

*Reunion East Community
Development District*

Agenda

December 12, 2019

AGENDA

Reunion East

Community Development District

135 W. Central Blvd., Suite 320, Orlando FL, 32801

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

December 5, 2019

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, December 12, 2019 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 November 14, 2019 Meeting
4. Consideration of Proposals for Repairs at Heritage Crossing & Horse Stables
5. Authorization to Set Rule & Rate Hearing for Room Rentals
6. Discussion of Sidewalks
7. Ratification of Agreement with American Parks Company for Playground Equipment Installation
8. Ratification of Agreement with Heritage Service Solutions, LLC for Dog Park Construction
9. Consideration of Proposal from SunScape Consulting to Provide Landscape Management Services
10. 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
11. Other Business
12. Supervisor's Requests
13. Next Meeting Date
14. 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 November 12, 2019 meeting. The minutes are enclosed for your review.

The fourth order of business is the consideration of proposals for repair work at Heritage Crossing Community Center and the horse stables. The proposals for roof replacement, painting and air wall refurbishments are enclosed for your review.

The fifth order of business is the authorization to set a rule and rate hearing for room rentals at the Heritage Crossing Community Center. The draft rules and rates will be provided under separate cover.

The sixth order of business is the discussion of sidewalks to be added in certain areas of the community. This is an open discussion item and there is no back-up material available.

The seventh order of business is the ratification of the agreement with American Parks Company for installation of playground equipment. A copy of the agreement is enclosed for your review.

The eighth order of business is the ratification of the agreement with Heritage Service Solutions for construction of a dog park. A copy of the agreement is enclosed for your review.

The ninth order of business is the consideration of proposal from SunScape Consulting to provide landscape management services. A copy of the proposal is enclosed for your review.

The tenth 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, November 14, 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 by phone
Don Harding	Vice Chairman
John Dryburgh	Assistant Secretary by phone
Trudy Hobbs	Assistant Secretary
Steve Goldstein	Assistant Secretary

Also present were:

George Flint	District Manager
Andrew d'Adesky	District Counsel
Steve Boyd	District Engineer by phone
Alan Scheerer	Field Manager
John Cruz	CWS Security
Tricia Adams	GMS

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: Are there any members of the public that would like to provide comment to the Reunion East Board? Hearing none, we will move to the next item.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the October 10, 2019 Meeting

Mr. Flint: We have approval of minutes from the October 10th meeting. Did the Board have any comments on those? Hearing none, I would ask for a motion to approve.

On MOTION by Mr. Harding seconded by Mr. Goldstein with all in favor, the Minutes of the October 10, 2019 Meeting, were approved.

FOURTH ORDER OF BUSINESS

Discussion of Keyed Entry at Pools

Mr. Flint: At the last meeting the Board discussed keyed entry to the pools.

Mr. Dryburgh: The unit is battery operated so we don't have to run electricity to it. It seems like a simple decision.

Mr. Harding: So, the total cost is \$7,573?

Mr. Dryburgh: Yes.

Mr. d'Adesky: I would suggest approving a not to exceed.

Mr. Dryburgh: I propose that we move forward with this amount.

Mr. Harding: Which card will you use for entry to the pools?

Mr. Dryburgh: You will be issued a new card, one for the gate and one for the pool. It's my impression that they will be separate.

Mr. Cruz: There are two different readers up there, and you can use the cards that access the pools at the gates as well.

Mr. Flint: That's ideal.

Mr. Goldstein: Yes, no one wants to carry two cards. You'll end up taking the wrong one. One card makes more sense. Do we know what the time span is on getting this completed from the time we give them the okay?

Mr. Dryburgh: I do not know that.

Mr. Goldstein: I'd like to know the time span before we send this out to the residents. We'll get 1,000 phone calls if we don't know the time span.

On MOTION by Mr. Goldstein seconded by Mr. Harding with all in favor, Keyed Entry at Pools with a not to exceed of \$8,000, was approved.

FIFTH ORDER OF BUSINESS

Authorization to Set Rule and Rate Hearing for Room Rentals

Mr. Flint: We were hoping that today we would have information for the Board to set a Rule and Rate hearing. We're still in communication with Kingwood on the proposed rates that

would be charged, so we don't have a proposed rule as we are sitting here. We'll table this item to the December meeting.

SIXTH ORDER OF BUSINESS

Ratification of Management Services Agreement with Kingwood Orlando Reunion Resort, LLC

Mr. Flint: Now that the agreement has been executed by both parties, we are just asking the Board to ratify it. One thing you will note as part of the composite Exhibit 'A', is we hashed out the office that Alan is using in the stables and also the record office where there are plan sets.

Mr. Harding: Mark, could you talk a little bit more about how the compensation was arrived at?

Mr. Greenstein: The premise of the agreement is really cost recovery. We identified from actual data, our operating expenses for maintaining the facilities. We are trying, through the assessment of fees, to break even. If there's a surplus, then we will take another look at it.

Mr. Flint: We looked at the operating costs for the two facilities as they sit here now unused. If you look at the last page, it's about \$65,000 per year. That's for utilities, landscape maintenance, janitorial fees, fire inspections, etc. The negotiations with Kingwood was that over time as they utilize the facilities, their utilization will increase over time. Our obligation is going to decrease over time. The 1st year we are at 75% of what our base costs are. The 2nd year it goes to 50% and the 3rd year it goes to 25%. There are some issues from a legal tax perspective that we have made clear in here. I'll let Andrew make sure we include that in the record, but the initial goal was to phase out our financial obligation as the room rentals increased. Every room rental, a portion comes to the District and a portion stays with Kingwood. The argument for that is anything over \$2,500 as far as repairs, we still have that obligation to pay. Anything beyond maintenance, the District has an obligation to. As there's wear and tear on this facility, we need to be compensated for a portion of that. So, when the carpet or the AC needs to be replaced we would be in a position to fund those.

Mr. d'Adesky: They are managing an asset for us, but it is still our asset. We are still liable for maintaining the capital components of that asset. This is structured in a specific way that meets the tax requirements. We had to run it by our tax counsel as you will see by the bill

from Greenberg Traurig. They signed off on it. Don, these numbers were approved by the Board previously. This is just ratification now that it has been executed by everybody and finalized.

Mr. Harding: I asked the question for the benefit of the public and for the minutes.

Mr. d'Adesky: Yes, I understand.

On MOTION by Mr. Harding, seconded by Ms. Hobbs with all in favor, the Management Services Agreement with Kingwood Orlando Reunion Resort, LLC, were ratified.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. d'Adesky: I don't have an update on the unexchanged bond issue. Regarding the easement issue, we got the survey and updated description out to Kingwood. George sent that out on November 4th and we are still waiting on a reply from that. We might need to contact them to get them to execute that. Hopefully, we receive a response soon.

Mr. Flint: I talked with Richard last week and he did have the agreement and the exhibit. He indicated he would be getting it back to us, but I haven't seen it yet.

B. Engineer

Mr. Flint: Steve, any updates for the Board?

Mr. Boyd: I don't have anything specific to Reunion East. The only thing I have is the Tradition Boulevard widening. We'll track that.

Mr. Flint: Steve, do you have any indication of the County's timeframe to process the permits?

Mr. Boyd: I would have hoped to have had some feedback by now. They're backlogged and running slow. I'm expecting to have it approved for the next meeting. Then we need to start the process of getting someone to bid on it and get started.

Mr. Harding: Steve, do you have any updates with regard to the four way stop?

Mr. Flint: Alan is going to provide an update on that.

Mr. Scheerer: At the last meeting the Board approved the Fausnight Stripe and Line proposal. That information was transmitted shortly after the meeting. Fausnight ordered all the parts and we're hoping to have everything in any day now. We hope to have everything in place in Thanksgiving.

Mr. Flint: I think they are waiting on the decorative poles.

Mr. Scheerer: Yes, the signs and striping are not an issue. While we're talking about this, all the monuments on the West are complete and I think they look great.

C. District Manager's Report

i. Action Items Lists

Mr. Flint: Alan already covered the four way stop. For the parking issue, you've got a Rule Hearing set for December 19th and 7:00 p.m. I think Trudy was designated to work with us on that. Tricia Adams is here and she works with GMS; I asked Tricia if she would work with you to get that information together. Tricia is very good, she was the community director for Lake Ashton for over ten years. She's the community director for Arlington Ridge in Lake County. She's very good with communication. I think she'll be an asset in helping with that.

Mr. Scheerer: Regarding the Patriot's Landing pond, I met onsite with Jarvis Excavating. We went and looked at the pond and it still full of water. The machine that he is going to use would end up getting stuck, so we are going to look at it again next month and see if the water has receded to the point where he can get his vehicle in there without getting stuck. The only option after that would be to go in with a front-end loader and pull everything out. It would make a mess of that pond though. We will continue to monitor the water level.

Mr. Flint: We discussed the dog park playground, once we get the easement agreement signed we will be ready to move forward with that. Alan discussed the crosswalk, that will be done at the same time Fausnight has the line striping and poles. Are there any other items the Board would like to add to the Action Items list?

Mr. Goldstein: Did Steve talk about the parking spaces?

Mr. Flint: That's in permitting along with the widening of the traffic lane.

ii. Approval of Check Register

Mr. Flint: You have the check register for the month of October totaling \$138,675.85. Does the Board have any questions on the check register?

On MOTION by Mr. Goldstein seconded by Ms. Hobbs, with all in favor, the Check Register for October totaling \$138,675.85, was approved.

iii. Balance Sheet and Income Statement

Mr. Flint: You have the unaudited financial statements through September 30th. Are there any questions on those? Hearing none,

iv. Status of Direct Bill Assessments

Mr. Flint: We are up to date on our direct bills.

v. Presentation of Arbitrage Rebate Calculation Report

Mr. Flint: The first report is for the Series 2015A bonds with a negative rebate requirement of \$37,104. The Series 2015-1 bonds have a negative rebate requirement of \$95,785. The Series 2015-2 bonds have a negative rebate requirement of \$101,000. Finally, the Series 2015-3 bonds have a rebate requirement of \$1. Are there any questions on those reports? Hearing none,

On MOTION by Mr. Harding seconded by Mr. Goldstein, with all in favor, the Arbitrage Rebate Calculation Reports, were approved.

vi. Presentation of Revised Number of Registered Voters - 454

Mr. Flint: Each year we are required to announce the number of registered voters within the District. On the May agenda we presented a number of registered voters, but for some reason the Supervisor of Elections issued a revised letter. The letter indicated 454 registered voters. The number isn't necessarily relevant because you've already triggered the 250 that transitions the Board from landowner to general election.

Mr. d'Adesky: We are required to disclose that information.

EIGHTH ORDER OF BUSINESS**Other Business**

Mr. Flint: Is there any other items the Board wanted to discuss that was not on the agenda?

NINTH ORDER OF BUSINESS**Supervisor's Request**

Mr. Flint: Are there any Supervisor's requests?

Mr. Harding: With the resort and the POA pulling out of our Yellowstone contract, I would like to have a look at what impacts long-term that might mean to our CDD contracts.

Mr. d'Adesky: From a contractual standpoint, we have a contract with them so they have to perform. From a holistic view, that might impact Yellowstone's business at large, but we can't concern ourselves with what a private impact is to a public entity. We can't spend public funds studying the impact to a private business. If it's impact our contract or if they stop performing under contract, then that is our business to step in.

Mr. Flint: From a practical perspective, we have a lease with the facility they are housed in. It was intended to be shared, but as Andrew mentioned at the last meeting each one of the entities has a separate agreement. From our perspective, it would continue to obligate the Master Association and the Resort to pay a prorated share of that lease payment even if they are not using it. The Chairman and I did meet with a Kingwood representative last week where they brought up the issue of landscape maintenance. We relayed the discussion the Board had at the prior meeting. I think their desire would be that the CDD would follow suit with what they are doing elsewhere, but that's your decision. You would have to go through a formal sealed bid process, you couldn't just turn around and hire them. They did indicate that they are planning on rolling out some information to the community regarding security, landscaping, etc. Once they do that, they will probably be in a better position to explain what their approach is for the Master and the Resort. They're probably going to want to come to the next meeting and make some sort of presentation.

TENTH ORDER OF BUSINESS**Next Meeting Date**

Mr. Flint: We have a meeting schedule for December 12th, does the Board want to cancel that and only hold the special meeting on the 19th?

Mr. Goldstein: Let's leave it open for now.

Mr. d'Adesky: Yes, keep the regular meeting for usual business.

ELEVENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Harding seconded by Ms. Hobbs, with all in favor the meeting adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV



The Golden Name In Roofing

ROOF REPLACEMENT PROPOSAL

7715 HERITAGE CROSSING WAY, KISSIMMEE, FL



PREPARED FOR:

GOERNMENT MANAGEMENT SERVICES
135 W CENTRAL BLVD
STE 320
ORLANDO, FL 32801

JULY 12, 2018



JURIN ROOFING SERVICES, INC.
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560 Seminary Street, Harrisburg, PA 17073
Southern Office
29716 Highway 27, Dunedee, FL 33838
(800) 710-7525 • www.jurinroofing.com
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SECTION 1: ROOF REPLACEMENT PROPOSAL

The Golden Name In Roofing

www.jurinroofing.com





Jurin Roofing Services, Inc.

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Proposal - Shingles

GMS - Government Management Services
135 W Central Blvd, Suite 320
Orlando, FL 32801

Date: 07/12/2018

Building:
Reunion East CDD
7715 Heritage Crossing Way
Kissimmee, FL 34747

Job: PRJ #6386: 7715 Heritage Crossing Way – Reroof

Work To Be Performed:

Jurin Roofing Services, Inc. hereby proposes to remove and replace the existing shingle roof and overlay the existing modified on the flat roof areas totaling approximately 15,800 square feet located at 7715 Heritage Crossing Way, Kissimmee, FL (Reunion East CDD). The new steep slope roof system will consist of ice and water shield, synthetic deck protection and architectural shingles. The flat roof areas will consist of 0.5" HD Coverboard and white Carlisle SynTec TPO roofing membrane. A detailed proposal is below.

1. Mobilization

- 1.1** Setup site to meet OSHA fall protection requirements. This will include setup of various items including enclosed trash chute, warning lines, and guard rails at load and discharge points. All safety equipment being setup on site is for the sole use of Jurin Roofing Services, Inc. and is not intended for use by others. Jurin Roofing Services, Inc. is not responsible for the safe conduct or safety of other personnel on site.
- 1.2** Load all materials onto roof surface via crane or boom lift. Jurin Roofing Services, Inc. will make maximum efforts to limit the storage of materials and equipment on the ground during the construction project.
- 1.3** Provide temporary toilet facilities for the duration of the project.
- 1.4** Prior to the commencement of the project, Jurin Roofing Services, Inc. requests a pre-construction meeting between the owner's representative and the Jurin Roofing Services, Inc.'s project manager to discuss all project details prior to start.
- 1.5** Any disconnection/reconnection of existing roof top mounted equipment or equipment mounted directly to the underside of the roof deck is the responsibility of the building owner and is not included in this scope of work. Owner agrees to hold harmless and indemnify Jurin Roofing Services, Inc. free of all liabilities as the result of the building owner's or manager's failure to disconnect equipment when requested by Jurin Roofing Services, Inc. Jurin Roofing Services, Inc. must provide 24-hour notice of disconnect/reconnect requirements when possible.



Jurin Roofing Services, Inc.

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2A. Shingle Demolition/Roof Preparation

- 2A.1** Remove single layer of shingles from roof surfaces.
- 2A.2** Remove flashing from around all roof penetrations. Remove shingle flashing from step flashing at roof-to-wall junctures to allow for the installation of new shingles into step flashings.
- 2A.3** Jurin Roofing Services, Inc. will detach lightning arrest system where needed for completion of the project. Jurin Roofing Services, Inc. will not be responsible for re-attaching the lightning arrest system in order for it to meet required certification standards.
- 2A.4** All debris will be loaded into disposal containers and removed from the site. All debris will be disposed of in a legal manner.

2B. Flat Roof Demolition/Roof Preparation

- 2B.1** Prepare roof system for new roof membrane installation by broom cleaning the roof surface.
- 2B.2** Clean all roof top penetrations and perimeter walls free of all loose flashing material. Owner warrants that the existing roof top penetrations are sound. Owner agrees to hold harmless and indemnify Jurin Roofing Services, Inc. from any claims resulting from the cleaning of penetration flashings.
- 2B.3** Jurin Roofing Services, Inc. will detach lightning arrest system where needed for completion of the project. Jurin Roofing Services, Inc. will not be responsible for re-attaching the lightning arrest system in order for it to meet required certification standards.
- 2B.4** All debris will be loaded into disposal containers and removed from the site. All debris will be disposed of in a legal manner.

3. Unitary Cost

- 3.1** After removal of steep slope roof system, Jurin Roofing Services, Inc. will examine the roof decking for deterioration. Repair any wood decking deterioration with like material at a rate of \$3.25 per square foot with a minimum 32 square feet per area.
- 3.2** Jurin Roofing Services, Inc. will make a reasonable effort to examine the existing polyisocyanurate insulation for deterioration. Deteriorated insulation will be replaced at a rate of \$3.75 per square foot with a minimum of 32 square feet per area replaced.
- 3.3** All unforeseen deficiencies uncovered during the installation of the new roofing system will be billed as a change order. The rates for change orders are \$67.50 per hour with a 5% mark-up to be added to all materials.

4. Carpentry

- 4.1** Install single layer of wood blocking along leading edge of roof the upper flat roof area and front portico. Blocking is installed to provide adequate points of attachment for perimeter roof membrane termination. Blocking will be attached 12" on center in two rows staggered along the front and back.

5A. Shingle Roof System Installation

- 5A.1** Install new drip edge and underlayment as per the manufacturers specifications.
- 5A.2** Install new GAF Timberline architectural shingles per the manufacturers specifications. The color of the shingles will be chosen from the standard GAF color chart.
- 5A.3** Provide and install new aluminum metal edge at leading edge of roof deck.



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5A. Shingle Roof System Installation (cont.)

5A.4 Provide and install new aluminum valleys and step flashings.

5A.5 Install GAF TimberTex Caps on all hips and ridges.

5A.6 Flash all rooftop penetrations.

5B. Flat Roof System Installation

5B.1 Install single layer of 0.5-inch HD Coverboard onto roof/deck surface. Insulation will be mechanically attached at a rate inquired by the manufacturer. Fasteners will be black in color.

5B.2 Install Carlisle .080 Sure-Weld white TPO membrane from Carlisle SynTec over insulation board. The TPO membrane will be mechanically attached by Rhinobond.

5B.3 Flash all roof top penetrations according to the manufacturer's requirements. Jurin Roofing Services, Inc. will flash roof projections that are in place prior to the installation of roofing or shown on the plans provide to Jurin Roofing Services, Inc. Penetrations not shown on the plans provided to Jurin Roofing Services, Inc. prior to the execution of this Agreement, or required after installation of roofing, shall be considered an order for extra work, and Jurin Roofing Services, Inc. shall be compensated at is customary time and material rates for additional expense resulting from additional penetrations.

5B.4 In areas where the original system was terminated on the vertical wall surface, run membrane up to the same point as the original roof system.

****WARNING:** TPO membrane is a smooth membrane and can become slippery when wet. There are safety concerns for individuals that may include slip and fall hazards. Jurin Roofing Services, Inc. is not responsible for any damages including bodily injury or death that may result from this inherent feature of this membrane. In order to mitigate this hazard Jurin Roofing Services, Inc. strongly recommends the application of walk pads as a tread surface.

6A. Shingle Roof Sheet Metal

6A.1 There is no sheet metal scheduled to be installed beyond the sheet metal flashings/drip edge installed as part of the roof installation.

6B. Flat Roof Sheet Metal

6B.1 Fabricate and install a continuous cleat onto the leading edge of the perimeter edge of the upper roof and front portico to secure the exterior face of the metal edge detail.

6B.2 Fabricate and install 24-gauge steel metal edge onto the leading edge of the perimeter edge of the upper roof and front portico. The metal edge will be fabricated in a standard color chosen from the Drexel Metal color chart. The exterior leg of the metal edge will be secured to the building utilizing the continuous cleat. The interior leg of the metal edge will be secured with roofing nails spaced 6" on center and flashed in with the new roofing system.



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7. Limited Warranty

- 7.1 Limited Manufacturer Warranty** - Provide a 20-year Gold Seal warranty for the roof system assembly from Carlisle SynTec. The buyer's primary warranty is with the roofing manufacturer. The buyer must comply with all provisions within the Manufacturer's warranty. All remedies available to the buyer are solely through the manufacturer warranty. Jurin Roofing Services, Inc.'s sole liability is to the roofing manufacturer and is governed by the applicator agreement between Jurin Roofing Services, Inc. and the roofing manufacturer.
- 7.2 Limited Manufacturer Warranty** - Provide a 40-year GAF warranty for the roof shingle. The buyer's primary warranty is with the roofing manufacturer. The buyer must comply with all provisions within the Manufacturer's warranty. All remedies available to the buyer are solely through the manufacturer warranty. Jurin Roofing Services, Inc.'s sole liability is to the roofing manufacturer and is governed by the applicator agreement between Jurin Roofing Services, Inc. and the roofing manufacturer.
- 7.3** Jurin Roofing Services, Inc.'s work will be warranted by Jurin in accordance with its standard warranty which is made a part of this proposal/contract and incorporated by reference, for a period of 2 years from the date of substantial completion. A copy of Jurin Roofing Services, Inc.'s standard warranty is attached or, if not, will be furnished upon request. Jurin SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal/contract signifies the parties' agreement that this warranty shall be and is the exclusive remedy against Jurin for all defects in workmanship furnished by Jurin. A manufacturer's warranty shall be furnished if a manufacturer's warranty is called for in this proposal/contract. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this proposal/contract, recourse shall only be against the manufacturer of such material.

8. Contract Provisions and Exclusions

- 8.1 Asbestos, lead based paint, and toxic materials exclusion** - This proposal and contract is based upon the work to be performed by Jurin Roofing Services, Inc. not involving contact with asbestos-containing, lead based, or toxic materials and that such materials will not be encountered or disturbed during the course of performing the re-roofing work. Jurin Roofing Services, Inc. is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing, lead based, or toxic materials. In the event such materials are encountered, Owner will make arrangements with others for the handling and/or removal of such materials and/or Jurin Roofing Services, Inc. shall be entitled to additional time and compensation for additional expenses incurred as a result of the presence of asbestos, asbestos-containing, lead based, or toxic materials at the work site.
- 8.2 Change Orders** - If Jurin Roofing Services, Inc. is requested by general contractor, prime contractor or owner to perform extra or changed work that was not part of Jurin Roofing Services, Inc.'s original scope of work, general contractor, prime contractor or owner will provide reasonable compensation to Jurin Roofing Services, Inc. for said work. General contractor, prime contractor or owner shall not give orders to Jurin Roofing Services, Inc. for the work that is required to be performed at that time and then refuse to make payment on the grounds that a Change Order was not executed at the time the work was performed or the general contractor, prime contractor or owner's representative was not authorized to order the change. General contractor, prime contractor, owner and Jurin Roofing Services, Inc. recognize that in order for construction projects to proceed in a timely and efficient



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8. Contract Provisions and Exclusions (cont.)

manner, changes in the original specifications frequently are made prior to execution of formal Change Order documents. The parties agree to work in good faith with each other so that Jurin Roofing Services, Inc. does not proceed with changed work without authorization and Jurin Roofing Services, Inc. receives fair compensation for authorized change work.

8.3 *Dispute Resolution* - In the event of a dispute between the parties hereto, the parties shall seek to mediate the dispute. If mediation is not successful, arbitration shall be promptly conducted. Both mediation and arbitration shall be held in the county where the Project is located.

8.4 *Electrical Conduit* - Owner represents there is no electrical conduit embedded within the existing roofing to be removed or attached directly to the underside or topside of the roof deck upon which contractor will be installing the new roof. Owner will indemnify Jurin Roofing Services, Inc. from any personal injury, damage, claim or expense because of the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Jurin Roofing Services, Inc. personnel, and shall compensate Jurin Roofing Services, Inc. for additional time and expense resulting from the presence of such materials.

8.5 *Indemnify and Hold Harmless Clause* - Jurin Roofing Services, Inc. agrees to indemnify and hold harmless the Owner from all claims, damages, losses and expenses for personal injury, including death and property damage, to the extent caused by a negligent act or omission by Jurin Roofing Services, Inc. or someone for whose acts Jurin Roofing Services, Inc. is responsible. Jurin Roofing Services, Inc. is not obligated to provide indemnity for damages, losses, claims or expenses to the extent due to the negligence or fault of indemnities or others for whose conduct Jurin Roofing Services, Inc. is not responsible. Similarly, Owner shall indemnify and hold harmless Jurin Roofing Services, Inc. from all claims for bodily injury, including death or other damages, to the extent due to the negligence of Owner or the fault of its agents, representatives or employees. Owner agrees to hold harmless and indemnify Jurin Roofing Services, Inc. from any and all future construction defect claims.

8.6 Jurin Roofing Services, Inc. is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage or ponding on the roof due to structural conditions.

8.7 *Mold growth exclusion* - Jurin Roofing Services, Inc. and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly, including notice to Jurin Roofing Services, Inc., if Owner believes there are roof leaks, to correct the condition. Upon receiving notice Jurin Roofing Services, Inc. will make repairs promptly so that water entry through the roofing installed by Jurin Roofing Services, Inc. is not a source of moisture. Jurin Roofing Services, Inc. is not responsible for indoor air quality. Owner shall hold harmless and indemnify Jurin Roofing Services, Inc. from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.

8.8 Customer acknowledges that tear-off of existing roofing materials and re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Jurin Roofing Services, Inc. shall not be responsible for disturbance, damage, and cleanup or loss of use or loss to interior property that Customer did not remove or protect prior to commencement and during the



Jurin Roofing Services, Inc.

Corporate Office and Remittance:
560 Seminary St, Pensburg, Pa 18073
PA Contr. #PA019043

Florida Branch Office:
29716 US Highway 27, Dundee, FL 33838
Florida Contr. #CCC1325665 FL Business Lic. #23289
Tel. (800) 710-7525 Fax (215) 536-6182 www.jurinroofing.com

8. Contract Provisions and Exclusions (cont.)

course of roofing tear-off and re-roofing operations. Customer shall notify tenants and building occupants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Jurin Roofing Services, Inc. harmless from claims of tenants and occupants who were not so notified and did not provide protection.

- 8.9 *Fumes and Emissions*** - Customer acknowledges that roofing involves the use of solvent based materials. Odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Jurin Roofing Services, Inc. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during application process. Customer shall indemnify and hold harmless Jurin Roofing Services, Inc. from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
- 8.10** This proposal is being submitted based upon standard roofing practices with the intention of providing long-term moisture protection. No consideration has been given to local building code requirements. Change to the specifications may be required in order to comply with local codes. Any changes to this scope of work in order to comply with code requirements will be considered a change order to the project.
- 8.11** Jurin Roofing Services, Inc.'s commencement of the roof installation indicates only that Jurin Roofing Services, Inc. has accepted the surface of the roof deck as suitable to attach the roofing materials. Jurin Roofing Services, Inc. is not responsible for the construction, structural sufficiency, durability, and fastening, moisture content or physical properties of the roof deck or other trades' work or design.
- 8.12** Owner warrants that the structures on which Jurin Roofing Services, Inc. is to work are in sound condition and capable of withstanding normal activities of roofing construction equipment and operations. Owner represents that there is no electrical conduit embedded in the existing roofing or attached directly to the underside or topside of the roof deck upon which Jurin Roofing Services, Inc. will be installing the new roof. Owner will indemnify Jurin Roofing Services, Inc. from any personal injury, damage, claim or expense due to unsafe structural conditions and the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Jurin Roofing Services' personnel, and shall compensate Jurin Roofing Services, Inc. for additional time and expense resulting from the presence of such materials and unsafe structures.
- 8.13** Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Jurin Roofing Services, Inc. is not responsible for design, including calculation or verification of wind load design. To the extent minimum wind loads or pressures are required; Jurin Roofing Services, Inc.'s bid is based solely on manufacture's printed test results. Jurin Roofing Services, Inc. is not responsible for the construction or structural sufficiency of the roof deck or other building components not constructed by Jurin Roofing Services, Inc.
- 8.14 *Building Permit Exclusion*** - The cost of the building permit, if required, is not included in the proposed price as noted. Jurin Roofing Services, Inc. will pull the permit on behalf of the owner if required. The cost of the building permit plus a handling fee of 10% will be added to the cost of the project if a building permit is required. This will be handled as a change order. In addition, if additional services



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8. Contract Provisions and Exclusions (cont.)

are required by the municipality including but not limited to engineering or architectural design services these additional costs will be burdened by the building owner at cost plus 10%.

- 8.15** Jurin Roofing Services, Inc. is not responsible for leakage through the existing roof or other portions of the building that have not yet been re-roofed by Jurin Roofing Services, Inc. Jurin Roofing Services, Inc. is not responsible for damages or leaks due to existing conditions or existing sources of leakage simply because Jurin Roofing Services, Inc. started work on the building.
- 8.16** The failure of Customer to make property payment to Jurin Roofing Services, Inc. when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Jurin Roofing Services, Inc. at its discretion to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Jurin Roofing Services, Inc. shall perform the work shall be extended for a period equal to the period which the Work was suspended, and the contract sum to be paid Jurin Roofing Services, Inc. shall be increased by the amount of Jurin Roofing Services, Inc. reasonable costs of shut-down, delay and start-up.
- 8.17** Customer shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by Jurin Roofing Services, Inc., covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted.
- 8.18** Existing drain assemblies will be re-used. Any new drain components needed as result of removal and re-installation (i.e. broken bolts, etc.) will be billed separately.

Notes: This proposal may be withdrawn if not accepted within 30 days of submission.

Statement of Quality - All material is guaranteed to be the same as specified. All work is done in accordance with accepted roofing practices as determined by the NRCA. All extra work will be done through change orders and will be an extra cost above and beyond the stated price. All agreements are contingent upon delays beyond our control. Owner to carry all necessary fire, tornado, and other insurance. Our workers are fully covered by workman's compensation insurance.

Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to the Contractor by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably store for the project. All sums not paid when due shall earn interest at the rate of 1 1/2 percent per month. Contractor shall be entitled to recover from Customer all costs of collection, including attorney's fees, resulting from Customer's failure to make proper payment when due.




Jurin Roofing Services, Inc.

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PRICE FOR THE ABOVE SCOPE OF WORK: \$162,064.00



Mr. Drew McNerney
Estimator
Jurin Roofing Services, Inc.

I, _____ accept the above proposal on _____ 20____

Authorized Signature



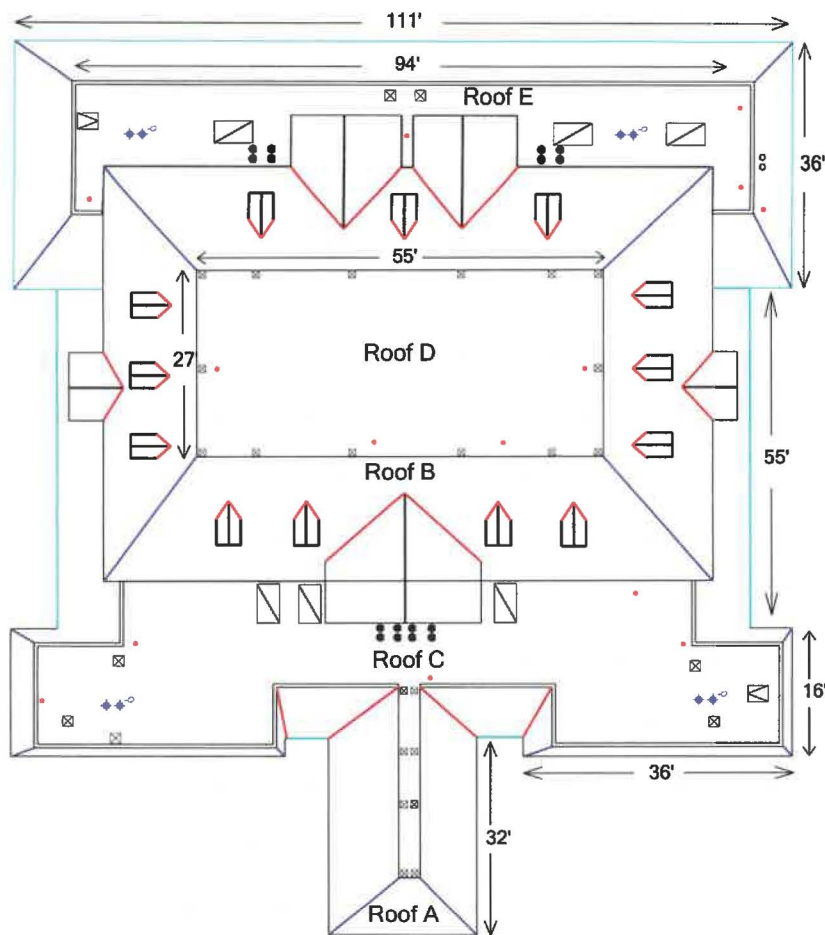
SECTION 2: ROOF DRAWING

The Golden Name In Roofing

www.jurinroofing.com



The FSA is a not-for-profit organization that provides a variety of services to its members and the public.



Legend

Control Joint Expansion Joint

Roof Top Units

- | | |
|------------------|------------------|
| HVAC on Curb | Skylight |
| Roof Hatch | Unit on Curb |
| HVAC on Sleepers | Unit on Sleepers |

Projections

- | | |
|-----------|--------------------|
| Pipe | Hot Stack |
| Pitch Pan | Metal Sleeve Stack |

Drainage

- | | |
|------------------|---------|
| Drain (Existing) | Scupper |
| Drain (New) | |

Miscellaneous

- | | |
|---------------|-------------------|
| Gas Line | Crickets |
| Walkway | Roof Level Change |
| Paver Walkway | Core Test |

Problem Indicators

- | | |
|------------------|-----------------|
| Blister | Ridging |
| Ponding | Bare Spot |
| Flashing Problem | Photo Indicator |

* Note: -U Indicates an unused item

Jurin Roofing Services Inc.
 560 Seminary Street, Pennsburg, PA 18073
 Tel: (800) 710-7525 Fax: (215) 536-2661

Project
6386 - Reunion East CDD

Customer
Reunion East CDD

DWG. By DM	Total Sq. Ft. 15,800 sq ft
----------------------	--------------------------------------

Date 06/18/18	Scale N.T.S.
-------------------------	------------------------

This drawing is the property of Jurin Roofing Services Inc.
 It may not be reproduced without consent.

QUOTE

Date: 6/14/2019
Quote #1124
Expiration Date: 2/28/2020

Heritage Service
Solutions, LLC
8813 Bay Ridge Blvd.
Orlando, FL 32819
(407) 257-7145
heritage@cfl.rr.com

To Reunion East CDD
1408 Hamlin Avenue
Unit E
St. Cloud, FL 34771

Salesperson	Job	Payment Terms	Due Date
DZ	7715 Heritage Crossing Way, Reunion (Club House)	35%, 35% & 30%	Upon Receipt

Qty	Description	Unit Price	Line Total
Club House	Pressure wash exterior only of main structure, dumpster enclosure and carport ceilings. (Structures only, does not include patio decks or walkways) Repair stucco damage that will be identified by markings at time of contract. Includes walls, columns and trim around windows and doors. Also includes caulking of cracks and trim as needed. Painting of listed structures (exterior only). Includes all exterior walls, doors, trim and dormers on roof. Painting will consist of two coats of paint; first coat will be the primer coat of flat SherLastic Elastomeric. Second coat will be Sherwin Williams Emerald exterior paint eggshell finish. Trim will be SW Emerald exterior semi-gloss. Doors will be painted with oil base DTM. (3 color selection limit) Does not include painting of any metal fixtures or fencing. However can be quoted separately. Price relates to normal working hours between 8am-5pm Monday - Friday. Time frame will need to be formalized prior to commencement of work. Price changes may apply. Client will ensure contractor has access to all areas necessary to complete work. Additionally all overgrown foliage will be removed in advance of work commencement by client.		

Subtotal	\$21,681.30
Sales Tax	NA
Total	\$21,681.30

Contractor has promised no scope of work not listed in the above section of work, and any work required that is not listed in the above section shall be addressed with a change order which shall be signed before the change order work is completed. A \$15 late fee is added to all invoices not paid within 10 days of invoice and accrues at 1.5% every 30 days past due.

I understand and agree to the above terms: _____

Heritage Service
Solutions LLC

Thank you for your business!

QUOTE

Date: 6/14/2019
Quote #1122
Expiration Date: 2/28/2020

Heritage Service
Solutions, LLC
8813 Bay Ridge Blvd.
Orlando, FL 32819
(407) 257-7145
heritage@cfl.rr.com

To Reunion East CDD
1408 Hamlin Avenue
Unit E
St Cloud, FL 34771

Salesperson	Job	Payment Terms	Due Date
DZ	Horse Stables Building, Reunion	35%, 35% & 30%	Upon Receipt

Qty	Description	Unit Price	Line Total
Exterior	<p>Pressure wash Exterior & Interior of main structure and dumpster enclosure. (Structures only, does not include patio decks or walkways or interior cedar wood on walls or ceilings)</p> <p>Includes walls, columns and trim around windows and doors. Also includes caulking of cracks and trim as needed.</p> <p>Painting of listed structures (exterior only). Includes all exterior & Interior drywall or stucco, doors, trim. Painting will consist of two coats of paint; first coat will be the primer coat of flat SherLastic Elastomeric. Second coat will be Sherwin Williams Emerald exterior paint eggshell finish. Trim will be SW Emerald exterior semi-gloss. Doors will be painted with oil base DTM. (3 color selection limit)</p> <p>Does not include painting of any metal fixtures, fencing or Cedar wood area. Cedar will not be painted.</p> <p>Price relates to normal working hours between 8am-5pm Monday – Friday. Time frame will need to be formalized prior to commencement of work. Price changes may apply.</p> <p>Client will ensure contractor has access to all areas necessary to complete work. Additionally all overgrown foliage will be removed in advance of work commencement by client.</p>		

Subtotal	\$52,675.00
Sales Tax	NA
Total	\$52,675.00

Contractor has promised no scope of work not listed in the above section of work, and any work required that is not listed in the above section shall be addressed with a change order which shall be signed before the change order work is completed. A \$15 late fee is added to all invoices not paid within 10 days of invoice and accrues every 30 days past due.

I understand and agree to the above terms: _____

Heritage Service
Solutions LLC

Thank you for your business!

the 1990s, the number of people in the world who are undernourished has increased from 250 million to 800 million (FAO 1996).

There is a growing awareness of the need to improve the nutritional status of the world's population. The United Nations World Food Programme (WFP) has been instrumental in the development of the *World Food Summit Declaration* (1996) and the *World Declaration on Nutrition* (1992). The *World Food Summit Declaration* states that 'the world must ensure that all people have access to sufficient food and that the nutritional status of the world's population is improved'. The *World Declaration on Nutrition* states that 'the world must ensure that all people have access to sufficient food and that the nutritional status of the world's population is improved'.

The *World Food Summit Declaration* and the *World Declaration on Nutrition* are the first international agreements to address the issue of nutrition. They provide a framework for action and a basis for the development of national policies and programmes. The *World Food Summit Declaration* and the *World Declaration on Nutrition* are the first international agreements to address the issue of nutrition.

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Recover Quotation

Quote Number: 03676

Quote Date: 2/28/2018

Quote Valid Until: 3/30/2018

Payment Terms: Net 30

Freight Terms:

Shipping Method:

1301 Central Park Drive
Sanford, FL 32771
Phone: 407-302-2286 Fax: 407-302-2890
Website: www.hufcor.com

Hufcor Rep: Jerry Silva
Office Phone: 407-302-2286
Email: jsilva@hufcor.com
Cell: 407-509-6131

Bill To:

Reunion Heritage Crossing
Alan Scheerer
7715 Heritage Crossing Way
Kissimmee, FL 34747

Ship To:

Reunion Heritage Crossing
Alan Scheerer
7715 Heritage Crossing Way
Kissimmee, FL 34747

Qty	Item #	Description	Unit Net	Extended Net
1.0		Recover 46 panels and the outside of 4 pocket doors	\$37,950.00	\$37,950.00

Special Instructions/Notes:

Base Bid Includes:

- ❖ Two partitions with 14 panels 19'-0" tall.
- ❖ Two partitions with 9 panels 19'-0" tall.
- ❖ 4 set of pocket door, outside faces only
- ❖ Recover all Panels
- ❖ Standard Hufcor Adhesive Material
- ❖ Provide the new fabric, owner choice from Hufcor's premium fabric selectors
- ❖ Electric Scissor Lifts as Required
- ❖ Panels to be hanging on existing track while being re-covered
- ❖ Minor dents that need repair

Base Bid Excludes:

- ❖ Any Major Built up Rust Removal
- ❖ Any Defective Parts Requiring Replacement
- ❖ Tax, Fees or Permits
- ❖ Hard removal of existing material, scraping and priming of panels

The above pricing assumes that all recover work would be performed concurrently in the same period. Additional expenses may be required if multiple visits or delay time between projects are planned.

This quote does not include state/local sales or use tax. Where applicable, actual taxes will be calculated and processed at time of order.

Subtotal

\$37,950.00

Shipping Estimate

Tax Estimate

\$0.00

Quote Total

\$37,950.00

Insert Facility Picture

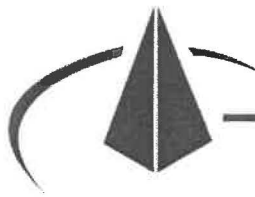
My signature verifies I approve this quote and understand it will be processed as an order by Hufcor:

Signature: _____

Date: _____

Please return signed quote to jsilva@hufcor.com for order processing

All orders are subject to Hufcor, Inc. Standard Terms and Conditions. Please contact your sales representative for a copy if needed.



COMPLETE PARTITIONS & EQUIPMENT LLC

a Total Space Management Company

P.O. Box 951802 ~ Lake Mary FL 32795

844-424-7925

Office Locations: Lake Mary FL ~ Ft Lauderdale FL ~ Atlanta GA

info@completepartitions.com

**TO: REUNION RESORT
KISSIMMEE, FL**

DATE: 10/03/19

ATTN: ALAN SCHEERER

We at *Complete Partitions & Equipment* are pleased to propose the following materials and/or labor described at the prices shown below in accordance with the terms hereon:

AIRWALL PREVENTATIVE MAINTENANCE & PARTS REPLACEMENTS:

This work will include only the following:

- Clean and grease track system
- Plumb all walls to level position
- Inspect track system and rollers for damage and/or unusual wear
- Adjust bottom and top seal mechanical mechanisms
- Adjust final closure for proper sealing
- Adjust batwing pass through doors for proper opening and closing
- Furnish & install 10 pieces of damaged/missing horizontal bottom trim
- Replace all 8 Escution Cups
- Replace damaged/torn Rubber Bulb Seals
- Furnish one airwall key

TOTAL PRICE \$1,750.00

Notes: The above scope of work comes with a one year parts and workmanship warranty. Training will be given to the set up personal/operators on proper set up and take down of the partitions after the renovation is complete.

Thank You,

Dallas Roberts

dallas@completepartitions.com

(407) 717-2539 Cell

Page 1 of 1

We accept all major credit cards





COMPLETE PARTITIONS & EQUIPMENT LLC

a Total Space Management Company

P.O. Box 951802 ~ Lake Mary FL 32795

844-424-7925

Office Locations: Lake Mary FL ~ FT. Lauderdale FL ~ Atlanta GA

info@completepartitions.com

**TO: REUNION RESORT
KISSIMMEE, FL**

DATE: 10/03/19

ATTN: ALAN SCHEERER

We at Complete Partitions & Equipment are pleased to propose the following materials and/or labor described at the prices shown below in accordance with the terms hereon:

AIRWALL RECOVERING:

This work will include only the following

- Remove all vertical trim and hardware for a total of (46) panels & (8) pocket doors
- Strip existing two layers of vinyl off all the panel faces
- Scrap excess glue off faces and prep
- Furnish and apply vinyl to all faces
- Wrap material around all edges and spray the verticals
- Reapply all trim and hardware

TOTAL PRICE..... \$21,960.00

ADD for priming all steel faces \$5,400.00

Notes: The above does not include any parts that may need replacing. The above work will be warrantied for a period of one year. The above base price does not include any priming should we discover the steel faces have rust issues.

Thank You,

Dallas Roberts

dallas@completepartitions.com

407-717-2539 cell

Page 1 of 1

We accept all major credit cards



SECTION V

*This item will be provided under
separate cover*

SECTION VII

PLAYGROUND EQUIPMENT AND SERVICES AGREEMENT

(Reunion East CDD)

THIS AGREEMENT ("Agreement") is made and enter into effective as of November 26, 2019, between the **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the "District"), a Florida community development district and local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **AMERICAN PARKS COMPANY** hereinafter referred to as "Contractor"), whose principal and mailing address is 230 East Hunt Street, Suite 200, McKinney, Texas 75063.

WITNESSTH:

Subject to and upon terms and conditions of this Agreement an in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. DEFINITIONS.

(a) Agreement. The Agreement consists of this Playground Equipment and Services Agreement and the attached scope of work and quoted estimate. 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.

(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, the changed services set forth therein.

2. SCOPE OF WORK.

(a) A description of the nature and scope of Services to be performed by Contractor under this Agreement shall be as follows: the Services as generally indicated in the Contractor's estimate, attached as Exhibit 1 hereto (the "Scope of Work").

(b) The following Exhibit is applicable to the Services:

i. Exhibit 1, Scope of Work & Cost

3. COMMENCEMENT OF SERVICES. Contractor shall commence its Services upon receipt of a Notice to Proceed and shall perform the same in accordance with any schedules set forth in these Agreement documents.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be Governmental Management Services - Central Florida, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801, Attention: George Flint; provided, however, that the District 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 District'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 District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District; provided, however, that the District (and not the District Manager) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. BASIS FOR COMPENSATION AND PAYMENT.

(a) Provided that the Contractor shall strictly perform all of its obligations under the Agreement, the District shall pay to Contractor sixty thousand, five hundred and ninety-six dollars and zero cents (\$60,596.00) for the Services upon completion to the satisfaction of the District.

(b) District and Contractor agree that the District shall have the unilateral ability, with or without cause, to terminate this Agreement by providing thirty (30) days written notice to the Contractor without requiring further amendment, alteration or addendum to this Agreement.

(c) District retains the right to reduce any portion of Contractor's Scope of Work as set forth in Section 2 herein. Should this occur, a revised Scope of Work and amount due under subsection 5(a) will be agreed upon in writing by both District and Contractor.

(d) Notwithstanding anything to the contrary, the District shall not be liable for late fees or penalties for the Services.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) it has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) 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 District 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, 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 District'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 District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises.

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

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

(a) At all times, Contractor is expected to 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 District'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 District 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 District of any such orders or requirements upon receipt of same.

(c) The District 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.

(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 District). 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 District 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 understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Management Company, which is currently Governmental Management Services-CF, LLC (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:

(b) Keep and maintain public records required by District to perform services.

(c) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;

(d) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(e) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 407-841-5521, OR BY E-MAIL AT GFLINT@GMSCFL.COM OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FL 32801, ATTN: DISTRICT PUBLIC RECORDS CUSTODIAN.

11. INSURANCE.

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

(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 District 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 \$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 District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. 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 District 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 District'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. Any late fees or penalties, including those listed on the Scope of Work and Estimate are hereby deleted in their entirety.

13. INDEMNIFICATION. Contractor agrees to indemnify, save harmless and defend the District, 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 District, 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, in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District 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 District. 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, as 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 District 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 District 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 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 District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District 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 District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall submit any program or routine of ongoing monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District 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, District's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the Services completed by 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 District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District 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 District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such as manner as District 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 District 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 District and any Subcontractor. However, it is acknowledged that the District 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 District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. TERM. District 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 upon the completion of the Services.

19. NOTICES.

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

If to District: REUNION EAST COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: George Flint, District Manager

If to Contractor: AMERICAN PARKS COMPANY APC BRANDS, INC.
230 E. Hunt Street
McKinney, Texas, 75069

(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.

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 a 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

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

CONTRACTOR:

AMERICAN PARKS COMPANY

Name: 

Print: Erich Schnitz

Title: Product Specialist

Date: 11/25/19

DISTRICT:

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT,
a Florida community development district

Name: 

Print: George S. Flinn

Title: District Manager

Date: 11/26/19

EXHIBIT 1
SCOPE OF WORK

ACCOUNT REPRESENTATIVE

Erich Schnitz

EMAIL:

erich@americanparkscompany.com (888) 934-6441

TOLL FREE:

(800) 381-4491

FAX:

QUOTE NAME:
Playscape Natural Colors 2

QUOTE NUMBER:
091911054

CREATED DATE:
09/30/2019 11:48 AM

EXPIRATION DATE:
October 30,2019

PREPARED FOR

Billing and Shipping:

Is This Correct?

ORGANIZATION:
Reunion East CDD

PRIMARY CONTACT:
Alan Scheerer

CONTACT:
Reunion East CDD

SHIP TO:
Reunion East CDD

PHONE:

EMAIL:
ascheerer@gmscfl.com

BILLING ADDRESS:
135 W Central Blvd Suite 320
Orlando, FL 32801
United States

SHIP TO ADDRESS:
7715 Heritage Crossing Way
Kissimmee, FL 34747
United States

COMMENTS AND SPECIAL INSTRUCTIONS

Shipping in 5-6 weeks. Price quoted for material cost and installation. Price Excludes: sitework, underground line location, permits, lift gates & impact fees. Customer is responsible for any taxes that may apply. Site must be clear, level and accessible at time of installation. If rock, concrete or any obstacle is found during installation, additional charges may apply. Specific insurance and/or vendor registration requirements may result in additional fees. If order is cancelled a 25% restocking fee may be assessed.

Product	Description	Product Code	Quantity	List Price	Sales Price	Total Price
Playscape	Age Range: 5-12, Child Capacity: 34-45, Fall Height: 6'0", Use Zone: 40'9" x 30'5" -Natural Colors	689-107022	1.00	\$ 49,998.00	\$ 24,999.00	\$ 24,999.00
Engineered Wood Fiber	54 Cubic Yards of IPEMA Certified Engineered Wood Fiber. Includes filter fabric.	WOODFIBER3	1.00	\$ 0.00	\$ 2,000.00	\$ 2,000.00
12" Playground Border with Spike	12" Playground Border with Spike	APS-Border12	36.00	\$ 30.00	\$ 30.00	\$ 1,080.00
ADA Half Ramp System for use with 8" or 12" borders	ADA Half Ramp System for use with 8" or 12" borders	APS-ADAHalfRamp	1.00	\$ 463.00	\$ 463.00	\$ 463.00
Custom Shade Structure	- Rectangular Hip Shade 36' x 30' x 14' Entry Height 13' Above Surfacing Material. (4) Columns On Base Plates At 8" Sch 40 Rafters at 5" 11ga With Glide Elbows	CUSTSHADE	1.00	\$ 0.00	\$ 10,881.00	\$ 10,881.00
Engineered Drawings	Sealed Engineered Drawings	ENGDRAWINGS	1.00	\$ 0.00	\$ 855.00	\$ 855.00
Safety Sign for ages 5-12 (natural colors)	American Parks Company Safety Sign for ages 5 to 12 in Natural colors	68621	1.00	\$ 499.00	\$ 249.00	\$ 249.00

AMERICAN PARKS ★ COMPANY

ACCOUNT REPRESENTATIVE

Erich Schnitz

TOLL FREE:

(800) 381-4491

EMAIL:

erich@americanparkscompany.com


FAX:

(888) 934-6441

Product	Description	Product Code	Quantity	List Price	Sales Price	Total Price
Miscellaneous	Line item to hold current installation pricing. We will not charge the client, order anything or build anything until easement is approved and client gives the the go-ahead.	MISC	1.00	\$ 0.00	\$ 0.00	\$ 0.00
Professional Installation	Includes installation of play structure, IPEMA Certified Engineered Wood Fiber, Borders, ADA half ramp, and shade structure. Pricing based on easy access to site, water, electricity and dumpster. Does not include site prep, removal or permitting.	INSTALL	1.00	\$ 0.00	\$ 19,300.00	\$ 19,300.00

SUBTOTAL \$ 59,827.00
SHIPPING AND HANDLING \$ 769.00
TAX \$ 0.00

GRAND TOTAL \$60,596.00

 *I Approve. Let's Get Started*

If you have questions about this quote call
1-800-381-4491 or visit us online **AmericanParksCompany.com**

I APPROVE THIS PROJECT, Please Process My Order

Approval and acceptance of this proposal may be executed by signing below and faxing or emailing back to the contact information listed above. Unless prior arrangements are approved, payment for equipment is due in full upon ordering. By signing below you agree to the terms and conditions found here: <https://www.americanparkscompany.com/terms-conditions>

Authorized
Purchaser:

Date:

☐

I have read, understand, and agree to the Installation Terms
And Conditions included within this proposal.

ACCOUNT REPRESENTATIVE

Erich Schnitz

TOLL FREE:

(800) 381-4491

EMAIL:

erich@americanparkscompany.com

FAX:

(888) 934-6441

INSTALLATION TERMS AND CONDITIONS**1. Site Access**

- a. American Playground Construction (APC) as well as its subcontractors, vendors, laborers, and materialmen must have free access to the job site during the hours of 7:00am - 7:00pm Monday - Friday.
- b. Gates must be at least 8' wide to allow equipment access.
- c. Most equipment and mulch deliveries are made with a 53' truck. Site must have access to allow delivery of equipment and mulch within 200' of installation site and must be accessible by trucks, trailers, skid-steer loaders, man-lifts, forklifts, etc.
- d. APC provides no warranty against damage to overhead utilities, overhangs, etc. lower than 12'.
- e. Water and 120v electricity must be available within 100' of the construction site.

2. Landscaping & Hardscapes

- a. APC will employ the use of heavy equipment that is needed to off-load, erect & boom equipment on and around the site.
- b. APC will attempt limit the aesthetic impact of construction activities on existing finishes; however, APC is not responsible for damage to sod or other landscaping or hardscaping due to installation equipment use.
- c. The customer acknowledges that APC will use on-site soils to rake ruts or tracks and then apply seasonally appropriate seed and wheat straw over disturbed areas. At the sole discretion of APC, hydroseeding may be employed in lieu of seed and wheat straw. The customer is responsible to maintain the seeded areas in order to establish a sufficient stand of grass. This work is being performed to stabilize soils and is not intended to establish finish quality landscaping.
- d. All work associated with re-routing, repairing or removing irrigation lines is specifically excluded from this contract.

3. Job Site

- a. Unless specifically indicated on the proposal, APC is not responsible for site preparation including uninstalling existing equipment, grading, clearing, or removing underground obstacles.
- b. Unless specifically indicated on the Scope, all work is assumed to be performed on loose fill dirt.
- c. Unless specifically included in the Scope, APC excludes removal of rock.
 - i. Rock shall be defined as material encountered in excavation that cannot be dislodged by a Bobcat Model No. S175 skid steer loader, equipped with a minimum 44-inch wide general purpose bucket rated at not less than 49 HP power with a 3,300-psi hydraulic system.
 - ii. Rock excavation includes up to 6 inches over-excavation below the required excavation depth.
 - iii. Rock shall be quantified by measuring the volume of removed rock and soil by the cubic yard (for the purposes of this calculation, any partial truck load will be counted as full).
- d. In the event that soil, or rock conditions are such as to prevent normal installation time and procedures, the customer will be responsible for additional equipment, labor expense and delay cost required to complete the installation.

4. Underground Utilities

- a. APC will comply with all state and local underground utility marking requirements.
- b. The utility locate service will only locate public utilities on the public side of utility meters.
- c. It is the customer's responsibility to locate and clearly mark all privately owned underground utilities in the area of the installation. These include power, water, gas, sewer or septic, gutter, storm sewer, telephone, irrigation, cable t.v. and any and all private and public lines on the customer's side of the meter or not within a public utility easement.
- d. Please note that in addition to the public utility locate initiated by APC, many municipalities also require the property owner/operator to order a utility locate as well. To insure compliance with local regulations, the customer must call 811 in the timeframe as prescribed for the customer's local area. Please consult www.call811.com for more details.
- e. APC, as well as its subcontractors, vendors, laborers and materialmen will not be responsible for damages, injuries, repairs, or discontinuance of business due to damage to unmarked utilities. In the event APC, its subcontractors, vendors, laborers or materialmen damage unmarked utilities, the customer shall be liable.
- f. In the event of damage to utilities, the customer shall be responsible to notify APC in writing to stop the project.
- g. The customer shall be responsible for any cost incurred due to work stoppage and/or project delays.

5. Permitting and Site Security

- a. Unless specifically indicated on the proposal, all required permits are the responsibility of the customer.
- b. APC's price excludes any permitting fees or engineered drawings.
- c. The customer is responsible for site security during installation and during any necessary curing period.
- d. APC's installation crew may, at their own discretion, mark the playground construction area with caution tape.
- e. APC is not responsible for additional charges that result from vandalism or theft.
- f. Padlocks and gates must be unlocked to allow work to proceed. APC will not take possession of padlocks or keys, nor will it assume responsibility for lost or stolen securing devices.

6. Site Plan

- a. Equipment will be installed per the installation plan agreed upon by the customer before installation starts. Color changes must be submitted via signed change order.
- b. Wherever applicable, colors of equipment and safety surfacing will be detailed on the installation plan.
- c. The installation plan shall be the governing document for all color selections.

7. Clean Up

- a. Unless specifically indicated on the proposal, it is the customer's responsibility to haul away all trash created from the install.
- b. APC will collapse cardboard boxes and stack shipping pallets in a customer designated area within 200' of the installation.
- c. Foam, plastic, metal and fiberglass banding and other loose material will be stacked with pallets. If sufficiently large trash cans dumpsters are provided, APC will place the trash in those vessels.
- d. If trash cans/dumpsters are not provided one can be ordered at an additional charge.

8. Surfacing

- a. All playground equipment must be installed over safety surfacing and within the proper use zones per CPSC guidelines.
- b. APC will install the equipment to allow for the depth and type of surfacing specified on the installation plan.

9. Inspection

- a. The customer will be notified 24 hours prior to the anticipated completion of the project.
- b. The customer is required meet with a representative of APC to personally inspect and review the installation. APC's representative will provide the customer with an "Inspection Summary and Warranty Initiation" form.
- c. Any unresolved issues with the installation should be noted by the customer on the form at that time; APC, its subcontractors, vendors, laborers and material men shall not be responsible for damages to installed equipment that are not noted on the form. Failure to have a representative present at the final inspection forfeits the customer's right to require remediation of cosmetic issues with newly installed equipment.

10. Prevailing Wage. Unless specifically indicated on the proposal, APC has not stipulated to adherence with prevailing wage requirements including, but not limited to, union rates, Davis/Bacon wages, etc.

- a. It is the customer's responsibility to notify APC at the inception of the quoting stage of the project if Prevailing Wage rates apply.
- b. In the event the project is under the prevailing wage requirements the customer shall provide the rates and applicable paperwork necessary for the project.
- c. If APC is not notified before the project is quoted, regardless if prior to the commencement of work or any time after a contract is signed, the customer will incur the additional labor rates plus a 40% labor burden and weekly document processing fee of \$250.

SECTION VIII

DOG PARK AGREEMENT
(Reunion East CDD)

THIS AGREEMENT ("Agreement") is made and enter into effective as of November 26, 2019, between the **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the "District"), a Florida community development district and local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **HERITAGE SERVICE SOLUTIONS, LLC** (hereinafter referred to as the "Contractor"), a Florida limited liability company, whose principal and mailing address is 8813 Bay Ridge Blvd., Orlando, Florida 32819.

WITNESSTH:

Subject to and upon terms and conditions of this Agreement an in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. **DEFINITIONS.**

(a) **Agreement.** This Agreement consists of this Dog Park Agreement and attached scope of work and quoted estimate. 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.

(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, the changed services set forth therein (the "Services").

2. **SCOPE OF WORK.**

(a) A description of the nature and scope of Services to be performed by Contractor under this Agreement shall be as follows: the Services as generally indicated in the Contractor's estimate, attached as Exhibit 1 hereto (the "Scope of Work").

(b) The following Exhibit is applicable to the Services:

i. Exhibit 1, Scope of Work & Cost

3. **COMMENCEMENT OF SERVICES.** Contractor shall commence its Services upon receipt of a Notice to Proceed and shall perform the same in accordance with any schedules set forth in these Agreement documents.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be Governmental Management Services-CF, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801, Attention: George Flint; provided, however, that the District 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 District'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 District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District; provided, however, that the District (and not the District Manager) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. BASIS FOR COMPENSATION AND PAYMENT.

(a) Provided that the Contractor shall strictly perform all of its obligations under the Agreement, the District shall pay to Contractor sixteen thousand, five hundred and forty-two dollars and fifty-two cents (\$16,542.52) for the Services, paid upon completion of the Services to the satisfaction of the District.

(b) District and Contractor agree that the District shall have the unilateral ability, with or without cause, to terminate this Agreement by providing thirty (30) days written notice to the Contractor without requiring further amendment, alteration or addendum to this Agreement.

(c) District retains the right to reduce any portion of Contractor's Scope of Work as set forth in Article 2 herein. Should this occur, a revised Scope of Work and amount due under subsection 5(a) will be agreed upon in writing by both District and Contractor.

(d) Notwithstanding anything to the contrary, the District shall not be liable for late fees or penalties for the Services.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) it has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) 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 District 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, 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 District'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 District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises.

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

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

(a) At all times, Contractor is expected to 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 District'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 District 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 District of any such orders or requirements upon receipt of same.

(c) The District 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.

(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 District). 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 District 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 understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Management Company, which is currently Governmental Management Services-CF, LLC (the “Public Records Custodian”). Contractor shall, to the extent applicable by law:

(b) Keep and maintain public records required by District to perform services.

(c) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;

(d) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(e) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 407-841-5521, OR BY E-MAIL AT GFLINT@GMSOFL.COM OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FL 32801, ATTN: DISTRICT PUBLIC RECORDS CUSTODIAN.

11. INSURANCE.

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

(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 District 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 \$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 District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. 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 District 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 District'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. Any late fees or penalties, including those listed on the Scope of Work and Estimate are hereby deleted in their entirety.

13. INDEMNIFICATION. Contractor agrees to indemnify, save harmless and defend the District, 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 District, 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, in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District 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 District. 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, as 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 District 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 District 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 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 District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District 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 District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall submit any program or routine of ongoing monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District 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, District's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the Services completed by 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 District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District 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 District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such as manner as District 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 District 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 District and any Subcontractor. However, it is acknowledged that the District 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 District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. TERM. District 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 upon the completion of the Services.

19. NOTICES.

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

If to District: REUNION EAST COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: George Flint, District Manager

If to Contractor: HERITAGE SERVICE SOLUTIONS, LLC
8813 Bay Ridge Blvd.
Orlando, Florida 32819

(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.

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 a 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

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

CONTRACTOR:

HERITAGE SERVICE SOLUTIONS, a Florida limited liability company

Name: 

Print: Barry Zeeuw

Title: President

Date: 11-25-19

DISTRICT:

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

Name: 

Print: George S. Flier

Title: District Manager

Date: 11/26/19

EXHIBIT 1

SCOPE OF WORK & COST

Heritage Service Solutions LLC

8813 Bay Ridge Blvd.
Orlando, FL 32819

Estimate

Date	Estimate #
8/1/2019	281

Name / Address
Reunion CDD Alan Scheerer GMS Central Florida 135 W Central Blvd Suite 320 Orlando, FL 32801

			Project
			Dog Park
Description	Qty	Rate	Total
Installation of approximately 294 linear feet of 4'H x 8'W black with double insert as dog panel for full fence panel. To match current fence design and color (Black) in area of park installation. Includes all posts and installation. (Municipal Double Picket)	53	258.84	13,718.52
Installation of (2) 4' gates and (1) 5' gate to match panel design and color. Includes all posts and installation	3	408.00	1,224.00
Excavation of 8' by 8' area, then frame and pour 3000 psi concrete slab inside of park safety area.		1,600.00	1,600.00
Dog park size upon completion will be approximately 65'x70' rectangle (50 Panels) with a 8'x8' safety area for leashing of dogs.			
Thank you for your business.		Total	\$16,542.52

SECTION IX



December 5, 2019

George Flint
District Manager
Reunion East and West CDD
c/o Governmental Management Services
135 West Central Blvd., Suite 320
Orlando, FL 32801

Re: Landscape Management Services for Reunion East and West CDD

Dear George,

Thank you for the opportunity to provide the Board of Directors with a proposal for the continuation of our services for the Reunion East and West CDD. Our goal in the spring of 2016 was to work alongside GMS to help stabilize and enhance the landscape assets of the CDD by increasing the frequency of care and improving both the trimming/pruning techniques and agronomic applications. Also, it was our intention to help specify and plan landscape enhancement projects for Reunion Blvd., Linear Park and all pool areas along with creating a comprehensive arbor care program for all hardwood trees and to clean up, simplify and improve the CR532 median islands and ROW's all of which have been completed and maintained in good health. We very much appreciate the trust that has been placed in us and the opportunity to work with the BOD and GMS over the past 3½ years. We would like to respectfully request that our agreement be renewed at the same amount for an additional two years so that we can continue our work to further enhance and protect the grounds and landscaping owned and cared for by the CDD.

Scope of Services:

SunScape will perform for Client's benefit the following Services, in association with the Landscape Management Services Agreement.

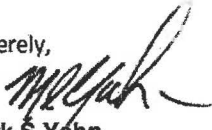
1. Maintain a consistent landscape maintenance program, including a current scope of work and all related contract documents.
2. Management of bid solicitation for the landscape maintenance contract; not to exceed one occurrence every two years.
3. Provide input for the landscape program budget based on the specific needs of the Client.
4. Assist in the selection of annuals and/or perennials for flower beds and containers, as applicable on each property.
5. Oversight of arbor care needs, including the identification of maintenance, control and care of hardwood trees on the property under \$5,000 in value.
6. Oversight of major storm related cleanup of the landscape including hardwood trees under \$5,000 in value.
7. Management and identification of issues and ongoing care needs for conservation boundaries and storm damage repairs.

8. Layout, pricing and supervision of incidental landscape enhancements under \$5,000.00 in value.
9. Management of irrigation system operation and associated requests for adjustment, service repairs under \$5,000.00 in value.
10. Assist in the investigation and resolution of Client's requests, inquiries and complaints regarding the landscape maintenance program, contractors or other issues related to the property.
11. Oversight of contractor's lawn and ornamental program to ensure proper nutritional levels and the timely control of plant and turf damaging insects and disease.
12. Perform monthly landscape inspections with a mid-month review monitoring contractor compliance with the landscape agreement specifications followed by a formal report.
13. Monitoring hardscape elements throughout the property, reporting to Client any discovered problems, and managing any associated Client requests to repair and replace problematic hardscape elements under \$5,000.00 in value.
14. Management of arbor care work, major storm related cleanup, landscape enhancements, large irrigation system repairs or hardscape projects over \$5,000.00 in value can be managed under a separate agreement for a project management fee of 8.5% of total project amount.

We propose to perform these services for the following amounts:

Total: \$3,250.00 per month \$39,000.00 annually

Sincerely,



Mark S Yahn
President

SunScape Consulting

Office: - 407-804-2525

Fax: - 407-804-1155

Cell: - 407-948-5839

Email: - myahn@SunScapeConsulting.com

SECTION X

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		In Process	Signs and Striping Installationg to Begin on December 16, 2019
4	4/11/19	Corolla Court Parking Issue; Evaluation of Addition of Street Parking Towaway Zones	Williams/Cruz/ Scheerer		In Process	Rule Hearing Set for December 19, 2019 at 7 PM
5	4/11/19	Patriot's Landing Small Retention Pond Cleanup	Boyd		In Process	Alan S. Met with Contractor December 5, 2019. Anticipated to Start week of December 9, 2019.
6	4/11/19	Creating Dog Parks/Playground	Goldstein		In Process	Easements/Vendor Contracts Executed. Permitting and Locates in Process.
7	5/9/19	Crosswalk in Front of Resort	Boyd		In Process	Signs and Striping Installationg to Begin on December 16, 2019

Reunion West

Item #	Meeting Assigned	Action Item	Assigned To:	Date Due	Status	Comments
1	1/11/18	Installation of Neighborhood Monuments	Scheerer		Complete	Monuments Completed and County Signed Off.
2	2/21/19	Cost to Install Parking Spaces at Valhalla Mail Kiosk Area	Boyd		In Process	Currently in Permitting

Item #	Meeting Assigned	Action Item	Assigned To:	Date Due	Status	Comments
3	2/21/19	Evaluate Traffic Lanes for Sinclair Road Gate	Boyd/Scheerer		In Process	Currently in Permitting
4	4/11/19	Review of 4-Way Stop at Tradition Blvd. & Golden Bear	Boyd		In Process	Signs and Striping Installationg to Begin on December 16, 2019

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 growr	21-Mar	Yellowstone	Landscaping needs to be replaced in serval areas		On Hold

SECTION 2

Reunion East

Community Development District

Summary of Check Register

November 1, 2019 to November 30, 2019

Fund	Date	Check No.'s		Amount
General Fund	11/4/19	4425-4431	\$	80,590.24
	11/6/19	4432-4434	\$	295.27
	11/13/19	4435-4450	\$	66,068.73
	11/18/19	4451-4453	\$	56,088.99
	11/25/19	4454-4457	\$	5,370.40
			\$	208,413.63
Replacement & Maintenance	11/4/19	80	\$	600.00
	11/18/19	81	\$	2,730.00
	11/25/19	82	\$	14,200.00
			\$	17,530.00
Payroll	<u>November 2019</u>			
	Donald Harding	50509	\$	184.70
	John Dryburgh	50510	\$	184.70
	Mark Greenstein	50511	\$	184.70
	Steven Goldstein	50512	\$	184.70
	Trudy Hobbs	50513	\$	184.70
			\$	923.50
			\$	226,867.13

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/08/19
 *** CHECK DATES 11/01/2019 - 11/30/2019 ***
 REUNION EAST-GENERAL FUND
 BANK A REUNION EAST CDD

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/04/19	00095	9/19/19	S111576 201909 320-53800-57400		*	165.49	
		9/19/19	S111576 201909 300-13100-10100		*	130.02	
			RPLC SWITCH/SHEAR PIN/ARM				
			RPLC SWITCH/SHEAR PIN/ARM	ACCESS CONTROL TECHNOLOGIES, INC.			295.51 004425
11/04/19	00129	10/31/19	4616 201910 320-53800-53200		*	260.40	
			RELOCAT 25MPH SGN TO EXCT				
		10/31/19	4616 201910 300-13100-10100		*	204.60	
			RELOCAT 25MPH SGN TO EXCT				
		10/31/19	4617 201910 320-53800-53000		*	383.60	
			RPLC MISSNG/BRKN PAVERS				
		10/31/19	4617 201910 300-13100-10100		*	301.40	
			RPLC MISSNG/BRKN PAVERS	BERRY CONSTRUCTION INC.			1,150.00 004426
11/04/19	00134	10/31/19	2458 201910 310-51300-31100		*	251.68	
			CDD MTG/X.GUER SHARD MILE				
				BOYD CIVIL ENGINEERING			251.68 004427
11/04/19	00144	10/28/19	11878892 201910 320-53800-57400		*	70.00	
			INSPCT SYSTM RMVING HEAT				
		10/28/19	11878892 201910 300-13100-10100		*	55.00	
			INSPCT SYSTM RMVING HEAT				
				FRANK'S AIR CONDITIONING, INC.			125.00 004428
11/04/19	00161	10/31/19	1610 201910 320-53800-53200		*	2,126.01	
			PRCH/INST.2 SGN/FRAME/BLD				
		10/31/19	1610 201910 300-13100-10100		*	1,670.43	
			PRCH/INST.2 SGN/FRAME/BLD				
				HERITAGE SERVICE SOLUTIONS LLC			3,796.44 004429
11/04/19	00054	11/04/19	2019NOV 201911 320-53800-34500		*	6,533.33	
			SECURITY SERVICES-NOV19				
		11/04/19	2019NOV 201911 300-13100-10100		*	5,133.33	
			SECURITY SERVICES-NOV19				
				REUNION RESORT & CLUB MASTER ASSOC.			11,666.66 004430
11/04/19	00030	10/31/19	REU 6059 201910 320-53800-46500		*	1,154.15	
			RPLC MAIN BRD/TRNSFMR TMR				
		10/31/19	REU 6059 201910 300-13100-10100		*	906.83	
			RPLC MAIN BRD/TRNSFMR TMR				
		11/01/19	REU 6059 201911 320-53800-46200		*	3,456.30	
			AQUATIC SERVICES-NOV19				
		11/01/19	REU 6059 201911 300-13100-10100		*	2,715.67	
			AQUATIC SERVICES-NOV19				

REUE REUNION EAST TVISCARRA

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	...
		11/01/19	REU 6060	201911	320	53800	47300			*	30,346.88		
			MTHLY LNDSCP MAINT-NOV19										
		11/01/19	REU 6060	201911	300	13100	10100			*	23,843.97		
			MTHLY LNDSCP MAINT-NOV19										
		11/01/19	REU 6060	201911	330	53800	47300			*	881.15		
			MTHLY LNDSCP MAINT-NOV19										
								YELLOWSTONE LANDSCAPE				63,304.95	004431
11/06/19	00018	11/04/19	R342527-	201911	310	51300	49200			*	5.87		
			PROPERTY TAX - 2019										
		11/04/19	R342527-	201911	310	51300	49200			*	4.53		
			PROPERTY TAX - 2019										
		11/04/19	R342527-	201911	310	51300	49200			*	25.51		
			PROPERTY TAX - 2019										
		11/04/19	R352527-	201911	310	51300	49200			*	4.02		
			PROPERTY TAX - 2019										
								BRUCE VICKERS, TAX COLLECTOR				39.93	004432
11/06/19	00018	11/04/19	R342527-	201911	310	51300	49200			*	93.87		
			PROPERTY TAX - 2019										
		11/04/19	R342527-	201911	310	51300	49200			*	46.93		
			PROPERTY TAX - 2019										
		11/04/19	R342527-	201911	310	51300	49200			*	1.68		
			PROPERTY TAX - 2019										
		11/04/19	R342527-	201911	310	51300	49200			*	4.77		
			PROPERTY TAX - 2019										
		11/04/19	R342527-	201911	310	51300	49200			*	99.55		
			PROPERTY TAX - 2019										
		11/04/19	R342527-	201911	310	51300	49200			*	2.83		
			PROPERTY TAX - 2019										
		11/04/19	R342527-	201911	310	51300	49200			*	5.71		
			PROPERTY TAX - 2019										
								BRUCE VICKERS, TAX COLLECTOR				255.34	004433
11/06/19	00170	11/06/19	11062019	201911	310	51300	11000			*	184.70		
			REPLC CHK#50487 6/13 MTG										
		11/06/19	11062019	201911	310	51300	11000			V	184.70-		
			REPLC CHK#50487 6/13 MTG										
								STEVEN M GOLDSTEIN				.00	004434
11/13/19	00103	11/12/19	11122019	201911	300	20700	10000			*	18,176.63		

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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 12/08/19

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*** CHECK DATES 11/01/2019 - 11/30/2019 ***

REUNION EAST-GENERAL FUND

BANK A REUNION EAST CDD

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/13/19	00103	11/12/19 11122019	201911 300-20700-10500 FY19 DEBT SERV SER2015-1	REUNION EAST CDD C/O USBANK	*	187.93	187.93 004437
11/13/19	00103	11/12/19 11122019	201911 300-20700-10500 FY20 DEBT SERV SER2015-1	REUNION EAST CDD C/O USBANK	*	294.62	294.62 004438
11/13/19	00103	11/12/19 11122019	201911 300-20700-10600 FY20 DEBT SERV SER2015-2	REUNION EAST CDD C/O USBANK	*	58.91	58.91 004439
11/13/19	00103	11/12/19 11122019	201911 300-20700-10700 FY20 DEBT SERV SER2015-3	REUNION EAST CDD C/O USBANK	*	26.36	26.36 004440
11/13/19	00092	10/28/19 102819	201910 320-53800-41000 HC PHONE LINE 4574 OCT19	REUNION RESORT	*	33.02	1,051.91 004441
		10/28/19 102819	201910 300-13100-10100 HC PHONE LINE 4574 OCT19		*	25.95	
		10/28/19 102819	201910 330-53800-41000 HC PHONE LINE 9758 OCT19		*	58.97	
		10/28/19 102819	201910 330-53800-41000 HC PHONE LINE 9867 OCT19		*	58.97	
		10/31/19 103119	201910 330-53800-43300 BALLROOM CLEANING OCT19		*	875.00	
11/13/19	00074	10/31/19 181044	201910 320-53800-47000 AQUATIC PLANT MGMT OCT19	APPLIED AQUATIC MANAGEMENT, INC.	*	72.24	129.00 004442
		10/31/19 181044	201910 300-13100-10100 AQUATIC PLANT MGMT OCT19		*	56.76	
11/13/19	00095	11/06/19 S112634	201911 320-53800-57400 WELD PICKET/ADJUST LIMITS	ACCESS CONTROL TECHNOLOGIES, INC.	*	93.52	167.00 004443
		11/06/19 S112634	201911 300-13100-10100 WELD PICKET/ADJUST LIMITS		*	73.48	
11/13/19	00157	6/11/19 190817	201906 320-53800-47400 CAR.PT POOL-RMV/CUT STUMP	ENVIRO TREE SERVICE LLC	*	168.00	300.00 004444
		6/11/19 190817	201906 300-13100-10100 CAR.PT POOL-RMV/CUT STUMP		*	132.00	

REUE REUNION EAST TVISCARRA

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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/08/19
 *** CHECK DATES 11/01/2019 - 11/30/2019 *** REUNION EAST-GENERAL FUND
 BANK A REUNION EAST CDD

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
11/13/19	00011	11/06/19	18838 201910 310-51300-31400		*	600.00	
			ARBITRAGE SERIES 2015-1				
		11/06/19	18838 201910 310-51300-31400		*	600.00	
			ARBITRAGE SERIES 2015-2				
		11/06/19	18838 201910 310-51300-31400		*	600.00	
			ARBITRAGE SERIES 2015-3				
		11/06/19	18838 201910 310-51300-31400		*	600.00	
			ARBITRAGE SERIES 2015A				
GRAU & ASSOCIATES						2,400.00	004445
11/13/19	00161	10/25/19	1598 201910 320-53800-48100		*	425.05	
			LOOSE WIRE/RPLC BLWN FUSE				
		10/25/19	1598 201910 300-13100-10100		*	333.97	
			LOOSE WIRE/RPLC BLWN FUSE				
		11/08/19	1624 201911 320-53800-53200		*	179.20	
			TITAN COURT STOP SIGN RPR				
		11/08/19	1624 201911 300-13100-10100		*	140.80	
			TITAN COURT STOP SIGN RPR				
		11/08/19	1625 201911 320-53800-53200		*	179.20	
			MOLANA CRT STOP SIGN RPR				
		11/08/19	1625 201911 300-13100-10100		*	140.80	
			MOLANA CRT STOP SIGN RPR				
HERITAGE SERVICE SOLUTIONS LLC						1,399.02	004446
11/13/19	00092	10/10/19	TOHO-TOH 201909 320-53800-43100		*	358.51	
			TOHO METER#62644093 SEP19				
		10/10/19	TOHO-TOH 201908 320-53800-43100		*	473.07	
			TOHO METER#62644093 AUG19				
		10/28/19	102819A 201910 320-53800-41000		*	33.02	
			HC PHONE LINE 2365 OCT19				
		10/28/19	102819A 201910 300-13100-10100		*	25.95	
			HC PHONE LINE 2365 OCT19				
		10/28/19	102819A 201910 320-53800-41000		*	33.02	
			HS PHONE LINE 9325 OCT19				
		10/28/19	102819A 201910 300-13100-10100		*	25.95	
			HS PHONE LINE 9325 OCT19				
		10/28/19	102819A 201910 320-53800-41000		*	33.02	
			HS PHONE LINE 9385 OCT19				
		10/28/19	102819A 201910 300-13100-10100		*	25.95	
			HS PHONE LINE 9385 OCT19				
		10/31/19	DUKE-DUK 201909 320-53800-43000		*	341.14	
			DUKE ENERGY #12715 05144				
		10/31/19	DUKE-DUK 201909 320-53800-43000		*	938.46	
			DUKE ENERGY #31537 19104				
		10/31/19	RECDDREE 201910 320-53800-46200		*	1,848.00	
			POOL CLEANING SERVS OCT19				

REUE REUNION EAST TVISCARRA

*** CHECK DATES 11/01/2019 - 11/30/2019 ***

REUNION EAST-GENERAL FUND
BANK A REUNION EAST CDD

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		10/31/19	RECDDREE 201910 300-13100-10100 POOL CLEANING SERVS OCT19		*	1,452.00	
				REUNION RESORT			5,588.09 004447
11/13/19	00060	10/28/19	344821 201910 320-53800-46200 TER POOL-AUTOFILL/POOL LT		*	201.54	
		10/28/19	344821 201910 300-13100-10100 TER POOL-AUTOFILL/POOL LT		*	158.36	
		10/28/19	344822 201910 320-53800-46200 HC POOLB-RPLC FLOWMETER		*	152.57	
		10/28/19	344822 201910 300-13100-10100 HC POOLB-RPLC FLOWMETER		*	119.88	
		10/29/19	344831 201910 320-53800-46200 RPLC 2-WAY VALVE/RPR LEAK		*	159.57	
		10/29/19	344831 201910 300-13100-10100 RPLC 2-WAY VALVE/RPR LEAK		*	125.38	
		10/30/19	344866 201910 320-53800-46200 7 EAGLE-PM INSPCT/CLN HTR		*	277.20	
		10/30/19	344866 201910 300-13100-10100 7 EAGLE-PM INSPCT/CLN HTR		*	217.80	
				SPIES POOL LLC			1,412.30 004448
11/13/19	00154	11/07/19	8223 201911 320-53800-48000 LANDSCAPE CONSULTING NOV		*	1,820.00	
		11/07/19	8223 201911 300-13100-10100 LANDSCAPE CONSULTING NOV		*	1,430.00	
				SUNSCAPE CONSULTING			3,250.00 004449
11/13/19	00049	11/01/19	475 201911 310-51300-34000 MANAGEMENT FEES NOV19		*	3,689.58	
		11/01/19	475 201911 310-51300-35100 INFORMATION TECH NOV19		*	183.33	
		11/01/19	475 201911 310-51300-31300 DISSEMINATION FEES NOV19		*	833.33	
		11/01/19	475 201911 310-51300-51000 OFFICE SUPPLIES NOV19		*	15.93	
		11/01/19	475 201911 310-51300-42000 POSTAGE NOV19		*	18.27	
		11/01/19	475 201911 310-51300-42500 COPIES NOV19		*	75.60	
		11/01/19	476 201911 320-53800-12000 FIELD MANAGEMENT NOV19		*	3,320.92	
				GOVERNMENTAL MANAGEMENT SERVICES			8,136.96 004450
11/18/19	00095	11/12/19	S112564 201910 320-53800-57400 MOUNT ARM/NEW SWTCH INST		*	116.05	

REUE REUNION EAST TVISCARRA

*** CHECK DATES 11/01/2019 - 11/30/2019 ***

REUNION EAST-GENERAL FUND

BANK A REUNION EAST CDD

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/12/19		S112564	201910 300-13100-10100		*	91.18	
			MOUNT ARM/NEW SWTCH INST				
11/14/19		S112722	201911 320-53800-57400		*	277.70	
			RPLC ARMS/BATTERIES/TEST				
11/14/19		S112722	201911 300-13100-10100		*	218.20	
			RPLC ARMS/BATTERIES/TEST				
			ACCESS CONTROL TECHNOLOGIES, INC.				703.13 004451
11/18/19	00161	11/15/19 1636	201911 320-53800-46200		*	221.56	
			TER POOL-RPLC 8 LGHT BULB				
11/15/19		1636	201911 300-13100-10100		*	174.08	
			TER POOL-RPLC 8 LGHT BULB				
11/15/19		1638	201911 320-53800-46200		*	238.00	
			TER FNT-RPR FIXTRE/2 BULB				
11/15/19		1638	201911 300-13100-10100		*	187.00	
			TER FNT-RPR FIXTRE/2 BULB				
11/15/19		1639	201911 320-53800-46200		*	402.76	
			HC-5 BULB/2 LGHT/WTR FNT				
11/15/19		1639	201911 300-13100-10100		*	316.46	
			HC-5 BULB/2 LGHT/WTR FNT				
			HERITAGE SERVICE SOLUTIONS LLC				1,539.86 004452
11/18/19	00030	11/01/19 REU 6149	201911 320-53800-47400		*	30,153.76	
			MULCH INSTALL-NOV19				
11/01/19		REU 6149	201911 300-13100-10100		*	23,692.24	
			MULCH INSTALL-NOV19				
			YELLOWSTONE LANDSCAPE				53,846.00 004453
11/25/19	00129	11/19/19 4627	201911 320-53800-47700		*	64.40	
			RPLC 11 RESTROOM/ENT LGHT				
11/19/19		4627	201911 300-13100-10100		*	50.60	
			RPLC 11 RESTROOM/ENT LGHT				
11/20/19		4632	201911 320-53800-46200		*	439.60	
			RPLC-3 HC/1 CP UMBRELLAS				
11/20/19		4632	201911 300-13100-10100		*	345.40	
			RPLC-3 HC/1 CP UMBRELLAS				
			BERRY CONSTRUCTION INC.				900.00 004454
11/25/19	00166	11/13/19 312153ES	201910 320-53800-43200		*	196.25	
			GAS CHARGE 10/07-11/06/19				
11/13/19		312153ES	201910 300-13100-10100		*	154.20	
			GAS CHARGE 10/07-11/06/19				
			FLORIDA NATURAL GAS				350.45 004455
11/25/19	00119	11/21/19 88477	201910 310-51300-31500		*	2,453.45	
			CDD MTG/EASEMNT/ESTOPPEL				

REUE REUNION EAST TVISCARRA

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
		11/21/19 88478	201910 310-51300-31500			*	459.50	
		CASE DEPOSITION/DOC.CONFR						
					LATHAM,LUNA,EDEN & BEAUDINE,LLP			2,912.95 004456
11/25/19	00154	11/20/19 8259	201911 320-53800-48000			*	675.92	
		SCHED.TREE TRIM/REMOVAL						
		11/20/19 8259	201911 300-13100-10100			*	531.08	
		SCHED.TREE TRIM/REMOVAL						
					SUNSCAPE CONSULTING			1,207.00 004457
		TOTAL FOR BANK A					208,413.63	
		TOTAL FOR REGISTER					208,413.63	

REUE REUNION EAST TVISCARRA

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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

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*** CHECK DATES 11/01/2019 - 11/30/2019 ***

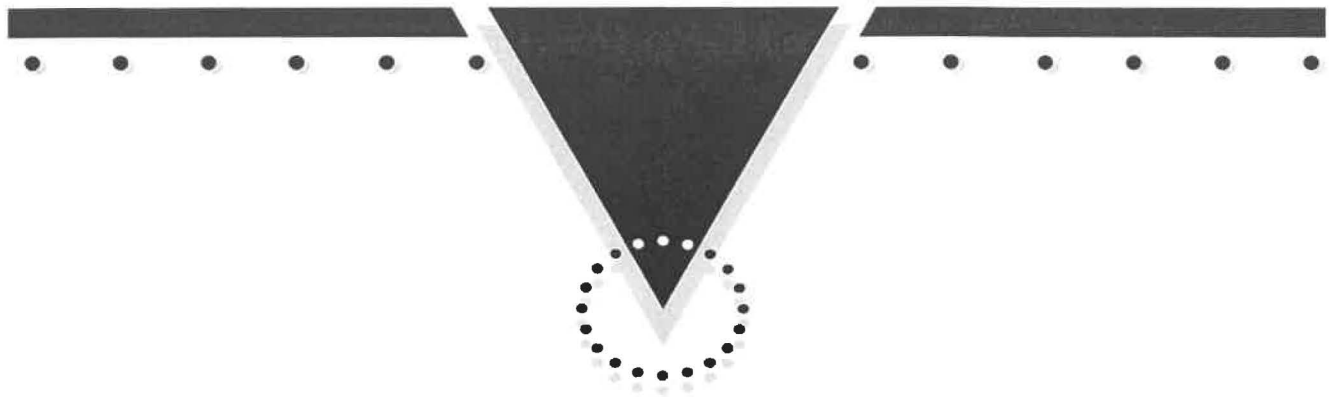
REUNION EAST-R&M

BANK C REUNION EAST R&M

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
11/04/19	00019	10/31/19 52646	201910 320-53800-60000		*	336.00	
		10/31/19 52646	BDY SURVY-DOG PRK/PLYGRD 201910 300-13100-10100		*	264.00	
			BDY SURVY-DOG PRK/PLYGRD	GEO POINT SURVEYING, INC.			600.00 000080
11/18/19	00001	11/10/19 4625	201911 320-53800-53000		*	1,528.80	
		11/10/19 4625	RMV RPLC 4 SEC/GRD 11 SEC 201911 300-13100-10100		*	1,201.20	
			RMV RPLC 4 SEC/GRD 11 SEC	BERRY CONSTRUCTION INC.			2,730.00 000081
11/25/19	00008	11/13/19 364	201911 320-53800-47300		*	7,952.00	
		11/13/19 364	PRNE TREE/RMV BRNCH/ELVAT 201911 300-13100-10100		*	6,248.00	
			PRNE TREE/RMV BRNCH/ELVAT	ENVIRO TREE SERVICE LLC			14,200.00 000082
TOTAL FOR BANK C						17,530.00	
TOTAL FOR REGISTER						17,530.00	

REUE REUNION EAST TVISCARRA

SECTION 3



Reunion East
Community Development District

Unaudited Financial Reporting

October 31, 2019



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2	<u>General Fund Income Statement</u>
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5	<u>Debt Service Series 2005 Income Statement</u>
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Reunion East
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
October 31, 2019

	General	Replacement & Maintenance	Debt Service	Capital Projects	(Memorandum Only) 2020
ASSETS:					
CASH	\$999,672	\$560,147	---	---	\$1,559,819
CUSTODY ACCOUNT	\$462,942	---	---	---	\$462,942
STATE BOARD OF ADMINISTRATION	---	\$2,656,364	---	---	\$2,656,364
DUE FROM GENERAL FUND	---	---	\$23,365	---	\$23,365
DUE FROM REUNION WEST	\$129,029	\$50,669	---	---	\$179,698
INVESTMENTS					
SERIES 2002A-2					
Reserve	---	---	\$3	---	\$3
Revenue	---	---	\$104,664	---	\$104,664
SERIES 2005					
Reserve	---	---	\$4	---	\$4
Revenue	---	---	\$221,454	---	\$221,454
Construction	---	---	---	\$10	\$10
SERIES 2015A					
Reserve	---	---	\$175,000	---	\$175,000
Revenue	---	---	\$888,912	---	\$888,912
Prepayment	---	---	\$23	---	\$23
SERIES 2015-1					
Reserve	---	---	\$345,275	---	\$345,275
Revenue	---	---	\$330,696	---	\$330,696
Prepayment	---	---	\$4,147,929	---	\$4,147,929
SERIES 2015-2					
Reserve	---	---	\$374,013	---	\$374,013
Revenue	---	---	\$282,731	---	\$282,731
Prepayment	---	---	\$1,547,313	---	\$1,547,313
SERIES 2015-3					
Revenue	---	---	\$104,688	---	\$104,688
TOTAL ASSETS	\$1,591,643	\$3,267,179	\$8,546,070	\$10	\$13,404,902
LIABILITIES:					
ACCOUNTS PAYABLE	\$23,832	\$600	---	---	\$24,432
CONTRACTS PAYABLE	\$1,323	---	---	---	\$1,323
DUE TO DEBT 2015A	\$23,177	---	---	---	\$23,177
DUE TO DEBT 2015-1	\$188	---	---	---	\$188
DUE TO REUNION WEST	\$19,500	\$86,643	---	---	\$106,144
ACCRUED INTEREST PAYABLE 2002A-2	---	---	\$2,386,164	---	\$2,386,164
ACCRUED PRINCIPAL PAYABLE 2002A-2	---	---	\$2,545,000	---	\$2,545,000
ACCRUED INTEREST PAYABLE 2005	---	---	\$1,762,040	---	\$1,762,040
ACCRUED PRINCIPAL PAYABLE 2005	---	---	\$2,045,000	---	\$2,045,000
FUND EQUITY:					
FUND BALANCES:					
ASSIGNED	\$242,752	\$3,179,936	---	---	\$3,422,688
UNASSIGNED	\$1,280,872	---	---	---	\$1,280,872
RESTRICTED FOR DEBT SERVICE 2002A-2	---	---	(\$4,826,498)	---	(\$4,826,498)
RESTRICTED FOR DEBT SERVICE 2005	---	---	(\$3,585,581)	---	(\$3,585,581)
RESTRICTED FOR DEBT SERVICE 2015A	---	---	\$1,087,112	---	\$1,087,112
RESTRICTED FOR DEBT SERVICE 2015-1	---	---	\$4,824,087	---	\$4,824,087
RESTRICTED FOR DEBT SERVICE 2015-2	---	---	\$2,204,057	---	\$2,204,057
RESTRICTED FOR DEBT SERVICE 2015-3	---	---	\$104,688	---	\$104,688
RESTRICTED FOR CAPITAL PROJECTS	---	---	---	\$10	\$10
TOTAL LIABILITIES & FUND EQUITY & OTHER CREDITS	\$1,591,643	\$3,267,179	\$8,546,070	\$10	\$13,404,902

Reunion East
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures
For The Period Ending October 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/19	ACTUAL THRU 10/31/19	VARIANCE
REVENUES:				
Special Assessments - Tax Roll	\$1,417,679	\$0	\$0	\$0
Special Assessments - Direct	\$600,993	\$0	\$0	\$0
Interest	\$750	\$63	\$68	\$6
TOTAL REVENUES	\$2,019,422	\$63	\$68	\$6
EXPENDITURES:				
ADMINISTRATIVE:				
Supervisor Fees	\$12,000	\$1,000	\$1,000	\$0
FICA	\$918	\$77	\$77	\$0
Engineering	\$15,000	\$1,250	\$252	\$998
Attorney	\$35,000	\$2,917	\$2,913	\$4
Trustee Fees	\$17,500	\$0	\$0	\$0
Arbitrage	\$3,600	\$300	\$0	\$300
Collection Agent	\$5,000	\$5,000	\$5,000	\$0
Dissemination	\$10,000	\$833	\$1,833	(\$1,000)
Property Appraiser Fee	\$1,000	\$0	\$0	\$0
Property Taxes	\$400	\$0	\$0	\$0
Annual Audit	\$5,200	\$1,500	\$1,500	\$0
District Management Fees	\$44,275	\$3,690	\$3,690	\$0
Information Technology	\$3,400	\$283	\$183	\$100
Telephone	\$300	\$25	\$7	\$19
Postage	\$3,500	\$292	\$108	\$183
Printing & Binding	\$2,500	\$208	\$53	\$155
Insurance	\$14,800	\$14,800	\$13,789	\$1,011
Legal Advertising	\$1,500	\$125	\$0	\$125
Other Current Charges	\$600	\$50	\$0	\$50
Office Supplies	\$500	\$42	\$16	\$26
Travel Per Diem	\$500	\$42	\$0	\$42
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$177,668	\$32,608	\$30,595	\$2,012
MAINTENANCE-SHARED EXPENSES:				
Field Management	\$39,851	\$3,321	\$3,321	\$0
Facility Lease Agreement	\$22,884	\$1,907	\$1,907	\$0
Telephone	\$4,760	\$397	\$407	(\$10)
Electric	\$341,600	\$28,467	\$28,133	\$334
Water & Sewer	\$44,800	\$3,733	\$2,855	\$878
Gas	\$43,120	\$3,593	\$524	\$3,069
Pool & Fountain Maintenance	\$100,800	\$8,400	\$7,844	\$556
Environmental	\$5,600	\$467	\$146	\$321
Property Insurance	\$25,620	\$25,620	\$24,054	\$1,566
Irrigation Repairs	\$8,400	\$700	\$1,154	(\$454)
Landscape Contract	\$434,722	\$36,227	\$30,347	\$5,880
Landscape Contingency	\$28,000	\$2,333	\$3,651	(\$1,317)
Landscape Consulting	\$21,840	\$1,820	\$1,820	\$0
Gate and Gatehouse Expenses	\$17,920	\$1,493	\$277	\$1,217
Roadways/Sidewalks	\$28,000	\$2,333	\$384	\$1,950
Lighting	\$5,600	\$467	\$0	\$467
MSA Building Repairs	\$14,000	\$1,167	\$282	\$885
Pressure Washing	\$19,600	\$1,633	\$196	\$1,437
Maintenance (Inspections)	\$980	\$82	\$87	(\$5)
Repairs & Maintenance	\$11,200	\$933	\$425	\$508
Pest Control	\$406	\$34	\$0	\$34
Signage	\$4,480	\$373	\$2,386	(\$2,013)
Security	\$78,400	\$6,533	\$6,533	\$0
COMMUNITY CENTER:				
Landscape	\$16,000	\$1,333	\$881	\$452
Telephone	\$1,500	\$125	\$118	\$7
Electric	\$25,000	\$2,083	\$2,363	(\$279)
Water & Sewer	\$2,500	\$208	\$165	\$44
Gas	\$350	\$29	\$24	\$5
Contract Cleaning	\$10,000	\$833	\$875	(\$42)
Maintenance (Inspections)	\$1,250	\$104	\$155	(\$51)
MAINTENANCE-DIRECT EXPENSES:				
Irrigation System Operations	\$100,000	\$8,333	\$0	\$8,333
Contingency	\$0	\$0	\$0	\$0
Transfer Out	\$382,571	\$0	\$0	\$0
TOTAL MAINTENANCE	\$1,841,754	\$145,084	\$121,312	\$23,771
TOTAL EXPENDITURES	\$2,019,422	\$177,691	\$151,908	\$25,784
EXCESS REVENUES (EXPENDITURES)	\$0		(\$151,839)	
FUND BALANCE - Beginning	\$0		\$1,675,463	
FUND BALANCE - Ending	\$0		\$1,523,624	

Reunion East
COMMUNITY DEVELOPMENT DISTRICT
REPLACEMENT & MAINTENANCE FUND

Statement of Revenues & Expenditures
For The Period Ending October 31, 2019

REVENUES:

	ADOPTED BUDGET	PRORATED THRU 10/31/19	ACTUAL THRU 10/31/19	VARIANCE
Transfer In	\$382,571	\$0	\$0	\$0
Interest	\$25,000	\$2,083	\$4,624	\$2,540

TOTAL REVENUES

\$407,571	\$2,083	\$4,624	\$2,540
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EXPENDITURES:

Building Improvements	\$117,600	\$9,800	\$0	\$9,800
Fountain Improvements	\$14,000	\$1,167	\$0	\$1,167
Gate/Gatehouse Improvements	\$5,600	\$467	\$0	\$467
Landscape Improvements	\$140,000	\$11,667	\$0	\$11,667
Lighting Improvements	\$4,480	\$373	\$0	\$373
Monument Improvements	\$14,000	\$1,167	\$0	\$1,167
Pool Furniture	\$8,400	\$700	\$7,918	(\$7,218)
Pool Repair & Replacements	\$47,600	\$3,967	\$0	\$3,967
Roadways/Sidewalks Improvement	\$8,680	\$723	\$0	\$723
Signage	\$28,000	\$2,333	\$0	\$2,333
Contingency	\$0	\$0	\$336	(\$336)

TOTAL EXPENDITURES

\$388,360	\$32,363	\$8,254	\$24,109
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EXCESS REVENUES (EXPENDITURES)

\$19,211	(\$3,631)
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FUND BALANCE - Beginning

\$2,934,206	\$3,183,567
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FUND BALANCE - Ending

\$2,953,417	\$3,179,936
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Reunion East
COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2002A-2
Statement of Revenues & Expenditures
For The Period Ending October 31, 2019

	ADOPTED BUDGET	PRORATED THRU 10/31/19	ACTUAL THRU 10/31/19	VARIANCE
REVENUES:				
Special Assessments	\$0	\$0	\$0	\$0
Interest	\$0	\$0	\$156	\$156
TOTAL REVENUES	\$0	\$0	\$156	\$156
EXPENDITURES:				
Interest Expense 11/01	\$0	\$0	\$0	\$0
Principal Expense 05/01	\$0	\$0	\$0	\$0
Interest Expense 05/01	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
<u>OTHER FINANCING SOURCES (USES)</u>				
Transfer In (Out)	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	\$0	\$0
TOTAL OTHER	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$156	
FUND BALANCE - Beginning	\$0		(\$4,826,653)	
FUND BALANCE - Ending	\$0		(\$4,826,498)	

Reunion East
COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2005

Statement of Revenues & Expenditures
For The Period Ending October 31, 2019

	ADOPTED BUDGET	PRORATED THRU 10/31/19	ACTUAL THRU 10/31/19	VARIANCE
REVENUES:				
Special Assessments	\$0	\$0	\$0	\$0
Interest	\$0	\$0	\$329	\$329
TOTAL REVENUES	\$0	\$0	\$329	\$329
EXPENDITURES:				
Interest Expense 11/01	\$0	\$0	\$0	\$0
Principal Expense 05/01	\$0	\$0	\$0	\$0
Interest Expense 05/01	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
<u>OTHER FINANCING SOURCES (USES)</u>				
Transfer In (Out)	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	\$0	\$0
TOTAL OTHER	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$329	
FUND BALANCE - Beginning	\$0		(\$3,585,911)	
FUND BALANCE - Ending	\$0		(\$3,585,581)	

Reunion East
COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2015A

Statement of Revenues & Expenditures

For The Period Ending October 31, 2019

REVENUES:

Special Assessments	\$2,568,595	\$0	\$0	\$0
Interest	\$1,000	\$83	\$1,490	\$1,407

TOTAL REVENUES

\$2,569,595	\$83	\$1,490	\$1,407
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EXPENDITURES:

Interest Expense 11/01	\$641,025	\$0	\$0	\$0
Principal Expense 05/01	\$1,320,000	\$0	\$0	\$0
Interest Expense 05/01	\$641,025	\$0	\$0	\$0

TOTAL EXPENDITURES

\$2,602,050	\$0	\$0	\$0
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OTHER FINANCING SOURCES (USES)

Transfer In (Out)	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	\$0	\$0

TOTAL OTHER

\$0	\$0	\$0	\$0
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EXCESS REVENUES (EXPENDITURES)

(\$32,455)	\$1,490
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FUND BALANCE - Beginning

\$891,203	\$1,085,621
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FUND BALANCE - Ending

\$858,748	\$1,087,112
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Reunion East
COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2015-1

Statement of Revenues & Expenditures

For The Period Ending October 31, 2019

REVENUES:

	ADOPTED BUDGET	PRORATED THRU 10/31/19	ACTUAL THRU 10/31/19	VARIANCE
Special Assessments - Tax Collector	\$28,771	\$0	\$0	\$0
Special Assessments - Direct Billed	\$196,599	\$0	\$0	\$0
Interest	\$1,000	\$83	\$6,758	\$6,675

TOTAL REVENUES	\$226,370	\$83	\$6,758	\$6,675
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EXPENDITURES:

Special Call 11/01	\$4,150,000	\$0	\$0	\$0
Interest Expense 11/01	\$204,105	\$0	\$0	\$0
Principal Expense 05/01	\$90,000	\$0	\$0	\$0
Interest Expense 05/01	\$67,155	\$0	\$0	\$0

TOTAL EXPENDITURES	\$4,511,260	\$0	\$0	\$0
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EXCESS REVENUES (EXPENDITURES)	(\$4,284,890)		\$6,758	
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FUND BALANCE - Beginning	\$4,470,778		\$4,817,330	
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FUND BALANCE - Ending	\$185,888		\$4,824,087	
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Reunion East
COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2015-2

Statement of Revenues & Expenditures

For The Period Ending October 31, 2019

REVENUES:

	ADOPTED BUDGET	PRORATED THRU 10/31/19	ACTUAL THRU 10/31/19	VARIANCE
Special Assessments - Tax Roll	\$10,225	\$0	\$0	\$0
Special Assessments - Direct Billed	\$583,215	\$0	\$0	\$0
Interest	\$1,000	\$83	\$3,088	\$3,004

TOTAL REVENUES	\$594,440	\$83	\$3,088	\$3,004
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EXPENDITURES:

Special Call 11/01	\$1,550,000	\$0	\$0	\$0
Interest Expense 11/01	\$250,470	\$0	\$0	\$0
Principal Expense 05/01	\$200,000	\$0	\$0	\$0
Interest Expense 05/01	\$199,320	\$0	\$0	\$0

TOTAL EXPENDITURES	\$2,199,790	\$0	\$0	\$0
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OTHER FINANCING SOURCES (USES)

Transfer In (Out)	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	\$0	\$0

TOTAL OTHER	\$0	\$0	\$0	\$0
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EXCESS REVENUES (EXPENDITURES)	(\$1,605,350)		\$3,088	
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FUND BALANCE - Beginning	\$1,825,115		\$2,200,970	
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FUND BALANCE - Ending	\$219,765		\$2,204,057	
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Reunion East
COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2015-3

Statement of Revenues & Expenditures

For The Period Ending October 31, 2019

REVENUES:

	ADOPTED BUDGET	PRORATED THRU 10/31/19	ACTUAL THRU 10/31/19	VARIANCE
Special Assessments - Tax Roll	\$6,769	\$0	\$0	\$0
Special Assessments - Direct Billed	\$329,496	\$0	\$0	\$0
Interest	\$500	\$0	\$147	\$147
TOTAL REVENUES	\$336,765	\$0	\$147	\$147

EXPENDITURES:

Interest Expense 11/01	\$100,485	\$0	\$0	\$0
Principal Expense 05/01	\$135,000	\$0	\$0	\$0
Interest Expense 05/01	\$100,485	\$0	\$0	\$0
TOTAL EXPENDITURES	\$335,970	\$0	\$0	\$0

OTHER FINANCING SOURCES (USES)

Transfer In (Out)	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	\$0	\$0
TOTAL OTHER	\$0	\$0	\$0	\$0

EXCESS REVENUES (EXPENDITURES)	\$795	\$147
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FUND BALANCE - Beginning	\$104,353	\$104,541
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FUND BALANCE - Ending	\$105,148	\$104,688
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Reunion East
COMMUNITY DEVELOPMENT DISTRICT

Capital Projects 2005
Statement of Revenues & Expenditures
For The Period Ending October 31, 2019

	ADOPTED BUDGET	PRORATED THRU 10/31/19	ACTUAL THRU 10/31/19	VARIANCE
REVENUES:				
Interest	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
EXPENDITURES:				
Capital Outlay	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
<u>OTHER FINANCING SOURCES (USES)</u>				
Transfer In (Out)	\$0	\$0	\$0	\$0
TOTAL OTHER	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$0	
FUND BALANCE - Beginning	\$0		\$10	
FUND BALANCE - Ending	\$0		\$10	

Reunion East CDD

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues													
Special Assessments - Tax Roll	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Assessments - Direct	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest	\$0	\$0	\$68	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$68
Total Revenues	\$0	\$0	\$68	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$68
Expenditures													
Administrative													
Supervisor Fees	\$0	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
FICA	\$0	\$0	\$77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$77
Engineering	\$0	\$0	\$252	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$252
Attorney	\$0	\$0	\$2,913	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,913
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Collection Agent	\$0	\$0	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Dissemination	\$0	\$0	\$1,833	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,833
Property Appraiser Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Audit	\$0	\$0	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500
District Management Fees	\$0	\$0	\$3,690	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,690
Information Technology	\$0	\$0	\$183	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$183
Telephone	\$0	\$0	\$7	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7
Postage	\$0	\$0	\$108	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$108
Printing & Binding	\$0	\$0	\$53	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$53
Insurance	\$0	\$0	\$13,789	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,789
Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$0	\$16	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16
Travel Per Diem	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dues, Licenses & Subscriptions	\$0	\$0	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
	\$0	\$0	\$30,595	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,595

**Reunion East CDD
Month to Month**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Maintenance													
Field Management	\$0	\$0	\$3,321	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,321
Facility Lease Agreement	\$0	\$0	\$1,907	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,907
Telephone	\$0	\$0	\$407	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$407
Electric	\$0	\$0	\$28,133	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,133
Water & Sewer	\$0	\$0	\$2,855	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,855
Gas	\$0	\$0	\$524	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$524
Pool & Fountain Maintenance	\$0	\$0	\$7,844	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,844
Environmental	\$0	\$0	\$146	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$146
Property Insurance	\$0	\$0	\$24,054	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,054
Irrigation	\$0	\$0	\$1,154	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,154
Landscape Contract	\$0	\$0	\$30,347	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,347
Landscape Contingency	\$0	\$0	\$3,651	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,651
Landscape Consulting	\$0	\$0	\$1,820	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,820
Gatehouse and Gatehouse Expenses	\$0	\$0	\$277	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$277
Roadways/Sidewalks	\$0	\$0	\$384	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$384
Lighting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MSA Building Repairs	\$0	\$0	\$282	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$282
Pressure Washing	\$0	\$0	\$196	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$196
Maintenance (Inspections)	\$0	\$0	\$87	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$87
Repairs & Maintenance	\$0	\$0	\$425	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$425
Pest Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Signage	\$0	\$0	\$2,386	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,386
Security	\$0	\$0	\$6,533	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,533
Community Center													
Landscape	\$0	\$0	\$881	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$881
Telephone	\$0	\$0	\$118	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$118
Electric	\$0	\$0	\$2,363	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,363
Water & Sewer	\$0	\$0	\$165	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$165
Gas	\$0	\$0	\$24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24
Contract Cleaning	\$0	\$0	\$875	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$875
Maintenance (Inspections)	\$0	\$0	\$155	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$155
Maintenance-Direct													
Irrigation System Operations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$121,312	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$121,312
Total Expenditures	\$0	\$0	\$151,908	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$151,908
Excess Revenues (Expenditures)	\$0	\$0	(\$151,839)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$151,839)

SPECIAL ASSESSMENT RECEIPTS - FY2020

Gross Assessments	\$ 4,279,742	\$ 1,507,319	\$ 2,728,299	\$ 34,219	\$ 6,842	\$ 3,062
Net Assessments	\$ 4,022,957	\$ 1,416,880	\$ 2,564,601	\$ 32,166	\$ 6,432	\$ 2,878

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Ehof II - Spectrum LLC \$626,425.00 \$117,704.00 \$191,546.00 \$219,350.00 \$97,825.00

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND	SERIES 2015-1	SERIES 2015-2	SERIES 2015-3
	11/1/19		\$ 313,212.00	\$ -	\$ -	\$ -	\$ -	\$ -
	2/1/20		\$ 156,606.00	\$ -	\$ -	\$ -	\$ -	\$ -
	5/1/20		\$ 156,606.00	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ 626,424.00	\$ -	\$ -	\$ -	\$ -	\$ -

Ehof II - Spectrum LLC \$815,040.00 \$219,504.00 \$363,865.00 \$231,671.00

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND	SERIES 2015-2	SERIES 2015-3
	11/1/19		\$ 407,520.00	\$ -	\$ -	\$ -	\$ -
	2/1/20		\$ 203,760.00	\$ -	\$ -	\$ -	\$ -
	5/1/20		\$ 203,760.00	\$ -	\$ -	\$ -	\$ -
			\$ 815,040.00	\$ -	\$ -	\$ -	\$ -

Orlando Reunion Development LLC \$7,439.00 \$2,386.00 \$5,053.00

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND	SERIES 2015-1
	11/1/19		\$ 3,720.00	\$ -	\$ -	\$ -
	2/1/20		\$ 1,860.00	\$ -	\$ -	\$ -
	5/1/20		\$ 1,860.00	\$ -	\$ -	\$ -
			\$ 7,440.00	\$ -	\$ -	\$ -

EHOF Acquisitions II, LLC \$43,211.00 \$43,211.00

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND
	11/1/19		\$ 21,605.00	\$ -	\$ -
	2/1/20		\$ 10,803.00	\$ -	\$ -
	5/1/20		\$ 10,803.00	\$ -	\$ -
			\$ 43,211.00	\$ -	\$ -

Orlando Health Inc \$226,660.00 \$226,660.00

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND
11/27/19	11/1/19	1001300346	\$ 113,330.00	\$ 113,330.00	\$ 113,330.00
	2/1/20		\$ 56,665.00	\$ -	\$ -
	5/1/20		\$ 56,665.00	\$ -	\$ -
			\$ 226,660.00	\$ 113,330.00	\$ 113,330.00

SUMMARY				
	GENERAL FUND	DEBT SERVICE SERIES 2015-1	DEBT SERVICE SERIES 2015-2	DEBT SERVICE SERIES 2015-3
TOTAL DIRECT BILLED	\$609,465.00	\$196,599.00	\$583,215.00	\$329,496.00
TOTAL RECEIVED	\$ 113,330.00	\$ -	\$ -	\$ -
VARIANCE	\$ (496,135.00)	\$ (196,599.00)	\$ (583,215.00)	\$ (329,496.00)

SECTION 4

Landowner	Product	Total O & M	Total Debt	Total Due		O & M	Debt	Total	Paid
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		<u>\$226,659</u>	<u>\$0</u>	<u>\$226,659</u>	Total	<u>\$226,659</u>	<u>\$0</u>	<u>\$226,659</u>	
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	<u>\$2,386</u>	<u>\$5,053</u>	<u>\$7,439</u>	
EHOF/SPECTRUM						O & M	Debt	Total	Paid
11-1-15 Interest									
27-25-27-2985-TRAC-FD20/FL 296 Condos		\$117,704	\$504,490	\$622,194	Nov	\$190,210	\$629,140	\$819,349	
34-25-27-4936-0001FD10	276 SF	\$219,504	\$753,789	\$973,293	Feb	\$95,105	\$314,570	\$409,675	
34-25-27-4936-0001-									
0010/0020/0050/0031	Commercial	\$43,211	\$0	\$43,211	May	\$95,105	\$314,570	\$409,675	
		<u>\$380,419</u>	<u>\$1,258,279</u>	<u>\$1,638,698</u>	Total	<u>\$380,419</u>	<u>\$1,258,279</u>	<u>\$1,638,698</u>	
Landowner		Total O & M	Total Debt	Total Due		O & M	Debt	Total	Paid
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	
		<u>\$133,920.00</u>	<u>\$392,813.00</u>	<u>\$526,733.00</u>	Total	<u>\$133,920</u>	<u>\$392,813</u>	<u>\$526,733</u>	

District
Reunion West