

*Reunion East Community
Development District*

Agenda

January 9, 2020

AGENDA

Reunion East

Community Development District

219 E. Livingston Street, Orlando FL, 32801

Phone: 407-841-5524 – Fax: 407-839-1526

January 2, 2020

Board of Supervisors
Reunion East Community
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Reunion East Community Development District will be held **Thursday, January 9, 2020 at 1:00 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, FL.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of the Minutes of the December 12, 2019 and December 19, 2019 Meetings
4. Review of RFP for Landscape Maintenance Services and Authorization to Issue
5. Discussion of License Plate Capturing Cameras at Entry Gates
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Action Items Lists
 - ii. Approval of Check Register
 - iii. Balance Sheet and Income Statement
 - iv. Status of Direct Bill Assessments
7. Other Business
8. Supervisor's Requests
9. Next Meeting Date
10. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of the minutes of the December 12, 2019 and December 19, 2019 meetings. The minutes are enclosed for your review.

The fourth order of business is the review of the RFP for landscape maintenance services and authorization to issue. A copy of the draft RFP document is enclosed for your review.

The fifth order of business is the discussion of installing license plate capturing cameras at the entry gates. This is an open discussion item and no back-up material is available.

The sixth order of business is Staff Reports. Section 1 of the District Manager's Report is the presentation and discussion of the action items lists. Copies of the lists are enclosed for your review. Section 2 includes the check register for approval and Section 3 includes the balance sheet and income statement for your review. Section 4 is the discussion of the status of the direct bill assessment collections. A table with the direct bill information is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,



George S. Flint
District Manager

Cc: Jan Carpenter, District Counsel
Steve Boyd, District Engineer

Enclosures

MINUTES

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.
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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.
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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.

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

MINUTES OF MEETING
REUNION EAST
COMMUNITY DEVELOPMENT DISTRICT

A Special Meeting of the Board of Supervisors of the Reunion East Community Development District was held on Thursday, December 19, 2019 at 7:00 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
Steven Goldstein	Assistant Secretary

Also present were:

George Flint	District Manager
Andrew d'Adesky	District Counsel
Alan Scheerer	Field Manager
Tricia Adams	GMS
John Cruz	CWS Security
Victor Vargas	CWS Security
Anthony Carll	Kingwood
Residents	

****Due to a technical issue with the audio, the beginning of the meeting was summarized. The recording commenced during the Third Order of Business.****

FIRST ORDER OF BUSINESS

Roll Call

Mr. Greenstein called the meeting to order and Mr. Flint called the roll. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comment Period

There not being any, the next item as followed.

THIRD ORDER OF BUSINESS

Public Hearing

Mr. Greenstein: Tonight we are starting with prohibiting parking on selected roadways within Reunion East. We are trying to determine how our proposed rule is going to impact our way of life, if the efficiency of those rules make sense, should they be modified or what have you.

There are some folks who basically said, "*Why don't you supply it to the entire community at once?*" It's a big change. We have been living with no rules on parking and/or towing for 15 years. So we don't take this lightly and we don't do this overnight. The plan is if we are able to adopt the rule as proposed or as modified by the Board during our deliberations, then we will implement it with Reunion East on those designated roads. We will learn from it. I will carry the ball on the Reunion West side for Reunion West to catch up, sort of speak, for the one month that we are behind. We must have a legal notice to have a hearing on the Reunion West side. I would expect a different group of people might attend that meeting or it might be the same ones or maybe a fewer number, but I really don't see that there are distinctive differences between Reunion East and Reunion West. Hopefully when we do proceed to implement this fully within the entire resort, both Reunion East and Reunion West, I anticipate that the implementation would be simultaneous, that Reunion East and Reunion West would have the same rules and the same coverage, the same procedures and go into effect at the same time. It would not be next week or next month, but several months down the road. This is just the first step. I wanted to make it clear that we made the decision not to start the process on both sides simultaneously for efficiency and economy. If there's something we learned that is unique about Reunion West, we will address it. If there's something we learned that is unique about Reunion East, their Board will address it. With that being said, I will start with the front row. Mr. Bagley, would you like to make a comment?

Mr. Jim Bagley: I think it would be beneficial before we start talking one-by-one. Can you describe what this one side of the road policy looks like? Is it an odd number or even number? Is it 24/7?

Mr. Flint: We don't want to have a question or answer (Q&A) session. We will answer questions at the end.

Mr. d'Adesky: Jim, you of all people know that we don't do Q&As.

Mr. Greenstein: Jim, if you want to make a suggestion, we will hear it. Make a positive statement on what you want to see us do.

Mr. Bagley: I understand that something has to be done, but the current Board, as I understand it, is made up of primarily principal residents. This community is a short-term rental community. The understanding of value and the predominance of the ownership is that residents bought here with the expectation that their rental guests would be treated fairly. There was an income component on why they bought here. I think setting policies to deter, will infringe on

that owner's expectation, making their guests overburdened with regulation. I think it is very problematic, especially since this Board's constituency is primary residents. I understand Mr. Flint was articulate in how he made notification, but the reality is that 90% of this community doesn't live within 50 miles of here and doesn't read the local papers. So I suggest, before the Board takes action, that they take a vote of the entire community. Send a notification out and make some opportunity where non-residents could vote since the constituency base is probably 90% non-residents. Thank you.

Mr. Jim Mabbott (Gathering Drive): My wife and I bought our house and we moved into it on August 4th. We love this community. We can't believe we found this community. Its amazing. We go out on Excitement Drive quite a bit and you can't get through there most days. If there are cars coming the other way, you have to stop and play chicken to figure out who is going to go where. Its dangerous. I think this is a good idea to look into. I understand the whole notion of the rental properties, but my wife and I live here all year long and we like a community that we can travel through safely and not worry too much about crashing. I know that you are not doing a Q&A period, but my wife and I actually looked at every one of the roads and we're not sure how you are picking what side of the road you are going to select for parking. I imagine you are going to hear some folks say, *"To get to my road, I have to go all the way past my house, make a U-turn and come back,"* but my wife Joann and I support the general concept.

Mr. Greenstein: Thank you. Chris?

Ms. Christina Sussman (Oconne Street): I wasn't prepared to speak this evening, but one of the things that I need to draw the Board's attention to is my street basically has 10 houses. Three of those are empty lots. For the remaining homes, only three are occupied. We are the only ones on the entire street that occupy it full-time. There is one at one end of the street that occupies their home half of the time, but most come and go. So obviously we don't want to have parking in front of our home. The other thing that needs to be brought to your attention is the fact that Oconne Street is a way into the spa. So of the congested parking that's there, 90% are spa workers who are parking along that street to report to duty. The other 5% are patrons of the spa. So I think that needs to be taken into consideration also.

Mr. Greenstein: Thank you, Chris. Mr. Glasser?

Mr. David Glasser (Desert Mountain Court): It's not often that I disagree with Mr. Bagley, but tonight is one of those occasions. I can see Jim's point of view in terms of speaking to those people that rent here, but that's a fallacy. If those people were interested in what is going on in

the community, which they profit from by renting their homes out, then they should put up with the fact that we are going to make some rules that govern the people that live here, whether they are renters or permanent residents. So I'm sorry, Jim, but I disagree with you on that point. The second point is the point that Mark raised about Reunion East and Reunion West. I would like to know how you managed to put signs on the streets, when there was no meeting, consensus or agreement. Can you please reply?

Mr. Greenstein: Thank you, David. I'm going to save the answer until the end. Next is Mr. Pyle.

Mr. Jeffrey Pyle (Corolla Court): Fortunately or unfortunately, we live at the end of Corolla Court, on the cul-de-sac. I don't see where its been addressed what's going to happen with parking on the cul-de-sac. I'm not sure about Florida, but in other states, cul-de-sacs were designed for fire trucks to turn around. I'm not sure if that's the same in this state or not, so I'm wondering how that's going to be handled. There are two problems on Corolla Court. One is a daytime problem with construction trucks and vehicles. I don't know how you handle that. The other problem is a nighttime problem, which is when you have single lot owners putting 13 bedrooms in. Right now we have 25 bedrooms on the cul-de-sac, and I understand another big one is being built with 20 bedrooms. So we will be up to 40 some bedrooms in one cul-de-sac. I've been in the business of building short-term homes in Disney for years, but in all of the communities where we had homes, there has not been a parking issue. Maybe the streets are a little bit wider. I'm not sure about Windsor Hills, Windsor Palms and Champions Gate, but there is a problem here and its very dangerous to get an emergency vehicle down the street. So I'm concerned about the safety issue and hopefully you are going in the right direction. I think having one side for parking would certainly be a big help and we appreciate you doing that. Thank you.

Mr. Greenstein: Thank you, Jeffrey. Dr. McKeon?

Dr. Thomas McKeon (Palmilla Court): I bought my first house in Reunion West, so I've been here a long time. I am pleased to hear Mark, that you addressed the Reunion West Board to try to include them in the parking. One statement that was made is we don't want to initiate too much of a change too fast. We've had changes where Encore came in, closed the parking for the water park and finally reopened it after a period of time. Now we have Kingwood. There have been a lot of changes and we can adapt to those changes, but I really think if they don't do all of the streets on both sides, you are going to be back here in five years doing this all over again, which I feel doesn't really need to be done. The biggest issue, according to the pictures that Jeff

provided, is congestion. You have two representatives of the security. In talking with them, Reunion West is worse than Reunion East because we have mega mansions and rentals. Also, if Jim is correct, 90% are renters, but 10% live here and we have to drive these streets every day. We have to play chicken. On some streets, trucks will block you in and you have to literally turn around and go out a different way. So that has to be taken into consideration because we live here and are contributing to all of the different amenities that are here and the restaurants. The others don't and that has to be taken into consideration. So I'm glad that we have the foresight to get things completed. Let's just take it the whole way and try to get both sides done. Thank you.

Mr. Greenstein: Nancy?

Ms. Nancy Dryburgh (Gathering Court): I just want to re-emphasize what Tom said with regard to having this apply to more than just selected streets. The reason for that is because, as I think we've experienced in other places, when there is restricted parking in one area, it overflows into adjacent areas. If we do not implement something on all of the streets within Reunion, because all of the streets are too narrow, when emergency vehicles come through when there are cars parked on both sides, we are going to continue to have the same safety problems. I think it will be exacerbated by having people who are driving around trying to find another parking place outside of their street, if parking on two sides is allowed. Thanks.

Mr. Greenstein: Thank you.

Mr. Matthew Babaian (Muirfield Loop): I agree with the parking rules. I think this is a good thing, but I would like for there to be a timeline for Reunion West. Having implemented the first quarter of 2020, the need is in the present and we have a serious liability issue in Reunion West. There are terrible issues on Whitemarsh Way. Residents don't use their driveways and there are constant rear collisions. Trucks get stuck and block traffic. I missed a flight because of renters parked across my driveway and security saying they couldn't move the car because the renters said it was their Sabbath. So I ended up having to reschedule my flight instead. Security said there were no rules for them to have the car towed. Also its fallacious reasoning that since we live in a vacation community, we shouldn't have residential improvements. For a renter that needs an ambulance that cannot get to them due to impassible streets, it isn't going to be good for the rest of the community. It certainly would not be good for that person. A Board Member here had the exact situation in the past month. On that note, rental homes are over rented. For example, two parking spots are provided for a home that rents out to 32 people. They block the sidewalk

constantly. Security stops by and looks at it. They might need a second notice, but we need some sort of policy. Thank you.

Mr. Greenstein: Thank you.

Resident (Not Identified): I didn't think that I would speak tonight, but my question is where are the neighbors going to go? We have to call security because many trucks and cars are parked in the street and their owners actually live here. So it's good to have rules, but what do we do with a house that has 20 or 30 rooms? If we said, "*You can park here*," I don't think the question has been asked yet. Thank you.

Mr. Richard Cowling (Assembly Court): Good evening. My street is known as the redheaded stepchild to Reunion. Our services suck over there. Sorry for the language, but they are terrible. We get no security. People park anywhere they want, and the maintenance is lacking. I'm sorry, but I have a broader agenda here. I didn't understand why I received a note on my car for an HOA meeting. I didn't know if was just about parking. I don't even know if I live in Reunion East or Reunion West.

Mr. Greenstein: Carriage Pointe is within the Reunion East CDD; however it is not one of the areas that have been designated. Let's call this Phase 2.

Mr. Cowling: When I moved there two years ago, they put up no parking signs in places where you would not block a driveway and its insane. So I don't know whose making these decisions. It's terrible down there. Renters come in and park everywhere because they don't care. Owners like myself feel if we are going to rent out, we have to take responsibility for talking to these people. Thank you.

Mr. James Feely (Assembly Court): I know that we are not included today, but something obviously needs to be included. Renters are obviously the concern. The only problem with Carriage Pointe is that there are one car garages and one car driveways. So parking on the street needs to be considered. We just don't have the spots. We have 94 individual units. I think there are 14 or 15 buildings, so we are right on top of each other. The hardest thing is that the "*No Parking*" signs are actually in the wrong spots. They should be enforced in between individual units in that tiny slab of grass. In between buildings, you can fit three cars with no problem. So that's probably the place you should be parking. As we move forward, it's something that needs to be considered and adopted. I took some measurements while preparing for today's meeting. I just wanted to look at the other roads you guys are enforcing. The average road is only about 20 feet wide. Carriage Pointe is 24 feet wide. Our roads are a little wider, so we have to consider

something. We are extremely limited. I know that the 429 expansion will affect our neighborhood, in the front, so who knows what we will have after that gets built, but we have to consider something there. Obviously, Carriage Pointe is very different. We have townhouses. I know one individual unit, a four-bedroom house that is rented out to seven or eight people, which is absurd. I think they have six vehicles there. I have two vehicles and I use my garage as a gym. We could clear it up if we have to, but we should look at alternatives. Thank you.

Mr. Greenstein: Thank you.

Mr. Chris Downing: As Mr. Bagley said, we all need verification on what this towing is going to be about, what side of the street is going to have restricted parking, exactly where the towaway zone is going to be designated and if there are going to be "*No Parking*" signs. I might have misunderstood, but I thought I read something that Reunion was going to start issuing parking tickets. I know it's not a Q&A, but are you going to issue parking tickets or is that idea nixed?

Mr. d'Adesky: We will address that question at the end.

Mr. Flint: We can't legally issue parking tickets.

Mr. Downing: Like I said, you are proposing towing zones. At what point is that vehicle going to be towed? I know we talked about the nightmares of everyone who bought in Reunion as an investment. Specifically the management company is going to be an absolute nightmare. Just consider the possibility of the situation of Mom and Dad getting the kids together, grandparents getting into the car and going to Disney and all of a sudden, their car is towed. That's going to be a problem that is going to be throughout the community and it's going to be an absolute nightmare for the management company. What's going to happen is people are going to start writing bad reviews about Reunion, which is going to affect Reunion as a whole. You guys should really not take that lightly, especially in Reunion West because there are larger homes and parking is going to be a nightmare. We understand and would be the first to appreciate that safety needs to be a priority; however, the homes in Reunion West are significantly larger and you can't just arbitrarily burden the owner of the homes and the renters enjoyment of the homes by towing cars. That's all I have.

Mr. d'Adesky: We will address it.

Mr. Greenstein: We have a procedure. I have a list of at least 15 to 20 things that we are going to have to address.

Mr. Pyle: With all due respect, I totally disagree with this policy or practice you guys are talking about and the question of having Q&A session or not. I think it's ludicrous to be honest to you. If it's written down somewhere and etched in stone, that's fine, if that's a law that we have to abide by, but you haven't even explained what the towing policy is. You make reference to a towing policy and parking on one side of the street. Is it the right side or the left side? Are you coming in the back end of Reunion or off of S. Old Lake Wilson Road? The right side or left side of the street is going to be questionable. We don't have that problem. We own 18 properties in Reunion East. We are the largest property owner in Reunion, so we have a huge vested interest here. So I agree with having a towing policy, but not letting everybody know what that policy is. I think it's totally inappropriate to be honest with you. We have handouts showing lines on a map with some of the streets. I agree with a couple of people that made reference to doing all of Reunion East. Chris and I were driving around yesterday on Devereux Street and Soiree Way and there were cars parked directly across from each other. So if your concern is emergency vehicles having to plough through, that would be a problem. So there is no good reason not to include the inside streets. None whatsoever. Okay? If you initiate a towing policy, as far as ticketing, once again, it hasn't been explained why you are not ticketing. I understand the resort may not have the authority, but these are public roads. So whoever issues tickets on other roads I'm sure can issue tickets in here. I don't see why not. Security is supposed to take the license plate number and address of every car that comes in. So if there's a car that is parked illegally, there's no reason why security can't knock on that door. There are enough security people driving around the resort at all times. Okay? But we haven't even been told what the towing policy is and that is a nail in the coffin to the resort. Because like it or not, I fully understand the permanent residents here and these are concerns. I appreciate that.

Mr. Flint: That's three minutes.

Mr. Pyle: Ninety percent of the resort are vacation rentals and whether you like the 20 veteran homes or not, they are here to stay, and more are going to be built. Reunion West will address it. If I went over my time, I can move it to my next property because we have 18 properties.

Mr. Greenstein: Its by person, not by how many properties you have.

Mr. Pyle: I guess I'm making too many valid points.

Mr. Greenstein: Just conclude your comments.

Mr. Pyle: I believe that two or three other people want to speak.

Mr. Greenstein: Why don't we give other people the chance to speak. Thank you. Just hang around.

Ms. Stephanie Glasser (Desert Mountain Court): The parking policy has been an issue on our street for the way that people park and the fact that they can't actually park in their driveways. Many times I leave for work early in the morning and sometimes you have to look around here because before you know it, there will be an accident. I do believe when we first bought in Reunion, you were not allowed to park on the street. You were not allowed to leave your vehicle on your driveway. You had to have a garage that was functional and that your car had to be in. So when did those rules change? If somebody can tell me that, then talk about why it is that you have so many issues regarding parking, because if you decided not to have functional garages and not have enough space for parking, then that is really your concern. It's not the permanent homeowners' concern. Thank you.

Mr. Greenstein: Thank you, Stephanie.

Ms. Sharon Holly: I'm on both sides of the fence. I'm a full-time resident of Reunion and I also own a management company that operates resort and vacation rentals in here. I think I speak for most of the other reputable companies here who are fully aware that there is a parking issue. We are more than happy to cooperate and try to find a solution. The solution isn't just to instill hard and fast rules. It will be detrimental to our renters. Exactly as Mr. Downing said, a family coming out and finding that their vehicle is being towed is going to be devastated. I think the reviews are going to affect the overall impact of the resort and although some of us are residents, it is detrimental that this resort survives as a rental community. That's our biggest contributor. So we want to work together, and I think that I speak for the other management companies in here, certainly the large ones and definitely the ones that have morals amongst them. We want to find a solution, but you have to give us alternatives. These people are coming in with vehicles and they need to park them. So we need to know where they can park. Just give us options so we can tell them. The directions have to be clear and simple because we are talking about people coming here that don't even speak English. So telling them to park on the outside or even side on a Wednesday, will be difficult. We need something simple. But we absolutely want to work with you and find a solution that is good for the residents, renters and the overall health of the resort.

Mr. Greenstein: Thank you. Are there any final comments during the public hearing portion? If not, then we are going to close the public hearing. We received comments and I have

a list of answers and I'm sure each one of the Board Members has a list. I can address a number of these, and we can just get the ball rolling. First of all, I have a 33-year career in the Federal government and there were many times when the rules and regulations really bit me in the rear end. I did not like them, but I had to observe them and follow them. At times we moved away from the formal proceeding. Jim Bagley knows this personally, in fact he probably started us moving in that direction. During the public comment period, he would ask us to get into a dialogue and we would completely go off the agenda. We would be talking about all kinds of different things and we have an agenda to follow. So we agreed when we get into the actual subject matter on the agenda, to address questions and get into a dialogue sort of speak. If we need to clarify some things, which I think we do, then that is what we are going to do now. These are in no order. We are just trying to get some information out to you. So don't think that one thing is more important than another. What we are legally required to do is to notify the constituents, property owners, people who own property in the District of the proposed rule change, through dual notices that are very expensive. We decided as a Board not to do the entire Reunion East side at one time because that would only exacerbate the problem of where people are going to park, which is a long-term issue that needs to be resolved. But we approached this problem solely from the standpoint of needing to address a safety concern. We have too many situations where emergency vehicles could not get through and where residents could not get back to their homes. Forget about the distinction between a renter and a property owner. To me, it doesn't exist. We are all living in the community, whether you are a renter, own property, whether you are short term or long term, it is one community. One part of the community doesn't function without the other. This rule is for the safety of all of us. So we are trying to address the issue of how to maintain the roadways so that emergency vehicles and other large vehicles can get through without being impeded. We notified the community of the proposed rule change and the parking and towing policy that the CDD will approve. In other words, what I'm trying to accentuate is the fact that the procedural part of this process is something that we will work on administratively. It's like Congress issuing an Authorization Bill, but then they have to appropriate the funds to implement the Bill. One without the other doesn't work. Many times policies are established without procedure and nothing ever gets done. But a lot of you are concerned and want to know the details of the procedures, whether parking is going to be on one side of the street or the other, how much warning we are going to give people and if we are going to ticket them. All of these things fall under the procedure heading, which we have yet to fully address. There are some

things that we can honestly say we don't have the authority to do. Am I correct in saying that we cannot ticket?

Mr. d'Adesky: Yes. We cannot ticket.

Mr. Greenstein: Why don't you address that.

Mr. d'Adesky: Let me elaborate. So the CDD is a very limited power government entity and our Statutes, Chapter 190 goes through very specific things we can do. Towing is one of the few options we have. I know a lot of the speakers stood up and talked about other alternatives, but this Board is very limited in the number of options they have. We can't issue tickets. Only the County Sheriff's Department can issue tickets within Reunion. In terms of the priorities for the County Sheriff's Department and what they do day-to-day operationally, issuing parking tickets is very low on their priority list, but we can ask them to. In the past, this District specifically reached out to the Sheriff's Office and asked them to come into Reunion to see what they can do. The effect has been nominal at best in the past. So that's one thing. I know that a couple of speakers talked about alternatives like building a parking garage. The CDD is also limited in what property we own. To what I'm aware of, we don't have any property that would support a parking garage.

Ms. Hobbs: So you are suggesting that residents use their own garage instead of converting them to bedrooms or game rooms?

Mr. d'Adesky: Yes. Now there might be an opportunity for other entities within the community or the resort to offer a parking garage or some other option, but that is something we would have to collaborate with our partners on within the community to accomplish it. It is not something that we as an entity as this Board could accomplish ourselves. I just want to make that clear.

Mr. Greenstein: Thank you Andrew. While we cannot issue tickets, we would plan on being judicious and being reasonable, just like the four-way stops. David Glasser brought up the issue of why we are able to immediately determine two places in the resort that were becoming a safety issue for pedestrian and vehicular traffic. We decided that we needed four-way stops. Because it's not a traffic signal, the county did not require a study of the volume of traffic, so we had the administrative ability to do it. We saw a need and we did it. We had our engineer look at it. Quite honestly, I give Alan Shira all the credit for getting that done as quickly as he did because we did not raise it to the point where we didn't have to overregulate it. We felt it was something that was needed and were able to do it, but because it could impose costs, such as

towing fees to the public, we must have a rule that allowing us to do that. There are no fees other than for violating a parking rule, which of course the Sheriff or the highway patrol would have to issue tickets for going, such as through our new four-way stop. We had the ability to do that. We saw a need and did it right away. It happened to work out in both Reunion East and Reunion West, but was strictly a coincidence. Someone brought up the fact that you would have to make a U-Turn or whatever in order to get to the right side of the street, so we are going to have to deal with all of that. On a timeline basis, wouldn't you think George, that based upon further discussion and adoption of the policy rule, the implementation phase, the procedural part would have to take us at least 60 to 90 days to get going.

Mr. Flint: Yes.

Mr. Greenstein: We will have meetings. We meet the second Thursday of every month and those meetings will address the procedural aspects of it. We will adopt the rules and make you aware of them. You can read them in the minutes if you don't attend the meetings, because it's something that requires what I call, "*On the ground implementation.*" It will be communicated to you the way this meeting was communicated to you, which was through Artemis, the management company for the HOA. I'm only speaking personally, because this is not something the Board has deliberated over yet. So it will not be implemented tomorrow. We will agree on the appropriate number of warnings to give a particular vehicle before we call the tow truck. You will be advised of all of that. The whole purpose tonight is to take input to vote on adopting the rule, so that we can begin to limit parking within Reunion East and to tow.

Mr. Goldstein: I know some of you were concerned about towed cars. We don't want to do that. The whole reason for doing this isn't to give tickets, tow cars, cost people money, because parents will come out with their kids in the morning and scream because their car isn't there. We are not going to tow a car that is sitting in front of a house. John and his guys are going to make every attempt to contact the owner of the car first and get that car moved. Like Mark said, we are going to give warnings. We are not going to tow the first time or second time. We haven't set the rule yet. We haven't agreed to what we are going to do, but we are not going to come out here and just start towing. That's not going to solve the problem. We are trying to be human beings about it. I know that John and his guys, when they see a car sitting out in the street blocking a driveway, go house to house to try to find out who it belongs to. The problem we have is a lot of times people will park their cars and go to the parks for 15 hours. If enough people do that and an ambulance needs to come by, we have a problem. As Matt said, I was with him one night

when a fire truck and three police cars couldn't get through the street when a lady was struck. We do have a problem and are going to be very, very cautious about how we proceed going forward. Hopefully everyone is very happy about it and we have great results.

Mr. Harding: One thing I think everybody here agrees with if that we have to do something. The parking situation in here has been discussed ever since I have been on the Board and even prior to that. We have been working with the county and the police department. We had recommendations from security before. Security made recommendations regarding the streets on your map as being the major problem areas. There are other areas in the community, as some of the people have said and situations that need to be resolved. We wanted to try this to see if it can work. Again, how we handle each individual case for towing and all of the specifics as far as the procedures, we need to discuss and work on it some more. We have been trying to work on this for some time. Maybe one of the solutions to which side of the street we prevent parking is the side of the street with the least amount of homes facing that side of the street. So the majority of homes that face the street, are the ones that we want to make sure that people are able to park. I live on Radiant Street where there are a number of homes. That wasn't even on the map, but a number of homes there don't even face the street on one side, so that would be an easy street to have parking on one side. So part of the rationale is what we decide in terms of how we address that particular issue. What troubles me is that we have to have some solution. To say that we are not going to have any solution or not do anything, not tow or have any parking rules or regulations at all, I think is ignoring the problem. With that, I will turn it over to Mark.

Mr. Greenstein: Trudy or John, did you want to comment? I still have four or five points to make.

Mr. Dryburgh: Go ahead Mark.

Mr. Greenstein: One of the questions that was mentioned, I think by Stephanie Glasser, brought us back to the good old days when cars had to be parked in garages. The streets are narrow because there was no on street parking anticipated; not on an overnight basis or long-term basis. That rule was an HOA rule. It was basically an association/HOA covenant policy or procedure that was relaxed or not enforced. When we purchased the lots, I believe there was a requirement to build within a particular period of time, and they fixed upon the real estate world like gangbusters. They said that there was no need to evoke that rule and cause chaos. So they did not enforce the rule. I'm pretty sure that rule is still in the books.

Mr. Harding: It's not in the books anymore.

Mr. Greenstein: Did they remove it?

Mr. Harding: Yes.

Mr. Greenstein: But it was there a long time. That wasn't something that the CDD had any control over. That was on a person's private property, but the Master Association Covenants controlled that particular situation. What else? I mentioned this before, but we need a permanent parking solution. Our previous owners, as managed by a cast of thousands, had a plan for expanding The Grand for more ballroom space, and taking the parking area that parallels S. Old Lake Wilson Road and putting in a parking garage. I still believe, unless there was some other location that would work out better for the overall community, that there is a need for a permanent parking garage. I consider myself to have a modest home, a four-bedroom home and if I have a party, 15 or 20 cars would be strewn up and down the street. So while, yes, the larger homes seem to have this stigma attached to them that they are the cause of the problem, they are not the total cause of the problem. It may be a significant piece, but it can happen to you or I or those of us who have a modest home. The point is that we need a facility that all of us, regardless of the size of our home, for guests to use with a shuttle service of some kind. I agree that the community was not envisioned to have the kind of homes it has now, but even a smaller home, on a temporary basis, can have a large number of people in it and a large number of vehicles. They have to park somewhere. A number of people commented on the fact that we should've had a Reunion East towaway. If we did that, during peak season, I think it would've been chaotic. People would not know where to park. So that's one of the reasons we are going in this less than forward implementation approach. I'm trying to think if there were any other items that we needed to discuss.

Mr. Harding: No, we discussed everything.

Mr. Flint: You might want to address the concept of putting it to a vote. There was a question about the majority of people not living here for a time and not represented, but the reality is, just like any other government in the United States, it's a represented government. This Board was elected to represent its constituents. So every time you make a decision, if you were going to survey of the community, that's not how governments operate, but you could do that. I think this Board is elected through a process and you are here to make those decisions. Other than that, I don't know if there were any other issues. I don't have any other notes. Mark, it's up to you.

Mr. d'Adesky: If you want to open it, you would just do another round of three minutes of comments.

Mr. Greenstein: Why can't we just address the questions and not do another round of three minutes?

Mr. Pyle: It's a public hearing. You should let us speak.

Mr. Greenstein: We will be here as long as you want to be here.

Mr. Pyle: Maybe a possible solution is for Osceola County to engage developers. It is similar to what we had to do for Encore Club. I think the Board has this within their rights. So now what they do is they make you do wider right-of-ways (ROWs) in the roads and pave it, which probably is not practical because you have fixed points. What happened was they set aside parking areas that the CDD controlled or the developer controlled, but those were designated parking spots. When there was overflow, a renter or owner could use those areas and Encore Club uses an overflow area for their clubhouse. There is property that the developer controls and the CDD controls. I know on the Reunion West side, we swapped some CDD property. I don't know that you are going to get large parking areas, but you could alleviate some of the parking by creating your own parking spots. As a matter of fact, Osceola County makes us create our own parking spot within a lot so we could put nine cars in a parking lot. These are creative things that can be done rather than implement onerous towing policies, because I think the Board realizes that you are going to implement a policy and set up policies and procedures, but John and his wonderful team have to implement it. That's where the friction starts. Where they start or stop is gray, so why create all this friction. Why not just solve the long-term problem by making parking areas. The Board can levy and assess.

Mr. Greenstein: If we had the land, we would be discussing it, but there are very few parcels and I'm not even aware of anything that's workable on the Reunion East side. On the Reunion West side, there might be a few vacant ones, but to me, it doesn't conform to parking management for a resort that people would appreciate. Regarding the location, I spoke about the previous plan and I'm hoping that Kingwood looks at previous plans and consider a parking garage, centrally located where guests and residents can park their cars. The areas you are talking about are very, very limited and small and would not address the problem of having to take half of the cars off of the street. How do we deal with it? I think we had larger pieces of land that we could consider, and I'm open to your suggestions.

Mr. Pyle: When a builder does a model, they buy a lot and build a parking lot. The CDD could buy two lots and make a 15-spot parking area.

Mr. Greenstein: That's a great idea. I heard some concepts within residential areas where people want to build houses that literally are just indoor parking garages. That's something I don't think the community would want, yet I've seen plans for that and it's scary. To me, that changes the entire streetscape and landscape, but I understand what you are saying, and we will consider anything that's available. But there are very few places within the community where you can do centralized parking that would make any sense, long term.

Resident (Not Identified): I just expanded on what you said as far as you going over the rules and regulations, so perhaps we can have something put in so in the event someone has a party and they clear it with security first that they are going to have people parking on the street, they can get a permit for that particular night.

Mr. Greenstein: That would be fine, as long as it does not prevent an emergency vehicle from getting through. We could consider it on a temporary basis.

Mr. William Sussman (Oconne Street): My only comment is that I wish we would've prepared more to be responsive from the Board to some of the questions with regard to the questions that the people who live and rent and manage the properties. So they can get a definition as to what they are expected to do and what the people who utilize this facility are expected to do. As I sit there and listen to the questions, we really don't have a lot of answers tonight with regard to where you want to go with your proposals. At least that's not what I have seen or heard. I'm sure there are many people who have the same questions that I do. But let me just say that I think people would leave here with that idea.

Ms. Hobbs: That was not true.

Mr. Sussman (Oconne Street): No. That's why somebody who has 17 properties in here is asking the question. Exactly what are you asking or commenting about. I can't understand and I feel the pain of everybody who not only rents those properties or manages those properties only has a couple of properties like we do. All we are looking for is some definition, some answers. What I'm leaving here tonight with is more questions than answers. I think anybody in this room would say the same thing.

Mr. Greenstein: The issue is that as a government entity, we cannot put the cart before the horse. We are basically considering establishing legal authority to be able to implement a towing policy, which obviously includes a parking policy. It is a policy. That was why I was trying to give you the analogy with an Authorization and Appropriations Bill. It's not exactly the same thing, but it is very similar. We have to decide whether or not as a policy, we should go

forward with parking and towing. The procedures have to be worked out. This will not be implemented without further discussion by the Board with input from the community. You can attend any of our meetings, email us and we can have various forums. The point is, the devil is in the details or the details are the procedure. We have not worked out the procedure, but we couldn't work out a procedure without having the legal authority to do it.

Mr. Sussman: So what you are saying is this is a preliminary meeting to finalize.

Mr. Greenstein: The policy is permitting in the sense that we have the legal ability. If we continue this meeting and vote on implementing this policy, we will then have the authority to proceed with the procedures. But we are not implementing the procedural aspect of this tonight. It's kind of like the who, what, when, where, why and how. It has to be worth it. Some of the things have been designated or identified because we had to. We had to designate the streets, but we couldn't implement it procedurally. So we cut back to a smaller area.

Mr. Harding: We came up with a specific plan of what security suggested we do as far as the major roadways in Reunion East and what you see on that map. They said, "*This is where we believe we have the most problems,*" again, as far as the specifics as how we do the towing or whatever else. This defines exactly what roads we are recommending doing first based on security's input. We had some discussions too about which side of the road we and like I mentioned before, we pick which side has the least amount of homes facing it. That might be the idea we go with. The whole idea of this meeting was to get some public input. So that's why it wasn't totally defined all the way through.

Mr. Greenstein: We couldn't.

Mr. Harding: That's why we all want to do it here.

Mr. Greenstein: We are totally cognizant of the unique nature of our community, the fact that one without the other doesn't work. I never had the opportunity to look at the financials to see how permanent residents there are, because let's face it, the membership within the club has a high percentage of permanent residents. There are also seasonal residents, but they are residents. We are not proceeding in a capricious or haphazard way. It's going to be measured. The procedures have to be worked out. If we had already worked out those procedures, we would've shared them with you. We did not say to have parking on one side of the street or the other. We just said that it will be one side of the street. So the concept of only being able to park on one side of the street to allow for emergency vehicles, is the extent of the detail that we basically worked out. Hopefully most of you agree that it's reasonable to proceed in that manner. That's

all we are really looking for feedback on. We had to package it the way we did. We had to have this meeting. We deliberately scheduled it at night, so it wouldn't be done at a time when most people aren't available to discuss it. We wanted your input.

Mr. Harding: By the way, if the local police come in and we have no parking signs on one side of the street or if you park in the wrong direction on the street, they will ticket you. The neighborhood watch had the Osceola County Police Department come in here occasionally because the traffic was so crazy. In fact, people asked us to get the police to come in here because they think things are out of hand. When the police come in here and see violations, they will issue tickets. Then we will get complaints from people in the neighborhood saying, "*Who called them in here?*" Whatever rules we put together, if you have signs on one side of the street that says, "*No Parking,*" that's the rule. So I'm concerned about people getting their cars towed, but you must follow the rules.

Mr. Greenstein: You have to think about safety. We don't want to be in a situation where a serious result or death occurs because a fire truck couldn't get through or an ambulance couldn't get through.

Mr. Harding: By the way, if the streets are blocked and a house is on fire, they have the right to just plow right through a car to get to the house.

Ms. Sussman: They just did it in Solara.

Mr. Harding: The night I was at Dan's house, the Fire Captain told me if it wasn't a brand new fire truck, he would've knocked two cars out of the way to get to the fire hydrant.

Mr. Mabbott: I have worked for the last 30 years with Boards, governmental agencies and state legislatures, and I will tell you the process you are utilizing is done 100% of the time. That's the way it works. If you had procedures in advance, you would've had at least half of this crowd mad at you from the very beginning of the meeting. The reason why we talk about policies and procedures is you don't hear people say, "*Procedures and policies.*" Its policies and procedures. That's the way it works. I appreciate what you are doing, and I hope you pass this tonight. Then I and others would be happy to help you mold those procedures, so they work best for our community. Thanks for your service.

Mr. Greenstein: Thank you.

Mr. Glasser: I think what has come out of this evening for me is that you put a proposal on the floor regarding parking and towing. I'm not sure to what extent there has been involvement from any of the major players in Reunion, but I know that the remarks are very unsettling and the

amount of support that you are going to get is minimal. I think the vote that came up was understandable, but not implementable. Because there are too many unknowns, whether in policy or procedure, I'm going to suggest adjourning the meeting and that a small committee including people from Reunion West and Reunion East, get together. I think it will take a long time if we don't do something more concrete than what is just being presented here tonight.

Mr. Greenstein: Thank you, David. Tom?

Dr. McKeon: I just have two concerns that I want to bring up. We still have one side of the street parking, so to go to the Greenstein party, I'm going to walk two or three blocks, even with my bad knee and stay on the correct side so I don't get towed. For the many years that I served on the Architectural Review Committee (ARC) and Mark served on the Architectural Control Board (ACB), there was a formula for a home when it was built that based on the number of bidders, you had to have a certain number of parking spaces. That has never been enforced. We have a lot of these problems. Then again, a lot of homes have taken their garage, closed them in, air conditioned them and made them game rooms or more bedrooms. We can't undo that, but I'm thinking that any future homes should follow that policy. There are ways to correct this. We just can't be building these monster homes. They are beautiful, but they need to have huge parking in the front to be able to accommodate the number of bedrooms and the number of people. Thank you.

Mr. Greenstein: Thank you. Let's see if I can remember all of the comments. The first one is having to do with the bedroom count. There is a formula, a correlation between the number of bedrooms and required off-street parking. The Master Association of the HOA actually had rules on the books in that area before the county codified it. In other words, it is now a county code, but the Reunion East rules were in existence through the HOA before the county codified it. Then of course, subsequently Reunion West had rules. So we were covered by both. The point is this. Every home that is built in Reunion that requires review by the ACB on which I sit, has to meet a parking requirement. Basically, for up to five bedrooms, you must have four parking spaces. Once you go beyond five, for every two additional bedrooms, you must have one additional space. If the number of bedrooms correlated to the sleeping capacity, we would have no problems whatsoever, but if you have an eight bedroom house that can sleep 15 to 20 people, you will end up with more cars than the number that is required. Let's say nine or ten cars may be required by the number of bedrooms, but you end up with 15 cars. So we have that one issue. For every home that's built, even the largest homes, we take on the task in coming up with parking

solutions that work, meaning having wider driveways, circular driveways, pads on the side, whatever we can do that we believe does not destroy the streetscape, we would approve as required off-street parking. But that is insufficient for the actual number of cars that are at a home. The business about the garage conversions is not something that the CDD has anything to say about or any power to do anything about. It is a reality that two parking spaces are taken out of every home that gets converted, but if that was the only reason why we have a problem, I think we would've done something about it. When I say, "*We*," I mean the community overall, not the CDD, but the Master Association and the real estate community. I think it adds to the problem, but it doesn't resolve the total problem. It's something that maybe down the road, the community and the Master Association is going to have to look at. What was the other point you made Tom?

Dr. McKeon: What side of the street to park on.

Mr. Greenstein: Yes. Again, if you have a party and you need parking, then you have to figure out where people are going to park. If you go into Celebration, what do you do? Their people play a chicken game by parking on both sides of the street. They do not allow short-term rentals.

Dr. McKeon: So visitors don't have any idea where to park.

Mr. Greenstein: All I know is that Celebration has a similar problem, but it's a different environment. Its more residential, more permanent residents, but nevertheless, the number of cars on a street are related to the size of homes to a degree. But it's also related to the nature of the community and the fact that we have a lot of visitors coming in. So the permanent solution has to be some kind of centralized parking facility, but in the meantime, we have to maintain a safe community. So we can implement a one side of the street parking solution with the ability to tow when people violate. That is the scope of what we are trying to deal with, basically tonight. We have to announce and go forward with another hearing in order to expand it to all of Reunion, if we are going to do anything other than doing totally doing the Reunion West all at once.

Resident (Not Identified): Just a quick question. If you enact a towing policy, how do you take it away if there is a better solution than parking on one side of the street with signage?

Mr. Greenstein: We wouldn't enforce it. There are thousands of Authorization Bills that Congress like to take credit for, but they don't implement them because they don't appropriate funding. So this is similar. I'm not saying that we are going to do that, but all we are trying to do is have the legal authority to go forward with implementing some form of parking and towing controls. We haven't decided what side of the street, even though I think it's pretty logical which

streets we will pick. It should be on the way in and shouldn't force you to make a U-Turn to park on the other side of the street. So I'm not looking for people to raise their hands because we are going to close the public comment period. I just want to know if you basically feel we adequately discussed the policy. Are there any other questions relative to the policy, not the procedure, but to the concept, the policy of enforced parking and towing? If not, we will close the public comment section.

Mr. d'Adesky: You can consider the resolution.

Mr. Flint: You can have Board discussion.

Mr. Greenstein: I would like to have discussion with the Board Members.

The meeting was recessed at 8:25 p.m.

The meeting was reconvened at 8:30 p.m.

A. Consideration of Resolution 2020-04 Adopting Parking and Towing Rules

Mr. Greenstein: The Board will now deliberate on the policy.

Mr. Harding MOVED to adopt Resolution 2020-04 Adopting Parking and Towing Rules as stated and Mr. Goldstein seconded the motion.

Mr. Harding: I think Jeffrey brought up a great point regarding cul-de-sacs and how we would apply this parking to those cul-de-sacs. We haven't really discussed it and I think it has a direct impact on quite a few homes. Jeffrey's point is if he has 30 or 35 potential cars at the end of a cul-de-sac, that's problematic. We haven't decided just far into the cul-de-sac to allow parking and what side of the road versus the other, but I think we can designate half of it for parking. I don't know. We will have to look at that. That presents a different situation.

Mr. Dryburgh: We may want to talk to the Fire Department to see what they suggest. Let's get the fire chief out here. The Osceola County Sheriff will participate with us too.

Mr. d'Adesky: Then we will have it in writing.

Mr. Greenstein: We received input that cul-de-sacs are problematic, and construction will come to an end at some point down the road, but large vehicles like fire trucks need a place to turn around. Usually a cul-de-sac is in a court because there's no way out. That's why it's not a drive. We will get an official determination from the Fire Department as to whether the entire area in a cul-de-sac should have prohibited parking.

On VOICE VOTE with all in favor Resolution 2020-04 Adopting Parking and Towing Rules as stated was adopted.

FOURTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Flint: Andrew do you have anything else?

Mr. d'Adesky: I will report briefly that Wyndham sent us a letter expressing interest in the clubhouse and I just wrote them a simple letter stating that we entered into the Management Services Agreement, but right now we are not interested in pursuing that option and appreciated their interest.

Mr. Greenstein: Just to be clear, Wyndham was interested in this building.

An argument ensued between two residents.

Mr. Greenstein: There is no need for fighting.

Mr. Flint: We can ban them.

Mr. Greenstein: I think we should.

Mr. Flint: They are going to get a letter.

Mr. Greenstein: We are all adults. We are all human beings. We can express our opinions without fists and without getting in each other faces. If this was a simple issue to solve, it would've been done years ago. This is a complex area and we are trying to handle it in a gentle way, in a way that helps us figure out where our future path lies. I still believe in having some permanent large centralized parking facility, because eventually all of the land we have is going to be built on.

Resident (Not identified): As long as it doesn't cost us anything.

Mr. Greenstein: I was talking with someone in the audience about another issue. We are not going to discuss that issue now because it's not on the agenda, but the point is, it would be simple to implement if we can say that there will be no further increases in assessments or any future costs. All liability would be assumed by the CDD and the sun is going to shine tomorrow, but that doesn't happen. Everything has a negative impact or some aspect that's negative and we have to work through it. I think we are working through it. That's why it saddens me to see that folks can't communicate in a way, short of getting into fights.

Mr. d'Adesky: That's all I have.

Mr. Greenstein: I want to clarify something and then we are going to wrap this up. Andrew was talking about Wyndham showing interest in procuring property from the CDD. They

made reference to the clubhouse. It wasn't the clubhouse that they were interested in. They were interested in this building, but we indicated to them and we entered into a Management Services Agreement with the resort and with Kingwood as we had in the past with the other management companies. We had an agreement where they would use this building and we would empower them to manage it on our behalf because it's good for the community and for the resort. They are also taking over the stables. They are finally going to have a good use for the stables. The resort is going to do it. Kingwood is going to do it. So he was just explaining that they wanted to buy the building, but we said that the building is not for sale.

Mr. d'Adesky: Politely.

Mr. Greenstein: So I just wanted to clarify that.

B. Engineer

There being none, the next item followed.

C. District Manager's Report

There being none, the next item followed.

FIFTH ORDER OF BUSINESS

Other Business

There not being any, the next item as followed.

SIXTH ORDER OF BUSINESS

Supervisor's Request

There not being any, the next item as followed.

SEVENTH ORDER OF BUSINESS

Next Meeting Date

This item was not discussed.

EIGHTH ORDER OF BUSINESS

Adjournment

There being no further business,

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

**REUNION EAST AND WEST COMMUNITY
DEVELOPMENT DISTRICTS**

**LANDSCAPE/GROUNDS MAINTENANCE
SERVICES**

Joint Request for Proposals No. 2020-101

PROJECT MANUAL

Issue Date: January 27, 2020

Owners' Representative: **Governmental Management Services
219 E. Livingston St.
Orlando Florida, 32801**

Contact: **George S. Flint, Vice President
Governmental Management Services**

REQUEST FOR PROPOSAL NUMBER 2020-101
LANDSCAPE/GROUNDS MAINTENANCE SERVICES

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NOTICE OF SOLICITATION FOR REQUEST FOR PROPOSALS

Governmental Management Services Orlando, Florida

Notice is hereby given that the **Reunion East and Reunion West Community Development Districts** (collectively, referred to herein as the "Owners") request proposals from pre-qualified firms to provide landscape maintenance services (Request for Proposals No. 2020-101) including but not limited to, maintenance of turf, trees, shrubs, ground cover, irrigation, and hardscape, as well as trash removal, as more specifically set forth in the project manual.

The project manual comprised of proposal and contract documents will be available for public inspection and may be obtained beginning **Monday, January 27, 2020**, at 10:00 a.m., from the District Manager's Office, 219 E. Livingston St., Orlando, Florida 32801, or by contacting Stacie Vanderbilt at 407-841-5524, ext. 101.

A mandatory Pre-Proposal Conference will be held on Thursday February 20, 2020 at 1:00 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida 34747. Proposals submitted by pre-qualified proposers that fail to attend the Pre-Proposal Conference will be rejected.

Pre-qualified firms desiring to provide services for this project must submit eight (8) hardcopies and one (1) electronic copy (PDF format) of the required proposal no later than **Monday, March 2, 2020** by 2:00 p.m. at the office of the District Manager, 219 E. Livingston St., Orlando, Florida 32801, ATTN: George Flint, at which time the proposals will be publicly opened. Proposals must be submitted in a sealed envelope pursuant to the Instructions to Proposers. Proposals received after the time and date stipulated above will be returned unopened to the Proposer.

Ranking of Proposers will be made in accordance with the criteria set forth in the ranking worksheet contained within the Request for Proposal. The information provided in response to RFP 2020-101 will be used in the evaluation. The Owners reserve the right to reject any and all proposals, with or without cause, to waive minor technical errors and informalities, or to accept the proposal that, in its judgment, is in the best interest of the Owners.

REQUEST FOR PROPOSAL NUMBER 2020-101
LANDSCAPE/GROUNDS MAINTENANCE SERVICES

INSTRUCTIONS TO PROPOSERS

1. Due Date: Sealed proposals must be received no later than **Monday, March 2, 2020 at 2:00 p.m.** at the District Manager's Office, 219 E. Livingston St., Orlando, Florida 32801 ATTN: George Flint. Proposals will be opened publicly at that time.
2. This is a joint RFP coordinated among the Reunion East and Reunion West Community Development Districts hereinafter referred to as the Owners. The Owners are coordinating this joint RFP in an effort to achieve economies of scale, have a common vendor, and have consistent levels of service with the Reunion development, among other benefits. Proposers will be asked to prepare a separate Fee Summary corresponding to each owner. The Reunion East and Reunion West CDDs, as governmental entities, have to comply with certain statutory bidding requirements that are not required of the other private owners. The private owners, have agreed to utilize the public bidding process, but reserve the right to negotiate separately or withdraw from the bidding process if it is not in their best interest. It is anticipated that each entity will enter into separate contracts with the selected vendor.
3. Signature on Proposal: In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt and Proposal Signature Form. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.
4. Familiarity with Laws: The Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility.
5. No Proposer shall submit more than one proposal. Proposers shall be disqualified and their proposals rejected if Owners have reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any existing contract, or for failure to demonstrate proper licensure and business organization.
6. Interpretations and Addenda: All questions about the meaning or intent of the proposal documents are to be directed in writing to the District Manager. Interpretations or clarifications considered necessary by the District Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than seven (7) days prior to the date of opening of proposals may not be answered. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and

answers will be distributed to all Proposers.

7. Submission of Proposal: Submit eight (8) hardcopies and one (1) electronic copy (in PDF format) of the proposal documents including the Affidavit of Non-Collusion, Acknowledgement of Receipt of Documents and Proposal Signature Form, Fee Summary Forms, and Extra Services Pricing Summary, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation (RESPONSE TO PROPOSAL NO. 2020-101 ENCLOSED) on the face of it.
8. Modification and Withdrawal: Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of sixty (60) days.
9. Proposal Documents: The Request for Proposal will be available on **Monday, January 27, 2020** from the District Office, 219 E. Livingston St., Orlando, Florida, 32801. Contact Stacie Vanderbilt at 407-841-5524, Ext. 101.
10. Proposal Form: All blanks on proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Acknowledgment Form). In making its proposal, each Proposer represents that it has read and understands the proposal documents and that the proposal is made in accordance therewith, including verification of contents of proposal package against the Table of Contents.
11. Basis of Award/Right to Reject or Award: The Owner reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed appropriate.
12. Contract Award: Within fourteen (14) days of receipt of the Notice of Award, the Proposer shall enter into and execute the Contract in substantially the form included in the proposal documents. This timeframe can be extended at the discretion of the Owners.
13. Pre-Proposal Conference: A mandatory pre-proposal conference will be held on Thursday, February 20 at 1:00 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida 34747. Failure to attend the Pre-Proposal Conference will disqualify the Proposer. Proposers are also encouraged to make on-site visits to the area for which services are required in order to gain an understanding of the scope of the area to be served. The Proposer is assumed to be familiar with the area and any natural features which will in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility. **Any on-site visits must be scheduled with the District Office by contacting Alan Scheerer at 407-398-2890. Proposers must have an escort arranged by District Office for any on-site visits.**

14. Indemnification: The successful Proposer shall fully indemnify and hold harmless Owners, their staff and agents, from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.
15. Limitation of Liability: Nothing herein shall be construed as or constitute a waiver of Owner's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.
16. Any protest regarding the Proposal Documents, including specifications or other requirements contained in the Request for Proposal, must be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.
17. The proposals shall be ranked based on the Owners' evaluation of the Proposer's ability to perform the services for the project as demonstrated by the documentation provided by the Proposer in this RFP as well documents provided in RFQ 2020-101. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the proposal documents. It is anticipated that an evaluation committee comprised of representatives of the Owners will conduct a review of the RFP responses and may conduct interviews as part of that review process.
18. Storage of Landscaping Equipment: proposers will need to plan for off-site storage of all required maintenance equipment and supplies. No storage facilities are provided by the Owner.

REQUEST FOR PROPOSAL NUMBER 2020-101
LANDSCAPE/GROUNDS MAINTENANCE SERVICES

EVALUATION CRITERIA

1. Personnel (25 points)

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; Evaluation of uncompleted work load; proposed staffing levels, etc.)

2. Experience (25 points)

(E.g., past record and experience of the respondent in similar projects; volume of work previously awarded to the firm; past performance for the Owners in other contracts; character, integrity, reputation, of respondent, etc.)

3. Understanding of Scope of Work (25 points)

Does the proposal demonstrate an understanding of the Owners' needs for the services requested?

4. Financial Capability (10 points)

Demonstration of financial resources and stability as a business entity, necessary to Complete the services required.

5. Price (15 points)

Points available for price will be allocated as follows:

10 points will be awarded to the Proposer submitting the lowest total bid for completing the work for the initial term of the contract. All other proposals will receive a percentage of this amount based upon the difference between that Proposer's bid and the low bid.

5 points are allocated for the reasonableness of unit prices.

AFFIDAVIT OF NON-COLLUSION

STATE OF _____
COUNTY OF _____

I _____, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a _____ in the firm of _____, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this _____ day of _____, 2020.

Signature by authorized representative of Proposer

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary taking acknowledgment

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND PROPOSAL SIGNATURE FORM**

This Proposal for landscape maintenance services has been submitted on this ____ day of _____, 2020 by _____ [company] whose business address is _____, telephone number is _____, and fax number is _____.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information sixty (60) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that the Owners consider such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Owners.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Signature by authorized representative of Proposer

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary taking acknowledgment

SAMPLE CONTRACT DOCUMENT FOR CDDS

THIS AGREEMENT ("Agreement") is made and enter into effective as of the _____ day of _____, 2020, between **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT AND REUNION WEST COMMUNITY DEVELOPMENT DISTRICTS** (hereinafter referred to collectively as "Owner"), whose mailing address is, 219 E. Livingston St., Orlando, Florida, 32801, and _____ (hereinafter referred to as "Contractor"), whose address is _____.

WITNESSETH:

Subject to, and upon the terms and conditions of, this Agreement, including the terms of the Request for Proposal (the "Proposal") and Definitions section of this Agreement, and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and Contractor agree as follows:

1. DEFINITIONS.

(a) Agreement. The Agreement consists of ~~this Maintenance Services, Agreement, the Scope of Work, the Fee Summaries, the Service Area Map, Form of General Release, and the Work Authorization form.~~ The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 8.

(b) Services. The term Services as used in this Agreement shall be construed to include all Services set forth in Exhibit 1, all obligations of Contractor under this Agreement, including any addenda or special conditions, and where any Work Authorizations have been issued pursuant to Article 8 of this Agreement, the changed services set forth therein.

(b) Any terms not defined herein shall have the meanings set forth in the Proposal.

2. SCOPE OF WORK.

(a) A description of the nature, scope and schedule of services to be performed by Contractor under this Agreement shall be as follows: The services as generally indicated by the documents identified in Exhibit 1 (attached hereto and incorporated herein by reference).

(b) The following List of Exhibits, all of which are attached hereto and incorporated herein, is applicable to the Services:

- i. Exhibit 1, Scope of Work
- ii. Exhibit 2, Fee Summary
- iii. Exhibit 3, Extra Services Pricing Summary
- iv. Exhibit 4, Service Area Map

- v. Exhibit 5, Work Authorization Form
- vi. Exhibit 6, Maintenance Facility Lease Agreement

3. COMMENCEMENT OF SERVICES. Contractor shall commence its Services on _____, _____, 2020, upon receipt of a Notice to Proceed and shall perform the same in accordance with any schedules set forth in these Agreement documents, including but not limited to schedules set forth within the Scope of Work.

4. DISTRICT MANAGER.

(a) The Owner's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the Owner, which is Governmental Management Services CF, LLC, whose mailing address is 135 W. Central Blvd, Suite 320, Attention: George Flint; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's representative for the purpose of this Agreement.

(b) ~~All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the Owner; provided, however, that the Owner (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.~~

5. BASIS FOR COMPENSATION AND PAYMENTS.

(a) ~~Provided that the Contractor shall strictly perform all of its obligations under the Agreement, and subject only to additions and deductions by Work Authorizations as defined in Section 5(d), the Owner shall pay to Contractor for its Services as set forth in Article 2, a monthly fee based on the amounts reflected in Exhibit 2, plus additional fees for services rendered in connection with Work Authorizations as defined below.~~

(b) The Contractor shall on the 15th day of each calendar month deliver to the Owner an Application for Payment in such form and with such detail as the Owner requires.

(c) Based on the Contractor's Application for Payment, and the approval of the Application for Payment issued by the Owner, the Owner shall make monthly payments to the Contractor on account of the Fixed Fee plus additional fees in connection with Work Authorizations. Such monthly payments shall be made on or before the 30th day of each calendar month or the 30th day after receipt by the Owner of the Contractor's Application for Payment and of such documentation to verify the amount owned as the Owner may require, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval of any Application for Payment.

(d) Work Authorizations shall mean orders or directives, in the form attached hereto as Exhibit 5, issued by the Owner. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the Owner's sole discretion, such amount to be invoiced and paid in accordance with the terms set forth in this article, in accordance with paragraphs b. and c. above. Exhibit 3 provides pricing for additional services ("Extra Services") in the event they are required. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of Owner to perform the same.

(f) Owner retains the right to reduce any portion of Contractor's Scope of Work as set forth in Article 2, or as amended in any Work Authorization. Should this occur, a revised Scope of Work and Fee Summary will be agreed upon in writing by both Owner and Contractor.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to Owner that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iv) has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (v) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) ~~The Contractor warrants to the Owner that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement Documents.~~

7. EMPLOYEES: INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the Owner's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for Owner's

review upon request. Contractor shall enforce strict discipline and good order among its employees on the Owner's premises.

(b) Contractor is an independent contractor and not an employee of the Owner. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the Owner and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the Owner.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders.

(b) Contractor hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the Owner's facilities are located, as said rules, etc. may specifically relate to Contractor or its services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the Owner that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the Owner of any such orders or requirements upon receipt of same.

(c) The Owner is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the Owner. In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the Owner has undertaken or assumed any part of that responsibility.

(c) Contractor will provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor acknowledges and understands that the Owner is a local unit of special purpose government and as a unit of government is subject to certain requirements under Chapter 119 and Chapter 289, Florida Statutes. Any books, documents, records, correspondence or other information kept or obtained by the Owner or furnished by the Owner to Contractor in connection with the services contemplated herein and/or Owner's facilities and any related records are property of the Owner. Contractor agrees and acknowledges that any and all such books, documents, records, correspondence or other information may be public records under Chapter 119, Florida Statutes. ~~Contractor agrees and acknowledges that any and all such books, documents, records, correspondence or other information are subject to inspection and copying by members of the public pursuant to Chapter 119, Florida Statutes. If Contractor does not comply with a public records request as required by law, that failure to comply shall be considered a default under the Proposal and the Owner may seek to enforce the Proposal accordingly.~~

(b) Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the Services. Contractor shall provide the public with access to public records on the same terms and conditions that the Owner would provide the records, and a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. ~~Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Contractor shall meet all requirements for maintaining public records and transfer, at no cost, to the Owner all public records in Contractor's possession upon termination of this Proposal and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, provided that Contractor shall be entitled to retain copies of any records it deems necessary to comply with IRS, Florida Department of Revenue and any other regulatory agencies or necessary for Contractor's defense of any claims by Owner or any third party resulting from Contractor's performance under this Proposal. All records stored electronically shall be provided to the Owner in a format that is compatible with the information technology systems of the Owner so long as Contractor does not incur unreasonable cost or expense in doing so.~~

11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$2,000,000 and \$2,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and

(ii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.

(iii) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to Owner and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner; the insurance required under paragraph 11(a)(i) shall name the Owner as an additional insured. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to the Owner. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the Owner's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION. Contractor agrees to indemnify, save harmless and defend the Owner, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the Owner, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or sub-contractors, related to or in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the Owner, in the form and manner attached to this Agreement as Exhibit 5, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the Owner and community residents, tenants, and the general public that may be affected thereby.

(b) ~~All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to:~~ (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, ~~and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.~~

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to Owner, as required in the sole discretion of the Owner, to ensure satisfactory performance of the Services provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for Extra Services performed pursuant to Articles 5, through the date of termination.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the Owner, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the Owner may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such a manner as Owner deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the Owner may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. TERM. Owner desires to employ the services of Contractor to perform the herein described services for a period beginning on the date as described in Article 3, and ending on _____, _____, 20____ (the "Initial Termination Date"). Thereafter, Owner has the option of renewing the contract for a period of not to exceed two (2) years by submitting written notice that Owner said option to Contractor on or before the Initial Termination Date.

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to Owner: REUNION EAST COMMUNITY DEVELOPMENT
DISTRICT
219 E. Livingston St.
Orlando, FL 32801
ATTN: George Flint, District Manager

REUNION WEST COMMUNITY DEVELOPMENT
DISTRICT
219 E. Livingston St.
Orlando, FL 32801
ATTN: George Flint, District Manager

If to Contractor:

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSCEOLA COUNTY, FLORIDA.**

22. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by an contract in writing signed by all parties hereto or their respective successors in interest.

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

CONTRACTOR:

Print: _____

Title: _____

Date: _____

OWNER:

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT**, a
Florida community development
District

Print: _____

Title: _____

Date: _____

**REUNION WEST COMMUNITY
DEVELOPMENT DISTRICT**, a
Florida community development
district

Print: _____

Title: _____

Date: _____

DRAFT

EXHIBIT 1

SCOPE OF WORK

EXHIBIT 1 REUNION SCOPE OF WORK

The work for the exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.

SCHEDULE "A" – GENERAL SERVICES

A. Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun. High traffic and high profile areas such as front doors and amenity areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

1. Mowing

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- b. Zoysia turf shall be mowed weekly during the growing season from March 15th through October 15th and bi-weekly during the non-growing season from October 15th through March 15th. Unimproved Bahia turf (Lots) shall be mowed bi-weekly during its growing season from May 1st through September 30th, and one time per month during the non-growing season from October 1st through April 30th. Based on this schedule, it is estimated that the contractor will perform 40 mowing cycles per 12-month period for Zoysia turf and 17 mowing cycles per 12-month period for Bahia turf in the performance of this contract.
- c. Zoysia and Bahia turf shall be cut with rotary mower to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Mowing heights will be set at 1½" to 2½" for Zoysia turf and at 3½" to 4½" for Bahia turf. At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting. Due to irrigation regulations and periods of drought, with approval from management, heights may be increased to decrease turf damage.
- e. Visible clippings that may be left following mowing operations shall be removed from the turf each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable and any visible clippings discharged into these areas shall be removed prior to the end of each service day.

- f. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractors mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of management. Replacement material will be similar size to the material being replaced.
- g. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractors mowing equipment may result in the replacement of damaged material at the contractor's expense. Determination as to replacement will be at the sole discretion of management. Replacement material will be similar size to the material being replaced.

2. Edging

Sidewalks, curbs, concrete slabs and other paved surfaces will be edged in conjunction with mowing operations. Edging is defined as removal of unwanted turf from the above mentioned borders by use of a mechanical edger. String trimmers will not be used for this function.

3. String Trimming

- a.) String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed in conjunction with each mowing operation.
- b.) Under no circumstance will it be an acceptable practice to string trim bed edges or small turf areas that may be cut utilizing a small walk-behind mower.
- c.) Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of management.
- d.) Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during each mowing cycle.

4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. Further, the contractor will be especially careful to blow across garage openings and lanais first, and then aim their blowers out and away from both to help prevent clippings from gathering unnecessarily in these areas.

5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign posts, in-ground water meter covers and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the association or homeowners within 30 days for any damage to property caused by their crew members or equipment.

B. Detail

Detailing of planted areas will be performed weekly in a sectional method, with each section representing one-third of the entire property. Based on three sections that encompass all planted areas throughout property, the contractor will completely detail the entire property once every three weeks or seventeen (17) times annually. The exception will be amenity or high profile areas. These are high traffic and focal areas and as such will be included in each detail section to provide weekly attention. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.

1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by owner or owner's representative.
- c. Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet contractor shall propose an extra service to the owner's representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:
 - Provide clearance for pedestrians, vehicles, mowers and buildings.
 - Maintain clearance from shrubs in bed areas.
 - Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut-back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
- e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
- f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
- g. Structural pruning may be required for several varieties of plants annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. Ornamental grasses are to be haystack cut one time per year.
- h. Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by the owner or owner's representative.
- i. Pruning of all palms less than 12' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.
- j. Pruning of all trees immediately adjacent to street lights to prevent tree limb extension within 5 feet of the light source.

2. Edging

- a. Edging is defined as removal of unwanted vegetation along beds and tree saucers. Edges are to be perpendicular to the ground. All Zoysia turf runners must be thoroughly removed during each occurrence.

- b. Only mechanical edgers will be used for this function. Use of string trimmers or non selective herbicides will not be allowed.
- c. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines in common areas, around homes and within elevated berms or embankments.

3. Weed Control

- a. Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
- b. Hardscape cracks and expansion joints in poured concrete or asphalt pavement or in driveway pavers are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

C. General

1. Policing

- a. Contractor will police the grounds daily or on each service visit to remove trash, debris and fallen tree litter less than 2" in diameter. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval at the labor rates specified in "Exhibit 3 Extra Services Pricing Summary".
- b. All litter shall be removed from the property and disposed of off site.

2. Communication

- a. Daily, the contractor will communicate with the owner or the owner's representative for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the owner or owner's representative which details all aspects of the previous week's maintenance activities.
- c. Contractor will provide a Monthly Service Calendar for the upcoming period and a copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report. A copy of these documents should be submitted to management and/or consultant by the 5th of each month electronically or via U.S. mail.
- d. Contractor agrees to take part in monthly inspections of the property to insure their performance of this agreement meets the standards required herein and protects the overall well being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for a minimum of the pre inspection meeting.

3. Contractor Personnel

- a. The Contractor shall have a well-experienced site manager on property at all times with the crew. This person should have extensive knowledge of horticultural practices, and be capable of properly supervising others. He/she and other supervisors should be in a certain type uniforms

that distinguishes them from the crew. The site manager should communicate daily with the property's staff, and submit a report of the crew's accomplishments at the end of each visit to management. In order to maintain continuity, the same site manager shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of management prior to any such change. This will assure management that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.

- b. The crew members should be properly trained to carry out their assigned task, and should work in a safe professional manner. Each crew member should be in full uniform at all times to include all rain, cold weather gear and hats.
- c. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.
- d. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or pled guilty to a felony crime or misdemeanor to which Management objects. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.
- e. Contractor is expected to staff the property with adequately trained personnel, five days per week, Monday through Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 7:00 AM until 6:00 PM, with no power equipment operating around guest quarters before 9:00 AM.

SCHEDULE "B1" – TURF CARE PROGRAM - ZOYSIA

A. Application Schedule - Zoysia

<u>Month</u>	<u>Application</u>
January:	IPM spot treatment for weeds as necessary and inspect/treat fungal activity.
February:	Pre-emergent herbicide/spot treatment for weeds and fungal activity.
March:	Fertilization (granular 20-0-10) with 1lb N to 1lb K, 50% slow release w/minors. Spot treat weeds and treat fungal and insect activity as necessary.
April:	Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
May:	Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
June:	Fertilization (granular 20-0-10) with .5lb N, slow release w/minors. Insect/weed/disease control as necessary.
July:	Liquid fertilization with .5lb N w/ Iron. Insect/weed/disease control as necessary.

- August: Blanket Potash 0-0-62 application at 4 lbs. per 1,000 SF, IPM-spot treat weeds as necessary, inspect/treat fungal activity.
- September: Fertilization with 14-0-40 or similar. Weed/insect/disease control as necessary.
- October: Liquid Fertilization with .25lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- November: Blanket pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket Potash 0-0-62 application at 4 lbs. per 1,000 SF, IPM-spot treat weeds as necessary, inspect/treat fungal activity.

B. Application Requirements

1. Fertilization

- a. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- b. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- c. The irrigation system will be fully operational prior to any fertilizer application.
- d. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will not be limited to only the broadleaf variety under this program.
- b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes high traffic areas, drainage problems, or acts of God.

SCHEDULE "B" – TURF CARE PROGRAM - BAHIA (If included, see Exhibit 2 Fee Summary)

A. Application Schedule

<u>Month</u>	<u>Application</u>
February/March:	Complete granular N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
April:	Chelated Iron application and Mole Cricket control.
July:	Chelated Iron application and Mole Cricket control.
October:	Complete granular N-P-K fertilizer.
November/December:	Broadleaf weed control to include blanket pre-emergent herbicide application.

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility twice per year to monitor for PH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety under this program.

- b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
4. Warranty
- No warranty is provided for Bahia turf.

SCHEDULE "C" – TREE/SHRUB CARE PROGRAM (If included, see Exhibit 2 Fee Summary)

A. Application Schedule

<u>Month</u>	<u>Application</u>
February:	Spring granular fertilization and insect/disease control as needed
March/April:	Insect/disease control/fertilization as needed
May/June:	Insect/disease control.
July/August:	Minor nutrient blend with insect/disease control
October:	Fall granular fertilization and insect/disease control as needed
December:	Insect/disease control/fertilization as needed

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
- b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 30% slow release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
- c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- d. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- e. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- f. All palms will be evaluated quarterly for nutrient deficiencies and shall be treated with appropriate nutrients (Boron, Magnesium and Manganese)

- g. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
- h. The irrigation system will be fully operational prior to any fertilizer application.
- i. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the Tree/Shrub care program based on these results.

2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- d. Terrapin Scale has proven to be a difficult pest to control through the use of foliar sprays or drenches. Should an infestation develop that is not able to be controlled through the aforementioned methods, the contractor may be required to utilize Maujet injections or other similar methods to deploy appropriate insecticides.
- e. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- f. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera and Sylvester Date), the contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.
- b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the rootball of specimen palms to de-water them as necessary.

4. Warranty

If a plant or tree dies from insect or disease damage or nutrient deficiency, while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available. Exclusions to this warranty would be pre-existing conditions, nematodes, borers, locusts, Wax Myrtle trees and Wax Myrtle shrubs, Photinia, insects such as Asian Cycad Scale and diseases such as Verticillium and Fusarium Wilt and Ganoderma that are untreatable with currently available chemicals, soil contamination, drainage problems and acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

SCHEDULE "D" – SPECIAL SERVICES (If included, see Exhibit 2 Fee Summary)

Note: All Special Services work is to be performed by supplemental crews

A. Bedding Plants - N/A

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on the on-going care.

1. Schedule

- a.) All flower beds on the property will be changed four (4) times per year during the months of January, April, July and October.
- b.) Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c.) All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.
- d.) Contractor will obtain prior approval of plant selection from owner or owner's representative before installation.

2. Installation

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.
- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine Fines after planting.
- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- h. Flowers that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the owner.

3. Maintenance

- a. Flower beds will be reviewed daily or at each service visit for the following:
 - Removal of all litter and debris.
 - Beds are to remain weed – free at all times.
 - All declining blooms are to be removed immediately.
 - Inspect for the presence of insect or disease activity and treat immediately.

- b. Seed heads are to be removed from Coleus plants as soon as they appear. "Pinching" of Coleus plants weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.
- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
- d. Pre-emergent herbicides are not to be used in flower beds.
- e. Contractor guarantees the survivability and performance of all flower beds for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

4. Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

B. Bed Dressing -

1. Schedule

- a. Bed dressing will be replenished in all bed areas in the months of February and March.
- b. Application will be completed within a six week time period.

2. Installation

- a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.
- b. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- c. Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by management.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

C. Palm Trimming

- 1. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Canary Island Date, etc.) in excess of 12' CT will be trimmed two times per year in the months of June and December. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process.
- 2. All palms less than 12' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- 3. Washingtonia, Queen, Ribbon, Chinese Fan and Butia palms in excess of 12' CT will be trimmed two times per year in the months of February/March and August/September.

4. All palms other than those previously listed and in excess of 12'CT will be trimmed once per year in the months of August /September.
5. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
6. Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile. "Hurricane" cuts are only to be done at the direction of management.
7. When trimming, cut the frond close to the trunk without leaving "stubs".

SCHEDULE "E" – IRRIGATION MAINTENANCE (If included, see Exhibit 2 Fee Summary)

A. Frequency of Service

- a. Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week.
- b. The irrigation inspection will be performed continuously each day during the work week.

B. Specifications

1. Activate each zone of the system.
2. Visually check for any damaged heads or heads needing repair.
3. Clean, straighten or adjust any heads not functioning properly.
4. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
5. Report any valve or valve box that may be damaged in any way.
6. Leave areas in which repairs or adjustments are made free of debris.
7. Clean filters located at each drip zone valve monthly.
8. Clean all individual filters located at the pump stations quarterly.
9. Watering schedules are managed by an ET Based system. Schedules are calculated daily based on site weather conditions including ET lost (Solar radiation, humidity, wind and temperature) and rainfall received. Contractor will monitor these inputs daily and communicate any abnormalities that arise to owner or the owner's representative.
10. Contractor will provide a written report of the findings by zone.

C. Qualifying Statements

1. Repairs

- a. Repairs that become necessary and that are over and above the routine maintenance contract will be done on a time and material basis at the rates as outlined in "Exhibit 3 – Extra Services Pricing Summary".

- b. Request for authorization must be submitted to management for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the Owner or the Owner's Representative prior to initiating any work.

2. Service Calls

- a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates as outlined in "Exhibit 3 – Extra Services Pricing Summary".
- b. When not an emergency, request for authorization must be submitted in written form to the Owner's Representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by management prior to initiating any work.

3. Contractor will pay special attention during irrigation maintenance inspections (IMC) to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.

- a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

4. Contractor shall employ technicians well versed in the operation, adjustment and troubleshooting problems of a computer-controlled irrigation system.

5. Damage resulting from contractor's crews working on the property (i.e. mower and edger cuts) will be repaired at no charge to the owner within 24 hours of being detected.

6. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, pump station failure, freeze or other acts of God.

7. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

8. Contractor will visually inspect irrigation system weekly while performing routine maintenance.

9. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

10. Contractor shall take all required readings from meters at pump stations and work with Consultant to file all quarterly and/or semi-annual reports to the water management district.

EXHIBIT 2

FEE SUMMARY

1. Please fill in the Contractor information at the top left portion of the page.
2. General Services - Fill in each month with the dollars to perform this portion of the Scope of Work. Do not use averaged dollar amounts.
3. Turf Care - Fill in the dollar amount to perform the services each month as outlined in the Scope of Work .
4. Tree/Shrub Care - Fill in the dollar amount to perform the services each month as outlined in the Scope of Work.
5. Bedding Plants - Fill in the quantity of plants to be installed each rotation in cell A-27 if not already listed, then fill in the dollar amount to purchase and install that quantity in the months specified in the Scope of Work. Also insert the number of plants installed (row 27) in each rotation below the dollar amounts in the months they are to be installed.
6. Bed Dressing - Fill in the quantity of Bed Dressing that will be installed in cell A-30 if not already listed, then fill in the dollar amount to purchase and install that quantity in the month specified in the Scope of Work. Also insert the quantity of mulch (row 30) below the dollar amount in the month it will be installed.
7. Palm Trimming - Fill in the quantity of each palm variety that will be pruned in cells A-32, A-33, A-34, A-35 if not already listed, then fill in the dollar amount to trim each variety in the months indicated in the Scope of Work. Please insert your numbers in the row that corresponds to the specific variety of palm that is to be pruned that month.
8. Irrigation Maintenance - Fill in the total number of zones for the irrigation system in cell A-38 if not already listed, then fill in the dollar amount per month to perform the monthly inspection following the services as described in the Scope of Work. Please include the number of zones in the cell below the dollar amount each month.

DRAFT

EXHIBIT 2 - FEE SUMMARY

Contractor:

Address:
Phone:
Fax:
Contact:

Property: Reunion
7855E Osceola Polk Line Road
Address:

Phone:
Fax:
Contact: Alan Scheerer

Dates: through

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A)													\$0
TURF CARE (Schedule B)													\$0
TREE / SHRUBCARE (Schedule C)													\$0
BEDDING PLANTS (Schedule D) <i>Units Per Rotation</i>													\$0
BED DRESSING (Schedule D) <i>100 Yards of Bed Dressing</i>													\$0
PALM TRIMMING (Schedule D) <i>Sabal Queen and Foxtail Date Washington</i>													\$0
IRRIGATION MAINT. (Schedule E) <i>Number of Zones</i>													\$0
TOTAL FEE PER MONTH:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Flat Fee Schedule	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

DRAFT

Initials _____

EXHIBIT 2 - FEE SUMMARY

Contractor:

Address:
Phone:
Fax:
Contact:

Property: Reunion
8011B Osceola Polk Line Road

Address:

Phone:
Fax:
Contact: Alan Scheerer

Dates: through

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A)													\$0
TURF CARE (Schedule B)													\$0
TREE / SHRUB CARE (Schedule C)													\$0
BEDDING PLANTS (Schedule D) <i>Units Per Rotation</i>													\$0
BED DRESSING (Schedule D) <i>50 Yards of Bed Dressing</i>													\$0
PALM TRIMMING (Schedule D) <i>Sabal Queen and Foxtail 10 Washingtons</i>													\$0
IRRIGATION MAINT. (Schedule E) <i>16 Number of Zones</i>													\$0
TOTAL FEE PER MONTH:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Flat Fee Schedule	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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Initials 

EXHIBIT 3

EXTRA SERVICES PRICING SUMMARY

EXHIBIT 3 – EXTRA SERVICES PRICING SUMMARY Project: Reunion

<u>Material</u>	<u>Description</u>	<u>Price</u>
Mulch	Price/yard installed for quantities <u>over</u> 100 cubic yards	\$
	Price/yard installed for quantities <u>under</u> 100 cubic yards	\$
	Price per 3 cubic foot bag of Mulch	\$
	Price per bale of Pine Straw	\$
Hard Materials	Price per bag for Seminole Chips	\$
	Price per ton for Seminole Chips	\$
	Price per ton for 3"-5" River Jack	\$
Seasonal Color	<i>Annual flower installed prices include bed preparation by removing and disposing of old flowers, hand or mechanically turning the beds and amending soil as necessary.</i>	
	Bed preparation and installation per 4.5" pot	\$
	Bed preparation and installation per 1 gallon pot	\$
	Supply and install 8" to 10" hanging basket	\$
	Assemble 20" to 36" diameter floral pot with centerpiece plant	\$
Sod (St. Augustine)	<i>Turf reparation includes removal and disposal of old material and re-grading affected area prior to installation of new sod.</i>	
	Square foot price for quantities less than 1,000 square feet	\$
	Square foot price for quantities between 1,000 and 3,000 square feet	\$
	Square foot price for quantities between 3,000 and 10,000 square feet	\$
	Square foot for price quantities greater than 10,000 square feet	\$
Irrigation	<i>Irrigation services, which fall outside of the contract, will be provided on a per hour basis. Parts will be provided at list, less a discount. Contractor may be required to provide a copy of purchase invoice.</i>	
	Irrigation Technician per hour	\$
	Irrigation Laborer per hour	\$
	PVC parts	List less ____ %
	Non PVC parts	List less ____ %
	Valves, Clocks and any part over \$300.00	List less ____ %
General Labor	Foreman per hour	\$
	Labor per hour	\$

EXHIBIT 3 – EXTRA SERVICES PRICING SUMMARY

Project: Reunion

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Mulch	Price/yard installed for quantities <u>over</u> 100 cubic yards	\$
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	Price per 3 cubic foot bag of Mulch	\$
	Price per bale of Pine Straw	\$
Hard Materials	Price per bag for Seminole Chips	\$
	Price per ton for Seminole Chips	\$
	Price per ton for 3"-5" River Jack	\$
Seasonal Color	<i>Annual flower installed prices include bed preparation by removing and disposing of old flowers, hand or mechanically turning the beds and amending soil as necessary.</i>	
	Bed preparation and installation per 4.5" pot	\$
	Bed preparation and installation per 1 gallon pot	\$
	Supply and install 8" to 10" hanging basket	\$
	Assemble 20" to 36" diameter floral pot with centerpiece plant	\$
	<i>Turf preparation includes removal and disposal of old material and re-grading affected area prior to installation of new sod.</i>	
Sod (St. Augustine)	Square foot price for quantities less than 1,000 square feet	\$
	Square foot price for quantities between 1,000 and 3,000 square feet	\$
	Square foot price for quantities between 3,000 and 10,000 square feet	\$
	Square foot for price quantities greater than 10,000 square feet	\$
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Irrigation	Irrigation Technician per hour	\$
	Irrigation Laborer per hour	\$
	PVC parts	List less ____ %
	Non PVC parts	List less ____ %
	Valves, Clocks and any part over \$300.00	List less ____ %
General Labor	Foreman per hour	\$
	Labor per hour	\$

EXHIBIT 4

SERVICE AREA MAP

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Reunion Map

Villa Labels

Center Court Ridge-CCR
Heritage Crossing-HC
Carriage Point-CP
The Terraces-TTR
Seven Eagles-7E
Villas At Sunset View-7C
Villas At Sandy Ridge-7A
Villas At Whisper Way-5B
Villas At Cobalt Court-4A

CDD-Community Development District

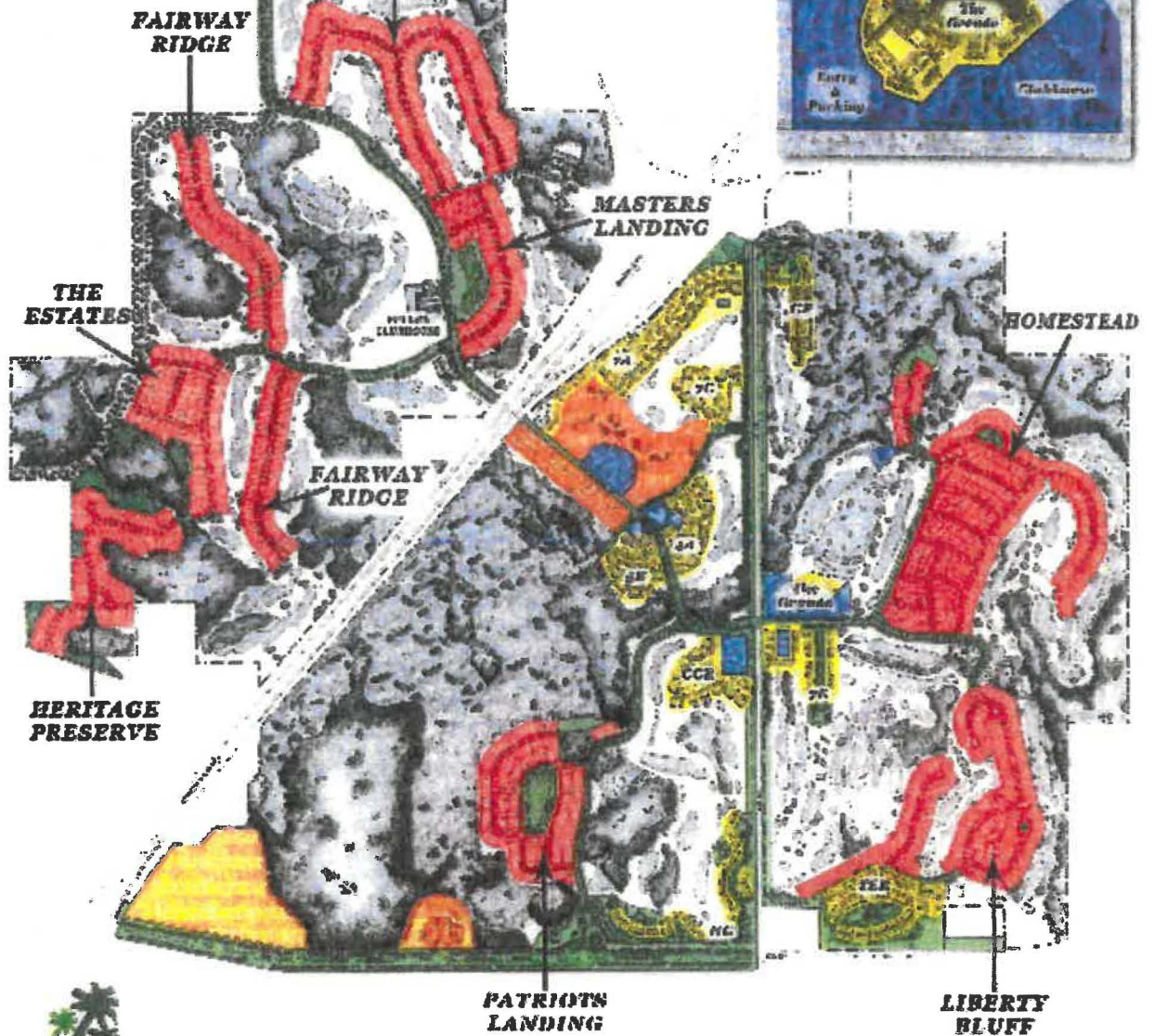
HOA-Homeowners Association

Multi-Family Villas

Reunion Resort

Encore

LEGENDS CORNER



REUNION

ORLANDO FLORIDA

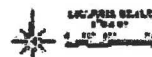


EXHIBIT 5

WORK AUTHORIZATION FORM

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SECTION VI

SECTION C

SECTION 1

Reunion East

Item #	Meeting Assigned	Action Item	Assigned To:	Date Due	Status	Comments
1	3/14/11	Irrigation Turnover	Developer		On Hold	Issue on Hold Pending CUP Negotiation
2	3/16/17	Allocation of 532 Costs	Scheerer/d'Adesky		On Hold	Proposals from Yellowstone presented at August meeting. Counsel Sent Demand Letters for Costs to Each Parcel Owner. Publix Declined Sharing Costs.
3	4/11/19	Review of 4-Way Stop at Spine Road & Tradition Blvd.	Boyd		Completed	
4	4/11/19	Corolla Court Parking Issue; Evaluation of Addition of Street Parking Towaway Zones	Williams/Cruz/Scheerer		In Process	Towing Rule adopted December 19, 2019.
5	4/11/19	Patriot's Landing Small Retention Pond Cleanup	Boyd		Completed	
6	4/11/19	Creating Dog Parks/Playground	Goldstein		In Process	Dog Park Permit Approved, Installation to begin January 6, 2020; Playground Currently in Permitting
7	5/9/19	Crosswalk in Front of Resort	Boyd		Completed	

Reunion West

Item #	Meeting Assigned	Action Item	Assigned To:	Date Due	Status	Comments
1	2/21/19	Cost to Install Parking Spaces at Valhalla Mail Kiosk Area	Boyd		In Process	Currently in Permitting
2	2/21/19	Evaluate Traffic Lanes for Sinclair Road Gate	Boyd/Scheerer		In Process	Currently in Permitting
3	4/11/19	Review of 4-Way Stop at Tradition Blvd. & Golden Bear	Boyd		Completed	

Reunion Resort & Club
Seven Eagles Cove CDD Action Items Punch List

Ref #	Notes & Action Items Description	Target Date	Responsible Party(s)	Status/Notes/Next Steps	Completed Date	Comments
1	Landscaping around building is over grown	21-Mar	Yellowstone	Landscaping needs to be replaced in serval areas		On Hold

SECTION 2

*This item will be provided under
separate cover*

SECTION 3

*This item will be provided under
separate cover*

SECTION 4

Reunion East/West CDD Direct Billed Assessments for FY 2019

District	Landowner	Product	Total O & M	Total Debt	Total Due		O & M	Debt	Total	Paid
Reunion East										
	Orlando Health					Nov	\$113,330	\$0	\$113,330	Paid 11/27/19
	34-25-27-4936-0001-0040					Feb	\$56,665	\$0	\$56,665	
			\$226,659	\$0	\$226,659	May	\$56,665	\$0	\$56,665	
	Totals		\$226,659	\$0	\$226,659	Total	\$226,659	\$0	\$226,659	
							O & M	Debt	Total	Paid
	Orlando Reunion Development LLC		\$2,386	\$5,053	\$7,439	Nov	\$1,193	\$2,527	\$3,720	
	35-25-27-4885-PRCL-0C30	4 MF				Feb	\$597	\$1,263	\$1,860	
						May	\$597	\$1,263	\$1,860	
						Total	\$2,386	\$5,053	\$7,439	
							O & M	Debt	Total	Paid
	EHOF/SPECTRUM									
	11-1-15 Interest									
	27-25-27-2985-TRAC-FD20/FC 296 Condos		\$117,704	\$504,480	\$622,194	Nov	\$191,231	\$550,009	\$741,240	
	34-25-27-4936-0001FD10	276 SF	\$219,504	\$595,527	\$815,031	Feb	\$95,616	\$275,004	\$370,620	
	34-25-27-4936-0001-									
	0010/0020/0050/0031	Commercial	\$45,254	\$0	\$45,254	May	\$95,616	\$275,004	\$370,620	
			\$382,462	\$1,100,017	\$1,482,479	Total	\$382,462	\$1,100,017	\$1,482,479	
District	Landowner		Total O & M	Total Debt	Total Due		O & M	Debt	Total	Paid
Reunion West										
	Reunion West Dev. Partners									
	27-25-27-4927-0001-WC10		\$133,920	\$392,813	\$526,733	Dec	\$66,960	\$196,407	\$263,367	Paid 10/31/19
	27-25-27-3160-000A-0030					March	\$33,480	\$98,203	\$131,683	
	27-25-27-4927-0001-SF20					June	\$33,480	\$98,203	\$131,683	
			\$133,920.00	\$392,813.00	\$526,733.00	Total	\$133,920	\$392,813	\$526,733	