

**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, **November 9, 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 Greenstein	Chairman
Steven Goldstein	Vice Chairman
Trudy Hobbs	Assistant Secretary
John Dryburgh	Assistant Secretary
June Wispelwey	Assistant Secretary

Also present were:

Tricia Adams	District Manager
Kristen Trucco	District Counsel
Steve Boyd <i>by Zoom</i>	Boyd Civil Engineering
James Curley <i>by Zoom</i>	Boyd Civil Engineering
Victor Vargas	Reunion Security
Aura Zelada	Reunion West POA
Alan Scheerer	Field Manager
Garret Huegel	Yellowstone Landscape Services
Pete Wittman	Yellowstone Landscape Services
Graham Staley	Reunion West CDD Board Member
Residents	

*The following is a summary of the discussions and actions taken at the November 9, 2023 meeting. ***Due to a technical issue with the audio, the beginning of the meeting was summarized using District Manager notes. The recording commenced during the Second Order of Business.****

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order at 1:00 p.m. and called the roll. A quorum was present.

SECOND ORDER OF BUSINESS**Public Comment Period**

****Recording Commenced****

A Resident questioned why a member and owner had to pay for an access card if their facilities were open to the public and noted that his comments always take up two minutes of his time and felt that the Board was laughing at him, as there were hot microphone comments that were untrue. Ms. Adams explained that residents had up to three minutes to make a statement to the Board and asked if the Chairman wanted staff to answer the question now or have District Counsel explain public access during Staff Reports. Mr. Greenstein understood that the resident wanted clarification, but the public comment period was not a question-and-answer period and the issue would be addressed under Staff Reports; however, access cards were issued by security. Resident Adrian Gallagher of 7421 Sparkling Court asked if the CDD had the ability to run the security and save every owner over \$7,000 per year. Ms. Adams indicated that this item would be addressed under Staff Reports; however, Residents should contact staff if they had a CDD question and did not have to wait until a Board Meeting. Contact information was included on the website. There being no further comments, Ms. Adams closed the public comment period.

THIRD ORDER OF BUSINESS**Approval of Minutes of the October 12,
2023 Board of Supervisors Meeting**

Ms. Adams presented the minutes from the October 12, 2023 meeting, which were reviewed by District management staff. Mr. Greenstein noted that his name was mis-spelled on Page 8 of 14. Ms. Adams would amend the minutes accordingly.

On MOTION by Mr. Greenstein seconded by Mr. Goldstein with all in favor the Minutes of the October 12, 2023 Board of Supervisors Meeting was approved as amended.

FOURTH ORDER OF BUSINESS**Consideration of Fiscal Year 2023 Audit
Engagement Letter**

Ms. Adams presented an Audit Engagement Letter with Grau & Associates (Grau) to perform the audit for Fiscal Year 2023 in the amount of \$7,900, which runs from October 1st through September 30th and was in accordance with the amount budgeted for the current fiscal year. Each year, the District was required as a government to undergo an annual independent audit and the Florida Statutes prescribed the audit process, whereby an Audit Committee was appointed

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by the Board and there was a solicitation for audits on a particular interval, which was five years. They were at the last year of their audit agreement and at an upcoming Board meeting, there would be items on the agenda relating to the appointment of an Audit Committee and the scheduling of an Audit Committee meeting. In order to start the audit, Ms. Adams requested that the Board approve the Audit Engagement Letter with Grau. Mr. Greenstein felt that the fees were extremely reasonable and preferred that Grau perform the audit, as they audited the vast majority of CDDs within the State. Mr. Dryburgh pointed out that Grau presented their audits in a timely manner.

On MOTION by Mr. Dryburgh seconded by Mr. Goldstein with all in favor the Audit Engagement Letter with Grau & Associates for Fiscal Year 2023 in the amount of \$7,900 was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Proposals for Seven
Eagles Fountain Refurbishment or
Replacement**

- A. UCC**
- B. Yellowstone**

Ms. Adams recalled that this item was discussed by the Board for several months, as the fountains that were originally installed over 20 years ago, were at the end of their useful life. In addition, the current fountains lacked filtration systems that were helpful to the operation and maintenance (O&M) of the fountain. The Field Operations Manager, Mr. Alan Scheerer, reached out to different vendors regarding options for refurbishing or replacing the fountains and proposals were included in the agenda package. There was a suggestion from at least one Board Member, that the Board might want to consider using a fountain as planter, instead of replacing or refurbishing them. Mr. Scheerer presented the following options and the expense associated with them:

- **Option #1**: \$115,000 to rip the existing fountain out and start from scratch with a brand-new 10-foot round diameter fountain with a filtration system and brick to match the brick walls, design, permitting and LED changing lights.
- **Option #2**: \$142,000 for a 15-foot diameter fountain with everything that was included in Option #1.

Mr. Scheerer noted that both options were for one fountain and that residents preferred having big fountains. There would be a 10% discount.

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- **Option #3:** \$61,500 to keep the existing fountain, rehab it and include a filtration system and LED lights.
- **Option #4:** \$65,000 to keep existing fountain, rehab it and include a filtration system, LED lights and a vault.
- **Option #5:** \$27,500 to keep the existing fountain, but not have a filtration system.

Mr. Dryburgh questioned the difference between Options #3 and #4. Mr. Scheerer explained that the difference was in the size. The fountain in the back, close to the Gathering Drive, was a 15-foot diameter fountain. Mr. Dryburgh pointed out if they went with Options #3 and #4, the total amount would be \$120,000. Mr. Goldstein questioned where they would be two years from now, if they went with this option. Mr. Scheerer noted there were currently 3-tier fountains that worked, but they were not in pristine condition. The contractor, UCC Group (UCC), would try to resurface what they could, but only the outside pre-cast would be replaced and a filtration system would be added to keep the water clean. However, in the next couple of years, the center fountain may start to deteriorate. Mr. Goldstein agreed that the fountains were in bad shape and they would save 50% if they refurbished them, but they may have to redo them again in two years. Mr. Dryburgh pointed out if UCC could not bring the fountains up to standard for \$65,000, the Board selected the wrong vendor, but if they felt that the fountains would last two years, they needed to re-bid it. Mr. Goldstein agreed. Mr. Scheerer recalled that Muller Pools did the original installation, but they refused to provide a cost estimate.

Mr. Greenstein requested confirmation from UCC, the fountains were structurally sound and they would get five to ten years of useful life, if they decided to renovate the fountains versus installing new ones. Mr. Scheerer would obtain confirmation, if there was no pressure to refurbish them today and could go to any garden center to purchase filtration and lighting. There was a place off of East 50 where they could get the centerpiece. Mr. Dryburgh did not see any pressure to refurbish them and preferred Options #3 and #4, in the amount of \$120,000, as \$250,000 was a great deal of money. Mr. Goldstein stated if UCC did not guarantee the fountains past two years, the Board needed to have further discussion. Ms. Wispelwey asked if there was consideration about asking Reunion Resort to pay for the fountain as they benefitted the most from the Seven Eagles Court fountain. Ms. Adams recalled there being discussion, but no direction to staff or consensus from the Board. Mr. Dryburgh wanted to have discussions with Reunion Resort. Ms. Adams suggested delegating authority to a Board Member to interact with the General Manager for Reunion Resort. Mr. Goldstein questioned the cost for the centerpiece, if the Board wanted to

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revisit the planter idea. Ms. Wispelwey was in a building that had a planter in their fountain and heard that it was hard to maintain. Mr. Greenstein felt that the CDD's primary focus was on the fountain at Gathering Drive and regardless of whether Reunion Resort funded half of it, Mr. Greenstein did not want to enhance the fountain closest to the pavilion, unless Reunion Resort wanted to do it and preferred to change it into a planter.

After further discussion, there was Board consensus to table this matter, in order for Mr. Greenstein to speak to the General Manager for Reunion Resort to see if they would contribute funds towards the fountains and for Mr. Scheerer to request a price for the centerpiece and get confirmation from UCC that the existing fountain was structurally sound and they would get five to ten years of useful life, if the fountains were renovated.

<p>On MOTION by Ms. Hobbs seconded by Ms. Wispelwey with all in favor appointing Mr. Mark Greenstein to speak to Kingwood Orlando Reunion Resorts about their willingness to contribute funds for fountain replacement or refurbishment was approved.</p>

Mr. Greenstein recalled trying to get vendors to provide proposals; however, because it was complicated work, as it could cause cost overruns or other problems, no one would bid on it. UCC, who built the community monuments at every major entrance, was the only vendor that was willing to provide a proposal. Their prices were within reason and the only question was what the Board wanted to do.

SIXTH ORDER OF BUSINESS

**Consideration of Construction Easement
Request – Terraces at Reunion**

Ms. Adams recalled the District previously granting a temporary construction easement to a property developer and presented a request from IMF Developers, LLC and LB Construction of South Florida for a construction easement for the Terraces at Reunion. Because of the current market conditions, they were moving forward with smaller parcels first and were planning to do 18 units, in the first quarter of the 2024 calendar year. Ms. Trucco provided screenshots from the Osceola County Property Appraiser of the parcels and a form of agreement for the Board to consider. The first parcel was on Excitement Drive, which they are going to construct those 18 units on. Their initial construction plan for 102 units, was attached as Exhibit C. There were existing easement areas in order for them to access the bottom parcel in between Mourning Dove Circle and Northern Harrier Way, which was CDD property. In order to construct these two

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parcels, they must have a temporary construction easement, in order for their trucks to use Excitement Drive, which was included in the agenda package. It would protect the CDD from any damages that the CDD incurred as a result of their work.

Mr. Goldstein recalled that the road was used before and it simply had to be reopened to bring in their dump trucks. Ms. Trucco stated they did not request an easement on Northern Harrier Way, but it was included in the original easement and would protect the CDD if they damaged those easement areas and any other property that the CDD owned as a result of this work. The term was approximately 18 months, which was amount of time that they needed for the construction. There would be a clause so that the CDD could terminate this agreement without cause by providing 30-day notice. Most importantly, Paragraph 4 would indemnify the CDD from any and all damage that they or their contractor caused. Paragraph 5 would address pre and post use inspections and restoration of the easement area, whereby Mr. Scheerer and his team would be on-site prior to and at the completion of the construction for a walk through to identify any damages. Paragraph 6 required them to comply with all laws, regulations, rules and policies such as Florida Department of Transportation (FDOT) standards. There was also a requirement to only complete the work between 8:00 a.m. and 6:00 p.m. Ms. Wispelwey questioned how often that was followed as a great deal of construction took place on weekends. Mr. Goldstein pointed out that construction started at 7:00 a.m. at the Resort. Mr. Greenstein explained that they started at 7:00 a.m. because by 5:30 p.m. it was dark. Ms. Adams indicated that they were following the association guidelines or local County Ordinances. Ms. Trucco stated if work was being completed outside of the hours of 8:00 a.m. and 6:00 p.m., GMS should be notified. Ms. Wispelwey voiced concern about the construction across the street.

Ms. Trucco requested approval of the temporary construction easement with the Terraces at Reunion in substantially final form, subject to approval of the District Engineer, to protect the CDD in case a curb cutout was required and that the Board delegate authority to a Board Member to execute the final form. Ms. Wispelwey asked if parking was included. Ms. Trucco stated there was a map identifying the parking, which was on Pages 61 to 63 of the agenda package. Mr. Boyd pointed out that each unit had a garage and a parking space.

On MOTION by Mr. Dryburgh seconded by Mr. Goldstein with all in favor granting a construction easement to IMF Developers, LLC and LB Construction of South Florida for the Terraces at Reunion in substantially final form, subject to approval by District Staff and authorization for the Chairman to execute the final form was approved.

SEVENTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Regarding the eminent domain proceeding with the CDD, Ms. Trucco reported that prior to the Board Meeting, spoke to Gray Robinson, the attorney handling this matter and they provided an update. The CDD was previously put on notice by the Florida Department of Transportation (FDOT), several months ago, that they were going to be initiating taking three parcels that the CDD owns, which were Parcels 109, 127 and 810, in order to expand I-4. By Law, a government was permitted to take property from private owners if they paid the reasonable fair market value of the property, the project is for a public purpose and were required to pay reimbursable damages. At that time, District Counsel recommended that the CDD obtain outside counsel that was specialized in eminent domain, because District Counsel was not qualified in eminent domain matters. The CDD Board retained Gray Robinson, in Central Florida who had experience with eminent domain matters, to represent the CDD. At the time, an eminent domain lawsuit had not been filed against the CDD, but since notice of one was filed, Gray Robinson would undergo an analysis and have their experts review the offers, summarize their opinion and provide a recommendation to the Board. If the parties could not reach an agreement, the State would file a lawsuit, if they still wanted to proceed with the eminent domain proceeding and must pay for the CDDs legal expenses.

Mr. Dryburgh questioned the amounts of \$1, \$3 or \$5 for the parcels. Ms. Adams explained that they were placeholders from the Property Appraisers website. Ms. Trucco received the summary last night and had not had an opportunity to review it but noted that no action was needed by the Board currently. For Parcel 109, FDOT offered \$4,300 for .429 acres, offered \$200 to take .013 acres of Parcel 127 and \$300 to take .030 acres of Parcel 810. All of these parcels were wetlands and subject to conservation easements with the South Florida Water Management District and Parcels 109 and 810 were subject to an additional conservation easement from the Florida Game & Fish Commission. FDOT requested fee simple title for Parcels 109 and 127, whereby they would receive a deed and be the owner of those properties; however, for Parcel 810, FDOT wanted permanent easement rights, but the CDD would still own it. Gray Robinson would

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have their appraiser and an engineer analyze this, if they deemed it necessary, but felt that it was beneficial to see what the other offers were. Reunion West only received one offer from FDOT on their three parcels.

Regarding the Traffic Enforcement Agreement, Ms. Trucco was continuing to reach out to the Osceola County Sheriff's Office (OCSO), as it must go through different departments before it was approved and was informed that their legal department was reviewing it. It was supposed to include both Reunion West and Reunion East. It was an important document, not only for these two CDDs, but for all CDDs in Osceola County. Ms. Trucco would continue to follow up on it. Regarding why residents were paying for an access card for the CDD amenities, Ms. Trucco explained if someone owned property in the CDD, they paid for the O&M of the CDD facilities and were permitted access. GMS would issue the access cards. The facilities that the CDD owned were open to the public and they could not restrict access because the facilities, including the roads, were financed with tax-exempt bonds. Since the CDD was a governmental unit in the State of Florida, they had to allow members of the public to have access, but in the CDD Rules, anyone who did not live in the community could receive an access card if they paid a non-resident user fee. Ms. Wispelwey asked if the price for the card included an administration fee. Ms. Adams confirmed that the \$10 included the cost of the card and the labor. Regarding the question from a resident regarding the security company, Ms. Adams would address this under the Security Report. Ms. Trucco recommended that residents address any comments or concerns to GMS. Mr. Greenstein pointed out that the Master Association website had a handbook on the different organizations that support a property owner in Reunion as well as contact information. Real Estate Agents could also answer questions.

B. Engineer

Mr. Boyd introduced Mr. James Curley with his firm who was a Licensed Engineer in the State of Florida with 10 years of experience. He previously worked for Encore and would be assisting Mr. Boyd on the more active tasks. Mr. Greenstein welcomed Mr. Curley. Mr. Boyd reported that the final bid package of the pavement repairs was ready and would work with Ms. Adams on how to bid it out. However, since their estimate for Reunion East was higher than the \$195,000 threshold, it required a public sealed bid process and notice requirements. Ms. Adams asked if the Board wanted to allocate a higher amount to accomplish the milling and resurfacing work, defer some of the work to next year or remove items from the scope. Mr. Greenstein pointed out any time work was performed on roadways, it was an inconvenience for the community such

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as traffic down to one lane. Financially they budgeted for it over the years and reserves were strong and they would get better bids for a larger job. Work needed to be completed on the west side and while they needed to be contracted for separately, because they were two separate entities, they should put any of the work that was identified through review by the engineer as soon as possible, factoring in peak periods, so that they received the best possible price for the job. Mr. Dryburgh preferred to complete the work as quickly as possible, as long as they had the adequate funds, to minimize the impact on the residents, so that the contractor did not raise the price. Mr. Goldstein agreed because if they broke the work up, it would look like the contractor was working for two years. Ms. Adams appreciated the feedback.

Ms. Adams questioned whether the Board wanted to consider speed cushions in the scope. Mr. Dryburgh wanted to include them, due to speeding on Excitement Drive. Ms. Adams recalled that the Reunion West CDD decided to not include speed cushions at this time and the District Engineer would review the segments of roadway and identify areas where vehicles were prone to gain speed. Mr. Goldstein wanted to meet with the District Engineer. Ms. Wispelwey felt that S-curve on Excitement Drive was unsafe, as golfers were crossing. Mr. Boyd recommended speed tables that accommodated 25 miles-per-hour (MPH) and more aggressive ones at golf cart crossings as well as signage to provide warnings. Mr. Greenstein asked if there was any signage at the S-curve. Mr. Scheerer noted that signs were installed. Mr. Greenstein pointed out in the past week, signage to bring it to the Reunion standard had been implemented, but the Board direction for the curve, was to post signage and monitor it. Mr. Vargas was supposed to have the officer's report when people were pulled over for speeding, but if that did not work, they would consider striping, due to cars crossing to the other side of the road. Mr. Goldstein recalled discussing installing golf cart crossing signs where there were none, especially from Hole 8 to Hole 9, on Excitement Drive past Radiant Street going into Liberty Bluff. Mr. Greenstein pointed out there were crosswalk markings and a warning sign, but no stop sign. Traffic had the right-of-way and golf carts must yield to the traffic. Mr. Boyd would work with Ms. Adams on the bid package and in the meantime, would provide recommendations for speed tables and other additional measures and include in the bid package as alternates. Since the last Board Meeting, all of the crosswalks and stop bars were re-stripped. There was Board consensus to add golf cart crossing signage to the bid package.

Mr. Boyd reviewed the requisitions related to The Stables, which totaled \$530,000. There was an Edwards Construction Company requisition, for Contract 04-250, which identified over

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\$530,000, but he wanted to look into old files to see if they could locate this contract. However, \$600,000 was actually spent by the CDD, as there was \$65,000 in site work that was bundled with other site work and there was an inspection fee of 2.5% or \$1,600 that was paid to the County for The Stables site work. The County Property Appraiser's website placed a value on the facilities of \$1.75 million. Ms. Adams would pull the requisition and speak with District Counsel regarding Mr. Boyd's findings. Mr. Greenstein thanked Mr. Boyd for doing this as it was a good starting point, but there needed to be additional work to get to a decision. Mr. Boyd reported that the gate installer for The Villages had raised questions that they wanted answers to before they ordered the equipment. It should be resolved in two weeks. The County initially said there was not an issue. Mr. Greenstein clarified that these were the resident control gates that controlled the Reunion Village Bridge access from Reunion Village off of Spine Road, to eliminate cut through traffic.

**Mr. Boyd and Mr. Curley left the meeting.*

C. District Manager's Report

Ms. Dorothy Reynolds of 7606 Sandy Ridge inquired about the relocation of potential golf course holes. Last month, the Board approved a Funding Agreement with Kingwood Orlando Reunion Resort for any expenses that might be incurred by the District. Ultimately, down the road, Kingwood Orlando Reunion Resort may be asking the District for either a property exchange or to convey certain areas or upland recreational buffer property to Kingwood Orlando Reunion Resort. At this time, there were no details on this project, but when the details were available, they would be presented to the Reunion East and Reunion West CDD Boards by a designee of Kingwood Orlando Reunion Resort. Members of the public, property owners and Reunion residents would be invited and informed about this presentation that would take place during a public meeting.

Resident Adrian Gallagher of 7421 Sparkling Court inquired about the costs for security and whether there would be any savings for the District, rather than contracting for security services with another entity. Ms. Adams explained that there were several agreements that Reunion East had for security services, such as an Interlocal Agreement between the Reunion East and West CDDs that delegated authority to the Reunion East CDD to enter into a Security Agreement on behalf of the Reunion West CDD. The Reunion East CDD also had an agreement with the Master Association to provide security services, including at the District's entrances. The CDD was prohibited from paying for security services that would benefit private residential

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properties, but the CDD could contract for security services to protect the District's assets and staff them. However, for example, the CDD could not pay for security at the private water park. The Security Agreement with the Master Association designated a certain amount as part of the annual budget. The amount of funding designated for security services was a relatively small amount, compared to the expense of staffing all of the Reunion entrances and for patrolling all of the Reunion roadways and amenities. The going rate for security services in the Central Florida market was approximately \$28 per hour. The District was paying a portion of the security services as both the Master Association and the Reunion West POA contracted with private security service providers in accordance with the agreements with the District. Ms. Adams referred Mr. Gallagher to the CDD website for contact information. Regarding areas of landscaping that needed attention, which were reported by a resident, the Field Services Manager could provide detailed information about what the District owned or could provide contact information, if it was owned by another entity.

i. Action Items List

Ms. Adams presented the Action Items List for Reunion East and Reunion West, which were included in the agenda package. A Resident questioned the status of the Seven Eagles pool and Fitness Center. Mr. Scheerer stated that Spies Pools did a great job on the pool and it would open on Saturday morning; however, there would be reduced staff. The Resort did a great job providing a detailed cleaning. There were some minor touchups in the Fitness Center, which should be completed today. As soon as housekeeping was completed, which should be tomorrow, it would be open on Saturday. Mr. Chuck Berry would be onsite tomorrow to provide the final touchups and detailed work. Yellowstone did a great job cleaning up the landscaping. The patio furniture would be cleaned. Mr. Greenstein pointed out they must allow for a reasonable timeframe for it to be announced. Ms. Adams would provide it to all of the different associations to distribute via electronic mail. Mr. Scheerer reported that all of the fitness equipment was adjusted by Fitness Services. The signs in Spanish arrived. GMS was instrumental in translating the rules from English to Spanish. Mr. Dryburgh reported that today, a maintenance guy used a tool to pop the gate door open at the Homestead pool so that they could use the bathroom, which Mr. Dryburgh did not object to, but voiced concern about people from the public doing it as well. Mr. Scheerer asked if it was a Yellowstone employee. Mr. Dryburgh did not believe so. Mr. Scheerer indicated that a cover could be placed over the latch. Mr. Greenstein requested that staff review all of the gates but felt that covering the area with a latch plate was adequate, without

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doing an entire retrofit. Mr. Dryburgh wanted residents to have a reasonable level of security. Mr. Goldstein requested that Mr. Scheerer obtain bids for the dog park gate, because someone could reach over and open it. Mr. Greenstein stated these were things to try to keep residents and guests to abide by the rules, but they were not going to prevent someone from getting access if they wanted to.

A Resident asked about the dumpsters. Ms. Adams reported that the Board approved a Temporary License Agreement with the Master Association that included tighter regulation of tidiness, cleanliness and pest control for the dumpsters. It was provided to the Master Association and they were still reviewing it. Mr. Dryburgh clarified that the only dumpsters that the CDD was responsible for were the ones next to this building. Mr. Greenstein stated that the Master Association was responsible for ones on CDD property. Mr. Dryburgh pointed out that Heritage Crossing was responsible. Ms. Adams recalled that there was a Management Services Agreement (MSA) for Heritage Crossings Community Center that may include the dumpsters. Mr. Greenstein requested that it be determined whether the dumpster was attached to this facility and was controlled by Kingwood under the MSA to maintain this building. Mr. John Kingsley at Artemis, who was responsible for residential in Reunion, discussed with Mr. Greenstein, some practical things that they were going to do as far as additional cleanups, dumps, hours, no after-hours dumping, etc. The Master Association had not signed the agreement, but they were talking about some practical items to try to make it better. Staff was going to continue following up with them between now and the next meeting, to try to get them to sign the agreement. Ms. Wispelwey voiced concern about the holidays approaching. Mr. Dryburgh requested that they find out Mr. Kingsley's understanding about the dumpster and whether the CDD was paying for it. A Resident spoke to Artemis and their understanding was that the CDD was responsible for the dumpster. Mr. Greenstein pointed out that as long as the dumpster was connected to this building, Kingwood had every right to control it, because of the CDD delegating authority through the MSA to run the building.

ii. Approval of Check Register

Ms. Adams presented the Check Register from October 1, 2023 through October 31, 2023 in the amount of \$296,865.66. It included transmittals to the Trustee for debt service fees.

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

iii. Balance Sheet and Income Statement

Ms. Adams presented the Unaudited Financial Statements through September 30, 2023, which were for informational purposes. Staff was monitoring the Unassigned Balance in the General Fund and the Replacement and Maintenance (R&M) Fund. The Debt Service Fund was managed by the Trustee. Revenues and expenditures were unaudited through the end of September.

iv. Replacement and Maintenance Plan

Ms. Adams presented the Replacement and Maintenance (R&M) Plan for Fiscal Year 2024, which was their project list. There was also a list of the Fiscal Year 2023 projects that were currently in process or deferred until 2024. It was for informational purposes.

D. Security Report

Ms. Adams reported that the October Security Report was provided to the Board under separate cover. Mr. Victor Vargas of Reunion Security was present to answer any questions. He noted an issue that a homeowner had regarding a towed vehicle. The car was towed because it was parked in an area where construction was occurring and it was covered. The owner was upset because the vehicle was towed and questioned the policy. Ms. Adams believed that the resident wanted clarification on the enforcement of the policy. The Board set the policy when they adopted the Parking Rules, which prohibit vehicles being parked on the public roadway and being covered. Even if it was parked in an area that was designed for parking, no covered vehicles were allowed. Reunion Security issued violation warnings, but in some cases, the owners of the vehicle were not even in the State. Ms. Adams requested that Reunion Security enforce the policies as they stand. If there was a vehicle parked on a public roadway, not in accordance with the parking rules, it would be subject to being towed. However, if the Board wanted to amend the Parking Rules to allow for covered vehicles, the CDD must amend and restate the Parking Rules to allow for covered vehicles to be on the public roadway. Ms. Wispelwey asked if a covered vehicle could be in a parking lot. Ms. Adams stated covered vehicles were not allowed on CDD property and the parking lots were governed by the HOA and not the CDD. Mr. Greenstein noted one or two covered vehicles on his street, but they were on driveways. Ms. Adams indicated they did not tow from private property, only from CDD property. Mr. Greenstein pointed out growing up in an urban environment, if a vehicle was covered in front of a residence, it was viewed as a security

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threat and the CDD did not have anything in their rules stating that a car must be moved every day. Ms. Adams reported that their rules allow for the towing of disabled or abandoned vehicles. Mr. Dryburgh requested that security notify the owner if their vehicle was covered and give them a couple of days to respond. If they did not respond, it was subject to immediate towing and suggested sending out a notice to all residents with the parking rules. There was Board consensus for Ms. Adams to include the Parking Rules in the December agenda.

EIGHTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

Supervisor's Requests

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Next Meeting Date – December 14, 2023

Ms. Adams stated the next meeting was scheduled for December 14, 2023 at 1:00 p.m. at this location.

ELEVENTH ORDER OF BUSINESS

Adjournment

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

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Secretary/Assistant Secretary

DocuSigned by:

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Chairman/Vice Chairman