

**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 13, 2022** at 1:00 p.m. via Zoom Communication Media Technology and at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum:

Mark Greenstein	Chairman
Steven Goldstein <i>via Zoom</i>	Vice Chairman
Trudy Hobbs	Assistant Secretary
John Dryburgh	Assistant Secretary

Also present were:

Tricia Adams	District Manager
Kristen Trucco	District Counsel
Steve Boyd <i>via Zoom</i>	District Engineer
Alan Scheerer	Field Manager
Victor Vargas	Reunion Security
Pete Wittman	Yellowstone Landscape
Garrett Huegel	Yellowstone Landscape
Residents	

*The following is a summary of the discussions and actions taken at the October 13, 2022 meeting. A copy of the proceedings can be obtained by contacting the District Manager.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Adams called the meeting to order at 1:00 p.m. and called the roll. All Supervisors were present in person.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Adams opened the public comment period. Resident Beverly Pappas of Heritage Crossing Way addressed the following:

- The pool clock was still not working.
- The sign at the pool needed refurbishment.
- There were raccoons in the area late at night.
- Questioned who was responsible for the landscaping in Heritage Crossing and at the overflow parking, as the grass was turning and there were weeds in the shrubs.
- The gate for the trash was broken and the HOA told her it was a CDD matter and the CDD paid for it.

In response to Mr. Dryburgh's question, Ms. Pappas was referring to the trash adjacent to the Heritage Crossing Community Center (HCCC), which was being used by non-residents, causing an overage in the cost of garbage pickup. Ms. Adams requested that Mr. Scheerer meet with Ms. Pappas after the meeting.

- During the holidays, trucks dropped off food and blocked the road. One truck ran over shrubs.
- Pool tiles were missing and the pool needed resurfacing.

Mr. Scheerer explained that they were having issues getting parts for the clock and kids were pulling the letters off of the pool signs, which staff was refurbishing. The landscaping around the HCCC, trash area and overflow parking were the responsibility of Reunion Resort/Kingwood under the Management Services Agreement (MSA). The CDD did not have an agreement with Waste Management for trash removal. Mr. Greenstein stated if the agreement was between the CDD and Kingwood, the CDD needed to point out the deficiencies to Kingwood. Mr. Scheerer verified that Kingwood was informed about it. Mr. Greenstein requested that Kingwood be continually reminded and, in the meantime, they would walk the area and decide what issues to bring up to Kingwood. The vast majority of issues were the responsibility of the Condo Association, but the CDD provided assistance to resolve certain issues. Mr. Dryburgh noted that the trash issue was a continual problem that needed to be addressed by the HOA. Mr. Greenstein suggested that Ms. Pappas get the license plate of the person dumping trash and provide to security. There being no further comments, Ms. Adams closed the public comment period.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the September 8,  
2022 Meeting**

On MOTION by Mr. Goldstein seconded by Mr. Greenstein with all in favor the Minutes of the September 8, 2022 Meeting were approved as presented.

**FOURTH ORDER OF BUSINESS**

**Consideration of Management Services  
Agreement Renewal for Heritage  
Crossings**

Ms. Adams stated as mentioned earlier, several years ago, the District entered into a MSA with Kingwood to manage the day-to-day operations of the HCCC. They also managed the calendar of events and rental schedule. The MSA expired on September 30<sup>th</sup> and last month, a month-to-month agreement was entered into, temporarily. Ms. Trucco reviewed the renewal terms for the MSA, which was included in the agenda package. The agreement was reviewed by Bond Counsel because public bonds were used to fund the construction of this facility. Bond Counsel approved it as well as Kingwood, who agreed to receive compensation from the District of \$16,250 per year for five years. In the first year of the previous agreement, the District paid \$48,750, then \$32,500 and \$16,250 for the final year. This would extend the agreement with all of the same other terms as the prior agreement.

Mr. Dryburgh recalled under the prior agreement, Kingwood discussed upgrading the kitchen. Ms. Adams confirmed that there was discussion, but it was not part of any official agreement. Mr. Greenstein was happy that the agreement was coming up for renewal so they could discuss maintenance requirements and benefits to the resort for managing this facility and suggested reviewing the issues and performing a walk-through of the property. Ms. Hobbs asked if the agreement included the stables. Mr. Greenstein confirmed that the stables were included. Ms. Trucco advised that there was an obligation for Kingwood to maintain the HCCC and stables to ensure that they were in good working order. Mr. Dryburgh asked if they would pay to replace the roof. Ms. Adams stated they would do minor repairs, but capital expenditures such as the roof replacement, would be the responsibility of the District. Under the MSA, Kingwood would collect the rental income for HCCC and remit a portion to the District.

On MOTION by Mr. Greenstein seconded by Ms. Hobbs with all in favor the Management Services Agreement Renewal with Kingwood for the Heritage Crossings Community Center as stated above was approved.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-01  
Approving the Conveyance of Real  
Property and Improvement from EHO  
Acquisitions II Borrower, LLC**

Ms. Adams recalled that a great deal of construction was underway at Reunion Village, which was tied into bond requisitions that the Board would be considering later in the meeting. There was a formal process by which the property was conveyed. District Counsel worked with the District Engineer and other staff to prepare the documentation. Ms. Trucco presented Resolution 2023-01, which was included in the agenda package and covered the platted tracts in Reunion Village, Phases 4 and 5 as well as the re-plat of Phase 3, which were to be accepted, owned and maintained by the CDD. Before the requisition was processed, staff recommended that EHO convey the property to the District pursuant to the Development Plan. The following conveyance documents were attached to the resolution:

- Special Warranty Deed and Bill of Sale, which transfer the real property tracts and infrastructure improvements from the developer to the District.
- Agreement regarding taxes and Owners Affidavit, whereby by the developer certifies that there were no outstanding taxes or encumbrances on the real property improvements that would hinder the District's ability to own and maintain those tracts or infrastructure improvements.
- Certificate of the District Engineer, certifying that the conveyance was in accordance with the original development plans for the District and the construction of the tracts and improvements were acceptable for the District to own and maintain. This was a requirement under the bond documents.

Ms. Trucco was waiting for confirmation from Mr. Boyd that the construction of the tracts was completed, which was a requirement of the CDD before they were accepted. Mr. Boyd had no issues with the tracts as they were common and stormwater management tracts and planned to do a final review next week, but in his opinion, everything was completed. Ms. Trucco spoke to the developer yesterday, who confirmed that a few tracts were not completed and would not be

conveyed at this time but agreed to enter into a Completion Agreement for the remainder of infrastructure improvements. Ms. Adams stated that the Field Services Manager was aware of the list of parcels for site review and were reviewing field conditions. As they take on maintenance responsibilities, it would trigger Landscape Service Agreements, Aquatic Maintenance Services Agreements and a change in the District's insurance property schedule. The CDD would file for tax exemption on these parcels.

On MOTION by Mr. Dryburgh seconded by Ms. Hobbs with all in favor Resolution 2023-01 Approving the Conveyance of Real Property and Improvement from EHOFF Acquisitions II Borrower, LLC. was adopted in substantial form subject to execution by the District Engineer.

Discussion ensued and Mr. Greenstein pointed out that the CDD would take legal possession of common area property such as stormwater management areas, roadways, recreation and open space; however, the residences were privately owned. Ms. Adams confirmed that all of the parcels were under review and if a License Agreement was needed in the future with the HOA for the mailbox kiosks, one would be entered into. Mr. Greenstein believed that the kiosks were included in the tracts already identified. If the District Engineer looked at the tracts upfront as recorded in the Property Appraiser records and Tax Rolls, they would not have to make any corrections later. Since the District was a tax-exempt organization, no taxes would be paid by the CDD for owning those parcels. Ms. Adams noted that this was consistent with the ownership and maintenance responsibilities for other areas of Reunion.

**SIXTH ORDER OF BUSINESS**

**Consideration of License Agreement with  
Kingwood for Use of Heritage Crossings  
Community Center**

Ms. Adams presented the License Agreement with Kingwood to use half of HCCC as a Fitness Center, which was included in the agenda package and asked if the Board wanted to consider a fee for Kingwood to pay for use of the HCCC. The District would be looking at potential revenue because the HCCC could be used as a rental venue. The fee for one day would be \$500. Historically, the District only generated \$10,000 in rental income over the past year due to COVID-19 and the lack of special events planned and suggested that \$2,000 per month was equitable. Mr.

Dryburgh felt that it made sense to give them a reasonable price if there was consideration on the wear and tear, such as Kingwood replacing all of the carpeting, as the wear and tear on a facility for a health club was far greater than occasional use for a wedding. Ms. Adams spoke with District Counsel last night and today regarding damage to the facility. This would be included in the final License Agreement. Mr. Dryburgh requested including in the agreement that Kingwood would bring the HCCC back to the standard.

District Counsel would review the terms of the License Agreement along with the protections regarding restoration of the facility and additional approvals and bring back to the next meeting. Ms. Trucco explained that this was a preliminary agreement and Kingwood was requesting 18 months to use the facility, but the Board could request the terms such as Kingwood replacing the carpet. Mr. Dryburgh felt that 18 months was reasonable, but voiced concern if the space was large enough to accommodate a Fitness Room. Ms. Adams noted that Kingwood would manage the room set up. Ms. Trucco suggested finding out if there were any current reservations for the entire space for the next 18 months. Ms. Adams confirmed that there were no current reservations at this time.

Ms. Trucco explained the purpose of the agreement, was for Kingwood to use the licensed area only for the stated use, which would change from storing the equipment to permitting members of Reunion Resort, CDD Members from Reunion East and Reunion West and non-resident user members to use the fitness equipment. Kingwood would not be permitted to prohibit the CDD's use of the space. Most important was indemnification stating that Kingwood would agree to defend, indemnify and save harmless the District from and against any liability stemming from their use of this space, a termination clause where either party could terminate the agreement with 30 days' notice and a requirement for insurance. There were also standard requirements for sovereign immunity, recognition of the Public Records Law and that the CDD was a governmental entity under Florida Law. At Mr. Dryburgh's request, a provision would be added to restore HCCC to its original condition. Mr. Greenstein suggested using the Encore Agreement for use of the facility as a Sales Center as an example. A provision would also be added that the facility would be inspected before the start and end of the term with the Field Operations Manager.

Ms. Trucco requested direction on whether the Board wanted to charge Kingwood for use of the space. Mr. Dryburgh wanted to charge a fee as there was no reason not to. Mr. Greenstein recommended discussing the fee once the agreement was finalized and include all salient points.

Ms. Adams wanted to have as much information in the agreement as possible for Kingwood's review and reiterated her suggestion of \$2,000 per month based on the District historically generating \$10,000 in rental income over the past year and not being able to rent half of the ballroom. Mr. Goldstein proposed charging \$1,500 per month. Mr. Dryburgh suggested seeing if Kingwood agreed to pay \$1,500 per month and if not, they needed to provide reasons why it should be less. The Board agreed. Ms. Adams suggested having a provision for the Board to approve the final proposal for the carpeting. Mr. Greenstein agreed because carpeting was not inexpensive and the current carpeting was not worn in the first few years that the facility was open. He hoped by looking at the installation of the fitness equipment and preparing for it, they could prevent issues that occurred when Encore used the HCCC as a Sales Center. Since this facility would benefit the entire community, Mr. Greenstein wanted to charge Kingwood a modest fee. Mr. Dryburgh asked Mr. Goldstein to see how the Westside Health Club secured their equipment and proposed including in the agreement that the carpeting would be replaced as determined by the CDD. After further discussion, this item was tabled to the next meeting so that the Board could receive the License Agreement in final form.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Audit Engagement  
Letter from Grau & Associates**

Ms. Adams presented an audit engagement letter with Grau & Associates to perform the audit for the Fiscal Year ending September 30, 2022, which was included in the agenda package. This was the third year of a five-year agreement in the amount of \$7,800, which was consistent with the budget.

On MOTION by Mr. Dryburgh seconded by Ms. Hobbs with all in favor the Audit Engagement Letter with Grau & Associates for Fiscal Year ending September 30, 2022 in the amount of \$7,800 was approved.

Mr. Greenstein felt that Grau & Associates does a great job and the fee was reasonable.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Series 2021 Requisition  
#5**

Mr. Boyd presented Requisition #5, which was included in the agenda package. It was for

infrastructure costs to cover the completion of the construction of Phases 3, 4 and 5 in Reunion Village. He anticipated the Board approving it; however, he asked for Encore to provide additional detail and a breakdown. Ms. Adams requested that the Board approve Requisition #5, subject to execution from the District Engineer. Ms. Trucco stated that Resolution 2023-01 was for the conveyance of those improvements. Mr. Greenstein had no issue with the approval as long as it was subject to review by the District Engineer and District Counsel, since it had to tie to the original funding. Ms. Adams felt comfortable asking the Board to approve the requisition in substantial form subject to staff review. Ms. Trucco suggested delegating authority to the Chairman to provide final execution. Mr. Dryburgh did not feel it was necessary as long as the District Engineer reviewed it. Mr. Greenstein offered to execute it, once there was legal counsel and engineering review and it was finalized, rather than waiting until the next meeting. Ms. Adams would then submit it to the Trustee.

On MOTION by Mr. Dryburgh seconded by Mr. Goldstein with all in favor Requisition #5 for Series 2021 was approved in substantial form subject to approval by the District Engineer and District Counsel.

**NINTH ORDER OF BUSINESS**

**Consideration of Gate Construction  
Proposal from Meyer Paving &  
Construction - ADDED**

Ms. Adams stated that the District was obtaining proposals related to the Reunion Village gate construction. There would be an access control security gate for resident only access between Reunion Village and other areas of the Reunion East CDD, on each side of the Davenport Creek bridge. Mr. Boyd received comments on the permit that may affect the final form of the proposal, but not the cost and provided a bid from Meyer Paving & Construction, the contractor that performed the work with Encore in Phases 4 and 5 and the north side of the bridge. There was one other contractor that was working in the 532 area, but they declined to bid, so this was the only bidder. The amount was close to the original budget, not including equipment, but an additional inspection fee must be paid to the county of 2.5% of the cost prior to the start of construction. There may be a change to this number before the final permit was received, but it would be within 10% of the final cost. Some minor comments were received from the county this week regarding street trees, which Mr. Boyd was working on, but it would not change or increase the construction



cost. The bid did not include the equipment, electrical or wiring that was required for the gates to become functional.

Mr. Dryburgh asked if the final cost was around \$160,000 or \$185,000, if the quote was off by 10%. Mr. Boyd replied affirmatively. Mr. Greenstein was pleased to see a bid from a contractor that worked on the roads and performed construction work within Reunion Village, which was the Board's intent. Ms. Adams requested that the Board approve the proposal in a not-to-exceed amount of \$185,000, subject to District Counsel preparing a construction agreement with all of protections for the District and authorization for the Chair to execute on behalf of the District.

On MOTION by Ms. Hobbs seconded by Mr. Goldstein with all in favor the proposal with Meyer Paving & Construction for gate construction at Reunion Village in a not-to-exceed amount of \$185,000, subject to District Counsel preparing a construction agreement and authorization for the Chair to execute on behalf of the District was approved.

**TENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Trucco recalled that last month, the Board approved a Release of Interest so that the CDD would not be a party to the Tohopekaliga Water Authority (Toho) Developer Service Agreement (DSA), which was requested by EHOFF. Toho approved it and released the District's obligation to sign the DSA. The Board inquired about the Reunion Phase 2 section as the county approved 100 townhome lots. The final terms of the Irrigation Agreement were being finalized with Kingwood. They would proceed with the conveyance approved earlier from EHOFF as part of the requisition. Title work was ordered on those tracts and reviewed to ensure there were no encumbrances or liens on the property.

**B. Engineer**

Mr. Boyd was continuing to work with Ms. Adams on the responses to the South Florida Water Management District (SFWMD) compliance issue. Mr. Randy Mueller completed his review and tacked on a permit conversion, which Mr. Boyd was going to handle. One stormwater repair was noted during their site visit, which he was working on with Mr. Scheerer. Mr. Dryburgh questioned the status of the Old Lake Wilson Road and Osceola Polk Line Road striping, as there

were no markings on the road and signs were hidden behind trees. It was confusing for people driving by Reunion and causing multiple accidents. Ms. Adams suggested that citizens contact Osceola County, as any work performed by the District Engineer was billable hours to the District. Mr. Boyd would drive through and send an email to the Transportation Department as a courtesy. In his opinion, the worst section was north on CR 455 approaching the Old Lake Wilson Road and Osceola Polk Line Road intersection. Mr. Dryburgh thanked Mr. Boyd. Mr. Greenstein agreed that the signage needed to be improved.

**C. District Manager's Report**

Mr. Scheerer presented a Hurricane Damage Assessment Report and thanked Mr. Vargas and his team and Yellowstone for being onsite during the entire event, GMS staff for moving pool furniture and umbrellas and Encore for their assistance. He had on the ground real-time information through the evening and first thing in the morning, everyone was assessing the damage. A large Oak tree was split. It would be adjusted today. Some trees were down on CR 532, between the fire station and the Reunion Village entrance. They were off of the sidewalk; however, additional work needed to be done. A Palm tree at Gathering Court and Excitement Drive fell down and Palms infected with disease, would be removed. Yellowstone was straightening some leaning Palm trees and performing some general cleanup items, which were completed. The community was now in good shape and Mr. Scheerer was happy that everyone in Reunion were safe. Pools were opened within 24 hours. Roberts Pools spent several hours at each swimming pool cleaning up debris. Their Preparedness Plan worked well.

Mr. Scheerer reported that the heat was on at all of the pools, but the Homestead pool, due to a fire. The pool company determined that the heater caused the issue. They were having a bigger problem getting TECO to come out and remove the lock. At this time, the pool was closed. They were working on getting TECO to come out and perform a line test. Mr. Greenstein thanked Mr. Scheerer for doing an outstanding job. Mr. Goldstein asked about the trees blown over behind Watson Court that homeowners were worried about. Mr. Scheerer received some requests to go behind houses at the end of the cul-de-sac on Watson Court. Trees were down but were not in danger of hitting homes. If any trees were a problem in the future, they would be able to drop the tree into the conservation area. Mr. Greenstein noted since it had not rained since the hurricane, roadways were dirty from debris and hoped they were now clean after last night's rain. If not, the

Board would consider what actions needed to be taken. The power washing schedule for the curbs and sidewalks was starting in November. Mr. Scheerer was meeting with the landscape company for Kingwood next week. Yellowstone would handle the issues once he started addressing the concerns.

Ms. Adams asked if the Board wanted to request resumes or Statements of Interest from residents that wanted to fill the vacancy on the Board for the four-year term. The Board could make an appointment effective November 22, 2022 but the Oath of Office could not be administered or anyone be seated until after November 22, 2022 when the four year term started. Mr. Greenstein requested this item for the November agenda. Mr. Dryburgh would like interested candidates to attend so the Board could ask questions. *Mr. Goldstein left the meeting.*

**i. Action Items List**

Ms. Adams presented the Action Items List, which was included in the agenda package. Regarding the security improvements at Carriage Pointe, Mr. Scheerer reported that Envera installed the conduits and were ready. The equipment from ACT was ordered and the installation would be coordinated between Envera and ACT. Mr. Greenstein questioned the type of equipment. Ms. Adams explained that it would be access controlled. Everything was monitored and recorded and there would be interaction with Envera through a remote guard. Residents could choose remote access to bypass the interaction. Mr. Scheerer noted that the setup was the same as the other gates. Ms. Adams suggested sending a preliminary email to residents stating that details were forthcoming and was meeting with the new Carriage Pointe HOA Manager next week. Mr. Dryburgh asked if there was any progress on the Old Lake Wilson Road project. Ms. Adams stated that the PowerPoint presentation was distributed to the HOA management company to forward to residents.

**ii. Approval of Check Register**

Ms. Adams presented the Check Register from September 1, 2022 through September 30, 2022 in the amount of \$289,603.51, which was included in the agenda package.

On MOTION by Mr. Dryburgh seconded by Ms. Hobbs with all in favor the September Check Register was approved.

**iii. Balance Sheet and Income Statement**

Ms. Adams presented the Unaudited Financial Statements through August 31, 2022, which were included in the agenda package.

**D. Security Report**

Ms. Adams presented the September Security Report from Mr. Victor Vargas, Director of Reunion Security, which was emailed to the Board. Ms. Hobbs asked if there was a person of interest in the golf cart thefts. Mr. Vargas did not have the details.

**ELEVENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**TWELFTH ORDER OF BUSINESS**

**Supervisor's Requests**

There being none, the next item followed.

**THIRTEENTH ORDER OF BUSINESS**


**Next Meeting Date – November 10<sup>th</sup>, 2022**

Ms. Adams stated that the next meeting was on November 10, 2022 at 1:00 p.m.

**FOURTEENTH 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