

MINUTES OF MEETING
DEER RUN COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Deer Run Community Development District was held Wednesday, January 28, 2026 at 6:30 p.m. at the Island Club, 501 Grand Reserve Drive, Bunnell, Florida.

Present and constituting a quorum were:

Gary Garner	Chairman
Franklin Gates	Vice Chairman
Barbara DeSantis	Supervisor
Melissa Tabares	Supervisor
Gary Masten	Supervisor

Also present were:

Matt Biagetti	District Manager
Katie Buchanan	District Counsel via Zoom
Joey Duncan	District Engineer via Zoom
Natalie Clem	RMS
Rich Gray	RMS
Alison Mossing	RMS
Cheryl Palmes	RMS
Daniel Harvey	GMS
Dr. Alvin Jackson	City Manager
Joe Parsons	Community Development
Adrian Caldryn	City Planner
Dave Atkinson	City Commissioner
Pete Young	City Commissioner
Shane Ricci	D.R. Horton
Several Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Garner called the meeting to order, called the roll and stated we are going to change the way we do this meeting. On public comments on agenda items sometimes they make a comment and two hours later we get to the agenda item. When we get to an agenda item the

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board will discuss it and then we will open it for public comment and it will come back to the board.

Mr. Biagetti asked is that for each item?

Mr. Garner stated yes.

The next item taken out of order.

THIRD ORDER OF BUSINESS

**Bunnell Community Development Director,
Joe Parson**

Mr. Parsons gave an overview of the recently completed capital improvement projects, private projects both residential and commercial, and Mr. Caldren gave an overview of what the city planning department encompasses including the comprehensive plan for the city.

SECOND ORDER OF BUSINESS

Public Comments

Public comments were taken under each agenda item.

THIRD ORDER OF BUSINESS

**Bunnell Community Development Director,
Joe Parson**

This item taken earlier in the meeting.

FOURTH ORDER OF BUSINESS

Bunnell City Planner, Adrian Caldren

This item taken earlier in the meeting.

FIFTH ORDER OF BUSINESS

Plaque Presentation to The Reserves Band

This item tabled.

SIXTH ORDER OF BUSINESS

**Ratification of Audit Engagement Letter with
Berger Toombs Elam Gaines & Frank for
Fiscal Year 2025 Audit Services**

On MOTION by Mr. Masten seconded by Mr. Gates with all in favor the engagement letter with Berger Toombs Elam Gaines & Frank to perform the fiscal year 2025 audit was ratified.

SEVENTH ORDER OF BUSINESS

Consideration of Proposals

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A. Yellowstone for Woodline Cutbacks

This item tabled.

B. Chair Sling Replacements on Pool Deck

After the presentation and input from the public, staff was directed to stack and cover the chairs during the off season to help preserve them and took the following action on the proposal.

On MOTION by Mr. Gates seconded by Mr. Masten with all in favor the proposal for 30 chair sling replacements in the amount of \$3,729 was approved.

C. Pump Repair

Mr. Gray stated unfortunately of the two motors we replaced in October that were covered under warranty, motor no. 2 has failed and is not covered under warranty.

After board discussion and input from the public dealing with ways to control use of the irrigation system to prevent overwatering, communication to residents perhaps by mail, incentive for using B-Hyve smart irrigation controllers, the board took the following action.

On MOTION by Ms. DeSantis seconded by Mr. Masten with all in favor the proposal from M and M Sales-Service for pump replacement with a five-year warranty in the amount of \$15,230 was approved.

EIGHTH ORDER OF BUSINESS

Discussion Items

A. Conveyances

Mr. Biagetti stated at our last meeting we discussed the right of way conveyances as well as the ponds. Shane Ricci of D.R. Horton has joined us tonight and Joey Duncan, our engineer is on the line. The board had tasked staff to inspect said roads in Phase 1A, 1B, 2 and 4, which we did along with Mr. Gates in early January. This is the board’s opportunity to have a discussion and if there are any questions Shane and Joey are the experts in this field.

Mr. Duncan stated we did the inspection of the roads and Mr. Gates had a good writeup that he sent us today. Two areas are gated and those areas are fine and can be accepted. Mostly it is the entranceway that goes up to their gates, which you could turn that over to the HOAs

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because they maintain those areas anyway. The areas that contain Sand Wedge past the amenity is good. One of the issues we have is the areas in red, the city has accepted most of that already and released the bonds. They are the ones the city wants to give back to us. The protections are gone on those because the city released the bonds. The exception to that is Phase 5, the city still holds the bond on it and it hasn't been accepted. The rest of these are in the city's hands and they want to give them back to us and from I can discern they want Horton to somehow erase the fact that they accepted them and turn them over to us. I used to work at the city and I don't want to cover up if I made a mistake and accepted them and shouldn't have, I would want the city to transfer them back, but that is up to the lawyer that is not an engineering decision.

Mr. Ricci stated the history on that is the roads were dedicated to the city on the plat. The property appraiser then contacted D.R. Horton to deed those roads to the city to match the plat so that the property appraiser website would be updated accordingly. Within the past month the city passed an ordinance redacting that deed. So, the ordinance put the roads back into D.R. Horton's name. Tonight, that is why we are discussing conveyance to the CDD or HOA. The CCRs allow D.R. Horton to deed those roads to the HOA. As Joe mentioned earlier today, it was always the intent that the CDD own and maintain the roads and that is the discussion we are having

Mr. Garner asked what is our legal standing? Do we accept the roads or let that be a fight between the city and D.R. Horton?

Mr. Ricci stated the city has already passed the ordinance.

Ms. Buchanan stated I think your choice is to accept the roads as the CDD or accept that the roads are going to go to the HOA. If the roads go to the HOA then the HOA will have to acquire insurance that it currently doesn't have. It could be a left hand right hand situation. We don't have a fight with the city about it; your choice is to accept the roads if you think they are in good condition or if you choose not to accept them understand they will likely go to the HOA.

Mr. Masten stated I don't think anyone should accept them without being guaranteed a warranty. We have Phase 4 being destroyed every day because they are still building Phase 5. Why would we accept Phase 4 when Phase 5 is not done and you are destroying the road with the trucks. I wouldn't accept Sand Wedge because you have a dip down here that has happened two or three times with no explanation. We will accept Grand Par at the end, we will take the entrances to the community gates. Grand Reserve Boulevard is being destroyed along with

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Grand Reserve Drive in Phase 4, but you want us to accept it with no warranty. If there is a warranty, and it is in writing and its bonded and protected to be repaved when you are done building and exiting the neighborhood that is fine.

Mr. Gray stated I contacted the City of Bunnell and they will be here next week for that dip.

Mr. Ricci stated if there is damage to the road then D.R. Horton will fix it.

Mr. Masten asked will they put that in writing?

Mr. Ricci stated we have a warranty bond for two years.

Mr. Masten stated that has been released. Going forward would Horton agree to warranty any work that they damaged as a result of ongoing construction to Phase 4 and 5?

Mr. Ricci stated D.R. Horton would be willing to do that.

Mr. Masten stated I think that is the big issue we have been trying to get our hands around. If Horton is willing to say we know we have to drive over 2 and 4 to get to 5. 2 has had the second lift, 4 has not.

Mr. Ricci stated 4 has as well.

Mr. Masten asked has there been an assessment done on the roadways?

Mr. Gray stated that is what Joey has done. We walked all the roads in the whole development.

Mr. Masten stated if we can get some guarantees that any damage caused by the ongoing construction will be taken care of, I'm looking at it a little differently.

Mr. Garner asked will you work with Emily and Katie and let them draw up an agreement between Horton and the district?

Mr. Ricci stated yes.

Mr. Masten asked in the interim what are we going to do with 1A and 1B? That is Sand Wedge and Grand Par subject to the repairs that Rich is having the city look at.

Mr. Gates stated the engineer mentioned that something may be underneath the surface causing that dip, which could be a bigger issue.

Mr. Garner asked who from the city is coming next week?

Mr. Gray stated people from storm and sewer department if it is a sewer pipe because Joey said the depression looked like it might be in line with the sewer. I made them aware and they are going to send somebody out and bring a camera to make sure there are no issues with

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the piping under the road and she said they would get back with me and let me know what's going on.

Several residents asked for clarification of the ownership/maintenance entity for the areas just outside the gates of the gated communities.

On MOTION by Mr. Masten seconded by Mr. Gates with all in favor conveyance of right of ways for Phases 1A and 1B contingent upon Sand Wedge repairs to district engineer's satisfaction, Phase 2 and 4 with D.R. Horton agreeing to make any repairs since the bond has been released and Phase 5 were accepted.

Mr. Biagetti stated before Shane leaves, Rich had something on the mailbox clusters with the lighting.

Mr. Gray stated I sent that to you for review. D.R. Horton has been gracious to install the solar lighting at the mailbox clusters for 4 and 5. It seems like a good product, we have had good reviews and I think it is adequate to light that space. It also has features you can toggle back and forth for pedestrians walking up where the light won't be bright all the time.

Mr. Ricci stated we are going to install that in the Phase 6 mail kiosk as well.

Mr. Biagetti stated this is more for general board consent, not approval.

Mr. Garner stated I'm good with it.

Mr. Ricci stated the fixture comes with a three-year warranty and they said the CDD can fill in the information so it is warranted direct to the CDD.

B. FPL Streetlight Transfer to Freedom HOA

Mr. Biagetti stated we have been down this road for a while and we are coming to some conclusions. At the last meeting I verified that the transfer of documents have been executed by Freedom HOA. We have confirmed with FPL that 13 streetlights have been transferred out of the CDD's account. The discussion leads to what the board wants to do to move on, Freedom HOA has accepted that and take it as it is no further action. There was discussion of potential backpay. We have documented in 2021 for fiscal year 2022 that the CDD at that time had invoiced Freedom HOA and the Links HOA for said action for back pay. There was a payment collected in October from Freedom HOA for \$6,000+ and the Links I believe was in December for \$3,000+. There is some history coming into fiscal year 2022.

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Mr. Garner stated there was a communication breakdown between Alliance, GMS and FPL.

Mr. Biagetti stated I sent to the board some prior emails and there were numerous requests by the CDD to have that transferred. D.R. Horton was also involved coordinating with the HOAs to coordinate with FPL is how I read it. The same process we just went through to transfer those 13 lights to Freedom HOA, they were on that path to do so. I hope that sheds some light on what may have taken place at the time to where we are today.

Mr. Masten stated the question I can't get an answer to is there are emails from Chris Venoy in 2021 and 2022 acknowledging these are the lights that are going to get transferred and it was like okay send the agreements and nothing for two years. Then all of a sudden Chris Venoy writes a note and says can you tell me which ones have to be transferred. He is the one who confirmed which ones should be transferred. The players have all changed, Alliance is gone, GMS has had a change, the CDD board has changed hands, a lot of this was orchestrated by Robert Porter, D.R. Horton president who was on the CDD board. What I have not found is until this surfaced in August of last year was anything concrete that goes to the Freedom HOA board saying you owe us money. Without that I am going to take the same position I took at the last meeting and that is we are all square. The last thing I want to do is pick one community against another, all that does is ruin friendships. There were lots of mistakes made, lots of balls dropped. That doesn't mean we are going to try to get all those fixed on the back of the Freedom HOA residents. I'm only one vote but I would vote to move forward, we know the lights are where they belong now and I know my friends in the Links are not going to be happy with that but you have to reach some agreement based on the evidence that has been submitted.

A resident stated you want to vote to move on. The Links is going to take it on the chin. I still want the email that was sent to you in July with four specific questions answered. If you need me to send that to you again I will. We deserve that. They dropped out for the entire year before it was turned over and the contract was given and I assume Freedom is now paying their portion. We have been paying our portion without a contract since 2023. This doesn't mean that just the Links has been paying it, the entire Grand Reserve has been paying Freedom's bill for that amount of time. Their HOA was turned over to them far before ours was and we started paying those bills prior to it being turned over to resident HOA. It was D.R. Horton running the HOA when we were paying for it and we got surprised. Freedom section got the respect of

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allowing it to ride it out to the end of the year so they could correct their budget for this year. We never got that respect. You never gave us the respect to answer our original email.

Mr. Garner stated we didn't drag ours out to the end of the year, just since we got the contract. It was signed and sent back to FPL, GMS and our HOA.

A resident stated we still don't have one.

Mr. Garner stated let's take care of Freedom and you can deal with Lob Wedge and Links.

Mr. Biagetti stated I don't recall the exact questions but they may be more for FPL to handle versus the CDD. I'm not exactly sure what you are looking for. I have responded to emails, I just want to make that clear. I do apologize.

Mr. Garner stated let's take care of Freedom. What are the wishes of the board?

Ms. DeSantis stated my understanding that even though their HOA was somewhat aware of the discrepancy way before it was brought up for the board they are not responsible for any of the partial payment that the rest of the community paid?

Mr. Garner stated listen to Matt and on the emails between Alliance, GMS and FPL they had conversations. It stopped and two years later the guy that told them which lights were going to be assigned came back two years later asking which lights and the conversation stopped.

Ms. DeSantis stated so you were not here, the HOA was not aware of it until the Links.

A resident asked were they aware last year?

Mr. Garner stated I was aware of it in July when you brought it up.

A resident stated it was May, I will show it to you.

Mr. Biagetti stated just to clarify that, I started an investigation in May when I was first made aware of it. There were different concerns initially with the Links so we were looking at the Links then it went to strictly Freedom. Again, if you try to work with FPL, I'm thankful for Chris Venoy dated to 2021 on these emails. He has been able to provide a component light summary, which had every single light within the district's account based on addresses and everything like that. It was not an easy process by any means. It took from May and by October we had it completely resolved.

Mr. Garner asked what are the wishes of the board?

Ms. Tabares asked what are the amounts owed? Is that a number that exists?

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Mr. Masten stated there really isn't because the cost fluctuates month to month. There is a fixture fee, that changes by when they are put in.

Mr. Biagetti stated look at these 13 streetlights in Freedom, dating back to November 2022 right after the CDD received payment from Freedom the average was \$33.70 per light. This is the complete bill 131 lights at the time and that fluctuates too. Our most recent bill, December 2025 when it was transferred from the CDD to Freedom is an average of \$39 per light. Breaking it down on average between \$33 and \$39, let's say \$36 per light that comes out to be \$468 per month. In speaking with Katie and I brought this up at another meeting, there is a statute of limitation that if we are considering back pay that four years would be max so 48 months is \$22,464 give or take.

Ms. DeSantis stated I thought that FPL showed on a ledger where Freedom's lights were being paid by the CDD. It was two separate payments.

Mr. Masten stated no. There are two separate payments because the original 24 lights installed from U.S. 1 up to Fairway were put in by the original developer in 2008 and they were on a 20-year lease then they are paid off. There is an invoice for that, that is \$902 a month and there is an invoice for all the others that have been added since. Right now we are up to 196 lights including Freedom and Links. If you subtract the 13 from Freedom and 20 from the Links that leaves us at 163 lights and that is exactly what our invoice is right now. We know we have all the lights and that includes the two new sections in Phase 6. Horton is paying for the lights on the empty street because they are paying us fees on those empty lots. When they put them in they turn them on. We have all the lights accounted for. We do know that back in October 2021 we billed Freedom for \$6,987 and we billed the Links \$3,492. Both invoices were paid without question. The big breakdown in my mind is Alliance got those invoices, wouldn't you think they would say we owe for back lighting what do we have to do to get these lights moved and they didn't. There was enough conversation about it and FPL acknowledged it and Alliance acknowledged it and Deer Run acknowledged it and it just stopped.

Mr. Gates stated we can't hold the community accountable. There is no intentional hiding it or transferring it and we have a three-year gap of zero communication. I was on your side, I was on the side of getting repayment, I was very vocal privately with Matt and other board members but there is no paper trail. There is nothing there to prove. It is time to move on.

A resident asked when you said you invoiced Freedom. What prompted that?

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Mr. Gates stated a former CDD board member brought it up in 2021 asking about the payment and transfer to the Links.

A resident stated GMS billed the two communities for the electric. So why didn't you pay it the next year and the next year? Everybody is aware of electricity. It has nothing to do with the Links. You have experience with it and you are saying the electricity fluctuates. Our bill changes maybe 4¢ a month. My point is, it is not the Links, the money we pay the CDD went to a place it shouldn't have gone. It needs to come back.

Mr. Masten stated nobody disagrees with you.

A resident stated then you know. You know what the electric was, you know what it is, you know what you paid that shouldn't have been paid, just pay it back.

A resident stated this defeats the board's discussion that there is no paper trail. You are looking for a monetary solution when they are saying there is no way to prove that you were even notified.

A resident stated they were notified.

Mr. Biagetti stated on the electric bill it does not specify where those lights are, what phases or streets.

Ms. DeSantis stated when you took over your HOA you have someone who pays the bills.

Mr. Gates moved to not seek reimbursement from Freedom and Mr. Masten seconded the motion with two in favor, two opposed and Mr. Garner abstained from voting due to a conflict of interest the motion failed.

After further discussion and input from the residents, the board took the following action.

On MOTION by Mr. Masten seconded by Ms. DeSantis with four in favor and Mr. Garner abstained from voting due to a conflict of interest Mr. Gates was authorized to negotiate reimbursement with Allen Eichorn from Freedom for retro pay of streetlights in a not to exceed \$5,616.

A resident asked will this have to go before our board.

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Mr. Garner stated yes, this is a negotiation process right now. The HOA board will eventually vote on the recommendation.

A resident stated then the residents will vote on the negotiated amount.

Mr. Garner stated yes.

Mr. Masten stated I would hope whoever is negotiating on behalf of Freedom lets the Freedom board know and get the okay to do it so we are not wasting a lot of time and have that person spend hours discussing it and looking over emails and then come back and find out they won't agree. That would be a waste of lot of time.

Mr. Garner stated when this board meets again, our board will have already met.

Mr. Masten stated I would hope that person has the authority to do that.

C. Pickleball League

Mr. Biagetti stated at the last meeting there was direction from the board for us to send the pickleball league a hold harmless agreement. I think it was misunderstood as a waiver. We worked with the pickleball league and Katie's office as well. We reduced our agreement to a hold harmless and made further reductions to make it almost a page and a half and the waiver on the last page. There has been a breakdown in communication and there has been no response from them. We are here to support the league and the residents who participate but I didn't know if there was further board discussion.

Mr. Garner asked has it been settled?

Mr. Biagetti stated no, we do not have a signed document to protect the CDD.

Mr. Garner asked what is the holdup?

A resident stated all we need is a waiver, we don't need all that.

Mr. Masten stated my suggestion going forward is we scrap this agreement idea and use the one-page waiver and release of liability that we make players who come onto our property sign, and that's it. Make copies of the waiver and the captains will have the players sign them.

A resident stated we as participants in the pickleball league by agreeing to their rules we are agreeing to not holding different communities liable. We are playing at our own risk.

On MOTION by Mr. Masten seconded by Ms. DeSantis with all in favor a one-page waiver will be provided to the pickleball players to
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sign and if visiting players don't sign, they don't play and no hold harmless agreement needed.

NINTH ORDER OF BUSINESS

Engineer's Report

There being none, the next item followed.

Mr. Duncan left the telephone conference at this time.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Buchanan stated be on the lookout for our legislative update that should be coming to your inbox and feel free to email me with any questions.

Mr. Garner stated it was mentioned during the conversation with Horton and us taking over the roads. A couple meetings ago it came up, could the HOA take over the street to the boundary.

Mr. Biagetti stated I would say that is the apron leading up to the gate from the main road to the gate. Can the HOA take that over? I think you said they couldn't because bond money built it.

Ms. Buchanan stated I think my original comment was that we would want to make sure that that part of the road wasn't funded with CDD bond money. But, in retrospect and thinking about it more I think that probably D.R. Horton has paid out of pocket for significantly more improvements that they are going to dedicate to the district for free. So, that would essentially cancel out that requirement.

Mr. Biagetti stated as it stands tonight based on a decision the CDD would essentially be taking that apron then if the CDD decides and the HOA agrees that could happen.

Mr. Garner stated let the dust settle before we go to them.

B. District Manager

Mr. Biagetti stated you have a couple printouts placed in front of you today. We do have the quarterly report that D.R. Horton provides to us. There are currently 843 lots in the assessment area within the district. As Shane mentioned these are all platted and pay full assessments. D.R. Horton owns 219 lots, homeowners have 624 and 13 homes closed to home buyers during the quarter, 10 have sold but not closed.

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C. Operations Manager**1. Report**

Mr. Gray updated the board on the progress with the pump station enclosure, dumpster enclosure, zero entry and pool grates, painting, grill timer repair, and signage installed on Parcels 4 and 11.

Mr. Gates stated I think we should focus on anything that can be refurbished, cleaned up or replaced, signs, and cross walks.

A resident asked are all the issues with encroachments into the conservation area all settled and done?

Mr. Garner stated yes, that is what Rich reported on.

2. Landscape Report – Yellowstone

A copy of the report was included in the agenda package.

3. Discussion Regarding the Addition of a Basketball Goal at the Amenity Center and a Playground off Pinnacle

This item tabled.

4. Discussion Regarding the Upstairs Gathering Area for Future Enhancements

Mr. Gray stated at a previous meeting we were to look at gaming chairs, card tables, chairs, and we have gotten a lot of great input. Natalie and Barbara talked about saving money for the district and possibly repurposing what we have here, taking the big table from upstairs and moving it down here. Taking the two tables that are normally here and the table from the reading room and put those upstairs where the couches are and the couch from the wall over to the TV and table, take the other couch and put it in the sitting area. That would allow you to have four tables upstairs with an additional 16 chairs. Things are just moved around and we spend zero dollars.

D. Amenity Manager

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Ms. Clem stated they did a good job cleaning the outdoor furniture upstairs and it was about \$460 and they gave us extra cleaner. I was thinking about getting the chairs done, give us a proposal because the chairs look bad. I misunderstood about the plaque. I will make sure they will be here at the next meeting. The chairs need to be cleaned but the problem is the underneath part is sagging and they need support underneath.

Ms. DeSantis stated it is the labor involved.

ELEVENTH ORDER OF BUSINESS

Supervisor’s Requests

Additional comments: We need the elected official who represents us on the school board to come to a meeting to see if we can get the bus stop moved out of the intersection, budget workshop to be held in May, issues with thermostat last weekend, parts are ordered, suggestions for future guest speakers, community watch, fraud presentation scheduled for February 24th, maybe alternate meeting times, supervisors do no reply to all on emails, why is the lawyer not present in person, conflict of interest, social committee reached out to younger residents to share ideas of what they would like to see a the amenity center.

TWELFTH ORDER OF BUSINESS

Public Comments

Additional comments: Pickleball courts are sandy and dirty and need to be blown off, maintenance is only onsite two days a week, perhaps Yellowstone could do that if budgeted, residents will volunteer to blow off the courts.

THIRTEENTH ORDER OF BUSINESS

Approval of Consent Agenda

A. Approval of the Minutes of the November 19, 2025 Meeting

On MOTION by Mr. Gates seconded by Mr. Masten with all in favor the minutes of the November 19, 2025 meeting were approved.

B. Acceptance of the Minutes of the November 19, 2025 Audit Committee Meeting

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On MOTION by Mr. Gates seconded by Ms. DeSantis with all in favor the minutes of the November 19, 2025 audit committee meeting were accepted.

C. Balance Sheet as of December 31, 2025 and Statement of Revenues and Expenses for the Period Ending December 31, 2025

On MOTION by Mr. Gates seconded by Mr. Masten with all in favor the financials were accepted.

D. Approval of Check Register

On MOTION by Mr. Masten seconded by Mr. Gates with all in favor the check register approved.

FOURTEENTH ORDER OF BUSINESS Next Scheduled Meeting – March 25, 2026 at 6:30 p.m. at the Island Club

Mr. Garner stated the next scheduled meeting is March 25, 2026 at 6:30 p.m. in the same location.

On MOTION by Mr. Gates seconded by Mr. Masten with all in favor the meeting adjourned at 9:55 p.m.

Signed by:
Matt Bragetta
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Secretary/Assistant Secretary

Signed by:
Gary Garner
A164F8DE2F88442...
Chairman/Vice Chairman