

**MINUTES OF MEETING  
XENTURY CITY  
COMMUNITY DEVELOPMENT DISTRICT**

A meeting of the Board of Supervisors of the Xentury City Community Development District was held, Thursday October 11, 2018, and called to order at 10:30 a.m. in the Viewing Room at the Gaylord Palms Resort & Convention Center, located at 6000 West Osceola Parkway, Kissimmee, Florida.

Present and constituting a quorum were:

Owen Beitsch  
Chris Liew  
Todd Persons

Chairman  
Assistant Secretary  
Assistant Secretary

Also present were:

Gary Moyer  
Scott Clark  
John Florio  
Dimitri Toumazos

District Manager  
District Counsel  
District Engineer  
Xentury City Development Co.

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Moyer called the meeting to order.

Mr. Moyer stated the record shall reflect we have Supervisors Beitsch, Persons and Liew present, which constitutes a quorum of the Board.

**SECOND ORDER OF BUSINESS**

**Public Comment**

Mr. Moyer stated Mr. Toumazos is with us, he is the only public other than staff. Mr. Toumazos do you have anything for us?

Mr. Toumazos responded as a general comment, I want to advise the Board that the County has approached us, that they want to install a sidewalk from where 417 crosses International Drive up to the Gaylord Palms. It would be on the west side of the street and encumber some property on that side owned by the CDD. We have not come to an agreement. It is still preliminary, I just wanted to advise the Board.

Mr. Liew asked it is on the easement?

Mr. Toumazos responded we do not want to give them the land. We do not want to dedicate the property.

Mr. Liew asked is it on both sides?

Mr. Toumazos responded no, just on the west side, because that is where the people come from.

Mr. Florio stated it is the sidewalk from 192 up to the north boundary near the Walgreens and it stops. It picks up again at the southeast corner of this property, where it wraps around the property. They are trying to bridge the gap. The tracts Mr. Toumazos is discussing were retained on the plat by the District for our intended uses. We can obviously give permission, and as you would expect Osceola County, like the District, is benefited by sovereign immunity. Therefore, we may want to get some indemnity if we have given them something so that we do not get brought into an issue they may have on a sidewalk.

Mr. Beitsch stated it appears to me we want to be indemnified. To make sure I understand, you said you do not want to dedicate it. Are you prepared to give them an easement? When you say dedicate, do they want to acquire it in fee?

Mr. Toumazos responded they have not said that nor have they offered anything. It is not our intent to dedicate it, to transfer title to the property, but it is preliminary right now.

Mr. Florio stated if plans were approved as constructed without the sidewalks expecting future developments, there are some items. As an example, if we move forward with this, there are some locations where we have established median openings and turn lanes, that we would want to make sure the sidewalk was thickened and things like that. We have some cattle gates now we are using, off the ramps, that we want to make sure we do not get blamed for breaking up a sidewalk and those kinds of things.

Mr. Toumazos stated we also want the ability to develop along there and not be restricted. Wherever we want to do something, we should have the ability to create another opening, to redo the sidewalk because of development.

Mr. Florio stated that is why we have kept control.

Mr. Beitsch stated it seems to me we will retain an easement, where we are indemnified to keep control over everything. I thought we had a utility easement that basically ran along the right-of-way.

Mr. Florio stated there are easements along that same right-of-way, and the proposed alignment of the walk that the county presented both meanders in our property and in that easement. There are some conflicts they are working around and through with their designs. Again, they have not approached Mr. Toumazos with anything formal. He received the request, he sent the plans to me, which we looked at, and talked. I just wanted to let you know it is in play because technically you are in control of that land.

Mr. Beitsch stated if I were advising Osceola County and the Public Works Department said what do you think, my comment would always be the same. Why do you want to own this?

Mr. Toumazos responded I understand.

Mr. Beitsch stated I think I have better ways of using my money than owning anything. I would like to make a public comment if I may because I always think it is important to start a meeting off this way. For the record, the meeting was properly noticed. It specifically indicated the meeting would be in the Viewing Room of the Convention Center at the Gaylord starting at 10:30 a.m. I mention this in particular in this case because Mr. Clark and I almost could not find the room despite the signage. I think it is important to know that it was very obviously displayed with directions. This was intended to be a positive statement.

### **THIRD ORDER OF BUSINESS**

### **Approval of the Minutes of the July 16, 2018 Meeting**

Mr. Moyer stated each Board member received a copy of the Minutes of the July 16, 2018 Meeting, and requested any additions, corrections or deletions.

Mr. Moyer stated before I ask you gentlemen on a motion for the minutes, you may recall that we struggled a little bit, I did frankly, with the Seats we were putting various people in. Having recognized what was in my agenda package and what was in your agenda packages were two different things, we researched it to ensure we have the right people in the right locations, so let me enter that for the record, an amendment to the minutes of the July 16<sup>th</sup> meeting exactly who is in which Seat and when their terms are expiring.

Mr. Beitsch stated for the record, I was re-reading the minutes and I was hoping we could confirm or clarify that.

Mr. Moyer stated Mr. Smith occupies Seat 1 and his term expires in November 2018. There will be a landowners' meeting, and Mr. Toumazos and I will discuss a good date for that meeting. Mr. Beitsch occupies Seat 2 and his term will end in 2020. Mr. Liew occupies Seat 5 and his term

will end in 2020. Mr. Persons occupies Seat 3 and his term will end November 2018. Mr. Baker occupies Seat 4 and his term will end November 2018. Three people will stand for election in this election cycle. We are still under the landowners' election, because we do not have any registered voters. When the landowners' meeting commences sometime in November, the landowner will most likely be represented by Mr. Toumazos, and he and I will meet. It does not need to be a Board meeting and he will cast his ballots for those three seats. I just wanted to get that into the record.

Mr. Beitsch stated there were other items in the minutes which suggest we were not concerned about who occupied the Seats because the terms of expiration were the same. I know we drew a distinction between who was sitting in which Seat, but I think we agreed, despite the fact they were assigned to a Seat, it did not matter because it turned into the same, and now you are saying the terms end differently. I think the question I posed to Mr. Clark is significant, especially before we adopt a budget, do we have any issues we need to reconcile besides setting the record straight?

Mr. Clark responded since it is done by appointment by this Board, the Board has the same power to set the record straight as it did to make the initial appointment. I would make a motion to approve the minutes, but let us just be sure the Board ratifies the assignment of seats from the prior meeting.

Mr. Beitsch asked should we do that as a separate procedural item on the agenda?

Mr. Clark responded we can. If you want to give it some more formality, we can handle it as a simple motion.

Mr. Beitsch stated I think we are about to impart on some serious business and we have gone to a lot of trouble to set dates and bring things forward. It just seems to me it is probably prudent.

Mr. Clark states prior to adopting the minutes we should have a motion ratifying the Seat assignment for the two supervisors who were appointed at the July meeting, Mr. Smith and Mr. Liew, so the correct Seats are just so that we do not confuse it anymore.

Mr. Beitsch stated Mr. Liew would be Seat 5 expiring November 2020. Mr. Smith has Seat 1 expiring November 2018. We can go through the rest of them as necessary.

Mr. Moyer stated there are three people who stand for election.

Mr. Clark stated the motion I want is actually addressed to the two appointments. The motion would be to ratify the Seat assignments of the Supervisors appointed in July.

Mr. Beitsch stated Mr. Liew is Five. Mr. Smith is One.

On MOTION by Mr. Persons, seconded by Mr. Beitsch, with all in favor, Mr. Chris Liew shall occupy Seat 5, expiring in November 2020, and Mr. Kenneth Smith shall occupy Seat 1, expiring November 2018.

Mr. Clark stated let us go back to the Minutes and approve them with that change.

Mr. Toumazos stated I have one change also. On the first page, where it shows who is present, it shows Mr. Nick Pope as affiliated with Bryant Miller Olive, he is with Xentury City Development and is our CEO.

Mr. Beitsch stated I have a couple of other corrections to the minutes too. On Page 2, it states, Mr. Beitsch stated I would like to make a public comment for the record or for the benefit of the record, either or is acceptable. Next line should be, I am assuming the updated or corrected room, in which we are in was properly noticed. Most of this second line needs to go away. On Page 15, certain words have been put in italics. I did not want to give them more importance than the record really reflected. Is there some reason those appear in italic?

Mr. Clark responded I do not see any reason for those to be in italic.

Mr. Beitsch stated the subject is correct.

Mr. Moyer asked are there any other changes?

Mr. Toumazos responded change on Page 1 under the Second Order of Business, strike the fourth word.

There being no further additions, corrections or deletions,

On MOTION by Mr. Beitsch, seconded by Mr. Liew, with all in favor, the Minutes of the July 16, 2018 Meeting were approved as amended.

**FOURTH ORDER OF BUSINESS**

**Public Hearing for Adoption of the Fiscal Year 2019 Budget**

**A. Fiscal Year 2019 Budget Discussion**

Mr. Moyer stated the Fiscal Year started on October 1<sup>st</sup> and will run through September 30th, and that material was included in your budget. We discussed the budget back in July when we met for all practical purposes. It is the same budget we have been operating under for a number of years, the total being \$25,079. The meeting was advertised as a Public Hearing. At this point, before we have Board discussion, we should open it up for any public discussion.

Mr. Beitsch stated we extended the Developer's Funding Agreement. I had not actually determined whether any money was expended under that. I suspect the answer is that no money was spent so the budget does not need to be adjusted in any way to account for that.

Mr. Moyer responded that would have been in your updated financial reports, but there were financial transactions.

**B. Consideration of Resolution 2018-03, Adopting the Fiscal Year 2019 Budget**

Mr. Moyer stated Resolution 2018-03 actually adopts the budget for the Fiscal Year. It is in your agenda package, and the form of funding of the budget will be through a Developer Funding Agreement, which is referenced on Page 3 of this Resolution. We need a motion for that Resolution.

On MOTION by Mr. Liew, seconded by Mr. Persons, with all in favor, Resolution 2018-03, Relating to the Annual Appropriations of the District and Adopting the Budget for the Fiscal Year Beginning October 1, 2018 and Ending September 30, 2019, and Referencing the Maintenance and Benefit Special Assessments to be Levied by the District for Said Fiscal Year, was adopted.

**C. Consideration of Developer Funding Agreement**

Mr. Moyer stated it is a short agreement and is one that we have used really for most of the District's existence. It is straightforward, and has operated well for us. The Developer continues to fund the cost of the CDD, so we would need a motion approving the Developer Funding Agreement.

On MOTION by Mr. Persons, seconded by Mr. Liew, with all in favor, the Developer Funding Agreement was approved.

**FIFTH ORDER OF BUSINESS**

**Manager's Report**

**A. Approval of Financial Statements**

Mr. Moyer stated we have the financial statements through the end of August, and there is nothing unusual to report to the Board. Again, we are about \$4,000 under budget through the first 11 months of our Fiscal Year.

**B. Approval of Check Register and Invoices**

Mr. Moyer stated the check register and invoices were a part of your agenda package. If there are no questions, I would ask for a motion approving the check register and invoices.

On MOTION by Mr. Liew, seconded by Mr. Persons, with all in favor, the check register and invoices were approved.

**C. Approval of Funding Requests 148 Through 152**

Mr. Moyer stated this is what Mr. Toumazos and I were referring to when we said there were some financial transactions.

On MOTION by Mr. Liew, seconded by Mr. Persons, with all in favor, Funding Requests 148 through 152 were approved.

**D. Fiscal Year 2019 Meeting Schedule**

Mr. Moyer stated since we do not meet on a regular basis, we advertise that each of our meetings will be considered to be special meetings and separately advertised. For the purpose of the meeting, I would ask for Board approval to go forward with placing that notice in the newspaper.

Mr. Beitsch asked does that require a motion or is that just an administrative action?

Mr. Moyer responded it does not matter.

On MOTION by Mr. Liew, seconded by Mr. Persons, with all in favor, the Fiscal Year 2019 Meeting Schedule Notice was approved.

**E. Consideration of Landowners' Meeting Date**

Mr. Moyer stated we also need to set a Landowners' Meeting. It can be any time in November, and does not have to be on November 6<sup>th</sup>. As a matter of fact, for us to make the notice requirements we really cannot do that until after November 12<sup>th</sup>.

Mr. Toumasoz stated that is good because Mr. Pope is going to be gone until the 17<sup>th</sup>.

Mr. Moyer stated I do not know when Thanksgiving is, but it will probably be during that week.

Mr. Beitsch asked Mr. Moyer and/or Mr. Clark, do we need to be present for the Landowners' Meeting?

Mr. Moyer responded no. Do you want to shoot for the 20<sup>th</sup>?

Mr. Toumazos responded let me get back to you on that.

Mr. Moyer stated technically since the Board actually sets the Landowners' Meeting, the motion I am looking for would be to set it for a date in November, which is convenient for the Landowner once he communicates to me when he is available, and that is what we will advertise in the newspaper.

On MOTION by Mr. Liew, seconded by Mr. Persons, with all in favor, a Landowner's Meeting shall be scheduled in November 2018, as convenient for the landowner, as discussed.
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**F. Status Report on ADA Website Compliance**

Mr. Moyer stated in the back of your agenda package is documentation from Ms. Brenda Burgess, my Administrative Assistant for a number of years. Following up on the discussion we had at the end of our meeting in July, she contacted a company whose name is ADA Site Compliance. Although they generally charge a fee of \$20,000, she was able to convince them since all of our websites are basically the same, and the materials we put on them are basically the same, that they are going to prorate the \$20,000 fee. Our portion of that \$20,000 fee is \$500. In the interim, what we did was for \$199 there is something you may post on your website where visually impaired people know where to go to find information. That information advises them to contact Ms. Burgess to get any information they want or she could read it to them, until we have the opportunity to actually have this company audit our websites and come up with the appropriate software or whatever we have to do, but that would all be done under their contract for \$500.

Mr. Clark stated this is a really good number compared to what others are looking at. This is similar to what all of the Districts I am aware of are doing to address the issue.



Mr. Persons MOVED to approve the proposal from ADA Site Compliance to maintain the District's website in the amount of \$500.

Mr. Beitsch stated as a landowner supporting the activities through the Funding Agreement, I do not know if we ever amended our budget, we have entered the budget, and we have always been approximately \$3,000-\$4,000 below the budget. Perhaps this is not such an extraordinary expense that it needs to be recognized.

Mr. Moyer stated the way we do that, is at the end of the Fiscal Year, if we are over budget, we will come back to the Board at your next meeting in October or November. We have 60 days from the close of the Fiscal Year. If we go over the budget, we will come back and that is when you would amend your budget, to add whatever expenditures there are. Since this year we are going to be under the budget by approximately \$3,000 or \$4,000, there is no requirement to amend the budget. The line items can change, but the bottom line does not change.

Mr. Clark stated you have a \$1,500 contingency in your budget.

Mr. Toumazos stated when you say under the budget of \$3,000 or \$4,000, that is just the cost because revenues adjusted so the net is only about \$2,000.

Mr. Moyer stated that is correct.

Mr. Beitsch stated we probably need a motion to authorize you to actually implement this specifically, or maybe we do not.

Mr. Moyer stated Mr. Persons already made the motion.

Mr. Liew asked does it have to include just a case by some actuarial error that we are over the budget that we are contingent upon?

Mr. Clark responded we will deal with that at the end of the Fiscal Year.

Mr. Liew SECONDED the prior motion.

There being no further discussion,

On VOICE vote with all in favor, the proposal from ADA Site Compliance to maintain the District's website in the amount of \$500 was approved.

**SIXTH ORDER OF BUSINESS**

**Attorney's Report**

Mr. Clark stated I was just going to ask for an update of the item we just covered, so I do not have anything else.

Mr. Florio stated, my only issue is again with talking to Mr. Toumazos and the developer with the County on the sidewalk issues is that we will stay as involved as necessary.

Mr. Beitsch stated I am told the sidewalks are the single largest source of liability for CDDs, and they are approximately \$75,000 each as the average settlement. It is important in the negotiations that we get indemnities, and if we do not get indemnities in it, just let the County have it.

Mr. Liew asked are there any unusual obstructions in the path of the new sidewalk?

Mr. Toumazos responded they will have some utilities they will have to go around and they may need to do some grading to get ADA-compliant. The entire sidewalk will have to be ADA-compliant.

Mr. Liew asked how long is that?

Mr. Florio responded it is probably a quarter mile, maybe a little longer. It is wider, it is eight feet. We have also asked for design control over what it looks like to ensure it conforms with our development standard. It is a real construction project which is going to affect our property. They are going to have to re-sod and there are issues as they develop this thing, especially to make it ADA-compliant because the road is elevated and it back-slopes out into the pastures on both sides, so to add a walk that is compliant in some cases, may have to be re-graded and filled to get it flat because they are required now to have at least a two-foot flat area on the outside of the walk before they even start the slope. The criteria for sidewalks is the number one source of liability.

Mr. Toumazos stated I am not sure what motivated the request but this has come up three times now in the last 10 years or so. This is the second time the County approached us, two years ago it just faded into the sunset for lack of action on their part.

Mr. Beitsch stated I understand the request, the disconnect between the responsibility, liability and cost. It seemed to be pretty simple on the face of it, depending on who actually asked a simple question. I just do not realize that it comes bundled with all these other items. I do not know why they want to own this thing.

Mr. Clark stated they may not want to own it, but we do not want them to own it for many other reasons.

Mr. Moyer stated we do want them to maintain it.

Mr. Beitsch stated absolutely.

Mr. Toumazos stated they can own and maintain the sidewalk, but the dirt it sits on is another thing.

Mr. Beitsch stated last time we spoke briefly about the Gaylord expansion. Do we know any more about that?

Mr. Toumazos responded they say it is underway, they have started the first phase which is the parking structure on the south side of the building. Given all the construction they are doing, there are only going to be net plus 200 parking spaces. That should be complete around March, and from that they will segue into the room and meeting space expansion. There will be 300 rooms and 60,000 square feet of meeting space. Half of it is meeting space, the other half I believe is an expansion of the large ballroom. Right now it's approximately 45,000 square feet.

Mr. Persons asked is that public information?

Mr. Toumazos responded yes.

## **EIGHTH ORDER OF BUSINESS**

### **Supervisor Requests**

Mr. Beitsch asked has anyone here made an effort to log in and get their Xentury email? Were our meeting announcements distributed to us by the Xentury email?

Mr. Moyer responded all of this material is on the website.

Mr. Florio asked is your question whether or not your agenda book is being emailed to your new Xentury City email account?

Mr. Beitsch responded it is whether my colleagues as Board members have been taking advantage of that for distribution or other information, and the answer seems to be no. It might be helpful if your IT people perhaps would remind everyone. The other thing I thought I would mention is Mr. Liew, you and I have not cashed our last two checks.

Mr. Liew responded I think I just deposited it.

Mr. Beitsch stated I just thought I would call that to your attention.

## **NINTH ORDER OF BUSINESS**

### **Audience Comments**

Hearing no comments from the audience, the next order of business followed.

October 11, 2018

Xentury City CDD


**TENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Mr. Liew, seconded by Mr. Persons, with all in favor, the meeting was adjourned.

  
Gary Moyer  
Secretary

  
Chairman