

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 10, 2020 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
Trudy Hobbs	Assistant Secretary by phone
Steven Goldstein	Assistant Secretary
John Dryburgh	Assistant Secretary

Also present were:

George Flint	District Manager
Tricia Adams	District Manager
Jan Carpenter	District Counsel
Molly Maggiano	District Counsel
Steve Boyd	District Engineer by phone
Ashton Bligh	Bond Counsel by phone
Alan Scheerer	Field Manager
John Cruz	Reunion Security
Nicole Ailes	Yellowstone Landscape
Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order at 1:00 p.m. and called the roll. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: This is an opportunity for any members of the public to provide comment on any CDD business that is either on the agenda or not on the agenda that you would like to bring to the Board's attention. If you do, please state your name and address and try to keep your comments to three minutes. We have a call-in number for residents. Do we have anyone on the phone, Tricia?

Ms. Adams: Yes.

Mr. Flint: Do any residents on the phone or in the audience want to provide comments to the Board? Hearing none,

THIRD ORDER OF BUSINESS

Organizational Matters

- A. Administration of Oaths of Office to Newly Board Members**
- B. Electing Officers**
- C. Consideration of Resolution 2021-06 Electing Officers**

Mr. Flint: Chapter 190 requires that each time there is an election, the Board is required to consider an election of officers. So we provided Resolution 2021-06 in your agenda, which elects a Chair, Vice Chair, Treasurer, Assistant Treasurer, Secretary and Assistant Secretaries. Previously, Mr. Greenstein was Chairman, Mr. Harding was Vice Chairman, Mr. Ariel Lovera who is in charge of District accounting was the Treasurer, Ms. Teresa Viscarra was Assistant Treasurer, I was Secretary and the three Board Members that were not Chair or Vice Chair were Assistant Secretaries. That is for purposes of being able to attest the Chair or Vice Chair's signature. We can handle each office individually and take nominations and have the Board vote or if a Board Member wants to make a motion to elect a slate of officers, we can handle it in one motion. It is however the Board would like to proceed.

On MOTION by Mr. Harding seconded by Mr. Greenstein with all in favor, retaining the current slate of officers as evidenced by Resolution 2021-06 Electing Officers, was approved.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the November 12, 2020 Meeting

Mr. Flint: Are there any additions, deletions, or corrections to the November 12, 2020 minutes?

Mr. Harding: The wrong people were assigned to different comments, but that's okay.

Mr. Greenstein: There is one line that I need to remove because it was taken out of context. It was totally misinterpreted. It has to do with the parking situation. We approved an exception for Watson Court.

Mr. Flint: Is it on Page 25, Mark?

Mr. Greenstein: Yes. We approved an exception because all of the details that went into that exception was in the prior paragraph.

Ms. Carpenter: Is it on Page 26?

Mr. Flint: We talk about parking on Pages 25 and 26 and then the motion is on Page 27 regarding Watson Court.

Mr. Harding: Is it your comment in the middle of Page 26?

Mr. Greenstein: I will look at it again and if I have a problem, I will let you know.

On MOTION by Mr. Harding seconded by Mr. Goldstein with all in favor the minutes of the November 12, 2020 meeting were approved as amended.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2021-05 Bond Delegation Resolution

Mr. Flint: We have Ms. Ashton Bligh on the phone with Greenberg Traurig serving as Bond Counsel. This is related to the bond issue for the Reunion Village and Spectrum projects. You set the public hearing for imposing the assessments for your January meeting. The next step in that bond issue is adopting the Delegation Resolution. Jan, do you want Ashton to present that?

Ms. Carpenter: Sure.

Ms. Bligh: This is Resolution 2021-05. The original resolution was adopted by the Board in October of 2001. This Delegation Resolution contains documents as exhibits for the Series 2021 bonds. The District will issue \$21,000,000 as stated on Page 4. In addition, there are forms of certain documents attached to this resolution, which includes the Eighth Supplemental Indenture, Bond Purchase Contract, Preliminary Limited Offering Memorandum (PLOM), Rule 15c2-12 certificate, Continuing Disclosure Agreement and four Developer/District documents, which include the Acquisition Agreement, Collateral Assignments, Completion Agreement and two True-Up Agreements. A couple of items that I would like to point out includes Sections 4 and 5. In Section 4, Florida Law requires certain findings, so you don't have to do a public offering, which includes the financing and having a negotiated sale that is in the best interest of the District. The Underwriter, in this case FMSbonds, Inc., can assist in obtaining the most attractive financing. The bonds will be issued only to accredited investors and the District will not be adversely affected if the bonds are not sold via competitive sale. Under Section 5 are certain parameters, which include any optional redemption for the Series 2021 bonds that will be determined at pricing. The interest rate on the Series 2021 Bonds shall not exceed an average net interest cost rate, which shall be computed by adding 300 basis points to The Bond Buyer "20 Bond Index" published immediately preceding the first day of the calendar month in which the bonds are sold. The aggregate principal amount of the Series 2021 Bonds shall not exceed

\$21,000,000. The Series 2021 Bonds shall have a final maturity not later than the maximum term allowed by Florida law, with a principal amortization period of no longer than 30 years; and the price at which the Series 2021 Bonds shall be sold to the Underwriter shall not be less than 98.0% of the aggregate face amount of the Series 2021 Bonds. I also want to bring your attention to Section 16. We also included an acknowledgement that some of the consultant reports and assessment resolutions may refer to the 2020 Project or Series 2020 Bonds. It is understood that, that designation for the project and bonds should reflect an issuance in 2021. That is the Delegation Resolution. If you have any questions, I am happy to respond.

Mr. Flint: For the Board's benefit, basically this resolution sets parameters under which if these parameters are met, the Chair is authorized to execute the documents necessary to close on the bonds including the Bond Purchase Agreement. So this precludes you from having to have a special meeting to actually price and finalize the bonds. It is called a "Delegated Award Resolution," which delegates that authority under certain parameters to the Chair or Vice Chair. This is very typical and is how all of the CDD bond issues are handled and how you have done it in the past. So once the assessment hearing takes place in January, assuming the timing on the Underwriter pricing the bonds, the District would be in the position to be able to close on those.

Mr. Greenstein: It seems straightforward. The only question that I have is in Section 1 it talks about the aggregate principal amount not to exceed \$21,000,000. Am I correct in saying that earlier documents made reference to \$23,000,000?

Mr. Harding: Yes. That's what I saw.

Ms. Carpenter: There was quite a bit of discussion on the bond amount. We found two or three different bond amounts that had been circulated. The bond amount will be under this. This was approved by the Underwriter and the developer as a not-to-exceed \$21,000,000.

Mr. Greenstein: Fine.

Ms. Carpenter: All of the documents will reflect that and at pricing, it will be adjusted to what is actually issued.

Mr. Greenstein: Right. I probably picked up the \$23,000,000 from the Engineer's Report.

Mr. Boyd: That's right.

Mr. Flint: The \$23,000,000 represents the eligible improvements, but the market is not going to allow 100% of those improvements to be funded. You work with a target assessment level and then the interest rate and amortization is going to drive how much your par debt is.

Mr. Greenstein: It is like an LTV cap in a normal mortgage situation.

Mr. Flint: Right. The methodology probably has the \$23,000,000 number in it, but that is for purposes of putting a master lien that would give you the ability to levy or issue bonds up to that amount, but based on what we think and are actually going to issue, they put a cap lower than what you could issue under the master assessment.

Mr. Greenstein: I'm sure that difference was been a typo. I just wanted to get that out.

On MOTION by Mr. Harding seconded by Mr. Goldstein with all in favor Resolution 2021-05 Bond Delegation Resolution was adopted and the Chairman was authorized to execute.

SIXTH ORDER OF BUSINESS

Consideration of Proposal from Reserve Advisors to Prepare Reserve Study

Mr. Flint: This is a proposal to prepare a Reserve Study. The Districts, both Reunion East and West had a deadline of the 2008/2009 timeframe and we are proposing that the Board consider entering into a new agreement to prepare a new Reserve Study that would more accurately reflect the current assets the District owns. Basically this is a study where the Reserve Consultant looks at all of the District's assets, the age of those, condition and develops recommendations on how much the District should be setting aside each year to replace those at the end of their useful life. This would be a combined agreement with Reunion East and West until the costs are shared on a prorated basis. The cost of this proposed agreement would actually be shared on the same basis that you share your operating expenses.

Mr. Greenstein: Is it \$15,000?

Mr. Flint: Reunion East would pay \$5,248 right now. It is a total of \$15,000. Reunion West approved this agreement in their meeting just prior to your meeting.

On MOTION by Mr. Harding seconded by Mr. Greenstein with all in favor the Proposal from Reserve Advisors to Prepare the Reserve Study was approved.

Mr. Harding: Is that similar to what we paid last time?

Mr. Flint: I think we paid a little less, but there are more assets and inflation.

Mr. Greenstein: The last time was 12 years ago.

Mr. Flint: A normal small District would pay less than half of that, but based on the size and complexity of these Districts, it's a little more.

SEVENTH ORDER OF BUSINESS**Consideration of License Agreement with
Seven Eagles Condominium Association
Regarding Mail Kiosks**

Mr. Flint: We talked about at the last meeting, as part of the District taking over the operation and maintenance (O&M) of the Seven Eagles facility, there is a mail kiosk that is located within the Seven Eagles facility that serves the Condominium Association. In other instances in Reunion where we have mail kiosks on CDD property, we entered into License Agreements. In most of those situations, it has been with the Master Property Owners Association. In this case it would be with the Seven Eagles Condominium Association. The form of the agreement is consistent with the same form that the District entered into with the Master Association for your mail kiosks. Exhibit A shows the location of the mail kiosk. Tricia and Molly you worked on this. Do you have anything to highlight for the Board?

Ms. Maggiano: I would just point out that it follows other License Agreements that you utilized. It does include a termination provision and is more dependent on your renewals. Everything else is straightforward.

Mr. Dryburgh: We discussed that it made sense for the mail kiosks to stay within the property versus outside. Why would we allow that? This has been a significant economic change. They are paying us nothing for it. Perhaps someone could address that. Why would we not ask them to move it outside and use that space for a paying vendor?

Mr. Flint: That's the Board's prerogative if you want to do that. Obviously this is different than a mail kiosk located in the center of a roundabout or something like the other mail kiosk.

Mr. Dryburgh: Most of the others are outside. You pull your car up, get out, walk up, get your mail, get back into your car and drive away.

Mr. Flint: Right.

Mr. Dryburgh: In this case, as I recall, it was probably where that bocce ball court was.

Mr. Harding: That was the old location.

Mr. Dryburgh: Is there a space there or anywhere around there to put it outside? If not, then obviously it doesn't make sense.

Mr. Harding: Do you see where the new location is?

Mr. Dryburgh: I do.

Mr. Flint: Alan indicated that there is no other area that he is aware of. Again, if it was back at the original location, that was the CDD's as well.

Mr. Scheerer: Yes. It was located inside behind the pump station between the pump building, which is what you refer to John, and the new bocce courts. There is an overhang right there. I believe it was moved indoors because of water intrusion problems, but that's also on CDD property.

Mr. Flint: You don't have an obligation to provide it.

Mr. Dryburgh: We don't have the obligation. I was trying to understand. There's no space outside so this is the only option we have.

Mr. Scheerer: You would have to construct a whole new root structure, support structure, enclosure, everything.

Mr. Dryburgh: Thanks.

Mr. Harding: But that makes no sense.

Mr. Greenstein: When it first came up that the Management Services Agreement was being terminated and we were taking back the O&M of the Seven Eagles complex, we were looking at space that possibly could be repurposed, such as the game room space. Then you have the mail kiosk. We are talking about having even more space if you took a reversed previous decision to create the mail facility in that space. First of all, we are responsible for establishing a kiosk.

Mr. Flint: No. We don't have that responsibility.

Mr. Greenstein: Is it an HOA? Who actually provides the mail facility? Who is responsible for establishing a mail facility?

Mr. Flint: We are not responsible. We inherited it. Technically it is the Condo Association's responsibility to make sure that they have a mail facility, not the CDDs. So we inherited the location of that within Seven Eagles. You can do anything you want to, keep it the same, charge them, etc. There is a 30 day termination provision in here so you have the ability to think about it and at some point in the future, change the arrangement if necessary. You are not obligating yourself to any long-term arrangement by approving this, but at least we are formalizing the relationship where we are right now.

Mr. Dryburgh: You are saying that the local HOA for Seven Eagles could put a mail kiosk in the parking lot?

Mr. Flint: Right. On their own property.

Mr. Dryburgh: On their own property, but we could give legal access so all residents could reap the economic rewards of someone going there for Pilates classes. Maybe we can do that for this year, but by next year, we should have a chance to study that.

Mr. Flint: This is kind of like eating an elephant one bite at a time.

Mr. Dryburgh: Yes.

Mr. Flint: We are taking the first few bites right now. Then we save that bite for later.

Mr. Greenstein: In order to give them legal access.

Mr. Harding: Due to the fact that it is CDD property and the property owners are also part of the CDD, I don't have a problem with it.

Mr. Greenstein: I'm not looking to impose fees or do anything along those lines. I think we need to give them legal access. We need to put this License Agreement in place. If when we look at the overall Seven Eagles complex situation, and it was determined that we need the space for another purpose, then we will address it at that time.

Mr. Goldstein: We can change it at any time, right?

Mr. Greenstein: Yes, with 30 days' notice.

Mr. Dryburgh: Mark, we can generate revenue to offset some of these costs. Let's say that there is some benefit and they wanted to set up a facility for themselves to rent out for \$1,000 per month, why would you not charge them, like everyone else? The HOA can set that up.

Mr. Greenstein: Again, it's something down the road. We had a similar situation with property on the west side from the POA.

Mr. Harding: How did all of those mailboxes get moved from where they are now to the front?

Mr. Scheerer: I don't know.

Mr. Greenstein: That was done awhile go.

Mr. Scheerer: At one time, they were in the back.

Mr. Flint: I can call Judy.

Mr. Greenstein: It's an old one. So we are going to do this because we need to make the situation legal and we will look at it down the road when we look at the overall purposing of the space that we now have back in our possession. A motion to approve the License Agreement with the Seven Eagles Condo Association would be in order.

Mr. Greenstein MOVED to approve the License Agreement with the Seven Eagles Condo Association for mail kiosks and Mr. Goldstein seconded the motion.

Mr. Harding: So then it's up to them to put in the mailboxes. I don't understand.

Mr. Flint: All this does is formalize the arrangement that they remain where they are.

Mr. Greenstein: Nothing has changed.

Mr. Harding: Oh, I see.

Mr. Flint: But it does put the burden on them to maintain those mailboxes, so it's clear who has the maintenance responsibility.

Mr. Harding: Okay.

Mr. Dryburgh: Does it require them to maintain the space for cleanliness?

Ms. Carpenter: Yes. We would have someone come and sweep.

Mr. Flint: No, they would have somebody do that.

Ms. Maggiano: It is on Page 2 under Section 6.

Ms. Carpenter: It would almost seem better to charge them \$100 a month and make sure that the person cleaning doesn't try to bring in another service to clean.

Mr. Greenstein: One would think. It's small.

Ms. Carpenter: There is an administrative cost for that area, but it would be up to the Board if they wanted to charge to recoup the cleaning cost.

Mr. Flint: I'd rather not get into that.

Mr. Greenstein: Right. I think it's a minimal expense. We are going to have janitorial for the overall facility and this is a small piece of it.

Mr. Harding: I don't think we need it.

Mr. Greenstein: I would not do that.

Mr. Flint: I think we should leave this language in here.

Mr. Greenstein: Let's put it this way, if it becomes a problem because of the mail collection habits of our residents, then we will discuss it, but other than that, I wouldn't worry about it.

On VOICE VOTE with all in favor the License Agreement with the Seven Eagles Condo Association for mail kiosks was approved.

EIGHTH ORDER OF BUSINESS**Consideration of Proposal for Seven Eagles Fitness Equipment Maintenance**

Ms. Adams: This proposal is from Fitness Services of Florida for repairs on all of the cardio and weighted equipment in the Fitness Center, except for four treadmills that are recommended to be replaced because they are at the end of their useful life.

Mr. Flint: Keep in mind that this equipment is not owned by the CDD. It is being conveyed to the CDD at no cost from the resort. There are a lot of maintenance issues with the current equipment, but under the Management Services Agreement, that wasn't our equipment for them to maintain on our behalf. I just wanted to mention that. Although there appears to be deferred maintenance on that, it would've been something that they would be obligated to have under our agreement with them.

Ms. Adams: So a vendor was onsite in November and went through each piece of equipment inch-by-inch. He was here for almost seven hours assessing the equipment, re-assessing the equipment and making a determination on what equipment was still useful and had a good amount of life span predicably left. Again, four treadmills were not included for repair because they were at the end of their useful life. Moving forward, staff recommends that the repairs are made, the equipment is brought back to good to excellent condition and is placed on a preventative maintenance program. Staff would bring forward a proposal for quarterly visits. You would not see these types of repairs on a regular basis. This would be anticipated as a one-time repair to get this equipment up to standard.

Mr. Harding: So he felt like all of the other equipment besides the four treadmills were repairable.

Ms. Adams: Yes. The equipment is top of the line in terms of the frames and components that were purchased. The age of the equipment and the issues that he found, did not justify disposing of the equipment, but repairing the equipment.

Mr. Harding: So there is no regular recurring cost of maintaining the equipment. It is just for periodic maintenance.

Ms. Adams: This would be a one-time proposal to repair everything and bring it back to good condition. At a future meeting, you will see an inventory of all equipment and the cost for preventative maintenance services from this vendor or a similar vendor.

Mr. Flint: So they come quarterly and if a cable needs to be replaced or a pin needs to be replaced or a roller, it will be done.

Ms. Adams: They do wear and tear issues, but not to this scale.

Mr. Dryburgh: Tricia, do you have any other facilities where you have quarterly maintenance?

Ms. Adams: Yes. Quarterly maintenance is the industry standard for CDDs that have fitness centers that are high use facilities.

Mr. Dryburgh: Right, but we talking about \$1,000 per quarter.

Ms. Adams: I'm thinking it will be around \$200 per visit. It's not particularly expensive. Oftentimes if there's a small repair, it can be held until the next trip, depending on if it is critical to the operation of the machine or wouldn't cause another issue.

Mr. Flint: He also greases the machines.

Mr. Harding: Oh okay.

Ms. Adams: For preventative visits, you will see a list of services. It can include flipping the treadmill belts and rotating the treadmills because people tend to use the same machines.

Mr. Harding: Evidently the resort wasn't maintaining it very well. Right?

Ms. Adams: I can't speak to that, but this is a \$15,000 repair that needs to be made. You can see where some repairs were made, but maybe they weren't quite to the standard that this Board would like to see maintained.

Mr. Harding: Have we dealt with this guy before?

Ms. Adams: Yes. In my opinion, they are the best in finding parts in cases where you have equipment that might be a little more difficult to repair. You have standard industry standard equipment. I requested a particular technician who is extremely thorough and competent.

Mr. Harding: I think we all agreed at the last meeting that this is a facility we want to continue with and provide for all of the property owners here. Right?

Mr. Dryburgh: Yes. We are looking at about \$33,000.

Mr. Harding: There was no question about not keeping it open, right?

Mr. Greenstein: I agree.

Mr. Dryburgh: It's the only one on the east side. Even though we heard all of the discussions on the workout facility and bringing in new equipment, I think COVID-19 put a kibosh on there being information to do that. This becomes an alternative for our residents to have access to it.

Mr. Flint: Right. This is the only one that everyone has access to, not just resort members. So the repairs were \$15,000.

Mr. Greenstein: Right. The new machines cost about the same to repair.

Mr. Flint: Yes. There are some options.

Ms. Adams: The repairs are for all of the equipment in the Fitness Center, except for those four treadmills.

Mr. Harding: Right.

Ms. Adams: Some equipment had to be shut down for safety purposes because the cables were imminently going to break.

Mr. Dryburgh: Was anything stolen? Were any weights missing?

Ms. Adams: We didn't notice any attrition with the lightweights. That can happen from time-to-time. Alan and I have been speaking about replacing some small pieces of fitness equipment such as mats. I'm working on that.

Mr. Harding: So there are two different bids as far as replacing the four treadmills, right?

Ms. Adams: Yes. After we get through the proposal for repairing the equipment, we can address the four treadmills that require replacement. The Board has options between quality refurbished equipment or brand new equipment. With brand new equipment, you have different options for the kinds of accessories that you want to see on the treadmills in terms of internet access and some other options. That will be a policy decision that the Board makes.

Mr. Flint: Do we want to go ahead and take care of the repair proposal, the \$15,252?

Mr. Greenstein: Did anyone estimate what it would cost to replace everything? In other words, we are repairing the existing equipment for \$15,000. That's fine because it still has a useful life. If you were doing this on your own, you would want to know the replacement costs for like equipment.

Ms. Adams: I don't have that calculation, but for the weighted equipment, the Nautilus style machines, where you change the pins, it is extremely unusual to replace that equipment. It has a very long useful life and typically the components are changed out. Now cardio equipment is replaced more frequently, depending on the usage, a seven, eight or nine year useful life for facilities with low usage.

Mr. Greenstein: I was just doing the calculating on my own and that is going to be a question that people may ask. That is the only reason why I bring it up. I'm glad that the majority of the equipment is serviceable and repairable, we can move forward with it and we are acquiring it at no cost.

On MOTION by Mr. Greenstein seconded by Mr. Goldstein with all in favor the Proposal for Seven Eagles fitness equipment maintenance in the amount of \$15,200 was approved.

NINTH ORDER OF BUSINESS

Consideration of Proposal for Seven Eagles Fitness Equipment Replacement

Mr. Dryburgh: On the replacement of equipment that they would be selling, would they be giving this a working repair time for parts and labor? It wasn't on that proposal. Would it be \$2,500 per year? For the four treadmills, the expensive option now is to get them refurbished. With these guys, they provide a warranty.

Mr. Goldstein: It says one-year electrical parts and labor.

Ms. Adams: Yes. John just brought up that the first proposal in the package is for refurbished equipment. This is for Life Fitness treadmills, which is a well-known brand. They are very consumer friendly. That is the type of equipment you see the most prevalent in quality fitness centers and commercial facilities. You can acquire these four refurbished treadmills. They will take the other ones as trade-ins, which will deal with the disposal of the other equipment. The total purchase price is \$11,600. If the Board does not want to consider refurbished equipment, but you wanted to consider new equipment, there are a couple of different options from Life Fitness themselves. They have sales representatives in the Central Florida area. GMS staff has worked with them before in the acquisition of new fitness equipment. You have some different options in terms of the console and the accessories you want to see on the treadmills.

Mr. Greenstein: So is the Model 95T for the refurbished unit equivalent to what we currently have?

Ms. Adams: Yes.

Mr. Dryburgh: Am I reading this correctly that it will cost \$1,010,000?

Ms. Adams: I don't have a grand total here. We were looking at unit price options. If the Board gives direction on the level of equipment we are looking for, we can put this out for competitive bids. If the Board is interested in new equipment, the console is going to be the differentiator here.

Mr. Greenstein: So is the higher priced one, the one for \$29,000, for new equipment? Is that comparable to what we have?

Ms. Adams: It is. There is Wi-Fi service in the Fitness Center and some of the consoles connect to the internet. To be frank with you, I don't see that heavily utilized. With the Wi-Fi,

you can plug into programming or watch live cable or whatever you want to browse through. All of the treadmills have a screen allowing for different programming, if you want to engage in a particular elevation, but frankly, most users increase the speed manually. Raising the elevation manually is what you see most often.

Mr. Greenstein: Well like anything you purchase, whether it is refurbished or new, you have, I'm not saying a test period, but if they deliver something we are not happy with, warranty or no warranty, we wouldn't want to be stuck with them. Do you know what I mean? As long as we can accept them at that point, then I would go with the refurbished one at \$11,600.

Mr. Dryburgh: So would I.

Mr. Harding: To refurbish the treadmills?

Mr. Flint: No. Those are replacements.

Mr. Greenstein: With refurbished machines.

Mr. Harding: They are just used.

Mr. Dryburgh: Maybe we should reach out to Anthony and ask him if they want to have their residents coming into a higher caliber workout facility. Maybe they can make out a check for \$10,000 or \$20,000 to make up the difference. Otherwise, they are going to get you a standard model.

Mr. Greenstein: Can you reply on this George?

Mr. Flint: They can donate money.

Mr. Dryburgh: Exactly.

Mr. Flint: The reality is it is not going to make a difference.

Mr. Harding: They already gave us money.

Mr. Flint: They gave us all of the pool furniture too.

Mr. Greenstein: As long as there is a 30 day return policy, I would go with the refurbished machines.

Mr. Harding: The \$11,600.

Mr. Greenstein: You can get something under warranty. As long as we have a 30 day termination.

Mr. Flint: Usually their refurbished machines are pretty good.

Ms. Adams: We had a good history.

Mr. Harding: Let's do that.

Mr. Greenstein: We are not going to spend \$23,000 to \$30,000 for four machines when you can get refurbished ones.

Mr. Dryburgh: I agree.

Mr. Greenstein: I approve purchasing refurbished treadmills from Fitness Services of Florida for \$11,600. That's the important number.

Mr. Harding: It's obvious from this discussion that Tricia knows more about this than any of us who don't work out on a regular basis.

Mr. Greenstein: That's for sure.

On MOTION by Mr. Greenstein seconded by Mr. Goldstein with all in favor purchasing refurbished treadmills from Fitness Services of Florida in the amount of \$11,600 was approved.

TENTH ORDER OF BUSINESS

Ratification of Agreements for Services at Seven Eagles Amenity Facility

- A. Landscape Maintenance Agreement Amendment**
- B. Pool Services Agreement Amendment**
- C. Janitorial Services Agreement Amendment**

Mr. Flint: These are all ratifications of agreements. The Board approved the proposals. We are just bringing back the agreements that were in place to have them ratified. I think we provided you with the proposals at the last meeting.

Mr. Harding: That was the \$18,000 for landscaping and \$2,900 for the pool service.

Mr. Flint: Then the janitorial.

Mr. Harding: Are we hiring a new janitorial person?

Mr. Flint: I think it's the same person.

Mr. Scheerer: Yes.

Mr. Flint: We are just going to be contracting with the resort for them to provide the janitorial.

Mr. Harding: Who will he report to?

Mr. Flint: He will be interfacing with Alan. He technically is an employee of the resort. He reports to Kingwood.

Mr. Harding: Will he still be an employee of Kingwood?

Mr. Flint: Yes.

Mr. Scheerer: They do the janitorial for all of the other CDD pools. They are still employees of Kingwood.

Mr. Greenstein: We contract that out.

Mr. Flint: We have maintenance people in other communities, but I think in this instance, you are paying an hour for this person.

Mr. Harding: \$17 an hour.

Mr. Flint: Yes. It would be hard for us to do it directly with payroll tax benefits and everything else that has to be provided. We need a motion to ratify all three agreements.

On MOTION by Mr. Greenstein seconded by Mr. Harding with all in favor the Landscape Maintenance Agreement Amendment, Pool Services Agreement Amendment and Janitorial Services Agreement Amendment for the Seven Eagles Amenity Facility were ratified.

Mr. Flint: Mr. Chairman, do you want me to move on to staff reports?

Mr. Greenstein: Yes. Now that we have the Seven Eagles Amenity Facility, we haven't extended control through an MSA. It's ours to manage. At a future meeting, between now and the next meeting, think of ideas for what to do with the game room. Alan, are the machines still in there?

Mr. Scheerer: As of last week, yes.

Mr. Harding: The contract is with the resort though, right?

Mr. Scheerer: Correct.

Mr. Harding: So they have to remove them. Right?

Mr. Greenstein: They need to remove the machines from the game room. Maybe when we see the empty space, we will start thinking about what to do.

Mr. Goldstein: Mr. Harold Olsen, a member and owner here, who designs game rooms and homes in Reunion, expressed an interest in providing a proposal to us of what they think they can do with that game room and what cost we would be talking about. Once we get to that point, we should at least entertain the idea of letting them come in and make suggestions to us. I told him that I would bring it up at the meeting today.

Mr. Greenstein: I'm not over at Seven Eagles that often, but the couple of times that I have been in the last month, it was getting some traction.

Mr. Harding: I know. It would be good to put a pool table in there or maybe another ping pong table.

Mr. Scheerer: They had an outdoor pool table and ping pong table, but the pool table is gone.

Mr. Harding: I know. That's what I mean. Maybe we can put a pool table in there.

Mr. Dryburgh: So you are saying move the pool table out from the outside area.

Mr. Goldstein: I think you still need one outside.

Mr. Harding: Maybe we can put a code on that door too.

Mr. Greenstein: We definitely need to have access control.

Mr. Harding: We should change the code on the Fitness Center while we are thinking about it, because we have all kinds of people going in there. I don't think they are property owners.

Mr. Goldstein: I understand. I asked Mr. John Cruz about that a little while ago.

Mr. Harding: I think we should change the code for sure.

Mr. Flint: Now that we have access control on the gate going into the pool, we should add another card reader on the Fitness Room door.

Mr. Goldstein: Yes. Then we can't pass along codes to people who don't belong here.

Mr. Flint: Having a static four digit code is not a good idea.

Mr. Goldstein: It's fairly easy to put a card reader on that door. Right, Alan?

Mr. Scheerer: I will have to check with John because the door frame is this wide.

Mr. Greenstein: I'm pretty sure that the mail kiosk has a card reader on it.

Mr. Scheerer: I don't think so.

Mr. Greenstein: Maybe I'm wrong.

Mr. Flint: We will look into it.

Mr. Scheerer: We will look into it too.

Mr. Harding: Now that it's ours, we need to do something about it.

Mr. Scheerer: We can start making some decisions.

Mr. Harding: Control the access better.

Mr. Dryburgh: There are cameras in the Fitness Center that works.

Ms. Hobbs: While we are on the subject of Seven Eagles, there is actually a side gate into the pool area, which does not have a lock on it

Mr. Greenstein: It's the delivery entrance for the restaurant.

Ms. Hobbs: Right. The reason that I raise it is one of the property owners at the pool talked to someone who isn't a resident. He doesn't pay to go in there, but uses the gate to gain access. Why would we not just secure that gate?

Mr. Greenstein: We are going to secure it. It needs to be secured.

Mr. Flint: We have a proposal. I think we asked that it be refined. That's why we don't have it on the agenda.

Mr. Goldstein: While we are on the subject of our gates, I talked with Mr. Cruz a couple of weeks ago. The lock is still on the gate at the dog park; however, you don't need a key card. It was creating a bigger problem for owners. John can't get the parts to open the gate. Most of our owners don't want to carry a card. They are out with their dog and their dog wants to go and if they don't have their card with them, then they can't get in. Honestly, even for me because I live right across the street, it has been a pain in the butt when I go out with my dog, because he decides to head that way and I don't have a card with me. So as of right now, we have seen no abuse to it at all. People were reaching over to open it because the lock on there isn't working. One time, I just put my hand over it and it opened. Right now, so everyone is aware, we are not locking the dog park until we feel like we need to. Nobody has a problem with that.

Mr. Flint: Dog parks aren't usually locked anyway. They are kind of like playgrounds.

Mr. Goldstein: Celebration has their locked right now.

Mr. Flint: They are private.

Mr. Goldstein: For right now, I asked John to unlock it.

Mr. Scheerer: I was wondering about that.

Mr. Flint: We have a proposal for the gate at Seven Eagles that will serve as a model to be able to carry over to the community pools.

Mr. Greenstein: Great.

Mr. Flint: It's going to be expensive to do. It was \$6,000. It involves replacing the fence all the way across, a 4 foot fence with a 6 foot fence and putting a barrier in.

Mr. Scheerer: I know this is on the Action Items List and since it came up, the problem with that fence is those posts are pretty much shot. They would have to pull the whole thing out, rebore it, pour in all new posts and replace the fence. So if we are going through the expense of doing that, the easiest thing to do is to raise it to 5 feet. Then you put the expanded metal on the back of the gate, which is basically a welded piece of metal with perforation holes, so the gate can open and close. We are going to get an 8 foot opening for two 4 foot gates. We are going to

eliminate that, reduce it down to one 4 foot gate, get rid of that wheel, make sure that it self closes properly and then we have the planter beds on the side. We want to prevent people from hoping the fence so we were going to elevate that at the same time. We are also looking at a revision to just do two side panels and a 4 foot gate. I don't have the numbers for that, so it would just be 5 feet here and then leave it at 4 feet if the Board doesn't want to do the entire section. With the other pools, you have three sections of fence. It's really simple. You just pull them out, put a section of fence at 5 feet, use the existing hardware that we have for the gate and the expanded metal on the bank. We are working on a number. Heartline does a lot of work. Tricia is familiar with them as George. We contacted Ian with Heartline. He has been out a couple of times.

Mr. Harding: Sounds good.

Mr. Scheerer: George is correct. Redoing the entire front of Seven Eagles is about \$6,000. It will be tall enough to where people just can't reach out. People just can't reach out to each owner and then we will also have a striked plate cover. So when the gate closes, that cover will be there.

Mr. Greenstein: That sounds good. I know initially, the numbers seem high relative to what we are trying accomplish, but it is what it is.

Mr. Scheerer: We can add a keyed lock for staff for the two side gates that was brought up earlier. Right now, you just have a thumb lock, a latch and that's it. You can have the old swimming pool locks that uses a DMV key and staff will have to keep it locked. Our pool people already have them.

Ms. Carpenter: I know there's a double gate, which allows a vehicle to go down there, between the two buildings, which used to be the old mail kiosk and the Seven Eagles Building.

Ms. Hobbs: There is fencing, but there's a gate on that fence.

Mr. Scheerer: Yes.

Mr. Greenstein: That's what Alan is talking about.

Ms. Hobbs: Okay. I wasn't sure if you were thinking about the big double gate at the top. Thank you.

Mr. Greenstein: Basically, we are going to have entry control.

Mr. Harding: Sounds good.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Carpenter: I have a couple of items. Molly is getting very accustomed to Reunion, learning the facilities, the landscaping, the various pool services, Janitorial and License Agreements. Bond Counsel got back to us yesterday with some preliminary numbers on the road or whether the roads can go private. If you were here for the Reunion West meeting, you heard that we just received a memo summarizing a spreadsheet of numbers that was tough to figure out. I will get it to you in the next couple of days so you can review it, but it goes into a little more detail of what we talked about last month; the estimated cost for the roads, which we have to get a detail of exactly what roads and the amount of the bonds. The cost of roads would have to be a proportionate cost to the total amount of bonds. The roads were a significant cost so if they were 50% of the cost of the total bond issued and that proportion is 50%, you are allowed 50% of unqualified taxable costs. So you would take that down to 45%. Look at the bonds that are outstanding and take a proportion from each bond issue. That will be amount of bonds that would have to be redeemed. In looking at the basic numbers, it looks to be a substantial number. It may be as much as 40% to 50%. The memo goes through and explains it in fairly good language and also lays out a spreadsheet with the numbers in the bond issue. Once you take a look at it, we will try to go through and see what we are actually taking from a cost perspective, looking at every bond series and figuring out how much of each bond was used for the roads and related costs and determining from that, how much would have to be redeemed. From there, it would have to go to GMS to look at which exact areas of Reunion are paying assessments. So you can figure out which homes would be impacted and we would have to repay the bonds to redeem the bonds. It's a difficult process.

Mr. Harding: It sounds like it. If the roads were private, then we could do whatever we want as far as driving on them?

Mr. Flint: The POA, Master Association or whoever owned them would be private. They could restrict access. They could restrict golf carts.

Mr. Harding: You could allow golf carts.

Ms. Carpenter: They could petition the county for a golf cart.

Mr. Harding: So who would own the roads? The CDD?

Ms. Carpenter: It would have to be the POA or some Master Association that would be able to come up with the funding to pay off the bonds.

Mr. Harding: Okay.

Ms. Carpenter: Then they would own the roads. We would convey them.

Mr. Dryburgh: They probably wouldn't let them be cut through. You could restrict access.

Ms. Carpenter: Yes.

Mr. Dryburgh: If this was not a facility, you could drive your car through there.

Ms. Carpenter: Yes. So the homeowners would be paying the cost of security and maintenance through the POA or HOA rather than the CDD. Whoever it is would take those costs to pay down the bonds and then reallocate that on the HOA side.

Mr. Dryburgh: Let's say it is \$20,000,000 after everything is said and done. Do we go out for new bonds to pay the \$20,000,000 off? The \$20,000,000 needs to be reapportioned through all of the current property owners. Is that correct?

Ms. Carpenter: It depends on the bond series. Because you have to go out and look at the 2004s and 2005s, the early bond series and even the 2007s to pay a portion of the roads, there may be a different proportion in different parts of Reunion that are being paid off.

Mr. Dryburgh: Is that still correct? There are bonds for 2004, 2005 and 2007. Will all of the property owners be paid?

Ms. Carpenter: The homeowners would be paid, but which homeowners will be paid depends on the bond series where they were allocated.

Mr. Flint: We have exclusive service assessment areas, so we would have to look at each bond issue, the assessment area and the cost of the roads. It gets a little complicated.

Mr. Harding: Is this done in other communities?

Mr. Flint: I'm not aware of it.

Ms. Carpenter: The only one I can think of, there were very few homes in default.

Mr. Harding: Okay, so essentially we would become a private community. Right?

Mr. Flint: Your roads would be private.

Mr. Harding: Non-residents can't drive on the roads. What would be public?

Mr. Flint: All of the amenities would still be CDD owned.

Mr. Greenstein: Everything else still remains in place. Again, we are trying to get an assessment. If you look at the minutes of the last meeting, I tried to provide an explanation as to why we are asking legal counsel to pursue this. It's not one particular reason. Lots of people will want to say it's because of recent events with golf carts, which is not the case. I think we are looking at it from a safety security standpoint from the fact that we are being encroached by all kinds of stuff around us, such as construction. When they do the I-4 ultimate project at Exit 58, what we have seen on Lake Wilson Road as far as cut throughs is nothing compared to what could

happen when we have people desperate for a way through. I think we are asking for this in order to enhance security and safety and there's not one particular reason. The financing end of it is workable. When I say, "financing," it is like going to a second mortgage from a first, but the real issue is going to be the tax exempt status and the overall legality of transforming public use to private. Hopefully, we will have some direction in the coming weeks. We address the fact that the Reunion West CDD also includes Reunion West Encore. We know that area is not a part of the consideration of this because it's not geographically in the zone that we are trying to control traffic flow. No one is cutting through Reunion West Encore.

Mr. Flint: It could be up to that particular Property Association, if they wanted to try to do the same thing.

Mr. Greenstein: Right, but for all intents and purposes, if they did not want to do it because they felt it wasn't an issue for them, they could be excluded.

Mr. Harding: So we can break them out from what we did.

Mr. Flint: They could still remain CDD roads.

Mr. Harding: Okay.

Mr. Greenstein: The reason I bring that up is only from the standpoint of now we are talking about within the gates of Reunion, would we be able to do some roads and not others?

Mr. Harding: Like the main roads.

Mr. Greenstein: Most of our roadways are in a residential zone. No one is going through residential streets. They are going through Tradition Boulevard and Reunion Boulevard.

Ms. Carpenter: You would have to allow access to anyone if they wanted to use the public roads. You couldn't say, "Well you can't come through here because this is a private road." If someone wanted to use one of the public facilities that the CDD owns, they would have to be able to provide access.

Mr. Harding: We have to allow them a way to get there.

Mr. Greenstein: Again, someone who has the legal right to access our facilities because they paid a non-resident user fee or because they are a resort guest or they own property here, have access.

Mr. Flint: The roads don't fall under the non-resident user fee. So if you had a neighborhood that was still CDD owned, but your main arterial roads were not, you'd have to allow public access.

Mr. Harding: So that wouldn't accomplish anything.

Mr. Greenstein: The only reason I brought it up is because the issue has been presented to me. I gave an answer that I felt was either all or nothing.

Mr. Flint: Even with the community pools in Seven Eagles, if all of the roads were to be made private, we would have to have an easement across all of the private roads for access to those public facilities.

Mr. Greenstein: Yes.

Mr. Flint: However, to access the public facility, you still have to pay the non-resident user fee. So it wouldn't likely be an issue, but legally you would have to have that easement over those private roads for those facilities. If you had an isolated road system, you must have an easement over it to provide access.

Mr. Harding: Then we could check at the gate if the person was paying the non-resident fee.

Mr. Flint: For access to the amenities, but not the roads.

Mr. Harding: Right.

Mr. Greenstein: We are all looking forward to seeing the feasibility of it, because I really believe the financial end of it. If it's feasible, we will work out the finances. I think we have to look at the tax exempt status and the legality of conversion from public to private.

Mr. Harding: Sounds good.

Mr. Flint: It is going to get pretty hairy.

Mr. Greenstein: It's a major event and we are proceeding with caution.

Ms. Carpenter: Obviously, on the HOA side, the reason developers put in a CDD is to allow for the tax roll collection. If you have a very large sum on the other side, it is tougher to collect. Those are all things to consider once you think about going forward. The only other thing I have to report is we did not hear back again from Kingwood, so I think it is time for a strong letter to their attorneys and a request for a Towing Agreement. We have been nice and they said they would cooperate.

Mr. Flint: This is regarding the irrigation turnover?

Ms. Carpenter: Sorry, the irrigation turnover. I think we should write a letter to their council that we have been patient, but we need to get this going.

Mr. Greenstein: Yes, please. I think that's all we have. Molly, is there anything else?

Ms. Maggiano: The only other item was the conveyance of the lift station that the Board considered last month and approving the acceptance of those facilities. That's still outstanding

because they are moving forward with the Water Authority to approve the form of the documents. So as soon as it meets with their approval, then we can go ahead and get everything executed and taken care of.

Mr. Flint: That is just a pass through of the lift station to allow us to reimburse with bond funds for the cost of that. So it comes to us and then it goes to Toho. We are not going to own and maintain a lift station.

Mr. Greenstein: Right. We are just a conduit.

B. Engineer

There being none, the next item followed.

C. District Manager's Report

i. Action Items Lists

Mr. Flint: Jan discussed the irrigation turnover. Item two has been on hold. Regarding item three, we completed the implementation as far as the signage and everything. The next step would be sending out the letter saying, "You have had your grace period and all of the signs are in place. Now we are going to start towing and enforcement." This issue came up in Reunion West. We have a letter that we are going to draft and send out through the HOA.

Mr. Harding: Will security tag first and then tow?

Mr. Flint: Yes. We will still follow the same Towing Policy, whether it's one warning before towing. I don't know off the top of my head what our policy is. I know John has concerns.

Mr. Dryburgh: I do have concerns because some homeowners are playing a game with security. They recognize that they are given a 24 hour period to correct whatever error they made on parking. They will wait until they get their sticker for parking their car on the wrong side or without a license on in the street for 24 hours. Security doesn't seem to be tagging these cars on a predicable basis. It seems to be when someone calls, then they will tag. Because homeowners are screwing around with the policy, there has been no effort at all to try to save all of those consequences. So our sending a letter out is a great thing, but I think we need to inform security that it's time for them to make this a higher priority, that we are not willing to accept a lackadaisical attitude. I called security the other day regarding some illegal parking halfway across my driveway and the response was, "We can't do anything. That is really up to the HOA." It was clear that the young lady didn't understand the policies we asked them to follow. I want to

make sure that gets communicated. There has to be a much higher priority on this policy of parking as the west side of the community. If you don't enforce it, why have a policy.

Mr. Harding: Exactly.

Mr. Flint: They should be keeping a log every time they give a warning. In some communities, we don't give any warnings. We just tow. We started out in one community giving warnings and then after two warnings, I think we towed. In some communities, after one warning they towed. Now they just tow. My recommendation is that they keep a log. If a vehicle gets a warning that's logged, the second time there's a violation of that vehicle, you can tow. You can tow on the first one, but out of fairness, if someone is visiting or renting or something like that, they may not know the policy. I think at a minimum, we should be giving them one warning and if the same vehicle has another violation, they get towed.

Mr. Harding: Do you give them a 24 hour period to remove their vehicle?

Ms. Adams: Our operational guidelines do not require any time specificity. Right now, the guidelines are written such that security communicates that the vehicle is in violation of the Towing Policies, by applying a sticker or ticketing or contacting the owner, but they have the ability, if there's an egregious situation or a safety hazard or flow of traffic issue, to tow.

Mr. Harding: I think we need to make that clear when we send out the notice.

Mr. Goldstein: Victor says he's not towing cars until the notice has been on the car for 24 hours.

Mr. Flint: Then maybe there's a problem with who he is listening to.

Mr. Goldstein: I think we need to make it clear. About a month ago, I spoke to him and he said they have to be illegally parked for 24 hours. That is what he was told.

Mr. Flint: We will get with him.

Mr. Greenstein: Again, we are entering this next phase. It is basically to enforce the policy we put in place. We had the warning period and then the transition period. Now it's time to follow the rules. We need to make sure everyone is aware of it and we will be alright.

Mr. Harding: We just need to make sure that we are clear about the rule.

Mr. Greenstein: If they are doing other interpretations for convenience purposes or whatever, it has to stop.

Mr. Dryburgh: What if we have for convenience purposes, owners playing games and they are just changing cars knowing that they are still violating it. At some point, you are going to have to address the homeowner.

Mr. Harding: I think the other thing we need to address is making sure that cars are parked in the right direction.

Mr. Flint: That's part of it.

Mr. Greenstein: All of the rules that are in place, the wrong direction, blocking sidewalks.

Mr. Harding: Okay.

Mr. Dryburgh: I've never seen a single sticker on car parked on the sidewalk. There is always an excuse like the sidewalk doesn't go all the way down. I'm sorry. When I take my grandkids out walking, as an example, I can't get around these cars. I have to take them in the street. Even though the sidewalk doesn't go all the way down, it's still something that a person in a wheelchair might want to be able to have access to and they can't.

Ms. Carpenter: Those are also traffic violations, so if there are constant repeated problems, the Sheriff can ticket.

Mr. Harding: Exactly.

Mr. Dryburgh: By the time the Sheriff arrives the car is gone.

Mr. Harding: You guys keep saying that. the Sheriff has come in here before at my request and actually ticketed cars parked in the wrong direction.

Mr. Goldstein: They are not doing it anymore. I sat there while the Sheriff didn't do it. I know they used to. They used to come in on Saturday night and ticket all of the cars that were facing the wrong way on the street. The last time I called, the guy said, "I don't write tickets."

Mr. Flint: Alright.

Mr. Cruz: The deputy that used to come out and do that retired.

Mr. Greenstein: We will follow up.

Mr. Flint: Is there anything else that we need to discuss?

Mr. Goldstein: John wanted me to bring up the lighted up gate arm that you are going to do on Sinclair. His opinion is that we should be doing it on the east side on all of the gates because we have more collisions with the arms on the east side than the west side.

Mr. Greenstein: I'm glad you brought that up because I was assuming that we had an equivalent proposal for the east side.

Mr. Flint: We know what the per gate cost is based on the proposal.

Mr. Goldstein: We can definitely do both sides in my opinion.

Mr. Flint: Do you know how many gate arms there are in the east?

Ms. Hobbs: At the main entrance when you are leaving, it is really hard to see. At certain times of the day, you can't see it.

Mr. Greenstein: I'm glad I'm not the only one who almost ran into it.

Ms. Hobbs: I'm not used to having it there. It has been there for so long that you kind of forget it's there sometimes. It's really difficult to see.

Mr. Scheerer: You need five of them.

Mr. Greenstein: We need a ballpark figure.

Mr. Scheerer: It's \$1,074.24 times five.

Mr. Greenstein: So why don't we make a motion to approve an expense not-to-exceed \$6,000.

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor attaching LED lights to five gate arms for the Reunion East gate in a not-to-exceed amount of \$6,000 was approved.

Mr. Scheerer: The total is \$5,351.20. I will order them.

Mr. Greenstein: Good.

Mr. Flint: Are there any other actions items? One thing that I want to mention is both East and West had a couple of unexpected large expenses. Reunion East is taking over the operations of Seven Eagles and Reunion West is taking over the landscape maintenance of the Encore subdivision. Those roads and stormwater areas are the CDDs. Up to this point, the developer and the Reunion West POA has been bearing those costs, but effective January 1st, the Reunion West CDD will have that obligation and that is going to be a shared cost. Both Districts had a \$180,000 hit; one being Seven Eagles and the other being the landscaping that is for the Encore areas. So that obviously is going to have some budgetary impacts. The Districts have adequate reserves to handle those expenses in the current year, but there will be some discussion during the budget process about how going forward that's going to impact both Districts from an assessment standpoint. Each District is making decisions that are impacting the other. We probably need to make sure that we are doing a better job of putting these large expenses on both District agendas. Otherwise, you get one District obligating the other for 48% or 52% of the expense. Back when we had similar Board Members on both Boards, it wasn't as big of an issue. I think it should be something that going forward, we probably need to make sure that we do. We may even want to look at doing some joint meetings between both Boards if we have issues that are significant

enough that impact both Districts. That would be up to the Board, but would be an option as well. Are there any other items on the Action Items List that we need to discuss? If not, we will move to the Check Register.

ii. Approval of Check Register

Mr. Flint: You have the November Check Register for the General Fund, R&M and payroll totaling \$542,862.56. We are mainly moving the Debt Service Assessment Funds from the General Fund to the Debt Service Fund. Were there any questions on the Check Register? Hearing none, we need a motion.

On MOTION by Mr. Greenstein seconded by Mr. Goldstein with all in favor the Check Register for the month of November was approved as presented.

iii. Balance Sheet and Income Statement

Mr. Flint: You have the unaudited financial statements through October 30th. This is the first month of Fiscal Year 2021. No action is required by the Board, but if you have any questions, we can discuss those.

iv. Status of Direct Bill Assessments

Mr. Flint: We have some delinquent November 1st bills that we are following up with the various entities. It's not unusual to see those. We sent out a direct bill with a due date on November 1st that we followed up on December 1st. We don't anticipate any issue with getting those funds, but I will keep the Board apprised if we have an issue.

TWELFTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Supervisor's Request

Mr. Flint: Is there any other business that the Board would like to discuss that was not on the agenda?

Mr. Dryburgh: When we started covering the costs of the pool, is there a special line item?

Mr. Flint: It will show up under several line items.

Mr. Dryburgh: Is there a line item that shows how much that pool is costing us?

Mr. Flint: We can track that separately.

Mr. Dryburgh: Okay. The landscape contract was amended so the portion of the costs will be in that. You have utilities, pool cleaning, etc. They will be spread through the budget versus isolated in one location, but it is not difficult for us if we need to set up a separate spreadsheet.

Mr. Dryburgh: It wouldn't hurt to have that because people will be asking this.

Mr. Flint: Do you want it included in the financials?

Mr. Dryburgh: Just break it out.

Mr. Flint: Okay.

Mr. Greenstein: It would be interesting to see the true costs. We can see what it is now based upon the contracts.

Mr. Flint: We are still working on the utility accounts. Unfortunately the meters are not broken out clearly between the restaurant and the rest of the operations. So we are working on how those expenses would be allocated. We are shooting for a January 1 deadline to transfer the accounts from the resort to the CDD, but right now the utility accounts are still in the resort's name. In December, we may be obligated to go back, true it up and pay a portion of December's expense, but we haven't actually transferred the accounts yet because we are still coming up with a reasonable method for how those would be allocated between the resort and us.

Mr. Harding: So we don't have separate meters.

Mr. Flint: No.

Mr. Harding: Would that be something we can do?

Mr. Flint: Usually not very easily.

Mr. Greenstein: I would think that we could come up with an agreed upon methodology that would be reasonable. Then they would have to pay their share for running the piece that they own, which is the kitchen and the bar.

Mr. Flint: So we don't have that quite figured out yet, but we are working on it. Once we get that worked out, then we can provide a report on those expenses. Right now it's in flux.

Mr. Harding: I had one other question regarding the cameras for the pool. We don't have a date for that yet?

Mr. Scheerer: We didn't get anything from John prior to the meeting. John, do you have any update on the cameras for the pools?

Mr. Cruz: No. I believe we were waiting for one more signature before we can schedule the installation. Tricia, please correct me if I'm wrong.

Ms. Adams: You are correct. I believe that agreement is in the meeting that John is having. It was approved last month and the agreement was circulated to the vendor for signature and we are just waiting for a fully executed copy.

Mr. Greenstein: We will follow up John. Thank you.

FOURTHTEENTH ORDER OF BUSINESS Next Meeting Date

The next meeting date is January 14, 2021.

FIFTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Harding seconded by Mr. Goldstein with all in favor the meeting was adjourned.



Secretary/Assistant Secretary



Chairman/~~Vice Chairman~~