

MINUTES OF MEETING  
REUNION EAST  
COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Reunion East Community Development District was held on Thursday, December 8, 2016 at 2:00 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum were:

Carlton Grant	Chairman
Mark Greenstein	Vice-Chairman
Steven Goldstein	Assistant Treasurer
John Dryburgh	Assistant Secretary by phone
Don Harding	Assistant Secretary by phone

Also present were:

George Flint	District Manager
Jan Carpenter	District Counsel
Andrew d'Adesky	District Counsel
Steve Boyd	District Engineer by phone
Alan Scheerer	Field Manager
Daniel Baker	ACP Communities
Vivek Babbar	Straley & Robin by phone
Rob Stulz	Yellowstone
Mark Yahn	Sunscape Consulting

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order, and roll call was taken.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There not being any, the next item as followed.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Election of Officers**

Mr. Flint: I did swear in Mr. Dryburgh and Mr. Goldstein prior to last months meeting and they took office on November 22, 2016 per Chapter 190. It is not necessary to swear them in at this point. Chapter 190 provides that every time there is an election the Board is required

to elect officers and this is done by Resolution and we have included that in your agenda. At a minimum, you would need to do this every two years after each election.

**B. Consideration of Resolution 2017-02 Electing Officers**

Mr. Flint: The officers are Chairman, Vice Chairman, Treasurer, Assistant Treasurer, Secretary, and Assistant Secretaries. The Chairman and Vice Chairman are required to be members of the Board and the other officers are not required to be Board members. Prior to the election I think Mr. Grant was Vice Chairman, Mr. Harding and Mr. Greenstein were Assistant Secretaries and because Mr. Dryburgh and Mr. Goldstein weren't on the Board they were not designated as an officer. Ariel Lovera is the District Accountant and was designated as the Treasurer and I was designated as the Secretary. We can take these offices individually if the Board wants to or if there is a member of the Board that wants to make a motion to elect a slate of officers we could handle it in one motion.

Mr. Greenstein: I would nominate Carlton Grant as Chairman, Mark Greenstein as Vice Chairman, Ariel Lovera as Treasurer, Steven Goldstein as Assistant Treasurer, George Flint as Secretary, Mr. Harding and Mr. Dryburgh as Assistant Secretaries.

On MOTION by Mr. Greenstein, seconded by Mr. Goldstein, with all in favor, Resolution 2017-02 electing the slate of officers was approved.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the  
November 10, 2016 Meeting**

Mr. Flint: These are included in your agenda packet. If there are any deletions, additions, or corrections we can address those at this time.

On MOTION by Mr. Greenstein, seconded by Mr. Harding, with all in favor, the minutes of the November 10, 2016 meeting were approved.

**FIFTH ORDER OF BUSINESS**

**Discussion of Extension to Management  
Services Agreement (MSA)**

Mr. Flint: District Counsel has handed out the latest version of this and I do apologize for not getting this to you sooner. There were emails circulating as recent as this morning on this issue.

Mr. Harding: Daniel Baker and I have had conversations as recently as today and we have basically agreed that there are a few words that we may want to fine tune in the MSA. The basic MSA was revised by the two of us with inputs from Andrew, our Attorney. We are basically in agreement with the overall document that meets both parties' basic needs requirements. I would like to make a motion that we approve it as the latest version that has come out, with the stipulation that Mr. Baker and I, along with Daniel's help will make a few minor adjustments in terms of the wording. We changed the contract terms to a four-year term contract eliminating the automatic renewal clause that was in prior, especially since you and our Attorney have pointed out that the contract can be terminated by either party with or without cause upon 90 days notification. We have added some Management Company responsibilities further defining them within the MSA and tried to make sure that there is an oversight to some extent either during operation hours or after operation hours. We've got some language in there that says that the Management Company will go ahead and post times as to when the facility will be open and to make sure people are aware of that. It also includes who to contact in case of any issues relative to the facilities. We've also eliminated some of the financial reporting that really isn't necessary since there are no fees involved from either party. Those are some of the basic things that we did and we tried to simplify it to some extent. I believe Mr. Baker is there and we are basically in pretty much agreement and we would like the Board to approve with the stipulation that him and I and Andrew do a little fine tuning to a few of the words.

Mr. d'Adesky: Thank you Don that was a very good explanation. The language difference from the copies that I handed out, which I have also distributed to Mr. Baker, Mr. Harding, and District Staff, is really just in section 5.D.i. on page 2. There are really just one or two words that might be changed in that last paragraph but that really is the only section in which there would be a minor change.

Mr. Greenstein: You can't fix it now?

Mr. d'Adesky: I think it is something that needs to be discussed.

Mr. Greenstein: How big of an issue is it?

Mr. d'Adesky: It is a difference between how we are going to word the monitoring requirement and whether or not we are going to use the language that is provided, which is more permissive language versus insures that implies a guarantee.

Ms. Carpenter: Is Don okay with you finalizing it today or does he want to be involved?

Mr. d'Adesky: We do need to get this done because this will expire.

Mr. Greenstein: When something is this close you want to get it done. I am willing to take five minutes to address that change, make the change, pen and ink it, and lets vote on it. Is that something that is doable Daniel?

Mr. Baker: The intent of this language and the addition of it is that the CDD Board members in Reunion understand that if it is intended for a discrete population of people and our goal is to limit the users and to make sure that the users are actually in authorized areas under conducts that we established and we have the ability to restrict trespassing and take other measures to make sure that everybody complies with those terms. In the sense of establishing and introducing the notion of what is new of limitation of users, the document provides us the ability to define who those are, give us authority to give access to those people, and take measures to enforce that. We are going to do that through posting signage and staffing and properly securing the facilities. The language is intended to restrict, limit, and give us authority to implement and enforce those policies of both parties.

Mr. Greenstein: The way I received that information is that we are putting into writing the procedure that came about as result of the imposition of the non-resident user fee, which was not in existence. It may have been in existence of the time of the previous agreement, but not from the original agreement. This is just bringing it up to speed administratively because of the fact that we do have the non-resident user fee, which somewhat controls that everyone pays their fair share if they are going to use the facility and they are not within our normal scope of authorized users. Is there a specific sentence that we need to look at?

Mr. d'Adesky: Yes and I will read it to you and it is on page 2. It says, "The Management Company may provide access to CDD facilities by property owners guests, employees, and so on." The party really wanted to change that to something like, "shall ensure access providing to only these members." It is a may versus ensure language.

Mr. Harding: Maybe make efforts to ensure.

Mr. d'Adesky: It might be, "will make its best efforts to provide access only to these members."

Mr. Harding: That will work for me.

Mr. d'Adesky: Or, "reasonable efforts."

Mr. Harding: That would be good.

Mr. d'Adesky: Daniel agreed to that.

Mr. Harding: My only concern was trying to make sure that there was some sort of Management responsibility by the Management Company during non-operating hours and that is kind of a concern. The liability and people coming in at 4:00 a.m. and people swimming in the pool and making sure some of that stuff does not happen.

Mr. d'Adesky: It does say on the top of page 3 that the Management Company will secure the CDD facility during periods of inoperation. If that is in there then they have guaranteed to secure it. If we change that language, which Mr. Baker agreed to, we should be good. It is changed in the official version here and once again it will read, "The Management Company shall make its best efforts to provide access to CDD facilities by..." and then the same language.

On MOTION by Mr. Greenstein, seconded by Mr. Harding, with all in favor, the Extension to the Management Services Agreement was approved, as amended.

## **SIXTH ORDER OF BUSINESS**

### **Discussion of Heritage Crossing Community Center Lease Agreement**

Mr. Flint: Originally they entered into an agreement with the District to lease half of this building and then that lease was amended two times. One, it amended to basically take  $\frac{3}{4}$  of this building because they were occupying that space behind this wall back here so we amended the lease to recognize their use of that additional space. Then it was amended and the term was extended through December 31, 2017 so that was the second amendment. They now have vacated this building and they no longer are using it for the purposes they originally intended to use it for. They do have a lease that goes through the end of this next calendar year and there is not really a provision in here for early termination of that lease. Representatives of the lessee are asking if there was any possibility of getting out of the lease early have contacted me. I said that there was really no provision in here and if they wanted to get out of the lease early they could prepay the remaining balance on that lease through the end of the term but I

told them I could always bring it to the Board. That is why it is on here, and they aren't currently using the space and I know there has been discussions with the Resort about the possibility of either sub-leasing it from them and I don't know that those have been fruitful for one reason or another and I wasn't involved in those discussions to know that. If you do nothing they need to continue to pay through the end of 2017. I don't know if the Resort has any intention or desire to utilize this space that we could terminate one lease and execute another one.

Mr. Grant: I can speak on behalf of the Resort and because of the short-term nature of the agreement; it wouldn't be a productive use for the Resort for banquets, catering, etc. When typically doing that business and planning it 12, 24, 36 months in advance and having a long-term commitment of space available it would be a lease that we end up paying with no business on the books to generate revenue from. The Resorts position on it would be it doesn't make sense currently.

Mr. d'Adesky: To elicit some comment on this, we did have to look at this lease for private use analysis because it is private use of a public facility that was built using bond money and there are certain limitations on that. That is the reason why we can't enter into a long-term lease for example, we can't enter into a one 99-year lease because that use would exceed our threshold.

Mr. Flint: This Board would have discretion to extend that one year to three years or whatever would be reasonable.

Ms. Carpenter: If there was a proposal for a longer term we can go back to Tax Counsel and have them look at the actual numbers to see if there is enough room for a longer term.

Mr. Greenstein: Does the fact that it would be with a different entity enter into that decision?

Ms. Carpenter: No it is generally a private use analysis.

Mr. Greenstein: Viewing from the tax-exempt standpoint?

Mr. Flint: Yes.

Mr. Greenstein: There is a requirement in the lease I believe that they return the facilities in the condition it was in when they took it, right?

Mr. Flint: Yes and they will have to do that.

Mr. Greenstein: I still haven't had an opportunity to walk through there.

Mr. Flint: They still have 12 months left on the lease. There is a provision in there that they have to continue to use it for the purpose intended.

Ms. Carpenter: Yes and there was some talk of using it for storage and that would not be permissive.

Mr. d'Adesky: They would have to follow that same lease and they would really need a modification of a lease.

Mr. Goldstein: What is the legal use of it described as?

Ms. Carpenter: It is pretty specific related to sales in this area.

Mr. d'Adesky: Does it concern the Board originally just to have a use that was consistent with the Community and not something that is completely outside or foreign to Reunion?

Mr. Greenstein: I think without any additional scenarios to consider I would think that the status quo is to be maintained unless some other proposal is provided.

Mr. Flint: It says the tenant should use the premises only for a Real Estate Sales Office dedicated strictly to the sale of real property within the Reunion development.

Ms. Carpenter: Or if they have some other type of proposal I'm sure the Board would entertain it.

Mr. Flint: I will let them know that the issue was brought up and at this point no action has been taken. It could come forward on a future agenda if they have a proposal, sub-lessee, or if the Resort expresses an interest in the use of the space. One item that was not on the agenda and Alan, I don't know if you brought any back up on it, but the Reunion West meeting was canceled. One of the items on the Reunion West meeting was the street tree plan. Last year I think Mr. Greenstein worked on that issue with Alan and with Austin Outdoors and tried to come up with a proposed street tree plan for Reunion West to help landscape the major roadways. In Fiscal Year 2016 we did an initial phase of that street tree plan. Those costs are treated, as shared costs between Reunion East and West just like the shared costs with the work that was just done on the entrance and down Reunion Boulevard. That item should have been on both agendas but we had it on Reunion West agenda. I know there is a desire to get moving forward with that but unfortunately Reunion West had an issue where three of the Board members were not available. I did talk with the Chairman for Reunion West and he acknowledged that the plan has been presented and both Boards have adopted budgets that include that next phase of the street plan and that he would have no objection in the event that

Reunion East voted today to move forward. Then Reunion West could ratify that action at their meeting next month. The next phase is approximately \$62,000 and that would be split on the cost share arrangement and it is about 2/3 Reunion East and 1/3 Reunion West. The reason I am bringing it up not being on the agenda is because there is a desire based on feedback from the Community in Reunion West to try and get moving forward with that project. I am bringing it up for Board discussion at this point.

Mr. Greenstein: I appreciate you clarifying the cost sharing arrangement for the project. I have had discussions with Alan Scheerer about as you stated the previous action that has been taken. The plan itself has been approved by both Boards, it is just the fine tuning of this last iteration. If we had a West meeting today it would have been on that agenda for clarification purposes. I think the West Board has approved it and I would like to see it move forward.

Mr. Flint: We do need to take public comment since this was not on the agenda.

On MOTION by Mr. Greenstein, seconded by Mr. Harding, with all in favor, the Street Tree Plan for completion of the proposed West side landscaping was approved.

## SEVENTH ORDER OF BUSINESS

### Staff Reports

#### A. Attorney

Mr. d'Adesky: I have an update on the horse stables and we were asked to look at the reasonableness of the offer of \$100,000 in cash and possible public use for Alan or other individuals for office space. Looking at the Requisitions it looks like depending on the allocations somewhere between \$1.1 million and \$1.5 million was spent on the horse stables. I will leave it to the judgment of the Board as to whether that is a reasonable offer at \$100,000 and how you desire for us to proceed from here. This has been an open item for a while and it looks like in the past, we have talked about getting a consultant to look at this and see what public use might come out of it.

Mr. Greenstein: What were the annual maintenance projections?

Mr. d'Adesky: About \$22,000 a year.

Mr. Flint: It is \$22,497.

Mr. d'Adesky: We can table it if you want to think about it but this is an item that we have had around for a while now.

Mr. Harding: I do not think that is a sufficient offer myself.



Mr. Greenstein: Thank you. Obviously the number is not going to move. The offer that is made is insufficient and I say that we decline it.

On MOTION by Mr. Greenstein, seconded by Mr. Goldstein, with all in favor, to decline offer for horse stables.

Mr. Harding: I think we should find a firm to look at various alternatives for what we could do with the stables. What are we going to do with it? Maybe there is some firm that could look and decide and I think at least get some bids for a firm to take a look at it.

Mr. Dryburgh: As a group we should decide what we are willing to accept as a use for that property.

Mr. Harding: I was just saying that the facility needs to be looked at in terms of what has to be done to make it usable. I think we need to have an engineering firm or marketing firm to come in and take a look and let us know what they would propose to do.

Mr. Flint: I have worked with architectural firms that have started out by doing a Needs Analysis. They prepare a survey instrument and survey the Community and this is when you are looking at amenities overall and what the desires of the Community are. Then with that needs Analysis you would look at the facility and you would probably have to have a Structural Analysis done to see what could be done with it. It would have to be done in conjunction with some sort of Needs Analysis and then merging those two together to see if you could come up with if it is cost effective and reasonable. The value may be even greater with nothing on that piece of land.

Mr. Greenstein: The land alone is worth more than that. I don't know what the size of the property is.

Mr. d'Adesky: The parcel itself kind of swoops out beyond that so if we were talking about selling it, even though we are not, then we would see if we wanted to carve out a boundary and look into a conservation and maintenance perspective.

Mr. Greenstein: Along the lines of what Don was saying about determining what it would take to get the building up to code for people to inhabit it, I know there are lots of people in the Community who are into arts and crafts, pottery, and into various types of things and that concept might work with that building. I have no idea what it would take to make it habitable. It had to pass some level of code in order to be constructed.

Ms. Carpenter: Perhaps it sounds like what you want is a proposal for an engineer to go look at the structure and see what it would take to turn it into some type of usable facility for the District.

Mr. Greenstein: Right. I would think that the code is different for a daytime use only facility versus an overnight residence code requirement.

Ms. Carpenter: Why don't we direct Staff to see if we can find someone that would be willing to do proposals and have them for when budget season starts and see if it is something we can build into the budget for next year.

Mr. Baker: The architect that designed the building would be the best person to opine on the conformance of the building.

Mr. Flint: There has been some of that analysis already done, hasn't it Daniel? Not by the District.

Mr. Greenstein: I know individuals who drive a pretty good distance to get to facilities to enjoy their passion whether it is pottery, art, or painting.

Mr. Flint: A fitness center possibly.

Mr. Harding: The other thing to look at would be what is the cost to tear it down and limiting some of the annual maintenance of \$22,000 a year for ever. That is another thing we should be looking at if it doesn't make sense to do anything with it then what is the cost of tearing it down and maybe we can save ourselves some money over the years.

Mr. Flint: We do have an obligation because we issued tax-exempt bonds to maintain that facility.

Ms. Carpenter: I think the direction would be direct Staff and if any of the Board members have ideas and begin talking to people and gathering proposals. Also talk to the developer or architect and see if we can find people to give proposals so we can come up with a plan or a more formal investigation to make it a usable asset.

Mr. Goldstein: We should look into what the land is worth too.

Mr. Greenstein: The big issue that kept coming up when we looked at it for any years was the access to 532, or lack there of. We require some modifications in order to provide for access. I think we have direction as to how we are going to move on this.

Mr. Flint: We can even do it sooner.

**i. Status of Unexchanged 2002A and 2005 Bonds Assessments**

Mr. d'Adesky: We don't anticipate any adoption action at this meeting but we would like that to play it out to allow for responses and discussion between the parties.

Ms. Carpenter: I don't know how much history you recall, but the Board received the demand from Trustee's Counsel, who was to be on the phone today. LRA a few months ago sent a letter submitting their legal analysis of why they didn't think it was merit to the Assessment letter in the demand. The District Board asked us to hold off a little bit and see if the parties could come to an agreement and for a while there was no communication among the parties and it appeared that they were at a stand still. We've done some substantial research to look at positions for the District to take and should there be litigation and what position would be best to protect the District. The District does have an obligation to assess property that needs to be assessed under the indenture, which is the contract with the bondholders. We do need to go forward and do that if it is the right thing to do legally. We have done quite a bit of research and because there is not any litigation filed, we can't have a closed session under the law. We can only have something that is not in the Sunshine where everyone can hear what is being discussed because there was no litigation filed. Right now the optimistic and the good news is that LRA's lawyers have spoken with the Trustee's Counsel and it appears that they are going to have some further discussions whether those are fruitful, which we all hope for. If they are not, the District could be faced with looking at litigation from one side or the other or responding to meet in the middle. I think what we would like is the Board to give authority to one of the Board members to be able to help direct the Staff and Counsel in the event we need to file or respond to litigation or take any other action so we are not suddenly stuck with a lawsuit.

Mr. Flint: Once a lawsuit is filed the Board has the ability to meet in the shade and then you can talk legal strategy as a Board. At this point we are obviously at a disadvantage because your discussion has to be public and you have the other parties here.

Ms. Carpenter: LRA is here and Trustee's Counsel is on the phone so we can't tell you what we think would be the best strategy to protect the District from litigation or to avoid it. We are hoping we don't need to but it is a very big issue so each party has a pretty big interest in having it go their way. The District also has to face the other claims, which again are hard to discuss in public because we don't want to give any party an idea of which positions we think would be best to take.

Mr. d'Adesky: The reason why we ask for delegation of one Board member just so we could take quick action on this because there are filing deadlines and response deadlines. If

something was to come up whether or not it is us needing to file or to respond, we need to do that in a timely fashion and sometimes we cancel meetings.

Ms. Carpenter: Any action will come back before the Board.

Mr. Greenstein: I will do it.

Ms. Carpenter: That makes sense because normally we would say the Chairman but since the Chairman may have some affiliations with one of the parties then we need a resident Board member. Any action that would be taken would come back to the Board for ratification and just about 99% of what the lawyers do can be changed if there ever was a strong feeling of the Board one way or the other. We need to be prepared because we are hoping this is going to be resolved.

On MOTION by Mr. Goldstein, seconded by Mr. Harding, with all in favor, to delegate authority to Mr. Greenstein to direct Staff to respond to and/or file litigation or take other actions to protect the interests of the District in this assessment matter was approved.

#### **B. Engineer**

Mr. Boyd: I have some information from Scott Leftwich, which he had previously provided a proposal of \$25,000 to do the final design. I asked him about getting some construction costs for us and he doesn't have anything exact yet. He said that if we have to start from scratch we would be in the \$150,000 to \$200,000 range, which was quite a bit higher than I anticipated. He doesn't have a number for me if we just wanted to buy new mast arms and replace everything that is there. I am still hopeful that could be done and I did talk to him about that and he is working on that but he doesn't have a number for me on what it would cost if we are just purchasing new mast arms and then putting in the signal from there. Since it would cost \$150,000 from scratch including bases and poles I think we are going to be substantially less than that if it is just mast arms and signal heads. I think the number I thought out previously was in the \$75,000 range and that is still what I would expect it run.

Mr. Greenstein: The sooner you can get us a number it would be appreciated because we want to go for something that is theoretical to real.

Mr. Boyd: I can have those real numbers from him by the time we meet in January and they could be on the agenda for you to take some action if you want to move forward at that point.

Mr. Harding: Especially when the owners see the signals go up and down the road for the Communities that are being built there.

Mr. Greenstein: Exactly.

Mr. Boyd: I will continue to work with him on that and get some more solid cost data for you for January.

Mr. Flint: The proposal from Leftwich would that apply if we didn't have to start from scratch?

Mr. Boyd: The \$25,000 was the deed to do it like we want to do it. When I was talking with him he hasn't given us a proposal for the entire signal yet so I am hoping it would be part of that \$150,000 to \$200,000.

Mr. Harding: Wasn't there some money set aside for this project in the 2017 budget?

Mr. Flint: We had money for the Warrant Study and I don't know that we put money in there for the actual construction. We had money to do the Warrant Study, which came back and indicated that we've met the thresholds warning a signal but we didn't budget the capital expense.

Mr. Greenstein: Who are the main vendors in signalization of intersections? I only heard Leftwich mentioned.

Mr. Boyd: There is a big one called TCD and I think they did the I-4 signal and there are a couple others. TCD is the one that comes to my mind immediately.

Mr. Flint: Leftwich is not a contractor that constructs he is a transportation engineer that does the design. If we were to actually move forward with it we would want to get formal proposals.

Mr. Greenstein: The County basically grandfathered the existing equipment that is installed provided. I am assuming that we need to formalize that aspect of it and hopefully based on that we can go forward with the proposal for what it would take to complete it using the existing equipment and get a little closer to reality.

Mr. Flint: Steve you will come back with more definitive information in January?

Mr. Boyd: Yes. He just needed some more time to get that number on the mast arm solution. It is a strange situation and he was having trouble on getting someone to give him a number.

### **C. District Manager's Report**

**i. Action Items List**

Mr. Flint: On the Reunion East agenda we have the irrigation issue. Is there anything new on that, Daniel?

Mr. Baker: No, the permit continues to be in process by the Water Management District.

Mr. Flint: That turnover of irrigation and interface with Toho is kind of wrapped up in the water use permit renewal process that the permit holder is currently going through. We will keep this on here and again we are not actively involved at this point in that issue although we ultimately will be involved. The proposed signage policy was an item that Mr. Harding previously requested and it was placed on hold pending the transition of the Board. I don't know at this point if there is any direction from the Board on that issue going forward.

Mr. Harding: I am going to make a proposal during the next meeting, which regards to the signage policy for the Board to consider.

Mr. Flint: If that is the case then I will make a note to add that as a business item on the action items list.

**ii. Approval of the Check Register**

Mr. Flint: You have the check register for the month of November for the General Fund, Renewal and Replacement Maintenance Fund, and Payroll totaling in the amount of \$487,321.80. If there are any questions we can discuss it. Mark Yahn is here and I want to give him an opportunity to address the Board if he wants to.

Mr. Yahn: The work that was approved at the Board meeting two months ago has been completed. Yellowstone has executed their work along Reunion Boulevard very well and we made some minor adjustments that were all cost neutral. The tree work has been done that was approved and the Dade palm restoration also was done. There was one tree that was lapping around the center traffic circle and that was done last Monday. It is complete and hopefully it meets with everyone's expectations.

Mr. Greenstein: I actually got some questions from residents relative to the small area on either side of the circle that is kind of a traffic divider right before you go over the bridge there is a little triangular piece there. There were bushes in there previously and now there are some low plantings and they were questioning why we took out the bushes.

Mr. Yahn: The answer is parsoni juniper, which is meant to be a free flowing plant, which should be hand pruned and they were being edged very sharply, which isn't a natural cut

for that plant. It was alive but it was in a very unnatural form so other plants have been put there that grows along the ground and it is supposed to edged sharply along the curb. If it gets run over it is pretty resilient to almost anything. It is so small so it was a fairly inexpensive element of the work that you approved. It looks a little sparse right now but as it grows next Spring it should look pretty nice.

Mr. Greenstein: They thought it had to do with visibility or other issues but it was the health of the plant and replace it with something that is more appropriate.

Mr. Harding: Another landscape issue I wanted to address to is coming in the back gate off of Old Lake Wilson Road, I am not sure how much remains CDD property versus the Resort Golf Course property but to the left going into the gates it seems like there is a dirt path there open and some of the property owners have been concerned about it. I am not sure if it is Resort property and I will get with Alan Scheerer to see what he thinks about it as far as that area is concerned and maybe come back.

Mr. Flint: We own some of that right-of-way right along the road and there is un-irrigated Bahia that we mow but if you want to get with Alan we can look at that.

On MOTION by Mr. Greenstein, seconded by Mr. Goldstein, with all in favor, the Check Register in the amount of \$487,321.80 was approved.

### **iii. Balance Sheet and Income Statement**

Mr. Flint: You have the unaudited financial statements for October. There is no action required and if you have any questions we can discuss those. In October and early part of November you really have no revenue side of your financials because the assessment revenue has not come in but we have more than adequate operating reserves to cover that period.

### **iv. Status of Direct Bill Assessments**

Mr. Flint: Citicommunities and EHOFF have not paid their November 1, 2016 payment. We are following up on those and I did have some email exchange with Jason who is the Assessment Administrator earlier today. We are going to need to pursue payment on those.

Mr. Greenstein: Legally is there a late payment penalty?

Mr. Flint: The Board can impose penalties and interest. There is a statutory and it is 1% per month. I will follow up with them. I think we've gotten the EHOFF payments and I think

the only one we don't have is the Citicommunities payment. It is an issue of posting on EHOFF. This schedule needs to be updated.

## **EIGHTH ORDER OF BUSINESS**

### **Other Business**

Mr. Flint: At the Master Association meeting there was the question of Heritage Crossing. One of the pools has a spa and the other one has a kiddie pool. In the past the residents that live in proximity to the pool that does not have a spa have expressed interest in either the kiddie pool being retrofitted or a new spa being constructed. When this issue came up previously Alan went out and got a price so that we would have an order of magnitude.

Mr. Dryburgh: Did we go out to two or three contractors or just one?

Mr. Flint: We went out to one but it is one that we have done a lot of work with. If we are going to move forward with anything we would get more than one proposal but for purposes of an order of magnitude we went out and got one price because we really just wanted to get a feel for what range of dollars we are talking about.

Mr. Dryburgh: The pricing was around \$80,000 and I don't know what the Board's thoughts are but you can't use the child's pool because it is not heated.

Mr. Scheerer: You can't use the kiddie pool anyways for spa purposes. The kids can use it but you don't heat 6 inches of water. Based on the conversation and the email that was circulated within the last few days I have actually reached out to Davenport Post Pools as well. I have a meeting set up with them next Thursday at 9:30 a.m. Davenport Post is the contract that built both Heritage A and B pools. We went to All Seasons Pools and they built the pool and spa for another District that we manage and they are doing a lot of the pools on the other portion of Reunion West. We are just looking for a dollar amount just to see where we were. Davenport Post and Lakeland will be here next week and I will meet with them and I am going to try to at least get one more vendor. We will try to get at least get three quotes and this is a start to finish job in a new location at Heritage Crossing pool A. I talked to the Eason brothers in Orlando who is also a big pool manufacturer and they told me that it makes no sense financially to try and remove the kiddie pool. I haven't looked at that but I am listening to the people that do this professionally and that is what they're telling me. We have an area that we think will work and if this pool is approved and it is something that the Board wants to do understand that it was nothing that was contemplated in the 2017 budget. If it is something that



you want to do the recommendations are that we look for a new location and we think we have a good spot.

Mr. Flint: Who is responsible for making sure that the clocks are working on the safety equipment?

Mr. Scheerer: We do and Yellowstone is our pool provider so they make sure all of the safety equipment is good to go. Those atomic clocks are going to be something that we will address at some point.

Mr. Flint: If there is any maintenance issues Alan is your guy.

**NINTH ORDER OF BUSINESS**

**Supervisor's Request**

There not being any, the next item as followed.

**TENTH ORDER OF BUSINESS**

**Next Meeting Date**

January 12, 2017.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Mr. Greenstein, seconded by Mr. Goldstein, with all in favor, the meeting was adjourned at 3:03 p.m.



Secretary/Assistant Secretary



Chairman/Vice Chairman