# Reunion East Community Development District

Agenda

*September 14, 2023* 

# AGENDA

## Reunion East

## Community Development District

219 E. Livingston Street, Orlando FL, 32801 Phone: 407-841-5524 – Fax: 407-839-1526

September 7, 2023

Board of Supervisors Reunion East Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Reunion East Community Development District will be held Thursday, September 14, 2023 at 1:00 PM at the Reunion Grande Tower, Meeting Room E, 7593 Gathering Drive, Kissimmee, Florida.

#### **Zoom Information for Members of the Public:**

Link: https://us06web.zoom.us/j/81019901423 Dial-in Number: (646) 876-9923 Meeting ID: 810 1990 1423

Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the August 10, 2023 Board of Supervisors Meeting
- 4. Consideration of Custodial Service Agreement Renewal with Kingwood Orlando Reunion Resort
- 5. Consideration of All Terrain Proposal for Stormwater System Repairs
- 6. Consideration of License Agreement for Dumpsters at The Stables
- 7. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Action Items
    - ii. Approval of Check Register
    - iii. Balance Sheet and Income Statement
    - iv. Replacement and Maintenance Plan
  - D. Security Report
- 8. Other Business
- 9. Supervisor's Requests
- 10. Next Meeting Date: October 12, 2023
- 11. Adjournment

Sincerely,

Tricia L. Adams District Manager

# **MINUTES**

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

The regular meeting of the Board of Supervisors of the Reunion East Community Development District was held on Thursday, **August 10, 2023** 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 GreensteinChairmanSteven GoldsteinVice ChairmanTrudy HobbsAssistant SecretaryJohn DryburghAssistant SecretaryJune WispelweyAssistant Secretary

#### Also present were:

Tricia Adams District Manager Kristen Trucco District Counsel

Steve Boyd (via Zoom) Boyd Civil Engineering

Alan Scheerer Field Manager

Garret Huegel Yellowstone Landscape Services
Pete Wittman Yellowstone Landscape Services

Victor Vargas Reunion Security

Residents

The following is a summary of the discussions and actions taken at the August 10, 2023 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 1:03 p.m. and called the roll. All Supervisors were present.

#### SECOND ORDER OF BUSINESS Public Comment Period

There being no comments, the next item followed.

#### THIRD ORDER OF BUSINESS

#### **Public Hearing**

#### A. Open Public Hearing

On MOTION by Mr. Greenstein seconded by Ms. Hobbs with all in favor the public hearing on the adoption of the Fiscal Year 2024 budget was opened.

#### B. Presentation of Fiscal Year 2024 Proposed Budget

Ms. Adams presented the Proposed Budget for Fiscal Year 2023, which starts on October 1, 2023 and ends on September 30, 2024. The Board previously met and approved the Proposed Budget. There were not many changes, but there were the following updates:

- Under *Revenues*, most of the income would be collected through Property Tax Bills. Some property was direct billed Operation & Maintenance (O&M) fees. The revenue included *Interest Income* as well as *Rental Income* for Seven Eagles, Linear Park and other District facilities that were rented for private use. There were also Surplus Funds recognized to balance the budget and increase the *Transfer Out* to the *Replacement & Maintenance (R&M) Fund*.
- ➢ Maintenance Shared Expenses were updated to refine Security based on agreements that the Board approved. Fitness Center Repairs & Maintenance was increased based on the increased maintenance schedule for Seven Eagles Fitness Centers.
- > Irrigation System Operations used to be a direct expense for the Reunion East CDD; however, there would be no consumption fees or any fees associated with the administration of the irrigation system.
- There was a *Transfer Out* R&M Fund of \$500,000.
- Shared Costs were in accordance with the Interlocal Agreement between the Reunion West CDD and Reunion East CDD and based on platted lots; 56% to be borne by Reunion East and 44% by Reunion West.
- The Assessment for Fiscal Year 2024 was the same as the prior year.

Mr. Dryburgh questioned why pressure washing increased from \$19,000 to \$28,000. Ms. Adams explained it was for areas added in Reunion Village and in the Reunion West Encore neighborhood including the guardhouses.

R&M Fund was based on the Fiscal Year 2024 Project List that the Board reviewed and approved last month with the addition of benches and concrete pads. It was updated based on recently received proposals.

There was debt service for the Series 2015A and 2021 bonds. Principal and interest payments were due in November and May, based on an Amortization Schedule.

#### C. Public Comments Regarding Budget and Special Assessments

There being no comments, the next item followed.

On MOTION by Mr. Greenstein seconded by Mr. Goldstein with all in favor the public hearing on the adoption of the Fiscal Year 2024 budget was closed.

# D. Consideration of Resolution 2023-10 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations

Ms. Adams presented Resolution 2023-10 Adopting the Fiscal Year 2024 Budget.

On MOTION by Mr. Greenstein seconded by Ms. Hobbs with all in favor Resolution 2023-10 Adopting the Proposed Fiscal Year 2024 Budget and Relating to the Annual Appropriations was adopted.

# E. Consideration of Resolution 2023-11 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Adams presented Resolution 2023-11, which was the funding mechanism for the budget and authorizing the imposition and collection of maintenance and the collection debt service fees. A copy of the Tax Roll was available for review.

On MOTION by Mr. Dryburgh seconded by Mr. Goldstein with all in favor Resolution 2023-11 Imposing Special Assessments and Certifying an Assessment Roll was adopted.

#### F. Close Public Hearing

This item was discussed.

Reunion East CDD

Regular Meeting

August 10, 2023

Page 4 of 17

#### • Public Comment Period (Item 2)

Resident Diane Davis of 1540 Corolla Court asked about oversight with construction workers leaving trash, especially chicken bones on Corolla Court. Ms. Adams stated this issue would be discussed under Staff Reports. Ms. Davis asked what rentals were paying for trash pickup, requested an S-curve be painted and cars parked along Excitement be addressed.

#### FOURTH ORDER OF BUSINESS

Approval of Minutes of the July 13, 2023 Meeting and the May 11, 2023 Workshop Meeting

Ms. Adams presented the minutes from the July 13, 2023 and May 11, 2023 workshop meetings, which were reviewed by District staff. Corrections were submitted by Mr. Staley and Ms. Wispelwey, which were incorporated.

On MOTION by Mr. Greenstein seconded by Ms. Wispelwey with all in favor the Minutes of the July 13, 2023 and May 11, 2023 Workshop Meetings were approved as amended.

#### FIFTH ORDER OF BUSINESS

Review of Kingwood Agreement and Compensation for Fitness Center Facilities at Heritage Crossings Community Center

Ms. Adams pointed out that the purpose of this item was to review the status and memorialize the discussion from last month. Staff presented a proposal for an increase in the maintenance schedule at Seven Eagles Fitness Centers, due to the Fitness Centers being open and Kingwood Reunion Resort no longer operating a Fitness Center on a temporary basis. Compensation was discussed to operate a Fitness Center at the Heritage Crossing Community Center (HCCC). Ms. Adams contacted the General Manager of Reunion Resort and they were open to the concept of a contribution or some other arrangement. Mr. Dryburgh noted that the maintenance contract was a variable expense that Kingwood should cover. Ms. Wispelwey questioned the timing of only having one Fitness Center. Mr. Goldstein recalled that it would be at least a year until the Kingwood's Fitness Center was constructed. Ms. Hobbs understood that the temporary fitness center was closed because this building was not owned by the Resort, they needed a permit and they failed to meet the requirements for a permit. Mr. Goldstein believed that the floor was the problem with the temporary fitness center.

Ms. Wispelwey voiced concern that many people would be returning in November and there were serious noise issues. Ms. Adams acknowledged that here were complaints about loud music and the District had taken steps such as approving revision of the Amenity Policies to require the use personal listening devices such as air buds. There was progressive discipline for those that did not follow the policies such as verbal warnings, written warnings and eventually suspension. A custodian is staffed at the facility seven days per week and monitors the noise level and contacts Reunion Security if there were any issues. There are also regular patrols from Reunion Security. Mr. Goldstein suggested that Security monitor the cameras. Mr. Scheerer pointed out the cameras did not have audio. Mr. Greenstein spoke with the General Manager (GM) about the closure of the temporary gym. It was probably going to be a year or 18 months before a new facility was opened, which only members would be able to access. With the volume of activity, usage had gone up, which was the reason for the game room being converted into a second fitness facility. Mr. Greenstein looked at the signage and deemed it to be insufficient. As a result, the Rules of Conduct would be posted on several walls. Rubber could be placed in the area where weights were being used, due to broken laminate boards from weights being dropped, but they need to educate the community. Security was effective in policing that area and being response to complaints, but if the Board wanted to hire someone to operate the center, they needed to perform a cost analysis. Mr. Greenstein spoke with the GM about entering into a Management Services Agreement (MSA), to consider alternative locations and having a Reciprocity Agreement. When the roof on Seven Eagles was replaced, it needed to be closed for a minimum of two weeks, but the Resort could make arrangements for members to use private fitness facilities. They needed to work with Kingwood to come up with a good solution as resources were stressed based upon the usage.

Ms. Adams reported that Security was issuing numerous verbal warnings and documenting names of those receiving repeated warnings for playing loud music, which resulted in written warnings from the District Managers office. At least one user was suspended from the facilities due to loud music. Most of the offenders were juveniles and the situation may be exacerbated when school is not in session such as the summer months. Mr. Dryburgh witnessed juveniles acting out and 12-year-olds throwing weights and suggested having a Security guard supervise the facilities. Mr. Victor Vargas, head of Reunion Security confirmed that they were patrolling it every hour. They had issues at the Gym, but not every five to ten minutes. Mr. Dryburgh preferred having patrols every hour, having an employee look at the security cameras and looking into the cost to

Reunion East CDD
Regular Meeting
August 10, 2023
Page 6 of 17

modify the cameras. Ms. Wispelwey suggested asking Reunion Resort for additional monies, due to increased maintenance fees during the time that the resort had no Fitness Center, looking into cameras with audio and increasing security. Mr. Dryburgh suggested posting a "No Children Under 16" sign. Mr. Scheerer confirmed that the Fitness Center allowed children between 13 and 15 years of age with a responsible adult over the age of 18. Staff would ensure that the signs were consistent with the policies that the Board adopted. Mr. Greenstein requested the rules be posted and that there be signs in Spanish.

#### SIXTH ORDER OF BUSINESS

# Ratification of Agreement with Guardian Access System for RFID Reader

Ms. Adams presented a proposal at the last meeting from Guardian Access Solutions (Guardian) for an RFID Reader at the Reunion Village gates in the amount of \$16,320, which was requested by the Board. There was a change to the proposal to affix the RFID Reader to the building as there was limited space, resulting in a credit of \$1,125. Mr. Dryburgh pointed out that access to this road would only be for people who were members and residents. Ms. Adams pointed out that they were public roads that were open to anyone. Mr. Greenstein noted that access to the road to and from Spine Road going onto Reunion Village Boulevard, was only for residents. Mr. Dryburgh wanted the system to be modified so that guests did not have a card access because at this time, guests room cards were tied into the system. Ms. Adams confirmed that the current system met the requirements for public access. Ms. Wispelwey reported once they had the RFID Reader, there would not need to be a guard. Mr. Greenstein recalled that the declarations called for the existence of a security guard, but guests had access to the Fitness Centers, pools, everything and they could not be stopped. Ms. Adams confirmed that the roads were public and must provide for public access.

On MOTION Mr. Dryburgh seconded by Ms. Hobbs with all in favor the agreement with Guardian Access Solutions for an RFID Reader at Reunion Village Gates and Change Order were ratified. Reunion East CDD
Regular Meeting
August 10, 2023
Page 7 of 17

#### SEVENTH ORDER OF BUSINESS

Consideration of Guardhouse Roof Proposals

- A. Advantage Roofing
- B. Don Schmidt Roofing
- C. Steve Tuberville Roofing

Mr. Scheerer obtained proposals from Advantage Roofing, Don Schmidt Roofing and Steve Tuberville Roofing to replace the roof at the guardhouses off of Tradition Boulevard, Spine Road and Old Lake Wilson Road and the main guardhouse at Osceola Polk County Line Road and Reunion Boulevard. This was a R&M project contemplated as part of the Fiscal Year 2023 budget. Advantage Roofing submitted three proposals to re-roof each guardhouse in the amount \$13,650, for a total of \$40,950, which included a seven-year warranty, 30-year warranty on shingles and several layers of peel and stick. Don Schmidt Roofing proposed \$88,850 for the three guardhouses and Steve Tuberville Roofing proposed \$41,615 for the three guardhouses, which included a five-year warranty and 30-year warranty on shingles. Mr. Scheerer recommended Advantage Roofing based on the price and warranty. It was supposed to be completed by the end of September.

Mr. Goldstein MOVED to approve the proposal from Advantage Roofing to replace the three guardhouse roofs as stated in the amount of \$40,950 and Mr. Greenstein seconded the motion.

Mr. Dryburgh wanted to use the same contractor. Mr. Goldstein agreed.

On VOICE VOTE with all in favor the proposal from Advantage Roofing to replace the three guardhouse roofs as stated in the amount of \$40,950 was approved.

#### **EIGHTH ORDER OF BUSINESS**

Consideration of Acknowledgement and Consent with Encore and Work Print with Duke Energy

Ms. Trucco presented an Acknowledgement and Consent with EHOF Acquisitions II and a Work Print from Duke Energy for improvements in Reunion Village, Phase 5 to connect the electricity underneath Tradition Boulevard. The CDD acknowledged Duke Energy's right to install electricity under the property. The original easement shown in the Work Print from 2005, was between Florida Power & Light (FPL) regarding access over that property on Tradition Boulevard to install electricity in Reunion Village. Duke Energy was relying on an easement running with

Reunion East CDD

Regular Meeting

August 10, 2023

Page 8 of 17

the land that the CDD now owned to do this work. The District would sign the Work Print, but wanted additional assurance from the developer, by signing the Acknowledgement and Consent, to indemnify the CDD and hold the District harmless if it was sued for work performed in the easement area. Mr. Goldstein asked if they would be responsible if the road falls in because they dug underneath it. Ms. Trucco replied affirmatively. Ms. Adams confirmed that the District Engineer reviewed the Work Print. Mr. Greenstein stated it was similar to when TECO ran the gas line under Tradition Boulevard on the west side.

On MOTION Mr. Dryburgh seconded by Mr. Goldstein with all in favor the Acknowledgement and Consent with Encore and Work Print with Duke Energy for improvements in Reunion Village, Phase 5 was approved.

#### NINTH ORDER OF BUSINESS

Review of Cost to Maintain Enhanced Landscape Design on CR 532

- A. Annual Cost to Maintain CR 532 Median
- B. Review of Interlocal Agreement with Osceola County
- C. Consideration of Proposal for Landscape Replacement on Median

Ms. Adams presented a proposal from Yellowstone Landscape (Yellowstone) to remove existing plant material and add Zoysia turf in the median across from the fire station on CR 532 in the amount of \$6,393.11, which was requested by the Board. Mr. Scheerer recalled that the Board wanted a valuation of what being paid by the District annually to Yellowstone for maintenance as well as any other information regarding the Interlocal Agreement with the county, the cost to abandon the south side of CR 532 and what it would take to re-mulch. The original valuation of CR 532 was provided, which was approximately \$103,997 to maintain just the center median. Yellowstone provided a proposal for \$258,314.46 to restore the entire area with Bahia grass. In three years, the District would receive their money back. The irrigation system would remain in place to irrigate the sod. Mr. Greenstein questioned who was responsible for mowing the Bahia. Mr. Scheerer stated the county would be responsible. Ms. Adams pointed out that the county must agree with the amendment to the interlocal agreement to assume maintenance obligations. Ms. Trucco advised that it could be terminated with 60 days' notice, but it must be approved by the Board of County Commissioners. Ms. Adams recalled that when the Board previously considered this project, they looked at all of the areas being maintained by the CDD and directed staff to

Reunion East CDD

Regular Meeting

August 10, 2023

Page 9 of 17

amend the Polk County side of the roadway with an agreement amendment. There was a legal expense each time the District amended it, which involved a great deal of legal work. Mr. Dryburgh questioned the amount spent in a year. Mr. Greenstein believed that it was \$104,000 for the center median and \$42,000 for the Reunion East side and requested photos showing the entrance with trees and bushes. Ms. Wispelwey noted the area did not look as good as she liked but agreed to agreed to continue to maintain it. Mr. Goldstein concurred. Ms. Hobbs agreed that it was worth keeping.

On MOTION by Mr. Greenstein seconded by Ms. Hobbs with all in favor the proposal from Yellowstone Landscape to remove existing plant material and adding Zoysia turf in the median across from the fire station on CR 532 in the amount of \$6,393.11 was approved.

#### TENTH ORDER OF BUSINESS

Consideration of Resolution 2023-12 Approving the Conveyance from EHOF Acquisitions II Borrower, LLC in Phases 1C4 and 5

Ms. Trucco presented Resolution 2023-12, Approving the Conveyance from EHOF Acquisitions II Borrower, LLC in Phases 1C4 and 5 in Reunion Village. There was a Special Warranty Deed, transferring the property from the developer to the CDD; Bill of Sale, transferring any infrastructure improvements to the CDD; Owners Affidavit, stating there were no encumbrances on the property or against the improvements; an Agreement Regarding Taxes, showing there were no outstanding taxes on the property and Certificate of the District Engineer, certifying that the conveyance was in accordance with the plans for the CDD and the improvements had all of the required regulatory approvals. The respective plats were attached, identifying the dedications for these tracts to be owned and maintained by the CDD. Ms. Trucco ordered title work, to confirm that there were no encumbrances on the property. Ms. Wispelwey asked if these were the parcels that the Board had questions about when the hospital road was conveyed a few months ago and if the road by Starbucks was intended to be owned and maintained by the CDD. Ms. Trucco indicated that these were the last outstanding tracts that were identified when they took an inventory of all of the plats in Reunion Village.

Reunion East CDD

Regular Meeting

August 10, 2023
Page 10 of 17

On MOTION by Ms. Hobbs seconded by Mr. Greenstein with all in favor Resolution 2023-12 Approving the Conveyance from EHOF Acquisitions II Borrower, LLC in Phases 1C4 and 5 was adopted in substantially final form subject to final execution by District Counsel once the title work was completed and the District Engineer.

#### **ELEVENTH ORDER OF BUSINESS**

Consideration of Proposals for Sign Post Updates

- A. Fausnight
- **B.** Onsite Industries

Ms. Adams recalled that this item was requested by the Board and was presented to the Reunion West CDD because it was a R&M project that would include signage at both Reunion East and West CDDs and would be a shared expense. The Reunion West CDD approved the Fausnight Stripe & Line (Fausnight) proposal. Mr. Scheerer stated the proposals were to upgrade the galvanized square posts along Tradition Boulevard and Grand Traverse Parkway to the Reunion design standard. An inventory was taken, which was provided to Onsite Industries (Onsight) and Fausnight. Onsite missed four to five posts on Grand Traverse Parkway. Reunion West had the majority of the sign posts that needed to be switched over to the 3-inch fluted posts with finials. Fausnight was selected by the Reunion West Board because they would have the materials more readily available than Onsight and were used in the past for all sign upgrades. The Fausnight proposal was \$47,225 compared to the \$44,663 proposed by Onsight. Mr. Goldstein wanted to use Fausnight in order to simply things. Ms. Adams stated funding was allocated for next fiscal year for 'No Parking' signs at Reunion Village and there were sign allocations to replace traffic enforcement signs. Discussion ensued.

On MOTION Mr. Dryburgh seconded by Mr. Goldstein with all in favor the proposal with Fausnight Stripe & Line for sign posts in the amount of \$47,225 was approved.

#### TWELFTH ORDER OF BUSINESS

# **Consideration of Irrigation Water System Operating Agreement with Kingwood**

Ms. Adams stated that the Reunion East CDD owned an irrigation system that was operated by Kingwood. Ms. Trucco reported that the CDD financed a portion of the Irrigation Water System through tax exempt bonds. Several years ago, Jan Carpenter was informed that Kingwood stated they owned a portion of the irrigation system and they entered into an agreement with the

Tohopekaliga Water Authority (TOHO) and the South Florida Water Management District (SFWMD), to change from groundwater to reclaimed water. District Counsel entered into settlement negotiations to bring back an Irrigation Water System Operating Agreement, whereby the CDD's interest in the irrigation system would be recognized, and the CDD had not wished to operate the irrigation system and wanted Kingwood to continue to operate it, due to the many permitting requirements and State regulations. It has taken several years to try to come to an agreement. The CDD wanted assurance from Kingwood that they would comply with Florida Statutes when collecting a fee from Reunion East residents, since the CDD's position was it financed a portion of the system with tax exempt bonds. It was a lengthy process, but they were finally able to present this agreement, which was approved by Bond Counsel and reviewed by staff.

Ms. Wispelwey asked if Reunion West had this issue. Ms. Trucco spoke with Mr. Boyd to get confirmation on what was financed by Reunion West but believed as of now that \$165,000 was financed on the west side and \$3.5 million on the east side. There were many requisitions from 20 years ago, which were sent to Kingwood's attorney to prove that the CDD had a legal interest in the system. Mr. Boyd recalled that the CDD's bond was used to construct the pump station that services the District and all of the major lines that go through the community. Mr. Greenstein agreed with the agreement, based on bond funds being used to build it, as facilities on the west side were built by a private entity. Mr. Boyd noted that some issues still needed to be resolved. Ms. Trucco pointed out if there was no agreement, they must get a declaratory judgement or judgment from a judge to regain physical control, which could cost hundreds of thousands of dollars. Ms. Trucco believed this was a good option because it acknowledges the legal interest in the system and Kingwood agreeing to indemnify the District and reimburse for any damages resulting from their operation of the system, listing the District as an additional insurer and paying for all repairs. Ms. Wispelwey voiced concern that there was no provision for the District to audit the rates.

Mr. Greenstein was happy with this agreement because the District could set the rates, Kingwood would continue to operate the system, acknowledge that the District owned the system and that CDD money was used to build the infrastructure, provided for a mechanism that it was subject to the Board's review and approval. The methodology set the rates in line with the industry and the agreement brings the District into compliance. Ms. Trucco pointed out that the 2023 rate

was currently being charged to residents of Reunion East and moving forward, a public hearing needed to be held for residents to provide comments on the rate before the Board approved it. If Kingwood increased the rate, they must provide a 90-day notice to the CDD. Ms. Trucco referred to a table was attached to the resolution, comparing the blended average of the base assessment and service area assessment for Toho, Poinciana and Sandhill. Residents were charged the base assessment of \$34 and the far-right column was the blended average of the base assessment with a surcharge (extra use fee). The majority of residents were paying the base rate of \$34 and the total blended average was \$39.23. The rate for this year was consistent with the average use of other utility providers and was significantly less than the 2019 Toho rate of \$81.66. Mr. Greenstein was not concerned with the base charge because it was unmetered.

Ms. Wispelwey voiced concern that this was a 20-year agreement, capital expenses were at \$50,000 and did not have an escalating clause. Ms. Trucco pointed out there was a provision for Kingwood was making any repairs and expending their own funds. The agreement did not state the CDD was responsible for the capital expenses, but it was beneficial as worded because the CDD had the ability to get tax exempt bonds if needed and the cost would be carried forward to residents. Mr. Dryburgh asked if this contract absolved the CDD from any expenses for the next 20 years. Ms. Adams replied affirmatively for administration and consumption costs. Mr. Greenstein pointed out a provision in the agreement whereby Kingwood would notify the CDD if any capital expenses could not be included in the rates charged to landowners and had the right to request a rate increase, just like any utility. Ms. Trucco explained if the rate increased, Kingwood must come back to the Board for approval and under this agreement, there was an option for the CDD to terminate it.

Ms. Wispelwey loved that there was an agreement but felt that there was a lack of transparency. Ms. Trucco indicated that there was a public records provision in the agreement, whereby any documents were public record. Mr. Greenstein pointed out that Kingwood contracted with a governmental entity and they must disclose everything and was pleased that they reached this point as Kingwood wanted to make things right. The only concern was whether any funds were spent on the Reunion West side irrigation. Ms. Trucco pointed out if Mr. Boyd confirmed that CDD funds were spent, the Reunion West CDD would ask to enter into a similar agreement. Ms. Adams noted the added value of the District not paying consumption and administration fees and not planning for capital repairs were budgeting advantages. Ms. Wispelwey asked if the

Reunion East CDD

Regular Meeting

August 10, 2023
Page 13 of 17

agreement was transferrable if Kingwood sold the project. Ms. Trucco noted in the first paragraph, "*Their accessors and assigns*." Ms. Trucco appreciated that the Board was asking questions.

Ms. Trucco stated that the Board approve this agreement in substantially final form, subject to her going back to Kingwood with a request from the Board for clarification on the successor transfer ability and to obtain the rates for 2022. Mr. Dryburgh requested a couple of years to show a trend. Ms. Trucco advised that the next step would be for the Board to set a public hearing on the rates. Mr. Dryburgh pointed out if the Board did not get the information they received, they could break this agreement. Ms. Trucco also needed to clarify the early termination provision of 180 days' notice of intent not to renew and capital expense provision. The first term was 20 years and could continue be renewed for another 20 years, unless either party provided notice of intent not to renew. Mr. Dryburgh asked if they had the right to terminate if Kingwood did not provide the information the Board was asking for. Ms. Trucco stated there would be a default, such as any breach of the obligations with 90 days written notice. Ms. Wispelwey questioned the difference between mediation and arbitration. Ms. Trucco explained that arbitration was binding and mediation was where the parties have to agree to come to agreement. If there was no agreement, there would be an impasse and the District could proceed to litigation. Ms. Hobbs asked if Kingwood would be required to obtain three quotes if they needed to do repairs. Ms. Trucco pointed out that the CDD would be required to get quotes or go through the Request for Proposal process (RFP) if expenses exceeded a certain amount for certain things and would remind Kingwood that they agreed to do the same under the Florida Statutes since the CDD was involved.

Mr. Greenstein felt that these were legitimate questions and the District needed to move in this direction, but they needed to tie up any loose ends and thanked Ms. Trucco and her staff for getting the District to a great position. Ms. Wispelwey was not comfortable proceeding unless there was further transparency, such as Kingwood notifying the Board if they increased the rate. Mr. Goldstein felt that they had sufficient transparency. Mr. Greenstein reiterated that rates could not be increased without the Board's review and approval, believed that Kingwood was cost conscious and hoped that they would recognize who they were dealing with and operate in a proper manner. Ms. Trucco requested that the Board approve the agreement in substantially final form, subject to Kingwood's approval and modification of the language regarding successors and assigns and delegating a Board Member to approve the final form. Mr. Dryburgh delegated Mr. Greenstein.

Ms. Hobbs MOVED to approve the Irrigation Water System Operating Agreement with Kingwood in substantial form, subject to Kingwood's approval and modification of the language regarding successors and assigns and authorization for the Chair to approve the final form and Mr. Dryburgh seconded the motion.

Ms. Wispelwey asked if there would be a public hearing on the rates. Ms. Trucco explained that there must be a formal rate hearing with 60-day notice and would try to get the 2022 rates, at Mr. Dryburgh's request.

On VOICE VOTE with all in favor the Irrigation Water System Operating Agreement with Kingwood in substantial form, subject to Kingwood's approval and modification of the language regarding successors and assigns and authorization for the Chair to approve the final form was approved.

Ms. Trucco did not want to set the public hearing at this time as it would take time to get Kingwood's counsel on board. Mr. Greenstein pointed out as long as the agreement was in place, Kingwood could not raise the rates.

#### THIRTEENTH ORDER OF BUSINESS Staff Reports

#### A. Attorney

Ms. Trucco was working with the Osceola County Sheriff's Department on providing traffic enforcement services and understood that they were going to be provided without an agreement; however, they were now requiring an agreement. Her position was that there was no statutory authority to require the CDDs to enter into an agreement for the Sheriff's Department to provide traffic enforcement services in the CDDs. They had a conference call with the Osceola County Sheriff's Department, their counsel, a number of engineers and public works and new information was provided by the Sheriff's Department counsel about why they were requesting an agreement and did not feel comfortable providing these services in CDDs without an agreement. They explained that they were having some issues with tickets and charges being thrown out, contested and challenged by defense lawyers who were arguing that the Sheriff's Department did not have jurisdiction in the CDDs. Ms. Trucco indicated that Osceola County wanted an acknowledgement from the CDDs in writing that the CDDs owned and maintained the roadways,

but the Sheriff's Department was not liable and had authority to provide traffic enforcement services. She was also told that there was an issue with the gate that precipitated some of this discussion. Allegedly, a member of the Sheriff's Department had tried to enter a gate, they were asked for their ID and were turned away as a result of not providing it. Ms. Trucco expressed that they couldn't restrict the public from entering these roadways because they were built with tax-exempt bonds and based on that, she was comfortable entering into an agreement with them to confirm these issues. Ms. Adams had been in contact with Security, to ensure they did not restrict anyone from entering the community and were in the process of providing a security agreement addendum to pertinent parties.

#### B. Engineer

Mr. Boyd reported that the core samples for the roadways was underway. Mr. Greenstein questioned how long it would take. Mr. Boyd expected them to be completed in a week.

Mr. Boyd left the meeting.

#### C. District Manager's Report

#### i. Action Items List

Ms. Adams presented the Action Items List.

#### ii. Approval of Check Register

Ms. Adams presented the Check Register from July 1, 2023 through July 31, 2023 in the amount of \$291,639.14.

On MOTION by Mr. Goldstein seconded by Mr. Greenstein with all in favor the July Check Register was approved.

#### iii. Balance Sheet and Income Statement

Ms. Adams presented the Unaudited Financial Statements through June 30, 2023, which were for informational purposes.

#### iv. Consideration of Series 2019 Requisition 8

Ms. Adams presented Requisition No. 8 with Government Management Services for construction accounting services for the Series 2021 Project in the amount of \$3,500.

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor the Series 2019 Requisition 8 was approved.

#### v. Replacement and Maintenance Plan

Ms. Adams presented the Replacement and Maintenance Plan.

#### vi. Approval of Fiscal Year 2024 Meeting Schedule

Ms. Adams presented the Fiscal Year 2024 meeting schedule, which was consistent with the prior year's meeting schedule, the second Thursday of each month at 1:00 p.m. at this location.

On MOTION by Ms. Hobbs seconded by Mr. Greenstein with all in favor the Fiscal Year 2024 meeting schedule as presented was approved.

#### **D.** Security Report

Mr. Vargas presented the July Security Report, which was provided under separate cover. Mr. Greenstein requested increased vigilance at the Fitness Center.

#### • Public Comment Period

Ms. Adams recalled questions during the public comment period regarding trash services. Mr. Scheerer pointed out that the landscaper had the obligation to pick up garbage in CDD common areas prior to mowing and Yellowstone has been cooperative. They did not pick up trash in residential areas. Ms. Adams recalled that the trash that Ms. Diane Davis was concerned about was related to construction activities and residents should contact the Master Association about trash at construction sites Mr. Greenstein felt that Ms. Davis had a valid point as the S-curve on Excitement going from Radiant Street was unstriped. Mr. Scheerer confirmed that there was no centerline striping on any of the interior roads. Mr. Greenstein felt that there was a basis to put a centerline down the middle, starting at Radiant Street and going around to where it straightened out because people were going onto the wrong side of the road. Mr. Goldstein suggested posting a "Dangerous Curve" or "Slow Curve" sign before striping it. Mr. Scheerer would post one. Ms. Davis recalled that this area was supposed to have a speed bump. Ms. Adams pointed out that funds were allocated for potential roadway striping and reached out to the District Engineer for

clarification on whether he was recommending it for certain streets or all streets in accordance with the Pavement Management Plan.

#### FOURTEENTH ORDER OF BUSINESS Other Business

Mr. Greenstein talked to Mr. Goldstein, Mr. Burman and Mr. Anthony Carll about the dumpster situation and they recognized it was a problem and needed to come up with viable solutions such as gating it, limiting the hours of security patrol in that area and relocation, with the ultimate solution of revoking the license to have dumpsters there. It would require Board action to make a determination within the next 60 to 90 days and work with the Master Association and the Resort to come up with new procedures for the operation of those dumpsters that could produce a satisfactorily result.

#### FIFTEENTH ORDER OF BUSINESS Supervisor's Requests

Ms. Wispelwey received many complaints about raccoons and requested that Ms. Adams provide a proposal for trapping raccoons. Mr. Dryburgh requested that the HOA cover those costs as it was not a CDD matter. Mr. Greenstein pointed out that the Master HOA was open to the changes that the CDD were making. If they could find another site to put the dumpster on, they would put gates at the front so it would only be operational during daylight house to provide greater security because people were coming into Reunion, dumping their trash and leaving. Ms. Adams recalled a Managment Service Agreement (MSA) for Kingwood to maintain the trash in that area. Mr. Greenstein pointed out it was a health and safety issue.

### SIXTEENTH ORDER OF BUSINESS Next Meeting Date – September 14th, 2023

The next meeting was scheduled for September 14, 2023 at 1:00 p.m. at this location.

#### SEVENTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor the meeting was adjourned at 4:09 p.m.

Secretary/Assistant Secretary	Chairman/Vice Chairman

# **SECTION IV**

SEVEN EAGLES POOL		NEW HRLY (2023)		C. MONTLY (2023)	
Cleaning	\$	22.00	\$	5,353.00	
Operation Supplies	\$			1,345.01	
Monthly			\$	6,698.01	

CDD POOLS / LABOR & SUPPLIES	NEW MONTLY (2023)		
Homestead Pool	\$	719.00	
Heritage A Pool	\$	719.00	
Heritage B Pool	\$	719.00	
Carriage Point	\$	719.00	
Terraces Recreation & Pool Area	\$	1,054.00	
Monthly	\$	3,930.00	

# THIRD AMENDMENT TO AGREEMENT REGARDING THE PROVISION OF POOL STRUCTURES AND AREAS CLEANING SERVICES

(Reunion East CDD)

THIS THIRD AMENDMENT TO AGREEMENT REGARDING THE PROVISION OF POOL STRUCTURES AND AREAS CLEANING SERVICES (the "Third Amendment") is entered into as of this 1st day of December, 2020, between REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government ("District") and the REUNION CLUB OF ORLANDO, LLC, a Georgia limited liability company ("Contractor").

#### RECITALS:

- A. The parties entered into that certain Agreement Regarding the Provision of Pool Structure and Cleaning Services dated July 1, 2007, pertaining to cleaning and maintenance of certain District owned facilities; as amended by the First Amendment to Agreement Regarding the Provision of Pool Structure and Cleaning Services dated September 11, 2008; and as further amended by the Second Amendment to Agreement Regarding the Provision of Pool Structure and Cleaning Services dated August 13, 2009 (collectively the "Agreement").
- B. The parties desire to add the area known as the Seven Eagles Recreational Center and Pool and amend the scope of cleaning and maintenance under the Agreement for areas within the Seven Eagles Recreational Center, along with an appropriate adjustment in cost.

#### THIRD AMENDMENT

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and conditions contained herein, the parties hereby covenant and agree as follows:

- 1. **RECITALS.** The above recitals are true and correct and are incorporated herein by reference as if set forth in full herein.
- 2. **DEFINITIONS.** All capitalized terms used in this Third Amendment shall have the same meanings indicated for all purposes as set forth in the Agreement unless a contrary meaning is set forth herein.

#### 3. AMENDMENT TO AGREEMENT.

(a) <u>Scope of Work</u>. Exhibit A as referenced in Section 2 of the Agreement is hereby amended to add the Seven Eagles Recreational Center to the area to be serviced under the Agreement, which shall be maintained in accordance with the scope and specifications set forth in the Scope of Services attached hereto as <u>Exhibit "1"</u>.

- (b) <u>Compensation</u>. Exhibit B of the Agreement is hereby amended to increase the compensation to be paid to Contractor in equal monthly payments of \$4,125.33 (\$49,504.00 annually at the cost of \$17 per hour), for services related to the Seven Eagles Amenity Center.
  - 4. **COUNTERPARTS.** This Third Amendment may be executed in counterparts.
- 5. CONFLICT; RATIFICATION. In the event of any conflict between the provisions of the Agreement and the provisions of this Third Amendment, the provisions of this Third Amendment shall control. District and Contractor hereby ratify and reaffirm the terms of the Agreement and agree that nothing contained herein invalidates or shall impair or release any covenant, condition, agreement, or stipulation in the Agreement except as herein expressly modified, and the Agreement shall continue in full force and effect.
- 6. **REMAINING PROVISIONS UNAFFECTED.** Except as expressly modified and amended by this Third Amendment, the covenants, terms and conditions of the Agreement shall remain unaffected and shall remain in full force and effect.
- 7. **SEVERABILITY.** If any provision of this Third Amendment or the Agreement, as amended hereby, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof or thereof shall in no way be affected or impaired, nor shall such holding of invalidity, illegality or unenforceability affect the validity, legality or enforceability of such provision under other dissimilar facts or circumstances.
- 8. GOVERNING LAW. Notwithstanding that, for the convenience of the parties, the parties may be executing this Third Amendment outside the State of Florida, the Provision of Pool Structures and Areas Cleaning Services Agreement and all amendments thereto shall be governed by the laws of the State of Florida, both substantive and remedial.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the day and year first above written.

REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT, a local unit of special-purpose government,

By: / HARK GREENSTEIN
Title: (HARK)

THE REUNION CLUB OF ORLANDO, LLC, a Delaware limited liability company

By: An Hory Carl

### **EXHIBIT 1**

Scope of Cleaning Services (Reunion East CDD – Seven Eagles)

[ATTACHED]

### Reunion East Community Development District Seven Eagles Scope of Cleaning Services

Contractor shall provide cleaning and pool attendant service to the Seven Eagles recreational center eight hours daily seven days a week.

All equipment, cleaning supplies, chemicals, and paper supplies including plastic garbage liners that are needed to complete the above services will be provided by the Contractor and billed to the District at cost.

Services shall include daily inspections of Seven Eagles recreational center noted above including all covered or uncovered entry areas and other common areas within and adjacent to the center. Any unsafe conditions or property damage found to exist anywhere on the premises should be reported immediately to the District Manager or his/her designee. Any equipment found to be not working properly or missing should be reported immediately to the District Manager or his/her designee.

#### Recreational Facilities:

Continuously pick up trash from Seven Eagles recreational facilities.

Cobwebbing interior and exterior spaces shall be done daily.

All indoor windowsills, baseboards, mirrors, and interior windows shall be cleaned on a regular basis but not less than once a week.

All fitness equipment will be cleaned and sanitized daily.

Fitness equipment will continuously be placed in the proper location and/ or returned to the proper settings.

Fingerprints cleaned from walls and switch plates daily.

Doors and door frames will be dusted and cleaned daily.

Faucets, water fountains, or other fixtures or basins (sinks) within the rooms will be cleaned and polished daily.

All floors within the structure and entry and immediate surrounding area will be swept and/or vacuumed and cleaned appropriately to remove all dirt and debris from flooring and wet mopped daily.

All light fixtures should be cleaned, glass cleaned, checked and any light bulb replacement will be reported to District Manager or his/her designee.

Light Covers should be removed on a weekly basis and debris removed and inside of cover cleaned.

All garbage cans or other waste containers within the structure and on the pool deck will be emptied and a plastic bag will be replaced in each container and disposal of resulting waste into approved containers off the premises. All garbage cans will be appropriately cleaned to remove any dirt prior to replacement of plastic liners.

#### Covered Entries:

Covered Entry between pool structures and recreational facilities shall be cleaned on a regular basis to remove dirt, dust, cobwebs and any other debris from the surface areas in an

appropriate manner. At least once daily, this area should be completely hosed to remove the debris.

All light fixtures should be cleaned, glass cleaned, checked and any light bulb replacement required will be reported to District Manager or his/her designee.

#### Restrooms:

Toilets, sinks, and any other fixture in these rooms shall be scrubbed and cleaned daily. Mirrors and faucets will be cleaned and polished daily.

All counters and cabinets will be cleaned and polished daily.

Windowsills, baseboards, cobwebs and interior windows shall be cleaned on a regular basis but not less than once a week.

Fingerprints washed from walls and switch plates and doors daily.

Doors and door frames will be dusted and cleaned daily.

All garbage cans or other waste containers will be emptied and a plastic bag will be replaced in each container and disposal of resulting waste into approved containers off the premises.

All floors will be swept or vacuumed to remove all dirt and debris and wet mopped. Paper hand towel and Soap dispensers will be filled. Toilet Paper dispenser will be filled and I extra toilet tissue will be placed in the facility.

Any additional paper goods required will be filled appropriately.

All light fixtures should be cleaned, glass cleaned, checked and any light bulb replacement will be reported to District Manager or his/her designee. Light Covers should be removed on a weekly basis and all bugs and debris removed and inside of cover cleaned.

#### Pool Deck and Furniture:

Pool deck will be sweep, vacuum, or hosed to remove all dirt and debris each morning. Any obvious deck stains will be addressed appropriate to be removed.

All pool furniture including chairs, tables, and umbrellas will be cleaned and hosed to remove all dirt and debris including deep clean to remove mold and mildew, if needed. The furniture will be checked for any damages and all tables and chairs will be arranged at least twice daily. Any damages will be reported to District Manager or his/her designee.

All garbage cans or other waste containers on the pool deck will be cleaned and emptied and a plastic bag will be replaced in each container and disposal of resulting waste into approved containers off the premises. All garbage cans will be appropriately cleaned to remove any dirt prior to replacement of plastic liners.



### SECOND AMENDMENT TO AGREEMENT REGARDING THE PROVISION OF POOL STRUCTURES AND AREAS CLEANING SERVICES

WHEREAS, the District and the Contractor are parties to that certain Agreement Regarding the Provision of Pool Structures and Areas Cleaning Services, dated July 1, 2007 (the "Original Agreement") relating to the cleaning and maintenance of certain District owned facilities located in Osceola County, Florida as are more particularly described therein; and

WHEREAS, in accordance with Section 9 of the Original Agreement, the parties thereto entered into that certain First Amendment to Agreement Regarding the Provision of Pool Structures and Areas Cleaning Services dated September 11, 2008 (the "First Amendment"); and

WHEREAS, the Original Agreement, as modified by the First Amendment, shall be referred to herein as the "Agreement", and the Agreement remains in full force and effect between the District and Contractor; and

WHEREAS, the District has determined it to be in the best interest of the District to extend the term of the Agreement in accordance with Section 5 of the Agreement; and

WHEREAS, in accordance with Exhibit "B" of the Agreement, and in conjunction with the extension of the term of the Agreement, the District and the Contractor have agreed to an increase in fees for the Contractor's services provided under the Agreement, as such increase is described herein; and

WHEREAS, the District and Contractor desire to modify and amend the Agreement to reflect both the District's desire to extend the term of the Agreement and to set forth the increased fees for the Contractor's services provided under the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
- 2. That the Agreement is in full force and effect.

- 3. That, in accordance with Section 5 of the Agreement, the Term of the Agreement shall continue after September 30, 2009 for a period of twelve (12) months unless terminated sooner in accordance with Section 11 of Agreement. The new termination date of the Agreement shall be September 30, 2010.
- 4. That, in accordance with Exhibit "B" of the Agreement, the fees for the Contractor's services are hereby increased for the additional period of twelve (12) months and are established as set forth below:

Monthly Fees beginning October 1, 2009 to September 30, 2010:

Homestead Pool	\$	525
Heritage A Pool	\$	625
Heritage B Pool	\$	625
Carriage Pointe Pool	\$	525
Terraces Recreation Area and Pool	\$1	,000

- 5. That, in order to facilitate execution of this Second Amendment, this Second Amendment may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.
- 6. That, except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed on their behalf by duly authorized representatives as of the date first set forth above.

Attest:

Secretary/Asst. Secretary

THE REUNION CLUB OF

ORLANDO, LLC,

a Georgia limited liability company

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT,

a Florida community development district

Chairman, Board of Supervisors

By:

Print Name:

Title: beneur Man

3

## Exhibit A



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

	10/	8/2009
PRODUCER Phone: 215-542-0600 Fax: 215-542-1282 Cohen-Seltzer, Inc. 520 Pennsylvania Avenue	THIS CERTIFICATE IS ISSUED AS A MATTER OF ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS CERTIFICATE DOES NOT AMEND ALTER THE COVERAGE AFFORDED BY THE POL	CERTIFICATE EXTEND OR
Fort Washington PA 19034	INSURERS AFFORDING COVERAGE	NAIC#
INSURED	INSURERA: Federal Insurance Company	20281
The Ginn Companies, LLC	INSURER 8: National Fire Insurance Co. o	20478
c/o Lubert-Adler ETAL	INSURERC: National Union Insurance Comp	19445
The Cira Centre; 2929 Arch St. Philadelphia PA 19104	INSURER D: Great American E&S Insurance	
Philiadelphia ra 1920a	INSURER E:	

				INSURER E:				
CO	VERA	AGES				·····		
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.  NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS  CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE  TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					BJECT TO ALL THE			
INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMIY	\$	
A	NORD	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY	35835942	4/1/2009	4/1/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$1,000,000	
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$10,000	
			:			PERSONAL & ADV INJURY	\$1,000,000	
	į	X Liquor				GENERAL AGGREGATE	\$5,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OF AGG	\$5,000,000	
		X POLICY PRO- LOC	1 1			Garagekeepers	\$1,000,000	
В		AUTOMOBILE LIABILITY  X ANY AUTO	2099473546	4/1/2009	4/1/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
		ALL OWNED AUTOS SCHEDULED AUTOS	94045			BODILY INJURY (Per person)	\$	
		X HIRED AUTOS X NON-OWNED AUTOS	le que la companya de			BODILY INJURY (Per accident)	\$	
					4 P P P P P P P P P P P P P P P P P P P	PROPERTY DAMAGE (Per accident)	s	
	†	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	8	
		ANY AUTO		Ì		OTHER THAN EA ACC	\$	
				<u> </u>		AUTO ONLY: AGG	\$	
C	1	EXCESS / UMBRELLA LIABILITY	BE2023740	4/1/2009	4/1/2010	EACH OCCURRENCE	\$25,000,000	
		X OCCUR CLAIMS MADE	PA A September			AGGREGATE	\$25,000,000	
	-						\$	
		DEDUCTIBLE					\$	
		X RETENTION \$10,000	<u> </u>		<u> </u>	     WCSTATU-   OTH-	\$	
	ARID	RKERS COMPENSATION EMPLOYERS' LIABILITY				WC STATU- OTH- TORY LIMITS ER		
١.	ANY	PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$	
	ANY PROPRIETOR/PARTHER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		1			EL DISEASE - EA EMPLOYE	1	
L	SPE	s, describe under CIAI, PROVISIONS below			<u> </u>	E.L. DISEASE - POLICY LIMIT		
D	Her	ER bicide & Pesticide	PEL862985400	4/1/2009	4/1/2010	\$1,000,000 \$5,000,000	Each Claim Aggregate	
Nam	ed I:	ION OF OPERATIONS / LOCATIONS / VEHIC nsured continues: The Gin 3 Gathering Drive, Reunion	n Companies, LLC and Reun	MENT/SPECIAL PRO ion Resort & (	VISIONS Club of Orland	0		
<u>ب</u>	CERTIFICATE HOLDER CANCELLATION							
Reunion East CDD C/O Governmental Management Services Attn: Ariel Lovera 201 E. Pine St., Suite 950			SHOULD ANY BEFORE THE WILL ENDEA CERTIFICAT SHALL IMPO THE INSURE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.				
Orlando FL 32801					AUTHORIZED REPRESENTATIVE CLOCKY K WILLLUIS			

ACORD 25 (2009/01)

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## FIRST AMENDMENT TO AGREEMENT REGARDING THE PROVISION OF POOL STRUCTURES AND AREAS CLEANING SERVICES

This First Amendment to Agreement Regarding the Provision of Pool Structures and Areas Cleaning Services ("Amendment"), dated September 11, 2008, is made by and between REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district (the "District") and the REUNION CLUB OF ORLANDO, LLC, a Georgia limited liability company (the "Contractor").

WHEREAS, the District and the Contractor are parties to that certain Agreement Regarding the Provision of Pool Structures and Areas Cleaning Services, dated July 1, 2007 (the "Agreement", a copy of which is attached hereto as Exhibit "A") relating to the cleaning and maintenance of certain District owned facilities located in Osceola County, Florida as are more particularly described therein; and

WHEREAS, the Agreement remains in full force and effect between the District and Contractor; and

WHEREAS, the District has determined it to be in the best interest of the District to extend the term of the Agreement in accordance with Section 5 of said Agreement; and

WHEREAS, in accordance with Exhibit "B" of the Agreement, and in conjunction with the extension of the term of the agreement, the District and the Contractor have agreed to an increase in fees for the Contractor's services provided under the Agreement, as such increase is described herein; and

WHEREAS, the District and Contractor desire to modify and amend the Agreement to reflect both the District's desire to extend the term of the Agreement and to set forth the increased fees for the Contractor's services provided under the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
- 2. That the Agreement is in full force and effect.
- 3. That, notwithstanding the provision for a twelve (12) month extension to the Agreement set forth in Section 5 of the Agreement, the term of the Agreement is hereby extended for an additional fifteen (15) months from its original termination date so that the new termination date of the Agreement shall be September 30, 2009.

4. That, in accordance with Exhibit "B" of the Agreement, the fees for the Contractor's services are hereby increased and are established as set forth below for the indicated period:

Monthly Fees beginning July 1, 2008 to September 30, 2009

Homestead Pool	\$ 520
Heritage A Pool	\$ 624
Heritage B Pool	\$ 624
Carriage Pointe Pool	\$ 520
Terraces Recreation Area and Pool	\$1,040

- 5. That, in order to facilitate execution of this Amendment, this Amendment may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.
- 6. That, except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.
- 7. That all of the provisions contained herein shall be retroactively effective as of July 1, 2008.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on their behalf by duly authorized representatives as of the date first set forth above.

Attest:

Secretary/Asst. Secretary

REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT,
a Florida community development district

Ralph Zeigler

Chairman, Board of Supervisors

THE REUNION CLUB OF ORLANDO, LLC, a Georgia limited liability company

sy: Cauly Hard

Print Name: Charles J Hardinan

Title: Geneval Mar.

## Exhibit A

#### AGREEMENT BETWEENTHE REUNION CLUB OF ORLANDO, LLC, AND THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT REGARDING THE PROVISION OF POOL STRUCTURES AND AREAS CLEANING SERVICES

This Agreement is made and entered into this  $\int_{-\infty}^{\infty} day$  of  $\frac{\sqrt{3}}{2}$ , 2007, by and between:

The Reunion East Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Osceola County, Florida, and having offices at 201 East Pine Street, Suite 950, Orlando, FL 32801 ("the District"), and

The Reunion Club of Orlando, LLC, a Georgia limited liability company, whose mailing address is 8011 B Osceola Polk Line Road, Davenport, FL 33896 (hereinafter "Contractor").

#### **RECITALS**

WHERAS, the District was established by an ordinance of Osceola County for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure, including surface water management systems, potable water distribution, wastewater collection, and reuse facilities, roadways, landscaping, parks, indoor and outdoor recreational, cultural, and educational facilities and uses; and

WHEREAS, the District has a need to retain an independent contractor to provide cleaning services for certain facilities within the District; and

WHEREAS, Contractor submitted proposal, attached hereto as Exhibit "A" and incorporated herein by reference, and represents that it is qualified to serve as a cleaning contractor and provide such services to the District; and

WHEREAS, the District desires and finds it in the best interest of the District to engage the services of the Contractor.

- NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:
- **Section 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.
- Section 2. DUTIES. The duties, obligations, and responsibilities of the Contractor are described in Exhibit "A" hereto. Contractor shall be solely responsible for the means, manner

and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall report to the District Manager or his/her designee. Additionally duties may be specified by the District Manager or his/her designee.

- **Section 3. COMPENSATION**. District agrees to compensate the Contractor in accordance with Exhibit "B". Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his/her designee.
- **Section4. INDEPENDENT CONTRACTOR.** The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.
- Section 5. TERM. This agreement shall commence July 1, 2007 and shall continue for an initial period of one year unless terminated in accordance with Section 11 below. This agreement may be extended for one additional twelve (12) month period upon agreement of the parties' hereto in writing and subject to appropriation of funds by the District's Board of Supervisors.

#### Section 6. INSURANCE.

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance:
  - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:
    - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractor's operation;
    - (ii) The District shall be named as additional insured
  - (3) Employer's Liability Coverage with limits of at least \$300,000 (three hundred thousand dollars) per accident or disease.
  - (4) Professional Liability Insurance with limits of \$1,000,000 (one million dollars).
  - (5) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- Section 7. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless and defend the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.
- Section 8. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.
- Section 9. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.
- Section 10. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- **Section11. CANCELLATION**. The District shall have the right to cancel this Agreement any time without cause upon seven (7) days written notice to the Contractor. Contractor shall have the right to cancel this Agreement upon thirty (30) days written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement.
- **Section 12. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- **Section13. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to Contractor: The Reunion Club of Orlando, LLC

8011 B Osceola Polk Line Road

Davenport, FL 33896 Attn: <u>General Manager</u>

B. If to District: Reunion East Community Development District

201 E. Pine Street, Suite 950

Orlando, FL 32801 Attn: District Manager With a copy to:

and addresses set forth in this Agreement.

Jan Albanese Carpenter Esq., District Counsel

Shuffield, Lowman & Wilson, P.A. 1000 Legion Place, Suite 1700 Orlando, Florida 32801

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the Untied States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addresses of any change in name or address to

**Section 14. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other, and such approval shall not be unreasonably withheld.

which Notices shall be sent by providing the same on five (5) days written notice to the Parties

- Section 15. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.
- Section 16. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida law.
- **Section 17. SEVERABILITY**. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- **Section 18. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- **Section 19. COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

Secretary

A J +

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT

Chairman, Board of Supervisors

Print Name: Relph E. Zeigh

ATTEST:

Printed Name: Tid D FUELS

THE REUNION CLUB OF ORLANDO, LLC

Charle Handen

Title: <u>General Man</u>
Printed Name: <u>Charlie Hardinan</u>

#### EXHIBIT A

#### Reunion East Community Development District

#### Community Pools Structures and Areas at Reunion Resort

#### Service Areas:

The following pool structures and pool deck areas will be included in this scope.

Homestead Pool Heritage A - Pool

Heritage B - Pool

Carriage Pointe - Pool

Terraces Recreation Structures including fountain structure areas and Pool Deck Areas (see below for additional scope) (to begin upon acceptance of facilities from Developer) (This will be after July 1, 2007.)

Additional community pools can be added at a later date as they become operational, if applicable.

#### **Billing Procedures:**

The Reunion East Community Development District will be invoiced monthly for the services performed on the above pool structures and areas. The billing will need to be to the following entity and billing address. This should not be commingled with any other accounts for billing purposes. See Fee Schedule (Exhibit B) for monthly billing amount by Service Areas.

#### **Billing Information:**

Reunion East Community Development District c/o Governmental Management Services-Central Florida 201 E. Pine Street Suite 950 Orlando, FL 32801

### **Scope of Cleaning Services**

Contractor shall provide once a day cleaning service to the pool house structure and adjacent pool deck as designated below: The time frame for the work should be Morning between the hours of (8:00am to 11:00 am) seven days a week. All equipment, cleaning supplies, chemicals, and paper supplies including plastic garbage liners that are needed to complete the above services will be provided by the Contractor. All pricing for services should be for one year and any increase after the one year period will need to be provided 60 days prior to implementation for review and subject to appropriation of funds by the District's Board of Supervisors.

#### **Pool House Structure:**

Services shall include daily inspections of each pool house structure noted above including all covered or uncovered entry areas and other common areas within and adjacent to the structure. Any unsafe or hazardous conditions found to exist anywhere on the premises should be reported immediately to the District Manager or his/her designee.

#### All Rooms:

Windowsills, baseboards, cobwebs and interior windows shall be cleaned on a regular basis. Fingerprints washed from walls and switch plates. Doors and door frames will be dusted and cleaned on a regular basis. (Cleaning with water hose is strictly prohibited as this will cause damage to the walls.) Any repairs for such damages will be the responsibility and expense of the Contractor.

Any faucets, water fountains, or other fixtures or basins (sinks) within the rooms will be cleaned and polished on a regular basis.

All floors within the structure and entry and immediate surrounding area will be swept and/or vacuumed and cleaned appropriately to remove all dirt and debris from flooring and wet mopped (post "wet floor" signage). This should be done on a daily basis. All light fixtures should be cleaned, glass cleaned, checked and any light bulb replacement will be reported to District Manager or his/her designee. Light Covers should be removed on a weekly basis and all bugs and debris removed and inside of cover cleaned.

All garbage cans or other waste containers within the structure and on the pool deck will be emptied and a plastic bag will be replaced in each container and disposal of resulting waste into approved containers off the premises. All garbage cans will be appropriately cleaned to remove any dirt prior to replacement of plastic liners.

#### **Covered Entries:**

Covered Entry between pool structures and at main entry shall be cleaned on a regular basis to remove dirt, dust, cobwebs and any other debris from the surface areas in an appropriate manner. At least daily, this area should be completely hosed to remove the debris.

All light fixtures should be cleaned, glass cleaned, checked and any light bulb replacement required will be reported to District Manager or his/her designee.

#### Restrooms:

Toilets, sinks, and any other fixture in these rooms shall be scrubbed and cleaned. Mirrors and faucets will be cleaned and polished.

All counters and cabinets will be cleaned and polished.

Windowsills, baseboards, cobwebs and interior windows shall be cleaned on a regular basis. Fingerprints washed from walls and switch plates and doors. Doors and door frames will be dusted and cleaned on a regular basis.

All garbage cans or other waste containers will be emptied and a plastic bag will be replaced in each container and disposal of resulting waste into approved containers off the premises. Any and all debris will be removed from this area

All floors will be sweep or vacuum to remove all dirt and debris and wet mopped (post "wet floor" signage).

Paper hand towel and Soap dispensers will be filled. Toilet Paper dispenser will be filled and 1 extra roll will be placed in the facility.

Any additional paper goods required will be filled appropriately.

All light fixtures should be cleaned, glass cleaned, checked and any light bulb replacement will be reported to District Manager or his/her designee. Light Covers should be removed on a weekly basis and all bugs and debris removed and inside of cover cleaned.

#### Pool Deck and Furniture:

Pool deck will be sweep, vacuum, or hosed to remove all dirt and debris each morning. Any obvious deck stains will be addressed appropriate to be removed.

All pool furniture including chairs, tables, and umbrellas will be cleaned and hosed to remove all dirt and debris including deep clean to remove mold and mildew, if needed. The furniture will be checked for any damages and all tables and chairs will be arranged daily. Any damages will be reported to District Manager or his/her designee.

All garbage cans or other waste containers on the pool deck will be cleaned and emptied and a plastic bag will be replaced in each container and disposal of resulting waste into approved containers off the premises. All garbage cans will be appropriately cleaned to remove any dirt prior to replacement of plastic liners.

#### Terraces (In Addition to above)

Clean park benches in courtyard area with appropriate cleaner.

Clean deck area around fountain (not fountain). Same procedures as pool deck noted above.

Remove trash/debris from courtyard area and surrounding landscaped areas.

Clean Gazebo area. Hose deck and exterior of building. Clean benches. Cleaning of ceilings to include all fans, light fixtures of any debris. Spray cleaning with water hose is strictly prohibited. This could cause damage. Any repairs for such damages will be the responsibility and expense of the Contractor.

Clean Gazebo (entertainment area). Hose deck and exterior of building. Cleaning of ceilings to include fans, light fixtures of any debris. Spray cleaning with water hose is strictly prohibited. This could cause damage. Any repairs for such damages will be the responsibility and expense of the Contractor.

Remove trash from these areas and replace can liners.

Clean Grill, if necessary

Report any unsafe or hazardous conditions to District Manager or his/her designee. Report any maintenance items to District Manager or his/her designee.

Updated June 20, 2007

#### EXHIBIT B

#### Reunion East Community Development District

Community Pools Structures and Areas at Reunion Resort Cleaning Service Fee Schedule Effective Date: July 1, 2007

The following pool structures and pool areas will be billed the following amounts monthly for the cleaning services as defined on Exhibit A.

Monthly Fee (a)
\$ 500
\$ 600
\$ 600
\$ 500
\$ 1,000

(a) The monthly fee for pool structures and pool areas will need to be prorated based on start date of service and effective date of agreement if not at the beginning of the month for the first month. In addition, the services for the Terraces Recreation Area and Pool will be requested upon transfer of ownership of facilities from Developer to CDD. The monthly fee will need to be pro rated based on start date of service (after July 1, 2007) if not at the beginning of a month for the first month.

The above amounts will be effective starting the effective date of the Agreement for an initial one year term. In accordance with Section 5. Term of the Agreement, these fees are subject to a maximum four (4) percent increase after the initial one year term upon a 60 day written receipt for fee increase from Contractor; the agreement will be extended for one additional year (12 month period) and both conditions are subject to appropriation of funds by the District's Board of Supervisors.

The pool structures and pool area scope of services provided for these fees have been defined within Exhibit A - Community Pools Structures and Areas at Reunion Resort. Any additional services outside of the scope of services as defined on Exhibit A may be requested by District Manager or his/her designee and may be provided based on the specific request and ability to provide the service(s). Upon request by District Manager or his/her designee, these additional services and the cost associated with providing these additional services will be addressed appropriately with appropriate proposal including scope of service and associated cost presented and approved by District Manager or his/her designee prior to commencement of service(s).

This agreement does not include any cost associated with repairs or maintenance or any other engineering cost. Per Exhibit A any repairs and maintenance or other engineering cost to these areas should be reported to the District Manager or his/her designee for resolution.

This agreement will be amended at a later date for any additional pools, if applicable.

Updated June 20, 2007

## SECTION V



**Proposal** 

Project Name: 1400 Reunion Blvd.

Project Phase: R&R Concrete Flume & Disapators

Project Address: 1400 Reunion Blvd.
City, State, Zip: Reunion, Fl. 34747

Proposal Date: Thursday, August 17, 2023

Proposal price good for 20 days from the date of this proposal.

1980 Cameron Ave Sanford, FL 32771 P: (386) 218-6969 F: (386) 218-6970 www.allterraintractorservice.com

Prepared for: **Boyd Civil Engineering** 

Address: **6816 Hanging Moss Rd.** 

City. State, Zip: Orlando, Fl. 32807

Contact: **Steve Boyd** 

Phone: 407-494-2693 EXT. 101

Cell: 407-230-5032

Email: Steve@boydcivil.com

#### Scope of Work

1. Under The Terms and Conditions of This Proposal. All Terrain Tractor Service Inc, Hereby Proposes to Provide Labor, Materials, Supervision Necessary to Complete "ONLY" the Described Line Items Listed Below. No Other Work expressed or Implied in This Proposal.

#### **Qualifications & Exclusions**

- 1. There are No Permits included in this proposal. If any are required, they will be at an additional cost.
- 2. There are No Bonds included in this proposal. If any are required, they will be at an additional cost.
- 3. There is No Testing of Any Kind included in this proposal. If any are required, they will be at an additional cost.
- 4. There are No Layout or Survey included in this proposal. If any are required, they will be at an additional cost.
- 5. There is No MOT of Any Kind included in this proposal. If any are required, they will be at an additional cost.
- **6.** There is **No Dewatering** In This Proposal. If Needed it will be an additional Costs.
- 7. There is No Sod, Landscaping, or Irrigation or Irrigation Repairs in this Proposal. If needed it will be an additional Costs.
- 8. There is No handling of contaminated, or hazardous materials included in this proposal. If any is required, it will be at an additional cost.
- 9. Any electrical work associated with site work scope is by others.
- 10. Any electrical, power, gas, CATV, telephone, utilities relocated or removed by others.
- 11. This Bid is Based Soley on Information Provided by Others. All Terrain Accepts No Responsibilty to Unforeseen Differences.

CODE	DECRIPTION	QTY	UOM	<b>UNIT PRICE</b>	TOTAL
1.001	Mobilization	1	LS	\$1,000.00	\$1,000.00
	Locates & Verification	1	LS	\$250.00	\$250.00
	Supervision	8	HR	\$85.00	\$680.00
3.005	Remove Guard Rail	1	LS	\$500.00	\$500.00
3.003	Remove Concrete Flume w/ Disapators	1	LS	\$650.00	\$650.00
	Remove Brush and Concrete Rip Rap	1	EA	\$750.00	\$750.00
6.20	Flowable Fill for Void (Allowance)	10	CY	\$245.00	\$2,450.00
6.20	Form Pour & Finish Concrete Flume w/ Disapators	1	LS	\$3,250.00	\$3,250.00
6.10	Short Load Charge	1	LS	\$400.00	\$400.00

Page 1 of 2 2:48 PM, 8/17/2023

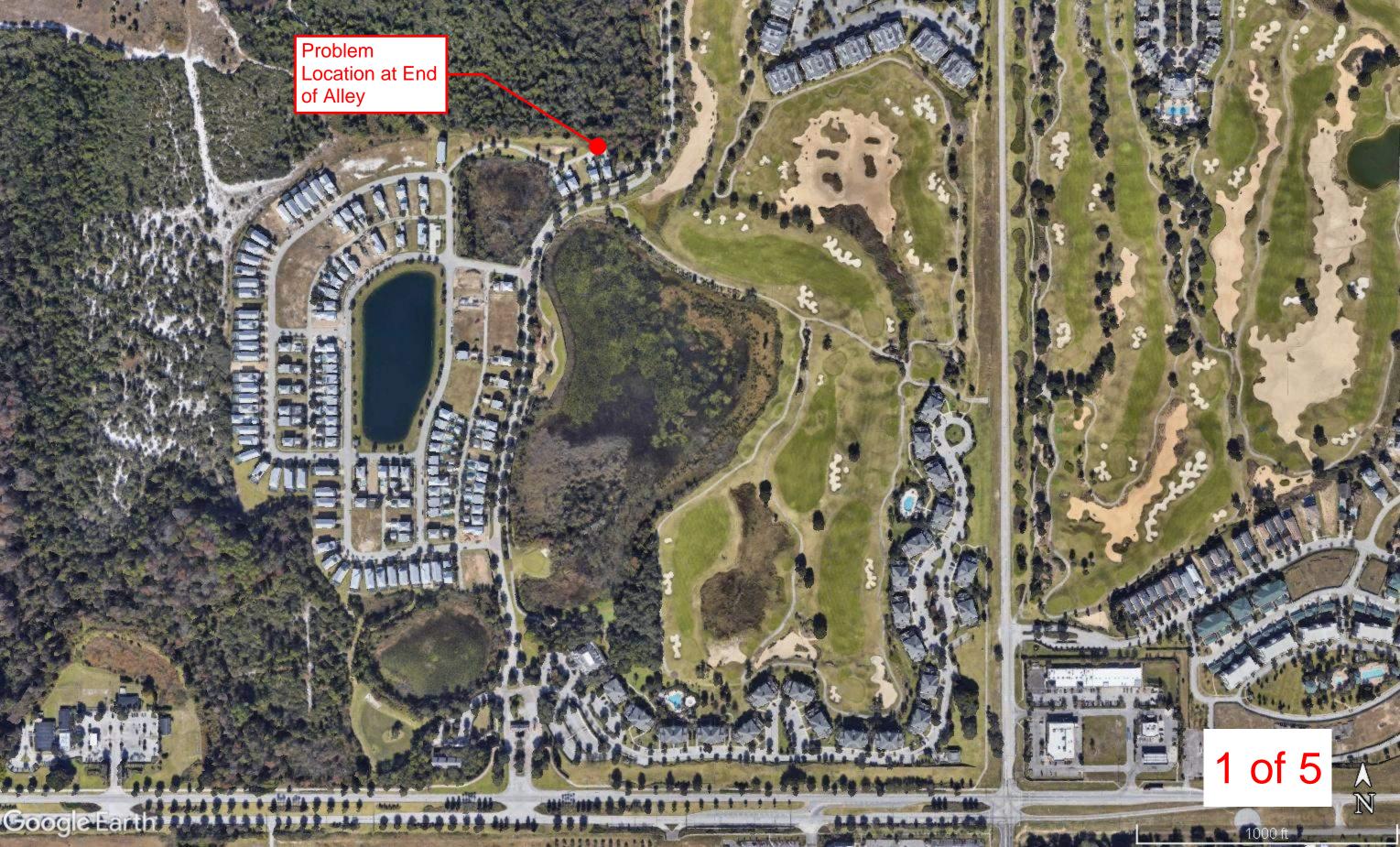
	Filter Fabric & Install	1	Roll	\$750.00	\$750.00
4.004	Import Fill Dirt	2	LD	\$350.00	\$700.00
	Grade Imported Fill	1	LS	\$1,250.00	\$1,250.00
4.004	Rip-Rap for Flume	20	TN	\$105.00	\$2,100.00
	Re-Install Guard Rail	1	LS	\$800.00	\$800.00

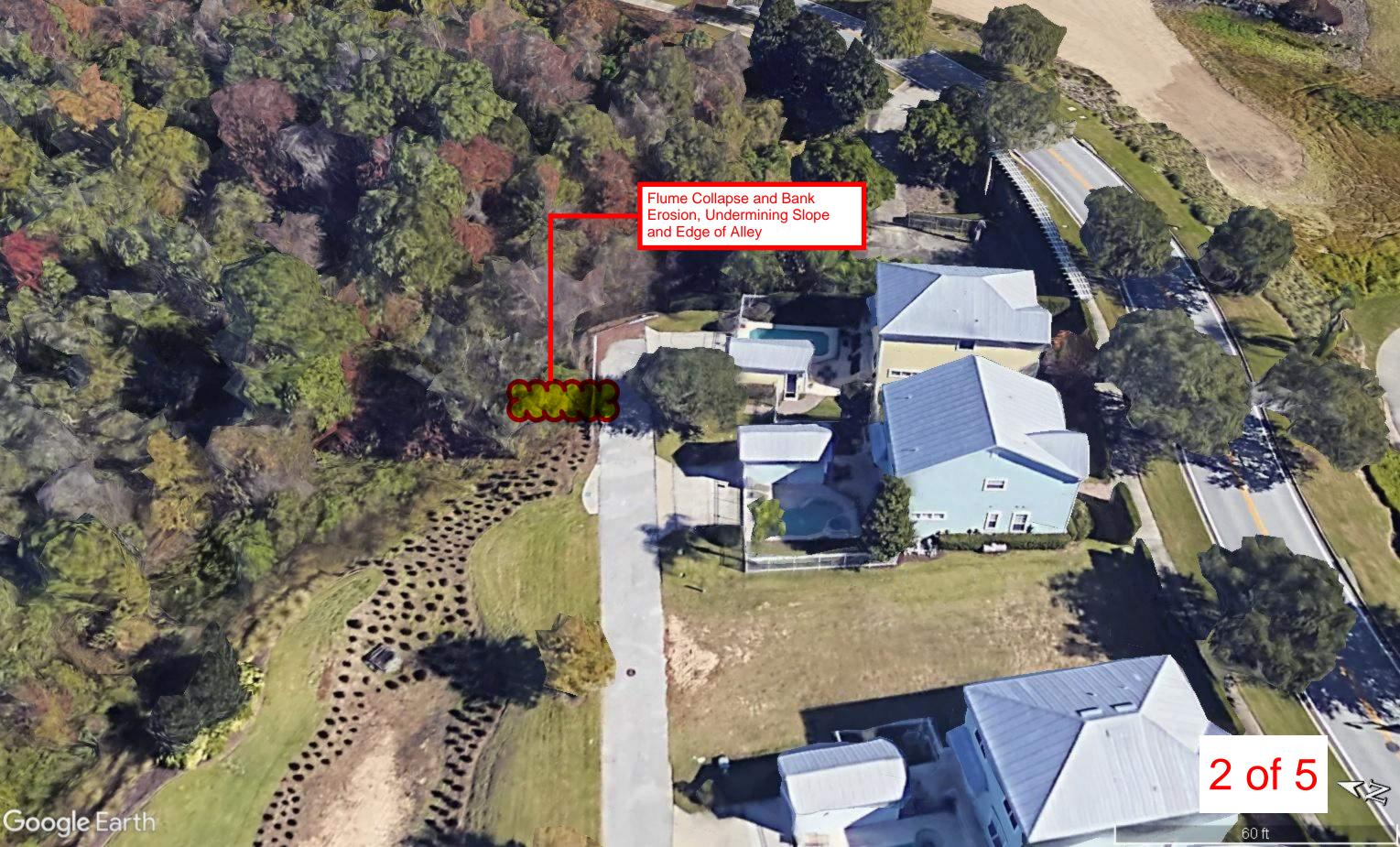
Change Order Total \$15,530.00

Landon Massa		Steve Boyd	
All Terrain Tractor Service, Inc.	<u> </u>		
	/ /		/ /
Authorized Signature	Date	Authorized Signature	Date

Price is subject to change, pending receipt of 'Final Construction Drawings'.

Page 2 of 2 2:48 PM, 8/17/2023











# SECTION VI

# LICENSE AGREEMENT BETWEEN REUNION EAST COMMUNITY DEVELOPMENT DISTRICT AND REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC. REGARDING MAINTENANCE OF THE DUMPSTERS LOCATED AT THE STABLES

THIS LICENSE AGREEMENT BETWEEN REUNION EAST COMMUNITY DEVELOPMENT DISTRICT AND REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC. REGARDING MAINTENANCE OF THE DUMPSTERS LOCATED AT THE STABLES (the "Agreement") is made on this \_\_\_\_\_ day of October, 2023 (the "Effective Date"), by and between the REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the "District"), and REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC., a Florida not for profit organization, whose principal address is c/o Artemis Lifestyle Services, Inc., 1631 E. Vine Street, Suite 300, Kissimmee, Florida 34744 (the "Licensee").

#### **RECITALS**

**WHEREAS**, the District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended;

WHEREAS, the District is the owner of certain real property, commonly referred to as "The Stables", identified in Exhibit "A" attached hereto (the "License Area");

WHEREAS, there are two dumpsters located on the License Area (the "Dumpsters");

WHEREAS, the parties have recognized the need to provide additional maintenance of the Dumpsters in order to achieve the following (1) prevention of the buildup and overflowing of trash/debris in and around the Dumpsters; (2) prevention of safety hazards caused by overflowing trash/debris in and around the Dumpsters; (3) prevention of rodents, pests and vermin from the Dumpsters; (4) prevention of unauthorized use of and access to the Dumpsters; and (5) preservation of the appearance of the License Area and Dumpsters for residents of the community;

**WHEREAS**, the District and Licensee agree that it is in their mutual best interest to enter into this Agreement regarding maintenance of the Dumpsters; and

**NOW THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), each to the other paid, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein and in the exhibits attached hereto to be performed by each of the parties hereto, the parties hereby agree as follows:

1. <u>Recitals.</u> The recitals above are true and correct and are hereby incorporated by this reference.

#### 2. <u>Use of License Area and Maintenance of Dumpsters.</u>

- A. Subject to the terms and conditions of this Agreement, the District hereby grants to Licensee the non-exclusive right and license to access the License Area for purposes of maintaining the dumpsters located in the License Area.
- B. Licensee agrees to maintain the Dumpsters in a clean and safe manner, including by providing the following services:
  - (1) removal of trash/debris from in and around the Dumpsters in order to prevent the buildup and overflow of trash/debris in and around the Dumpsters;
  - (2) pest control services in and around the Dumpsters in order to reduce rodents, pests and vermin from the Dumpsters; and
  - (3) prevention of unauthorized use of and access to the Dumpsters.
- 3. <u>Term of Use of the License Area</u>. Licensee shall be entitled to use of the License Area from the Effective Date and until January 31, 2024 (the "**Term**"), in accordance with the terms and conditions of this Agreement and the purposes stated herein, or until either the District or Licensee terminate this Agreement in accordance with the provisions of this Agreement.
- 4. <u>Nonexclusive Use of License Area.</u> The license granted to Licensee shall not be deemed to give to Licensee the exclusive right to use the License Area and shall not preclude District from granting a license or licenses to others; provided, however, the rights of other licensees shall be exercised without causing unreasonable interference with the activities being carried on by Licensee in accordance with this Agreement. Similarly, the rights of Licensee under this Agreement shall be exercised without causing interference with the activities being carried on by other licensees in accordance with their respective licenses.
- 5. <u>Indemnification.</u> Licensee agrees to defend, indemnify, and save harmless the District from and against any and all liability for death or injury to any persons, and from and against any and all liability for loss, damage or injury to any property, incurred or sustained by District arising from, growing out of, or resulting from this Agreement, the use of the License Area, including costs, attorney's fees, and other expenses incurred by District in defending any such claim unless such loss, damage, or injury is due to the negligence of District, its employees, agents, or invitees.

#### 6. Obligation.

A. Notwithstanding anything contained herein, Licensee's, or its agents', guests', employees', invitees', representatives' or designees', access and utilization of the License Area shall not cause damage to or materially interfere with the use, operation or maintenance of any part of the License Area (or any of District's improvements located thereon) or with any of the District's other operations or activities or those of the general public.

- B. Licensee shall promptly reimburse the District for the costs of repair of any damage to the License Area, or any improvements located thereon, directly or indirectly caused Licensee's use of the License Area.
- 7. Termination or Cessation of Agreement. The District or the Licensee may terminate this Agreement at any time by providing thirty (30) days advance written notice to the other party of its intent to so terminate this Agreement. Upon termination or cessation of the Agreement, Licensee shall restore the License Area to its original condition at Licensee's sole expense. If Licensee fails to restore the License Area to its original condition within thirty (30) days of the termination or cessation of this Agreement then Licensee agrees to reimburse the District for the restoration costs.
- 8. <u>Insurance.</u> Licensee shall maintain comprehensive general liability insurance, at the Licensee's sole expense, in the type and amount of coverage as considered customary and reasonable within its industry. The policy shall include the District as an additional insured. Licensee shall ensure that any contractors using the License Area shall be properly licensed and insured, sufficient to protect the interests of the District, and Licensee shall ensure all such contractors include the District as an additional insured. Licensee shall provide the District with proof of insurance upon request.
- 9. <u>Waiver.</u> Licensee waives and releases all claims against District, its officers, directors, agents, employees, contractors and servants, and agrees that the District shall not be liable for injury to persons or damage to property, including the Licensee's trash receptacle/dumpster, sustained by Licensee or by any occupant of the License Area, resulting directly or indirectly from any existing or future condition, defect, matter, or thing on the License Area or any part of it or from equipment or appurtenance which becomes out of repair, or from any occurrence, act, negligence or omission of any of the District's officers, directors, agents, employees, contractors and servants.

#### 10. Governing Law and Construction of Agreement.

- A. This Agreement and all matters related hereto shall be governed by and construed in conformity with the laws of the State of Florida.
- B. If this Agreement contains any provisions construed to be unenforceable or unlawful by a court of competent jurisdiction, the same shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision shall be stricken from this Agreement without affecting the binding force and effect of the Agreement or any of its other provisions.
- C. Licensee shall at all times comply with all laws, ordinances, rules and regulations, if any, of municipal, state, and federal governmental authorities relating to the License Area.

#### 11. Sovereign Immunity and Public Records.

- A. Nothing contained herein, or in the Agreement, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- B. Licensee understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Licensee agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*.
- 12. <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Agreement need not all be on a single copy of this Agreement and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals to the same copy.

#### 13. Notice.

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

If to District: Reunion East Community Development District c/o Governmental Management Services- Central Florida,

LLC

219 E. Livingston Street Orlando, Florida 32801

Attention: Tricia Adams, District Manager

Telephone: (407) 841-5524

Copy to: Latham, Luna, Eden & Beaudine, LLP

201 S. Orange Ave., Suite 1400

Orlando, Florida 32801

Attention: Jan Albanese Carpenter, District Counsel

Telephone: (407) 481-5800

If to Licensee: Reunion Resort & Club of Orlando Master Association, Inc.

c/o Artemis Lifestyle Services, Inc. 1631 E. Vine Street, Suite 300 Kissimmee, Florida 34744

Attention: \_\_\_\_\_\_
Telephone:

- A. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.
- 14. <u>Modification.</u> No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.
- 15. <u>Severability.</u> If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired.
- 16. <u>Interpretation.</u> This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA**.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on their behalf by duly authorized representatives, all as of the date first set forth above.

[Signatures provided on following page.]

# CO-SIGNATURE PAGE TO THE LICENSE AGREEMENT BETWEEN REUNION EAST COMMUNITY DEVELOPMENT DISTRICT AND REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC. REGARDING MAINTENANCE OF THE DUMPSTERS LOCATED AT THE STABLES

Witnesses:	<u>District:</u>
Signature:	REUNION EAST COMMUNITY DEVELOPMENT DISTRICT
Print Name:	
Signature:	Sign:
	Print: Mark Greenstein
Print Name:	Title: Chairman
online notarization, this day of Octob Supervisors, of the <b>REUNION EAST CO</b>	nowledged before me by means of [] physical presence or [] per, 2023, by Mark Greenstein, as Chairman of the Board of <b>DMMUNITY DEVELOPMENT DISTRICT</b> , a community was of the State of Florida. He is [] personally known to me, use as identification.
	Notary Public My Commission Expires:

# CO-SIGNATURE PAGE TO THE LICENSE AGREEMENT BETWEEN REUNION EAST COMMUNITY DEVELOPMENT DISTRICT AND REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC. REGARDING MAINTENANCE OF THE DUMPSTERS LOCATED AT THE STABLES

Witnesses:	<u>Licensee:</u>
Cianatara	REUNION RESORT & CLUB OF
Signature:	ORLANDO MASTER ASSOCIATION, INC., a Florida not for profit corporation
Print Name:	irve., a riorida not for profit corporation
	Sign:
Signature:	Duint
Print Name:	Print:
- Time i varie.	Title:
STATE OF FLORIDA ) COUNTY OF OSCEOLA )	
online notarization, this day of Octo	owledged before me by means of [] physical presence or [] ober, 2023, by, as N RESORT & CLUB OF ORLANDO MASTER
ASSOCIATION, INC., a Florida not for p personally known to me or [] has produced a	rofit corporation, on behalf of the corporation. She/he is [] Driver's License as identification.
	Notary Public
	My Commission Expires:

### EXHIBIT "A"

### "License Area"

Parcel 2B, according to the Reunion Village 1B plat, as recorded in Plat Book 15, Page 174, Public Records of Osceola County, Florida.

# **SECTION VII**

# SECTION C

## SECTION 1

## **Reunion East Action Items**

Meeting				
Assigned	Action Item	Assigned To	Status	Comments
		Kingwood/		Approved in substantial
3/14/11	Irrigation Management	Trucco	Completed	form by BOS 08.10.2023
2/13/20	Access to Reunion Village/Davenport Creek Bridge	Boyd/Scheerer	In Process	Meyer construction portion of project completed July 2023. ACT agreement executed.
	Traffic Calming			Suggested speed table locations need to be determined in conjunction with road repairs.
	Dood Donlooment and			Geotechnical investigation approved 07.13.2023. DE
	Road Replacement and Maintenance	Boyd	In Process	will determine scope for repairs based on results.
	Seven Eagles Fountain	Воуч	1111100033	Proposals to be reviewed at
1/9/23	Replacement	Scheerer	In Process	October meeting.
	RFID & Transponder at			Approved 07.13.2023;
5/22/23	Reunion Village Gate	Scheerer	In Process	installation pending.
				Dangerous Curve or S
	Signage on S Curve at			Curve sign to be installed
8/10/23	Excitement	Scheerer	In Process	near Radiant

7/13/23	Seven Eagles & Guard House Roof Replacements	Scheerer		Seven Eagles proposal approved 07.13.2023. Guard House proposals approved 08.10.2023.October 16 - Seven Eagles closed up to two weeks.
8/10/23	Seven Eagles Fitness Center Signs	Scheerer	In Process	Update signs in accordance with CDD Policies in English and Spanish
	Update License			language to address pest
8/10/23	Agreements for Dumpsters at The Stables	Trucco/Adams	In Process	control, cleanliness, managed access, etc.
Reunion West Action Items				
Meeting	T COLING			
Assigned	Action Item	Assigned To	Status	Comments
1/13/22	Monitor Residential/ Industrial/Commercial Development Nearby Reunion	Adams		https://permits.osceola.org/Citizen Access/Default.aspx Parcel Numbers: 282527000000600000 51.02 acres 332527000000500000 52.55 acres 3325273160000A0090 19.04 acres
	Monitor Sinclair Road			www.Osceola.org/go/sinclai
12/9/21	Extension Project	Adams		<u>rroad</u>

	Troffic Coloning		Completed	Radar Display Signs approved for RW/Encore neighborhood 02.09.2023. Signs received and
	Traffic Calming Pavement Management		Completed	installation completed.  Report accepted
	Plan	Boyd	Completed	08.10.2023.
1/9/23	Sign Upgrades to Reunion Standard (RE and RW)	Scheerer	In Process	Approved 08.10.2023 Installation Pending.
8/10/23	Traffic Enforcement Agreement with OC (RE and RW)	Trucco	In Process	
8/10/23	Update Security Service Provider Agreements (RE and RW)	Trucco	In Process	Language to include Rules for Public Access
8/10/23	Monument Plantings	Scheerer	In Process	Approved 08.10.2023. Installation pending.
8/10/23	Whitemarsh Mound	Scheerer	In Process	Gas line/utility easement - reviewing options for lowering

# SECTION 2

# Reunion East Community Development District

### Summary of Check Register

August 1, 2023 to August 31, 2023

Fund	Date	Check No.'s	Amount
General Fund	8/1/23	5752-5757	\$ 34,421.90
	8/8/23	5758-5764	\$ 11,598.67
	8/9/23	5765-5770	\$ 11,706.54
	8/22/23	5771-5775	\$ 21,405.59
	8/29/23	5776-5781	\$ 8,695.46
			\$ 87,828.16
Replacement & Maintenance	8/8/23	223	\$ 15,685.00
•	8/22/23	224	\$ 11,526.96
	8/29/23	225	\$ 6,235.00
			\$ 33,446.96
Payroll	<u>August 2023</u>		
•	John Dryburgh	50720	\$ 184.70
	June Wispelwey	50721	\$ 184.70
	Mark Greenstein	50722	\$ 184.70
	Steven Goldstein	50723	\$ 184.70
	Trudy Hobbs	50724	\$ 184.70
			\$ 923.50
			\$ 122,198.62

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/07/23 PAGE 1
\*\*\* CHECK DATES 08/01/2023 - 08/31/2023 \*\*\* GENERAL FUND

*** CHECK DATES	08/01/2023 - 08/31/2023 *** GENERAL FUND BANK A REUNION EAST CDD			
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
8/01/23 00176	7/17/23 27225 202307 320-53800-48200	*	168.00	
	PREVENTATIVE MAINT JUL23 7/17/23 27225 202307 300-13100-10100 PREVENTATIVE MAINT JUL23	*	132.00	
	FITNESS SERVICES OF FLORIDA IN	C 		300.00 005752
8/01/23 00119	7/05/23 118701A 202306 310-51300-31500	*	4,851.99	
	LATHAM, LUNA, EDEN & BEAUDINE, LL	P 		4,851.99 005753
8/01/23 00163	7/25/23 1869 202307 320-53800-47500 SOFT WASH PERGOLA FENCING	*	322.00	
	7/25/23 1869 202307 300-13100-10100 SOFT WASH PERGOLA FENCING	*	253.00	
	PRESSURE WASH THIS			575.00 005754
8/01/23 00054	8/01/23 2023AUG 202308 320-53800-34500	*	6,533.33	
	SECURITY SERVICES AUG23 8/01/23 2023AUG 202308 300-13100-10100 SECURITY SERVICES AUG23	*	5,133.33	
	REUNION RESORT & CLUB MASTER A	SSOC.		11,666.66 005755
8/01/23 00175	8/01/23 90013 202308 320-53800-46200 POOL MAINTENANCE AUG23	*	8,680.00	
	8/01/23 90013 202308 300-13100-10100	*	6,820.00	
	ROBERTS POOL SERVICE AND REPAIR	RINC		15,500.00 005756
8/01/23 00060	7/10/23 404054 202307 320-53800-46200 TER-RESET FIXTURE/SECURE	*	159.60	
	7/10/23 404054 202307 300-13100-10100	*	125.40	
	TER-RESET FIXTURE/SECURE 7/11/23 404107 202307 320-53800-46200	*	124.60	
	SE-QRTLY SAFETY INSP. EQP 7/11/23 404107 202307 300-13100-10100	*	97.90	
	SE-QRTLY SAFETY INSP. EQP 7/18/23 404333 202307 320-53800-46200	*	111.72	
	HC B-INST.LGHT SCREW FIXT 7/18/23 404333 202307 300-13100-10100	*	87.78	
	HC B-INST.LGHT SCREW FIXT 7/18/23 404334 202307 320-53800-46200	*	459.90	
	HC A-INSP/RPLC VLVE/BASIN 7/18/23 404334 202307 300-13100-10100 HC A-INSP/RPLC VLVE/BASIN	*	361.35	
	SPIES POOL LLC			1,528.25 005757

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/07/23
\*\*\* CHECK DATES 08/01/2023 - 08/31/2023 \*\*\* GENERAL FUND

PAGE 2

*** CHECK DATES	08/01/2023 - 08/31/2023 *** GENERAL FUND BANK A REUNIC	N EAST CDD			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# SUB SUBCLAS	VENDOR NAME	STATUS	AMOUNT	CHECK
8/08/23 00074	7/31/23 212979 202307 320-53800-47000		*	624.40	
	AQUATIC MGMT 11POND JUL23 7/31/23 212979 202307 300-13100-10100		*	490.60	
	AQUATIC MGMT 11POND JUL23  APPLIED AQ	UATIC MANAGEMENT, INC.			1,115.00 005758
8/08/23 00095	7/31/23 S96876 202307 320-53800-57400		*	592.93	
	RPLC CTRL BD/QUOTE E-MRGE 7/31/23 S96876 202307 300-13100-10100		*	465.87	
	RPLC CTRL BD/QUOTE E-MRGE ACCESS CON	TROL SYSTEMS, LLC			1,058.80 005759
8/08/23 00129	7/29/23 5339 202307 320-53800-46200		*	 159.60	
	CP-RPLC 3UMBRELLA/PAT.TBL 7/29/23 5339 202307 300-13100-10100		*	125.40	
	CP-RPLC 3UMBRELLA/PAT.TBL BERRY CONS	TRUCTION INC.			285.00 005760
8/08/23 00134	8/02/23 3757 202307 310-51300-31100		*	677.21	
	CDD MTG/SGN CERT/DUKE EAS BOYD CIVII	ENGINEERING			677.21 005761
8/08/23 00119	8/02/23 118846 202308 310-51300-31500		*	10.00	
	RETURN CHECK FEE FROM BNK LATHAM, LUN	A,EDEN & BEAUDINE,LLP			10.00 005762
8/08/23 00060	7/19/23 404768 202307 320-53800-46200			 159.60	
	CP-INSP.SPA HEATR/ADJ.VLV 7/19/23 404768 202307 300-13100-10100		*	125.40	
	CP-INSP.SPA HEATR/ADJ.VLV 7/22/23 404573 202307 320-53800-46200		*	124.60	
	SE-INSP.SPA/PRIME PUMP 7/22/23 404573 202307 300-13100-10100		*	97.90	
	SE-INSP.SPA/PRIME PUMP 7/31/23 404749 202307 320-53800-46200		*	173.29	
	SE-INST.SEAT BELT ON POOL 7/31/23 404749 202307 300-13100-10100		*	136.16	
	SE-INST.SEAT BELT ON POOL SPIES POOL	LLC			816.95 005763
8/08/23 00030			* 4,		
	RPR GASKET PIPE/REDUCE/CP 7/28/23 OS 56363 202307 300-13100-10100		•	359.71	
	RPR GASKET PIPE/REDUCE/CP	E LANDSCAPE	•		7,635.71 005764

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/07/23 PAGE 3
\*\*\* CHECK DATES 08/01/2023 - 08/31/2023 \*\*\* GENERAL FUND

CHECK BILLE	00,01,2025 00,31,2025	BANK A REUNION EA	AST CDD			
CHECK VEND# DATE	INVOICEEXPENSED T	O CT# SUB SUBCLASS	ENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT #
8/09/23 00049		300-34000		*	3,874.08	
	MANAGEMENT FEES AUG23 8/01/23 595 202308 310-51			*	83.33	
	WEBSITE ADMIN AUG23 8/01/23 595 202308 310-51			*	133.33	
	INFORMATION TECH AUG2 8/01/23 595 202308 310-51	300-31300		*	833.33	
	DISSEMINATION FEE AUG 8/01/23 595 202308 310-51	23 300-51000		*	.75	
	OFFICE SUPPLIES 8/01/23 595 202308 310-51	300-42000		*	28.60	
	POSTAGE 8/01/23 595 202308 310-51	300-42500		*	.45	
	COPIES 8/01/23 596 202308 320-53	800-12000		*	3,487.00	
	FIELD MANAGEMENT AUG2	GOVERNMENTAL N	MANAGEMENT SERVICES			8,440.87 005765
8/16/23 00074	8/15/23 213576 202308 320-53	800-47000		*	74.48	
	AQUATIC PLANT MGMT AU 8/15/23 213576 202308 300-13	100-10100		*	58.52	
	AQUATIC PLANT MGMT AU	G23 APPLIED AQUATI	IC MANAGEMENT, INC.			133.00 005766
8/16/23 00186	8/01/23 731073 202308 300-15	500-10000		*	710.68	
	ALARM MONITOR SRVC SE 8/01/23 731073 202308 300-13	100-10100		*	558.40	
	ALARM MONITOR SRVC SE	HIDDEN EYES LI	LC DBA ENVERA SYSTEMS			1,269.08 005767
8/16/23 00144				*	546.97	
	CLN BLOWER ASSEMBLY/C 8/10/23 83812630 202308 300-13	100-10100		*	429.76	
	CLN BLOWER ASSEMBLY/C	FRANK'S AIR CO	ONDITIONING, INC.			976.73 005768
8/16/23 00176	7/24/23 27255 202307 320-53	800-48200		*	168.00	
	PREVENT MNT-2ND VISIT 7/24/23 27255 202307 300-13	100-10100		*	132.00	
	PREVENT MNT-2ND VISIT	FITNESS SERVIO	CES OF FLORIDA INC			300.00 005769
8/16/23 00002	7/27/23 77082068 202307 310-51	300-48000		*	586.86	
	NOT.FY24BDGT/MTG 08/1	0/23 ORLANDO SENTI	NEL COMMUNICATION			586.86 005770

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/07/23 PAGE 4
\*\*\* CHECK DATES 08/01/2023 - 08/31/2023 \*\*\* GENERAL FUND

^^^ CHECK DATES	BANK A REUNION EAST CDD			
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
8/22/23 00074	8/15/23 213578 202308 320-53800-47000	*	624.40	
	AQUATIC MGMT 11POND AUG23 8/15/23 213578 202308 300-13100-10100	*	490.60	
	AQUATIC MGMT 11POND AUG23  APPLIED AQUATIC MANAGEMENT, INC			1,115.00 005771
	8/04/23 119853 202307 310-51300-31500	*	8,204.01	
	MTG/IRRG AGR/CONSTR EASE 8/04/23 119854 202307 310-51300-31500 FOLLOWUP-KENT HIP-FDOT	*	63.00	
	LATHAM,LUNA,EDEN & BEAUDINE,LLP			8,267.01 005772
8/22/23 00092	8/17/23 954 202307 320-53800-12100	*	758.33	
	MANAGEMENT FEES JUL23 8/17/23 954 202307 300-13100-10100	*	595.83	
	MANAGEMENT FEES JUL23 8/17/23 955 202307 320-53800-46200	*	1,848.00	
	POOL CLEANING JUL23 8/17/23 955 202307 300-13100-10100	*	1,452.00	
	POOL CLEANING JUL23 8/17/23 956 202307 320-53800-43300	*	2,360.96	
	SE CONTRACT CLEAN JUL23		,	
	8/17/23 956 202307 300-13100-10100 SE CONTRACT CLEAN JUL23	*	1,855.04	
	8/17/23 956 202307 320-53800-43300 SE CLEANING SUPPLY JUL23	*	753.32	
	8/17/23 956 202307 300-13100-10100	*	591.89	
	SE CLEANING SUPPLY JUL23 8/17/23 969 202307 320-53800-43000	*	156.89	
	DUKEENERGY#9100 8323 9862 8/17/23 970 202307 320-53800-43000	*	1,037.57	
	DUKEENERGY#9100 8324 0443 8/17/23 977 202307 320-53800-43100	*	114.74	
	TOHO METER#62644090 JUL 23			11 524 57 005773
	REUNION RESORT			
8/22/23 00103	8/22/23 08222023 202308 300-20700-10000 FY23 DEBT SRVC SER2015A		402.29	
	REUNION EAST CDD C/O USBANK			402.29 005774
8/22/23 00103	8/22/23 08222023 202308 300-20700-10800	*	96.72	
	FY23 DEBT SRVC SER2021  REUNION EAST CDD C/O USBANK			96.72 005775
8/29/23 00095	8/21/23 S98243 202308 320-53800-57400 REINST ARM/RPLC NUTKIT/TG	*	176.63	

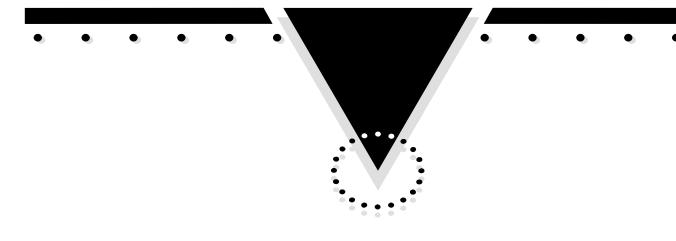
AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/07/23 PAGE 5
\*\*\* CHECK DATES 08/01/2023 - 08/31/2023 \*\*\* GENERAL FUND

CHIER DITTE	BANK A REUNION EAST CDD			
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	8/21/23 S98243 202308 300-13100-10100 REINST ARM/RPLC NUTKIT/TG	*	138.78	
	ACCESS CONTROL SYSTEMS, LLC			315.41 005776
8/29/23 00129	8/17/23 5353 202308 320-53800-46200	*	103.60	
	HC-RPR HANDLE POOL SHOWER 8/17/23 5353	*	81.40	
	HC-RPR HANDLE POOL SHOWER 8/17/23 5354 202308 320-53800-46200	*	355.60	
	TER-RPR GATE/FENCE SLATS 8/17/23 5354 202308 300-13100-10100	*	279.40	
	TER-RPR GATE/FENCE SLATS  BERRY CONSTRUCTION INC.  8/18/23 35359 202308 320-53800-53200			820.00 005777
8/29/23 00072	0/10/25 55555 202500 520 55000 55200	*	1,176.00	
	FURN/INST.6 SPEED LMT SGN 8/18/23 35359	*	924.00	
	FURN/INST.6 SPEED LMT SGN FAUSNIGHT STRIPE & LINE INC			2,100.00 005778
8/29/23 00176	4/03/23 26775 202304 320-53800-48200 SVC REO-RPLC CABLE MACHIN	*	193.20	
	4/03/23 26775 202304 300-13100-10100		151.80	
	SVC REQ-RPLC CABLE MACHIN  FITNESS SERVICES OF FLORIDA INC			345.00 005779
	6/30/23 597 202306 320-53800-57400	*	303.39	
	MOUNT HEIGHT POST GH ENTR 6/30/23 597 202306 320-53800-48200	*	148.18	
	PAINT GYM DOOR 6/30/23 597	*	106.40	
	CARRY SHADE STRUCTURE PKW 6/30/23 597	*	347.68	
	GOVERNMENTAL MANAGEMENT SERVICES			905.65 005780
8/29/23 00060	8/10/23 405616 202308 320-53800-46200	*	941.08	
	HC A-RPLC MOTOR/SEAL VAC 8/10/23 405616 202308 300-13100-10100	*	739.42	
	HC A-RPLC MOTOR/SEAL VAC 8/12/23 405566 202308 320-53800-46200	*	645.65	
	TER-INST.MOTOR/SEAL/IMPLR 8/12/23 405566 202308 300-13100-10100	*	507.30	
	TER-INST.MOTOR/SEAL/IMPLR 8/12/23 405568 202308 320-53800-46200 TER-INST.2.5MOTOR/SEAL/DF	*	770.53	

*** CHECK DATES 08/01/2023 - 08/31/2023 *** GENERAL	NTS PAYABLE PREPAID/COMPUTER CH L FUND REUNION EAST CDD	IECK REGISTER RUI	N 9/07/23	PAGE 6
CHECK VEND#INVOICE EXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# SUB S	VENDOR NAME SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
8/12/23 405568 202308 300-13100-10100 TER-INST.2.5MOTOR/SEAL/DF		*	605.42	
	ES POOL LLC			4,209.40 005781
	TOTAL FOR BANK	А	87,828.16	
	TOTAL FOR REGIS	STER	87,828.16	

*** CHECK DATES 08/01/2023 - 08/31/2023 *** R&M FUN	TS PAYABLE PREPAID/COMPUTER D REUNION EAST R&M	CHECK REGISTER	RUN 9/07/23	PAGE 1
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# SUB S	VENDOR NAME UBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
8/08/23 00001 7/29/23 5341 202306 320-53800-60000		*	8,783.60	
INST.FOAM TRIM/REBLD PLNT 7/29/23 5341 202306 300-13100-10100		*	6,901.40	
INST.FOAM TRIM/REBLD PLNT BERF	Y CONSTRUCTION INC.			15,685.00 000223
8/22/23 00007 8/16/23 OS 57560 202308 320-53800-47300		*	6,455.10	
RPLC MAGNOLIA/MAPLE/BAHIA 8/16/23 OS 57560 202308 300-13100-10100		*	5,071.86	
RPLC MAGNOLIA/MAPLE/BAHIA YELI	OWSTONE LANDSCAPE			11,526.96 000224
8/29/23 00015 8/22/23 97977DEP 202308 320-53800-66000		*	3,491.60	
50%DEP-RPLC 5EXIST.CTRLER 8/22/23 97977DEP 202308 300-13100-10100		*	2,743.40	
50%DEP-RPLC 5EXIST.CTRLER ACCE	SS CONTROL SYSTEMS LLC			6,235.00 000225
	TOTAL FOR DAY		22 446 06	
	TOTAL FOR BAI	NA C	33,446.96	
	TOTAL FOR REC	GISTER	33,446.96	

# SECTION 3



# Reunion East Community Development District

Unaudited Financial Reporting

July 31, 2023

## **Table of Contents**

1	Balance Sheet
2	General Fund Income Statement
3	Replacement & Maintenance Income Statement
4	Debt Service Series 2002A-2 Income Statement
5	Debt Service Series 2005 Income Statement
6	Debt Service Series 2015A Income Statement
7	Debt Service Series 2021 Income Statement
8	Capital Projects Series 2005 Income Statement
9	Capital Projects Series 2021 Income Statement
10-11	Month to Month
12	Long Term Debt
13	FY23 Assessment Receipt Schedule

#### COMMUNITY DEVELOPMENT DISTRICT COMBINED BALANCE SHEET July 31, 2023

	General	Replacement & Maintenance	Debt Service	Capital Projects	(Memorandum Only) 2023
ASSETS:					
CASH	\$973,637	\$1,085,629			\$2,059,265
CUSTODY ACCOUNT	\$473,787				\$473,787
STATE BOARD OF ADMINISTRATION	\$1,314,329	\$2,254,761			\$3,569,090
DUE FROM GENERAL FUND			\$130,512		\$130,512
DUE FROM REUNION WEST	\$474,240	\$141,483			\$615,723
PREPAID EXPENSES	\$711				\$711
INVESTMENTS	**				•
SERIES 2002A-2					
Reserve			\$3		\$3
Revenue			\$104,036		\$104,036
SERIES 2005			\$10 i,030		\$10.1,030
Reserve			\$4		\$4
Revenue			\$200,331		\$200,331
Construction			φ200,331 	\$10	\$10
SERIES 2015A				\$10	\$10
Reserve			\$175,000		\$175,000
			\$997,418		\$997,418
Revenue	<del></del>				
Prepayment SERIES 2015-1			\$36		\$36
Revenue					\$0
SERIES 2015-2					\$0
Revenue					\$0
SERIES 2015-3					30
Revenue					\$0
SERIES 2021					50
Reserve			\$1,116,155		\$1,116,155
Revenue			\$280,323		\$280,323
Construction			\$200,525	\$599,233	\$599,233
TOTAL ASSETS	\$3,236,704	\$3,481,873	\$3,003,819	\$599,243	\$10,321,639
	+-,,	70,101,010	+-,,	<del></del>	+ : :,:= :,::::
LIABILITIES;					
ACCOUNTS PAYABLE	\$43,998	\$15,685			\$59,683
CONTRACTS PAYABLE	\$1,323				\$1,323
DUE TO DEBT 2015A	\$5,402				\$5,402
DUE TO DEBT 2021	\$125,110				\$125,110
DUE TO REUNION WEST	\$150,920	\$13,143			\$164,063
ACCRUED INTEREST PAYABLE 2002A-2			\$3,486,512		\$3,486,512
ACCRUED PRINCIPAL PAYABLE 2002A-2			\$4,040,000		\$4,040,000
ACCRUED INTEREST PAYABLE 2005			\$2,789,994		\$2,789,994
ACCRUED PRINCIPAL PAYABLE 2005			\$3,575,000		\$3,575,000
FUND EQUITY:					
FUND BALANCES:					
ASSIGNED	\$242,752	\$3,453,045			\$3,695,797
UNASSIGNED	\$2,667,199				\$2,667,199
RESTRICTED FOR DEBT SERVICE 2002A-2			(\$7,422,473)		(\$7,422,473)
RESTRICTED FOR DEBT SERVICE 2005			(\$6,164,658)		(\$6,164,658)
RESTRICTED FOR DEBT SERVICE 2015A			\$1,177,856		\$1,177,856
RESTRICTED FOR DEBT SERVICE 2021			\$1,521,588		\$1,521,588
RESTRICTED FOR CAPITAL PROJECTS 2005				\$10	\$10
RESTRICTED FOR CAPITAL PROJECTS 2021				\$599,233	\$599,233
TOTAL LIABILITIES & FUND EQUITY					
& OTHER CREDITS	\$3,236,704	\$3,481,873	\$3,003,819	\$599,243	\$10,321,639

#### COMMUNITY DEVELOPMENT DISTRICT

#### **GENERAL FUND**

	For the Feriod Ending 3	uly 31, 2023		
	ADOPTED	PRORATED BUDGET	ACTUAL	
REVENUES:	BUDGET	THRU 7/31/23	THRU 7/31/23	VARIANCE
Special Assessments - Tax Roll Special Assessments - Direct	\$1,899,342 \$102,593	\$1,899,342 \$102,593	\$1,927,108 \$103,473	\$27,766 \$880
Interest	\$1,250	\$1,042	\$63,852	\$62,810
Rental Income	\$2,240	\$1,867	\$9,870	\$8,004
TOTAL REVENUES	\$2,005,425	\$2,004,843	\$2,104,304	\$99,460
EXPENDITURES:				
ADMINISTRATIVE:				
Supervisor Fees	\$12,000	\$10,000	\$8,800	\$1,200
FICA	\$918	\$765	\$673	\$92
Engineering	\$15,000	\$12,500	\$21,191	(\$8,691)
Attorney Trustee Fees	\$35,000 \$8,620	\$29,167 \$0	\$44,089 \$0	(\$14,922) \$0
Arbitrage	\$2,400	\$600	\$600	\$0
Collection Agent	\$5,000	\$5,000	\$5,000	\$0
Dissemination F	\$10,000	\$8,333	\$8,433	(\$100)
Property Appraiser Fee Property Taxes	\$1,000 \$400	\$979 \$400	\$979 \$124	\$0 \$276
Annual Audit	\$7,800	\$7,800	\$7,800	\$0
District Management Fees	\$46,489	\$38,741	\$38,741	\$0
Information Technology	\$1,600	\$1,333	\$1,333	\$0
Website Maintenance	\$1,000	\$833	\$833	\$0
Telephone Postage	\$300 \$1,500	\$250 \$1,250	\$0 \$409	\$250 \$841
Printing & Binding	\$500	\$1,230 \$417	\$548	(\$131)
Insurance	\$18,000	\$18,000	\$16,110	\$1,890
Legal Advertising	\$5,000	\$4,167	\$1,253	\$2,913
Other Current Charges	\$600	\$500	\$70	\$430
Office Supplies	\$500	\$416	\$12	\$404
Travel Per Diem Dues, Licenses & Subscriptions	\$250 \$175	\$208 \$175	\$0 \$175	\$208 \$0
TOTAL ADMINISTRATIVE	\$174,052	\$141,835	\$157,176	(\$15,341)
	W1713052	φ111,033	9131,110	(\$15,511)
MAINTENANCE-SHARED EXPENSES:				
Field Management	\$41,844	\$34,870	\$34,870	\$0
Management Services Agreement	\$18,200	\$15,167	\$7,583	\$7,583
Telephone Electric	\$8,400 \$330,204	\$7,000 \$275,170	\$6,037 \$288,301	\$963 (\$13,131)
Water & Sewer	\$40,538	\$33,782	\$30,340	\$3,442
Gas	\$45,808	\$38,173	\$45,168	(\$6,995)
Pool & Fountain Maintenance	\$165,200	\$137,667	\$174,632	(\$36,966)
Environmental	\$8,960	\$7,467	\$11,200	(\$3,733)
Property Insurance	\$41,454	\$41,454	\$37,844	\$3,610
Irrigation Repairs Landscape Contract	\$9,100 \$656,079	\$7,583 \$546,733	\$15,408 \$483,689	(\$7,824) \$63,044
Landscape Contingency	\$28,000	\$23,333	\$10,843	\$12,490
Gate and Gatehouse Expenses	\$28,000	\$23,333	\$30,564	(\$7,230)
Roadways/Sidewalks	\$14,000	\$11,667	\$7,823	\$3,843
Lighting	\$5,600	\$4,667	\$5,864	(\$1,197)
MSA Building Repairs	\$11,200 \$19,600	\$9,333	\$860	\$8,474
Pressure Washing Maintenance (Inspections)	\$19,000	\$16,333 \$233	\$26,149 \$0	(\$9,816) \$233
Repairs & Maintenance	\$14,000	\$11,667	\$19,286	(\$7,619)
Contract Cleaning	\$36,400	\$30,333	\$29,982	\$352
Fitness Center Repairs & Maintenance	\$2,800	\$2,333	\$6,803	(\$4,469)
Operating Supplies	\$2,800	\$2,334	\$0	\$2,334
Signage	\$5,600	\$4,667 \$92,493	\$14,534	(\$9,867) \$12,495
Security Parking Violation Tags	\$110,992 \$280	\$92,493 \$233	\$79,998 \$187	\$12,495 \$46
MAINTENANCE-DIRECT EXPENSES:				
Irrigation System Operations	\$75,000	\$62,500	\$0	\$62,500
Contingency Transfer Out	\$0 \$111,034	\$0 \$111,034	\$0 \$111,034	\$0 \$0
TOTAL MAINTENANCE	\$1,831,373	\$1,551,559	\$1,478,998	\$72,561
TOTAL EXPENDITURES	\$2,005,425	\$1,693,394	\$1,636,174	\$57,220
EXCESS REVENUES (EXPENDITURES)	\$0	, ,	\$468,130	
FUND BALANCE - Beginning	\$0		\$2,441,821	
FUND BALANCE - Ending	\$0		\$2,909,951	

#### **COMMUNITY DEVELOPMENT DISTRICT**

#### **REPLACEMENT & MAINTENANCE FUND**

	ADOPTED BUDGET	PRORATED THRU 7/31/23	ACTUAL THRU 7/31/23	VARIANCE
REVENUES:				
Transfer In Interest	\$111,034 \$12,000	\$111,034 \$10,000	\$111,034 \$109,735	\$0 \$99,735
TOTAL REVENUES	\$123,034	\$121,034	\$220,769	\$99,735
EXPENDITURES:				
Contingency	\$500	\$417	\$4,315	(\$3,899)
Building Improvements	\$176,145	\$146,788	\$30,070	\$116,717
Fountain Improvements	\$0	\$0	\$0	\$0
Gate/Gatehouse Improvements	\$251,705	\$209,754	\$16,515	\$193,239
Landscape Improvements	\$0	\$0	\$0	\$0
Irrigation Improvements	\$0	\$0	\$0	\$0
Lighting Improvements	\$0	\$0	\$0	\$0
Monument Improvements	\$0	\$0	\$0	\$0
Pool Furniture	\$8,400	\$7,000	\$10,923	(\$3,923)
Pool Repair & Replacements	\$0	\$0	\$12,482	(\$12,482)
Roadways/Sidewalks Improvement	\$62,328	\$51,940	\$85,262	(\$33,322)
Signage	\$28,000	\$23,333	\$14,851	\$8,482
Stormwater Improvement	\$28,000	\$23,333	\$5,544	\$17,789
Capital Outlay	\$5,600	\$4,667	\$126,635	(\$121,968)
TOTAL EXPENDITURES	\$560,678	\$467,232	\$306,597	\$160,635
EXCESS REVENUES (EXPENDITURES)	(\$437,644)		(\$85,828)	
FUND BALANCE - Beginning	\$3,392,439		\$3,538,873	
FUND BALANCE - Ending	\$2,954,795		\$3,453,045	

#### COMMUNITY DEVELOPMENT DISTRICT

#### Debt Service 2002A-2

	ADOPTED BUDGET	PRORATED THRU 7/31/23	ACTUAL THRU 7/31/23	VARIANCE
REVENUES:	BebdLi	111KO //31/23	11110 7/31/23	VAIGATIVEE
Interest	\$0	\$0	\$2,924	\$2,924
TOTAL REVENUES	\$0	\$0	\$2,924	\$2,924
EXPENDITURES:				
Interest Expense 11/01	\$0	\$0	\$0	\$0
Principal Expense 05/01	\$0	\$0	\$0	\$0
Interest Expense 05/01	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$2,924	
FUND BALANCE - Beginning	\$0		(\$7,425,398)	
FUND BALANCE - Ending	\$0		(\$7,422,473)	

#### COMMUNITY DEVELOPMENT DISTRICT

#### **Debt Service 2005**

	ADOPTED	PRORATED	ACTUAL	
REVENUES:	BUDGET	THRU 7/31/23	THRU 7/31/23	VARIANCE
Interest	\$0	\$0	\$5,631	\$5,631
TOTAL REVENUES	\$0	\$0	\$5,631	\$5,631
EXPENDITURES:				
Interest Expense 11/01	\$0	\$0	\$0	\$0
Principal Expense 05/01	\$0	\$0	\$0	\$0
Interest Expense 05/01	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
OTHER FINANCING SOURCES (USES)				
Other Debt Service Costs	\$0	\$0	\$0	\$0
TOTAL OTHER	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$5,631	
FUND BALANCE - Beginning	\$0		(\$6,170,290)	
FUND BALANCE - Ending	\$0		(\$6,164,658)	

## Reunion East COMMUNITY DEVELOPMENT DISTRICT

#### **Debt Service 2015A**

	ADOPTED	PRORATED	ACTUAL	
REVENUES:	BUDGET	THRU 7/31/23	THRU 7/31/23	VARIANCE
Special Assessments Interest	\$2,568,595 \$450	\$2,568,595 \$375	\$2,594,774 \$54,523	\$26,179 \$54,148
interest	\$430	\$373	\$34,323	\$34,146
TOTAL REVENUES	\$2,569,045	\$2,568,970	\$2,649,297	\$80,327
EXPENDITURES:				
Special Call 11/01	\$0	\$0	\$10,000	(\$10,000)
Interest Expense 11/01	\$543,875	\$543,875	\$543,875	\$0
Principal Expense 05/01	\$1,525,000	\$1,525,000	\$1,525,000	\$0
Interest Expense 05/01	\$543,875	\$543,625	\$543,625	\$0
TOTAL EXPENDITURES	\$2,612,750	\$2,612,500	\$2,622,500	(\$10,000)
EXCESS REVENUES (EXPENDITURES)	(\$43,705)		\$26,797	
FUND BALANCE - Beginning	\$942,874		\$1,151,059	
FUND BALANCE - Ending	\$899,169		\$1,177,856	

#### COMMUNITY DEVELOPMENT DISTRICT

#### **Debt Service 2021**

Statement of Revenues & Expenditures

For The Period Ending July 31, 2023

	ADOPTED	PRORATED	ACTUAL	MADIANCE
REVENUES:	BUDGET	THRU 7/31/23	THRU 7/31/23	VARIANCE
Special Assessments Interest	\$1,116,155 \$500	\$1,116,155 \$417	\$1,123,895 \$49,363	\$7,740 \$48,946
TOTAL REVENUES	\$1,116,655	\$1,116,572	\$1,173,258	\$56,687
EXPENDITURES:				
Interest Expense 11/01	\$342,381	\$342,381	\$342,381	\$0
Principal Expense 05/01	\$435,000	\$435,000	\$435,000	\$0
Interest Expense 05/01	\$342,381	\$342,381	\$342,381	\$0
TOTAL EXPENDITURES	\$1,119,763	\$1,119,763	\$1,119,763	\$0
EXCESS REVENUES (EXPENDITURES)	(\$3,108)		\$53,496	
FUND BALANCE - Beginning	\$344,177		\$1,468,093	
FUND BALANCE - Ending	\$341,070		\$1,521,588	

#### COMMUNITY DEVELOPMENT DISTRICT

#### **Capital Projects 2005**

	ADOPTED BUDGET	PRORATED THRU 7/31/23	ACTUAL THRU 7/31/23	VARIANCE
REVENUES:				
Interest	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
EXPENDITURES:				
Capital Outlay	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$0	
FUND BALANCE - Beginning	\$0		\$10	
FUND BALANCE - Ending	\$0		\$10	

#### COMMUNITY DEVELOPMENT DISTRICT

#### **Capital Projects 2021**

	ADOPTED BUDGET	PRORATED THRU 7/31/23	ACTUAL THRU 7/31/23	VARIANCE
REVENUES:				
Interest	\$0	\$0	\$69,974	\$69,974
TOTAL REVENUES	\$0	\$0	\$69,974	\$69,974
EXPENDITURES:				
Capital Outlay	\$0	\$0	\$8,273,609	\$8,273,609
TOTAL EXPENDITURES	\$0	\$0	\$8,273,609	\$8,273,609
EXCESS REVENUES (EXPENDITURES)	\$0		(\$8,203,635)	
FUND BALANCE - Beginning	\$0		\$8,802,868	
FUND BALANCE - Ending	\$0		\$599,233	

Reunion East CDD

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues													
Special Assessments - Tax Roll	\$0	\$221,512	\$1,224,222	\$60,441	\$66,213	\$50,395	\$121,903	\$79,838	\$102,286	\$299	\$0	\$0	\$1,927,108
Special Assessments - Direct	\$2,386	\$50,104	\$0	\$0	\$0	\$25,052	\$0	\$0	\$0	\$25,932	\$0	\$0	\$103,473
Interest	\$4,621	\$5,045	\$5,394	\$5,808	\$6,219	\$8,417	\$6,511	\$7,184	\$7,186	\$7,468	\$0	\$0	\$63,852
Rental Income	\$2,240	\$2,100	\$0	\$0	\$280	\$980	\$560	\$0	\$1,960	\$1,750	\$0	\$0	\$9,870
Total Revenues	\$9,246	\$278,760	\$1,229,616	\$66,249	\$72,712	\$84,844	\$128,975	\$87,022	\$111,432	\$35,449	\$0	\$0	\$2,104,304
Expenditures													
Administrative													
Supervisor Fees	\$800	\$0	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$0	\$0	\$8,800
FICA	\$61	\$0	\$77	\$77	\$77	\$77	\$77	\$77	\$77	\$77	\$0	\$0	\$673
Engineering	\$1,505	\$3,764	\$565	\$669	\$538	\$4,980	\$4,151	\$2,197	\$2,146	\$677	\$0	\$0	\$21,191
Attorney	\$6,691	\$3,081	\$2,217	\$2,425	\$3,728	\$4,741	\$4,442	\$3,646	\$4,852	\$8,267	\$0	\$0	\$44,089
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$0	\$600
Collection Agent	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Dissemination	\$933	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$0	\$0	\$8,433
Property Appraiser Fee	\$0	\$0	\$0	\$0	\$0	\$979	\$0	\$0	\$0	\$0	\$0	\$0	\$979
Property Taxes	\$0	\$124	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$124
Annual Audit	\$0	\$0	\$2,500	\$0	\$3,975	\$1,325	\$0	\$0	\$0	\$0	\$0	\$0	\$7,800
District Management Fees	\$3,874	\$3,874	\$3,874	\$3,874	\$3,874	\$3,874	\$3,874	\$3,874	\$3,874	\$3,874	\$0	\$0	\$38,741
Information Technology	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$0	\$0	\$1,333
Website Maintenance	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$833
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$83	\$16	\$15	\$64	\$34	\$22	\$48	\$72	\$24	\$31	\$0	\$0	\$409
Printing & Binding	\$8	\$11	\$0	\$29	\$8	\$9	\$5	\$4	\$473	\$2	\$0	\$0	\$548
Insurance	\$16,110	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,110
Legal Advertising	\$0	\$0	\$0	\$364	\$0	\$0	\$144	\$159	\$0	\$587	\$0	\$0	\$1,253
Other Current Charges	\$0	\$35	\$0	\$0	\$0	\$0	\$0	\$35	\$0	\$0	\$0	\$0	\$70
Office Supplies	\$1	\$1	\$1	\$3	\$1	\$1	\$1	\$1	\$1	\$1	\$0	\$0	\$12
Travel Per Diem	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Γ	\$35,459	\$11,955	\$11,298	\$9,554	\$14,285	\$18,057	\$15,391	\$12,114	\$13,496	\$15,566	\$0	\$0	\$157,176

#### Reunion East CDD Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<u> </u>						•	•	•			•		
Maintenance													
Field Management	\$3,487	\$3,487	\$3,487	\$3,487	\$3,487	\$3,487	\$3,487	\$3,487	\$3,487	\$3,487	\$0	\$0	\$34,870
Management Services Agreement	\$758	\$758	\$758	\$758	\$758	\$758	\$758	\$758	\$758	\$758	\$0	\$0	\$7,583
Telephone	\$595	\$595	\$562	\$748	\$470	\$599	\$599	\$727	\$471	\$669	\$0	\$0	\$6,037
Electric	\$27,176	\$30,866	\$27,035	\$27,678	\$28,562	\$31,701	\$30,134	\$24,585	\$30,651	\$29,914	\$0	\$0	\$288,301
Water & Sewer	\$3,988	\$2,510	\$1,950	\$3,070	\$2,979	\$2,325	\$3,157	\$2,658	\$4,511	\$3,191	\$0	\$0	\$30,340
Gas	\$1,069	\$2,109	\$2,886	\$6,497	\$9,693	\$7,196	\$4,126	\$7,096	\$2,966	\$1,531	\$0	\$0	\$45,168
Pool & Fountain Maintenance	\$14,889	\$17,951	\$16,187	\$18,398	\$19,472	\$13,111	\$16,800	\$19,811	\$19,422	\$18,592	\$0	\$0	\$174,632
Environmental	\$2,468	\$2,440	\$480	\$480	\$889	\$889	\$889	\$889	\$889	\$889	\$0	\$0	\$11,200
Property Insurance	\$37,437	\$408	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,844
Irrigation	\$1,030	\$2,489	\$1,009	\$1,249	\$182	\$1,613	\$785	\$629	\$2,145	\$4,276	\$0	\$0	\$15,408
Landscape Contract	\$35,867	\$73,071	\$58,759	\$40,919	\$40,919	\$52,638	\$40,919	\$40,919	\$58,759	\$40,919	\$0	\$0	\$483,689
Landscape Contingency	\$3,730	\$1,216	\$0	\$269	\$718	\$0	\$0	\$1,915	\$2,996	\$0	\$0	\$0	\$10,843
Gatehouse and Gatehouse Expenses	\$3,353	\$2,689	\$3,274	\$477	\$8,894	\$1,388	\$2,547	\$2,927	\$1,549	\$3,465	\$0	\$0	\$30,564
Roadways/Sidewalks	\$0	\$3,150	\$3,746	\$546	\$381	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,823
Lighting	\$1,243	\$0	\$2,157	\$0	\$448	\$0	\$0	\$1,756	\$0	\$260	\$0	\$0	\$5,864
MSA Building Repairs	\$0	\$0	\$0	\$468	\$392	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$860
Pressure Washing	\$0	\$0	\$12,034	\$10,601	\$3,192	\$0	\$0	\$0	\$0	\$322	\$0	\$0	\$26,149
Maintenance (Inspections)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Repairs & Maintenance	\$10,681	\$5,459	\$255	\$132	\$182	\$0	\$514	\$0	\$462	\$1,602	\$0	\$0	\$19,286
Contract Cleaning	\$2,854	\$2,854	\$2,930	\$3,114	\$2,886	\$3,114	\$3,038	\$3,038	\$3,038	\$3,114	\$0	\$0	\$29,982
Fitness Center Repairs & Maintenance	\$0	\$634	\$0	\$0	\$0	\$168	\$1,838	\$239	\$3,588	\$336	\$0	\$0	\$6,803
Operating Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Signage	\$1,282	\$2,836	\$967	\$459	\$988	\$456	\$392	\$3,109	\$2,152	\$1,893	\$0	\$0	\$14,534
Security	\$7,736	\$7,880	\$7,808	\$7,807	\$7,807	\$8,852	\$7,807	\$7,807	\$8,687	\$7,807	\$0	\$0	\$79,998
Parking Violation Tags	\$0	\$0	\$0	\$0	\$0	\$187	\$0	\$0	\$0	\$0	\$0	\$0	\$187
Maintenance-Direct													
Irrigation System Operations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer Out	\$0	\$0	\$0	\$0	\$111,034	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$111,034
	\$159,643	\$163,401	\$146,285	\$127,157	\$244,335	\$128,482	\$117,791	\$122,348	\$146,531	\$123,025	\$0	\$0	\$1,478,998
		A.== a==			*****	****	****	*****	****				
Total Expenditures	\$195,102	\$175,356	\$157,583	\$136,711	\$258,619	\$146,539	\$133,182	\$134,462	\$160,027	\$138,592	\$0	\$0	\$1,636,174
Excess Revenues													
(Expenditures)	(\$185,856)	\$103,404	\$1,072,032	(\$70,463)	(\$185,907)	(\$61,695)	(\$4,208)	(\$47,440)	(\$48,595)	(\$103,143)	\$0	\$0	\$468,130

# Reunion East COMMUNITY DEVELOPMENT DISTRICT LONG TERM DEBT REPORT

#### SERIES 2015A, SPECIAL ASSESSMENT REFUNDING BONDS

INTEREST RATES: 4.000%, 5.000%, 5.000%

MATURITY DATE: 5/1/2033
RESERVE FUND REQUIREMENT \$175,000
RESERVE FUND BALANCE \$175,000

BONDS OUTSTANDING - 09/30/20 \$24,585,000
LESS: SPECIAL CALL 11/1/20 (\$5,000)
LESS: PRINCIPAL PAYMENT 05/1/21 (\$1,375,000)
LESS: PRINCIPAL PAYMENT 05/1/22 (\$1,450,000)
LESS: SPECIAL CALL 11/1/22 (\$10,000)
LESS: PRINCIPAL PAYMENT 05/1/23 (\$1,575,000)
CURRENT BONDS OUTSTANDING \$20,170,000

#### SERIES 2021, SPECIAL ASSESSMENT BONDS

INTEREST RATES: 2.400%, 2.850%, 3.150%, 4.000%

MATURITY DATE: 5/1/2051
RESERVE FUND REQUIREMENT \$1,116,155
RESERVE FUND BALANCE \$1,116,155

 BONDS OUTSTANDING - 8/18/21
 \$20,355,000

 LESS: PRINCIPAL PAYMENT 05/1/22
 (\$425,000)

 LESS: PRINCIPAL PAYMENT 05/1/23
 (\$435,000)

 CURRENT BONDS OUTSTANDING
 \$19,495,000

## REUNION EAST COMMUNITY DEVELOPMENT DISTRICT

#### SPECIAL ASSESSMENT RECEIPTS - FY2023

#### TAX COLLECTOR

Gross Assessments \$ 5,405,898 \$ 2,024,545 \$ 2,725,969 \$ 655,384 Net Assessments \$ 5,081,544 \$ 1,903,073 \$ 2,562,411 \$ 616,061

							 	*	3,002,3	ıŤ	2,500,070	~	2015A	~	2021	
Date		Gro	ss Assessments	Discounts/	c	ommissions	Interest		Net Amount	۱,	eneral Fund	D	ebt Svc Fund	D	ebt Svc Fund	Total
Received	Dist.	0.0	Received	Penalties	~	Paid	Income		Received		37.45%		50.43%	_	12.12%	100%
пессиса	D13t.		пессиси	renances		Tulu	IIICOIIIC		RECEIVED	H	37.4370		30.4370		ILIIL/0	10070
11/18/22	ACH	\$	34,961.54	\$ 1,852.14	\$	662.19	\$ -	\$	32,447.21	\$	12,151.70	\$	16,361.77	\$	3,933.74	\$ 32,447.21
11/22/22	ACH	\$	594,205.46	\$ 23,768.08	\$	11,408.74	\$ -	\$	559,028.64	\$	209,359.99	\$	281,894.81	\$	67,773.83	\$ 559,028.64
12/9/22	ACH	\$	2,824,367.20	\$ 112,973.77	\$	54,227.88	\$ -	\$	2,657,165.55	\$	995,126.41	\$ :	1,339,897.70	\$	322,141.44	\$ 2,657,165.55
12/9/22	ACH	\$	1,362.25	\$ _	\$	27.24	\$ -	\$	1,335.01	\$	499.97	\$	673.19	\$	161.85	\$ 1,335.01
12/22/22	ACH	\$	647,699.55	\$ 24,851.81	\$	12,456.95	\$ -	\$	610,390.79	\$	228,595.47	\$	307,794.60	\$	74,000.72	\$ 610,390.79
1/10/23	ACH	\$	147,832.59	\$ 4,435.00	\$	2,867.96	\$ -	\$	140,529.63	\$	52,629.29	\$	70,863.23	\$	17,037.11	\$ 140,529.63
1/10/23	ACH	\$	18,944.26	\$ 542.64	\$	368.03	\$ -	\$	18,033.59	\$	6,753.70	\$	9,093.59	\$	2,186.30	\$ 18,033.59
1/24/23	ACH	\$	-	\$ -	\$	-	\$ 2,824.66	\$	2,824.66	\$	1,057.85	\$	1,424.36	\$	342.45	\$ 2,824.66
2/9/23	ACH	\$	1,613.93	\$ 14.43	\$	31.99	\$ -	\$	1,567.51	\$	587.04	\$	790.43	\$	190.04	\$ 1,567.51
2/9/23	ACH	\$	182,861.82	\$ 4,052.10	\$	3,576.19	\$ -	\$	175,233.53	\$	65,626.14	\$	88,362.96	\$	21,244.44	\$ 175,233.53
3/10/23	ACH	\$	138,737.94	\$ 1,429.39	\$	2,746.17	\$ -	\$	134,562.38	\$	50,394.52	\$	67,854.19	\$	16,313.67	\$ 134,562.38
4/11/23	ACH	\$	311,464.79	\$ 23.98	\$	6,228.81	\$ -	\$	305,212.00	\$	114,303.95	\$	153,905.67	\$	37,002.37	\$ 305,212.00
4/11/23	ACH	\$	19,882.62	\$ -	\$	397.66	\$ -	\$	19,484.96	\$	7,297.25	\$	9,825.45	\$	2,362.26	\$ 19,484.96
4/24/23	ACH	\$	-	\$ -	\$	-	\$ 805.97	\$	805.97	\$	301.84	\$	406.42	\$	97.71	\$ 805.97
5/10/23	ACH	\$	216,070.89	\$ -	\$	4,321.42	\$ -	\$	211,749.47	\$	79,301.60	\$	106,776.42	\$	25,671.44	\$ 211,749.47
5/10/23	ACH	\$	1,461.13	\$ -	\$	29.22	\$ -	\$	1,431.91	\$	536.26	\$	722.05	\$	173.60	\$ 1,431.91
6/12/23	ACH	\$	502.08	\$ -	\$	10.05	\$ -	\$	492.03	\$	184.27	\$	248.11	\$	59.65	\$ 492.03
6/12/23	ACH	\$	66,828.55	\$ -	\$	1,336.57	\$ -	\$	65,491.98	\$	24,527.19	\$	33,024.87	\$	7,939.92	\$ 65,491.98
6/16/23	ACH	\$	211,366.12	\$ -	\$	4,227.32	\$ -	\$	207,138.80	\$	77,574.88	\$	104,451.45	\$	25,112.47	\$ 207,138.80
7/27/23	ACH	\$	-	\$ -	\$	-	\$ 797.79	\$	797.79	\$	298.78	\$	402.29	\$	96.72	\$ 797.79
Totals		\$	5,420,162.72	\$ 173,943.34	\$	104,924.39	\$ 4,428.42	\$	5,145,723.41	\$	1,927,108.11	\$ :	2,594,773.58	\$	623,841.72	\$ 5,145,723.41

#### DIRECT BILLED

Ehof II - Spectrum LLC \$600,261.03 \$100,207.35 \$500,053.68

DATE	DUE	CHECK	NET AN		AMOUNT	SERIES			
RECEIVED	DATE	NO.	ASSESSED		RECEIVED		FUND		2021
11/30/22	11/1/22	WIRE	\$ 300,130.51	\$	300,130.51	\$	50,103.67	\$	250,026.84
3/24/23	2/1/23	6869	\$ 150,065.26	\$	150,065.26	\$	25,051.84	\$	125,013.42
7/5/23	5/1/23	7923	\$ 150,065.26	\$	150,065.26	\$	25,051.84	\$	125,013.42
			\$ 600.261.03	Ś	600.261.03	Ś	100.207.35	Ś	500.053.6

Orlando Reunion Development LLC \$2,385.91 \$2,385.91

DATE RECEIVED	DUE DATE	CHECK NO.	А	NET SSESSED		AMOUNT RECEIVED		GENERAL FUND
10/28/22	11/1/22	142522	\$	1,192.95	\$	1,192.95	\$	1,192.95
10/28/22	2/1/23	142522	\$	596.48	\$	596.48	\$	596.48
10/28/22	5/1/23	142522	\$	596.48	\$	596.48	\$	596.48
			s	2.385.91	Ś	2.385.91	Ś	2.385.91

SUMMARY					
	GENERAL	DEBT SERVICE			
	FUND	SERIES 2021			
TOTAL DIRECT BILLED	\$102,593.26	\$500,053.68			
TOTAL RECEIVED	\$ 102,593.26	\$ 500,053.68			
VARIANCE	\$ -	\$ -			

# SECTION 4

Reunion East and	We	st R&M									
FY2023 Budgeted Projects		Budget Amount		RE 56%		RW 44%	Estimated Date	Projected Total			
Gate House Roof Replacement (Sinclair, Spine, Reunion Blvd)	\$	50,000.00	\$	28,000.00	\$	22,000.00	September	\$	45,000.00		
HVAC Replacement (Heritage Crossings Community Center)	\$	132,862.00	\$	74,402.72	\$	58,459.28	September	\$	161,090.00		
Asphalt/Pavement Management Plan (Engineer's Report)	\$	33,500.00	\$	18,760.00	\$	14,740.00	Completed	\$	21,200.00		
Reunion Resort/Reunion Village Gate Access	\$	349,474.00	\$	195,705.44	\$	153,768.56	In Process	\$	331,000.00		
No Parking Signs (Reunion Village) and Sign Allowance	\$	50,000.00	\$	28,000.00	\$	22,000.00	may upgrade belov	v			
Pool Furniture (Inventory)	S	15,000.00	\$	8,400.00	\$	6,600.00	Completed	\$	15,000.00		
Roadway Improvements (Restriping Reunion West Tradition Circle to Sinclair Gate)	s	27,800.00	s	15,568.00	s	12,232.00	DEFER	s	-		
Traffic Calming (Signage, Radar Display Signage, Speed Humps)	s	50,000.00	\$	28,000.00	s	22,000.00	Completed & DEFER	\$	8,302.00		
Stormwater Repairs Allowance	\$	50,000.00	\$	28,000.00	S	22,000.00		\$	40,000.00		
Repair/Rebuild Two Roadway Arbors	S	9,672.00	\$	5,416.32	\$	4,255.68	Completed	\$	10,000.00		
Seven Eagles Roof Replacement	S	172,010.00	\$	96,325.60	S	75,684.40	September	\$	160,000.00		
Upgrade Access Control for Carriage Pointe	S	50,000.00	\$	28,000.00	S	22,000.00	Completed	\$	8,400.00		
RW Amenity Development Playground & Outdoor Fitness Center	\$	10,000.00	\$	5,600.00	\$	4,400.00	Completed	\$	18,000.00		
Subtotal Budgeted R&M	\$	1,000,318.00	\$	560,178.08	\$	440,139.92			311700,331700		
FY2023 Not Budgeted - Under Consideration		Estimated Amount		RE 56%		RW 44%	Estimated Date				
RE Playground Enhancement - Swing Set	s	14,931.05	S	8,361.39	S	6,569.66	Completed	s	14,932.00		
Pool Furniture - Seven Eagles	S	6,950.00	S	3,892.00	S	3,058.00	Completed	\$	7,000.00		
Upgrade Sign Posts	\$	47,000.00	Ť	0,002.00	Ť	0,000.00	In Process	S	47,500.00		
Seven Eagles Fountain Replacement	S	45,000.00			Ü		DEFER	\$	,000.00		
Access Control System at Reunion Village Gate	S	20,000.00			ñ		In Process	5	20,000.00		
Subtotal Not Budgeted R&M	\$	133,881.05	\$	74,973.39	\$	9,627.66		Ť	20,000.00		
Other R&M Work											
sidewalk/building					0			\$	50,607.40		
playground/outdoor fitness area								\$	31,699.00		
pool								\$	9,810.00		
Total R&M	\$	1,134,199.05	\$	635,151.47	\$	449,767.58		\$	999,540.40		