

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 Thursday, December 12, 2019 at 1:00 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum were:

Mark Greenstein	Chairman
Don Harding	Vice Chairman
John Dryburgh	Assistant Secretary
Trudy Hobbs	Assistant Secretary
Steve Goldstein	Assistant Secretary

Also present were:

George Flint	District Manager
Andrew d'Adesky	District Counsel
Steve Boyd via phone	District Engineer
Xabier Guerricogoitia	Boyd Civil Engineering
Alan Scheerer	Field Manager
John Cruz	CWS Security
Tricia Adams	GMS
Rob Stultz	Yellowstone
Kevin Baker	Kingwood
Anthony Carl	Kingwood

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order, four of the board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: Any public comment? This is an opportunity for any members of the public to provide comment on anything on the agenda or not on the agenda that you would like to bring to the Board's attention. There will be an opportunity when we get to the bids for you guys to talk. Hearing none.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the November 14, 2019 Meeting

Mr. Flint: Did the Board have any comments or corrections on those? Hearing none,

On MOTION by Mr. Harding seconded by Mr. Goldstein with all in favor, the Minutes of the November 14, 2019 Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Proposals for Repairs at Heritage Crossing & Horse Stables

Mr. Flint: Alan had gotten some proposals for the roof repair of this building and for painting the exterior of this building and the stables. Those quotes are in your agenda and he's also handing out a roofing proposal from Kingwood. Did the painting proposal make it?

Mr. Scheerer: Yes, I figured we would just handle them one at a time. If you're okay with that?

Mr. Flint: We will handle the roofing proposal first. You have one in your agenda from Jurin. Alan, do you want to go over those proposals?

Mr. Scheerer: Yes, Jurin Roofing during the budget process earlier in the year we were considering due to the amount of leaks we had in the building. We were going to go ahead and get a quote to remove and replace the roof. Jurin Roofing is a company that we've used several times off and on over the years. It's a complete removal and replacement of all the TPO flat roof. It also deals with all the shingles. The TPO has a 20-year lifespan and the GAF shingles have a 40 year lifespan or a 40 year warranty. That's warrantied by the manufacturer themselves. It's all the prep work. The building would not have to be closed according to Jurin. They would leave because they know we have yoga in here, and they would provide access points for people to come in here and do the work. They will also have a 2-year construction warranty. So, after everything has been completed they offer a 2 year warranty. They also said that if they were awarded the contract, they could extend that to 5 for workmanship and any other problems, just so you know. There's a layout of the roof and they've also done several repairs on the roof as well. The cost for that is \$162,064. We were also approached by the Resort who's had an interest in providing a quote to replace the roof. If you look at the scope, the scope is pretty much the same. The mobilization, the single demolition and roof prep, the flat roof demo, the unitary cost, obviously \$3.25 a square foot in the unitary 32 square foot per area. Everything is done by

change order, same as Jurin. They are offering the same GAF Timberline architectural shingles and the same TPO. Everything as far as the specs go are the same as far as the materials being used. Their cost to do the work is \$157,588.22.

Mr. Goldstein: What's their warranty?

Mr. Scheerer: Same, 2 years.

Ms. Hobbs: Is it a 5-year warranty or a 2-year warranty?

Mr. Flint: It's 2 years on workmanship.

Mr. Scheerer: It's 40 years on the shingle and 20 years on the TPO.

Mr. Carll: In order to get the 20 and the 40 we have to go straight to the GAF Ridge. Myself and Richard are GAF certified installers. So, as long as we're here on the property, we'll do what we can do.

Mr. Harding: Let me ask you something, was any of the conditions caused by weather like windstorms or anything like that as far as being approached for our insurance company?

Mr. Scheerer: No, when the building was constructed, I'd just started here and there was still a 1-year warranty on the roof for One Source Roofing. They used One Source to do the roof and I actually reached out to them and they provided me a number of about \$350,000. They had a 1-year warranty on that. We went through the 1-year warranty period. We had a few issues and they had to come back on those, but I think a lot of this is just age.

Mr. Harding: What is the warranty on the material we put up there?

Mr. Scheerer: I don't have that information.

Mr. Harding: Why wouldn't the warranty cover the replacement? We've only had this building for what 15 years?

Mr. Scheerer: 15 years, yes.

Mr. Harding: The minimum is 20 years for a normal warranty.

Mr. Scheerer: I don't know what they used specifically as far as that product goes, this is what these contractors are going to use to redo the roof.

Mr. Harding: I understand you worked here. My point is the company is still in business; they would have a record of what they installed here. If it's a record that it's 40 year shingles, why wouldn't we be contacting the manufacturer and say we are having problems with the shingles you put on?

Mr. Scheerer: Most of the problems are with the flat roof. It's not really the architectural shingles because the shingles are on the slopes.

Mr. Harding: Okay.

Mr. Scheerer: So, what you are dealing with is the TPO which is the membrane. Any of the work that you are doing on the roof, you're walking on the roof. Sure, we have to get up there periodically and clean the roof off or get the pine needles and debris from the trees, but it's not the architectural shingles that are the issues. It's all the flat areas. We've put walls up there too and then one of the other things we'll have to address in some point of time when we are done is, they're going to have to remove the lightening protection. There are lightning rods that are up there that are not included. They're not going to put those back. The company that installed them will come back at some point and reattach them, but it's not the architectural shingles that's the issue.

Mr. Flint: And even if the membrane had a 20 year, if we're at 15 they're going to claim workmanship. It's design; it's not the material. Because a lot of the issues where we are having problems; it's more of a design issue, behind walls and things like that. It's not like out in the middle of the membrane all of the sudden their product has failed.

Mr. Harding: So, did we have our own structural engineers to take a look at terms of what the damage was?

Mr. Scheerer: Have we had somebody from the 3rd party assess the condition of the roof?

Mr. Harding: I'm going through the same situation with my own home roof. We had some damage to our roof and we had our insurance company involved. The insurance company sent out a structural engineer, they assessed it, they agreed that some of the damage was caused by wind and they actually are making us a payment to have the roof fixed. So, I'm trying to understand. Maybe the time has gone by, but we have insurance on the buildings, right?

Mr. Scheerer: Correct.

Mr. Harding: Does it make sense to have an independent structural engineer tell us if there's any damage caused by climate situations or anything like that or is it just purely worn out?

Mr. Goldstein: How high is our building? Does anybody know?

Mr. Flint: Today, analyzing and trying to go back and figure what storm caused it. I mean, if it's a wind issue it becomes a percentage of value.

Mr. Harding: Yes, exactly.

Mr. Flint: It's 3%.

Mr. Harding: And that's what they assessed on my roof back in December.

Mr. Dryburgh: You're not going to get anything back.

Mr. Flint: If it's a lightning strike or something like that that you can identify, there's a lower deductible. If it's a wind event, then you're looking at a percentage. This building probably 3 million dollars and 3% is \$90,000.

Mr. Greenstein: We've all had experience with roofs, the building was constructed, correct me if I'm wrong, in 2003 or 2004?

Mr. Scheerer: Probably '04 because I started in December of '05.

Mr. Greenstein: So, we know there is some inherent problems with the roof and certain areas where it leaks and we've been dealing with it. We made a decision when the Encore lease ended and we're looking to put this building back into service under an MSA. We made a decision to go with reroof and not to do patching and repairs because we would be continually doing patch and repairs and I think there is an inherent problem which we may find out when they rip out the old roof. So, we made a decision, we are reroofing. I think it is a good decision because the roof probably, even if it was a 20-year roof, it only has 4 or 5 more years left on it. But the only issue I have, just clarify for me what that last little sweetener was. That Jurin threw in with the 5 years. Give me the details on that.

Mr. Scheerer: They offered a 2-year warranty in your agenda packets and basically that's any issues that go wrong with this roof. They will come out and respond and make all those repairs up to 2 years at no cost to the District. What they said was they would extend that. I only have that verbally; I got that this morning. They said that if they were awarded the contract, they would state that in writing to 5 years.

Mr. Goldstein: I have a question. The Resort is doing it and they're warrantying it. Do you guys have a construction company? I know you guys have a bunch of companies, but for the record could you state who is going to do it?

Mr. Carll: Sure, as a developer we have a number of companies. This would be our inhouse roofing company that would be performing the work. We have over 20 years in experience in roofing alone. Some of the jobs that we do here on the resort, we will subcontract out if it makes sense. But this particular roof would be all Kingwood employees inhouse. Not

myself or Kevin, but we have certified roofers to do the job. As far as warranties, the warranty that we offer is a standard warranty, 2 to 5 years is standard warranty for workmanship. If anything goes wrong with the TPO or the product, that would go back to the actual manufacturer, TPO. Us being on the property gives a little bit of benefit there. But the company that Alan is working with is one of the best of Florida as well.

Mr. Harding: So, back to my issue before you dismissed me. From an insurance claim standpoint, there's nothing we should probably do, as far as saying, maybe there is some damage due to the wind back in December which they said was an issue with my roof.

Mr. Carll: I've spent about 2 hours on this roof, and I think there have been multiple people that have worked on this roof. I'm assuming based on what I have seen up there, you have a lot of curving issues. There are some drainage issues as well and in my opinion, it would be extremely tough to get an insurance company to even look at this roof seeing that you are on your last 5 years of warranty on materials only. In addition, you would have to go after every single contractor that's touched this roof over the last 15 years and it could be done, but you could be tied up for years.

Mr. d'Adesky: So, Don, I think the consensus was it's both practically and economically infeasible.

Mr. Harding: Okay.

Mr. Carll: I'll put the 5-year warranty in writing as well.

Mr. Greenstein: Thank you.

Mr. Carll: You know, Alan has done a good job of giving us a scope and everything and your warranty you can get on a 5 year. We will put 5 years in there. Then we will be able to provide the warranty information from GAF who is the manufacturer.

Mr. Dryburgh: And you being here, you will be able to address the issues we just discussed. The drainage issue, the design flaws.

Mr. Baker: Yes, Alan's been up there probably more than I have and he could tell you. A lot of the issues go back to the way it's sloped to the drains. It looks like there was some AC work done up there at one point which messed up a curve that caused some leaking, I think. But yes, we would address all of that.

Mr. Scheerer: At some point we will come back to the Board to replace the AC as well.

Mr. Greenstein: Just a matter of time. You will be operating and maintaining the building on the other half, so we will be cognizant of exactly what's happening.

Mr. Goldstein: If it's the same warranty, it would make sense to go with our inhouse partners. It's less money. They are giving us the warranty.

Mr. Greenstein: So, the official title is Kingwood Resort Services.

Mr. Dryburgh: I want to propose another question. Next year, if for some reason Kingwood sells the property, how do you finish it up there? The year after that, we have a problem with the roof. Do we contact you or one of the thousands of people down here fixing it or what's the process?

Mr. d'Adesky: I can tell you that if they've guaranteed in writing that they're warranting the product, they've got to perform that service. Now they could handle that in any number of ways. Even if they disappear, they can subcontract out to somebody. They will figure it out.

Mr. Carll: Just so you know, part of the warranty provided by GAF, the manufacturers of the product, is they come do inspections as well to make sure that we are installing correctly and that we are adhering to the protocol that they put forth to get the 20 year warranty. Once we get that inspection. Alan will get that inspection and forward it on to you. I guarantee that Alan, he's seen enough roofs to know that we're doing what we are supposed to do.

Mr. Dryburgh: We just want to hear that you are going to be here longer than a year.

Mr. Greenstein: They are just getting started.

Mr. Goldstein: I'll go ahead make the motion to go with Kingwood Resort Services proposal of \$157,582.22 with a 5-year warranty which they will put in writing for us.

On MOTION by Mr. Goldstein seconded by Mr. Dryburgh with all in favor, the Kingwood Resort Services proposal of \$157,582.22 with a 5 Year Warranty, was approved.

Mr. Scheerer: The next item in your agenda is the painting of the Heritage Crossing Community Center. You have one proposal in there from Heritage Services and one from Kingwood. I can tell you that the stipulations that were discussed was the Sherwin Williams Sherlastic paint and the Emerald paint as a follow up on a second coat of paint. It looks like the Kingwood proposal is very similar to the proposal that is in your agenda with the exception of the price. Kingwood is willing to do the work for \$17,000 as opposed to Heritage Solutions doing it for \$21,681.30.

Mr. Flint: The Kingwood's spec Emerald?

Mr. Scheerer: They spec Emerald on the second coat, but I just need the Sherlastic Elastomeric paint on the first coat. Especially on this building because it has all the stucco. If they are willing to do that at this cost, then I would recommend going with the Kingwood.

Mr. Flint: Emerald is the higher end of Sherwin-Williams' paint too. That's a quality grade.

Mr. Dryburgh: One question for you. For Kingwood, again, for some reason if you discontinue to use. You will make good on that?

Mr. Carll: Absolutely.

On MOTION by Mr. Harding seconded by Mr. Greenstein with all in favor, for Kingwood Resort Services proposal to paint the building with Sherlastic Paint, was approved.

Mr. Scheerer: The next one is for the horse stable and again it's the same thing the Kingwood proposal is \$42,000 and I believe the Heritage Solutions proposal was \$52,675. Again, I just want to make sure that they're using that same Sherlastic Elastomeric paint as the first coat and then the Emerald on the second. This is the paint going on all the exposed areas on the horse stable outside including the closet doors, the storage room doors on one side and then the laundry room exterior only. There's a bunch of wood in there at some point that will need to be addressed. It will need to be sanded and re-stained at some point, but this is only to paint the actual horse stable exposed painted areas itself.

Mr. Carll: The only question I have that we didn't address was the horse stable's actual doors on the stables. They are a mixture of metal and wood. If we had to paint the metal portion of it, we would do it.

Mr. Scheerer: Yeah, it would have to be with that same DTM.

Mr. Flint: Yeah, it would be a different paint.

Mr. Dryburgh: So, Alan, question regarding the wood. Now, I've not been in there a long time, the original purpose was to make it look like a very upscale sort of place. Therefore, you've got the wood stained and it looked beautiful the first day they were opened up, but not so much now. Does it need to be stained?

Mr. Scheerer: Yes, I didn't get with Kingwood on that, but my initial numbers were way higher than \$52,000.

Mr. Dryburgh: It's got to be more expensive than this.

Mr. Scheerer: Yes, it was upwards of a \$100,000.

Mr. Carll: If I can say really quick, once we get that finalized for that building which I know we are close to, then we're going to come back to the drawing board and say okay, here's exactly what we are doing. Our plan was to do upscale weddings and use it for that type of venue. Then we were going to work with Alan and George on hey this is what we are going to do. We will talk about the cost obviously and what not, but right now the basis of what we need to do there is paint the outside, paint the inside, clean it up and then work with Alan on the flooring and the cinderblock wall in the middle. We are going to take on the costs of those.

Mr. Greenstein: So, this includes painting the inside too?

Mr. Scheerer: Just the offices. The little office space and there are 2 bathrooms in there.

Mr. Flint: Not the stained wood, but any painted surface.

Mr. Carll: Before we go and spend that expense, we want to make sure that it matters to us. I like the look of it. Others might think it needs to be stained for weather proofing or what not.

Mr. Scheerer: I think that would be more the case, that it needs to be done to protect the wood itself.

Mr. Carll: But the building is in great shape in my opinion.

Mr. Flint: So, sounds like that is step 2.

Mr. Greenstein: And it's going to be a showcase facility. I know it's going to be done right.

On MOTION by Mr. Greenstein seconded by Mr. Harding with all in favor, for Kingwood Resort Services proposal to paint the Horse Stables with Sherlastic Paint, was approved.
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Mr. Scheerer: Okay, the next item on the agenda, Kingwood chose not to provide proposals on and that is the refurbished air walls in this building. So, you have several air walls that are used to separate different rooms and different sizes for different events. So, during the budget process we reached out to Hufcor. Hufcor was the original installer of the air walls here and they provided us just the base cost to remove and recover at \$37,950 which is in our budget. Mr. Kevin Baker had sent me a contact with Complete Partitions & Equipment LLC. I met with them onsite; you can see on 10/3/19. Their quote to remove and recover is the \$21,960 which

would be the follow up page. They want to prime all the steel surfaces once they remove and expose all of that at a cost of \$5,400. Then they also provided me a maintenance on all of the equipment in here at \$1,750. These walls have been here forever; they are torn, they are ripped, the hardware is missing, they don't track properly. I think that's one of the reasons the Board choose to add this as one of the capital projects items in here. The only other question if the Board chose to do it, what color do you want it? I've got a bunch of color samples which we will talk about, but the existing color is this color where the lights are right behind you now.

Mr. Flint: Well, if you are going to change that, then you have to change a lot of other stuff.

Mr. Scheerer: Yeah, I say we stay with the same color.

Mr. Flint: And we can get with Kingwood on that.

Mr. Goldstein: I would ask them on what they recommend. It's going to be a banquet facility. What we see to the right doesn't look bad. So, I don't know what you want to do, as long as it's flexibility.

Mr. Scheerer: So, as a suggestion it would be my recommendation to enter into the agreements with Complete Petitions & Equipment. Then I will get with Kingwood and we can go through the color process and I'll get with Ms. Roberts, who's my point of contact with this company, to meet onsite and just go over the timing of that and the color that they would like to see the new petitions.

Mr. Goldstein: And all the services that they are proposing.

Mr. Scheerer: Okay.

Mr. Goldstein: That should be performed.

Mr. Scheerer: I agree.

On MOTION by Mr. Greenstein seconded by Mr. Goldstein with all in favor, for the proposal from Complete Petitions & Equipment, was approved.
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Mr. Flint: The other issue is the carpet and I don't think we brought that in.

Mr. Scheerer: We didn't bring any quotes today. I did get a text from Anthony Carll saying that the Resort was not interested in getting the carpet, but we do have a dollar amount of \$40,000 in the capital fund for this year to redo carpet.

Mr. d'Adesky: Do you want to authorize up to that amount?

Mr. Flint: My suggestion would be to set up. We do have one bid. A contractor that was referred. I think they did the work at Margaritaville and the price was good. They've followed up a couple of times. So, they're eager to do the work. We could get one more bid. We've got another contractor that we've used at Lake Ashton. Didn't we get a bid from them?

Mr. Scheerer: Blackburn only sent an email; he never forwarded it up.

Mr. Flint: But we got a price, right?

Mr. Scheerer: Yes, it was like \$38,000.

Mr. Flint: We will get at least 2 bids and then if you want to delegate authority to the Chair to make the final decision?

Mr. Scheerer: We didn't bring any carpet samples. We probably need to get with Kingwood. I think the suggestion is that we go with carpet squares.

Mr. Flint: They are big squares. That's what most of the resorts do now. You can replace one square instead of having to replace the entire carpet. You go into the Waldorf and a lot of those places and you will see that.

Mr. Carll: Can we spend the \$40,000 on that kitchen back there?

Mr. Scheerer: And leave the carpet?

Mr. Carll: Yes, Alan knows a lot more about this than I do, but.

Mr. Flint: Well, there are a couple of bad spots. If they can be repaired.

Mr. Scheerer: They're not losing any sleep over it.

Mr. Greenstein: The carpeting does not look bad. I think when we moved, we were going in that direction to replace the carpeting. It was during that period when Encore was coming out of here and we did see some damage and things, but it's not that bad.

Mr. Dryburgh: They left some of their stuff, didn't they?

Mr. Flint: No, we withheld some of their deposit.

Mr. Greenstein: We can put it on the back burner. Obviously, it's the last thing that gets done. Everything else is going to be done first, so we can rethink that.

Mr. Harding: We could do a not to exceed \$40,000 if you want to.

Mr. d'Adesky: Maybe he can come back to the next meeting with the quotes.

Mr. Goldstein: I thought the Board wanted to make sure that it's right and that this MSA is going to be extremely successful for us and the Resort. Therefore, we threw in the carpeting, but if we don't think we need to do the carpeting, something else may pop up.

Mr. Scheerer: I'll talk to Anthony about the kitchen. It's a cold kitchen. We did unlock the mystery room back there. I'll get with Anthony about that today, too. There's a mystery door that had not been unlocked. It's unlocked now.

Mr. Flint: So, we will table that issue it sounds like. We've got time on that.

FIFTH ORDER OF BUSINESS

Authorization to Set Rule and Rate Hearing for Room Rentals

Mr. Flint: We are hiring Kingwood to operate our facility and from a tax perspective we need to demonstrate that we are in control of the facility. They are operating it on our behalf. So, part of that is we have to set the rental rates for the rooms. The agreement contemplates that the District would be setting the rental rates. It also contemplates that that rental fee would be split between the manager and the District when it is collected. For purposes of setting a rate hearing, there's nothing in your agenda, but we do have a draft policy/rules that Andrew drafted. To give the Board flexibility going into the rate hearing, our suggestion would be that you set it high and that way when you get to the rate hearing, we can bring it down if we need to. If you set it low and then you want to increase it, you have to re-advertise. So, we haven't had discussion with Kingwood. I've reached out, but we haven't had a chance to have dialogue. Of course, I'm sure they want it as low as possible and we want to be reasonable about the market and what a reasonable rental fee would be. I think if you set something in the \$1,500 range or give us direction in the \$1,500 range, then if we get to the hearing and we want to go \$1,200 or \$1,000, you can do that. It just gives you maximum flexibility.

Mr. Harding: So, that \$1,500 is comparable to what others are doing?

Mr. Flint: The \$1,500 would be the ceiling that you would set for purpose of the public hearing. Then at the public hearing, you can bring it down to \$1,200 if you want to. I think a comparable fee for something like this would be in the \$1,200 range. That's what we are charging now and when they utilize a facility, they are making a donation of \$1,200 because we don't have a fee set.

Mr. Carll: Is that per day or per year?

Mr. Flint: It's actually typically per a 4-hour block, but we can call around and get comparable rates, too so you all have a feel for that.

Mr. Carll: For 4 hours or are you saying for the day?

Mr. Flint: It's usually a 4-hour block, but we could do it for 8 hours.

Mr. d'Adesky: Like George said, for the purposes now we just need a ceiling.

Mr. Flint: We're not setting it.

Mr. Greenstein: We really haven't had any discussion on this, but do you think this is a distinction from a revenue standpoint between the stables and here?

Mr. Flint: Frankly, I don't know what a reasonable rate is for the stables for a wedding or something like that. For this facility you would probably want to do one fee for the entire thing and another a fee for half of it or less. Because you really can't split it up less than half.

Mr. Carll: Other ones are going to pass that cost on to their people.

Mr. d'Adesky: That's the idea. The idea is that we set it high and then talk to them about what their rate is. That's actually in the MSA. That we discuss with them and that we have a conversation about it.

Mr. Greenstein: So, for right now you want to set it at \$1,500?

Mr. Flint: Just for purposes of noticing for the hearing and then we'll come back with more information at the hearing.

Mr. Greenstein: So, we can have the hearing at the beginning of a regular scheduled meeting?

Mr. Flint: It will need to be your February meeting.

Mr. d'Adesky: February meeting, it just needs to be more than 30 days from the notice.

Mr. Greenstein: So, in the interim, if you need it you make us a donation.

Mr. Carll: Now that we are entered into the MSA, and you propose a \$1,500 per day rate, can anybody outside of us come in and rent that from the CDD for \$1,500 or does it have to go through Kingwood?

Mr. Flint: It goes through you guys.

Mr. d'Adesky: You guys are administering that.

Mr. Carll: Correct.

Mr. Flint: The only time you guys don't handle that if it's a CDD sponsored event which is going to be limited to Board meetings and maybe a community event or something if the Board decided to do that. We're not going to get into the business of renting it out directly, that's what you guys do. So, you guys have exclusive catering, you've got exclusive use as far as renting it.

Mr. Harding: So, we can move our meetings here still without a fee?

Mr. d'Adesky: That was part of it.

Mr. Flint: Although, they did book it Thursday already next year.

Mr. Goldstein: If it turns out that we determine the stables to be half of what this is, we have the flexibility.

Mr. Flint: I'm going to do, based on if the Board is agreeable, \$1,500 for the Heritage Crossing, \$1,500 for the stables. Just for noticing purposes and then you guys can set whatever rate you want at the hearing as long as it's less.

On MOTION by Mr. Harding seconded by Mr. Dryburgh with all in favor, the Rule and Rate Hearing for Room Rentals was set for February 13, 2020 at 1:00 PM at the Heritage Crossing Community Center.

SIXTH ORDER OF BUSINESS

Discussion of Sidewalks

Mr. Flint: I think you all heard the discussion at the last meeting.

Mr. Greenstein: We've had people who have fallen on paths that were Resort property ownership. And then there are adjacent areas which could be CDD or it could be private property. So, we have to tell our constituents that its cost prohibited, it has built in liability, it has a maintenance problem, and then when we did construction, we have damage and all of this other stuff. If it came to you, what would you tell them? All of the above?

Mr. Carll: That's hard, because you are represented as a government entity and I'm private side. I understand the neighborhood side of it with the joining of the sidewalks and it would be great to walk around with my family and not have to walk through mud and have a sidewalk. That kind of goes back to the owners of those lots. If we had the opportunity where we can all come together with the owners of the lots and say hey, pay to connect the sidewalks as far as that reflecting back on your CDD West meeting. As far as the repairs, Kevin and I are looking at the area right here on the 10 Watson. I'm not an expert or an engineer by any means, but there's no base there. Anytime you don't have a base underneath a sidewalk, you're going to get that. It was what we call turn and burn, pour and go and that's what happens. So, as far as repairs on this property, Alan is going to have a job as long as he wants to fix the sidewalks because it's always going to be needed. The original plan of the addition wasn't done correctly. As far as repairing them, I think it's something where the CDD, the HOA, and us as the developers get

together and figure out how to team up on it. It's a lot for just you to take on, it's a lot for just us to take on. That's the most political answer I can give you.

Mr. Flint: Yeah, that's a different issue. The issue that we are talking about is undeveloped lots where there's no sidewalks and connecting two houses with an undeveloped lot.

Mr. Carll: We need to figure something out. I just heard a great presentation from this manufacturer of a query who is mixing wax with heavy coarse sand. We took them to see a sidewalk and they actually formed it up and packed it in and water sheds off of it. It's almost like the playground material, but this one is more solid which is half of the price of concrete and can be removed and put back in rather easily. What they are doing is selling it for sand bunkers to put on the faces.

Mr. Harding: Aren't we still parading a liability though? Aren't we creating ourselves a liability that we don't have now?

Mr. d'Adesky: The answer is yes.

Mr. Goldstein: So, if I'm walking my dog down the street and my dog gets hit by a car because we don't have 3 lots of sidewalk and I have nowhere else that I can go, you can't tell me that my attorney isn't going to come after.

Mr. d'Adesky: You can try; you're going to lose ridiculously because it's not our obligation to provide a sidewalk.

Mr. Goldstein: In other cities they put sidewalks in the whole place.

Mr. d'Adesky: In my neighborhood in another part of Florida, there's no sidewalks. I want you to understand that it's different in different neighborhoods. But once you do it that duty engages and it's very serious and I say it because literally up the road my other client here we're dealing with multiple sidewalk litigation.

Mr. Flint: Celebration.

Mr. d'Adesky: Celebration, yes, you can say it. You know, it's over very small stuff. I don't want to downplay the fact that as soon as they know that we have this. Here's the other thing, too, when they know we are doing this, they are going to descend upon the community. I mean Morgan & Morgan is going to descend upon the community and file every single claim for everybody no matter how drunk they were and they tripped up their own stupidity. They are going to file that claim. I get the safety concerns; I'm not undermining them.

Mr. Dryburgh: How long have I been out here, and it still hasn't been addressed? The CDD section has grates, foundational problems. We either tear it up and move it out and stop people from walking anywhere in there or not. I think it gives people a justifiable case. It's not like the community didn't know about the problem to begin with. So, it's a balancing act here. The street you are talking about, one time I think it was the timeframe of starting construction of the homes. So, you wouldn't have this issue because all of the homes would be built by now. We are sort of waved that downtime now. I presume that it's still a waved motion. So, we're not going to force people to build homes.

Mr. Harding: I think it's a common sense thing. If you can't take a little precaution and walk between where there isn't any sidewalk to the next sidewalk. It's just ridiculous.

Mr. Greenstein: It's a difficult issue because the sidewalk is not part of a person's lot. Correct? You all agree? The lot line starts on the other side and yet the cost of putting in the sidewalk falls on the homeowner. So, I always found that interesting that it's not a CDD expense, even though we maintain it. So, that's where we have this hybrid responsibility thing going.

Mr. d'Adesky: And when you get to the end of the sidewalk turn around and walk the other way.

Mr. Goldstein: We've got cars going by at 50mph when I'm walking in the street.

Mr. Greenstein: Well, that's why I brought up doing one side of the street. Why are you walking in the street?

Mr. Goldstein: Because there's no sidewalks.

Mr. Harding: So, you can't walk over the no sidewalk area? Don't you walk out in a park?

Mr. Goldstein: No, actually my dog won't walk in our empty lots because it's got birds all in it.

Mr. Harding: Retrain your dog.

Mr. Goldstein: Your dog won't either.

Mr. Harding: Yes, he will.

SEVENTH ORDER OF BUSINESS

Ratification of Agreement with American Parks Company for Playground Equipment Installation

Mr. Flint: We are just having you ratify the agreement because we didn't have the agreement at the time, we approved it. This is the standard agreement prepared by District Counsel and the American Parks proposal has an attachment to it.

Mr. d'Adesky: We previously approved the authority to engage in the agreement. So, it's really just a ratification to formality.

On MOTION by Mr. Harding, seconded by Ms. Dryburgh with all in favor, the Agreement with American Parks Company for Playground Equipment Installation, was ratified.

EIGHTH ORDER OF BUSINESS

Ratification of Agreement with Heritage Service Solutions, LLC for Dog Park Construction

Mr. d'Adesky: We ask for the same motion for the dog park.

On MOTION by Mr. Goldstein, seconded by Ms. Greenstein with all in favor, the Agreement with Heritage Service Solutions, LLC for Dog Park Construction, was ratified.

NINTH ORDER OF BUSINESS

Consideration of Proposal from SunScape Consulting to Provide Landscape Management Services

Mr. Flint: This is for the consultant that provides landscape management consulting services for our contract with Yellowstone. The agreement has actually lapsed. I would just ask the Board whether you want to continue the agreement? Otherwise, there would be no action necessary.

Mr. Goldstein: I would like to make a proposal that we don't continue the agreement based on the fact that I don't know what they did.

Mr. Dryburgh: Second.

Mr. Flint: Well, there wasn't a motion necessary, but we have one.

Mr. Goldstein: We wanted to make sure.

On MOTION by Mr. Goldstein, seconded by Ms. Dryburgh with all in favor, to not extend the SunScape Consulting Agreement for Landscape Management Services.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. d'Adesky: We are still working on the ongoing issues obviously. We've got the contracts turned around and we are going to make sure we finalize the room rental resolution. We have not heard anything on our unexchanged bond issue which I'm happy for.

B. Engineer

Mr. Flint: Xabier, anything engineering wise?

Mr. Guerricogoitia: No, nothing engineering wise. I reported in the previous Reunion West CDD meeting for the status to open the plans for the entry improvements at the gate house on the West side and also the parking lot space at the old kiosk. Those are currently under review at the county.

Mr. Flint: Those are both in West.

C. District Manager's Report

i. Action Items Lists

Mr. Flint: The Spine Road & Tradition, that's planned to be installed on December 16th. We had some discussion at the West meeting about getting some advanced information out to the community before the stop signs actually go into service. We will go ahead and install them on the 16th, but we can bag them and then in the meantime we are talking about getting information out Monday.

Mr. Scheerer: No later than Monday, that is correct.

Mr. Flint: Then the following Monday they would go into service.

Mr. Scheerer: With maps.

Mr. Flint: And part of the scope is there's going to be an advanced sign saying stop sign ahead. There will also be flagging; two red flags crossed on each stop sign like that. Those will be temporary. The stop signs ahead can be temporary too, I think.

Mr. Scheerer: Yeah, we are actually going to mount it to one of the street lights. No flashing lights.

Mr. Flint: So, that's the status of that. The parking issue, we've got the public hearing on December 19th at 7:00 p.m. The retention pond, you are still waiting on it to clear out.

Mr. Scheerer: Yeah, we actually met with the homeowner, Jarvis and I did, on Tuesday. We walked with her and explained our situation. He was hoping to start this week. We haven't had a lot of rain, but we've been getting a little bit and hopefully he gets out here if he's not already here today by tomorrow. We want to try to expose a lot of this side of the bank too. This way the sunlight will get in and help dry it up a lot quicker, but she was very kind. I introduced her to Jarvis and we had a good conversation. She has an understanding of the challenges. So, we just need it to dry up a bit more.

Mr. Dryburgh: She hasn't sent me anymore emails.

Mr. Scheerer: Well, I've been trying to communicate directly through her, so you don't have to do that.

Mr. Flint: Okay, then the dog park and playground you've already taken action. Do you want to give an update on the status of that?

Mr. Scheerer: Yes, as far as the playground goes as soon as they get the deposit, they will start manufacturing the equipment. We're going through permitting process right now with Osceola County. We will see what kind of challenges we run into with that. The dog park, we hope December before Christmas possibly. I don't want to guarantee anything, although we did meet with Mr. Goldstein onsite. We did layout the park with the contractor. The materials have all been ordered and we're just hoping he will get rocking and rolling here. Maybe next week or the next couple of weeks, but I'm not going set anything in stone. We did get the Eastman agreement before Thanksgiving. Of course, we didn't commit to dollars until we got the agreement.

Mr. Flint: And then the crosswalk in front of the resort would be done the same time the two 4-way stops on the 16th.

Mr. Scheerer: There will be some advanced signage for pedestrians going in. It's all decorative and fluted like the rest of the place.

Mr. Dryburgh: You did have your approval to spend, I think it was \$8,000 on the locks on the swimming pool. Should we have that on here and I guess take action on that? Anthony, do you have any idea of a timeframe on that?

Mr. Carll: No, I can get it done quickly. From my standpoint I wasn't sure if it was approved, if we were voting on it or any of that kind of stuff. I can get it done quickly. We have everything here inhouse already. So, I would say by January.

Mr. Dryburgh: An email went out.

Mr. Goldstein: We talked about it during the approval to go ahead and put that on the gate when they put the new stuff in.

Mr. Scheerer: For the dog park?

Mr. Goldstein: If that's convenient? Just have them install it.

Mr. Scheerer: That was just at the time, it was only the pool facilities.

Mr. Flint: I mean the pre-entering cost is not significant. We could do that.

Mr. Dryburgh: It's the timing of getting the cards in everyone's hands.

Mr. Goldstein: And the same cards will work on the dog park?

Mr. Carll: On the dog park we can do it, we have extra. That's not a big deal. I'll get with Alan in the next couple of weeks. I will get with him and get it scheduled and I will get it installed.

Mr. Scheerer: Anthony and I will have a lot to talk about so we will make sure to get it done.

Mr. Dryburgh: Anthony, that total was not to exceed \$8,000. Have you had a conversation about who is going to do the work?

Mr. Carll: It's working great for us on the Resort side. We did a lot of the pools. We're getting a lot of flak from that because there are people that purchased in North or South. So, I think once the locks go on the CDD pools, you will have people probably come to these meetings and ask why we are locked in and all kinds of different stuff, so.

Mr. Flint: We do need to make sure on the CDD pools that everyone, whether they are a member of the club or not, has access to those. So, we just need to make sure we're not restricting. As long as they are a resident, a landowner or their guest.

Mr. Greenstein: They should bring a piece of mail that shows their address. Whether they are renting or.

Mr. Flint: Correct, I just want to make sure we're not restricting landowners.

Mr. Carll: For security, they're going to take the same steps as if we were going to give them a parking card for the gates to verify the ownership. They know a lot of the owners as well. Then, we'll run it that way. I'll send you the letter that we send out to our homeowners just letting them know that we are locking down our pools and maybe you can send out something similar to have unity here just to help.

Mr. Dryburgh: Let me throw in a question since you mentioned this, as long as they bring in piece of mail. What is the process if the individual is a renter versus an owner? The owner gets the card, not the renter. The owner gets the card and puts it in his home?

Mr. Goldstein: That's what they do with the gates now. People who rent their homes. They leave the keys for the people to go in and out.

Mr. Greenstein: I guess I wouldn't place the bar so high that it leads to an inconvenience, but I don't know.

Mr. Goldstein: Well, how else are they going to do it?

Mr. Flint: In other communities where you don't have the short-term rental situation, and you've got long term renters, you ask for a copy of the lease agreement. You typically also get something signed from the owner assigning their rights to the person leasing. In a normal situation, that's what you do, but I'm not sure about here with the short-term rental and the people staying at the resort.

Mr. d'Adesky: It's almost like a hotel situation.

Mr. Flint: I don't know if we can expect that same level of control. And again, they are administrating on our behalf.

Mr. Dryburgh: I'm not disagreeing with that at all. I'm just suggesting.

Mr. Flint: Well, Kingwood is going to be administering.

Mr. Carll: What we are doing is for our members every year they will have to come and get it renewed. If they want a new picture or whatever, so I think it's probably a good practice as well to do that with the CDD. It's just every year, no matter what, they have to come get it renewed.

Mr. Dryburgh: And what do you do for short-term renters? Guys that stay at the hotel?

Mr. Carll: They'll have a different access code for people that aren't in our membership and rent through Airbnb, they're going to have to figure out a way to leave them to Reunion or something in that nature.

Mr. d'Adesky: But that's part of the duty of the owner. You don't try to adopt those duties.

Ms. Hobbs: Going on from that, if I lost my card can I get another card?

Mr. Carll: Yes, every card will have to be paid for.

Ms. Hobbs: So, if I lost my card and I say I need another card. It's going to be \$10?

Mr. Dryburgh: We can deactivate your first card so you no longer can use it.

Ms. Hobbs: Okay.

Mr. Flint: And the way I look at that is they're probably charging more than what the actual cost of the card is.

Ms. Hobbs: Oh, sure.

Mr. Goldstein: But they are doing all of the work.

Mr. Flint: Well, that's their administrative fee for administrating on our behalf. That way we aren't having to pay them to do that; they're making something on those cards which is the reason for them.

Ms. Hobbs: No, I was more concerned about if people are passing cards all the time, there's a cost with that.

Mr. Flint: They are going to have to pay for it.

Mr. d'Adesky: Right, they're not able to gate the system.

Mr. Carll: Yeah, we're going to charge. What you will see long-term too, is what we've started seeing already from Alan's world, is the maintenance problems are going to start going down, less vandalism, less missing items and more control. I can tell you and Alan can tell you, daily there are people using our facilities that aren't supposed to be here.

Mr. Scheerer: The Terraces will be really happy. They will be ecstatic.

Mr. Carll: Terrace is a tough one.

Mr. Scheerer: Terrace is very tough.

Mr. Carll: You can give them to me in an MSA and I'll operate it.

Mr. Scheerer: For free?

Mr. Flint: I'll add access of controls to the action items list. Was there anything else the Board needed to discuss on those?

Ms. Hobbs: In the parking rules, I apologize that I don't actually have anything for you to look at, but there's one paragraph in there that basically says, that if a car is parked in the towing zone they will be given notification say by sticker or however to move the car within 24 hours. And then if the car is still there in 24 hours, it will then be towed. Is that what the Board intends to do or did the Board intend to that if the car is in a no parking area, it should be towed immediately without notification?

Mr. Flint: In the second step to that is if they violate again, they would be towed on the second without notice. So, the policy is giving one warning.

Mr. Goldstein: I don't like it.

Mr. Dryburgh: I don't think we should have to wait 24hrs.

Mr. Harding: We have to remember one thing. We are proposing is a trial. What do we have to do to make it permanent?

Mr. Goldstein: No, it's not a trial.

Mr. Flint: It is permanent.

Mr. d'Adesky: The concept we are trying to communicate is that it's within a limited area. It's not over the entire district. But for that period, for that area it is permanent until we repeal it. So, you could call it a test area, but it's in full legal effect for that little area.

Mr. Dryburgh: So, it's not going to go away anytime in the future?

Mr. d'Adesky: Unless we take action to repeal it.

Mr. Dryburgh: So, if it's in the confines that if it's not going away for those streets that we are talking about, it would seem to me that we're trying to keep that open at all times. In many cities, in other states, if there's a no parkin they tow. They don't give them 24 hours, they say go on. I don't see why we wouldn't do the same thing.

Mr. d'Adesky: It is sort of like a town or city might implement something in their downtown area first just to see how it goes and then implement it somewhere else.

Mr. Dryburgh: Someplace like Celebration?

Mr. d'Adesky: Right, we do that a lot.

Mr. Dryburgh: So, why would we not just tow it? We're trying to keep that clear for the ambulances and the firetrucks. Not, oh, you can't come through now, why don't you wait until tomorrow?

Mr. Flint: I mean, that's a policy decision for the Board, we don't have any say over whether we give a warning or not. You just need to take into account that it is somewhat transient communities, so you are going to have short term renters that may not be familiar with the policy.

Mr. Dryburgh: There should be no presumption that we are going to put a sticker on it for that matter.

Mr. Harding: Well, they can be ticketed.

Mr. Flint: Not by us.

Mr. Harding: No, but by the police. Just like a car is parked in the wrong direction on the side of the road.

Mr. Goldstein: But if he's going to ticket it, he's going to tow. He won't leave them there I don't think.

Mr. Flint: They usually just ticket them.

Mr. Dryburgh: If somebody called in someone from security and make sure that at every hour they are driving up and down and if they see a car that's illegal, they have to pick up the phone and call the cops. I'm suggesting we pick up the phone and call the towing company. There's no presumption that they can stay there, unless we tell them they can. And if you say No Parking, tow them. I don't understand why we wouldn't.

Mr. Greenstein: Let's talk about how we can change that officially. The notice that we put out included the rule with a warning feature to it. If we want to change that as a result of input of consideration after the hearing, can we propose to adopt that? Afterwards, we close the hearing and 2 minutes later we are in a Board meeting. Why can't we change it during the meeting?

Mr. Goldstein: Because it hasn't been adopted yet. We are adopting it in the meeting, so why wouldn't we change it then adopt the change?

Mr. Greenstein: That's what I'm saying.

Mr. d'Adesky: So, where we are right now is, we've put out a proposed version initially, but there were changes made even to that one we put out. The final version will be adopted at the meeting. Obviously, we have to agree upon it and adopt a final version., but up until then we can make changes so long as there's not a monetary imposition that's being raised.

Mr. Flint: So, what Andrew is saying is if you want to eliminate the warning, you can eliminate the warning.

Mr. d'Adesky: It's fine. Eliminate the warning and what I'm saying is the penalty isn't getting any worse, right? So, the penalty is you get towed. There's no increase from that.

Mr. Goldstein: We foresee another problem of the notice that went out too, originally Houston was on a list of streets and it wasn't on the notice.

Ms. Hobbs: But it's been sent out revised.

Mr. Goldstein: Has it been? I sent George a notice about it right away. Did it go out revised?

Mr. Flint: Yes.

Mr. d'Adesky: Alan, could you do like a presentation.

Mr. Flint: We are doing a presentation.

Ms. Hobbs: So, we can eliminate that paragraph that at any time you can be towed.

Mr. d'Adesky: Yes, I just want to be very specific when we are going into that meeting I want to have the exact language that we are adopting or not adopting. That's why I said right now, if you have a direction on the way we want to go, I can go ahead and type it up so everyone sees clearly what we're doing. And I can even present if you want a version with and a version without. I can type up that page with and without that language in there if you want me to do that?

Mr. Greenstein: The more we discuss it the more we hold it up to the light we are going to find things that we want to remove. So, cut down on the administrative action. I would just hold off until the day of the hearing.

Mr. d'Adesky: No, I'm not going to reprint it. I just want to make it clear.

Mr. Hobbs: So, as you said we will have one version with it and one without it.

Mr. Greenstein: I am kind of thinking about the other things that come up.

Mr. d'Adesky: We can work on those and strike those. I just want to make sure we are doing everything we can proactively. If there's a will of the Board to do something, and that might be something we should at least have an option.

Mr. Greenstein: All I know is this, Victor is sitting in the chair, this is security. When this thing goes live, I personally would not want to see a whole bunch of cars towed. We put the warning thing in there because we were thinking we are just implementing something new and radical. So, while I think the rule should say, white is white and black is black and there's no in between. Then when we implement, I would hope it's implemented with some judgement and some logic.

Mr. Goldstein: We will try to contact the person and ask them to move it before they tow it.

Mr. Cruz: So, right now we just need to make contact and we give them 24 hours. In 24 hours if the vehicle hasn't moved, then we will tow them.

Mr. Goldstein: And that's on the current policy.

Mr. d'Adesky: You can still try to make contact.

Mr. Goldstein: What does the towing sign say now? At the entrances of all of our subdivisions. We've got the towing sign to tow whoever it is. The same thing on there about time or anything like that impacting on what we we're doing.

Mr. Flint: As part of the implementation, we're going to have to look at the signage. We're not going to start the implementation until we have the proper signage in place. So, we have the hearing on the 19th. Well, we are going to have to have an agreement with the towing company as well which we don't have yet. We can't do it now because we don't have a policy.

Mr. d'Adesky: But I will say the sign isn't going to include all the clauses and stipulations.

Mr. Flint: But it may say depending on what you all adopt, No Parking on odd numbered side of the street or you will be towed. There's going to have to be some identification of what side they can park and which side they can't.

Mr. d'Adesky: Well, what I was going to say is you want to try to keep the policy. I know there were some comments about this is what the policy says and this is what you do. You want to keep it pretty accurate in what you do and what the policy is because this will be challenged. If you are applying this in an arbitrary and you know capricious manner, we're going to be in a little bit of trouble.

Ms. Hobbs: Yes.

Mr. Dryburgh: I don't have a problem with seeing some cars towed away because at some point the owners of the property will be aware of who has been ignoring it to a great extent. All of the sudden it's impacted.

Mr. Greenstein: I'm talking about the first offense. I'm not talking about repeat offenders. You don't just go. Victor explains his procedure, it's fine.

Mr. Flint: I mean the other thing you might choose to do is during implementation you give some discretion for a period of time to get people accustomed to the fact that there's a new policy in place just like we are doing with the stop sign.

Mr. Dryburgh: 30 days.

Mr. Flint: Yes, for the first 30 days and then once that's over, no more warnings. I know John doesn't want to do that.

Mr. Cruz: No, I agree. He wants to tow it though.

Mr. Dryburgh: I think what you need to do is make sure you are doing more than that. I think you need to go a little step farther in that the HOA needs to be sending out a mass email at least once a week saying there is no parking on these streets. Be aware your car will start being towed 30 days from this date. Not to surprise them because I know that's what we are going to hear. I had no idea. I didn't see it. Well, at some point you say, that's too bad.

Mr. Flint: Right.

Mr. Dryburgh: If your renters are upset because they were renting 3 days and they blocked off and their car got towed. At some point you have to draw a line and say this is it.

Ms. Hobbs: You are talking about that paragraph only being implemented for 30 days?

Mr. d'Adesky: There will be grace period.

Mr. Flint: We can do the grace period administratively how we impose it.

Ms. Hobbs: So, we are talking about removing that paragraph and then doing an administrative grace.

Mr. Flint: Grace period on the implementation. You wouldn't need that in the rules.

Mr. d'Adesky: The key for the rule. The reason we need the rule is because we are towing people. That's the real thing. If it's something like placing a warning on somebody's car and we want to do let's say, a month or 2 months of just placing warnings so people know and we're not actually towing, that's fine. The reason why we're adopting the rules is because we're going to be towing their vehicles. I'm just saying this is the crux of it, right. So, modifying things like for example not towing them or giving them warnings.

Mr. Greenstein: It shouldn't be in the rules.

Mr. d'Adesky: It's in the rule, but whether or not we phase it in over an administrative period of a month or two doesn't impact the rule.

Ms. Hobbs: But it does impact the paragraph with that rule. We have a paragraph in the ruling saying we will give you 24 hours notice for your first offense. Do we have to do that? That's my question.

Mr. d'Adesky: Yes, we have to do that.

Ms. Hobbs: Are we going to leave that paragraph or take it out?

Mr. d'Adesky: So, then we can remove that paragraph.

Mr. Goldstein: So, you can tow if you want to tow right away or you can be nice guy and give a warning.

Mr. Greenstein: It's administrative.

Ms. Hobbs: Do I need to make a motion?

Mr. d'Adesky: No, you can direct me to do it and I'll do it.

Ms. Hobbs: Okay.

Mr. Flint: Sounds like we have a consensus.

Mr. d'Adesky: I'll circulate it back.

Mr. Flint: Thank you.

ii. Approval of Check Register

Mr. Flint: Were there any questions? Hearing none.

On MOTION by Mr. Greenstein seconded by Ms. Goldstein, with all in favor, the Check Register, was approved.

iii. Balance Sheet and Income Statement

Mr. Flint: You have the unaudited financial statements through October. Any discussion or questions on those? Hearing none.

iv. Status of Direct Bill Assessments

Mr. Flint: Then you have the status of your direct bills. We don't have any that are currently outstanding. First payments are due in November. We do have a couple that are still outstanding, so hopefully those will get paid before your next financials are produced. I'll follow up on those.

ELEVENTH ORDER OF BUSINESS

Other Business

Mr. Flint: Was there anything else the Board wanted to discuss that's wasn't on the agenda?

Mr. Harding: Yes, I have one item with regards to the security agreement between the CDD and Resort. It was my impression and I was told by Victor and I think John also that you guys were looking at changing the uniforms of our security people. Is that still in the plan?

Mr. Cruz: Yes, that's still in the plan. We also, just to note on that, we thought we'd purchase another car now. So, we have now a total of 5 vehicles. We are no longer using the golf carts. We use one golf cart for the grounds. You'll see vehicles that are on the property as well.

Mr. Goldstein: I wanted to bring up discussion about the landscaping. I think our due diligence, if nothing else, we should at least put it out for bid now and kind of see where we are going. I'd like to make a motion to put the landscaping agreement out for bid.

Mr. Greenstein: I'd like it to go on record for the fact that it will be 4 years.

Mr. Flint: It will be 4 years in May.

Mr. Greenstein: 4 years in May since we competed it, I think. It's the right time to take a look and see what our options are. So, I think we should. I'll second the motion to put it out for competitive bid.

Mr. Flint: We forgot, that didn't come up under West, but that doesn't preclude East from moving forward. Probably should have been brought up under West as well.

Mr. d'Adesky: How about we bring back a form at the next meeting.

Mr. Dryburgh: There has to be at least a better option. I'm sure West will consider it.

Mr. Flint: Well, we'd want to bid it together.

Mr. d'Adesky: Jointly, because you're not getting the same.

Mr. Flint: Especially since they are paying part.

Mr. d'Adesky: What you could do is have him put together just the RFP package and bring that back so it's in our agenda.

Mr. Flint: So, your direction would be to have staff prepare an RFP. We could put it on the January agenda and then it could be issued.

Mr. Dryburgh: That's fine.

Mr. Greenstein: So, West can catch up with that.

On MOTION by Mr. Goldstein seconded by Ms. Dryburgh, with all in favor, Landscaping Agreement out for bid, was approved.

TWELTH ORDER OF BUSINESS

Supervisor's Request

Mr. Flint: Are there any Supervisor's requests? Hearing none.

THIRTEENTH ORDER OF BUSINESS

Next Meeting Date

Mr. Flint: The next meeting date is the 19th at 7:00 p.m.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Dryburgh seconded by Ms. Greenstein, with all in favor the meeting adjourned.


Secretary/Assistant Secretary


Chairman/Vice Chairman