we get from GMS are always unaudited.

Mr. Craddock: I think down the road we will get a big surprise.

Mr. Snell: Nothing is really changing in that regard. I guess there is always the potential for a big surprise. I haven't seen one.

Mr. Craddock: Okay. I'm good with that.

Mr. Snell: So, are there any comments or questions on the October unaudited financials? Hearing none, we need a motion to approve.

Mr. Craddock MOVED to approve the unaudited financials through October 31, 2020 and Mr. Bishop seconded the motion.

Mr. Snell: Are there any further comments? Hearing none,

On VOICE VOTE with all in favor the unaudited financials through October 31, 2020 were approved.

Mr. Snell: Are there any comments on the November financials?

Mr. Bishop: Yes. On Page 12 of the November statement, under “*Janitorial Service and Supplies,*” November and December were over \$2,000 per month, but we only budgeted \$15,400 for the year. So, I’m wondering if there had been something extra or did we miss the budget?

Ms. Adams: In consultation with the Chairman of the Board, when the Governor issued the Executive Order regarding the final Phase 3 reopening and the amenities were opened seven days a week, we had maintenance staff onsite five days a week to sanitize the premises. However, we contracted janitorial services for Saturday and Sunday sanitization for the pool furniture and cabana equipment, as well as the fitness equipment inside Lexington Spa. There is actually a sanitizing fogger that’s administered to ensure that the facilities are sanitized. You bring up a good point. We can take a look at that.

Mr. Bishop: Are we getting more services than what we were anticipating when we did the budget?

Ms. Adams: Yes. It’s related to COVID-19 sanitization and of course as vaccines become more available and the situation changes, that will be revisited on a regular basis.

Mr. Craddock: Correct me if I’m wrong, Bill, but we are over for the month; however, in prior months, when things were closed completely, our costs were down. So, we should be ahead.

Ms. Adams: For the calendar year that’s right, but because the District runs on a fiscal year that starts October 1<sup>st</sup>, most of that expense will be borne this fiscal year. As a matter of fact, you might recall, there was no budget amendment this year. We came in under budget on expenses overall and part of that was likely due to reduced building expenses while they were closed.

Mr. Craddock: Thank you.

Mr. Piersall: In the November statement, there was an invoice for the pool heater preventative maintenance for \$980. What did they do?

Ms. Adams: This is more of an amenity management question, but I will explain it. Historically in Arlington Ridge (AR), the heaters are turned off towards the end of May when there is adequate solar heat to keep the pools maintained at 86 degrees. Then the pool temperature starts to get monitored in September. When the water temperature starts to dip below 86 degrees consistently, the pool heaters are turned on. Typically, the annual preventative maintenance service for the heaters is scheduled during the month of September prior to them being fired up for the season. This year, I think it might have happened a little later than mid-September.

Mr. Piersall: What I am asking is when they are not working, is water circulating through them or do they bypass them completely? Water circulates through them when they are not working.

Ms. Adams: It's because the heating element is turned off. As a matter of fact, I believe one or two of the heaters not only has the heating capacity, but also the cooling capacity. Those are their programs so they are not heating or cooling during the months they are not being used.

Mr. Piersall: So, whether they are working or not, water is always circulating through them.

Ms. Adams: I am going to need to double check with our pool operator, but the pump house is separate from the heaters. I know that the heating element is turned off in May and turned back on in September.

Mr. Piersall: It extends the life of them if we weren't running the water through them. They are not being used.

Ms. Adams: Staff will follow up with you that they are completely turned off.

Mr. Piersall: Thank you.

Mr. Craddock: Jim, Emily and I are working on the pool heater issue. We are not prepared to discuss it before the Board at this time. We have three units that we are recommending be replaced. So, what we are looking at right now is what we are going to replace them with. We are not presenting this to the Board at this time. Give us time to work on it. It is on the list and I requested a quote.

Mr. Snell: Are there any other comments? We don't need any Board action, so let's proceed.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Ms. Whelan: I don't have anything additional to report this month that is not already on the agenda for discussion.

**B. District Engineer**

Mr. Snell: The District Engineer is not here. Have you heard anything from him?

Ms. Adams: No. We don't have anything from the District Engineer to report today.

*Mr. Fox joined the meeting.*

**C. District Manager**

Ms. Adams: Board Members, I want to make you aware as approved at your November meeting, your Rulemaking Hearing is scheduled for January 21<sup>st</sup>. The legal notice is scheduled to run on December 23<sup>rd</sup> and December 24<sup>th</sup> regarding the RV storage lot potential fees. Also last month, District staff was asked to determine the feasibility of the District qualifying for FEMA funds or CARES Act grants. In consultation with legal counsel, it has been determined that the District does not qualify for CARES Act funds nor for FEMA funds for COVID relief. If there is any further discussion on these items, we can take these. Please interrupt if you have any questions as I move through this. The status of the minor modification with the City of Leesburg planning and zoning regarding the Planned Unit Development (PUD) to retain the signage on the north side of the community entrance in perpetuity is that they are a proponent of the modification request. I received favorable remarks from City staff and they said that they hope to have an answer by the end of the year. This was staff action item and did not require City Commission approval. In the Landscape Design Plan that the Board has been waiting for, there was an initial roll out of the plan on December 7<sup>th</sup>. Amenity staff, District staff and Supervisor Bishop all attended that meeting along with Floralawn. There were some revisions that were requested. The second draft of that plan will be reviewed early in January. It is likely that plan will be presented at either the January or February Board meeting. The Board requested a document regarding purchasing policies, to address how staff and Board Members handle revised bids that are received subsequent to the publication of the agenda package. We have been working together with legal staff. We have a purchasing policy document that we are going to bring forward with the suggested revisions for the January meeting. Also, District and Amenity staff received several requests for Zoom hybrid meetings. We are working through the technology for audio and video input and also will be consulting with legal counsel regarding a couple of different options as we move forward with preparations for the January 2021 meeting. Those are just a few notes for the Board.

Mr. Craddock: Where are we with killing the vegetation in the back of RV park that was overgrown with weeds? We are responsible for taking care of that overgrown vegetation back there. Through the summer it has been so overgrown that you can't see what's back there. I think we talked a couple of meetings ago about taking care of that vegetation to remedy the problem before we do anything.

Ms. Adams: I am going to defer to Jacob who is here from Floralawn.

Mr. Bloodworth: I am the Account Manager for Floralawn. I worked with Supervisor Bishop for landscape services. Each winter we conduct pruning throughout the RV lot. This is more for tree material, particularly along the fence line. A barbwire fence is out there so we conduct tree pruning along the CDD's property line. As far as overgrown grasses or weeds in the gravel bed, that is being serviced on a monthly basis to mitigate any overgrowth and what not. This evening we will take a look at it and get it serviced right away. I believe everything has already been addressed.

Mr. Craddock: I have not been there since we discussed this a couple of meetings ago about pruning at the top to make sure that we don't lose it through the cracks. This is not on the perimeter. This is not on trees. It not around the fence line. It is at the center back of the RV lot.

Mr. Bloodworth: Yes sir. That area is serviced on a monthly basis. It may have just been that was right before we came and serviced you last time, but it is being serviced on a frequency and rotation. I will take a look just to make sure. If it does need any attention, we will do that for you.

Ms. Roslin-Grimes: Are you talking about where the point is?

Mr. Craddock: Yes.

Ms. Roslin-Grimes: I didn't notice any overgrown material when I was out there on Friday looking at the facility.

Mr. Craddock: Thank you. At the last meeting we talked about where we were with capping irrigation. Emily and I talked last month. She asked me if I had a list of where these places were that needed to be addressed. I thought that I made it clear at the last meeting that Floralawn is going to do a survey on all of these mature trees, not just where the homes are. The majority of them, I think are in the golf course area. Unfortunately, the way I play golf, I am under all of those trees all the time. While I'm there, I looked at the trees and many of them have not been capped and we are just wasting water on mature trees. I suggested to Emily that you put an orange cap on it so you can cruise by and tell if they have been addressed.

Mr. Bloodworth: We conducted capping services on over 200 trees throughout the District. That is only in areas that Floralawn maintains. In reference to the locations specified as the golf course, Floralawn would not be capping those.

Mr. Craddock: Does Floralawn do the maintenance on the golf course?

Ms. Adams: No.

Mr. Bishop: There has been discussion with the Golf Course Superintendent. Many of these heads look like they are functional. Some of them have even been wired into the main system, but the wiring is not connected at the other end. There may be a head that looks like it is acting, but it's not. So, if that's the problem, unless we go out and cap them, which would be my project, just looking for a needle in a haystack is not a good use of time.

Mr. Craddock: I guess my issue is if you don't have any physical evidence that something is not working or not functional, it is difficult to understand. I would have to go all the way back to the controller to see if it is turned on, which is difficult.

Mr. Bishop: I agree, but if water is not coming out of it, then what purpose is being served?

Mr. Craddock: I understand. I'm just trying to save us water to save costs.

Mr. Bishop: Understood.

Mr. Craddock: That's all I had.

Mr. Bloodworth: I will say on behalf of Floralawn, if any trees are being watered that shouldn't be, if you can just let us know, we are happy to provide flags. We have no problem capping those as requested, but to the best of our knowledge and abilities, that service has been completed by Floralawn.

Mr. Craddock: Thank you.

Mr. Piersall: Regarding the signage you speak of, are we thinking about getting an electronic sign?

Ms. Adams: Yes. What has been contemplated and presented to the City, is that it would be the exact same sign in terms of the size of it, height of it and fabrication of it. What might change is the messaging in terms of the promotion for the golf course and restaurant being open to the public, participation, etc. So, the messaging is subject to change, but not the fabrication, size nor the location.

Mr. Piersall: So, it's an electronic sign.

Ms. Adams: No. The sign is a wood frame. I don't know the fabrication of the content, layout and design area. It's the sign that is on the north side of the community. It looks like a billboard.

Mr. Piersall: We can get more patrons if you have an electronic sign that we can show specials for the restaurant on that everyone driving down US-27 would see. I think we can attract more people if we put signage out there. An electronic one is what we really need. It's eye-

catching. Everybody that drives across Highway 27, one way in the morning and the other way in the evening would see it.

Mr. Snell: Jim, we give every Supervisor a chance to speak under Supervisor's Requests. If you want that as an item to be discussed under Supervisor's Requests, certainly we will look at it and anything else you want to look at. Any Board Member can do that. So, if you are making that Supervisor request, then Tricia needs to look at it.

Ms. Adams: So, just to be clear. I'm taking this as Board direction that you would want staff to investigate the steps needed to take with the City of Leesburg to be permitted for an electronic sign as well as the costs for an electronic sign. Is that what I'm understanding?

Mr. Snell: Yes, unless some other Board Member objects. Then we have to vote on it.

Mr. Bishop: I suggest that you let the process run its course and then talk to the City about other things, rather than just possibly messing up what we have.

Ms. Adams: Okay.

Mr. Bishop: I would like to see it take one step at a time. I'm not opposed to upgrading the sign. I'm just saying that we need to do it in a fashion that makes the most advantageous for final approval.

Mr. Piersall: I would like to look at the face of each sign, because that's the one that's at Urgent Care. It was done by Sign Crafters. I would assume that we can call them and ask what the sign costs. I have the serial number of that sign and the location. Then we would have an idea of what something like that costs.

Mr. Snell: It wouldn't hurt to pursue the cost without going to the City. We can then have a more informed decision as to whether or not, we want to go to the City. I have a question of whether or not there would be a change in the plan that would require a public hearing on it. That might be possible.

Ms. Adams: Yes. My understanding from the City of Leesburg staff is that the signage in front of the community along the Highway 27 corridor, does not meet the City ordinances that have subsequently been adopted after the development of AR. So, any new signs would be subject to current sign ordinances with the City of Leesburg. The District had been grandfathered in because the signage was part of the PUD that was originally approved.

Mr. Snell: That might be worth pursuing sometime in the future, but right now let's get the cost.

Ms. Adams: Okay. The District within the past three calendar years purchased a digital sign for installation at Village Green. It was purchased from a vendor called Robson Corp. That vendor was selected after a competitive bid process as they provided a very good price. The installation was facilitated without any glitches and they have been responsive to any troubleshooting or repairs. So, we already have a relationship with that vendor. They have been previously selected by the District, so we are happy to gather cost information from Robson Corp.

Mr. Piersall: My point is that the sign on Highway 27, sits back off of Highway 27 probably the same distance that ours does. That sign was installed within the last 18 months for sure.

Mr. Snell: But Jim, that one was done under the new ordinance. If we go to a different sign, we will have to go through permitting. We will pursue that, but let's step back and see whether or not the Board thinks it is worthwhile. I want to take a minute and address something else. I received a lot of complaints about people not being able to hear us at the last meeting. I was told by some that they could hear me with my mask off, but when it was on, they couldn't. First of all, Tricia, Emily and I talked about what we can do. Tricia had some experience in other CDDs where they tried taking the mask on and off when they were talking. If a Supervisor feels that they need to take their mask off to talk, then it makes it better for the audience. I think we have enough separation here, but we will request that people keep their masks on when they are not speaking, even though it's an inconvenience to take it on and off as we talk. Hopefully, we will have a better phone-in system next month, but I know that there are some comments on Facebook. We had several meetings under Zoom and some people are expecting that. We will not have a full Board meeting using just Zoom unless the Governor allows us to have a quorum in that respect. I don't look for that to happen personally. It may, but I hope it doesn't, because that means there is something bad going on.

Mr. Piersall: I concur. Someone already texted me. Microphones are very garbled.

Mr. Craddock: I think you are correct Terry. We have the proper social distancing, if not more than what has been required by the CDC. I think it's safe for us here to take off our mask, but I agree with what you are saying. Most of the audience are elbows to elbows and I don't think it's good for them.

Mr. Snell: Do you have anything else, Tricia? Hearing none,

**D. Amenity Management**  
**i. Community Director's Report**  
**ii. Discussion of Capital Projects List**

Ms. Roslin-Grimes: In your agenda package, you will see a Community Director's Report. I don't have anything specific in the report to update on unless there are any questions that I can answer. I have a few questions for the Board in regard to events and some activities that we would like to move forward with in 2021, if the Board is willing to entertain the idea of a few things that have been suggested by the Activities Department.

Mr. Snell: Please do.

Ms. Roslin-Grimes: Kelly has been working with Frank and Justin to develop an environment outside where events could be held such as the Mardi Gras party. We would set up outdoor tables and an al fresco dining situation, but the Village Green would be closed. That is scheduled for February. Some of the future events that we are looking into that were shut down, we want to revisit such as the yard sale, a community 5K and indoor events for events that cannot be held outside. I don't know the Board's opinion on those types of events to host at AR.

Mr. Craddock: Emily, I have a question with regard to Mardi Gras. How many participants did we have in the past year?

Ms. Roslin-Grimes: I have to look at specific numbers, but I believe it was around 200. Kelly said it was 150.

Mr. Craddock: If the weather doesn't turn out to be nice, we cannot move it into here.

Ms. Roslin-Grimes: Correct. That is a plan we worked with the entertainment providers as well as the restaurant on, but if it is an event we can't hold outside, we would have to cancel the event.

Mr. Craddock: Thank you. I think they are good suggestions. I think the community is hungry to do some things because everyone has been holed up for so long. As long as we can follow CDC guidelines, I think we should do everything within our power to make people feel good and socialize safely to some degree. I support it.

Mr. Snell: I'm for it. I watched an interview with Michael J. Fox this morning. When he asked what his family is going to for Christmas he said, "The same thing we have done since March." I think people are having a hard time with that and as much as we can provide, that's part of what the CDD is about and why we have Kelly in that position, so that she can work with Jim on events and with you Emily. Let's do everything we possibly can. Information and suggestions

from Joann and others as she suggested, I think need to be included with that. I totally support your efforts.

Mr. Piersall: I would say one thing we could do right away if we so chose, was to have the community yard sale. I know a lot people once they move here, have a lot of stuff that they don't want anymore. So that is a great thing. That helps people to purge. There are a lot of people that are struggling. It was always one day from the outside and one day from the inside. There are probably a lot of people on the outside that could use the discounted stuff that residents would be selling or giving away to them. I think trying to help one another right now, would be a good thing. We could publish it so it gets to those residents in downtrodden areas of Leesburg. Thank you.

Mr. Craddock: Jim, you just picked up on something. Assuming we go ahead with the yard sale, for things that did not sell, is there an effort to try to give them to a group in Leesburg. I hate to see it go into the garbage.

Mr. Piersall: I think a lot of people here donate them to Sheriffs Ranches, which is right around the corner. As long as it's repurposed in some way.

Mr. Craddock: I agree with you. I think some folks don't go through the effort because it's poor effort on their part.

Mr. Snell: First Baptist Church and Sheriffs Ranches will pick up items if you schedule it. Mary and I took some stuff to First Baptist Church a couple of days ago. They only want things of worth. They don't want junk.

Ms. Roslin-Grimes: For clarification, the Board is accepting of events such as the yard sale and 5K. I didn't hear any discussion about indoor events that cannot be held outside.

Mr. Bishop: What type of indoor events?

Ms. Roslin-Grimes: Some of the frequent events that we've had. Having an entertainer come in and provide audience style seating is not an event that we would be able to host outside. We have not held a coffee talk since the beginning of 2020 because it is an indoor event.

Mr. Snell: If we can hold this Board Meeting in here and we limit the amount of people, we should be able to hold a coffee talk and limit the amount of people. We have a pretty good sound system. So, I think that could continue. One comment that I had on the yard sale, is it was a Board decision to not have it in the fall. I think we need to have a motion to sponsor it if we are going to do that.

Mr. Craddock: I agree with you, Terry, but I think we also need to address the social distancing issues that are going to be necessary to hold this event safely.

Mr. Snell: That was my concern last fall. I can tell you that the Board and GMS have no way to enforce social distancing on people's driveways. There's no way we can control it.

Mr. Craddock: It's a series of common sense guidelines. As you said, we can't make people do anything on their property.

Mr. Snell: I assume that I can demand anyone coming up to my property to wear a mask. How are they going to handle sanitizing? I suggest that nobody touch anything unless they are going to buy it.

Mr. Bishop: I think the concern was the inability to control what the outside people might bring in or even what residents take from one home to another. If a lot of infections were to happen because of interactions with people, then that would of course not be good for the community. I'm not sure whether that's changed any. We still have no way to control what is going to come through the gate or across the sidewalk. So, I'm still concerned about it for the same reasons we voted against it. I am all for having the events internally that we can control, but opening it up to everybody, I'm still concerned about.

Mr. Craddock: What about not allowing outside people to come in like for the community yard sale?

Mr. Snell: The main reason people came from the outside was because it was advertised, but since the streets are public, we can't prevent people from outside the community coming in. Once word gets out, they are going to come in here because people seek out yard sales.

Mr. Craddock: Maybe there is a different way if people had something that they wanted to sell or donate to the outside. That could be organized in a different way than a yard sale, especially what Jim was talking about. I totally agree that there are people out there that need it. Can we look at some way to coordinate with residents to do that? Maybe have a community donation.

Ms. Roslin-Grimes: I believe the HOA on their site has a way for residents to post items that they have for sale within the community. So that is an ongoing forum. As far as donating items, we can certainly look into programs with the Sheriffs Ranch and programs with local churches. Families in Transition takes a lot of items that are gently used like clothing and things like that that we promote all year long as donations. I know that there is another group, a women's and children's shelter that accepts donations from AR residents. As far as furniture and things like

that, we don't have a program right now for residents to dispose items through a donation process, but if they are interested in retaining a monetary value for items, the best way to do that would be through the HOAs forum that they already set up with an online sale through the HOA website.

Mr. Bishop: The Nextdoor website is a big for sale section.

Ms. Roslin-Grimes: Yes. Facebook has one. Nextdoor has one. I think there are platforms out there. There is nothing official through the CDD that facilitates that, but the HOA does have a platform.

Mr. Snell: How about as a minimum, we do an e-blast on how to get inContact with Sheriff's Ranch and First Baptist Church. I think this community, from what I have seen, is doing a fantastic job on the food bank. I have seen a lot of stuff that people want to get rid of.

Ms. Roslin-Grimes: Going back to the list, I saw a lot of heads shaking for indoor invents. We don't want to host any indoor events at this time with AR, whether that is breaking the shows into two separate showtimes and trying to maintain social distance. We should forego any indoor events at this time with an audience style seating.

Mr. Craddock: Emily, you said at Mardi Gras, we had close to 200 people last year. If you are breaking it into two, you still need about 100 people in here.

Ms. Roslin-Grimes: Correct.

Mr. Craddock: I don't see that working safely.

Ms. Roslin-Grimes: So outdoor events only if we can make them work.

Mr. Craddock: That's my opinion. What do the rest of you think?

Mr. Snell: I looked at the pictures I see posted on Facebook and people aren't social distancing. They are all over each other. So, I don't want the CDD to sponsor an event. What people do on their own is their business, but I'm concerned about the Board approving something and then it turns into that kind of event.

Ms. Roslin-Grimes: Do we plan to hold coffee talks and new resident orientations similar to a Board of Supervisor meeting and hopefully be able to offer a Zoom hybrid if we get this under wraps for a Board Meeting?

Ms. Murphy: Yes.

Ms. Roslin-Grimes: The last item I have on my list is the promotion of group travel. That is something AR promoted through activities here at AR for a significant period of time. We use a vendor who is now social distancing at all of their buses and performing sanitization measures.

That is something that residents would elect to participate in individually, but we look to the Board for their direction on whether or not that's something you want to entertain and sponsor here at AR.

Mr. Piersall: I would not want to get on a bus.

Mr. Snell: Well, Mary and I just went to the Biltmore House, which is a busy place. Those people were doing a real good job monitoring to make sure that people were wearing their masks properly, which is over the nose, not hanging off of the chin. I would like to know more about what that bus system is really doing and how well they are monitoring it, because I know that people would like to go on these junkets, but let's get a little more information before we decide and look at it next month, if everyone is good with that.

Ms. Roslin-Grimes: Certainly, I can bring back more information. That's all I have pertaining to events. I want to mention to the Board that our spa was drained so the tile could be fixed. It should be operational hopefully before the weekend.

Mr. Snell: Thank you, Emily.

## **E. Golf and Food & Beverage**

### **i. General Manager's Report**

Mr. Snell: Justin?

Mr. Fox: As far as the General Manager's Report, I don't have much to add. Under "Key Performance Highlights," we are continuing to monitor ways that we can be innovative. We are introducing QR Code menus to the restaurant as early as tonight. There would be zero contact. You would be able to take a picture with your phone and view the menu from there. We will continue to move forward that way. Do you want me to include any of the items right now?

Ms. Adams: We have the beverage cart purchase and salad cooler unless Board Members have any questions regarding the General Manager's Report.

Mr. Craddock: I think we can address those when we get to those on the agenda.

Mr. Snell: So does anyone have questions for Justin?

### **ii. Consideration of Beverage Cart Purchase**

Mr. Fox: If you flip through the agenda package, there it is actually a lease that we brought forward. These vehicles are out there every day running around the golf course causing wear and tear. So, our recommendation is to lease the vehicle for four years and continue to lease after that.

With technology it could be costly. As they deteriorate and all seven are out there every day, we recommend leasing for \$290 for 48 months.

Mr. Craddock: Justin before you go on, we looked at it from a lease versus purchase agreement. This \$296 will go out to 48 months. That totals \$13,851.20. That's a lot of money. Just out of curiosity, what is the total purchase price for that cart should we choose to entertain that?

Mr. Fox: We don't have the purchase price. We can get pretty close and with prevailing interest rates currently right around 3% to 3.5%. To do it right now, I'm sure that Yamaha would provide that information, if we required it. You have two options; a lease for 48 months or fair market value lease for 48 months. There are a few options to purchase it at the end of a fair market lease for \$3,600. That's the difference between those two. Obviously the first market value lease is lower.

Mr. Bishop: So, the machine is identical. It's just the financing.

Mr. Zimmer: Just how you want to finance it. The options are; one, at the end of the lease term, you have the option to purchase it for \$3,600 or two, at the end of the 48 month term, you own the unit.

Mr. Zimmer: Justin touched on it with the golf course where there aren't wall to wall cart paths and it's fairly bumpy on the golf course. With the weight that goes into the beverage cart, it's filled with ice, beverages and snacks. It's heavy so it gets a lot of wear and tear on different components. The vast majority of the golf courses we work with, we do it on a fair market value lease structure so that at the end of that term, we turn the carts back in and bring in new units. We try to time it out to how long it is going to last on a four-year basis when you will start to see some fairly significant wear on the cart.

Mr. Craddock: What is the age of the cart we have now?

Mr. Zimmer: I don't know. It's old. Last year we made the determination early on to invest \$1,200 or \$1,300 to repair it, get through the last year and look at the option to bring in a new one.

Mr. Craddock: I had one other question. What is your average annual profit from food & beverage (F&B) sales from the cart or is this just a marketing tool to keep folks who are playing golf happy?

Mr. Zimmer: I don't have a number for you right now, but it would be pretty easy to find out. It's not a marketing ploy in terms of the cost associated with it. The labor is not a substantial

amount to run that margin on those items, the prepackaged goods. There is relatively good marketing so it is profitable to have better turnout.

Mr. Craddock: Are we just doing this to entertain the folks or is it a revenue stream?

Mr. Zimmer: No. It's a revenue stream. I think with the new unit, we would have some more options.

Mr. Piersall: It is a requirement on any quality golf course. Most have food. In the Lido we have beverages. We should have offer grab and go sandwiches. This is the only golf course I ever played that does not have food on the cart.

Mr. Fox: We do have food. We will offer food on very busy days and days when there are events. We have signage out there now. We are happy to accommodate anybody that wants food out on the golf course. It may not necessarily be convenient, but we can get it out to them fairly quickly. As we get more storage and different compartments, we can absolutely have wraps and things like that.

Mr. Piersall: Do these beverage carts have heavier suspensions? Are they built like an ATV? I'm assuming that they have heavier construction.

Mr. Zimmer: Yes. It has to be a utility vehicle frame on it. It's the same chassis and build as you would have for a utility vehicle. The beverage unit is welded. They have specifications in terms of the weight capacity and how it's constructed, but we found that there is significant wear and tear, especially on a golf course that doesn't have wall to wall cart paths. They will deteriorate pretty quickly.

Mr. Craddock: We talked about this at the last meeting and I think we touched on it a little here. We talked about cold sandwiches and hot dogs being available, but when I look through the scope, I don't see provisions to accommodate that. I think we are intending to do that, if I heard Justin correctly, but if the cart doesn't come with those options, how do we accommodate that?

Mr. Zimmer: There are things that you can retrofit to the beverage cart such as warmers so you can have hot dogs, but with the beverage cart we are proposing, it would be limited to the cold pre-made sandwiches and wraps. Honestly, I think the hot dogs in those situations is a waste because if you don't sell them, then you have to throw them out at the end of the night. So, I think if we offer pre-made sandwiches or those types of offerings, those would be popular. I wouldn't recommend hot dogs because they can be challenging to maintain.

Mr. Piersall: I think historically it's more for outside players too. Most people that live here aren't going to be our best customer, but for outside players it is needed.

Mr. Bishop: I just want to make sure what we are talking about is the Bistro model. There is only one reference to that in the heading, but then under the description, it doesn't talk about a Bistro.

Mr. Zimmer: You're right. It does not mention that on the pricing.

Mr. Bishop: As I read through the website, that particular model is the chassis and everything to accommodate the weight that everything is going to have with the box.

Mr. Zimmer: Correct. We will confirm that. That is the intention.

Mr. Bishop: What color will it be?

Mr. Zimmer: We have had this same unit at two golf course and they were in blue and orange. They stand out and we had a favorable response to that. Do you have a strong preference either way?

Mr. Craddock: I prefer something that catches your eye so we can see the cart coming and prepare for that.

Ms. Murphy: I have a question. At the end of the lease period, if we decide not to do the fair market value and re-lease a new unit, is there an additional payout before we get a new unit?

Mr. Fox: On the fair market value structure at the end of that 48 months, you can either purchase it for \$3,600 or send it back. In the lease documents it will say, "You are responsible for shipping back," although in almost all situations, you purchase from one of the main manufacturers, they will take the old cart when they drop off a new one at no additional cost.

Ms. Murphy: I think there is a real need for this and I think it is needed now. If we were to consider even purchasing outright, then we would be responsible for all maintenance and repairs. If at the end of four years we are in the same situation we have now, we are going to have a machine that we own and we are going to be facing this again so I would like to see us go ahead with the \$295.65 monthly lease of this particular unit.

Mr. Piersall: That cart looks pretty old.

Ms. Murphy: The cart is no longer operational. The poor beverage girl has a tractor from the barn with a giant cooler on the back of it. Every now and then it backfires.

Ms. Murphy MOVED to approve the proposal from Yamaha for the beverage cart lease option in the amount of \$290.65 per month for 48 months and Mr. Piersall seconded the motion.

Mr. Snell: Is there any further discussion?

Mr. Craddock: I would just like a provision that we can have ham sandwiches. So, if it's something that we need to get with the cart as opposed to just sticking on the back of the cart, we need to make sure that happens.

Mr. Piersall: If it is out for repairs, would they bring in another one while it is getting repaired? How does that work?

Mr. Fox: Typically, the repairs would be done onsite. I'm trying to think of a scenario where we experienced an issue that has been significant enough to where they needed to take it off.

Mr. Piersall: Is there a window where if they don't repair it within 48 hours?

Mr. Fox: They are usually pretty quick. We use Orlando golf carts for the rest of the fleet. There was a recall on the carts we got delivered and they were out here quickly.

Mr. Zimmer: Yamaha has a good service network in this area and we have been pleased with the service we have been provided with this fleet and the prior fleet as well. I hope we can get them before Christmas, but I'm doubtful about that.

Mr. Snell: Are there any further questions or comments? Hearing none,

On VOICE VOTE with all in favor the proposal from Yamaha for the beverage cart lease option in the amount of \$290.65 per month for 48 months was approved.

### **iii. Consideration of Restaurant Salad Cooler**

Mr. Fox: The actual name is a pizza cooler, but we've been referring to it as a salad cooler. We have three proposals of good units and recommend the most affordable unit, which is the first one on the list.

Mr. Craddock: Is this the one in the back that you actually use for the pizza prep?

Mr. Fox: No. We called it a salad cooler, because it was our salad prep station in front of the line. We have one in the back by the pizza oven and it is functional. This one would be at the front of the line.

Mr. Craddock: You are only looking at one, not all three of them. Right?

Mr. Fox: Correct.

Mr. Craddock: The gave a total of all three proposals, which is confusing.

Mr. Fox: We would be taking the top one.

Mr. Craddock: By the top one, do you mean Item 1?

Mr. Fox: Correct. The one for \$5,701.45. I apologize. Item 3 is the cheaper unit.

Mr. Bishop: How does that compare to the true unit? I know cost-wise, there is \$300 to \$400 difference, but I'm just wondering if the extra money might not be worth the investment. They traditionally are pretty reliable machines.

Mr. Fox: The difference would be a seven-year warranty of the compressor and three years parts and labor. It's a very comparable unit. You are going to pay for the name and the warranty.

Mr. Craddock: I'm curious about why the freight is much different for Item 1 versus Items 2 and 3. The freight charge is \$145, but the freight for Item 2 is \$462 for \$451 for Item 3.

Mr. Fox: I will have to find out. It may be one that they do not have in the warehouse.

Mr. Zimmer: I think if we are getting it from the manufacturer, they are further away versus a local manufacturer.

Mr. Craddock: What is your recommendation?

Mr. Zimmer: For Item 1.

On MOTION by Mr. Craddock seconded by Ms. Murphy with all in favor the proposal from Louis Wohl & Sons for a salad cooler in the amount of \$5,071 was approved.

**SIXTH ORDER OF BUSINESS**

**Business Items**

**A. Presentation of Pavement Management Report**

This item was deferred.

**B. Consideration of Bench Memorial Program**

This item was deferred.

**C. Ratification of Proposal for Pump Station Control Panel**

Mr. Fox: This is a computer chip on the pump station that went bad. There is one computer chip from a group of five. So, we got them to quote a price to fix one, which is \$4,800 or \$8,500 to replace all five. Rather than fix one we can fix all five.

Ms. Murphy: If we fix one board, what are the chances of a second board going down two weeks later? Will it cost us another \$4,800 and then two weeks later another one goes down?

Mr. Fox: It's more cost effective to repair two boards.

Mr. Craddock: Option 2 significantly improves the boards by providing a digital flow and pressure display, real time graphs of flow, pressure and pump status and stored graphing of flow, pressure and pump status. Is there something in the middle that is less expensive between Options 1 and 2? I'm not sure these are items we will benefit from. Potentially we can get a cheaper model that still gets us out of the problem we have with Option 1.

Ms. Adams: Just a point of clarification, this is actually an item for ratification. In consultation with the Chairman of the Board, this item was approved because of the urgent nature of watering the golf course. A pump station quote was distributed to the Board. On the back page, you will see that it was signed by the Chairman.

Mr. Snell: It was considered an emergency because they need water.

Ms. Adams: Yes.

Mr. Snell: If they don't have water, they can't operate the golf course. If they can't operate the golf course, we lose revenue.

Ms. Adams: Right.

Mr. Craddock: So, what do we get?

Mr. Zimmer: To answer your question, this is retrofitting the entire system. These are all the original components from when it was installed. They don't make the same model anymore. So, part of the challenge is the cost for us to replace them and the availability of them. The technician did say that when one fails, there is the likelihood that in fairly short order you will start to see other boards fail. So that's why there was a strong recommendation to retrofit the system and why you are upgrading to newer technology, which is why some of the bells and whistles are available to us that isn't on the current system because it's updated technology.

Mr. Snell: So, we need a motion to ratify the purchase.

Ms. Adams: Yes.

Ms. Murphy MOVED to ratify the approval of the proposal from Citrus Seven Pump Station Services for the pump station control panel replacement in the amount of \$4,800 and Mr. Bishop seconded the motion.

Mr. Bishop: What is the funding mechanism for the salad cooler purchase and this item?

Ms. Adams: These are both capital purchases under the Capital Reserve Fund.

Mr. Craddock: In that fund, can we start a sub-category for the golf course so we know how much we are spending?

Ms. Adams: Yes sir. Prior to the ownership of the golf course being owned by the CDD, the pump repairs were split 50/50 between the District and the other owner of the golf course. In this case it is all CDD operations for golf or common area maintenance, but we will make a note to split this 50/50. So, we will have the salad cooler under golf and the pump station as a 50/50.

Mr. Bishop: Thank you.

Mr. Snell: Are there any other questions or comments? Hearing none,

On VOICE VOTE with Mr. Bishop, Ms. Murphy, Mr. Piersall and Mr. Snell in favor and Mr. Craddock voting present, the approval of the proposal from Citrus Seven Pump Station Services for the pump station control panel replacement in the amount of \$4,800 was ratified.

**D. Consideration of Second Amendment to the Golf Club Management Agreement**

Ms. Adams: Mr. Chairman, would you like for me to present this item?

Mr. Snell: Yes.

Ms. Adams: I am going to be turning this over to legal staff who prepared the Second Amendment to the Golf Club Management Agreement. After living with the Golf Club Management Agreement for a year, it was under review. As the Board probably recalls, the Board inserted language into the Golf Club Management Agreement regarding the potential for an incentive program. This amendment deals with the qualifications for the incentive program. Lindsay is on the phone and will present the amendment.

Ms. Whelan: I would be happy to. The Board Members received a redlined version this morning. There were no changes to the actual incentive fee. In Exhibit B to the Management Agreement, you will remember that all provisions were heavily negotiated, but we entered into that Management Agreement with BCG now Indigo Golf, a year and a half ago. Now that we have a full year's operation under our belt, staff on the management and legal side are seeing if anything wasn't functioning the way it was originally intended. Everything seems to be operating as required, other than the operation of this incentive fee. Keep in mind, the incentive fee is not

applicable and available to the golf management company in this past fiscal year because the revenues weren't equal to 10% of the budget operating revenues. So, that's why we are trying to address it now. The biggest thing that we determined that really wasn't functioning was the committee structure. Again, all of your calculations are set forth in Exhibit B and the Board worked very hard and tirelessly to make sure those calculations were not subjective. They were all objective calculations based on establishing a point. The Board essentially wanted District Staff to be able to go through and objectively calculate whether or not they would be entitled to this incentive fee without any real legal issues. It also established a committee to review what was in essence the rating. In practice that we feel that this committee is unnecessary. District staff is always worried about committees due to Sunshine and Public Record Law issues. The Board was elected by residents in the community to serve their interest relative to both golf operations and otherwise. A committee doesn't make sense. Additionally, there was a requirement that the committee would be quarterly, but that doesn't make sense because at every meeting over the past year, we discussed golf management and golf performance. It just makes more sense to include the language that we included in your agenda package, which essentially provides that District Staff is going to perform the calculation on an annual basis in accordance with the incentive fee in Exhibit B, which is not changing. Those ratings are going to be presented to the Board essentially for review prior to payment of that incentive fee, just to make sure that the Board is aware prior to payment, the fact that BCG is eligible and the amount they are eligible for. Just so you guys have that information before District Staff behind the scenes makes any sort of acceptance on the incentive fee, the genesis for the change is fairly complex with the changes. They have been made in consultation with your management fee to help implement the golf incentive fee calculation if and when we ever get to that point where it comes into play. Representatives from your golf management team reviewed and signed off on this agreement.

Mr. Craddock: I have one question that I am trying to think through. That is the threshold of where the incentive fee kicks in. As I read this, it's not changed in Paragraph I, but as I understand what is worse, Indigo Partners established what they think is going to be their income stream for the upcoming year. If that is exceeded, then this incentive kicks in. Is that correct?

Ms. Whelan: It kicks in so long as they met the criteria in Exhibit B. So, the revenue portion is Step 1. Step 2 means they have to be eligible and met the requirement in Exhibit B. They must meet at least 75% to get an incentive fee, which determines what percentage of the available fee

they are entitled to. It is basically just a process. They must have really good customer satisfaction in compliance with both the budget and their annual plan, which are all components of the criteria and Exhibit B.

Mr. Craddock: I'm not saying that the golf club is going to do this but what keeps someone from throwing a lowball number to easily exceed the threshold for this premise?

Mr. Snell: We do, Roy. This Board does.

Mr. Craddock: I don't think we are in a position to tie up their income streams.

Mr. Snell: I think we are in a position as a Board to exercise fiscal responsibility along with guidance and the help of GMS and Lindsay. Personally, I don't think that Indigo Golf is going to throw a lowball number just to exceed it.

Mr. Craddock: Don't get me wrong. I'm just trying to understand the verbiage here and what the implications are. I'm not making accusations. I'm just trying to play the devil's advocate.

Ms. Whelan: Keep in mind, exactly to Terry's point, the annual budget comes to the Board for review prior to approval.

Mr. Snell: It's our responsibility to make sure the budget is what it should be.

Mr. Bishop: Is this a time sensitive matter?

Ms. Adams: It's only time sensitive to the extent that the previous agreement required quarterly meetings of the Advisory Committee. Presumably with Fiscal Year 2021, the golf club may be in a position to petition for the incentive fee. So, it was important to address this and not let any important steps not have the box checked, which would disqualify them for the incentive award at the end of the fiscal year.

Mr. Piersall: So, if this is based on projections, wouldn't it be better for us to base it on profit and loss? If you turn a profit then you get a percentage of our profit. Why would we want to pay for losing?

Ms. Whelan: It is tied to your budget and your actual operating revenue. So basically, if our real time revenue exceeds what we budgeted, which the Board reviews and approves, then everybody agreed when we entered into the agreement a year ago, this was the way to handle it. Plus, there has to be other performance based metrics in Exhibit B. So, it's not just that phase that exceeds their budget. They obtained and achieved performance based metrics, which are going to be dictated by the Board for all objectives. Then we won't be in a he said/she said position. They have to meet those provisions.

Mr. Snell: Lindsay, as I recall, we cannot do it on a profit loss because of IRS regulations.

Ms. Whelan: That is correct. That is a great point to bring up. The IRS regulations provide that it can't be based on profit and loss. It has to be based on what we budgeted. Your revenue needs to be above your actuals; for example, what you claim for your expenditures and what your actual expenditures are. When we eventually entered into the agreement about a year and a half ago, we actually looked at the expense side of it and the Board adjusted that part of it because they felt that would defund those expenses. Not that Indigo Golf would ever do this, but it would provide some sort of incentive for the golf management company to cut corners to keep it as low as possible to shift their ability for an incentive fee payment. So, the Board felt that it was much more beneficial to the District and its residents to tie that incentive to operation revenue. Terry, you are exactly right, you can tie it back, but it has to be for revenues or expenditures.

Mr. Zimmer: I think it's important to point out that in Exhibit B, part of that criteria is achieving on the F&B side, a percentage of revenue at a certain level and cost of goods sold at a certain level. Presumably if you are exceeding revenue and are achieving those metrics set out within Exhibit B, then you would be achieving profitability and you would be ahead of what the budgeted bottom line would be. So that is how you build in the entire tier of the incentive plan.

Ms. Murphy: So, there's really a situation where they could financially meet the dollar amount, but then fail on the measurement standards so that the incentive bonus would not be paid because they didn't reach the percentage of the measurement standards.

Mr. Zimmer: That is correct and that's how it's structured. Achieving revenue is Step 1. Step 2 is meeting the requirements, which are outlined in Exhibit B. So, you have to meet at the minimum "X" percentage and better your performance more of the incentive you are able to learn. That is how it is set up.

Mr. Piersall: What if our costs exceed gross revenues and we are in the negative?

Mr. Fox: It is based off of the budget so presumably on the golf side, you could budget to be profitable and on F&B side, the adopted budget could be not profitable. This is based on revenue in the matrix in Exhibit B, presumably as long as they are achieving the budget.

Mr. Piersall: Lindsay, if there are constraints, due to IRS regulations, would it make any difference, instead of looking at it in this perspective, looking at it as a simple commission like a salesman makes?

Ms. Whelan: No. We actually have very competent Bond Counsel that the District retained for its bond financing and Bond Counsel ensures that the District has a structure that follow Federal tax regulations so that is what District Counsel agrees with. This is a fee structure that conforms with Federal tax laws so that is what was suggested to the Board to approve.

Mr. Snell: What we are looking at here is a simple change in this proposal from a committee, which is not going to work properly to a different group.

Ms. Adams: Yes, to a scorecard being presented to the Board.

Mr. Snell: Right. A scorecard being presented to the Board and making it where it is important to understand. Frankly, I think the Board had more input put into it under this system than we would've had under the committee system.

Ms. Murphy: I agree.

Mr. Snell: So, when we talk about District Staff and clarity, is the Golf Course Board of Supervisor representative a little more involved?

Ms. Adams: District Staff would be happy to work with Claire if that is the direction of the Board, but just to reiterate what Lindsay presented to the Board earlier, this is all quantitative information. The exhibit was purposely written so there is not a lot of subjective nature to it. Then it's presented to the Board. There are specific calculations and certainly Claire would be involved with that process to the extent the Board wanted that to happen.

Mr. Snell: I think we need to move forward on this so we can get a better system in place and let the rest of the agreements stand. That is what the Board agreed to. I personally don't want to enter into a new contract that Indigo Golf may not be willing to move forward with and then we are stuck. I think we have a good contract. I think we have a good company. By the cooperation that Dan talked about earlier, they are doing everything that they can to make this community better and to provide what we need. We need to move forward. I had a conversation yesterday about the F&B industry and how every restaurant in this country was hit by COVID. As Claire pointed out earlier, if you look at the numbers we generated, we would've been on track. If it was not at the time BCG was in place, it is whatever somebody else did to them. They didn't have any control over it. So, I would like to see a motion to approve this change and move on. Jim, those were good questions.

Mr. Craddock: This is a learning experience for the Board Members as well as Indigo Partners. We were living with this document when we approved it a year ago. It was all new to us

and I don't think we understood it at that time to the level we understand now. Those are valid questions. I agree with you. What I heard was reassuring and I agree. I think we need to move forward on this exactly as it has been presented.

On MOTION by Mr. Bishop seconded by Mr. Craddock with all in favor the Second Amendment to the Golf Course and Food and Beverage Management Agreement was approved.

**E. Discussion Items**

**i. Regarding Ownership of Sales Center**

Mr. Snell: I am going to have Tricia take this item since she has been working with FLC.

Ms. Adams: Lindsay received communication from FLC regarding an official inquiry. As the Board of Supervisors is aware, FLC currently owns the Sales Center on the opposite side of Arlington Ridge Boulevard from the Administrative Offices in Village Green. FLC listened to prior Board discussion regarding some discussion with the transition of the HOA. They indicated if the District is interested in purchasing the Sales Center, they would take a serious offer seriously. The first step to that may be the consideration of an appraisal of the building. The building has not been appraised. Before I turn this over to Lindsay, I would like to say that I worked with the City of Leesburg Planning and Zoning, regarding potential use of the Sales Center and what would be appropriate in terms of zoning and particular uses within the AR community. The PUD does include the Sales Center. It includes quite an extensive list with a lot of elasticity. In essence, any activity that happens there that benefits the residents of this District, would be considered an appropriate use of that building. For example, if the Board wanted to take that over and turn it into amenity spaces, that would be appropriate. If the Board wanted to purchase the building and turn that into office space, that would be appropriate. If the Board wanted to take that building over and turn it into space that could be leased out for certain services, for example, a tax accountant, pharmacy, whatever that was, as long as it benefits the residents of the District that would be considered to be an appropriate use of the building. Lindsay, I don't know if you had any particular comments that you would like to make regarding the next steps, if the Board is interested in further information, the cost of the appraisal, etc. if FLC would be willing to share in that expense.

Ms. Whelan: I would be happy to explain that. Tricia went over the basic facts- that FLC is aware of that the District has asked in the past about whether or not it would be amenable to sell

the Sales Center to a private entity. FLC actually reached out to say that they would consider discussing this matter with the Board. The first issue is to determine whether or not the Board is interested. I've been doing a little bit of due diligence in determining whether or not it's a true fit. So, we can do that one of two ways. We can either obtain proposals from certified appraisers or if the District Board might want to move a little faster, you can perhaps authorize staff in consultation with the Chairman to obtain a proposal and get that process going in advance of your next Board meeting. Either is fine. In talking to FLC, they would prefer perhaps an end of year 2021 closing. Like I said, either approach is fine. We are not in a situation where we need to rush anything. We can do it in advance of the next Board meeting. So, if you would like for us to obtain proposals, that would be fine. I actually contacted one of my colleagues at HGS who handled the closing on the golf course property for names of Property Appraisers that he would perhaps recommend. I'm not sure what specific amount, but generally seeking an appraisal is usually a couple of thousand dollars. It's not a huge big ticket item and it is something that can be accommodated within the current budget because we are working under budget in other areas. We heard from the Tricia earlier whether FLC would be interested in splitting the cost of an appraisal. They are not interested in splitting the cost of the appraisal because it's not consistent with Florida Law and how normal real estate transactions work. Normally, it is the buyer of the property that pays for the appraisal, so they prefer to keep it consistent with the way other transactions happen. So again, the appraisal is not a big ticket item. At this point, I'm happy to answer any questions. Ultimately, we are just looking for discussions on the Board's direction as to whether you want to obtain proposals for the January meeting or work with your Chairman to get an appraisal for your January meeting.

Mr. Snell: Let me clarify something just before you ask a question. At this point, are we the only ones that they are talking to as far as you know?

Ms. Whelan: No, I can't say with absolute certainty that we are the only ones that they are talking to, but I know in my conversations with them, they planned to reach out to us first. So that doesn't necessarily mean that they aren't speaking to anyone else, but I know that they wanted to make sure that the District basically had first dibs in terms of a discussion to decide one way or the other before they went too far down the road with anyone else.

Mr. Snell: For the golf course, we had a Memorandum of Understanding. Do we need that or a Right of First Refusal?

Ms. Whelan: Yes. In my personal opinion, I don't think that is necessary at this point because you need to tell us whether or not we want it. So, if this is something that the Board wants to undertake, we can bring proposals back to the January meeting. I think at that point we have to initiate something, but we will be looking to start negotiating the Purchase and Sale Agreement.

Mr. Snell: If the Board decides that we are not interested, is there anything that would keep someone from putting in a competitive bar or restaurant or whatever in the middle of our community?

Mr. Bishop: Probably not because that would service the residents.

Mr. Snell: So, we are kind of in the same situation as the golf course and someone coming in and putting in new condos. They are similar situations.

Mr. Piersall: If I was selling my home, I would have an asking price. Why do they not have a price that they want to just tell us? I looked on the Property Appraiser website, and the assessed value is \$173,529. The land value is \$28,270 as of this year. They paid \$3,101.61 in taxes on that building. So basically, we don't know what the assessed values were on the market value, but I don't think it's more than 20% higher. I have a moon shot wish for the building. I think we should buy it.

Ms. Whelan: Keep in mind, when purchasing a commercial building or a golf course, you don't have a general price per square foot like with residential properties. For something like a golf course, you need a professional to tell you how much the value is because it is a different animal than the traditional residential real estate transaction. That's why staff is suggesting obtaining an appraisal to help determine the value. I'm not a certified Property Appraiser.

Mr. Piersall: That being said, in your discussions with them, did they ever mention that we would purchase it and they would like to lease a portion back for a temporary sales office?

Ms. Adams: Yes. I apologize for interrupting, but I did want to state for the record that FLC has been persistent in their communication with Lindsay and me. For any sale, they would like to have the option of leasing space back for the purpose of a real estate resale office.

Mr. Piersall: I would veto that.

Mr. Snell: Why would you not want them back in that space?

Mr. Piersall: Because their idea is that they are going to have good marketing here for resale, but as you ride through this neighborhood, they don't get many resales. There are all sorts

of signs out there. People have a truly bad taste. If we had to, I would say, "*Short-term lease.*" I think the best thing for us is to let them to pack up and leave.

Mr. Snell: Right now, that's their condition and I think we need to look at whether or not they are interested. That's a matter of course of how we pursue. The length of term for that would be a matter of course. Right now, I wouldn't be opposed to having a resale office in there. A lot of resales are going on in here and if they want to pay us, they have office space. That is a revenue stream. What does it matter to us as long as they pay their lease? It doesn't matter to us.

Mr. Piersall: I think we are in a very good position if we want to buy this building. I don't think it's marketable to the public. As it is, you can cut it and retrofit it.

Mr. Snell: Correct me if I'm wrong, but they basically have three options; sell it to us, sell it to someone else or shutter it. In my opinion, we definitely don't want the last one because then it becomes an eyesore. So, I think we need to pursue this. I'm not advocating that we rush into it. I'm good with the slower process. I would rather get appraisals and bring them back to the entire Board rather than trying to do it with staff and then me. I really don't want to go that route.

Mr. Bishop: I understand what Jim is talking about. If you lease it back, the way that building is constructed inside, what are we going to do with the rest of it?

Mr. Piersall: There are a lot of designs for the Sales Office.

Mr. Bishop: I think at this point, the question is whether or not we are interested in buying a building.

Mr. Piersall: Yes.

Mr. Bishop: What I would like to propose is that we take Lindsay's suggestion and have her and staff bring back proposals from certified appraisers for the January meeting. I think there are some constraints because of the location and so on. I agree with that, but I think for the Board Members and peace of mind, we need somebody else to tell us because if we pick a value of \$10, residents are going to say that we paid too much. So, we need a professional to tell us what the value is based on all of the factors.

Mr. Bishop MOVED to authorize staff to obtain three proposals from certified appraisers on the value of the sales office and provide at the January meeting and Mr. Piersall seconded the motion.

Ms. Murphy: How long is the appraisal going to be good for?

Mr. Bishop: Appraisals are based on a given date.

Ms. Murphy: So, are we jumping the gun spending a few thousand dollars to get an appraisal now that is not going to be good in November if we decide to buy it in November?

Ms. Whelan: No. We need the appraisal now because we need a value for the Board to determine whether or not they are interested in moving forward. Hypothetically, say the Board decides to move forward at the February meeting, at that point, we would start to enter into a Purchase and Sale Agreement. So, whether or not we would close later in the year, we would certainly have an agreement next year. I'm not going to worry about the appraisal being out of date. It is necessary for the Board to confirm whether or not to move forward, in my opinion. The other thing that I wanted to mention is that Mr. Erickson from FLC is on the phone today. I provided a summary, but he may be able to elaborate on other questions you may have.

Mr. Erickson: Just a couple of quick responses. I think Lindsay and Tricia did a good job of summarizing. Our request was to just to open the door and have the discussion because we wanted to get this on your radar screen because it takes a while for CDDS to contemplate the issues. Other questions raised are why we don't have a sales price. We can get there if the District has an interest and we would be happy to sit down and begin negotiations. The big difference between you selling your house and us selling this office building is we are not going to negotiate the sale at a public meeting, which is what we would be doing now. You don't have to stand up at the podium and tell someone how much you want for their house and have 1,000 people that votes on it. It's really something that we want to go through the process. We would love to have the District have an opportunity to take logical steps forward and not negotiate at a public meeting. Secondly, as far as use leasing out the building, there is probably a misunderstanding. We are interested in talking about that as one of the options. It's not a requirement. It's something that we have an interest in, but I can assure you that it was not for the building. It might be for some portion of the resale value. Again, that could be part of the discussion, if and when we have discussions. If it comes to February and March and the District says they are not interested, that's fine. We don't have to have the discussion. We really just wanted to discuss it now and get it done so the District has time to contemplate it.

Mr. Snell: Thank you, Art. Those are good comments. I apologize. I was under the impression that there was a requirement. Thank you for clarifying that.

Mr. Erickson: We would love to have discussions about the requirements if we get to the point where the District is interested on how we can keep an office there. If we can't get that done, then we would decide whether or not we negotiate a contract.

Mr. Piersall: If we get an appraisal and it is dated February 15<sup>th</sup>, but the actual sale doesn't happen until October or November, whoever does the appraisal, can we get them to update their appraisal and not charge us twice for another proposal?

Ms. Whelan: The purpose of the appraisal is to determine the appraised value of this property and for the District to then determine based on the information, whether to enter into a Purchase and Sale Agreement with FLC to sell this facility to us. That's the number you are using to determine whether or not to move forward and whether to enter into a Purchase and Sale Agreement. It is not something that we would be updating in the future.

Mr. Snell: It becomes a negotiation point, but not a set number. What they just said is absolutely right. We can't move forward and make an informed decision without information. Right now, we don't have the information to tell us whether we want that building, but we don't have enough information to tell us if buying that building is the right decision and we are not going to know if they are interested. If we don't move forward through a process, you'll never decide.

On VOICE VOTE with all in favor authorizing staff to bring back three proposals from certified appraisers on the value of the sales office was ratified.
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Mr. Piersall: How do they know the comps of that building?

Mr. Bishop: The certified Property Appraiser has their resources.

**ii. Line of Site and Traffic Flow Issues**

Mr. Bishop: Prior to the meeting, I handed out diagrams to the Board Members. I would like to draw your attention to the one on the top right-hand corner that is #1. Over the last several months, there have been concerns raised about line-of-sight issues as you round the curve at White Plains Way. The top of this copy of north and the AR golf course is on the corner. Where I'm talking about is where the golf cart path crosses at White Plains Way going towards the 10<sup>th</sup> tee. In that area is Bedford Way, which is part of the route for the golf cart path. Presently that is a two-way street. If you are coming so you are facing the golf course amenity area and Village Green on Bedford Way, the vegetation on Tract E is blocking the line-of-sight of cars coming around that corner. Some vegetation was removed from there and the Viburnum hedge there was trimmed

down; however, it didn't solve the problem. There are proposals to remove more vegetation there. My concern is that we can keep cutting it until we clear cut that entire tract, but I'm not sure that is going to solve the line-of-sight issue. Because if you look at the next lot immediately to the left of Tract B, there is an inverted L there. That is where I estimate that the building that would go on that lot, will be constructed. Like I said, even if we took everything down, that building is going to be there probably for the next few months and there is still going to be a line-of-sight issue. At this point, it is just going to the District Engineer to find out if it is possible to make Bedford Way a one-way street going the other way so people are not trying to exit Bedford Way where the line-of-sight issues are. It only actually affects six homes. The home on the north side of Bedford Way, their garages are on the White Plains Way side and their screen porch is on the back. So only six homes are facing Bedford Way, one of which is already constructed. That's all I'm asking for at this point, which is just to give staff direction to go to the District Engineer to see if it's possible through the City process to make this a one-way street.

Mr. Snell: My wife and I almost had three head on collisions going around the curve on White Plains Way because of the shrubbery/hedge that's there. It serves no purpose to the beautification of the community. I had numerous residents and golfers concerned about people coming around that curve in both directions in a car. It won't totally eliminate everything because of the buildings, but it would sure help. It is very much a safety issue to have that hedge there and I want to see it removed. I've been after it for a long time. I tried to tell people that it's a problem. I talked to a resident the other day who is very short. People that are short can't see other cars in the road coming around that curve. It is a dangerous situation. I just want that hedge removed. I'm not sure how making Bedford Way a one-way street solves that problem.

Mr. Bishop: I wasn't aware that is the problem, but even so, how does removing the part of the hedge that's parallel to the property line solve that problem? They are just part of the curve towards White Plains Way that is about 30 or 35 feet. I can see removing that. It might have some effect on what you are saying.

Mr. Snell: I'm sorry I can't see this, but there is a hedge right here that totally blinds you when you are in a golf cart.

Mr. Bishop: That's what I'm saying. The hedge actually comes all the way around here and then curves out here. I can see removing this part.

Mr. Snell: That part that is out there that's blocking the view as you come around this curve, is what I want to be removed. Too many people are complaining about it. Personally, we almost had a head on collision there three times.

Mr. Bishop: I can concede the curve part, not the part that is parallel to the property.

Mr. Snell: I think I know what you are saying on the other part and I request that be removed as well. I don't see what purpose the hedge serves. We can have some lower vegetation in that area and maybe beautify it, but that hedge just doesn't do anything, especially when you trim it the way it has to be trimmed.

Mr. Bishop: Whenever there is an inlet parallel to the property line, they serve a purpose. It is the same as anywhere a hedge serves a purpose. Aside from that, is there a problem asking the District Engineer to change the flow of traffic on that street? Because we can clear cut that entire tract and it would still be a problem with people trying to exit.

Mr. Snell: If you are heading east on Bedford Way coming out of AR heading towards the golf club, I totally agree with that.

Mr. Bishop: All I'm asking now is whether we give staff direction to ask the District Engineer if it is possible and what the process will be.

Mr. Snell: Are you looking for a motion or consensus?

Mr. Bishop: Consensus is fine.

Ms. Adams: I can take staff direction on this issue to bring back a proposal regarding the District Engineer's opinion and proposed cost for converting Bedford Way to a one-way street per the diagram presented by Supervisor Bishop.

Mr. Snell: Can we have staff take out the portion of the hedge?

Mr. Bishop: We will deal with that. We will get it done.

Mr. Snell: We appreciate that.

Mr. Bishop: I would also like the District Engineer to look at the second handout I provided, going down Arlington Ridge Boulevard to the White Plains Way #2 intersection. If you are coming towards Arlington Ridge Boulevard to White Plains Way, there is a stop sign. In my drawing, it's a red dot. If you are going approximately northeast on Arlington Ridge Boulevard, there is a stop sign, but if you are coming from the Village Green area on Arlington Ridge Boulevard, there is no stop sign. I would like for the Board to get staff direction to have the District Engineer look at the possibility of making that a three-way stop. I think it is a bit of a hazard now because what kind of

intersection have you ever seen like that, that only has two stop signs? One for the main through street and one where you stop. Also, I think if they had another stop sign there, it would be a speed deterrent because the last stop sign on Arlington Ridge Boulevard, is the one at the golf course parking lot. I think that helped slow down traffic. Again, I'm just asking if we give staff direction, to check with the District Engineer on the feasibility/possibility.

Mr. Snell: I agree with you. Unfortunately, I've seen too many streets like that. I think if the Board agrees to give staff direction, just do that.

Ms. Adams: Understood.

Mr. Snell: Thank you.

### **iii. Holiday Lighting for Fiscal Year 2021**

Mr. Piersall: I asked for the discussion of this item. I thought it would be appropriate on December 5<sup>th</sup> and 6<sup>th</sup> the collective angst from the community on social media was pretty high. I think now is a good time of year to start thinking about what we truly want for next year. I think one way to approach it is we have probably two weeks left to find communities and get a barometer of costs of what they have and what they paid. Anyone could submit a proposal. We had two proposals and were discussing it in September. I wasn't here at that time, but that's kind of late in the year. I understand that there is a budget process. The budget doesn't get approved until July, so we couldn't discuss it until after the budget was approved. It just seems for the last two years, this has been a main concern of residents. The temperature was elevated over the last year and it is elevated again this year. Honestly, in my opinion, those lights should've been put up the Wednesday before Thanksgiving because Black Friday is the true kick off to the Christmas season. The 9<sup>th</sup> and 10<sup>th</sup> of December, they were still stringing lights. They use the same cords you use when you move your alarm clock from one side of the room to the other it is a hodge podge. There is much to be desired and I just think at this time, we have the opportunity to do some research. We have two weeks to review other places to see what they paid and what they received. I was fortunate enough to get in touch with Windsong. They paid \$2,000. It is limited but very nice. I have a list of seven or eight other communities in Clermont, Minneola, and Leesburg that the vendor that did Windsong provided to me. He is a former technician at Disney. This is very much a niche business and I was told that the Board wants to own the lights. That is not the way the industry is set up. These guys come in with a contract for three years. I just think now is the time,

while it is hot on the stove, to think about how to approach this so we avoid the collective angst. Thank you.

Mr. Craddock: Emily, I know that we had issues with the electrical. Are we in that same situation? Is that why our lights don't stay on?

Ms. Roslin-Grimes: There is definitely electrical work to be done at the entrance. This was something that Supervisor Piersall and I talked about when discussing the holiday lighting. Whoever the Board directs to do holiday lighting for 2021, will come out and assess the work that needs to be done and hire an electrician to get work done. That has not been done for the front entrance. There is a lack of appropriate GFIs and hookups for holiday lights at the entrance. I know for a fact, Jim just recently talked with this other vendor and actually went out and reset this guy's lights. So, it's not a matter of you coming home to your own personal house and you have a strand out or a GFI that tripped. Without having someone on the property 24/7 watching those GFIs, that is going to happen. Another factor is that the industry standard for holiday lighting is a 48-hour response time. The guard shack and I have a system. They let me know when the lights are out and I contact the vendor as quickly as possible. Within 48 hours, they are reset. Granted if we get a huge rainstorm tonight and they reset them today, it doesn't guarantee that they are going to hold up again through that rainstorm tomorrow. They can weatherproof, tape the electrical lines or put bags over systems, whatever may be necessary, but there is no foolproof method. We use a system of marine grade lighting at Village Green. Those lights have only been purchased for Village Green. We have not switched all remaining systems here at AR to marine grade systems.

Mr. Piersall: Most of these vendors are just holiday vendors. They have their own supply of LEDs, which they supply, install and take down. I spoke to Joey before I went out and he said to me, "*Are you going out there when it is raining? My lights might be out.*" I said, "*Well if they are, tell me where the reset is on the GFI and I will set them for you,*" which I did. I went out there and with a simple push of a button, reset them. If the guard calls me, I would be happy to run over there with my golf cart, push the button, reset them and get the lights back on. There are guys that remove GFIs. This is unthinkable in electrical during Christmas season. They remove them when the lights go up and reinstall them when the lights come down. I've been told under National Electrical Codes that there is a slight variation to that. We can legally do it. Like if a carnival comes to town and you have all outdoor lighting, they give you an exemption for a limited period of time. It really is a simple fix. You just push the button. I personally think we have a line item in our

budget for landscaping. I think those Magnolia trees should be cut down and replaced with four or five Palm trees. We are not in Leesburg, Virginia. We are in Leesburg, Florida. Those trees are very hard to decorate, but you are not going to get that jaw dropping splendid, marvelous, excellent stupendous vibe off of those trees. It's not going to happen.

Mr. Craddock: We've had that vibe on those trees.

Mr. Bishop: I agree. There are many problems with the situation this year and I agree that we need to investigate other vendors. The vendors that I dealt with the past that do this, actually will come in and have an army of people. They give you the date that they are going to be there and before they leave that day, the entire place is done. Then whenever they are going to take it down, they pack it up, haul it away and store it until next year. I think that's the type of service we need to investigate. It's not cheap, but I think it would be too much more than what we pay now. That is evident. Also, I think that we need to look at the electrical situation. That's been a problem in the past. If there's some way to temporarily bypass the GFIs, I think that these are solveable problems, but if we can't get lights on the trees, whether there is electric there or not, doesn't matter. We need to get prices earlier than later because then we can work that into the next fiscal year budget. I don't know if it's possible, but whenever they take this lighting down, are they going to store it or are we going to store it?

Mr. Piersall: They store it.

Ms. Roslin-Grimes: It would be something that the Board would have to decide on. We own every piece of equipment that is currently installed here at AR. It would be stored behind Fairfax Hall.

Mr. Snell: Every light that has been strung?

Ms. Roslin-Grimes: Every light that was strung this year, we own.

Mr. Snell: Was it purchased this year or we owned in the past?

Ms. Roslin-Grimes: Yes, we have owned them previously.

Mr. Snell: Their contract said they were going to start on November 16<sup>th</sup>. When did they actually start?

Ms. Roslin-Grimes: They started on the 16<sup>th</sup>. The only reason they were back out after the Thanksgiving holiday was due to the unsatisfactory job they did on the Magnolia trees.

Mr. Bishop: And reindeer.

Ms. Roslin-Grimes: Correct and the reindeer purchase. We purchased reindeer this year. This is something that we owned previously. Another additional purchase were the exterior lights for Lexington Spa and the social hall that was not previously lit in previous years.

Mr. Craddock: So, the decorations we previously had, we did not use.

Ms. Roslin-Grimes: We did. Those were casualties of the improper storage at the storage trailer and the casualties of rodent infestation.

Ms. Adams: The deer were borrowed from last year's vendor.

Ms. Roslin-Grimes: We had them last year, but they were borrowed from the previous vendor that the District had.

Mr. Craddock: Another issue we have to deal with is the storage. As you and I talked about in the last couple of days, the banners on the light posts those are gone this year because they were improperly stored.

Ms. Roslin-Grimes: Correct. There were some items that were continually stored in the storage trailer. We have since moved everything here, but as Bill and Jim both said, a majority of holiday lighting vendors store the equipment offsite in a separate facility. If there is any damage to those pieces, they do replace them. That is something that the District with direction to staff would be to develop a scope and a threshold of spending on holiday lights for Fiscal Year 2022 and then go out for proposals if this Board wanted to develop a look. That would have to be included in that scope of work as well.

Mr. Craddock: I agree with what Jim said. I don't think we need to be in the business of storage because we can't do it properly. We need access from a capital perspective. We have to buy new because we didn't store anything.

Mr. Piersall: This is a niche business and they dictate how it runs. It was a big thing over December 5<sup>th</sup> and 6<sup>th</sup>. I would be happy to ride around this community and other communities to see what you are getting for the bang for your buck.

Mr. Craddock: Emily raised an issue in our discussion. Do we need a Board member to champion this to direct staff?

Mr. Snell: Yes, we do. We also talked about it.

Mr. Piersall: I would love to lead this. I'll do it.

Mr. Craddock: You did all the research.

Mr. Snell: To me it's an event and that is where it should fall under. Thank you for volunteering.

Ms. Adams: Mr. Chairman, I understand the desire to defer discussion of the Pavement Management Program until the January Board meeting. I have been holding off on paying the vendor who prepared that report. They provided the report at the end of November. Would it be feasible for Board Members to provide any comments or questions in writing in January, so I can get responses and finalize payment to the vendor?

Mr. Snell: I think that's a reasonable request.

Mr. Craddock: I can give you feedback right now. It is hard to read the maps and graphs. Can we get them enlarged?

Ms. Adams: Yes. I'll send the Dropbox file to all Board Members, which is a large file. That way when you open it on your computer, instead of it being a reproduced generational PDF, it will be the original file. When you enlarge it, it's very clear.

Mr. Craddock: Thank you.

Ms. Adams: Your January meeting falls on January 21<sup>st</sup>, so if I can get comments and questions by January 7<sup>th</sup>, they can be incorporated.

Mr. Snell: Does anyone have a problem with January 7<sup>th</sup>? Hearing none,

**SEVENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Supervisor Requests and Audience Comments**

**Supervisor Requests**

None.

**Audience Comments**

None.

Mr. Snell: Are there any other comments? Hearing none, I will entertain a motion to adjourn.

**NINTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Craddock seconded by Mr. Bishop with all in favor the meeting was adjourned.

  
Secretary/Assistant Secretary

  
Chairman/Vice Chairman