

MINUTES OF MEETING
REUNION EAST
COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Reunion East Community Development District was held on Thursday, June 11, 2020 at 1:00 p.m. via Zoom video conferencing, due to the COVID-19 virus.

Present and constituting a quorum were:

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

Also present were:

George Flint	District Manager
Tricia Adams	GMS
Jan Carpenter	District Counsel
Steve Boyd	District Engineer
Alan Scheerer	Field Manager
Victor Vargas	CWS Security
John Cruz	CWS Security
Rob Stultz	Yellowstone Landscape
Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: Per the Governor's Executive Order, the Board has been able to meet through technology. We have been using Zoom. That Executive Order expires at the end of June, so we anticipate in July that we will be meeting in person. We advertised the Zoom link information in the advertisement for this meeting, agenda and on the website, so any members of the public to attend the meeting as well as provide public comments. It looks like we have some attendees. Two are by phone and others are via Zoom on their computer or tablet. We have a public comment period. This is an opportunity for members of the public to provide comments on the agenda or items that are not on the agenda that they would like to bring to the Board's attention. For those

on Zoom, you will see a button that says, "raise hand." You can click on that and it will alert us. If you are on the phone, you can press *9. It will alert us that you want to speak. Are there any attendees, members of the public that would like to provide comments to the Board at this time? Hearing none, we will move on to the next item.

THIRD ORDER OF BUSINESS**Approval of the Minutes of the May 14, 2020 Meeting**

Mr. Flint: Are there any additions, deletions, or corrections to the May 14, 2020 minutes?

Mr. Harding: I only have one minor issue. On Page 11, at the bottom, it refers to making the Sinclair Road entrance a manned gate. It should've been, "Making Sinclair Road an unmanned gate for later consideration."

Mr. Flint: Yes.

Mr. Harding: That's the only change I have.

On MOTION by Mr. Harding seconded by Mr. Goldstein with all in favor the minutes of the May 14, 2020 meeting were approved as amended.

FOURTH ORDER OF BUSINESS**Review of Landscape Review Committee Recommendation and Selection of Landscape Firm**

Mr. Flint: Both Reunion East and West authorized staff to issue a joint Request for Proposals (RFP) for landscape maintenance. We received responses, but due to COVID-19 action was delayed on reviewing the proposals. However, we reached out to all of the bidders to make sure that they would hold their proposals and pricing. They all agreed to do so. Each Board appointed a representative to the Landscape Review Committee, which for Reunion West was Mr. Greenstein and for Reunion East was Mr. Goldstein. The Landscape Review Committee met yesterday, where both Mr. Goldstein and Mr. Greenstein, Tricia Adams and Alan Scheerer reviewed and ranked the proposals in accordance with the criteria in the RFP by both Boards. That information was sent to the Board this morning. I'm sorry for the lateness, but they just met yesterday morning. I can turn it over to Steve or Mark if you want to give an update on the Landscape Review Committee.

Mr. Goldstein: Go ahead Mark, you just provided an update to Reunion West.

Mr. Greenstein: Yes. Tricia, can you hear me?

Ms. Adams: I sure can. I can share the documents that I shared earlier and I'm more than happy to share the ranking sheet as well as the bid comparisons.

Mr. Greenstein: Good.

Ms. Adams: While you are speaking, we will get that set up.

Mr. Greenstein: As George pointed out, the Landscape Review Committee met yesterday and we reviewed all of the material that was provided. It was interesting the way the whole thing played out, in that we had three very closely ranked candidates. The official results placed Yellowstone first, Florida Commercial second, and BrightView third. There is a sheet that shows the ranking. Tricia, did you provide this?

Ms. Adams: Yes.

Mr. Greenstein: If everyone had an opportunity to look at this before then it's not new to you. The far-right column shows the ranking of one through seven. The total points earned is 100. The difference was insignificant, but there is a difference of a quarter of a point between Yellowstone and Florida Commercial and another half a point difference with BrightView. The major difference is in the price. Yellowstone had the next lowest price. We ranked on a 10 point scale, giving 10 points to the lowest bidder and proportionately assigned points based upon how far from the lowest bid these other candidates were. Yellowstone came in at 9.48 and Florida Commercial came in at 7 points. In dollars, you are talking about a \$240,000 difference.

Mr. Dryburgh: Wow. \$240,000 between number one and number two?

Mr. Greenstein: Correct. If you look at the price sheet Florida Commercial bid \$989,349 and Yellowstone bid \$756,590. That kind of differential would have to be made up by some significant difference in quality. We don't have a significant difference in quality.

Mr. Harding: I have a couple of questions, Mark. One thing that Florida Commercial has advantage of is they have facilities onsite as we speak at the Nicklaus Course and also using the maintenance building off of 532 for all of their landscape equipment. So, they have an advantage over any other company relative to on-site storage of all their equipment. The other item I am concerned about is we rent the building for Yellowstone off of 532 next to the fire station. Right? Don't we pay for that cost currently?

Mr. Greenstein: I was going to ask George based on a previous indication if that liability was going to disappear.

Mr. Harding: If we go with Yellowstone, do we need to continue paying that?

Mr. Flint: We don't have to. The RFP explicitly stated that no on-site facility was not to be provided, so the bidders anticipated that they have no on-site facility. Theoretically, if Florida Commercial has the on-site facility, you would think that they would have an advantage in pricing. All of the bidders were under the assumption that no on-site facility would be provided.

Mr. Harding: Currently, George, aren't we paying for that right now?

Mr. Flint: Under our current contract we are paying for that, but we are not obligated to going forward.

Mr. Harding: Under a new contract, we are no longer paying for that. Right?

Mr. Flint: Correct.

Mr. Harding: How much is that?

Mr. Flint: A significant amount. I don't know the exact amount. It's split between the resort, Reunion East and Reunion West.

Mr. Harding: Why would the resort be paying anything? They don't have anything stored there now, right?

Mr. Flint: Because they have a lease that they are still under.

Mr. Harding: So, with their new contract, they would cancel that too.

Mr. Greenstein: Correct.

Mr. Flint: They have to deal with the landlord on their current lease, whether they buy out the lease or the landlord will allow them to terminate the lease, but they are not paying because their vendor is using the space. They are paying it because they signed a lease that's not going to expire.

Mr. Harding: Okay, but that would stop with the new contract.

Mr. Flint: Yes. The obligation is to deal with the lease and whether we can negotiate.

Mr. Goldstein: Actually, that's not correct. The resort no longer has a lease for that building. That's my understanding.

Mr. Flint: The last time I spoke to the landlord, the resort had a lease.

Mr. Goldstein: I was told this week they were out of that lease.

Mr. Flint: That might be since I spoke to Jim Mattingly.

Mr. Goldstein: Could be.

Mr. Harding: Is there any possibility of going back to Florida Commercial and say, "We are down to two possibilities, you and another company, and if it wasn't for your price we might

consider it, but we are very much concerned about your price being so much more than our other preferred vendor?" Could we renegotiate something a little smaller than what they proposed?

Mr. Flint: I will let Jan answer.

Ms. Carpenter: The whole point of closed bids is the fact that no one can see the other prices. If we did that, we would be going behind the idea of a bid, giving someone an unfair advantage. As a government, we can't do that.

Mr. Goldstein: I understand that. Having a closed bid makes sense. Nothing else should come into play as far as the pricing. Mark and I both agree that the bid process was fair. We came up with the three that were very close. I actually did it three different ways, so I feel like we came up with the right three. I know there's a major price difference; however, in my opinion, I think there's a major quality difference. I am very unhappy with Yellowstone. For the last year, they have really not done what the contract calls for. I know that Alan disagrees, but he doesn't drive through here every day and doesn't deal with it. We have weeds. They show up when they want to show up it appears.

Mr. Dryburgh: The quality of their service dropped more than just a year.

Mr. Goldstein: Here is the big problem. They are not on property and don't have their equipment on property. If we have a hurricane come through, how many weeks is it going to take them to get people in here to clean up? With Anthony at Florida Commercial, the people that are doing the resort for him, are on property every single day. They have full crews here. Their equipment is here. In an emergency situation, they are going to take care of us. That has to be worth something. In my opinion, they have a vested interest in CDD property as much as the resort property. It showcases their resort.

Mr. Dryburgh: That's true, Steve, but you have to remember, \$200,000 is a lot of money.

Mr. Goldstein: I agree.

Mr. Dryburgh: They would have to understand how unhappy the Board has been, with their lack of attention to detail. We have seen the attitude, "It will be okay" or "we'll get to it." If they don't, that would seem to be a violation of the contract and you can terminate it.

Mr. Goldstein: But they are cutting their price. They couldn't even perform under the current price. How are they doing that?

Mr. Greenstein: I would like to address one point. We have to remember that it was discussed at the Reunion West meeting and not at Reunion East, but the point is, the differential in price between our current agreement, current contract with Yellowstone and the new one is

infinitesimal. It's basically in sync. It's a little less, but we are talking \$10,000 or \$20,000 less. We are not talking about significant drops. So, they didn't come in and try to undercut. There were other bidders who had similar pricing. I just wanted to make sure that was clear.

Ms. Carpenter: Steve, you make good points. I think the issue is with people being onsite. That's really a change in scope from what you bid out. The alternative, as John pointed out, is to go ahead and start with them. They are the low bidder. The contracts have a 30-day termination, so if you find in two or three months that they are not getting better, you can always terminate the contract.

Mr. Goldstein: I get two or three calls a week from people unhappy with CDD property.

Ms. Carpenter: The other option is to turn down all of the bids and change the scope.

Mr. Goldstein: Honestly, that would be my suggestion at this point. They are going to do something they haven't done previously, and I honestly don't think it's a good bid.

Mr. Dryburgh: You mean an honest bid.

Mr. Goldstein: I don't think there's any way they can do it at that price, plus they lost their building on top of it.

Ms. Carpenter: If they were the sole low bidder, I think there would be an issue to say, "Hey it doesn't look like anyone can do it for that price," but think there were three others with similar prices, so it's hard to make that decision just looking at the prices. It's certainly up to the Board if you want to change the scope to assure people onsite and to make a difference in what it is you are looking for than just the landscape bid the way it was. That's really a business issue for all of you to decide.

Mr. Harding: We are going to continue with Florida Commercial relative to our home property and also the resort property. To reemphasize, we are only talking about the CDD property itself. I have to say one thing about Florida Commercial. Mike Ferber who is the director of their operations, has been personally involved with doing some things at my house. Is there any anticipation that I would be voting on the proposal? They have been very reactive in fixing up some things that needed to be fixed at my house. Their performance and quality are superior to Yellowstone, but then again, like Jan said, if we are unsatisfied with them, we can cancel their contract in 30 days.

Mr. Goldstein: Can we take public comment on this? Is there anyone that would like to comment?

Ms. Carpenter: It was on the agenda. I don't think anyone spoke at the beginning.

Mr. Flint: We took public comment at the beginning of the meeting. The Chair always has the prerogative of opening public comment.

Mr. Dryburgh: My recommendation based on the cost alone, is what Mark just said.

Ms. Hobbs: I don't know about the rest of the Board, but I actually heard from people on the new contract for the homeowners. I made several complaints myself on some stuff they have done. It all has to do with your own personal experience. My experience with them hasn't been great.

Mr. Goldstein: Trudy, my experience has not been great either. I'm looking at a house that hasn't had any wood chips. They are about six months late and are just delaying it. I'm not doing back flips with these guys.

Mr. Greenstein: Let's put things into perspective. I'm fully comfortable with the facts we discussed at the Reunion West meeting, that we have a 30 day kick out clause. Don, I'm glad that you brought up the issue about the maintenance facility because quite honestly, that was something I wanted to talk to George and Tricia about, to get clarity. That would've definitely been factored in, if we were stuck with that regardless. I knew that the RFP said there was no onsite building facility. We are not supplying any housing. You have to do it on your own. That's what left it as a level playing field. They had to factor that into their pricing, but the bottom line is we need to put this new contract in place so we can officially get out of that maintenance facility lease. We should just continue the status quo for some period of time. We can look at the performance of both contractors of the residential side and on the CDD side and we can do this again some time down the road. We cannot make up a \$240,000 difference.

Mr. Harding: I agree, completely.

Mr. Greenstein: The budget that we will talk about in a little while, proposed no changes. That's what our constituents are looking for; no change in the budget. We would have to increase assessments to make up for the \$240,000 shortfall, and I'm not going to be recommending that.

Mr. Goldstein: That's fine. We can get out of this in 30 days if we need to, if they don't improve.

Mr. Greenstein: I don't know if I put a 30-day window on performance.

Mr. Goldstein: They had six months, Mark. We are into June already. Since January they haven't done what they should have done.

Mr. Greenstein: Again, the CDD area is not the residential area.

Mr. Goldstein: I'm talking about the CDD area.

Mr. Greenstein: I know. The CDD area represents two or three feet of what I call the patch of heaven between the curb and the sidewalk.

Mr. Goldstein: Right.

Mr. Greenstein: And the roundabout areas that have beautiful flowers in them. They are always well maintained. Then we have what I call, "Behind the scenes water retention related areas." They are of concern, but I don't rate them as critical. I think the residential area is far more critical than the CDD area.

Mr. Goldstein: I agree.

Mr. Greenstein: Nonetheless, I see the potential efficiencies in having only one contractor. We didn't have the opportunity to take that route at this time, but that doesn't mean we won't consider taking that route at a later date. Right now, I can't specify when that would be, but I'm just saying this action now, puts us in a better financial position. It's kind of like a contract extension, even if it is a new contract, since we are maintaining the same contractor, but there is a difference. This is a new contract.

Mr. Goldstein: I'm looking at it as a month-to-month contract since we have a 30 day out.

Mr. Greenstein: Exactly.

Mr. Goldstein: That's fine if we went with that.

Mr. Greenstein: There is the reasonableness of conduct in the business world.

Mr. Goldstein: This might be a wakeup call if we select Yellowstone. The alternative was too expensive. The message to them might be, "Get a sharper pencil. If we come back for the next contract, understand you can't look for plucking all of the fruit from the tree. Just go a little bit lighter." Maybe they will come in with a second contract and the next time we do this, it's a much more efficient and aggressive contract.

Mr. Greenstein: The very issue of being able to or not being able to renegotiate or request rebids or anything like that, came up at the Reunion West meeting. It was discussed that we are on the ranking panel. We knew going in that we had this hurdle to face.

Mr. Goldstein: Okay.

Mr. Greenstein: This is the recommended way of dealing with it at this time.

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with Ms. Hobbs, Mr. Harding, Mr. Dryburgh and Mr. Greenstein in favor and Mr. Goldstein dissenting, approving the recommendation of the Landscape Review Committee to select Yellowstone as the CDD landscape firm was approved.

Mr. Flint: We will work on a contract and bring that back to the Board in July for approval.

FIFTH ORDER OF BUSINESS

Consideration of Management Services Agreement for Seven Eagles

Mr. Flint: This item has been on several agendas, dealing with the Management Services Agreement (MSA) with Seven Eagles. With everything that has been occurring, we haven't had an adequate opportunity to get with the resort. What you have in your agenda is consistent with the existing MSA. I understand the resort may want to suggest some modifications to how the agreement is structured. I have all of the information. In light of that, I would like to continue this item. Tricia is working on scheduling a meeting with the Chair, Anthony and possibly Richard next week.

Mr. Greenstein: Sounds good.

Mr. Dryburgh: Is the level of insurance that they are required to carry, reasonable and normal in today's world or has the target for lawsuits gone up and do we need additional coverage with whatever contract we have?

Mr. Flint: They are requiring us to carry insurance.

Mr. Dryburgh: I understand.

Mr. Flint: The limits are standard.

Mr. Dryburgh: Okay.

Mr. Flint: I don't know if Jan has any other thoughts.

Mr. Dryburgh: Jan, have the lawsuits gone to the \$5 million range, if someone drowns in the pool?

Ms. Flint: Yes, they are higher, but we are still seeing \$1 million to \$2 million in most government contracts.

Mr. Dryburgh: Okay, let's assume the worst case, that three people drowned at one time and you have a \$5 million claim. Is that when our umbrella would kick in to cover the overage?

Ms. Carpenter: Yes.

Mr. Flint: We have sovereign immunity as a government entity, excluding filing a Special Claims Bill with the legislature and trying to get damages that way. We are capped on our exposure for liability.

Mr. Dryburgh: Alright.

Mr. Flint: Although we carry a \$1 million policy, I think our cap is \$250,000 under sovereign immunity. Someone could file a Special Claims Bill in the legislature and potentially, get awarded an amount higher than that, but that's very rare.

Mr. Dryburgh: That answers my question. Thank you.

Mr. Goldstein: It doesn't cost that much to increase the coverage from \$1 million to \$5 million.

Ms. Carpenter: Yes, if it's not covered under the policy and under sovereign immunity, depending on the actions they are claiming.

Mr. Flint: A lot of times what happens when you increase your policy for a government when we have sovereign immunity from \$1 million to \$5 million, sometimes you are putting a target on your back.

Ms. Carpenter: It's very true. It tends to be very standard among similar governments. They adjust for that reason so the folks looking for lawsuits don't have someone to look at.

Mr. Flint: So, we will bring that back. I'm sorry for carrying it over, but we've been dealing with a lot of issues with the resort. Staff has not had a chance to talk about that specific issue.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2020-07 Setting a Public Hearing for the Proposed Revisions to the Parking and Towing Rules

Mr. Flint: If you recall, we had a rule hearing to implement the initial towing and parking rules for a portion of the roadways within Reunion East. This resolution has attached to it, a proposed revision to those rules, which would include the balance of the roadways within Reunion East. The Reunion West CDD approved a similar resolution to start the process, at least setting a hearing for them to consider parking and towing rules. Attached to this resolution is Exhibit A, the proposed revised rule. It includes a map of the areas that currently aren't included in the rule. Did we miss Heritage Crossing?

Mr. Goldstein: I didn't see Heritage Crossing and there are a couple of other streets that we missed as well like Sparkling Court, Oconee Street and Astina Street.

Mr. Flint: Heritage Cross unfortunately got attached to a map that was included in the Reunion East CDD package.

Ms. Adams: Unfortunately, there was that mistake. I apologize for that, but in the actual rules that are being considered, you would see the attachments with the correct maps. On what is

being shared you, Alan designated which side of the street would have prohibited parking. In effect, the other side of the street would allow for parking. So, this is the area that now has parking policies currently adopted, but we would now include Soiree Way, Devereaux Street, Velleux Street, Radiant Street and then we have another map.

Mr. Dryburgh: Before you leave that Tricia, what about Sparkling Court, Oconee Street and Astina Street?

Mr. Goldstein: Oconee Street is already done.

Ms. Adams: Yes. They are on the current map. For the sake of clarity, it may be best to have one map that overlays all of the proposed areas, rather than in separate sections. So, we will make sure those maps are as clear as possible.

Mr. Greenstein: That is a good point. When we talked with Reunion West, we told them that we were doing the best job we could to determine the exact locations of where we are going to prohibit parking, but that does not limit us to make corrections and consider other input. We made changes within Patriots, based on Trudy's input. So, we want to get as close as possible to be able to show maps that show the final placement of the signs.

Mr. Dryburgh: Are you saying that we could add a street if we missed one, just administratively?

Mr. Greenstein: Prior to the hearing or at the hearing you can make that correction.

Ms. Adams: Yes, up until hearing. With the original set of maps that were adopted during the rule hearing, it identified the streets, but there was no specificity to which side of the road prohibited parking. These maps are a little more specific because we identified which side of the street would prohibit parking.

Mr. Dryburgh: Could you address Sparkling Court and Astina Street? Are they already covered or are they on the map to be covered?

Mr. Scheerer: They are on the map to be covered.

Mr. Dryburgh: I couldn't read it on my map.

Mr. Greenstein: It copied dark for some reason.

Mr. Dryburgh: I drove those today and Sparkling Court was a mess.

Mr. Scheerer: Heading towards the academy, we did not place any "No Parking" signs because of the medians in those locations. Once it gets past Watson, it becomes private property.

Mr. Dryburgh: Right.

Mr. Scheerer: That's why you don't see any areas highlighted towards Radiant Street from Gathering Drive.

Mr. Goldstein: Alan, in front of the water park there's an emergency entrance to the gates that swing open, as you pull in by the Kids Center.

Mr. Scheerer: Near the trash.

Mr. Goldstein: Yes. There are four parking spaces that have "No Parking – Fire Lane" signs.

Mr. Scheerer: Those are the resort's.

Mr. Goldstein: Okay, because we need to get that painted yellow.

Mr. Scheerer: That is resort property.

Mr. Goldstein: I will make sure they are painted. The handicapped parking that's totally ignored 99% of the time by residents and guests, is also the resort's responsibility. Not ours.

Mr. Dryburgh: I'm more worried about fire trucks being able to get in there in a hurry. There are four cars parked there.

Mr. Harding: You need to deal with the resort.

Mr. Dryburgh: I will do that.

Mr. Harding: So, we just need to update these maps, prior to the meeting.

Mr. Greenstein: Along the way, I think you may have already heard this, but for the expansion of the water park, the whole idea is to shift the entrance closer to the parking. The area that is currently an entrance that has parking spaces parallel to it, whether they are handicapped or not, will probably be re-evaluated. Whether or not that remains as some kind of handicapped entrance or special services entrance, I don't know.

Mr. Dryburgh: I doubt it.

Mr. Greenstein: That entire entrance is going to be at the expanded and closest to the Spectrum entrance where the parking for the water park is.

Mr. Goldstein: Right by the wave pool when they come in, is the new entrance. I doubt that they are going to want to staff two areas. It will be easy to handicap park over there anyway.

Mr. Harding: So, we just need to update the maps and decide when to have the public meeting.

Ms. Adams: Yes.

Mr. Harding: The public meeting probably won't take place until after the pandemic.

Mr. Dryburgh: Should we try to target the public meeting for the same time as the other ones?

Mr. Greenstein: Yes, the same time as the budget. Hopefully this becomes a formality meeting and not one where we are going to have a fracas over doing it or not doing it.

Mr. Flint: The public hearing is on August 13th. If the Board is amenable to that, a motion to adopt the resolution and setting a public hearing for August would be in order.

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor Resolution 2020-07 Setting a Public Hearing for the Proposed Revisions to the Parking and Towing Rules on August 13, 2020 at 1:00 p.m. at this location was adopted.

Mr. Harding: Before we get off this subject, at the last meeting, somebody brought up the fact of possibly adding some more words to the, "No Parking this Side of the Street," signs. I don't know if that's possible as far as doing that, but Alan mentioned that he might be able to take care of that.

Mr. Scheerer: It's very possible. You can put anything you want on them.

Mr. Harding: Can you do that with the sign already being there?

Mr. Scheerer: No. We would have to change the entire sign.

Mr. Dryburgh: That's expensive.

Mr. Scheerer: If the Board chose to modify that, I don't know George or Jan, if it makes any difference, but I think if we just put a "No Parking this Side of the Street" sign with arrows, we can price it that way, but it wouldn't match what we currently have.

Mr. Harding: For the future ones, maybe we can do that.

Mr. Scheerer: Yes sir.

Mr. Harding: The other day, I drove through the neighborhood and some pool guy parked right underneath the sign and just left his truck there.

Mr. Dryburgh: That's a daily occurrence.

Mr. Greenstein: Alan, it is the job of an intern or when you have nothing else to do, to order the new signs and swap out every other sign in the old area. Do you know what I'm saying?

Mr. Scheerer: I have the tools, but not the intern.

Mr. Greenstein: In the meantime, we could order the new signs.

Mr. Scheerer: Absolutely.

Mr. Dryburgh: Is the meeting going to be scheduled in the evening like the last time? I was going to suggest you make it earlier.

Mr. Greenstein: I don't know your take on this, George, but I'm thinking it's going to be a Zoom meeting. What do you think, Jan?

Ms. Carpenter: I don't know. July 1st is the current date of expiration of the current Executive Order. The Governor is not big on these meetings. We are still getting a lot of pressure from the First Amendment Foundation to have open meetings without Zoom. It's up in the air.

Mr. Flint: After July 1st, we are not going to be able to hold Zoom meetings, but some Districts have hybrid physical meetings with a physical quorum of the Board Members. We may be able to have Zoom participation by the public. Right now, there is still a limit of 50 people on public gatherings, so you could run into a potential issue in communities where you have more than 50 people. The majority of the Board is going to have to physically be there after July 1, unless something changes, but we may be able to make provisions for public participation.

Ms. Carpenter: A couple of state entities are doing that now. They have their minimum quorum live and request the public attend by Zoom or phone.

Mr. Dryburgh: For those of us that might be able to make a meeting, could we still plan to use Zoom instead of having to call in?

Ms. Carpenter: As long as three live people there, we should be able to.

Mr. Flint: It will be a little different because not everyone has a computer.

Ms. Carpenter: It might be hard to hear.

Mr. Dryburgh: In the past, when we had someone by telephone, it was sometimes hard to hear them.

Mr. Flint: We are going to have to work through those in the next few weeks, because as we start advertising for these public hearings, we have to figure out how we are going to do that. We still don't have all of the answers on that.

Mr. Dryburgh: Whether it will be in person or not, we want to give the public the best opportunity to make their positions known. There are working people who wouldn't be able to necessarily be able to attend at 2:00 p.m., so we need to think about meeting sometime in the evening, so everyone has the opportunity to participate. Is that reasonable?

Mr. Flint: The Board just voted to set the public hearing for August 13th. I was under the impression we were setting it for 1:00 p.m.

Mr. Dryburgh: Okay.

Mr. Flint: If you want to have an evening meeting, you can reconsider the resolution and change the date and time.

Mr. Dryburgh: No, I don't want to go down that path. Unless somebody else feels strongly about this, I brought it up to make sure we know when the meeting would be held.

Mr. Harding: We will see where we are in July.

SEVENTH ORDER OF BUSINESS

Review and Consideration of Revised Proposed Fiscal Year 2021 Budget

Mr. Flint: After the Board approved the Proposed Budget and set the public hearing date, we noticed that the allocation percentages in the Proposed Budget that you reviewed had an incorrect allocation between Reunion East and Reunion West. You have an Interlocal Agreement between Reunion East and Reunion West, dictating how you share your common expenses. That is based on platted lots. In the previous version of this, we had incorrect percentages in the table. We reallocated those shared expenses. So, the specific line item cost has not changed in this version. What changed is we revised the percentages that are utilized to allocate. The current version you have has Reunion East at 58% and Reunion West at 52%. The prior version had Reunion East at a higher percentage. So, this brings into line where we are on platted lots in Reunion East versus Reunion West, understanding that as soon as Reunion Village gets platted these will change again. The Interlocal Agreement changes each year when the budget is adopted. The only change to this document is to the allocated percentage. It's not changing any of the budget line items. It impacts both budgets because Reunion East is covering 8% of the shared expenses versus close to 70% that was in the last version, which was incorrect.

Mr. Greenstein: Right.

Mr. Flint: It's not impacting your per unit assessment, at this point, but we didn't want those incorrect allocation percentages in the record. So, if there is any discussion, we could have that now, understanding that the Proposed Budget doesn't bind the Board. Your final adoption is actually in August, so you are not bound by the Proposed Budget. We would just like it to be more accurate than the prior version. We would like the Board to consider approving the revised Proposed Budget based on what is here versus what you saw last month.

On MOTION by Mr. Greenstein seconded by Mr. Harding with all in favor the revised Proposed Fiscal Year 2020 Budget was approved.

EIGHTH ORDER OF BUSINESS**Discussion of Proposed Amenity Facility Policies**

Mr. Flint: The Board has to set fees through a rate hearing. When you conducted the rate hearing for Heritage Crossing and the stables, you set a ceiling on the fee to rent the facility. If you recall, the MSA with the resort, requires us to demonstrate we have control of those facilities. Part of that control is to set the rates. You set caps on what the rates are, understanding that we were going to come back and potentially revise that downward. So, in communication with the resort, we included what we feel are the rental rates as well as amenity policies that address Heritage Crossing and the stables. It includes the pools, playground, dog park, all of those facilities. In the past, we did not have a policy covering all of those amenities. Tricia, will you present the proposed policy?

Ms. Adams: Yes. This is the second time that the Board has seen this policy in their agenda package. Following last month's meeting, I received comments and input from the Board Members. So, the document you see in your agenda package, has some clarification on which amenities are managed by the resort and which amenities are directly managed by District operations staff. There are the areas that will take some special attention. In general, as you get to the different types of amenities such as pools, bocce courts and dog parks, there are some best practices and standards that are in here for consideration. There are also some unique aspects to Reunion that we want to make sure the Board Members are comfortable with regarding the policies that you want in place. One area that I highlighted in red that I wanted to discuss, has to do with two policies regarding the guest policies. There are two different approaches that Districts take. One is not better than another. One would be to require a guest to acquire access cards. That generally happens through some function of either security staff, or in this case resort staff. The other option, which is the last sentence under 3.1, is an alternative policy that guests must be accompanied and supervised by a resident, non-resident member or renter with a valid access card. This is an item that I need conformation from the Board on which direction you want to go in; if you want a guest to have the ability to acquire their own cards to use the amenities, or if they should only use the amenities with a resident who has an access card. If you want, I would be happy to go through any other sections that need special attention. You can take them all at the same time or we can discuss these as we get to these areas of the document. Does the Board have a preference?

Mr. Dryburgh: The bigger question becomes, "Who is going to enforce the policy." If you are working out or at the health club and somebody walks in that is not accompanied by a resident,

one would assume that they had an access card to get in the door. If somebody walks in and brings three other people and then immediately walks out and they are just working out there, who is going to go up to them and ask them for their card? Do we have security occasionally going through and checking cards?

Ms. Adams: Keep in mind that the Fitness Center would be covered under your MSA with the resort. We are in essence giving them the responsibility to ensure that your policies are implemented at that location.

Mr. Dryburgh: Are you saying that resort staff would be coming through to confirm that the people were there and following the guest policy requirements?

Ms. Adams: Yes. With that being said, there is also a relationship between the resort staff and security. There would be some specific details that would be delegated to the resort staff to enforce the policies that the Board adopts.

Ms. Hobbs: But that's only for the areas looked at by the resort.

Ms. Adams: Exactly.

Ms. Hobbs: Heritage Crossing's pools would not be covering that.

Ms. Adams: Correct.

Mr. Harding: Right. The resort would not be responsible for looking out for the CDD Non-Management Service Agreement facilities.

Ms. Adams: Correct.

Mr. Dryburgh: Who enforces it, Don, when you are talking about the CDD pools? Assuming that the resort does not have that responsibility, who does?

Mr. Flint: Security would do that, just like they are doing it now. All of those facilities have card readers. The issue here is either you require guests to be accompanied by the owner, renter or other authorized person, or we have to have a process where guests are issued guest passes, which would allow access to those facilities. Either way, they must have a card.

Mr. Harding: I think it would be too hard to control anyway, one way or the other. If someone has a card, they can come in.

Mr. Dryburgh: Don, I think the owner's responsibility is to tell the renter, "You need to go up to Reunion Grand and pick up your access card."

Mr. Goldstein: I agree with Don.

Mr. Flint: These are not renters. Renters would be authorized to get an access card. What we are talking about are houseguests or short-term guests. Renters would be authorized.

Mr. Dryburgh: Remember, George, you have renters and maybe you can clarify. There are some renters who are going to fall under the covenants and have access. There are renters from Airbnb that only pay \$30 a night. Are those renters getting access?

Mr. Flint: Yes, because the owner is assigning their rights to that renter. His card would be with the unit and they would have that access card to be able to use the pool. What we are talking about here are guests such as family. Do they need to be accompanied by the person who has the card, or do we have a process where they get a separate card? I think they should be accompanied.

Mr. Harding: It's almost like the access to our overall community. If somebody hands out their card to somebody, they can come through the gates. To try to put those kinds of controls. is not practical. If somebody has a card and we are requiring them to have access, that's fine. I would like to think that I could have my grandchildren at the pool with their parents without me being there. I also think as long as we are saying, "You have to have a card to get into the facility," that's what we follow, even if we have security go in and say, "Okay, show me your card." If they have a card, they got in the right way. I don't know. I think that's the only practical solution.

Mr. Greenstein: I think the positive end to this discussion, is that it's clear for everybody on the Board that anybody who is legally renting, has access via the owner of that property to access CDD facilities.

Mr. Harding: Right.

Mr. Greenstein: So, we have that covered. The renter will have access and he's extending access to their tenant.

Mr. Harding: They will be using this card.

Mr. Greenstein: I do not recommend issuing cards to guests because more and more cards will get out there and then you will have unauthorized people coming in. We haven't had a problem up to this point, significantly. We used to have people come in and try to run a daycare center out of the pool, but generally speaking, we don't have a problem and I don't think we should create one. Extended family can use the pool. You will let them in.

Ms. Adams: Guests must have a valid access card to gain entrance to any amenities.

Mr. Greenstein: The question I had was whether or not the cards are going to be separate and apart like our normal resort vendor card.

Ms. Adams: Typically, for guest cards, the technology is the same, but it typically has a start and end date and the guest is registered by the resident in Districts that adopt these tighter policies.

Mr. Flint: It sounds like we don't want to issue guest cards. We understand that. It sounds like as long as the guest has been given a card by the owner of record, it is okay. We could modify it.

Mr. Harding: Let the owner control the situation and not give guest cards to just anybody.

Mr. Greenstein: I don't want to give the resort more work to do than they need to.

Mr. Flint: This policy can be amended by motion. We don't have to go through a rule hearing to do it. So, if next month or the month after, we decide to tweak it, the Board can do it by motion.

Mr. Harding: I had a couple of other recommendations. Only a couple of minor things like no bicycles, scooters or roller skates, not only in the pool area, but into the gated area itself. Do you know what I mean? Some of the places have a lot of grounds other than just the pool itself. I don't know if you put that in there.

Ms. Adams: Yes, I did incorporate that language where appropriate. I don't recall if it's in the pool deck areas or in the general facility provisions, but I included that language.

Mr. Harding: Okay. You referenced the Special Events Policy in one particular area, but I think we should reference it in Item 16 where we talk about amenity rental procedures. My only other concern is we talk about patrons and I'm just wondering if, "Patrons" is the right terminology.

Ms. Adams: Yes. In this case, "Patrons," is defined in the glossary. It encompasses all residents, non-resident users and guests.

Mr. Harding: Okay.

Ms. Adams: It's an efficient way to reference that classification.

Mr. Harding: We are going to have property owners and residents.

Ms. Adams: We also have a classification of user that we want to be careful of in the policies; the non-resident user classification.

Mr. Harding: Right.

Ms. Adams: If any members of the public wanted to apply. I did see your comment, but in practical terms, using, "Patrons," was efficient throughout the document. Mr. Harding brought up a good point that I want to reiterate. Throughout this policy, we refer to the Special Events

Policy, which was adopted in February 2019. There are at least three references in this document. I will check out Section 16, Don, to make sure it refers adequately to that Special Events Policy.

Mr. Harding: Okay.

Ms. Adams: In the section about a General District Amenity Facility Policy, we clarified if an emergency takes place at a particular location, who should be contacted. Again, we are clarifying the different management contracts and agreements that are in place with the resort. I had not included the bocce court sections. There is a brief mention of the bocce court with some standard language. The playground has general language. The dog park language is identical to language the Board agreed to use at a prior meeting, probably in January. One area to pay special attention to, because this is probably one of the first times that I have been involved with a policy discussion with this Board, is with the stormwater ponds. Do you want to permit fishing? If so, catch and release is what is standard with Districts. Some Districts prohibit fishing or shore access. So, in speaking with practical terms with how any retention ponds are at Reunion, this section needs to make sense with the actual condition of the grounds that you have.

Ms. Hobbs: The retention pond at Patriots Landing has “No Fishing” signs.

Ms. Adams: Based on that precedent, would the Board prefer a No Fishing Policy throughout the District.

Mr. Flint: Alan, do we have two ponds?

Mr. Scheerer: There is a new one at Patriots Landing.

Mr. Flint: We have three now.

Mr. Boyd: I think the one in Patriots Landing is the only pond that has water in it. Your other two are irrigation recharge ponds. So, I recommend a Fishing Policy.

Mr. Dryburgh: I would like that too. I’m concerned that you don’t know who might be coming in saying that they are fishing. It could be a security issue.

Ms. Adams: Absolutely.

Mr. Dryburgh: I like the idea of just prohibiting fishing.

Ms. Adams: That’s an easy change. Thank you for your input on that. That makes it easy for me. I actually had a Reunion resident recently email about fishing around the stormwater pond so this policy will be helpful.

Ms. Hobbs: Does this cover the west side?

Ms. Adams: No, just the east side.

Ms. Hobbs: I was thinking of the bridge on the west side over the river area, but that's fine.

Mr. Dryburgh: I have too.

Ms. Hobbs: That's the west side and has nothing to do with us.

Mr. Dryburgh: The west side representative who happens to be on our Board has an issue.

Mr. Harding: Tricia, one other comment. On Page 5, under "Amenity Management," you might want to add, "As part of the Management Service Agreements with the resort." Because the Reunion resort manages and maintains current amenities owned by Reunion, so that people understand that there are regular agreements with the resorts that manage those facilities. Do you know what I mean?

Ms. Adams: Yes.

Mr. Harding: Thank you.

Ms. Adams: One of the first areas that George referenced regarding the process for amenity rentals, has not changed, but we did collaborate with the resort in terms of the specific rental fees at Heritage Crossing Center.

Mr. Harding: Okay.

Ms. Adams: Is that it?

Mr. Harding: Are posting the proper signage at the Heritage Crossing Community Center and The Terraces pavilion regarding the maximum capacity?

Ms. Adams: Yes. There's a capacity set by local fire services, which is typically posted inside of the building. I just need to take a look around Heritage Crossing Community Center to see what capacities have been established with the local public safety officials.

Mr. Harding: Well, there are the workout facilities that are CDD property.

Ms. Adams: Those were easier because I was able to access those and take pictures of the current signage. I took photographs of any pool signs or any Fitness Center signs so I could incorporate some of the guidelines that have been previously posted.

Mr. Dryburgh: Tricia, what is the current status of the playground as far as whether it is allowed to be open or not or if it was finished? Are we allowed to have it open now or is it closed?

Ms. Adams: If you look at the public recommendations from the CDC for using playgrounds, they are still currently recommending the closure of playgrounds; however, many local governments are opening up playgrounds and posting signage that requires users to social distance and self-sanitize.

Mr. Harding: Alan, do we have a time on the sign for the playground?

Mr. Scheerer: No, it's still being manufactured. As you know, they were closed for the entire COVID-19 process. The playground is complete. We are just waiting on the shade structure. I spoke to the engineer today. He said it is still in the manufacturing process.

Mr. Harding: I guess my question is under our guidelines, can we open it?

Mr. Scheerer: We can't open the playgrounds.

Mr. Harding: We are talking about the amenities and I'm just trying to figure out who is going to oversee the playground. Is security overseeing it too, because it's open and not part of the resort? It belongs to the CDD. What are our feelings about that? We haven't covered that in here.

Mr. Flint: On a regular basis, I would think anyone who wants to use it, can use it. Obviously if there's vandalism or someone acting inappropriately, if you are talking about opening it in light of COVID-19, some communities are still closed while others are open, and we placed signage. So, if the Board is inclined to allow the playground to be opened once the shade structure is put in, we would just put up signage and people would have to use it at their own risk.

Mr. Goldstein: I think that's what we should do. Do you agree, Alan?

Mr. Scheerer: I agree. Yes sir.

Ms. Adams: I think we need a motion to approve the policies in substantive form, if the Board is comfortable. Otherwise, we can bring back amended policies at next month's meeting for approval.

Mr. Flint: Is the Board comfortable approving it in substantial form, delegating the authority to the Chair to make the final signoff or do we want to bring it back again?

Mr. Harding: As long as we incorporate some of the things we just brought up, I recommend approving it, considering those recommendations that Tricia already agreed to.

On MOTION by Mr. Harding seconded by Mr. Goldstein with all in favor approving the proposed Amenity Facility Policies in substantial form and delegating the authority to the Chairman to execute same was approved.

Mr. Greenstein: Good job, Tricia. Thank you.

Mr. Harding: Good job.

Ms. Adams: My pleasure.

Mr. Greenstein: The dialogue was extremely helpful and necessary.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Carpenter: The only item we have is the ongoing issue with the Kingwood irrigation system. If you recall, at the last meeting we said that we received a response and they asked for additional items. We sent a letter asking them to detail all of the issues they raised, legal support and documentation. Yesterday they responded that they were talking to their client about how to respond. Hopefully, we will be able to come to some mutual agreeable solution on this, but as we said at the last meeting, there were issues that raised some flags that we need substantiation for before we come up with a proposal that would be acceptable for the Board to consider. So, we will keep you posted as soon as we hear back. If anybody has questions at any time, feel free to give me a call.

B. Engineer

Mr. Flint: Steve, do you have a report for the Board?

Mr. Boyd: I had a design prepared for have the erosion repair at the I-4 overpass. It's what I think is the best design. Alan received a bid from All Terrain Tractor Service for \$16,886.72. After getting this, I sent Alan a second solution, the best permanent solution, which will be adequate, but could have additional long-term maintenance associated with it to some degree. I think Alan is getting a quote on that. Right? In the meantime, Alan and I discussed a temporary measure to try to keep it from getting any worse and he has taken those steps.

Mr. Harding: A permanent fix of a washout to do what? It includes putting in an inlet at the top to intercept water that comes off of the sidewalk, right when it hits the concrete barrier and goes onto the sidewalk. It will go directly into an inlet that will sit off of the sidewalk and then go down a pipe, underground and out at the tallest slope into a structure to slow the water down. That way you will just have sod, but to try to put the sod back without doing something like that, is just going to come back in the future.

Mr. Harding: For sure.

Mr. Scheerer: I reached out to Gary's Grading and sent them both drawings. As soon as I get the information, I will make sure that the engineer receives it.

Mr. Boyd: The alternate design that I gave to Alan was to basically build a concrete flume down the side of the slope, but it is going to present landscape maintenance problems because

now you are going to have a concrete edge on the slide of that slope to deal with. It's going to be hard for them to form that up and pour it on that slope.

Mr. Greenstein: At the last meeting, I think I emphasized the need for a permanent fix. I said if it was cost prohibitive, we can look at other things, but \$16,000 is not cost prohibitive. We should go with a permanent fix. Alan, I appreciate the efforts to get other bids and look at alternative solutions. The same thing with you, Steve. So, I would like to see alternative bids on the permanent solution. I know it's an unbudgeted item, but I don't know if it's normal operating or whether it's a repairs and maintenance type item, but we should be looking at a permanent fix.

Mr. Flint: In light of that, Mr. Chairman, I suggest the Board consider a motion approving a not-to-exceed amount of \$17,000. Let us get this other bid from Gary's Grading and then move forward with the repair, because the potential cost could keep increasing.

Mr. Greenstein: Right. Exactly. So, what's your ballpark? We received one proposal for \$16,000.

Mr. Flint: I would use that as a not-to-exceed and then if Gary's Grading comes in with a lower amount, then we can decide, but at least we have a number approved. I don't think \$16,000 is unreasonable.

Mr. Greenstein: That's what I was looking for. How realistic it is.

Mr. Flint: I would defer to Steve, but I would've thought it would be higher.

Mr. Boyd: I looked at the unit prices and they are all reasonable. It's a good number that they put together.

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor approving a not-to-exceed amount of \$17,000 for a permanent repair of the erosion at the I-4 overpass was approved.

Mr. Boyd: Alan and I will work together to get that completed. The next item is the second gate to Reunion Village. George, I received your comments. The sketch I sent to you encroaches off of the CDD right-of-way (ROW), so we are working on compressing that to stay within the ROW. I don't know what you want me to talk about, but I think we will have that solution back to you shortly.

Mr. Flint: As soon as you get something back, I will forward it to the Board. I received the preliminary design from Steven yesterday for the proposed gate to Reunion Village. Steve shows it on the north side of the bridge. I wanted to make sure that there is the ability for people

to turn around and to make sure that we own all of the property that is proposed. If not, we are going to need an easement. As soon as I get a revision, I will send it to the Board.

Mr. Harding: One other comment regarding that area. Somebody brought up, maybe Steve, at the last meeting, that barriers kept people from coming in that way right now, are not in place. They are off to the side. Somebody mentioned that people are actually coming through there, but I don't know how.

Mr. Goldstein: I don't know. I saw a car drive through there yesterday and I couldn't believe it.

Mr. Harding: Alan, maybe you can look at the barriers, but the pavers are off to the side. They are not in place. It sounds like you are going to take care of it.

Mr. Scheerer: Encore has all of that work off of Spine Road. I did reach out to them and they said that they are doing extensive construction work in and around that area. That is where all of the construction vehicles are coming through.

Mr. Harding: Why are they coming through our resort?

Mr. Scheerer: They are coming in through the village side that they are working on.

Mr. Harding: Okay, so why do they have to come across the bridge? Where are they going?

Mr. Scheerer: Whatever they are building right next to Whisper Way, I guess, and across from the water park, that big open tract over there, where they have all of dirt mounded up at. There is a surveyor out there.

Mr. Harding: So, you are saying Encore wants to come in from our side to get to that area?

Mr. Flint: No, the other way around. They are coming through that area to get into Reunion. They are using that as a construction access.

Mr. Scheerer: Instead of bringing them through the main gate or the Spine Road gate or the Sinclair gate, they are coming in through the south end of the Spine Road bridge.

Mr. Harding: So, it's Encore that's coming through.

Mr. Scheerer: Yes, mostly their construction vehicles. I am trying to get them to close it off at the end of the day. I'm communicating with Rick about that.

Mr. Harding: Why don't we tell them if they don't put up a temporary gate, we are just going to close it.

Mr. Dryburgh: It's a security issue more than anything. It's our security, not theirs.

Mr. Harding: Alan, it's been wide open for a month. It needs to just have some kind of gate across it. If they don't want to do it, then shut it down. It's our area, right?

Mr. Dryburgh: For their convenience, they are getting access to the Reunion section through there, and if they don't want to do the work every night to shut it off, they can lose the convenience.

Mr. Harding: We could put some barriers there, not the big cement one, but some cones or a sign that says, "Don't go through here."

Mr. Dryburgh: Yes, but Don, it is pretty obvious people driving down there shouldn't be driving there at night and yet they still bust through little cones.

Mr. Harding: Whatever is appropriate. Trying to move those big cement barriers back and forth isn't the right answer either.

Mr. Greenstein: No, no, no.

Mr. Dryburgh: Alan, John Cruz just sent me a text that he thinks a construction gate should be put up there at their expense. That's the only way that security can control that.

Mr. Greenstein: Our construction gates don't require a bulldozer. So, the ball is in Alan's court. Alan is going to Rick or someone else at Encore and get it straightened out.

Mr. Harding: Thank you, Alan.

C. District Manager's Report

i. Action Items List

Mr. Flint: Jan already reported on the irrigation. Item 2 is on hold. For Item 3, the Board set the public hearing in August to expand the no parking zones. Item 4 was the dog park, which is complete. Item 5 we just discussed. Steve has a preliminary design for that closed gate and the developer is including that roadway in his plans. We talked about the washout under the bridge. The Board approved a not-to-exceed. Regarding the reopening, an email went out this morning.

Mr. Harding: George, does security have any idea or does anybody know when they are going to be able to issue the keys or access cards? Is there a date as to when that is going to happen?

Mr. Flint: They let Tricia know this morning that they are ready to start that process. We wanted to wait until you approved the Amenity Policy because we didn't know how you wanted to handle guests.

Mr. Harding: George, we spent a lot of time at the last meeting talking about having Reunion manage the number of people going into those facilities. Now of course, we moved into

a different phase of the Corona virus. Has that changed quite a bit of what Reunion is going to be responsible for as far as monitoring who is going into the swimming pool, how many people are in there and things like that?

Mr. Flint: They don't issue any cards. They control the card access.

Mr. Dryburgh: They were going to have staff there for the duration to ensure that there were no more than 25 people in the pool.

Mr. Flint: We lifted that with Phase 2 of the Governor's plan.

Mr. Dryburgh: That was my point.

Mr. Flint: There is no ongoing requirement to monitor that at this point. We already put signs at each gate with the CDC guidelines. Under the CDC guidelines for outdoor facilities, they should be cleaned once. We have a janitorial contract in place that provide the one time per day cleaning. The monitoring of social distancing has gone away at this point. It's at your own risk.

Mr. Greenstein: Self-service the way it used to be.

Mr. Flint: We discussed access control and the Amenity Policy was approved. I think that covers all of the action items. Is there anything else that the Board wanted to add?

Mr. Harding: I have one major action item. I still think we need to put on our list what we are doing to address the situation with golf carts on our streets. George, you and I and David Burman, along with the resort had meetings regarding this issue. I think the last time we talked about whether we could make this a golf community. I think you were going to take action to see what was involved with that. It is absolutely out of control. One of the things that I talked to the resort about is they are renting out their carts and people are driving those carts on our roads. They were saying how they tell people not to do that. Of course, David Berman gave me a copy of the actual agreement that people sign when they rent the carts and there's nothing on there about not riding on the roads. Then I guess David had a follow up meeting with Mr. Nasser and they have since added that language to their agreement when people rent their carts, that they are not to ride on the public roads and if they do, it's a violation. Everybody is concerned about where they are supposed to ride. There are some areas they can ride without too many problems on the carts and sidewalks and so forth, but it is a real issue. You see kids out there driving golf carts. I saw a 12-year-old kid driving it. They are blocking traffic as you come in. It's a major issue. We either need to make some sort of resolution. Then of course Anthony mentioned about making it a requirement for anybody renting golf carts, throughout the resort, to be registered with the resort.

I don't know if that's possible or not. I'm not sure about a cart not having a license plate driving on our public roads. I would like to see if we can come up with a solution.

Mr. Harding: I don't think there's any legal issue about carts on sidewalks. Sometime ago, when we had cleaning people doing it, they were told to drive on the sidewalks and there didn't seem to be any issues with that, as long as they were careful. I drive on the sidewalks going up to the Club. I only cross streets. I don't drive down streets. There are some areas where the sidewalk is pretty wide that you can easily get a cart down, even over the bridges.

Ms. Hobbs: I don't know if it's legal or not.

Mr. Harding: It's not legal.

Ms. Hobbs: It's not legal to drive a motor vehicle down a public sidewalk.

Mr. Goldstein: I agree with you, Don. We are skirting the law; however, you are still going to have your golf carts on the streets. All that is going to happen is everybody that has a cart, must get it licensed. You are going to have even more golf carts riding on your streets than you do now.

Mr. Harding: If they are licensed that's fine.

Mr. Dryburgh: I don't think you are going to get licensing, Steve. You had probably 40 or 50 of them dropped off here just this last couple of weeks for people to use off of the premises. None are licensable.

Mr. Greenstein: Ladies and gentlemen, I appreciate the dialogue, but we are going to have to bring it to a close. George, please put on the Action Items List, an item concerning golf carts within Reunion.

Mr. Goldstein: We already said that we were going to check into whether we could make it a golf cart community.

Mr. Greenstein: Is it on the list?

Mr. Goldstein: It should have been.

Mr. Flint: I will add it to the Action Items List.

Mr. Greenstein: That's not important.

Mr. Flint: I can give you an update on my communication with Osceola County, if you want to.

Mr. Greenstein: Sure. Go ahead.

Mr. Flint: Either the golf carts have to be street legal or this community needs to be designated as a golf cart friendly community or golf cart community. Most of the time, a designation of a golf cart community is done through the development approval process. When

you want to designate something that has already been approved, it's not an easy answer, from an Osceola standpoint. This particular issue has been passed around from department to department at Osceola County and it's been awhile since the last time they approved a golf cart friendly community, but staff dealt with it. They are no longer there. They want to put a process in place to process these requests, but they said in the interim, if we can get our engineer to provide information to them and a plan that they could consider, they believe that they can do it administratively. It needs to go to the Board of County Commissioners. I have been working the issue for the last month and I think we have a path that we could pursue. Because they don't have a formal process in place, I can't guarantee how long that process will take, but I know a fair number of people there that I can help. The issue is if you are designated a golf cart community, it would allow golf carts to drive without being street legal, but restrict the hours. It's dusk until dawn or dawn until dusk. You can't drive on collector roads. I don't know, Steve, if Reunion Boulevard is considered a collector road or not, but there are some restrictions to it. At least that would address the liability issue. Right now, no one is doing anything about it. If it's designated a golf cart community, you can actually enforce issues like underage kids driving and some of those problems that you have.

Mr. Goldstein: I think we should look into that. At least it would give us some direction.

Mr. Harding: Exactly.

Mr. Flint: If that's the Board's direction, we can do that.

Mr. Greenstein: We definitely need to put a lid on this and just do what we can. That's the reason why we were recommending when you had the meeting with the Master Association at the resort. There are a lot of pieces to this puzzle that need to be laid out on the table, but constantly talking about the legality or illegality of it, is not solving the problem.

Mr. Harding: Let George find out.

Mr. Greenstein: This is one step towards it. I think there will be things through the Master Association covenants that may control this, like the whole business of registering vehicles with security. There are things that each one of us can do, but each entity was concerned. So, I think we are moving in the right direction. I appreciate that work, George. Let's put it on the Action Items List. It has to involve the resort and the Master Association. The technicality is if people abuse the rules. We don't have kids driving the vehicles. We don't want 10 to 12-year-old kids driving the vehicles. So, there has to be accountability and rules that are easily enforceable by security. We are working in the right direction.

Mr. Harding: It was reported to me that they saw Anthony Caro driving a cart on our public roads just the other day.

Ms. Greenstein: It's not practical. The reason why you are getting pushback on this issue and the reason why people are kicking the can down the road on this issue, is because we don't have an alternative practical situation.

Mr. Goldstein: I agree. So, let's quit talking about it.

Mr. Greenstein: Lets focus on how we can make it better.

Mr. Goldstein: I agree.

Mr. Greenstein: They are hopefully getting us designated as a golf cart community and working with the Master Association, is one of the steps to getting this under control.

Mr. Goldstein: Let's move on.

Mr. Harding: Sounds good. I have a couple of other items for Alan. The mail kiosk signs that say, "No Parking," need to be refurbished because you can hardly read them now, such as the one at Astina Street at the mail kiosk. At the unmanned gate coming in the back of Reunion off of Old Lake Wilson Road, there is a walkway and also a gate. The gate is off of its hinges at the bottom, Alan, and needs to be repaired.

Mr. Scheerer: You mean the gate on the walkway itself is off of its hinges?

Mr. Harding: Yes, the pedestrian gate along the walkway on the left side as you are coming in.

Mr. Scheerer: The Master Association installed that, but I would be happy to take a look at it. It's not a big deal.

Mr. Harding: For your information, I know it was discussed at the Reunion West CDD meeting, but it's a Reunion East CDD issue. Along with the street notices as far as this side for pedestrians and this side for visitors, we were talking about putting signs up along there.

Mr. Greenstein: It was discussed at the Reunion West CDD meeting.

Mr. Harding: I didn't hear that. So that's going to be taking place too.

Mr. Greenstein: Yes. Just remember, Alan for contract purposes, is referred to as our contracting officer technical representative (COTR). He is the one that evaluates the quality of work taking place in here. Send him an email.

Mr. Harding: Get my streetlight fixed.

ii. Approval of Check Register

Mr. Flint: You have the May Check Register for the General Fund replacement and payroll totaling \$169,028. Are there any questions on the Check Register? Hearing none,

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor the Check Register for the month of May was approved.

iii. Balance Sheet and Income Statement

Mr. Flint: You have the unaudited financial statements through April 30th. No action is required of the Board, but if you have any questions, we can discuss those.

iv. Status of Direct Bill Assessments

Mr. Flint: I believe everyone is up to date.

Mr. Greenstein: Yes.

TENTH ORDER OF BUSINESS

Other Business

Mr. Flint: Is there any other business that the Board would like to discuss that was not on the agenda? Hearing none,

ELEVENTH ORDER OF BUSINESS

Supervisor's Request

Mr. Harding: I only have one comment, Mark. Reading about some items from these meetings makes everybody aware of some of the issues, so we don't inundate Alan with the same items over and over again. That's why I thought it was appropriate to bring these items up at a meeting.

Mr. Greenstein: You don't have to defend yourself, Don. How about this for a procedure, because we can't speak to each other. I appreciate that. Alan, when someone presents an issue to you, such as a repair item, can't you be the intermediary? Why can't you send it out to advise people that these things are being remedied?

Mr. Scheerer: Yes.

Mr. Harding: I agree Mark because of the Sunshine Law.

Mr. Greenstein: The Sunshine Law causes problems, but you can administratively let us know what's going on.

Mr. Scheerer: I will follow up on the sign and the gates. We did get the signs replaced at the Liberty Bluff gate. They look really good and are reflective.

Mr. Goldstein: They look great.

Mr. Greenstein: I asked Alan to remove the remnants of that sign that got mowed down by the turnover at Sinclair Road and Tradition Boulevard.

Mr. Goldstein: It's on county land.

Mr. Greenstein: Technically yes, but we put it there so we should remove it.

Mr. Scheerer: We notified Road and Bridge and asked them to fix the guard rail.

TWELFTH ORDER OF BUSINESS

Next Meeting Date

This item was not discussed.

THIRTEENTH ORDER OF BUSINESS

Adjournment

There being no further business,

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


Secretary/Assistant Secretary


Chairman/~~Vice Chairman~~