

**MINUTES OF MEETING
REUNION EAST
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Reunion East Community Development District was held on Thursday, **October 14, 2021** at 1:06 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum:

Mark Greenstein
Steven Goldstein
Trudy Hobbs
John Dryburgh

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Tricia Adams
Kristen Trucco
Steve Boyd
Alan Scheerer
Mike Smith
Victor Vargas
Dr. Tom McKeon

District Manager
District Counsel
District Engineer
Field Manager
Yellowstone
Reunion Security
Nominated as Assistant Secretary

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order at 1:00 p.m. and called the roll. There were four Supervisors present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Adams: This is the public comment period. This is an opportunity for any members of the public to make a statement to the Board of Supervisors. This can be about something that is on the agenda or even not on the agenda. For the benefit of the public, there are agendas on the back table as well as the sign-in sheet. Is there anyone who came today to make a statement to the Board of Supervisors? Mr. Chairman, I don't see anyone. Would you like for me to move forward to minute approval?

Mr. Greenstein: Yes, please.

THIRD ORDER OF BUSINESS

**Approval of the Summary Minutes of the
September 9, 2021 Meeting**

Ms. Adams: The next item on the agenda is approval of the minutes from the September 9, 2021 meeting. Included in your agenda packet is a draft of the meeting minutes. These meeting minutes have been reviewed by staff. If there are any comments, corrections, or edits, I'd be happy to take those now. Otherwise, we would be seeking a motion to approve.

On MOTION by Mr. Goldstein, seconded by Mr. Dryburgh, with all in favor, the Summary Minutes of the September 9, 2021 Meeting as presented were approved.

FOURTH ORDER OF BUSINESS

Organizational Matters

A. Review of Resumes and Letters of Interest

Ms. Adams: Board members, we do have some organizational matters to attend to. As you recall at last month's meeting, we did have a resignation from the Board of Supervisors. We do have a vacancy on the Board. This is an administrative matter and the Board has the ability to make an appointment for the remainder of this term. This is a term that happens to expire about a year from now in November 2022. After a brief discussion last month, it was decided to put information out to the community and to determine if there were any interested residents in serving on the Board. As a result of that query, we did receive two resumes for consideration. We received a resume from Dr. Thomas McKeon and we also received a resume from Mr. Richard Dowling. Those resumes were included in your agenda packet which you received last week. These resumes have been reviewed by the Board of Supervisors and this item is ready for Board discussion. The Board has the ability to make an appointment by motion. Are there any questions for me?

Mr. Greenstein: The only question I have is, has everyone had the opportunity to review the resumes?

Mr. Goldstein: Yes.

Mr. Greenstein: Okay, and you stated is it a one-year appointment.

Ms. Adams: Yes.

B. Appointment of Individual to Fulfill Board Vacancy in Seat #3

Ms. Adams: We're ready for Board discussion and the action that the Board would take would be to make a motion to appoint to the Board of Supervisors.

On MOTION by Mr. Goldstein, seconded by Mr. Dryburgh, with all in favor, the Appointment of Dr. Thomas McKeon to Fulfill Board Vacancy in Seat #3, was approved.

C. Administration of Oath of Office

Ms. Adams: Board members, if you would allow me a couple of moments, what I would like to do is administer the oath of office to Dr. Thomas McKeon, who is here this afternoon. Dr. McKeon, once you take your oath of office, you're going to be seated on the Board and you can immediately start participating in today's meeting. I will note for the record that once we administer the oath, future votes will include Dr. McKeon's vote. If you'd like to come up to the table.

Ms. Trucco: Dr. McKeon, I'll just add as well while you're passing out the forms to him that under Florida law, you're considered a locally elected government official now. You are subject to the Public Records law, the Sunshine law, and a financial disclosure to make sure that you don't have a conflict with anything that comes across this Board. I work with Jan Carpenter as District counsel. My name is Kristen Trucco and we will send you a welcome packet that will go through the Sunshine law and specific duties and requirements that you want to be aware of for serving on this Board. If you have any questions, just reach back out to us. I can speak to you a little bit more in detail after the Board meeting, thanks.

Ms. Adams: If you'd like we can do your oath of office.

Mr. McKeon: Okay.

Ms. Adams: This is an oath of office for the Board of Supervisors for Reunion East Community Development District. We'll have you complete the oath with a signature and then I'll complete the document today. I Thomas McKeon, a citizen of the state of Florida and the United States of America and being employed by or an officer of the Reunion East Community Development District and a recipient of public funds, as such employee or officer do you hereby solemnly swear or affirm that I will support the constitution of the United States and the state of Florida?

Mr. McKeon: I do.

Ms. Adams: Alright. If I can get your signature right here.

Mr. McKeon: Right here?

Ms. Adams: Yes, right there. As District counsel mentioned, I do have some additional paperwork for you to complete today. I'll gather that from you after the meeting. If you can stay for a few minutes, we'll have time to take care of that. Have a seat and the agenda packet is before you. Congratulations.

Mr. Greenstein: Welcome, Tom.

Mr. McKeon: Thank you.

D. Consideration of Resolution 2022-02 Electing Officers

Ms. Adams: Board members, one organizational matter that occurs once there is appointment to the Board of Supervisors is considering a resolution electing officers and the seat that Don Harding resigned from, he was serving as Vice Chairman. We currently have Mark serving as the Chairman of the Board and included in your agenda packet is a layout for the various officers. May I suggest that the Board makes a nomination for Vice Chairman and then we leave all the other officers as currently seated? Do we have a nomination for Vice Chairman?

Mr. Greenstein: Who amongst you would be willing to serve in that capacity?

Mr. Goldstein: I will do it.

On MOTION by Ms. Hobbs, seconded by Mr. Dryburgh, with all in favor, Resolution 2022-02 Electing Officers and Appointing Steve Goldstein as Vice Chairman and All Other Officers Remaining the Same, was approved.

Ms. Adams: Dr. McKeon and you'll be serving as an Assistant Secretary on the Board of Supervisors and all other officers will remain the same.

FIFTH ORDER OF BUSINESS

Public Hearing

A. Consideration of Resolution 2022-01 Adopting Chapter IV to the Rules of Procedure

Ms. Adams: The next item on the agenda, we have a public hearing for the Rules of Procedure as it relates to the special events fees.

On MOTION by Mr. Greenstein, seconded by Mr. Dryburgh, with all in favor, Opening of the Public Hearing, was approved.

Ms. Adams: Supervisors, included in your agenda packet under Tab 5 is consideration of Resolution 2022-01, which will adopt Chapter IV to the Rules of Procedure and this is in regards to this special events policy. I have a few opening remarks and District counsel, who prepared the resolution, may have some additional comments as well. I'm going to focus on Exhibit A, which is the special event policy itself. The reason that the Board is considering revisions to the special event policy is the result of the District directly operating Seven Eagles Center. Previously, there was a management services agreement that allowed for Reunion Resort to have use of certain facilities for event rentals. Now that that management services agreement is no longer in place, we needed to go through the public process to create a framework as well as adopt fees that would be appropriate to assess. In particular, the areas that are newly added are identified in your special events policy starting on page 2, where we have a rate and deposit schedule. The rate and deposit schedule previously considered Heritage Crossings Pool A, Heritage Crossings Pool B, Homestead Pool, Carriage Pointe Pool, and Terraces Pool. What is now being considered is adding different rental areas such as Linear Park and Seven Eagles Pool Area. The Board had previously adopted rates that were based on the event capacities for various areas. So you'll see that in this table, there is a column for the current rate schedule. You can see what is currently being charged for the various areas. Then next to that we have a recommendation from staff. The recommendation from staff is to charge \$150 for Heritage Crossings, \$150 for Heritage Crossings Pool B, \$200 at Homestead Pool, \$150 at Carriage Pointe Pool, \$150 at Terraces Pool, at Linear Park \$500, at Seven Eagles Pool Area \$750. These policies have been reviewed by Reunion Resort staff, by Catering Management, and they've also been provided to the General Manager for comment and feedback. The Board has the ability to adopt rates up to the amount that was noticed. You'll see the third column over has your noticed rental rate. That's the amount that was in your legal advertisement and you cannot go above those rates. The Board has the ability to adopt the fee up to the noticed rates. This item is ready for Board consideration. There are no substantive changes to the special events policy itself. It has been scrubbed by District management staff as well as by District counsel for some minor updates according to the current situation at Reunion CDD.

Mr. Goldstein: I think we want to talk about Linear Park rates.

Mr. Dryburgh: Well, all of the rates frankly.

Ms. Adams: Absolutely.

Mr. Greenstein: Let's take them one at a time.

Ms. Adams: Now let me ask, are we going to start with Linear Park in Seven Eagles meaning that there is not a lot of discussion about the other areas?

Mr. Dryburgh: No.

Mr. Greenstein: Well, let's give John Dryburgh the floor.

Mr. Dryburgh: My thoughts are these rates are quite a bit lower than I would expect. Particularly Linear and the Seven Eagles, we were not expecting that they would simply drop at the contract and dump the expenses onto us. They are not insignificant expenses and then have them say, "Oh, and by the way, we are paying \$500 if we decide to use it." I see no reason to charge those two less than the maximum of \$1,000 each. As you go down to the Terraces Pool that's again another place where we've had a number of issues for the enjoyment of the residents of that area, where people have had parties and have totally created difficulty for security to try to have a regular environment there. I think \$150 is way too low, I see no reason not to go to at least \$500 for that. For Carriage Pointe, we've not had any complaints with that. I have no problem starting with the \$150 but that would then be subject to getting jammed with a whole bunch of parties down there I think we can charge more. Going up the line, regarding Homestead, I don't know why we aren't making it \$200, \$200, \$200, and \$200 for all those until you get down to the Terraces where I would go \$500 and Linear Park and Seven Eagles go for \$1,000 each.

Ms. Adams: We have discussion about setting Heritage Crossings Pool A and Pool B at \$200, Homestead Pool at \$200, Carriage Pointe Pool at \$200, Terraces Pool at \$500, Linear Park at \$1,000, and Seven Eagles at \$1,000.

Mr. Dryburgh: That's correct.

Ms. Adams: Is there consensus on these fees or is there any other discussion that the Board would like to have regarding the fees that will be assessed?

Mr. Greenstein: Obviously, we have to keep discussing this.

Ms. Adams: Okay.

Mr. Greenstein: I think we're moving in the right direction, but we have to be uniform in the application of the policy and procedure. I think your initial reaction or the initial reaction of the Board is because of the commercial use. I'm going to call it commercial use. The fact that the MSA is not in play and there is significant benefit that the Resort receives when they want to use it so it's a commercial use of it. That's what got you to jump the rate up because it's a commercial rate. There's more upkeep, there's more maintenance and clean-up as a result of use of the facility. I agree to that. I'm throwing this out but I don't think we can really deal with it other than with the

rate itself. If an individual resident wanted to use Linear Park for an event, an individual, it's only the CDD that has anything to say about how that park area is used. You're going to charge a resident \$1,000 bucks to use Linear Park if they wanted to have some family get-together?

Mr. Dryburgh: I think the answer might be how many times in the last five years has the resident used that?

Mr. Greenstein: Good point.

Mr. Dryburgh: I've never seen a birthday party there; I've never seen any party there except something that is for a wedding as an extension from Reunion. Will I charge Reunion \$1,000 today? Yes.

Mr. Goldstein: Could we not put something in there for a resident?

Ms. Adams: I'm going to let legal counsel speak to that.

Mr. Goldstein: No. Forget it. I don't think we can do it.

Mr. Dryburgh: The same thing for the Seven Eagles. I'm not reacting only to the fact that they surprisingly jammed up quite a large expense on the residents here because they didn't want to deal with what the contract had been for many years. I'm not reacting just to that I'm just saying that there is an opportunity for them to have a much larger venue and they should pay accordingly. The fact that they may only have 20 people show up isn't our issue. They are securing that facility for as many as probably 150 people. Whereas you put \$150 on Homestead, Heritage Crossing, and the others.

Mr. Greenstein: No. I agree. Seven Eagles is a unique facility. It's a showpiece of the resort. The fitness center is located there and it has a nice pool complex. In the past Linear Park, when we had a management services agreement in place, even when I think the language didn't specify it, it was almost by default.

Ms. Adams: We would get the donation before, yes.

Mr. Greenstein: Yes. We were getting \$200.

Ms. Adams: Right. A \$200 donation.

Mr. Greenstein: That's the way it was handled. Whether or not some of the facts what we're proposing is going from \$200 to \$1,000. Just so you know if that's what you're proposing.

Mr. Dryburgh: We're asking Reunion to pay the \$1,000.

Mr. Greenstein: Well, this is it, we can't have it both ways.

Ms. Hobbs: But if recommended, we can charge more if we want to.

Ms. Adams: Yes.

Mr. Greenstein: Yeah. We definitely have the ability.

Ms. Adams: The recommended rate was based on market value, history and capacity. The Board has discretion exactly like you said, Supervisor Hobbs, to adopt the fee up to the noticed rate.

Mr. Dryburgh: So how does that work? If Reunion is wanting to come in and book a wedding and use it, who is going to make the decision if we are going to charge them \$1,000 or \$500?

Ms. Adams: We have to make the decision now. We have to set our rate.

Mr. Goldstein: Would you be comfortable with splitting the difference going \$750 for Linear?

Mr. Greenstein: Just the fact that we were charging \$200. The point you make is a valid one. It has been here a long time. I don't know if you or Alan as a citizen, as a property owner ever contacted us to use Linear Park for an event that was not being supported by the resort?

Mr. Scheerer: The only thing we've ever been contacted before for was for a wedding.

Mr. Dryburgh: I've ever seen there anything.

Mr. Greenstein: We've got the Linear Park rate. We can get some input on that. As far as Seven Eagles goes, I think Seven Eagles, you were proposing what? The full \$1,000? Like everything else down the road, things can change. Hopefully, we all turn around, we get tremendous amount of volume and business again and they may be thinking about again working out an MSA with us. Right now they're not, so I agree. I don't have a problem because that is the whole enchilada. I know it's a large facility, it has a lot of features to it.

Mr. Dryburgh: Why don't we take a second to explain to the public what the MSA is and why are the people upset about it. An MSA is a Master Service Agreement, we'll call it that, and Reunion used to cover the expenses associated with much of Seven Eagles. One day, they walked in and said, well, we're not going to do that anymore. You guys can cover. Meaning you the residents, through us, cover it. I was pretty upset. I would like to have that money back in our pockets as a resident here. This is one method for taking some money from Reunion back to cover some of those expenses. Whether we take it at \$750 or \$1,000. My answer is to go for the \$1,000. It's the same thing on Linear Park, the only time I've ever seen it is for weddings and I'm sure we've all seen weddings at Linear Park. Reunion is receiving a very nice sum of money to put on a catered dinner and a wedding. A very nice sum of money, and they pay us \$200 bucks.

Mr. Greenstein: But just for clarity John, we had the \$200 arrangement and we took that legally as a contribution because we run their own management services agreement where we paid zero.

Mr. Dryburgh: Yes.

Mr. Greenstein: Further history going back to the beginning, the maximum that we ever paid the resort to manage the Seven Eagles Complex under a management services agreement was \$180,000 for the year. I sat in the same seats you're sitting at. It was me and Tom and Trudy and other people, and Joe Kane who we kept going after him saying you're getting a lot of benefit out of this. We need to balance out the expenses. We need to share the expenses. Over a three or four-year period, we went from the \$180,000 to zero. For the last probably, I don't know, five or six years, maybe more, we were not paying anything and they were basically covering the expenses or not covering the expenses through their commercial operations there. They only own the restaurant area. They have a liquor license. In order to provide for food and beverage, mostly the beverage piece, they have to have a liquor license and it cannot be owned by the CDD. They physically own that piece of the Seven Eagles Complex, and we own the other 90% of it, so when they have an event there, they spill over into our area. When they had control of the entire complex through the agreement, it was no issue because they were covering all the expenses. But during the downturn or last year, they recognized that they were losing significant revenue and we're not covering the expenses. In the same way that we had a 30-day kick-out clause, they have a 30-day kick-out clause. They gave us notice that they're not going to cover the management service; they're not going to maintain it anymore under those arrangements. I was truthfully hoping that we work out some middle ground and share expenses. Maybe someday we'll get to that, but right now we are managing the facility ourselves and we're covering all the expenses, and that's the reason why we are discussing some of these items. Again, I think the \$1,000 is reasonable. Again, Seven Eagles is like the whole enchilada. I mean, it's a very, very large facility with a lot of overhead expenses. Linear Park doesn't have the same kind of expenses that Seven Eagles has. That's the reason why I didn't have a problem. Quite honestly, I didn't have a problem with the \$500 piece.

Mr. Goldstein: But we are incurring expense when we use Linear Park, we have to have Yellowstone come here and cut the grass at the last minute because it wasn't cut. Alan has a really good idea what Linear Park needs.

Ms. Adams: I do want to clarify that the policy use agreement accepts the facility as is. As a courtesy, whenever we know that there's an event there, Alan does take special care and communicates with vendors regarding pressure washing and landscaping. However, that's not a requirement of the agreement. The agreement is that the renter is accepting the facility as is.

Mr. Dryburgh: But we do it out of courtesy.

Ms. Adams: Out of courtesy, yes.

Mr. Dryburgh: And we will continue to do it out of courtesy, and we will continue to have expenses associated with our courtesy, and we're just trying to cover that and perhaps recoup some money for the citizens of Reunion.

Mr. Goldstein: I know we've had to go and cut grass. I notice those guys had to do a lot of other things. If you were to guess, and we're not holding to you this, give us some kind of a ballpark of what we spend. If there's a wedding that is going to be in there on Saturday, what expense do we actually have in preparing for it?

Mr. Scheerer: In prepping for it usually nothing.

Mr. Goldstein: What about cleaning up?

Mr. Scheerer: Well, we've got a good partner in Yellowstone. We have a good pool provider in Robert's Pools. The main thing we tried to do is make sure that the grass is mowed, and that the place is picked up. They don't work Saturdays and Sundays. The events are typically on the weekend. Mike normally has a skeleton crew that comes on Friday. It gets mowed every week. It gets cleaned every week. But before the event, I'll have a crew come in and they'll just make sure everything's clean up. We did have to have it pressure washed in advance. It needed to be pressure washed and was scheduled to be done with the regular pressure washing. We just had a guy come in in advance. Then the fountains are done every day. We just ask them to do those the first thing in the morning when we know that there's an event.

Mr. Dryburgh: We receive no bills for any of this?

Mr. Scheerer: It is all part of it. The fountain cleaning is seven days a week. Like I said, we have a great partner in Yellowstone, and Mike's very accommodating, and fortunately, he lives way too close to here. We usually don't have any prep expense for that.

Mr. Greenstein: Supervisor McKeon.

Mr. McKeon: Chairman. I noticed we are talking about the use of District property, but there's not any mention Heritgae Crossings Community Center building. I know I rented this building. Is that a different part?

Ms. Adams: That's a good question. The Board has previously gone through the exercise and rule hearing for fees related to the rental of Heritage Crossings Community Center, so those fees are already in place. What triggered today's hearing was the consideration for Linear Park and for Seven Eagles. The hearing for Heritage Crossings Community Center had been in the recent history, so their rates were commensurate with market value.

Mr. Greenstein: I mean, those fees are tied into an MSA.

Ms. Adams: They are in the special events policies, yes.

Mr. Greenstein: Basically, we do have an agreement with the resort?

Ms. Adams: Yes and amenity use policies.

Mr. Greenstein: For this facility and for the stables?

Mr. Goldstein: I personally had no problem with going down to the \$750 on both of those if that's what everybody thinks we need to do to bring it closer to where it was.

Mr. Dryburgh: Truly in my heart, I believe they should be paying more to use it.

Mr. Greenstein: I agree. I'm trying to play devil's advocate on this Friday, getting again comment from the public. But what we're talking about for use of Seven Eagles is a significant event, a party, 25 to 35 people. If you are bringing ten people in to bring in some pizza and you're having a little family thing at night, this policy can't apply to it. Common sense prevails.

Ms. Adams: This is for people who want exclusive use of an area of the facility. This is not for a small day-to-day residential use or somebody bringing up a sandwich and family for luncheon.

Mr. Greenstein: I want to make sure people understand, by doing this, we're not closing it down.

Mr. Dryburgh: It is more designed for when the Resort wishes to use it for an event. In the past, they'll have a private golf event and they'll have 75 golfers. I'm not even sure you're allowed to bring pizza in there, because they want to have control of the food.

Mr. Greenstein: Well you can because that was one of the benefits. Under the MSA, they had exclusivity as to food at the Cove. That was during the operational hours of the Cove restaurant. Outside those hours and they do close at 4 in afternoon a lot of times, it's 7 o'clock at night you wanted to bring in a pizza, no problem. But when they were under the management services agreement, that was one of the benefits of it to them, was that they have exclusive food service. Why don't we come up with a schedule?

Ms. Adams: Mr. Chairman, District counsel wanted to advise Board members that another parameter of the special event's policy is triggered when there's 20 or more guests.

Mr. Greenstein: Because we had significant discussion about that, the 20 number.

Mr. Greenstein: Here's what we're proposing, \$1,000 for Seven Eagles. What do you want to do at Linear Park, after you heard the input from Alan?

Mr. Goldstein: I think we should keep Linear Park at \$1,000 because it's a wedding venue and they're making a fortune when they use it. I don't see why it shouldn't be at \$1,000.

Mr. Greenstein: Then all the other pools \$200?

Mr. Dryburgh: Yeah.

Ms. Adams: What about Terraces?

Mr. Dryburgh: Terraces is going to be \$500 because the citizens around there have had such problems with four or five folks having gigantic parties out there.

Ms. Adams: I do want to mention that these policies, these are in place when residents or resort staff contacts District management staff and reserves the facility. This does not take care of those who operate outside of those parameters and maybe impromptu plan an event. But if there's not the special events application and approval in place, that gives security the ability to go and tell a group that they don't have authorization to be there and they need to leave.

Mr. Dryburgh: I think security would want to have that.

Ms. Adams: I just mention that because I think what's been happening at Terraces pool is outside of this process. They have not been complying with the process to secure and reserve the facility. We don't want to deter people from going through the process by setting fees that could be onerous compared to other facilities that are the same capacity.

Mr. Greenstein: So we're saying \$200 for all the pools and you want to go at \$1,000 each for Linear Park and Seven Eagles. Let's get public comment.

Ms. Adams: Alright, this is an opportunity for any members of the public to make a statement to the Board. If you would please state your name and address for the record.

Kent Julius (1106 Watson Court): I had a question. How many reservations per year do we get and how much are we spending on maintenance?

Ms. Adams: Would Board members like for me to respond to the question?

Mr. Dryburgh: Sure.

Mr. Greenstein: Because we're going to ask you.

Ms. Adams: Mr. Julius, one thing that we need to be cognizant of is that COVID has impacted the desire for group events. These past two years, we've received very few requests and we're attributing that primarily because of COVID. We've recently started to get more inquiries. We've recently had things like a gender reveal baby shower, that type of small event that residents planned at various locations. They come up from time to time. The wedding business, it's hard to anticipate given the last two years of history, but we're anticipating that wedding business will start to bounce back. There have been reservation requests about twice a month at Linear Park for the past few months, and there's also been within the past few months, one or two requests for Seven Eagles from Reunion resort. The expenses and to manage Seven Eagles and the expenses to manage other areas of their property are all identified as budget expenses. Everything from the pool service contracts to landscape service agreements, to other services such as custodial support and security services that all aid the management of these different areas. That's included in the budget information.

Mr. Dryburgh: If you look at it from multiple years ago, they were busy every weekend.

Mr. Greenstein: One must assume that we would not have been successful in getting an agreement down to the zero level had they not had sufficient revenue and be in the black. But again, it's a private enterprise and the books are not open to us.

Ms. Adams: If you could please state your name.

Resident (Watson Court): My question was about Homestead pool; does it mean that residents can't use it?

Mr. Dryburgh: It doesn't affect residents at all. It's just saying that if there's going to be a Reunion sponsored event, Reunion is going to have, maybe they've got 25 football players coming in and they're all staying around there and they'd like to have an event down there and they'd like to have it catered by Reunion.

Ms. Adams: A resident can be an applicant.

Mr. Dryburgh: Would they have the right to close that pool to you during that party, is that your question?

Resident (Watson Court): Yes.

Mr. Greenstein: Yeah.

Mr. Dryburgh: I think they do, yes. As would you have a chance to have a party and close it to anyone else.

Mr. Greenstein: You would apply just like the resort would apply.

Resident (Watson Court): I do have a problem; the Homestead pool is trivial.

Mr. Dryburgh: It is trivial but again looking at how often we have the events there, almost never.

Mr. Greenstein: For example, and this is probably not an analogous situation but we have a non-resident user fee that was put in place a number of years back to make sure that if individuals who were not residents were using our facilities, they pay the same fees that we pay.

Resident (Watson Court): I do remember that.

Mr. Greenstein: We had that free. We went to the expense of doing that, we have pamphlets applications and all that. But to this day, no one has ever decided it was worth \$3,000 a year to take a dip in the Homestead pool.

Mr. Dryburgh: Now they must reach over and unlock it.

Mr. Greenstein: We're working on that too.

Mr. Greenstein: Any other comments from the public?

Jim Pappas (7689 Heritage Crossing Unit 301): It's my understanding that if this party wants to pay \$1,000 for Seven Eagles, they'll be able to set whatever they want there. As a resident, will I still be able to go and use that pool on that day?

Ms. Adams: With Seven Eagles, the way that it's been handled in the past, that's a non-exclusive use of the facilities. Residents can still go into the restrooms, residents can still go into the fitness center, residents can go into the mail kiosk, and residents can access the pool or the bocce area. But this entitles the resort to use space outside of their footprint, that they own the actual food and beverage area, and they can set up tables on the greater pool deck area, and they've always managed the facilities having people on site that still allow for access to other amenities that are pertinent to the special event.

Mr. Pappas: As a resident, I would still be able to go there and use the pool?

Mr. Greenstein: Yes.

Mr. Pappas: Now, let's take that same scenario the pool in our backyard right here, and I guess that would be Heritage A. So if someone went and paid \$200, they're basically going to rent that space for the day?

Ms. Adams: Yeah.

Mr. Pappas: Again, will I be able to go into that pool?

Ms. Adams: Yes. For residents who have reservations to use these various pool areas, they have been for small birthday parties, small baby showers, small gender reveal for short number

of hours. There's not staff on site that manage resident access. It generally has worked out that both things can happen simultaneously. This reservation gives the applicant the ability to set up for their group at that space. Security is notified about the reservation, and if there were any kinds of concerns, security would be notified. We haven't had a lot of conflict between applicants who have a reservation and residents who want to use the amenities. If that becomes an issue, we really need to delve into this deeper, but historically for the past 15 years, that has not been an issue.

Beverly Pappas (7689 Heritage Crossing Road Unit 301): I live right in front of the pool and there have been parties there. I don't know if it was rented out or not, and people have made big messes there smashing cake all over the deck, throwing water balloons, leaving the whole area, pool included, with pieces of balloons. To me, that's an excessive amount of maintenance compared to what they do every day. I also agree that it should be a higher fee to kind of dissuade the idea of them to do that.

Ms. Adams: Board members, let me just say that the people who go through the application process and send in a damage deposit, and send in the rental fee, and sign the forms are likely not the ones who are causing the mess and the trouble. We want to set the fee so that it's a serious fee, but not that it's a deterrent from going through that process if people have the perception, they can just walk in and have a birthday party rather than go through this procedure that we're asking people to go through.

Mr. Dryburgh: Ma'am, do you have security's phone number?

Beverly Pappas (7689 Heritage Crossing Road Unit 301): I do.

Mr. Dryburgh: I would call them. As soon as you see a group gathering like that, I would just call the security. Call them up, have security come over and talk to them before the party gets going. You see 10 or 15 people showing up there and it looks like it's going to be a party, call them up. Security wants to know about that information. We did have a woman that was running her business through one of the swimming pools. She was having birthday parties and everything, and then she just disappeared. It was almost impossible for the residents to have access to the pool if they would have 30 or 40 people that are having a great time and leaving a mess. Security has been very active in ensuring that doesn't happen. Your point is good, it was a person that was ignoring rules anyway, irrespective of what we charge. The security would get on it right away. They have been excellent for that thing.

Beverly Pappas (7689 Heritage Crossing Road Unit 301): In addition, a lot of the people are renters. The owners know nothing because they are not here.

Mr. Greenstein: Right.

Ms. Pappas: They come in, they put the umbrellas up, they leave. We are constantly putting the umbrellas down if a storm pops up. We are down two umbrellas. We have another rod that's broken.

Mr. Scheerer: I was just there. What's the matter? I was just there yesterday.

Beverly Pappas (7689 Heritage Crossing Road Unit 301): Not yesterday.

Mr. Greenstein: Make a site visit Alan and check out the conditions.

Beverly Pappas (7689 Heritage Crossing Road Unit 301): My point is that we have to keep replacing them because people are careless and they keep breaking them. It is ridiculous.

Ms. Adams: Are there any other public comments related to the Rules of Procedure and especially events, policies, fees, etc. Does District counsel have any remarks on this?

Ms. Trucco: I'll just add, if you look to the special event agreement attached to exhibit A there were some additional protections that we've added for the District. They're pertinent to some of the comments that have been made so far. 8C states that the applicant is required to move all the trash and their property from the site and shall return the site to the condition that existed prior to the applicant's use. There's also a provision for damage to property, indemnification to the CDD so both of those will cover the District in the event that there's damage. We will require the user to indemnify the District and cover any cost, damage that we incur as a result of that. This is just an extra precaution. We're going to require them to sign these. GMS does a very good job of documenting the condition of areas that any vendor is using, I'm sure they will do the same in this event for use of these areas. We want to make sure we're clearly documenting the condition prior to their use, and then have someone go out from GMS. We work with them in other Districts and they do an excellent job of documenting that. I'm confident they'll do that here too. So if you have any questions, we can take them now if there's some particular type of revision you want, or the actual terminology and anything, just let us know.

Ms. Adams: The other consideration as it relates to fees is where we want to set the deposit rate. The Board has the ability to set any damage deposit up to \$500 plus damages. Initially, staff is going in with a recommendation of \$150 plus damages. This would be refundable based on the pre- and post-event checklist.

Mr. Greenstein: I think the pools themselves, if it's just a pool, it's probably fine. But I think Linear Park and Seven Eagles, we should probably set it at a \$500 rate.

Mr. Goldstein: I recommend you consider those pools be put to \$200.

Mr. Greenstein: \$200 for the pools.

Mr. Goldstein: One broken umbrella is going to run you probably \$85-\$90.

Mr. Scheerer: It's more than that.

Mr. Greenstein: Yes.

Ms. Adams: Plus damages.

Mr. Goldstein: Plus damage, yes.

Mr. Greenstein: Okay.

Mr. Goldstein: Plus damage is always hard to get out of somebody's pocket.

Mr. Greenstein: What I have written on my scribble notes here is basically the recommended rent or rate FY 2022 is proposed to be \$200 per pool. Seven Eagles is \$1,000, but I do believe Linear Park is something less than Seven Eagles. I'm saying \$750. The deposits are \$150 for the pools.

Ms. Adams: \$200.

Mr. Greenstein: That's right, \$200 for the pool and then \$500 deposit for Linear Park and Seven Eagles. Are we good with that?

Ms. Adams: Is there consensus on the matter of Linear Park being rented at \$750 per rental incident?

Mr. Goldstein: Yes.

Ms. Adams: Alright. Then we're ready for a motion to approve Resolution 2022-01. Any further discussion? Hearing none,

On MOTION by Ms. Hobbs, seconded by Mr. McKeon, with all in favor, Resolution 2022-01 Adopting Chapter IV to the Rules of Procedure Special Events Policy, was approved.

On MOTION by Mr. Greenstein, seconded by Mr. Dryburgh, with all in favor, the Closing of the Public Hearing, was approved.

SIXTH ORDER OF BUSINESS

Consideration Items

A. Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2021

Ms. Adams: The next item on your agenda is an agreement with Grau & Associates to provide an annual audit. Each year the Community Development District is required to have an independent audit. This is an item that would be in compliance with Florida statutes. Previously, the Board met as an audit committee and selected Grau & Associates to perform audit services. They have a multi-year agreement. Each year they present an engagement letter that identifies the terms for the current year. If you look at your audit agreement that's presented in the agenda packet under Tab A on Page 4 right in the middle, it designates that the fee for the September 30th, 2021 your Fiscal Year 2021 independent audit will be \$7,700. Do we have a motion to approve?

On MOTION by Mr. McKeon seconded by Mr. Greenstein, with all in favor, the Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2021, was approved.
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B. Proposed Carriage Pointe and Reunion Village No Parking Maps

Ms. Adams: This next item is for discussion and Board member inputs. As Board members recall, at last month's meeting there was discussion about adopting parking rules for Carriage Pointe, as well as Reunion Village. The parking rule amendment does require a public hearing with a special notice and that has been noticed for your November 11th meeting. Alan has been working with the security team as well as the HOA staff and also one of our vendor partners Fausnight who's very familiar with Florida laws as they relate to parking rules, in order to draft that proposed no parking map for Carriage Pointe and Reunion Village. The situation at Carriage Pointe is that it is a zero-lot line type of housing, and the garages are very small and the driveways are very small. In some instances we have residents with multiple drivers and there has been a challenge for residents in that vicinity finding parking. The goal going into this was to identify and maximize the ability for on street parking. However, based on guidelines such as not parking near fire hydrants, not parking near certain items such as crosswalks, and because of the narrow design of the road, unfortunately there's just not a lot of safe street parking. Presented in the agenda packet under Tab B is a proposed map for Carriage Pointe. You'll see that the areas marked in red are areas where staff is proposing to prohibit parking. The areas marked in blue are areas where there can safely be designated parking spaces. In this instance, ultimately, staff will be

proposing, not only do we install the required no parking signage for statutory requirements, but we also actually mark out the parallel parking on the road with identified parking spaces.

Mr. Dryburgh: Assembly Lane has no parking on either side?

Ms. Adams: Assembly Lane where it stubs out there, there's just not safe parking because if somebody's parking on the street, it prohibits the ability for somebody to safely back out of their driveway.

Mr. Dryburgh: Okay.

Ms. Adams: However, where you see that little line mark where it says Tract C, it's not marked in here, but those are all parking spaces in there. There are probably six or eight parking places. This is the situation where it is what it is. It's an unfortunate situation. We have residents who live in this vicinity who own full-sized trucks.

Mr. Dryburgh: Well, and a lot of these people, I don't think they own there, I think they are renting there. We have one guy that has three families living in one condominium and they had six cars and the guy crossed the street to called me up and was not happy.

Ms. Adams: It is an unfortunate situation and what we're trying to do is designate safe street parking places which will allow for the free flow of traffic and also allow for emergency vehicle access.

Mr. Dryburgh: So we are going to get more aggressive in towing security?

Ms. Adams: Once the Board adopts the rules, then the next steps will be to install the signage and to amend the agreement with Bolton's Towing, and also, we may need to officially notify security services per agreement regarding towing enforcement. Once all of those steps are in place, we can issue parking violation notices and tow vehicles.

Ms. Hobbs: With everything else we could have just picked one side or the other.

Ms. Adams: You bring up a good point Supervisor Hobbs.

Resident: Who figured this out? Is there any way we can take some of those long gaps of red on the left side?

Ms. Adams: No, unfortunately not. What's at play there is the ability of vehicles to back out of their driveways and also the side of the road that the fire hydrants are on in some cases because of the clearance that we have to maintain around fire hydrants. It just is not feasible to put in any more parking. It's been reviewed by security staff, by the field operations manager, by HOA staff, and also by our vendor partner, all with the goal of trying to maximize street parking, understanding the situation, and there's just no safe way to do that. That being said, the reason

we're putting this map in here is Supervisors can take this map, review the area if you have any input, please get it to Alan or me within the next 10 days. From this, we will turn this over to the District engineer so that he can format it to be in a similar format of other reunion parking maps for continuity's sake, and then at your rule hearing, you'll have a final map.

Ms. Hobbs: Another quick question. What do you mean when you say it is not safe for someone to back out of their driveway? Do you mean they would not be able to back out if there was a car parked across from them?

A resident (Mr. Dowling): It is very difficult. I am one of those people who live there. When a car is parked right behind, one to the right and one to the left and I am a pretty good driver and it is very difficult for me to get out of my driveway. I live there. One thing that would really help is we have two open parking spaces, one by the pool and that can accommodate 8-10 cars and there is one by the dumpster that can accommodate 5-7 cars. They need to be restriped.

Ms. Adams: Yes.

Mr. Greenstein: That's a great point, yes.

Mr. Scheerer: Just a couple of things. The original parking plan that Tricia and I and security walked, that long red section had only three additional parking spaces and the problem is that they were behind another set of parking spaces. We were able to get more on the right side as you look at this diagram and keep more parking spaces. But it was recommended, as Trish alluded to, by the contractor, that we do not allow back-to-back parking because of fire rescue vehicles and the free flow of traffic would be impeded, as well as people trying to back out. There's already a plan to restripe all of Carriage Pointe. The entrance at Old Lake Wilson Road, the crosshatchings, the arrows, stop bars, all the parking spaces as Mr. Boyd alluded to the including the handicap spaces. There is a pedestrian cross-walk that we are actually going to realign from the pool to the condos. That would actually allow us to have an additional parking space there. All that's in the plan and as stated earlier, if approved, each location will be created with its own parallel parking space and will have the proper markings, similar to what is at the Terraces.

Ms. Adams: Thank you, Alan. That was good information. I wanted to just mention Supervisor Hobbs, you mentioned that this was not in keeping with the approach to many Reunion areas. You're exactly right. The other difference with this is the cul-de-sac. Typically, cul-de-sacs are not designated parking areas. They are for utility vehicle turnaround, and emergency vehicle turnaround, however, this is designed a little bit differently. There are already parking spaces

designated there that you don't see, but where there's that little mark out area marked C, and then also it's been identified that we can certainly make some additional parking down there to relieve residents.

Mr. Greenstein: Good.

Mr. Scheerer: I can spend time with any Supervisor. As Tricia said, within the next 10 days, I'll be happy to meet with you. We can show you the exact layout because it was done in partnership with the HOA. Just reach out to me and let me know what works for you.

Ms. Adams: The signage that the HOA installed will be all removed as part of this process. This map is subject to revisions but hopefully we'll have a nice final map for your rule hearing next month. The next map is for Reunion Village. Since we needed to notice a rule hearing, it made sense to also include Reunion Village. This map is more in keeping with the other areas of Reunion where we approached it trying to identify one side of the street that could have parking. However, one thing that Alan and I noticed is at these quads where there's four houses lined up, where their rear lots are back-to-back, there is no space between the driveways, so there's no ability to park on the street without actually blocking somebody's driveway. There should be absolutely no parking on those driveways. Also, no parking on one side of the street that is parallel with I-4. It's a little bit hard to see on this. But that other side, you can safely park on the street at the end of these five residential housing blocks.

Mr. Goldstein: If we're looking at I-4, you're saying the first section we come to.

Ms. Adams: Yeah. Where it's red is no parking, which is closer to I-4. Exactly.

Mr. Greenstein: Yeah. The street that parallels. The main artery that parallels I-4, we can work with. But inside each of those streets is where you have clustered houses that as Tricia said, they're basically back-to-back so there's no way to bring their cars down the street. It's an alley. It's basically an alley.

Ms. Adams: Yeah.

Mr. Dryburgh: We're only dealing with that section at this time?

Ms. Adams: Yeah. Unfortunately, although we have a layout and design for future areas, these are really just dirt right now.

Mr. Scheerer: The infrastructure is installed. They've got the base in. They've got the curb in. They're slowly trying to get the roads in but there's no homes. Again, if a Supervisor would like to go for a ride to look at Carriage Pointe we can go anytime.

Ms. Adams: They're asking about the future phases. When Alan and I drove back there, we just couldn't access it to where we felt confident in designing a no parking map. We hoped to do that so that we could just take care of it, not need to address it in the future but unfortunately, we just don't have enough field information right now. This is the proposed plan. We don't know that ultimately the layout will look the way that it's presented here. But this first section, we're very confident about.

Mr. Greenstein: Yeah. For the first section, it's fine.

Ms. Adams: Any comments from District counsel or District engineer? Any further comments from field staff or security? We'll just be seeking Board member input on these matters, and we'll be bringing back nicer looking maps thanks to the District engineer or his designee for next month's meeting.

C. Aquatic Plant Management Agreement with Applied Aquatic Management Inc.

Ms. Adams: The next item is an item for Board action. Each year, the Board has approved an annual agreement with Applied Aquatic. This agreement is being presented to extend the 12 months of service in conjunction with your new fiscal year. This agreement does not contemplate any compensation increases. The budget has been built on this proposed amount and District counsel has prepared a legal addendum in order to protect the District, and in order to incorporate any new laws such as E-Verify into the language. Staff would be seeking a motion for Board approval.

On MOTION by Mr. Greenstein, seconded by Ms. Hobbs with all in favor, the Aquatic Plant Management Agreement with Applied Aquatic Management Inc., was approved.
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D. First Extension and Amendment to the Amended and Restated Security Provider Agreement with the Reunion Resort & Club of Orlando and the Master Association, Inc.

Ms. Adams: The next item on the agenda is an extension, an amendment to the security provider agreement with Reunion Resort. This agreement runs in tandem with your fiscal year, and so this agreement would be from October 1st, 2021 for an additional 12-month period. There are no proposed changes to the compensation, but I will note if you look down midway through the agreement on point number four, we have been discussing with Reunion security and with Reunion POA and their budgeting process, the correct time to begin to staff Reunion Village

Gatehouse. This is based on property closings and planned closings in that area. Right now, that tentative date is January 2, 2022. Up until that time, the gate arm will be left in the upright position in order to allow resident and other access. Kristen, do you have any comments regarding the agreement?

Ms. Trucco: No. Unless there's any questions, but this is just a straightforward amendment extension. All the terms of the original agreement are still in place.

On MOTION by Mr. Greenstein, seconded by Mr. Dryburgh, with all in favor, the First Extension and Amendment to the Amended and Restated Security Provider Agreement with the Reunion Resort & Club of Orlando and the Master Association, Inc., was approved.

E. Proposal from Access Control Technologies for Pool Gate Installation

Ms. Adams: The next item is a proposal for a pool gate installation at Carriage Pointe. I don't believe the service location is identified on this proposal. Alan, would you like to present this proposal to the Board?

Mr. Scheerer: Sure. As Mr. Dryburgh alluded to earlier of people reaching over the gates, I've mentioned that we have been reaching out to other vendors. Access Control Technologies, literally in their name, made a site visit with me about a week ago to re-go over all the pools. They feel confident that they can replicate what was done in Seven Eagles with a closer and if this closer works and the Board approves that this will work, we'll add it to Seven Eagles as well. Once again, to raise the height of the entry gates at the pool locations to five feet with a handle for the gate access at three feet to help prevent reach over and unapproved access for those that don't have cards. It's around the same price, maybe a little higher than what we paid for Seven Eagles and I don't know if that's because of the current market and economy, but the gates down there have a lot more decorative parts to them. They're actually trying to replicate the exact gate, and be as close as they can to that bronze color that is at the pool gates because they are bronze and black. Again, I would only recommend doing one to make sure we're good and if the Board so chooses, I'd recommend that we do Carriage Pointe pool first because they're by themselves. They seem to have a little bit more issues with people coming in that don't belong from what I've heard and ACT is a reputable company. They're already doing all the repairs there.

Mr. Dryburgh: How high is the fence that goes around the pool?

Mr. Scheerer: Four feet. All of the pools here are four feet.

Mr. Dryburgh: The next issue will be if they decide to just hop the fence?

Mr. Scheerer: There's a lot of landscaping around all of our pools, it's not going to prevent anybody that wants to get into the pool from getting in the pool.

Mr. Goldstein: With the shrubs right up against the fence out of Carriage Pointe, it's very difficult to climb that fence. Very difficult, but the gate is much too short. There's a lot of people off the street.

Mr. Dryburgh: Yeah. I'm assuming that the lock we're putting on will work.

Mr. Scheerer: The exact same lock. We had one replaced at Seven Eagles. I'm getting that for engineering, and they're going to use that as a template. It will all have to be constructed. It's going to have to be fabricated, and it's going to have to be powder coated. It's going to be a process. If the Board approves this agreement today, I'll try to get a schedule from ACT as to how long it'll take for them to put it in.

Mr. Greenstein: Is it brown-brown or bronze-brown?

Mr. Scheerer: It's bronze.

Mr. Greenstein: It's not black.

Mr. Scheerer: All the other pools have been there for 15 years, so they're quite faded. You're not going to get the faded look. You're going to get the polished look.

On MOTION by Mr. Goldstein, seconded by Mr. McKeon, with all in favor, the Access Control Technologies for Carriage Pointe Pool Gate Installation, was approved.
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F. Landscape/Grounds Maintenance Agreement Extension with Yellowstone Landscape-Southeast, LLC.

Ms. Adams: Board members, the next item on the agenda is an extension and an amendment to your landscape and grounds maintenance agreement. There is a copy of the agreement included on the Tab F of your agenda packet. This is simply a 12-month extension to your current landscape service agreement. Again, this runs in tandem with your fiscal year and so this time a year, you see many of these service agreements that are presented for renewal. There are no changes to the term of the agreement and Kristen, did you have any other comments?

Ms. Trucco: I think you've covered it. It is the same indemnification, insurance, and these provisions, everything that's in the original agreement is going to carry over for the additional year.

On MOTION by Mr. Greenstein, seconded by Mr. Goldstein, with all in favor, the Landscape/Grounds Maintenance Agreement Extension with Yellowstone Landscape-Southeast, LLC., was approved.

SEVENTH ORDER OF BUSINESS

Ratification of Memorandum of Understanding with Duke Energy for Removal of Trees

Ms. Adams: The next item in your agenda packet is the ratification of a Memorandum of Understanding with Duke Energy. This item has been executed by the Chairman of the Board. Were they relocating the utility lines for this project?

Mr. Scheerer: They have to relocate the utility transmission lines and remove the three magnolias in the median.

Ms. Adams: Yes. So you may see the diagram included in your agenda packet. Alan met with Duke Energy on site. They do have an easement agreement for maintenance in this area. Unfortunately, there are these four magnolia trees that are very mature and beautiful but those had to be removed for the course of this utility project so we're seeking a motion to ratify this. The agreement has already been executed by the Chairman.

On MOTION by Mr. Dryburgh seconded by Mr. Goldstein with all in favor, the Memorandum of Understanding with Duke Energy for Removal of Trees, was ratified.

EIGHTH ORDER OF BUSINESS

Ratification of Series 2021 Requisition #1

Ms. Adams: The next item on the agenda is the ratification of the bond requisition. This is the Series 2021 project for Reunion Village. This is bond requisition number 1 for series 2021 in the amount of \$10,135,184.34. This requisition has been reviewed by District Counsel, District Management staff and most importantly by the District Engineer. Any remarks Steve, before the Board ratifies?

Mr. Boyd: We went through all the items included to verify that everything in accordance with the Engineer's report and the capital bonds that were issued.

Ms. Adams: You have a motion to ratify? Any questions?

Mr. Goldstein: Take a moment to look through it.

Ms. Adams: Absolutely.

Mr. Goldstein: This is not a ten-thousand-dollar question.

Ms. Adams: Yes.

Mr. Goldstein: It's a little bit bigger.

Ms. Adams: You'll see this includes several years of work.

Mr. Boyd: It includes all of the design and construction cost associated with the infrastructure of this project.

Mr. Greenstein: You'll see it's Spectrum and Reunion Village.

Mr. Dryburgh: Yes, I see that. What in the world is a mailbox solution for \$95?

Mr. Goldstein: I'll have to look at that.

Mr. Dryburgh: That means they can't use their cards to get mail.

Ms. Trucco: I can just add to that that the Board approved the conveyance documents related to this requisition last month.

Mr. Goldstein: Yes.

Ms. Trucco: Which we are in the process, we've just signed off, I was emailing Tricia about it yesterday, signed off on the title work. Now that Steve's signed off, we have all the signature pages so we can proceed with recording those deeds and we also have signed off Bill of Sale to transfer the actual property and improvements that are related to this requisition to the District so we own it.

Ms. Adams: So that was the action the Board took last month that was subject to staff verification and completion and Kristen has been working on that diligently.

On MOTION by Mr. Dryburgh, seconded by Mr. Greenstein with all in favor, Series 2021 Requisition #1, was ratified.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

i. Presentation of Memorandum on Wastewater Services and Stormwater Management - ADDED

Ms. Adams: We're down to the staff reports and Kristen does have a memorandum regarding the District storm water system.

Ms. Trucco: I think that they are included in your agenda today. This is a memorandum regarding a new law that is effective as of July 1st and it requires all of the cities, counties, and special Districts, which the CDD is considered a special District to prepare a report regarding its storm water systems and its wastewater systems. It's called a 20-year needs analysis report.

Mr. Dryburgh: Twenty-year?

Ms. Trucco: Twenty-year, it's a 20-year projection and we have a duty to update it every five years and it is due to the county by June 30th, 2022. So there are some details on page two of the memo. Those are all of the requirements for the report. We've reached out to a couple of the District engineers that we work with and they've said they're comfortable preparing this type of report. In fact, some of this information they already have at hand, so what we're recommending to the District is for the Board to ask Steve and his team to prepare a proposal. After they've reviewed the requirements, to prepare a proposal and bring it back to the Board some time prior to January 1st. There's no magic in that number, it's just a ballpark idea so that it gives the District some heads up if we need to seek out other vendors for information to complete this report prior to that June 30th deadline. GMS may also incur some additional costs and I recommend that Tricia work with her team and come back with a proposal to the District if they feel that they would also incur an additional cost to prepare this type of report.

Mr. Goldstein: We talked about the fact that every CDD, every special District has to go through this process so there'll be a consensus approach to it, a boilerplate format for it, to minimize the cost.

Ms. Trucco: Hopefully, the cost will be minimal. There's one update that I had promised and I want to make sure that I touch on it, it is the agreement between Kingwood and the District regarding the irrigation system. We have sent that draft agreement with our revisions in it, we're working with them. They're cooperating with us. We've asked them to quantify expense and investment that they put in. They're working on gathering that information for us and we are going to continue to keep you updated but for right now, I can just report they are cooperating with us and we're working on revising that revision because I think that's fair for both parties.

Mr. Goldstein: So we are moving in the right direction?

Ms. Trucco: We are moving in the right direction, yes. We will keep you updated on the status of that agreement. That is all I have. Thank you.

Mr. Dryburgh: Thank you.

B. Engineer

Ms. Adams: Steve?

Mr. Boyd: I don't have any real updates on anything now. The survey for the additional gate has been authorized and I have not received an update. I'm following up on that.

Mr. Greenstein: Tom, what we're talking about is a survey of the land at Reunion Village on the Reunion Village side of the Davenport Creek Bridge. There will be access control, resident access controls, to go to and from Reunion Proper over that bridge. In order to adequately control the traffic and not create a situation where people have to make U-turns or anything else if they're not authorized to get over the bridge. There has to be bridge control on both sides. Leaving Reunion so there will be no cut-throughs as well as coming into Reunion from Reunion Village. We had a plan originally that had gates. Both of the gates were on one side of the bridge and I don't think that's going to work. We've commissioned our engineer to get a survey to see what land is available that can be used to adequately stop traffic, make them scan their card or prox card or whatever, and then they'll be able to proceed over the bridge. If you're not authorized to proceed over the bridge, you'll be able to make a U-turn and come back out on 532. That's what we're working on.

C. District Manager's Report

i. Action Items List

Ms. Adams: Under District managers report included in your agenda packet under tab D, number 1 is the action item list and the first item on the action item list is the irrigation turnover. You've already had an update from District counsel regarding the status of the agreement and communication back and forth. The next item after that is the Reunion Village Davenport Creek Bridge and we've just heard an update on that. With Seven Eagles management, there are several things in play at that facility right now. Board members authorized the repurposing of that room to a functional fitness area and the Board also authorized some construction services so that space has now been painted. There has been some trim work installed, there has been new flooring installed, there has been some clean-up of the restroom areas in the general facilities. Alan has also been working on ensuring the lighting and HVAC are functioning properly. Alan and I recently met with a vendor who is going to be providing a proposed equipment list as well as layout and design for that space. We're planning to re-purpose some equipment from the existing fitness center into that space and then to add some additional new equipment. That scope will be sent out for competitive proposals and we're hoping to have competitive proposals ready for your

November 11th meeting. The one item that is still pending that was part of the approved construction is the installation of a mirror on the wall that's closest to the pool area. If you go in that room and you see that wall, it looks a little different than the others and there's not the trim on there. They're waiting for the mirror installation. This is the same contractor doing the mirror installation who did the other work.

Mr. Scheerer: I think it's subcontracted with a mirror company because we have to cut out for outlets. It is not something he can do. I was told they would be in yesterday. I'm trying to find out. It is any day now and then that one will be complete.

Ms. Adams: Ready for equipment.

Mr. Scheerer: It looks good.

Ms. Adams: Yeah. Along those same lines, speaking about the fitness center and Seven Eagles, after the Board took over direct management of that facility, we did engage fitness services of Florida for a preventative maintenance agreement for their fitness equipment in that space that they've been performing preventative maintenance visits every other month and then also any additional calls if needed if a popular piece of equipment was down. They have recommended that based on the usage that the District increases from six preventative maintenance visits a year to 12, so I asked them to provide a proposal and I'll be bringing that back to the Board at a future meeting. But that equipment in that center is getting a lot of use. It's a very popular space and it's well used so that's a good thing. You have recently approved fees for renting Linear Park and Seven Eagles so a lot of these things that we can start to take off the list as we finalize the management transition for Seven Eagles. The next item I'm not going to discuss in detail because Victor Vargas is here and I believe that we'll discuss this under security reports. Included in your agenda packet is a list of recommendations provided by Osceola County Sheriff's Office that we'll go through in detail with Victor Vargas who's the director of security to determine if anything needs to be added to the action item list or if we can continue the status to be on hold. You've already had an update regarding the pool gate access that today the Board approved installation at Carriage Pointe so we'll update the status section of this item for pool access gate improvements. The roads being sold is on hold. The Seven Eagles pool furniture I can take off the list, it's completed. I just wanted to make a note, it was completed. It looks good. The furniture had been delayed on several occasions so we weren't holding our breath but happily it did arrive mid-September and was immediately installed. Kristen, are you still waiting for the revised map from GMS to go back to the county? I think I have it.

Ms. Trucco: Oh, that's right. The county requested it.

Ms. Adams: Board members, as you understand, the Board approved the proposal of an amendment to the landscape maintenance agreement with Osceola County. Osceola County has come back to District counsel and requested a more detailed map so Alan has been working with Yellowstone in order to prepare a detailed map of the area that we're asking to be relieved of maintaining. The plan is to be relieved from maintaining the south side of the road for the District to continue to maintain the vegetated median and the side of the road closest to Reunion. We're working on that map, we'll get that to District counsel who can, in turn, get that to the county with the hopes that this agreement can get settled and presented to both parties. The original map that the county provided also left something to be desired but we're working through that. Then once we have the agreement in place, we will notify the commercial projects on that side of the road that the District will not be maintaining the landscape improvements. We're also waiting to hear back from the county. It's possible if they notify us in writing that we could be required to uninstall the improvements, we won't know until we get that communication back from the county. That's where we are with that.

Mr. Goldstein: When you say, uninstall the improvements, most of the south side now has been ripped up by the contractors who are installing buildings on the south side. The only thing that we would have left would be water. Why would we uninstall the pipes? Just leave it. That project cost of hundreds of thousands of dollars every month that goes by is less and less because they just keep ripping up more and more.

Mr. Scheerer: There's been some isolation valves installed so whenever that's approved, we can just turn it off. Yellowstone has already done it once. They got in there and we cut the main line off and irrigation to the south side of the road.

Mr. Dryburgh: That will save \$100,000. That's fabulous.

Ms. Adams: The Duke streetlights are in process. Duke has notified the District that they may be out working overnight in order to catch up on projects so security is aware that residents might see workers in the wee hours of the night changing out streetlights.

Ms. Goldstein: Will they also be doing the Reunion properties such as the clubhouse in that area?

Mr. Greenstein: No.

Mr. Scherer: That is a separate agreement. We only did the CDD agreements.

Mr. Greenstein: It's not ours.

Ms. Adams: Board members, I added this to the action item. You just had an update from District Counsel regarding the property conveyance at Reunion Village. It's especially noteworthy for the Board because in the future you will be seeing service agreements for the areas that are conveyed to the District. We're not there yet. The developer is continuing to maintain those areas, but eventually you will see pond maintenance agreements, landscape maintenance agreements, etc., for that area.

Mr. Dryburgh: Was that included it in the budget?

Ms. Adams: Yes, the new areas are included in the budget. Security improvements at Carriage Pointe: this project was approved last month. We are working with District counsel, who's in the process of reviewing the agreement provided by Envera for the installation of security improvements as well as ongoing monitoring. We're also engaging with the District's access control provider. The controls that will be installed are the same controls that are used at other Reunion entrances. Any questions on that project? The appointment to seat 3 has been completed and will be taken off of the action item list. The parking rules, we've already discussed in detail. Now that the fiscal year has started, Alan and I will be working on a capital project tracking list to include with future meeting agenda packets. Any questions on the action item list or anything that Board members would like to see included that wasn't included?

ii. Approval of Check Register

Ms. Adams: The next item on the agenda does require Board action. This is approval of the check register under Tab 2. There's a summary check register from September 1st through September 30th, 2021. The detailed check run summary is behind the register. The total amount is \$284,875.72. Happy to answer any questions. Otherwise, we would be seeking a motion to approve.

Mr. Greenstein: Nothing unusual. Motion to approve the registers as presented.

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh, with all in favor, the September Check Register was approved as presented.
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iii. Balance Sheet and Income Statement

Ms. Adams: Your balance sheet and income statement are also included in your agenda packet for Board member review. These are unaudited financials; no action is required. It does include your cash balance sheet for your general fund, your replacement and maintenance fund,

as well as notifications regarding your debt service funds. It includes the general fund through August 31st, 2021 with your pro-rated budget as well as your actuals.

iv. Status of Direct Bill Assessments

Ms. Adams: We also included information regarding your direct bill assessments. You are fully collected for the past fiscal year.

Mr. Greenstein: Always a good thing to do.

Ms. Adams: Yes, always a good thing.

D. Security Report

i. 41 Parking Violations and 2 Vehicles Towed

Ms. Adams: Under security reports, I'll just start out by mentioning that the parking violations were sent to Board members in detail for the month of September. A summary would be that there were 41 parking violations issued and that two vehicles were towed. Do you have any further comments regarding parking? Hearing none,

ii. Review of Security Assessment Provided by Osceola County Sheriff's Office

Ms. Adams: The next item is review of the security assessment provided by the sheriff's office staff. This item was deferred because Board members wanted to get Victor's input regarding suggested improvements. Included in your agenda packet under Tab 2. I'm just going to summarize. The first item relates to the pool gates and the sheriff's office was recommending taller pool gates, which is currently in process.

Mr. Greenstein: Yep.

Ms. Adams: There's now been a taller pool gate installed at Seven Eagles. Earlier today the Board approved installation of a taller gate at Carriage Pointe. If that's successful, we'll be able to present proposals for the remaining CDD pools. I should also say that one action that the Board took this past year was the installation of cameras at the pool deck. Again, that was in tandem with this proposal which had been presented a year ago regarding pool cameras and other measures to control unauthorized use of the CDD pools. They also are suggesting what I would characterize as hostile vegetation to be considered in areas where potentially people are jumping pool fences. That can be a consideration rather than just having the hedges, something that is thorny like a bougainvillea could be considered. Moving down to the fourth paragraph, this identifies property nearby 7/11 where there's no fencing and I think this in particular, as well as

the property at the end of Sandy Ridge that is not CDD property, these are areas that the Board members wanted feedback from security in the course of security observation and security patrol, how often they see foot traffic accessing Reunion.

Mr. Scheerer: But please understand that everything on Old Lake Wilson Road is accessible to Reunion, it's not fenced.

Ms. Adams: Yeah.

Mr. Scheerer: Everything going down 532 is all wide open as well. Foot traffic is another thing I know over the years we've addressed some security concerns by planting additional trees by the Terraces retaining wall there. Anything on the golf courses is wide open, 532 is wide open, all the way down.

Ms. Adams: Yeah. One thing that Alan is alluding to that if we start with this area that perhaps was recommended by the sheriff's office, there may be no end to it in terms of budgeting and allowance for barriers.

Mr. Greenstein: You can't close this in.

Ms. Adams: Yeah.

Mr. Dryburgh: No, I don't think it's CDD responsibility to be worried about closing us in. That would be Reunion master looking at the whole project and security issues. All we can do is look at what we can do for the pool.

Ms. Adams: That area behind 7/11 was noted. Also, the end of Sandy Rich Drive, there's a parcel there. This parcel is not District property. If you drive up there and you drive to the end of the parking lot, you can see where there may be golf cart traffic or service vehicles that are going through there.

Mr. Scheerer: There used to be plastic yellow chains running along that. The chains are down but again that's Common Association Property, it's not CDD property. There's a retention pond on the back of that but it is CDD, but it is well landscaped behind owner's utility lines.

Ms. Adams: Victor can probably speak to the security vulnerabilities if that's an area that you see foot traffic or other traffic even.

Mr. Vargas: We see some foot traffic from owners. At other times the traffic is backed up, so vehicles sometime like to cut there, especially in Sandy Ridge, that entrance. We need to secure that area.

Ms. Adams: That information security can convey to the HOA regarding their ability to install a chain.

Mr. Goldstein: Did we have break-ins in that area at all?

Ms. Adams: No. I'm just stating that for the record since we are recording. Victor shook his head "no."

Mr. Greenstein: We basically monitor these areas, and they come up in the security assessment whether the property that's supposedly vulnerable is ours or not. But most of these don't have easy solutions. Again, if for some reason, there was a pattern of a problem occurring, then we address it.

Ms. Adams: Then the very last recommendation from the sheriff's office was a device to deter traffic from backing up at the entrances. Board members, as a result of this discussion, do we want to remove the security items from the action item list or do you want to just keep it there on hold?

Mr. Greenstein: I think we've addressed the issues, the actionable ones, so I would take it off.

Ms. Adams: Okay. We'll take that off the list, absolutely. Sounds good.

Mr. Greenstein: Before we know it, there will be another assessment.

Ms. Adams: There you go. Sounds good.

TENTH ORDER OF BUSINESS

Other Business

Ms. Adams: Is there any other business? Hearing none,

ELEVENTH ORDER OF BUSINESS

Supervisor's Requests

Ms. Adams: Are there any Supervisor requests? Mr. Chairman, this is not a scheduled public comment period, but we do have a member of the audience who is indicating the desire to speak. Would you like to designate a public comment period?

Mr. Greenstein: Public comment period so designated.

Ms. Adams: Could you please state your name and address for the record?

Resident (1106 Watson Court): I think I want to address this question to counsel. Basically, the question is, does the Board, if it so chose, have any legal ability to address this proposed extension of Poinciana Parkway going right past our property and connecting with I-4? Can you sue for damages first of all, or alternatively, can you challenge what I consider to be their unilateral decision on the routing? I went to a meeting about a year ago, and there were five

options. I come back after my summer vacation and they've just chosen the option that goes right by my backyard, Mark's backyard. All kinds of property here. That's not going to be a minor.

Mr. Goldstein: They chose almost the most expensive choice they can make, but it's a surprise to you, I'm sure that it stays within the county, and therefore they get fees for every car on that road in the county. If they'd taken the other choices, it would have been shared to Polk County and somehow, that wasn't acceptable.

Mr. Julius: Which then raises the question of, this might be a government agency, but it's a toll agency. Can we challenge them? Can we sue for damages?

Ms. Trucco: I don't know. I don't know all the detail about that, so I'd have to look into that issue if the Board was interested in legal counsel. Is it Osceola County that did the expansion? Is that correct?

Mr. Goldstein: It's Florida Expressway.

Ms. Trucco: Okay. That is a state agency, so they do have the power to condemn property and go through eminent domain proceedings, they probably did. Then it was also probably before the Osceola County Board of County Commissioners, which allows for public hearing period, so it's probably already voted on by the County and approved if it's taking place or already is in process of occurring right now. We would have to look into the specifics to see if the rules were followed.

Mr. Julius: Okay.

Mr. Greenstein: Technically, I think if we look at the project timeline, I believe the extension itself, that last leg, is still in the PD&E study phase. What they approved and what will happen is the extension of Poinciana Parkway, before it comes into Polk County on Kinney Harmon, it's going to make a right turn, and it's going to basically parallel OBT, and it's going to come across Old Tampa Highway, where the railroad tracks are, just up on our side of it, up the way a little bit, there will be the entrance for getting on to Poinciana Parkway. So their whole discussion is, how does it go from that point to get to I-4 in effect? The county seems to be pushing and the Expressway Authority, as John said about the revenue piece, wants it connected into 429. That puts it between the back of our property, Reunion Golf Course property, and Island Village by Celebration. The other possibility, which as far as I know, is still a possibility, is to just bring it down 532 and create an Osceola Parkway type effect with an elevated roadway going over Old Lake Wilson crossing with service lanes. That's less costly, but it's far less desirable, I guess, because it changes the whole landscape of the area. So I would just say, we're trying to keep

ourselves aware of what's happening and there will be another notice, probably, for when they get serious with picking one route. Today they came and talked to us. The consulting firm for the county came to talk to us about the Sinclair Road Extension Project. That is just getting going as far as a PD&E study, and that's going to be probably three years down the road when we actually see it happen. We haven't seen the extension of Poinciana Parkway from Kinney Harmon to 532.

Mr. Julius: So aside from whether they followed their own rules, if we assume they did, there's really nothing we can do?

Ms. Trucco: I don't think we can defend the answer without really looking into the facts of it. One other consideration that comes into play with these types of issues is whether there was something recorded, like a recorded plan, or development PUD, something that was recorded at the time you purchased your home to put the public on notice of a possible extension or something like that. Is this what we are working with? Potentially, state agency, they do have the power to proceed with the domain, etc. But I will say that they are likely just to have hearing times at Osceola County or whatever county you're dealing with, where the public has an opportunity to come forward and many residents do come forward and say, I'm opposed to this for these reasons.

Mr. Julius: One final follow-up question. If I can point to this map, does the CDD own this property? Is this our property? Because if you force this extension to come out here, it's much farther away. My understanding is they're going to try and run this road right past the Golf Course. Literally, I could hit it with a good drive. So my question is, do we own this property?

Ms. Adams: The District boundaries are identified on the District website, reunioneastcdd.com. It has the District boundaries on there. I'm not sure how that relates to this map here.

Mr. Julius: So my question basically is, if they come back to us with this Board and say, we want to purchase this property for our road, is that a possibility?

Mr. Goldstein: Well, they purchase or they take. Remember eminent domain, it was an issue that they can apply.

Ms. Trucco: They have to be a member of government for eminent domain.

Mr. Julius: They really could just take it?

Mr. Greenstein: Yeah.

Ms. Trucco: They have to go through a court proceeding to do that.

Ms. Adams: Mr. and Ms. Julius, we are recording the meeting, so what I'm going to ask is if we close the public comment period, and staff and work with you outside of the meeting. I

do happen to have the name of the person who's seeking public input regarding the Poinciana Expressway extension, as it impacts this District, so I'll be happy to provide that to you if you can give me an email address.

Mr. Julius: Alright.

TWELFTH ORDER OF BUSINESS

Next Meeting Date

Ms. Adams: The Board's next meeting date is November 11th, at one o'clock.

THIRTEENTH ORDER OF BUSINESS

Adjournment

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



Secretary/Assistant Secretary



Chairman/Vice Chairman