

*Reunion East Community
Development District*

Agenda

December 14, 2023

AGENDA

Reunion East

Community Development District

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

December 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, December 14, 2023 at 1:00 PM** at the **Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, FL.**

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 November 9, 2023 Board of Supervisors Meeting
4. Public Hearing to Establish and Confirm Rates for Irrigation Services
 - A. Open Public Hearing
 - B. Public Comment
 - C. Consideration of Resolution 2024-02 Adopting Rates for Irrigation Services
 - D. Close Public Hearing
5. Consideration of Proposals for Seven Eagles Fountain Refurbishment or Replacement
 - A. UCC
 - B. Yellowstone
6. Consideration of Vertical Bridge Easement Funding Agreement
7. Consideration of Osceola County Property Appraiser Data Sharing and Usage Agreement
8. Ratification of Gas South Renewal
9. Consideration of License Agreement with SwimKids
10. Appointment of Audit Committee
11. 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

- i. Parking Rules
- 12. Other Business
- 13. Supervisor's Requests
- 14. Next Meeting Date: January 11, 2024
- 15. Adjournment

Audit Committee Meeting

- 1. Roll Call
- 2. Public Comment Period
- 3. Audit Services
 - a. Approval of Request for Proposals and Selection Criteria
 - b. Approval of Notice of Request for Proposals for Audit Services
 - c. Public Announcement of Opportunity to Provide Audit Services
- 4. 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, **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
Steven Goldstein
Trudy Hobbs
John Dryburgh
June Wispelwey

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Tricia Adams
Kristen Trucco
Steve Boyd *by Zoom*
James Curley *by Zoom*
Victor Vargas
Aura Zelada
Alan Scheerer
Garret Huegel
Pete Wittman
Graham Staley
Residents

District Manager
District Counsel
Boyd Civil Engineering
Boyd Civil Engineering
Reunion Security
Reunion West POA
Field Manager
Yellowstone Landscape Services
Yellowstone Landscape Services
Reunion West CDD Board Member

*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

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.

- **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

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

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

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

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

\$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

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

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.
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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

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

Chairman/Vice Chairman

SECTION 4



To: Reunion East Community Development District Board of Supervisors

From: District Counsel (Jan Albanese Carpenter, Esq. and Kristen Trucco, Esq.)

Re: Benefits of the Irrigation Water System Operating Agreement (the “Agreement”)

Date: December 14, 2023

-The Agreement memorializes the parties’ obligations and understanding of legal interests in the irrigation system, including maintenance and operation duties, in order to provide clarity and in order to ensure compliance with the law.

-In the Agreement Kingwood acknowledges the District’s legal interest in the irrigation system.

-The Agreement states that Kingwood will continue to manage the sourcing, storage and supply of irrigation water (both through the use of groundwater and reclaimed water, as permitted by Tohopekaliga Water Authority (“TOHO”)) and will continue to manage, operate, maintain, repair, replace and monitor the interconnected irrigation system for the community and ensure compliance with the South Florida Water Management District’s consumptive use permit.

-In the Agreement Kingwood agrees to follow a rate making process for the irrigation rates, as set forth in Paragraph 4 of the Agreement, **including furnishing the District with any proposed cost and rate changes for review and approval at least 90 days prior to the time proposed changes are intended to take effect**, and agrees to use good faith and commercially reasonable measures for any future cost modifications (including Consumer Price Index percentage changes for “Water and Sewer Maintenance,” and percentage changes in the retail rate for reclaimed water published by TOHO).

-Under Paragraph 4 of the Agreement, Kingwood agrees that the rates set forth in the Agreement are similar or equivalent to rates of other TOHO supplied communities in Central Florida and that “[s]uch rates remain in effect until approved by the Reunion East CDD at a scheduled meeting.”. Attached as **Exhibit “A”** is a data comparison worksheet showing the blended average rates (for the “Base Assessment” plus “Services Area Assessment”) for other providers. For comparison purposes: the District’s blended average is **\$38.42**; TOHO’s blended average is **\$39.23**; and TOHO’s Encore Club’s blended average in 2019 was **\$81.66**.

-The Agreement states that Kingwood will not charge the District for irrigation services.

-Per the Agreement, Kingwood is required to comply with all applicable laws, statutes, regulations, rules, ordinances, policies, permits, orders, including operational, safety, insurance, and other requirements imposed by federal, state, county, or other regulatory agencies.

-Per the Agreement, Kingwood is required to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities,

claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which include fees incurred in any administrative, judicial or appellate proceeding) which the District, its officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Kingwood's breach of any term or provision of this Agreement, and/or (ii) any negligent or intentional act or omission of Kingwood, its agents, employees or sub-contractors, including the association or other management company retained by Kingwood, related to or in the performance of this Agreement.

-Per the Agreement, there is an early termination option in the event of an unresolved event of default.

-Per the Agreement, Kingwood is required to maintain insurance listing the District as an additional insured.

-Per the Agreement, Kingwood is responsible for obtaining and paying for all necessary permits and other governmental approvals.

		Maximum Monthly Use For Each Tier (Gallons Per Unit)					Rates Per Tier (\$ per 1,000 Gallons)					Percentage Use Per Tier (Assigned/Estimated)							
System	Type	Charge Per Month Per Connection	Base Charge per 1000 gallons (Tier 1)					Tier 1	Tier 2	Tier 3	Tier 4	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Aggregate Commodity Charge per 1000 gallons	Commodity Charge per month (under conservation structure)	Total Monthly Charge Per Connection
Toho-Camelot	Tiered-4	4.25	2.46	10,000	20,000	30,000		2.46	3.92	5.95	5.94	70%	20%	7%	3%		3.10	34.98	39.23
Toho-Harmony	Tiered-4	4.25	2.46	10,000	20,000	30,000		2.46	3.92	5.95	5.94	70%	20%	7%	3%		3.10	34.98	39.23
Toho-Parkway	Tiered-4	4.25	2.46	10,000	20,000	30,000		2.46	3.92	5.95	5.94	70%	20%	7%	3%		3.10	34.98	39.23
Toho-Ponceiana	Tiered-4	4.25	2.46	10,000	20,000	30,000		2.46	3.92	5.95	5.94	70%	20%	7%	3%		3.10	34.98	39.23
Toho-Sundhill Road	Tiered-4	4.25	2.46	10,000	20,000	30,000		2.46	3.92	5.95	5.94	70%	20%	7%	3%		3.10	34.98	39.23
Seminole	Tiered-5	6.52	0.86	10,000	20,000	30,000	50,000	0.86	1.45	2.39	5.93	70%	20%	7%	3%		1.18	13.28	19.80
Casselberry	Tiered-2	7.36	2.16	12,000				2.16	6.13			84%	16%				2.80	31.53	38.89
Ponte Vedra	Tiered-3	8.93	2.04	6,000	12,000			2.04	2.76	3.70		42%	42%	16%			2.61	29.42	38.35
Polk County	Tiered-4	0	1.41	20,000	30,000	40,000		1.41	4.22	5.63	8.45	85%	8%	5%	2%		1.99	22.41	22.41
Apopka	Tiered-4	8.58	1.48	6,000	15,000	30,000		1.48	2.21	4.41		42%	46%	12%			2.17	24.45	33.03
Winter Springs	Tiered-5	5.19	0.94	5,000	10,000	15,000	20,000	0.94	1.17	1.63	1.83	35%	35%	18%	8%	4%	1.29	14.50	19.69
Palm Coast	Tiered-3	8.2	1.23	10,000	20,000			1.23	1.82	2.47		70%	20%	10%			1.47	16.61	24.81
Jacksonville	Tiered-2	12.6	2.97	14,000				2.97	5.97			86%	14%				3.39	38.24	50.84
Winter Haven	Tiered-4	8.27	2.75	5,000	10,000	15,000		2.75	4.61	7.70	9.65	35%	53%	12%			4.33	48.85	57.12

Data from Utility Companies
Based on Annualized Monthly Average Projected Use Rate for Units within Reunion East

Max	57.12
Min	19.69
Avg	35.79

Reunion East	38.42
Toho	39.23
Toho - Encore Club (2019)	81.66

SECTION C

RESOLUTION NO. 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING RATES FOR IRRIGATION SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Reunion East Community Development District (the District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida;

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rates and rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business;

WHEREAS, the Board of Supervisors of the District (the “Board”) finds that it is in the best interests of the District to adopt by this Resolution the rates set forth in the “Irrigation Water System Operating Agreement,” between the District and Kingwood Orlando Reunion Resort, LLC, attached hereto as Exhibit “A” (the “Rates”); and

WHEREAS, the Board has complied with applicable Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The attached Rates are hereby adopted. Legal authority for the Rates include Sections 190.035, 190.011 and 190.012, *Florida Statutes*.

SECTION 2. In the event any section or part of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of this Resolution is wholly or necessarily dependent upon the section or part so held to be invalid or unconstitutional.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 14th day of December, 2023.

[Signatures provided on following page.]

**SIGNATURE PAGE TO RESOLUTION 2024-02
REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT**, a Florida
community development district

Print: _____
Secretary / Assistant Secretary

Print: _____
Chairman / Vice Chairman

EXHIBIT “A”

[Please see attached.]

Irrigation Water System Operating Agreement

This Irrigation Water System Operating Agreement (this “**Agreement**”) is made and entered into as of December 5, 2023 by and among **Kingwood Orlando Reunion Resort, LLC**, a Florida limited liability company (“**Kingwood**”), as successor to GINN-LA ORLANDO, LLP, a Georgia limited partnership, and its successors and assigns, and the **Reunion East Community Development District**, a special purpose unit of local government pursuant to Chapter 190, *Florida Statutes* (the “**Reunion East CDD**”), and its successors and assigns.

Background Information

1. The Reunion East CDD was established pursuant to the Board of County Commissioners for Osceola County Ordinance Number 01-31 and Chapter 190, *Florida Statutes*, and has been expanded to include approximately 1,279 acres located in unincorporated Osceola County, Florida (“**Community**”).

2. Within the Community it is estimated that there is a total of approximately 576 irrigated acres comprised of approximately 323 acres of golf course turf and 253 acres of landscaping within residential communities, road rights of way, amenity areas, condominium associations areas, commercial parcels, buffer areas, and other properties within the Community.

3. Kingwood owns the golf courses and resort areas within the Community and conducts operations on a daily basis, 24 hours per day, 7 days per week, employing a team of over 400 service professionals, including experts in irrigation and horticulture, landscape management, as well as engineering and utility systems.

4. Costs related to the Community’s irrigation system include its design, construction, and installation, including certain ponds, piping, wells, permits, control systems, monitoring systems and pumping systems (collectively, the “**Overall Irrigation System**”), as well as consulting fees and easement costs. The Reunion East CDD has a legal interest in certain public elements of the Overall Irrigation System used to provide irrigation services to residential, commercial and common landscaping areas within the Community, including those which may be located on Reunion East CDD property, within easements in favor of the Reunion East CDD, and within certain right-of way tracts within the Community. The Reunion East CDD’s contributions are evidenced by the use of tax-exempt bond funds for its portion of the construction of the Overall Irrigation System, developer contributions, and the District Engineer’s Reports. For ease of reference, and solely for the purposes of this Agreement, components of the Overall Irrigation System for which the Reunion East CDD has a legal interest shall be referred to as the “**District’s Irrigation System**.” Kingwood has a legal interest in certain private elements of the Overall Irrigation System, including those located on private property, within easements in favor of Kingwood on other properties, and within certain roadway tracts or public properties. Since installation, Kingwood has expended substantial funds on the Overall Irrigation System, including to procure the maintenance of permits and the replacement and maintenance of components of the Overall Irrigation System.

5. The parties agree that for the Term of this Agreement Kingwood shall manage the sourcing, storage, and supply of irrigation water (both groundwater and reclaimed water), and shall also continue to manage, operate, maintain, repair, replace (including Capital Expenses, as defined herein), and monitor the interconnected Overall Irrigation System for the Community and to do so, shall manage the District's Irrigation System, in accordance with the terms herein and applicable regulations/Florida law (the "**Irrigation Services**"). Individual property owners shall not maintain or operate any component of the Overall Irrigation System. Notwithstanding Kingwood's management of the District's Irrigation System under the terms of this Agreement, the Reunion East CDD retains its legal interest and associated rights (including, but not limited to, the ability to manage and control the District's Irrigation System) with respect to the District's Irrigation System.

6. Kingwood is the permittee for the consumptive use of irrigation water within the Community, as evidenced by the South Florida Water Management District ("**SFWMD**") Water Use Permit #49-01107-W ("**Permit**") and has maintained and renewed the Permit, submitted all monitoring reports, studies, and compliance data, and coordinated with the SFWMD and other interested parties. Kingwood has absorbed considerable cost associated with the Permit, compliance thereto, and its repeated renewal, efforts to cause changes in the source of irrigation water, along with other regulatory and governmental approvals and permits related to the Overall Irrigation System and Irrigation Services. Kingwood, as the successor to the master developer of the Community, and as declarant of the Reunion Resort & Club of Orlando Master Association, Inc., a Florida not for profit corporation (the "**Association**"), together with the Reunion East CDD, planned and designed the Community to be master managed with respect to landscape maintenance and Irrigation Services. Kingwood has implemented the management of privately and publicly landscaped and irrigation properties within the Community through self-performance and engagement of service providers to assist in the Overall Irrigation System operations.

7. The Reunion East CDD consents to Kingwood assigning and/or sharing its maintenance and billing obligations related to the Overall Irrigation System with the Association, in accordance with the terms herein. In the event Kingwood desires to use another entity for maintenance and billing obligations for the Overall Irrigation System, the prior written consent of the Reunion East CDD is required, which shall not be unreasonably withheld or delayed. Kingwood may assign to the Association the duty of assessing property owners (other than the Reunion East CDD) on a monthly basis, in accordance with the terms herein, through the rights, authorities and responsibilities granted by the Reunion Resort of Orlando Declaration of Covenants, Conditions, Restrictions, and Easements (the "**Declaration**"), which includes funds for the cost of landscaping and irrigation management.

8. The SFWMD had previously permitted the Community to continue to use groundwater as the primary source of irrigation water for the Community. Kingwood's predecessor and the Reunion East CDD planned, designed, and permitted the supply of irrigation water such that the Community could be self-sufficient and allowed the delivery of irrigation water at economically feasible rates.

9. The SFWMD has mandated that the Community use reclaimed water as the primary source of irrigation water when available instead of groundwater. The Tohopekaliga Water

Authority (“**Toho**”) is the entity responsible for treating and delivering reclaimed water to the Community. Because of the mandate, Kingwood and Toho evaluated the existing reclaimed water infrastructure and determined it is inadequate to serve the entire Community and deliver the requisite irrigation water required for the landscaped and irrigated areas.

10. Kingwood, facilitated by the SFWMD, negotiated with Toho the supply of reclaimed water at levels approved in the existing Permit and to account for seasonal and diurnal variations in demand and water supply. Negotiations regarding the Permit and Toho reclaimed water supply culminated in the execution of an *Agreement Between the Tohopekaliga Water Authority and Kingwood Orlando Reunion Resort, LLC Regarding Reclaimed Water Delivery* (the “**2019 Toho Agreement**”), recorded in the public records of Osceola County, Florida (CFN#2019070175). The 2019 Toho Agreement includes the following provisions:

- i. Kingwood agreed to provide a new reclaimed water transmission line and associated infrastructure to provide reclaimed water to the Community using existing irrigation water facilities. Upon completion, Kingwood shall retain the new transmission line and associated infrastructure and shall convey to Toho the improvements upstream of the meter, and which are within public County Road 545.
- ii. The Community will be provided reclaimed water at a substantial reduction from Toho’s current market rates, a benefit that will translate into lower costs of Irrigation Services to property owners within the Community.
- iii. Specific acknowledgement of existing agreements which initially set forth options for service to the Community for potable water, wastewater, and reclaimed water; the 2019 Toho Agreement, represents that it does not in any way amend or modify the existing agreements:
 1. City of Kissimmee/Ginn-LA Orlando II, LLP, Water, Wastewater, and Reclaimed Water System Developer’s Service Agreement.
 2. Reunion Reclaimed Water Master Planning Interlocal Agreement.
 3. Reunion East Water Delivery Interlocal Agreement.
 4. Reunion West Easement and Reclaimed Water Delivery Interlocal Agreement.

11. SFWMD issued Kingwood a modified Permit that provides for the construction of the new reclaimed water transmission line, a period of testing and confirmation of performance for Toho’s delivery of reclaimed water, a transition of sources for irrigation water from groundwater as the primary source to reclaimed as the primary source, and ultimately for groundwater to be used as a supplemental and backup source of irrigation for the Community. The SFWMD also issued Toho modified water use permits related to the allocation of groundwater

withdrawal once Toho satisfies the requirements of delivery of reliable and quality service of reclaimed water to Kingwood of use as irrigation water for the Community.

12. Kingwood agrees to cooperatively assist in establishing rates to pay for Irrigation Services, with input and approval from the Reunion East CDD as set forth herein, which Kingwood will incorporate into the Association's billing/assessment of property owners, and which will satisfy applicable provisions of Chapter 190, *Florida Statutes*, including Section 190.035, *Florida Statutes*.

13. The Parties agree that it is in the best interest of the Community for (a) Kingwood to provide the Irrigation Services to a part of the Overall Irrigation System (now with the primary supply of irrigation coming from reclaimed water and use of supplemental groundwater as needed), and for (b) Kingwood to maintain, retain the Association or other approved management company, to exercise its governance to provide billing/assessment for the Irrigation Services provided by Kingwood to the Community, and (c) the Reunion East CDD to continue to contribute the use of the District's Irrigation System facilities in exchange for no charges to the Reunion East CDD for Irrigation Services; therefore, the Parties desire to enter into this Agreement to formalize their respective rights and responsibilities.

Operative Provisions

1. **Incorporation of Background Information.** The background information stated above is true and correct and is incorporated by reference as a material part of this Agreement. The parties have entered into this Agreement for the management of the Overall Irrigation System in an appropriate, cost-effective, and legally sufficient manner, to provide the Community with Irrigation Services and to assure compliance with Florida law.

2. **Control and Management Responsibility.** The parties agree that Kingwood shall manage and operate the District's Irrigation System in accordance with the standards set forth herein, applicable regulations and permits, and Florida law. Kingwood hereby accepts such duties. Notwithstanding the foregoing, the parties agree that the Reunion East CDD retains legal interest to the District's Irrigation System.

3. **License to Use and Access Reunion East CDD Infrastructure and Property.** Subject to the terms and conditions of this Agreement, the Reunion East CDD hereby grants Kingwood, its employees, agents, and contractors, a license to use and access Reunion East CDD irrigation infrastructure on Reunion East CDD's property or within the Reunion East CDD's easements for the sole purpose of providing Irrigation Services to the Community. Kingwood shall not cause damage to or materially and unnecessarily interfere, on a continuing and unmitigated basis, with the use, operation or maintenance of any property or improvements owned by the Reunion East CDD. Kingwood shall promptly repair any damage that Kingwood or its agents cause to property and/or improvements owned by the Reunion East CDD and shall maintain all property and/or improvements in a commercially reasonable, working condition.

4. **Fee Schedule for Irrigation Services and Process for Increases.**

a. Kingwood hereby acknowledges and agrees that the Reunion East CDD must adhere to the requirements of Chapter 190, *Florida Statutes*, as applicable, including the requirement that the Reunion East CDD must approve any rates charged for the District's Irrigation System, in accordance with the public hearing requirements for setting rates in Section 190.035, *Florida Statutes*. The costs for managing irrigation are to be borne by Kingwood, and shared by property owners through irrigation rates, excluding the Reunion East CDD.

b. The "**Rate Schedule Irrigation Service (2023 Rates)**" attached hereto as **Exhibit "A"**, details costs for Irrigation Services (the "**Rate Schedule**") for the calendar year 2023. Such rates remain in effect until approved by Reunion East CDD at a scheduled meeting. Kingwood warrants that the costs of the Irrigation Service bear a reasonable relationship to all costs Kingwood anticipates will be incurred in the following calendar year with respect to the provision of Irrigation Services (including adequate and prudent reserves).

c. Kingwood will use good faith commercially reasonable efforts to consider the following in developing future Irrigation Service cost modifications to propose to the Reunion East CDD:

- i. The percentage change in the Consumer Price Index for "Water and Sewerage Maintenance" as published by the United States Government Bureau of Labor Statistics;
- ii. The percentage change in the retail rate for reclaimed water as published by Toho;
- iii. The amount of irrigation water delivered relative to projected use amounts; and
- iv. Expected life cycles of District's Irrigation System components, reasonable and prudent extension of useful life, and associated plans for maintenance, repair and replacement and related reserves.
- v. Commercially reasonable management fees payable to the Association and to Kingwood for their services.

d. Kingwood will furnish the Reunion East CDD a copy of the proposed costs and rate changes for Irrigation Services for review and approval, at least 90 days prior to the time the proposed changes are intended to take effect.

e. Kingwood has acknowledged and agreed that all rates set forth reflect rates for the Irrigation Services rendered by Kingwood as outlined in this Agreement, are similar or equivalent rates of other Toho supplied communities in Central Florida; Kingwood will retain a rate-making

consultant to provide to the Reunion East CDD a detailed rate report to support Kingwood's proposed rates. The Reunion East CDD shall insure that the District's Irrigation System service rates are advertised to comply with the applicable provisions of Chapter 190, *Florida Statutes*.

f. A "Capital Expense" is defined as any capital expenditure (not normal operational maintenance and repairs), upgrade or long-term repair that is in excess of \$50,000. Given the nature of the Overall Irrigation System, Capital Expenses will be included in the rates charged to the landowners. Kingwood will notify the Reunion East CDD, if, in the best judgment of Kingwood, any Capital Expense related to the District's Irrigation System cannot be included in the rates charged to the landowners. Upon such notice to the Reunion East CDD, the Reunion East CDD agrees to evaluate financing options for such expenditures, to the extent financing by the Reunion East CDD is permitted under Florida law and related to the District's Irrigation System.

5. Duties of Kingwood.

a. Kingwood agrees to provide the Irrigation Services to the Community; including (without limitation) the timely payment to Toho for all reclaimed water supplied under the 2019 Toho Agreement. Kingwood shall be solely responsible for staffing, budgets, financing, billing and collection of fees, charges, etc., necessary to perform the operation and maintenance of responsibilities in this Agreement.

b. Kingwood shall cause all work related to the Irrigation Services to be done, furnished, and performed in a workmanlike manner and in accordance with the best management practices in the industry.

c. Kingwood shall use due care to protect and maintain the District's Irrigation System, other property of the Reunion East CDD and residents and landowners of the Community from damage. Kingwood shall make, or cause to be made, routine repair work and normal maintenance of the District's Irrigation System as required for the operation of and physical protection of the District's Irrigation System, or as required under applicable permits. Kingwood shall make or cause to be made, emergency repairs necessary for preservation of the District's Irrigation System and safety of persons or property, or to avoid any suspension of service.

d. Kingwood shall be responsible for obtaining and paying for all necessary permits and other governmental approvals relating to the Overall Irrigation System.

e. In connection with the Overall Irrigation System and Irrigation Services, Kingwood shall comply, and shall cause the Association to comply, with all applicable laws, statutes, regulations, rules, ordinances, policies, permits, orders, including operational, safety, insurance, and other requirements imposed by federal, state, county, or other regulatory agencies.

f. Kingwood acknowledges that the District is a special purpose government which must comply with all requirements of Florida law, including Chapter 190, *Florida Statutes*, and Chapters 119 and 286.

g. Kingwood shall promptly and properly (or shall cause) pay for all contractors retained, labor employed, materials purchase and equipment hired by, to perform under this Agreement. Kingwood shall cause (including with regard to work performed by Kingwood's agents, including the Association) the District's Irrigation System to be free from any materialmen or mechanic liens and claims or notices with respect to such liens and claims which arise by reason of Kingwood's (or its agents, including the Association) performance under this Agreement and Kingwood shall immediately discharge any such claim of lien.

h. Kingwood shall promptly investigate and provide a full written report to the District for all accidents or claims for damage relating to the operation and/or maintenance of the District's Irrigation System. The report shall include a description of any damage or destruction of property and the estimated cost of repair. Kingwood shall and shall cause the Association to cooperate and make any and all reports required by any insurance company of the District. Kingwood or the Association shall not file any claims or reports with the District's insurers, without the District's prior written consent.

i. Kingwood covenants and agrees that it does not and will not through the Term of this Agreement, hold more than 20% of the voting power on the Reunion East CDD's Board of Supervisors.

6. Initial Term, Renewal and Termination.

a. The initial term of this Agreement is 20 years from the date of this Agreement.

b. This Agreement shall automatically renew for three successive 20-year renewal periods, unless either party gives 180 days' notice of its intent not to renew unless earlier terminated pursuant to Section 6 below.

7. **Early Termination.** If Kingwood fails to provide Irrigation Services for 90 days (subject to the force majeure provisions below), and such failure jeopardizes adequate Irrigation Services to the Community that results in continuing, unmitigated, and material damages to Reunion East CDD or the property owners in the Community, and after the conclusion of the dispute resolution process described below, then the Reunion East CDD may elect to unilaterally terminate this Agreement prior to the end of the current term, with (90 day) prior written notice. The District shall have all rights to operate the District Irrigation System and Kingwood agrees to cooperate with the District in such efforts to prevent waste, damage, and to ensure efficient operations of the Overall Irrigation System.

8. **Events of Default.** Subject to the force majeure provisions below, any breach of the obligations in this Agreement which is not cured within 90 days after receipt of written notice thereof, will constitute an "Event of Default" or "Default" under this Agreement. In the event that any party is under an Event of Default the non-defaulting party's sole remedy is the right to seek specific performance of the defaulting party's obligations under this Agreement. In no event shall any party be entitled to seek or be awarded of damages of any kind, including but not limited to special, consequential, or punitive damages.

9. Dispute Resolution. In the event of an Event of Default or other dispute arising out of or related to this Agreement, the parties mutually agree to undertake the following informal settlement process to resolve their differences as a condition precedent to the initiation of any litigation:

a. Notice by the initiating party shall be given of any dispute between it and the other party or parties, as applicable, in writing, within 10 business days of the initiating party's discovery of the dispute.

b. Within 30 calendar days of receipt of the notice, or in the case of the Reunion East CDD, within 30 calendar days of the Reunion East CDD duly authorizing its representative at a Reunion East CDD Meeting, representatives of each party with the authority to recommend a settlement will meet and attempt to reach an agreement which can be taken for final approval by the parties.

c. If the parties' representatives cannot reach agreement, then within 45 calendar days of the meeting, or the first Reunion East CDD meeting after the 45 day period terminates, the parties shall convene a formal mediation with a mediator of their mutual choosing to undertake a settlement. If the parties cannot mutually agree to a mediation within 30 days after the 45-day period expires, the mediation shall be deemed to have failed and litigation may proceed as provided in subsection (d) hereof.

d. If the parties cannot reach settlement through the mediation process, any party may then initiate litigation no sooner than 45 calendar days after the notice of the parties' failure to settle has been sent by the mediator.

Other than the District's obligations to comply with Chapters 119 and 286, *Florida Statutes* all allegations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. The parties understand and agree that the Reunion East CDD will have to have any mediated settlement approved by its Board of Supervisors, which the Reunion East CDD shall seek to do at the next regular meeting following such mediation.

10. Collateral Assignment of Permit. If Kingwood is given written notice of any Event of Default in its obligation to provide the Irrigation Services, fails to cure such default within 90 days, and after the conclusion of the dispute resolution process set forth in Section 9 above, the Default is not cured, and after receipt of a written request by the Reunion East CDD, then Kingwood shall immediately assign to the Reunion East CDD, to the extent assignable, Kingwood's rights under the Permit related to the District's Irrigation System. This collateral assignment shall only be effective upon the Reunion East CDD's exercise of its rights hereunder and any regulatory and governmental jurisdiction having authority providing consent to the assignment. Kingwood shall complete and execute all documents and shall cooperate with all efforts to assign the Permit. This section shall survive termination of this Agreement.

11. Force Majeure.

a. Any delay or failure in the performance by any party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean an act of God, strikes, lockouts, act of public enemy, lightning, fire, storm, flood, governmental restraints or any other cause of delay beyond the reasonable control of the party claiming the applicability of the Force Majeure doctrine (financial inability is excepted).

b. In the event that Toho is unable to provide adequate reclaimed water due to conditions outside the control of the parties and Kingwood is unable to supply sufficient groundwater pursuant to Permit restrictions imposed by SFWMD then such eventuality would be considered Force Majeure relieving the parties of the obligation to fully perform during the period of water shortage such Force Majeure occurrence.

12. Insurance.

a. Kingwood, and its successors, shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$2,000,000 single limit per occurrence, protecting it and the Reunion East CDD from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Kingwood's services under this Agreement or from or out of any act or omission of Kingwood, its officers, directors, agents, and employees;

(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed hereunder;

(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$100,000 per occurrence; and

(iv) Employers liability, with a minimum coverage level of \$1,000,000.

b. Kingwood shall cause the Association or its successor, throughout the performance of its services pursuant to this Agreement, to procure and maintain professional liability insurance with a minimum limit of \$1,000,000 protecting it and the Reunion East CDD from claims which may arise from or in connection with the performance of the Association's services under this Agreement or from or out of any act or omission of the Association, its officers, directors, agents, and employees.

c. All such insurance shall be with companies and on forms acceptable to the Reunion East CDD and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to the Reunion East CDD; the insurance

required under subsection (a)(i) and (b) shall name the Reunion East CDD as an additional insured. Certificates of insurance (and copies of all policies, if required by the Reunion East CDD) shall be furnished to the Reunion East CDD. In the event of any cancellation or reduction of coverage, Kingwood shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to the Reunion East CDD whatsoever.

d. The minimum levels of insurance shall be adjusted based on consumer price indices, risk metrics, and asset value every ten (10) years this Agreement is in force.

13. Indemnification. Kingwood shall indemnify, save harmless and defend the Reunion East CDD, their officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the Reunion East CDD, its officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Kingwood's breach of any term or provision of this Agreement, and/or (ii) any negligent or intentional act or omission of Kingwood, its agents, employees or sub-contractors, including the Association or other management company retained by Kingwood, related to or in the performance of this Agreement.

14. No Inconsistent Tax Position. Kingwood agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the Reunion East CDD with respect to the District's Irrigation System. For example, Kingwood agrees not to claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment made to Kingwood with respect to the District's Irrigation System.

15. Safe Harbor Provisions. The parties intend that this Agreement comply with the safe-harbor provisions of Rev. Proc. 2017-13 and agree that the provisions thereof should be interpreted to allow for such compliance to the fullest extent possible given principles of legal construction.

16. Reunion East CDD.

a. The Reunion East CDD is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Kingwood agrees that nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the Reunion East CDD'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. Nothing in this Agreement shall be construed as a waiver or relinquishment of any rights, remedies, claims or defenses held by the Reunion East CDD.

17. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by all parties.

18. **Governing Law and Venue.** This Agreement shall be governed by the Laws of the State of Florida. Any action to enforce any provisions of this Agreement shall be undertaken in the Circuit Court for Osceola County, Florida.

19. **Attorney's Fees and Costs.** In the event that any party is required to enforce this Agreement by court proceedings, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial and appellate proceedings.

20. **Relationship Between the Parties.** Nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the parties.

21. **Public Records Act & Compliance with E-Verify System.**

I. Compliance with Public Records Act

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

a. Keep and maintain public records required by the Reunion East CDD to perform services.

b. Upon request by the Reunion East CDD, provide Reunion East CDD with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;

c. Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if Kingwood does not transfer the records to the Public Records Custodian of the Reunion East CDD; and

d. Upon completion of the Agreement, transfer to the Reunion East CDD, at no cost, all public records in Kingwood's or the Association's possession or, alternatively, keep, maintain, and meet all applicable requirements for retaining public records pursuant to Florida laws.

II. Compliance with E-Verify System.

a. Kingwood shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*.

Accordingly, to the extent required by Section 448.095, *Florida Statutes*, Kingwood shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The Reunion East CDD may terminate this Agreement immediately for cause if there is a good faith belief that Kingwood has knowingly violated Section 448.091, *Florida Statutes*.

b. If Kingwood anticipates entering into agreements with a subcontractor to perform the Irrigation Services, Kingwood will not enter into the agreement without first receiving an affidavit from the entity regarding compliance with Section 448.095, *Florida Statutes*, and stating that the entity does not employ, contract with, or subcontract with an unauthorized alien. Kingwood shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Reunion East CDD upon request. In the event that the Reunion East CDD has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Kingwood has otherwise complied with its obligations hereunder, the District shall promptly notify Kingwood. Kingwood agrees to immediately terminate the agreement with the subcontractor upon notice from the Reunion East CDD. Further, absent such notification from the Reunion East CDD, Kingwood or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

c. By entering into this Agreement, Kingwood represents that no public employer has terminated a contract with Kingwood under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

22. Headings. The headings in this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

23. Arm's Length Transaction and Interpretation. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. In the case of any ambiguity or a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

24. Authority. Each individual executing this Agreement represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of that party.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and all such counterparts together shall constitute, but one and the same instrument.

26. Notices. Whenever any party desires to give notice to the other parties, it must be given by written notice sent by certified United States mail with return receipt requested or a nationally recognized overnight delivery service to the addresses below. In the event that any party

undergoes a change in address or contact information, notification to the other parties shall be made.

To Kingwood:

Attn: Fred Zohouri
400 Curie Drive
Alpharetta, Georgia 30005

To the Reunion East CDD:

Reunion East Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attention: District Manager
Telephone: (407) 841-5524
Email: gflint@gmscfl.com

With a copy to: Latham, Luna, Eden & Beaudine, LLP
201 South Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: District Counsel, Jan A. Carpenter
Telephone: (407) 481-5800
Email: jcarpenter@lathamluna.com

Notice by email shall be ineffective under this Agreement.

27. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Florida, the provision that appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be deemed modified to conform to such statutory provision.

28. Entire Agreement. This Agreement contains the entire agreement and no party is to rely upon any oral representations made by the other parties. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

[Signature page to follow.]

Counterpart Signature Page of
Irrigation Water System Operating Agreement

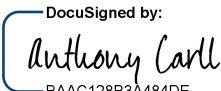
IN WITNESS WHEREOF, the authorized representatives of the parties have duly executed this Agreement as of the date above.

Witness:

Name: _____

Name: _____

Kingwood Orlando Reunion Resort, LLC
a Florida limited liability company


DocuSigned by:


BAAC128B3A484DE...
Print Name: Anthony Carll
Title: Vice President

Counterpart Signature Page of
Irrigation Water System Operating Agreement

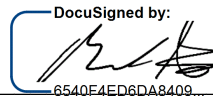
**Reunion East Community Development
District, a Florida Community Development
District**

Attest:

DocuSigned by:

3E3E5FA5C67E43B

Name: Tricia Adams

Title: District Manager/Assistant Secretary

DocuSigned by:

6540F4ED6DA8409...

Name: Mark Greenstein

Title: Chairman

EXHIBIT “A”

**Rate Schedule Irrigation Service (2023 Rates)
and
Association adopted 2023 Budget**

[See attached]

Reunion Resort & Club of Orlando**Irrigation Water Fees**

The Reunion Resort & Club of Orlando Master Homeowner Association (Association) assesses property owners for various costs associated with managing and maintaining the master planned development. These costs include services for landscape and hardscape maintenance, including the cost of irrigation water. The Association budget reflects separate line items for different expense types related to landscape management. Irrigation water costs are allocated by two types of fees: base fees and service area assessments.

Base Assessment (Access Fee)

The base fee covers the anticipated water required to irrigate the common areas of the community and a uniform unit-based appropriation of water for each development parcel. Each unit owner pays the same base fee. The base fee for 2023 budget year is 34.92 per unit per month. Per the Association budget, this is reflected under the Utilities category, individual line item - Base Irrigation Water Access Fees.

Service Area Assessments (Use Fee)

Service area assessments cover the anticipated water required to irrigate specific development parcels beyond the base fee appropriated volume. For units with the lowest anticipated water requirements, there is no service area assessment, since the base fee is intended to cover the water cost for the lowest irrigable area for any unit. Units that are within specific development parcels having greater amounts of irrigable area have higher service area assessments. The service area assessment for irrigation water in the 2023 Association budget year follow:

Community	Use Fee
<i>Carriage Pointe</i>	0.00
<i>Center Court Ridge</i>	0.00
<i>Heritage Crossing</i>	0.00
<i>Homestead</i>	7.90
<i>Liberty Bluff</i>	0.00
<i>Patriots Landing</i>	6.90
<i>Reunion Grande</i>	0.00
<i>Reunion Village</i>	13.00
<i>Seven Eagles</i>	0.00
<i>Spectrum</i>	0.00
<i>Terraces</i>	0.00
<i>Villas at Reunion Square</i>	0.00

The amount of water anticipated for the community is based on the approved water use permit volumes. The amount of irrigation water projected for specific development parcels is based on the characteristics of each development described and detailed per filed permit documentation. Units within a specific development parcel are allocated the same irrigation water (e.g. irrigable water for the specific development parcel divided by the number of units within the development parcel).

Several factors influence the amount of irrigation water actually used in maintaining landscape within the community, including the amount and frequency of rainfall, landscape management practices employed by the service companies engaged to perform maintenance, climatic variables (e.g. humidity, cloud cover, temperature, etc.), new vegetation and types of planted vegetation, level of service and expected quality of supported vegetation, along with several other variables. Irrigation water patterns and usage typically change throughout the year, season to season, and even year to year. The projected use is based on the 2 in 10 year drought, which is the metric used by permitting agencies for water use allocations, along with consideration for historic use patterns, efficiencies and implementation of BMPs, etc.

SECTION 5

SECTION A

**Project Name: Reunion Seven Eagles Fountains
Reunion Florida**

Date: 5-Dec-23
Attn: Alan Sheerer @ GMS
UCC Estimate No.: 001 Rev 01

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		<i>We are pleased to submit the following pricing for your review as its been 19 years since UCC quoted and constructed the walls and columns and walkways of Seven Eagles and we are proud of them.</i>				
		<u>Seven Eagles Way & Seven Eagles Ct Fountain</u>				
		<u>OPTION #1 DB 10' DIAMETER Circular Ring Veil Fountain</u>				
1.00		Demo and replace existing 10' Diameter 3 tier bowl Ftn with 10' diameter ring ftn with center jet Similar to Photo #1 but with Precast caps Includes Design/Eng/Permitting	1.00	Ls.	115,000.00	115,000.00
		New Ftn will have brick walls to match Seven Eagles, Precast caps to match Seven Eagles, cast in place concrete structure with interior waterproofing prior to interior marcite and waterline tile. The ftn will have a Black PVC "ring" feature with brass/bronze nozzles tightly spaced to send a circular "veil" of water to land just outside a center geyser jet. The feature will be powered by a pump system housed in a semi-submersible vault located behind the nearest brick site wall. The vault will also house an automatic chlorination system, timeclock and filtration package along with LED changeable colored lighting capabilities to highlight seasonal decorating.				
		includes replacing existing pavers as required to demo and reinstall and crossing of utilities. Landscape and irrigation repairs by others				
		sewer/water service to be available within 20' of vault or tie in to irrigation				
		1 YEAR Warranty on materials and labor				
		PERMIT REQUIRED & Incl for this option				
		Expected lifetime of new fountain is 8-10 years before interior finish and full equipment pac overhaul reno required again.				
		<u>OPTION #2 DB 15' DIAMETER Circular Ring Veil Fountain</u>				
2.00		Demo and replace existing 10' Diameter 3 tier bowl Ftn with 15' diameter ring ftn with center jet. Cross between photos #1 & #2/2A. Includes design/Eng/permitting	1.00	Ls.	142,000.00	142,000.00
		New Ftn will have brick walls to match Seven Eagles, Precast caps to match Seven Eagles, cast in place concrete structure with interior waterproofing prior to interior marcite and waterline tile. The ftn will have a Black PVC "ring" feature with brass/bronze nozzles tightly spaced to send a circular "veil" of water to land just outside a center geyser jet. The feature will be powered by a pump system housed in a semi-submersible vault located behind the nearest brick site wall. The vault will also house an automatic chlorination system, timeclock and filtration package along with LED changeable colored lighting capabilities to highlight seasonal decorating.				
		This option will require paver walkway alterations to create new walkway around wider feature and rework at utility crossings.				
		Landscape and irrigation repairs by others				
		sewer/water service to be available within 20' of vault or tie in to irrigation				
		1 YEAR Warranty on materials and labor				
		PERMIT REQUIRED & Incl for this option				
		Expected lifetime of new fountain is 8-10 years before interior finish and equipment pac overhaul reno required again.				

	OPTION #3 Keep Existing See Photo #3 add vault				
3.00	Completely clean up and overhaul existing Seven Eagles North 3 tier water feature, includes: a)sandblast all precast caps, walls and tiered feature and finial. Remove stucco from base structure. b)grind, point and regrout and seal all joints and precast c)demo and remove all existing interior finishes d)apply new waterproofing, marcite and waterline tile to interior e)installation of new pump, filtration and chlorination system inside a semi-subterranean vault located behind nearest site wall. Hedge screening by others f)includes 3 colored LED lighting for Seasonal Decorating enhancement g)includes ground and bonding at feature h) replace pavers at utility crossings and where stucco re & re occurs	1.00	LS	61,500.00	61,500.00
	1 YEAR Warranty on materials and labor PERMIT REQUIRED & Incl for this option Expected lifetime of existing fountain with this reno is 6-8 years before substantial precast/finishes renovation required again.				
	OPTION #A Keep Existing See Photo #4 (add vault)				
4.00	Completely clean up and overhaul existing 3 tier water feature, includes: a)sandblast all precast caps, walls and tiered feature and finial b)grind, point and regrout and seal all joints and precast c)demo and remove existing interior finishes and sandblast for new d)apply new waterproofing, marcite and waterline tile to interior e)installation of new pump, filtration and chlorination system inside a semi-subterranean vault or surface skid located behind nearest site wall (tree roots may determine semi-subterranean vault vs skid mount with hinged lockable lid) Hedge screening by others as req'd. f)includes colored LED lighting for Seasonal Decorating enhancement g)includes ground and bonding at feature as well as new auto-fill h) replace pavers at utility crossings and where stucco re & re occurs (drawback is no wall scupper)	1.00	LS	65,000.00	65,000.00
	1 YEAR Warranty on materials and labor PERMIT REQUIRED & Incl for this option Expected lifetime of existing fountain with this reno is 6-8 years before substantial precast/finishes reno required again.				
	OPTION #B Keep Existing as is (no new vault)				
5.00	Leave existing pump and services sandblast all precast, remove efflorescence, grind, patch and point all precast. Seal all existing precast. Remove existing interior coatings and tile and replace with proper waterproofing, marcite and waterline tile. Replace 3 bulbs in existing light niches. leave system on existing irrigation auto-fill 1 YEAR Warranty on materials and labor NO PERMIT REQUIRED FOR THIS OPTION Expected lifetime of existing fountain with this reno is 5 years before precast / finishes reno required again.	1.00	LS	27,500.00	27,500.00

Qualifications:

- Tree root pruning if req'd by others (vault locations)
- Testing & inspections by others
- Civil curbs, bands and sidewalks by others
- M.O.T and traffic control by others
- Excludes Certified survey and or As-Builts
- UCC Group Inc not responsible for power, water, sewer supply services
- no allowance for sealer or Polymeric sand on pavers
- DB= Design Build
- Quotation Valid for 30 days
- Terms NET 30 Days, no retainage

Pat DiPaolo
UCC GROUP INC.,
Orlando

Orlando • 7380 Sand Lake Road, Suite 500 • Orlando, FL • 32819 • P:407-248-0989 • F:407-939-0730

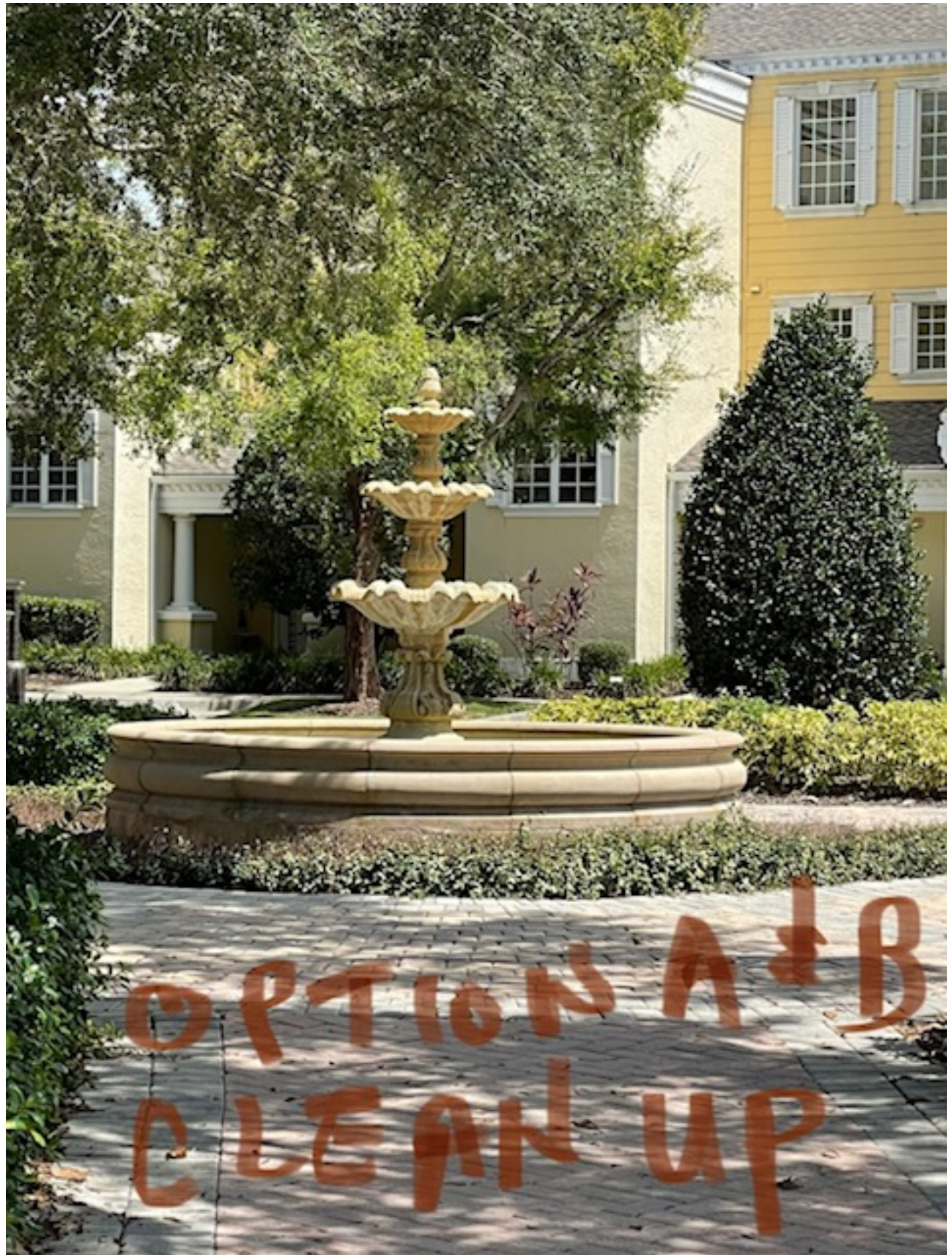
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www.uccgroup.com











SECTION B

Reunion: Seven Eagles

Orlando, FL.

October 2023

Conceptual Rendering-Plants are depicted at mature stage



Existing

Landscape Design Suggestions

- Dwarf Bottlebrush (D.B.)
- Mixed Succulents (M.S.)
- Annuals (A.N.)

*Annuals should be changed out quarterly and mixed succulents should be replenished as needed.

M.S.
A.N.
D.B.



Potential

Reunion: Seven Eagles

Orlando, FL.

October 2023

Conceptual Rendering-Plants are depicted at mature stage



Existing

Landscape Design Suggestions

- Dwarf Bottlebrush (D.B.)
- Mixed Succulents (M.S.)
- Annuals (A.N.)

*Annuals should be changed out quarterly and mixed succulents should be replenished as needed.

M.S.
A.N.
D.B.



Potential

SECTION 6

CDD's Property:

TRIM Notice

Property Record Card

Tax Collector

NEW - Bird's Eye View

Info

Values

Building

Land

XFOB

Sales

Parcel	34-25-27-4936-0001-OS40
Owner Name	REUNION EAST CDD
Mailing Address	C/O GOVERNMENTAL MGMT SERVICES ORLANDO, FL 32801-1508
Physical Address	REUNION VILLAGE BLVD, KISSIMMEE FL 34747
Property Type	VACANT COMMERCIAL
Tax District	300 - OSCEOLA COUNTY
Acres	1.39



Easement Request:



**FUNDING AGREEMENT BY AND AMONG
THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT
AND ROWSTAR LLC**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of December, 2023, by and between:

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida (the "District"), and

ROWSTAR LLC, a Florida limited liability company, whose principal address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida, 33487 ("Rowstar").

RECITALS

WHEREAS, the District was established by Ordinance No. 01-31, adopted by the County Commission of Osceola County, Florida (the "County"), effective as of September 24, 2001, and expanded by Ordinance No. 05-26, adopted by the County on July 18, 2005, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, stormwater management facilities, and/or other infrastructure improvements; and

WHEREAS, Rowstar proposes to be granted a temporary, nonexclusive easement over a portion of the District's Property for the purpose of gaining access to parcel #342527497400010S40 for the construction of a communications tower on the adjacent Florida Department of Transportation parcel., referred to herein as the "Project"); and

WHEREAS, Rowstar desires to provide sufficient funds to the District to reimburse the District for any expenditures arising from or related to the District's review and analysis of the Project, and any related requests from Rowstar to finalize their project, including but not limited to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses, if any; and

NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. PROVISION OF FUNDS. Rowstar agrees to reimburse the District for the costs incurred by the District to review and analyze the Project, and to review any

related requests from Rowstar, including expenses/fees arising from the District's staff, including legal, engineering, and managerial staff not to exceed five-thousand dollars (\$5,000.00 USD). Rowstar will make such funds available, within thirty (30) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

SECTION 2. DISTRICT USE OF FUNDS. The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued in order to review and analyze the Project and to review any related requests from Rowstar. The District agrees to use good faith best efforts to proceed with its review in an expeditious manner. The District also agrees to make monthly requests for necessary funds from Rowstar for reimbursement for services, as described in Section 1 of this Agreement. The District shall not reimburse Rowstar for funds made available to the District under this Agreement.

SECTION 3. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

SECTION 4. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 5. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

SECTION 6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both parties hereto.

SECTION 7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 8. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to the District: Reunion East Community
Development District

c/o Governmental Management Services –
Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to:

Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attn: District Counsel, Jan A. Carpenter, Esq.

B. If to Rowstar:

Rowstar LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn:

With a copy to:

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. 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 United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. 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 which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth in this Agreement.

SECTION 9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be

binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

SECTION 10. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party. Any purported assignment without such prior written approval shall be null and void.

SECTION 11. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

SECTION 12. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

SECTION 13. PUBLIC RECORDS. Rowstar understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Developer acknowledges that the designated public records custodian for the District is Governmental Management Services – Central Florida, LLC (“Public Records Custodian”). Among other requirements and to the extent applicable by law, Rowstar shall: (1) keep and maintain public records required by the District to perform the service; (2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; (3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Rowstar does not transfer the records to the Public Records Custodian of the District; and (4) upon completion of the contract, transfer to the District, at no cost, all public records in Developer’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Rowstar, Rowstar shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF ROWSTAR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ROWSTAR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS

AT 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801,
TELEPHONE: (407) 839-5524, FAX: (407) 839-1526, OR EMAIL:
RECORDREQUEST@GMSFCFL.COM.

SECTION 14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

SECTION 15. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity or limitations on liability contained in section 768.28, *Florida Statutes*, or other statutes or law.

SECTION 16. FOREIGN INFLUENCE. Developer understands that under Section 286.101, *Florida Statutes*, that Developer must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signatures on next page]

IN WITNESS THEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary

Chairman, Board of Supervisors

WITNESS:

**KINGWOOD ORLANDO REUNION
RESORT**
a Florida limited liability company

Print Name:

By:

Its: _____

SECTION 7



KATRINA S. SCARBOROUGH, CFA, CCF, MCF OSCEOLA COUNTY PROPERTY APPRAISER

Reunion East CDD

This Data Sharing And Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **Reunion East CDD**, hereafter referred to as agency, can acquire and use Osceola County Property Appraiser (OCPA) data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

Please note the referenced statute has amended as of October 1, 2021. The paragraph below reflects the changes.

The confidentiality of personal identifying and location information including: names, mailing address, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt/confidential status, hereafter referred to as confidential personal identifying and location information, **will be protected as follows:**

1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.
6. The terms of this Agreement shall commence on **January 1, 2024** and shall run until **December 31, 2024**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Osceola County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

OSCEOLA COUNTY PROPERTY APPRAISER

Reunion East CDD

Signature: _____

Signature: _____

Print: Katrina S. Scarborough

Print: _____

Date: _____

Title: _____

Date: _____

Please return signed **original copy**, no later than January 31, 2024

2505 E IRLO BRONSON MEMORIAL HWY
KISSIMMEE, FL 34744
(407) 742-5000

INFO@PROPERTY-APPRAISER.ORG • PROPERTY-APPRAISER.ORG

SECTION 8



AGREEMENT FOR NATURAL GAS SALES IN FLORIDA

Gas South, LLC ("Gas South") and REUNION EAST COMMUNITY DEVELOPMENT DISTRICT ("Customer") agree to enter into this Agreement for Natural Gas Sales as of the date set forth below, upon mutual consideration, the receipt and sufficiency of which is hereby acknowledged. This document, including the General Terms and Conditions attached hereto, forms a single integrated agreement that is referred to as "the Agreement for Natural Gas Sales" or "this Agreement". Defined terms used but not otherwise defined herein have the meaning given to them in the General Terms and Conditions. Gas South and Customer agree as follows:

CUSTOMER PRIMARY CONTACT:

Business Name: REUNION EAST COMMUNITY DEVELOPMENT DISTRICT
 Address: 219 E. Livingston St
 City, State Zip: Orlando, FL 32801
 Contact: Tricia Adams and Alan Scheerer
 Phone: 407-841-5524
 Mobile Phone:
 E-Mail: tadams@gmscfl.com and ascheerer@gmscfl.com
 Preferred Method of Communication:

CUSTOMER ACCOUNTS PAYABLE/BILLING:

Billing Address:
 City, State Zip: ,
 Contact:
 Phone:
 Mobile Phone:
 E-Mail: tviscarra@gmscfl.com
 Preferred Method of Communication:

Term: The Customer's commitment to purchase natural gas will begin on the date when LDC starts service, which date is intended to be on or near **03/01/2024** and end on **05/31/2025** (as may be extended from time to time, the "Term").

Price: For all quantities of natural gas delivered under this Agreement, the price shall be Platts Inside FERC FGT Zone 3 price for the respective month plus \$0.0790 per therm, plus a transportation charge equivalent to the applicable pass-through cost allocation for interstate pipeline demand charges, usage charges, fuel retention, and applicable surcharges. A customer service charge of \$0.00 per month will be included in the billing invoice.

☐ If this box is checked, Gas South is offering to provide natural gas service on the pricing and for the Term provided in this Agreement based on the agreed to projections of usage attached hereto as Appendix B; otherwise, projections of usage will be based on the historic natural gas usage and patterns of use at each of the initial Locations over the prior twelve (12) months as reported to Gas South by the applicable LDC.

☐ If this box is checked, deposit must be paid before service begins under this Agreement. Deposit Amount: \$

<u>Secretary of State Control Number</u>	<u>Sole Proprietor Social Security #</u>
<u>Gas South Contact Information</u>	
Gas South, LLC 3625 Cumberland Blvd, Suite 1500 Atlanta, Georgia 30339	Contact: Gas South Account Support Telephone: 866-512-3129 E-Mail: bizcustomerservice@gassouth.com

In witness hereof, the parties consent to the terms of this Agreement:

Agreed to by:

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT

For Enrollment by Signature:

By:  Date: 11/16/2023
6540F4ED6DA8409...
Authorized Signatory for Customer

Printed Name: Mark Greenstein

Title: Chair

GAS SOUTH, LLC

3625 Cumberland Blvd, Suite 1500

Atlanta, Georgia 30339

By: Date:

Printed Name: David Malone

Title: Chief Sales & Marketing Officer

GENERAL TERMS AND CONDITIONS

1. **Sale and Purchase.** Customer shall purchase and pay for all of its natural gas requirements for the Location(s) set forth in Appendix A to the Agreement for Natural Gas Sales on the pricing and for the Term specified in the Agreement for Natural Gas Sales. The pricing and Term specified in the Agreement for Natural Gas Sales are based on the historic natural gas usage and patterns of use at each of the Locations as reported to Gas South by the applicable local distribution company ("LDC") and Gas South anticipates supplying similar amounts during the Term of this Agreement ("Projected Usage"). If Customer's actual usage for the combined Locations varies by more than 20% over any three consecutive calendar month period ("Test Period") from the Projected Usage for such Test Period, Gas South may propose a new Agreement that includes updated pricing and an extended Term to address changes in usage patterns. If Customer does not agree to such proposed Agreement, then Gas South may require Customer to pay Gas South's losses (as reasonably calculated by Gas South) during the Test Period resulting from Customer's actual usage for the combined Locations varying from the Projected Usage by more than 20%, or may terminate this Agreement in accordance with Section 9 of this Agreement, or both. If Customer desires to purchase natural gas from Gas South at any location not set forth in Appendix A to the Agreement for Natural Gas Sales, Customer must apply for a new Agreement or an amendment to this Agreement. If Customer elects to update the Locations set forth in Appendix A attached hereto, the aggregate, initial Projected Usage number for a given month established at the time the parties enter into the Agreement for Natural Gas Sales shall not be affected.
2. **Delivery of Natural Gas and Transfer of Title.** Customer appoints Gas South as its agent for gas transportation with LDC, so accordingly Gas South will deliver, or cause to be delivered, Customer's requirements for natural gas to the citygate of the LDC ("Delivery Point") in accordance with the LDC's Tariff and the other processes, procedures and directives of the LDC (together with the LDC's Tariff, the "LDC Rules"). Gas South has no obligations, duties, responsibilities or liabilities for delivery to Customer after it delivers natural gas to the LDC at the Delivery Point and the LDC is solely responsible for the delivery of natural gas from the Delivery Point to each of Customer's Location(s). Title and risk of loss pass from Gas South to Customer at the Delivery Point.
3. **Billing and Payment of Charges.** After the end of each billing cycle, Gas South shall deliver to Customer a statement setting forth the charges that are due and payable in full by the due date shown on Customer's statement. Customer authorizes Gas South to prepare and Customer agrees to pay statements based upon estimates of gas usage and charges when actual meter readings are not available. Estimated statements will be limited to no more than 2 consecutive billing periods. Customer's statement may also include, (a) all applicable federal, state and local taxes and charges, (b) all other charges applicable to Customer pursuant to the LDC Rules, (c) all adjustments related to previous billing disputes, meter reading errors, miscalculation of taxes, charges omitted from prior bills, or other errors or omissions as current laws and regulations permit and (d) all applicable turn-on, connection and other similar charges and fees. Customer may, in good faith, dispute the correctness of Customer's statement within 6 months after the date of such statement. If Customer sends written notice to Gas South within 14 days of the date of the statement in dispute, stating the good faith reason(s) for the dispute and the amount in dispute, then Customer may withhold payment for the disputed portion during investigation by Gas South so long as Customer pays the undisputed portion; otherwise, Customer must pay the statement in full by the applicable due date. After 6 months, Customer waives its right to dispute such statement. If Gas South determines that Customer was properly billed for some or all of the disputed portion, Customer shall make full payment (with interest pursuant to Section 4 of this Agreement) within 15 days after such determination.
4. **Late Payment, Nonpayment, and Discontinuation.** Without limiting Gas South's rights under Sections 9 and 10 of this Agreement and in addition to all other remedies available at law or equity, if Customer does not pay the undisputed portion of a statement in full by the due date, unpaid amounts will accrue interest from the due date at a rate equal to the lesser of (a) 1.5% per month (or a minimum of \$10 per account) or (b) the maximum amount allowed by law. Pursuant to Florida law, if the Customer's payment is refused because of lack of funds, lack of credit, or lack of an account, or where the Customer stops payment with intent to defraud, Gas South may collect bank fees it incurred in the course of tendering the Customer's payment, plus a service charge of (a) \$25 if the face value does not exceed \$50; \$30 if the face value exceeds \$50 but does not exceed \$300; \$40 if the face value exceeds \$300; or (b) 5% of the face amount of the payment instrument, whichever is greater. Customer agrees to be responsible for all costs incurred by Gas South to collect amounts due on Customer's account, including attorneys' fees.
5. **Deposits; Credit Checks.** Gas South reserves the right to require Customer to provide a deposit or increase an existing deposit. The total required deposit may not exceed the amount of projected charges to Customer for the three (3) billing periods with the highest anticipated charges over the remaining Term based on Projected Usage. Gas South may require a deposit from Customer (a) as a precondition to providing service upon agreement of the parties, (b) after a Customer Default, or (c) after a material and adverse change in Customer's financial condition such that Gas South, in its sole discretion, deems itself insecure. Customer authorizes Gas South to perform credit checks. Customer must provide a deposit to Gas South within 5 days after receiving a written demand for the deposit amount from Gas South. Gas South may draw upon the deposit in connection with (a) Customer's failure to make payment when due or (b) a termination of this Agreement. Upon the expiration or termination of this Agreement, if Gas South has drawn less than the full amount of the deposit, Gas South will refund the difference to Customer within 60 days after the date Gas South ceases to be Customer's natural gas supplier. To the extent that a court rules that Gas South is a "utility" within the meaning of the Bankruptcy Code, in the event of a filing of a bankruptcy petition by or against Customer, or if Customer consents to an order for relief under the Bankruptcy Code, Customer agrees that it will consent to a deposit under 11 U.S.C. § 366 as adequate assurance of payment equal to Customer's projected charges for the 2 billing periods with the highest anticipated charges over the remaining Term based on Projected Usage. Nothing in this Agreement shall constitute an agreement by Gas South that such deposit constitutes adequate assurance of payment, and Gas South reserves all of its rights to contest such deposit as adequate as permitted by 11 U.S.C. § 366.
6. **Option to Convert to a Fixed Price.** If index pricing is provided for under the Agreement for Natural Gas Sales executed by Customer, Customer may request to convert to a fixed price structure at any time for a Term of Customer's choosing by contacting Gas South's account management team at renewals@gassouth.com or 1-866-426-2491 and executing a new Agreement that would supersede the existing Agreement.
7. **Pricing Upon Expiration of the Term.** Upon the expiration of the Term, Customer may (a) accept new terms, pricing, and/or Term offered by Gas South, (b) send a written termination notice to Gas South in accordance with Section 8 of this Agreement, or (c) take no action and continue service under this Agreement under a month-to-month Term with, in Gas South's sole discretion, Gas South's monthly default index pricing plus a transportation charge equivalent to the applicable pass-through cost allocation for interstate pipeline demand charges, usage charges, fuel retention, and applicable surcharges. Gas South shall administer the aforementioned pricing based on Gas South's standard practices and procedures.
8. **Termination at the end of the Term.** Customer or Gas South may terminate this Agreement by sending to the other party, in the case of Customer terminating, no less than 10 days' advance written notice, and in the case of Gas South terminating, no less than 25 days' advance notice (or, in each case, such greater number of days of advance notice to the extent required by the applicable LDC Rules). After receipt of such notice, this Agreement will remain in effect until the later of (a) the end of the Term and (b) the date that Gas South receives confirmation from the LDC that service to Customer has either been disconnected at each of the Location(s) or switched to another natural gas provider.
9. **Termination for Customer Default.** Gas South may terminate this Agreement based on one or more of the following events (each a "Customer Default") upon giving notice to Customer: (a) Customer's rejection of a new Agreement after a material change in actual usage as provided in Section 1 of this Agreement, (b) termination, repudiation or discontinuation of service by Customer other than in accordance with Section 8 of this Agreement, (c) failure to pay any undisputed amount within 5 days (or such greater number of days to the extent required by the applicable LDC Rules) of such amount becoming due or a failure to provide a deposit to Gas South when due, (d) misrepresentation during the enrollment process or upon entering into this Agreement, (e) filing of petition of bankruptcy and failure of Customer to comply with the provisions of 11 U.S.C. § 366, (f) Customer makes an assignment or any general arrangement for the benefit of creditors or otherwise becomes bankrupt or insolvent or (g) any other material breach by Customer of this Agreement provided that Gas South shall first give Customer 14 days to cure such material breach.
10. **Liquidated Damages.** If Gas South terminates this Agreement based on a Customer Default, Customer shall be obligated to pay Liquidated Damages (as defined below) to Gas South, in addition to any amounts due to Gas South but unpaid at the time of termination. Customer acknowledges that Gas South has made purchases and commitments and incurred costs and charges to acquire natural gas to supply Customer's requirements. As a result, Gas South will incur substantial costs and losses in connection with a Customer Default that are difficult or impractical to exactly ascertain or compute. Customer has reviewed the Liquidated Damages as provided in this Section 10 and has had a full and fair opportunity to inquire into and be informed as to the method of the calculation of Liquidated Damages. Customer agrees that the amount of Liquidated Damages is in fact a fair and reasonable pre-estimate of the amount of actual damages that Gas South is likely to incur upon a Customer Default. Specifically, Liquidated Damages shall be equal to the greater of:
 - a. One month's average invoice calculated based on Customer's Projected Usage and number of Locations for the remainder of the Term; or
 - b. For each month remaining in the Term (including prorated amounts for partial months), the sum of (A) the Customer's Projected Usage for such month *multiplied by* the difference between (i) the contracted gas price plus the contracted transportation charge and (ii) the per therm price of the applicable index price for natural gas futures contracts plus the projected transportation costs per therm for such month, in each case, at the time this Agreement is terminated *plus* (B) one month's average invoice calculated based on Customer's Projected Usage and number of Locations for the remainder of the Term. In determining the applicable index price at the time the Agreement is terminated, Gas South may consider the applicable index price for futures contracts for the remainder of the Term if published, and such other forward projections based on market quotes and other commercially reasonable sources.
11. **Switching Back and Discontinuation of Supply Upon Termination.** Upon either party's exercise of its termination right in accordance with this Agreement, Gas South shall have the right to immediately initiate the process of switching each Location of Customer's back to the LDC and discontinue its supply of natural gas under this Agreement immediately after such switch back is effective. Customer shall take all actions and cooperate with Gas South as necessary to comply with the LDC Rules for switching the Locations of Customer back to such LDC pursuant to the most expedient process and schedule available pursuant to the applicable LDC Rules. Customer acknowledges that it will be required to comply with the LDC Rules upon switching back, including any deposit or creditworthiness requirements, and that the LDCs may condition continued service on such compliance. Termination of this Agreement shall be effective as of the date that all of Customer's Locations have been switched back to the applicable LDC, and Customer acknowledges that it will continue to be fully obligated to Gas South pursuant to this Agreement until such time.
12. **Loss of Authorization to Serve Location(s).** If for any reason Gas South is no longer authorized by an LDC to sell natural gas to Customer at one or more Locations served by such LDC, then (a) service for such Locations shall be switched back to such LDC, (b) such Locations shall no longer be treated as Locations under this Agreement for any purpose, (c) Gas South shall have no further obligations or liabilities to Customer with respect to such Locations and (d) Customer's Projected Usage shall be adjusted to exclude such Locations. In the event Customer undergoes a change of ownership or control, Customer acknowledges and agrees that each Location of Customer's may be switched back to the LDC by the LDC resulting from such change of ownership or control and Gas South shall not be liable for any costs or losses incurred by Customer arising from such occurrence.
13. **Representations and Warranties.** Customer hereby represents, warrants and acknowledges that: (a) this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms, (b) there is not pending, or to its knowledge threatened against it, any legal proceedings that could materially adversely affect its ability to perform under this Agreement, (c) Gas South is not acting as a fiduciary or advisor in respect of

this Agreement, (d) Customer is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of Gas South or any broker working for Gas South in so doing, and is capable of assessing the merits and risks of this Agreement, (e) any broker involved in marketing this Agreement is acting as Gas South's broker and not as a broker of Customer, (f) Gas South is a "critical supplier" under the Bankruptcy Code and Customer agrees to take action immediately after any bankruptcy filing to give Gas South critical supplier status, and (g) each transaction hereunder constitutes a "forward contract" within the meaning of the Bankruptcy Code and Gas South is a "forward contract merchant" within the meaning of the Bankruptcy Code. If Customer is a governmental entity, Customer further represents and covenants that with respect to its payment obligations and liability under this Agreement, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues from liability, suit, jurisdiction of court, relief by way of injunction, order for specific performance or execution or enforcement of any judgment.

14. **Limitation of Warranties and Liability.** GAS SOUTH MAKES NO REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT. GAS SOUTH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITH RESPECT TO, MERCHANTABILITY, USAGE, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S REMEDY AGAINST GAS SOUTH ARISING FROM A BREACH OF THIS AGREEMENT IS LIMITED TO DIRECT AND ACTUAL DAMAGES INCURRED. CUSTOMER WAIVES ANY OTHER REMEDY, INCLUDING INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES BY STATUTE, IN TORT OR IN CONTRACT, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER THIS AGREEMENT. THE MAXIMUM LIABILITY OF GAS SOUTH TO CUSTOMER FOR ANY CLAIM WHETHER IN STATUTE, CONTRACT, TORT OR OTHERWISE SHALL BE THE GREATER OF \$1,000 OR TWO TIMES THE AMOUNT OF CUSTOMER'S AVERAGE MONTHLY CHARGE FOR NATURAL GAS THERMS. Any claim against Gas South must be presented to Gas South in writing within 6 months of the occurrence or event giving rise to the claim. Customer releases Gas South from all liability and waives all claims: (a) for Customer's use or handling of the natural gas, (b) for operations of the LDC, (c) for interruptions, termination or deterioration of its delivery or other services due to actions by the LDC or others, (d) for other pipeline or storage operations or resulting interruption of upstream transportation that is scheduled as firm that prevents the delivery of natural gas to the Delivery Point, (e) for personal injury or property damage and (f) presented to Gas South after the applicable 6 month time period. Customer agrees to indemnify, defend and save Gas South harmless from any and all liability, losses, damages, causes of action, lawsuits, claims, expenses, and reasonable attorneys' fees and costs of court, including death or injury to persons or property, associated with (a) natural gas sold under this Agreement after such natural gas arrives at Customer's meter at a Location or (b) Customer's equipment, machinery, devices, facilities, appliances, piping, or connections.
15. **Force Majeure.** Gas South is excused from performance and is not liable for any failure to perform under this Agreement to the extent such failure is caused by an event or circumstance that is not within its reasonable control, including without limitation acts of God, natural disasters, any governmental action, strike, labor dispute, civil unrest, war or act of terrorism, a force majeure event declared by the LDC, a failure or interruption of any natural gas pipeline or distribution system and a failure of information systems. Gas South's performance is excused for the duration of any such event until circumstances permit Gas South to resume performance.
16. **Governing Law.** This Agreement will be governed by the laws of the State of Florida, including the laws applying both to the sale of goods and the applicable provisions of the Uniform Commercial Code as adopted by the State of Florida and to natural gas pool managers registered with LDCs and shall be further governed by the LDC Rules and orders entered by the applicable regulatory entities. The conflicts of law provisions of Florida law shall not apply to this Agreement.
17. **Dispute Resolution (Class Action Waiver).** Any dispute between Gas South and Customer that cannot be resolved informally shall be resolved through either arbitration or Magistrate Court. Neither party may pursue resolution of any dispute in arbitration or in Magistrate Court as a representative, as a private attorney general, or as part of a class action, and Customer may not be a named or unnamed class member or representative in any such action. By signing below, the parties agree to comply with this dispute resolution (class action waiver) provision, which describes the only procedures under this Agreement for resolving a dispute. Customer may opt out of this dispute resolution (class action waiver) provision by following the instructions below. Gas South will be bound by the election to opt out. This dispute resolution agreement does not alter any substantive rights that Customer may have under state or federal law, including the right to file a complaint with the applicable regulatory entity.
 - a. *County Court guidelines.* For all qualified claims or disputes brought by a party in County Court, each party hereby consents to the jurisdiction and venue of the County Court in Leon County, Florida for the resolution of any dispute respecting the rights and duties of the parties under this Agreement. If, for any reason, the dispute cannot be adjudicated in the County Court, then the claiming party must seek resolution of the dispute through arbitration.
 - b. *Arbitration guidelines.* If Customer seeks resolution of the dispute in arbitration, Gas South will pay: (1) the arbitrator's fees and any other reasonable expenses charged by the arbitration provider, and (2) if Customer recovers an award of monetary and/or equitable relief that is greater than any offered previously in writing by Gas South to resolve the specific dispute and Customer has not disclosed to the arbitrator the relief offered previously by Gas South, Gas South shall pay Customer's reasonable attorney fees. Gas South will not be entitled to recover any fees or arbitration expenses from Customer. The arbitration hearing will be held before a nationally recognized provider of arbitration services at a location selected by Customer within Florida. The rules of the arbitration provider will apply. Only the arbitrator, not any federal, state, or local court or agency, has the authority to determine the applicability or enforceability of this arbitration provision. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.
18. **Dispute Resolution Opt-out.** Within 30 days after entering into this Agreement, Customer may opt out of the above dispute resolution (class action waiver) provision by providing written notice to Gas South at the address provided in Section 21 of this Agreement, which contains Customer's name, address, account number, and the effective date of this Agreement. Customer's election to opt-out applies only to this Agreement. Customer may opt out by sending a separate opt-out letter for each transaction. If Customer elects to opt-out of Section 17 of this Agreement in accordance with this Section 18, then with respect to any dispute between Gas South and Customer arising under this Agreement that cannot be resolved informally, each party consents to the exclusive jurisdiction of the state or federal courts located in Leon County, Florida, represents and warrants that it may sue or be sued in such courts (subject only to subject-matter jurisdiction of such courts), and waives any right to assert that such courts are not convenient forum or to bring an action in any other forum. The parties mutually and expressly waive their rights to jury trial.
19. **Taxes.** Customer is responsible for, and agrees to pay, all taxes or other governmental charges imposed on the sale, purchase, or delivery of natural gas under this Agreement or measured by the payments, receipts, volumes, or deliveries under this Agreement, together with any applicable interest or penalties ("Taxes"). Gas South shall include on the Customer's statement any Taxes that it has determined, in its commercially reasonable discretion, apply to the transactions under this Agreement. If a governmental authority later assesses any additional Taxes against Gas South, Customer agrees promptly to reimburse or pay Gas South for such amounts upon billing by Gas South. If Customer is exempt from federal, state or local sales or use taxes, Customer will be responsible for providing Gas South with a valid exemption certificate. Tax exemption begins on the billing cycle after Gas South receives such valid exemption certificate. Customer shall notify Gas South in writing within 14 days if its exemption certificate expires or is no longer valid. Customer is primarily and ultimately responsible to the applicable taxing authority for any sales or use taxes. Customer agrees to indemnify, defend and save Gas South harmless from any and all claims and liability to anyone whomsoever, and reasonable attorneys' fees and costs of court, arising from Customer's failure to pay sales or use taxes or Gas South's failure to collect sales or use taxes based on its reliance on an expired or otherwise invalid exemption certificate.
20. **Change in Law.** If there is a change in any law, LDC Rule, administrative regulation, rule, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Change in Law") and such Change in Law causes Gas South to directly or indirectly incur any capital, operating, commodity or other costs relating to the provision of services to Customer, then Gas South shall, in its sole discretion, be permitted to either (a) pass through to Customer a share of Gas South's total Change in Law costs determined in Gas South's sole discretion by dividing such total costs across all similarly situated customers and weighted by their average monthly consumption volumes or (b) terminate this Agreement by providing Customer with 25 days' advance written notice without any further liability to Customer other than charges incurred for service up until the date of such termination.
21. **Contact Information & Notices.**
 - a. *Customer Contact Information. Customer Contact Information.* By providing Gas South with a contact phone number, Customer expressly agrees that Gas South may call or text Customer at that number with general communications or service notifications related to Customer's account, including collections, or this Agreement. These calls or texts may be made using an automatic dialing system or prerecorded voice message. Wireless and text message fees may apply from Customer's carrier. Message frequency varies by account or preferences. Customer may opt-out of receiving autodialed or prerecorded calls by calling Gas South at 1-866-426-2491 or by responding to a text with the word STOP. If Customer texts STOP, Customer may receive an additional confirmation text acknowledging Gas South's receipt of Customer's request. Even if Customer opts out, Gas South may still continue to communicate with Customer by other means. Customer agrees to maintain up-to-date contact information with Gas South, including current phone numbers (including cell numbers, as applicable) for Customer's contact persons. If Customer's contact information changes, Customer must notify Gas South within 14 days.
 - b. *Notices.* Any notices to be provided in writing to Gas South must be sent by certified mail addressed to: Gas South, LLC, 3625 Cumberland Boulevard, Suite 1500, Atlanta, GA 30339, ATTN: C&I Account Management or to any subsequent address provided by Gas South. Customer must include Customer's Gas South account number on all correspondence or payments submitted to Gas South. Any notices to be sent to Customer in writing may be sent either by U.S. mail or by electronic means (including email or text message) to the contact information provided by Customer. Notices sent by electronic means and mail are effective when received.
22. **Verbal Recordings.** Customer agrees Gas South may electronically record and maintain all telephone conversations with Customer without any special or further notice and Customer has the consent of its agents and employees to agree on their behalf.
23. **Miscellaneous.** This Agreement is a single, integrated agreement and constitutes the entire agreement between the parties and supersedes all prior statements, agreements and negotiations, whether oral or written, related to the subject matter hereof. Customer acknowledges and agrees that, if this Agreement is solicited through a third party consultant, broker, or other agent of Customer, Customer is solely responsible for any commission or other fees charged by such third party consultant, broker or agent. Pricing under this Agreement may include any commission or similar fee payable by Gas South to any third party consultant, broker, or agent involved in the solicitation of this Agreement. Customer's payment and indemnification obligations and the dispute resolution (class action waiver) provision survive the expiration or termination of this Agreement. No affiliate of Gas South shall have any liability whatsoever for Gas South's performance, nonperformance, or delay in performance under this Agreement. If any provision of this Agreement is found to be invalid or unenforceable under applicable law, it shall be omitted from this Agreement without invalidating the remaining provisions. To the extent that any provision of this Agreement is determined to be contrary to, or otherwise in conflict with, the applicable LDC Rules, the Parties shall comply with such LDC Rules. No waiver or release of any right under this Agreement by Gas South will be effective unless in writing and specific to such right under this Agreement. Customer may not assign

this Agreement or Customer's rights hereunder without the prior written consent of Gas South. Gas South shall have the right to assign this Agreement or its obligation to sell natural gas to Customer without Customer's consent so long as the price, terms and conditions are not affected by the assignment. Neither party, without the consent of the other party, will disclose the contents of this Agreement, to any third party except to its employees, officers, directors, financial advisors, attorneys, service providers, affiliates, or lenders or to comply with a lawful subpoena or litigation discovery request, applicable law, order, or regulation. Gas South collects and uses relevant information about our customers from Customer and from third parties, including credit reporting agencies. Gas South may disclose such information to affiliates and/or contractors for the purposes of developing or offering new or enhanced products or services, or administering and/or collecting customer accounts. Gas South may also disclose such information to parties in connection with proposed business transactions, to credit agencies, or to duly authorized agencies investigating potential hazardous or illegal activity. This Agreement may be entered into and made binding by the verbal enrollment of Customer, or by Customer affixing its signature of its authorized representative physically or electronically and transmitting it to Gas South personally or electronically, or by other means of electronic confirmation approved by Gas South (each such method meaning "executed"). Terms and pricing agreed to Verbally or by Electronic Signature (whether digital or encrypted) shall serve to amend this Agreement without the necessity of executing a new Agreement. "Electronic Signature" shall mean any electronic sound, symbol, or process attached to or logically associated with a contract or other record and executed and adopted by a party with the intent to sign such contract or other record, including (but not limited to) facsimile, online or email electronic signatures. A photo static copy of this Agreement, as well as electronic communications and verbal recordings, shall be admissible in evidence and enforceable in court or other proceeding in lieu of, and without producing or accounting for, a document with original hand written signatures.

Appendix A to the Agreement for Natural Gas Sales

Locations

Location Name	Service Address	LDC Account #	LDC	Start Date
REUNION EAST COMM DEVELOPMT DIST	1364 SEVEN EAGLES CT, KISSIMMEE, FL 34747	211022021771	PGSN	03/01/2024

SECTION 11

SECTION C

SECTION I

Reunion East Action Items

Meeting Assigned	Action Item	Assigned To	Status	Comments
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.
	Road Replacement and Maintenance & Traffic Calming	Boyd	In Process	Scope for repairs approved 10.12.2023. Bid notice and documents pending release. Suggested speed table locations need to be determined in conjunction with road repairs.
1/9/23	Seven Eagles Fountain Replacement	Scheerer	In Process	Proposals to be reviewed 11.09.2023.
5/22/23	RFID & Transponder at Reunion Village Gate	Scheerer	In Process	Approved 07.13.2023; RFID/prox card reader installed - transponder reader still pending.

6/8/23	Determine best use of The Stables parcel	Boyd	In Process	Confirm bond requisitions to determine amount of bond funds used to improve the parcel and construct The Stables. Tentative amount \$530 to \$600K reported 11.09.2023. Purchase price TBD based on bond fund use and market value.
8/10/23	Seven Eagles Fitness Center Signs & Fitness Center Mats	Scheerer	In Process	Update signs in accordance with CDD Policies in English and Spanish.
8/10/23	Update License Agreements for Dumpsters at The Stables	Trucco/Adams	Completed	MA executed agreement and returned to RECDD 11.10.2023.
9/14/23	Bid Amenity Janitorial	Scheerer	In Process	Proposals to be reviewed at January meeting.
10/12/23	Confirm Intersection Design and Timing for OLWR & Spine Rd Intersection Improvement with OC	Boyd	In Process	
10/12/23	KORR petition to consider property conveyance from RE to KORR	Trucco, Boyd	In Process	Developer funding agreement in place, request under review

Reunion West Action Items

Meeting Assigned	Action Item	Assigned To	Status	Comments
1/13/22	Monitor Residential/Industrial/Commercial Development Nearby Reunion			https://permits.osceola.org/CitizenAccess/Default.aspx Parcel Numbers: 282527000000600000 51.02 acres 332527000000500000 52.55 acres 3325273160000A0090 19.04 acres
12/9/21	Monitor Sinclair Road Extension Project			www.Osceola.org/go/sinclairroad
	Monitor Old Lake Wilson Road Improvement Project			www.improveoldlakewilsonroad.com
	Traffic Calming			Suggested speed table locations need to be determined in conjunction with road repairs.
	Pavement Management Plan	Boyd	Completed	Report accepted 08.10.2023.
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	Whitemarsh Mound	Scheerer	In Process	Gas line/utility easement - reviewing options and costs for lowering.
10/12/23	Amend parking rules to restrict parking nearby Valhalla playground	Adams	In Process	Rule Hearing scheduled 12.14.2023.
10/12/23	Collect vehicle and speed data from radar display signs - report to BOS	Scheerer	In Process	
10/12/23	Send letters to rental management company to ask they include the Reunion speed limit with rental information.	Adams	Completed	Letters mailed 12.08.2023 Florida Vacations, Magical Vacations, Ask Jeeves, Reunion Resort and Rentlyl.

SECTION II

*This item will be provided under
separate cover*

SECTION III

*This item will be provided under
separate cover*

SECTION IV

Reunion East and West R&M

FY2024 Project List	Estimated Cost	RE 56%	RW 44%	Estimated Date	Projected Total
Rooft Replacement, 3 Pool Houses (Homestead & Heritage Crossings)	\$ 35,000.00	\$ 19,600.00	\$ 15,400.00	January (proposal)	
Seven Eagles, Exercise Equipment & Fitness Center Improvements	\$ 55,000.00	\$ 30,800.00	\$ 24,200.00	April	
Pavement Replacement and Maintenance	\$ 400,000.00	\$ 224,000.00	\$ 176,000.00		
Pavement Markings (stop bars, crosswalks, etc.)	\$ 35,000.00	\$ 19,600.00	\$ 15,400.00		
Concrete Sidewalk Replacement and Maintenance	\$ 52,451.00	\$ 27,799.03	\$ 24,651.97	In Process	
Tree Trimming (Structural Pruning)	\$ 45,000.00	\$ 23,850.00	\$ 21,150.00	February	
Signage, New Reunion Village No Parking & Replacement	\$ 100,000.00	\$ 53,000.00	\$ 47,000.00	Under Review	
Pool Equipment Allowance	\$ 18,000.00	\$ 9,540.00	\$ 8,460.00		
Seven Eagles Linear Park Bollard Lighting	\$ 12,588.00	\$ 6,671.64	\$ 5,916.36	Under Review	
Seven Eagles Restroom Partitions	\$ 20,000.00	\$ 10,600.00	\$ 9,400.00	March	
Seven Eagles Pool & Spa Resurfacing	\$ 95,000.00	\$ 50,350.00	\$ 44,650.00	Completed	
Benches and Concrete Pads	\$ 7,500.00	\$ 3,975.00	\$ 3,525.00	Under Review	
Contingency	\$ 100,000.00	\$ 53,000.00	\$ 47,000.00		
	\$ 975,539.00	\$ 414,860.67	\$ 338,178.33		

Items Deferred from FY2023

Roadway Improvements (Restriping Reunion West Tradition Circle to Sinclair Gate)	\$ 27,800.00	\$ 15,568.00	\$ 12,232.00	Deferred	\$ -
Traffic Calming (Signage, Radar Display Signage, Speed Humps)	\$ 50,000.00	\$ 28,000.00	\$ 22,000.00	Signs Completed & Speed Tables with Road Maintenance	\$ 8,302.00
Upgrade Sign Posts	\$ 47,000.00			Completed	\$ 47,500.00
Seven Eagles Fountain Replacement	\$ 45,000.00			December (proposal)	\$ -
Access Control System at Reunion Village Gate	\$ 20,000.00			In Process	\$ 20,000.00
Gate House Roof Replacement (Sinclair, Spine, Reunion Blvd)	\$ 50,000.00	\$ 28,000.00	\$ 22,000.00	Completed	\$ 45,000.00
Seven Eagles Roof Replacement	\$ 172,010.00	\$ 96,325.60	\$ 75,684.40	Completed	\$ 160,000.00

SECTION D

SECTION I

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT

CHAPTER V

PARKING AND TOWING RULES

Parking and Towing Rules adopted December 19, 2019 by Resolution 2020-04
Revised as of November 11, 2021 by Resolution 2022-03

- 5.0 Parking and Towing. The rules and regulations of this Chapter V are hereby adopted by the Reunion East Community Development District (the "District") and shall be referred to as the "District Parking and Towing Rules"
- 5.1 Applicability. The District Parking and Towing Rules shall be applicable on, over, or within those (a) designated paved parking or stalls owned by or dedicated to the District (the "Parking Areas"), (b) District right-of-way, including but not limited to the roads, streets, thoroughfares, swales, and sidewalks owned by or dedicated to the District or which the District is responsible for maintaining (the "District Right-of-Way"), as generally depicted on the parking and towing maps shown in Appendix 5.0 (the "**Parking and Towing Maps – Revised November 11, 2021**"), which is attached to these Rules and is specifically made a part hereof, as well as (c) any other property owned by or which the District is responsible for maintaining. For purposes of these District Parking and Towing Rules, "vehicle" shall include any self-propelled vehicle or motorized means of transport.
- 5.2 District Parking Lots or Areas. Non-commercial vehicles not otherwise prohibited from parking on District Right-of-Way or Parking Areas are permitted to park within designated District parking lots or parking areas, which includes the Heritage Crossing Clubhouse parking lot and Parking Areas throughout the community on District property. Parking within the Heritage Crossing Clubhouse parking lot shall be on a first come, first served basis for individuals utilizing the Heritage Crossing Clubhouse during Heritage Crossing Clubhouse operating hours. No trailers shall be parked in the Heritage Crossing Clubhouse parking lot or any of the defined Parking Areas of the District. Should the trailer be attached or hooked up to a vehicle and parked in violation of these Rules, the trailer and the vehicle are each subject to towing.
- 5.3 On-Street Parking.
- 5.3.1 On-street parking in the District is limited to one designated side of the street in those areas as marked in the District **Parking and Towing Maps – Revised November 11, 2021**, attached hereto as Appendix 5.0, parking in the non-designated side of the street shall be prohibited, in addition the following prohibitions apply through the District:

(a) Guests and visitors shall follow all parking rules and regulations, including those of Osceola County and the State of Florida. The Board of Supervisors may grant temporary exceptions when it deems appropriate.

(b) Commercial vehicles (which for purposes of this provision are defined as vehicles not designed and used for normal personal/family transportation, vehicles with work racks, tool racks and/or visible equipment, and/or vehicles bearing lettering, graphics, contact information, logos, advertising and/or any other commercial insignia), limousines, lawn maintenance vehicles, construction vehicles, trailers of any kind, vehicles for hire, or vehicles used in business of or for the purpose of transporting goods, equipment, passengers and the like, or any trucks or vans which are larger than one ton, or any dual-wheel trucks shall not be parked on, over, or within the District Right-of-Way or any District parking lots or Parking Areas, except during the period of delivery or the provision of services to the adjacent residential unit(s). Such vehicles temporarily parked in accordance with this section shall be fully parked on a paved surface designed for parking or vehicular travel. No portion of the vehicle shall be parked on, over, or within a landscaped or grassed surface of the District, including but not limited to the swale.

(c) Recreational vehicles, including campers, mobile homes and motor homes, regardless of size, all-terrain vehicles (ATVs or ATCs), go-carts, motorcycles, mini- motorcycles, mopeds, unregistered vehicles, boats, and trailers of any type, are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas; however, recreational vehicles may be temporarily parked in said areas for no more than eight (8) hours for the purposes of loading and unloading only.

(d) Golf carts are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas. Golf carts being utilized at the time for the purposes of maintenance of properties within the boundaries of the District and which are owned and operated by the District, a homeowners or property owners' association, or an agent thereof, are exempt from this provision between the hours of 6:00A.M. and 8:00P.M. of the same day.

(e) Individuals working in the District may park within the areas actively under construction in the District as specifically permitted by the District Manager or his/her designee.

5.3.2 No portion of any vehicle shall be parked on the District Right-of-Way for any period of time within twenty (20') feet of any District mailbox kiosk within the District, unless parked within a designated District parking stall in accordance with Section 5.2 above. No portion of any vehicle shall be parked on the District Right-of-Way in a manner that blocks access to any mailboxes.

5.3.3 No vehicle bearing a "For Sale" or similar sign shall be parked on, over, or within the District Right-of-Way or any District parking lots or Parking Areas.

5.3.4 Vehicles temporarily parked in accordance with Section 5.3.1 above shall not park in any manner which has the effect of disrupting the normal flow of traffic, which would block the ingress or egress of trucks, public service vehicles, and emergency vehicles, which would require other vehicles to leave the paved surface of the District Rights-of-Way to pass, or which would result in a vehicle being parked in a portion of more than one parking stall of a District Parking Areas. In addition, vehicles temporarily parked in accordance with Section 5.3.1 above:

- (a) Shall not park facing the wrong direction on the street.
- (b) Shall not park in any manner that blocks access to a driveway.
- (c) Shall not park in any manner that blocks a sidewalk.
- (d) Shall not park with tires on the grass, as this may cause damage to the District's irrigation.
- (e) Shall not park within thirty (30') feet of the approach to a stop sign.

5.3.5 Any vehicle that cannot operate on its own power is prohibited from being parked on, over, or within the District Right-of-Way or any District parking lots or Parking Areas, and shall immediately be removed.

5.3.6 No vehicle bearing an expired registration, missing license plate, or a license plate that fails to match the vehicle registration shall be parked on, over, or within the District Rights-of-Way or any District parking lots or Parking Areas.

5.3.7 It is a violation of the District Parking and Towing Rules for a vehicle otherwise lawfully parked on, over, or within the District Rights-of-Way or any District parking lots or Parking Areas to be covered or partially covered with a tarpaulin or other type of vehicle cover. No vehicle parked on, over, or within the District Rights-of-Way or any District parking lots or Parking Areas shall be used as a domicile or residence either temporarily or permanently.

5.4 Parking in Other Areas of the District. Parking of any vehicle or trailer, including but not limited to those referenced in Section 5.3.1 above, is strictly prohibited on or within all non-paved District property, including but not limited to, landscaped or grassed areas within or adjacent to any District Right-of-Way. This prohibition shall remain in effect twenty-four (24) hours per day, seven (7) days per week.

5.5 Enforcement

5.5.1 Towing. Any vehicle parked in violation of the District Parking and Towing Rules may be towed at the vehicle owner's expense by a towing contractor approved by the District Board of Supervisors pursuant to Section 715.07, *Florida Statutes*. Vehicles Nothing herein shall be interpreted to prevent the District from issuing warnings or from implementing an administrative grace period.

5.5.2 Suspension and Termination of Privileges. A resident's privileges at any or all District Amenity Facilities may be subject to various lengths of suspension or termination by the Board of Supervisors due to violations of these rules.

5.6 Suspension of Rules. The enforcement of the District Parking and Towing Rules may be suspended in whole or in part for specified periods of time, as determined by resolution of the Board of Supervisors of the District. In addition, the enforcement of the District Parking and Towing Rules may be suspended during emergency situations at the discretion of the District Manager.

5.7 Damage to District Property. Should the parking of any vehicle on, over, or within the District Rights-of-Way, District parking lots or Parking Areas, or District Property, or any portion thereof, even if on a temporary basis, cause damage to District infrastructure, landscaping or other improvement, the owner and driver of the vehicle causing such damage shall be responsible to fully reimburse the District to repair or replace such improvement. Damage includes, but is not limited to, staining caused by fluid leaking onto District parking areas. The decision on whether to repair or replace a damaged improvement shall be at the discretion of the District.

5.8 Vehicle Repairs. No vehicle maintenance or repair shall be performed on, over, or within any portion of the District Rights-of-Way, District parking lots or Parking Areas, or District property. No vehicles shall be stored, even temporarily, on blocks on, within, or over the District Rights-of-Way, District parking lots or Parking Areas, or District Property.

5.9 Other Traffic and Parking Regulations. Nothing in these District Parking and Towing Rules shall prohibit local law enforcement from enforcing the laws that are a part of the State Uniform Traffic Control Law, Chapter 316, *Florida Statutes*, or any other local or state law, rule or ordinance pertaining to vehicular traffic or parking enforcement.

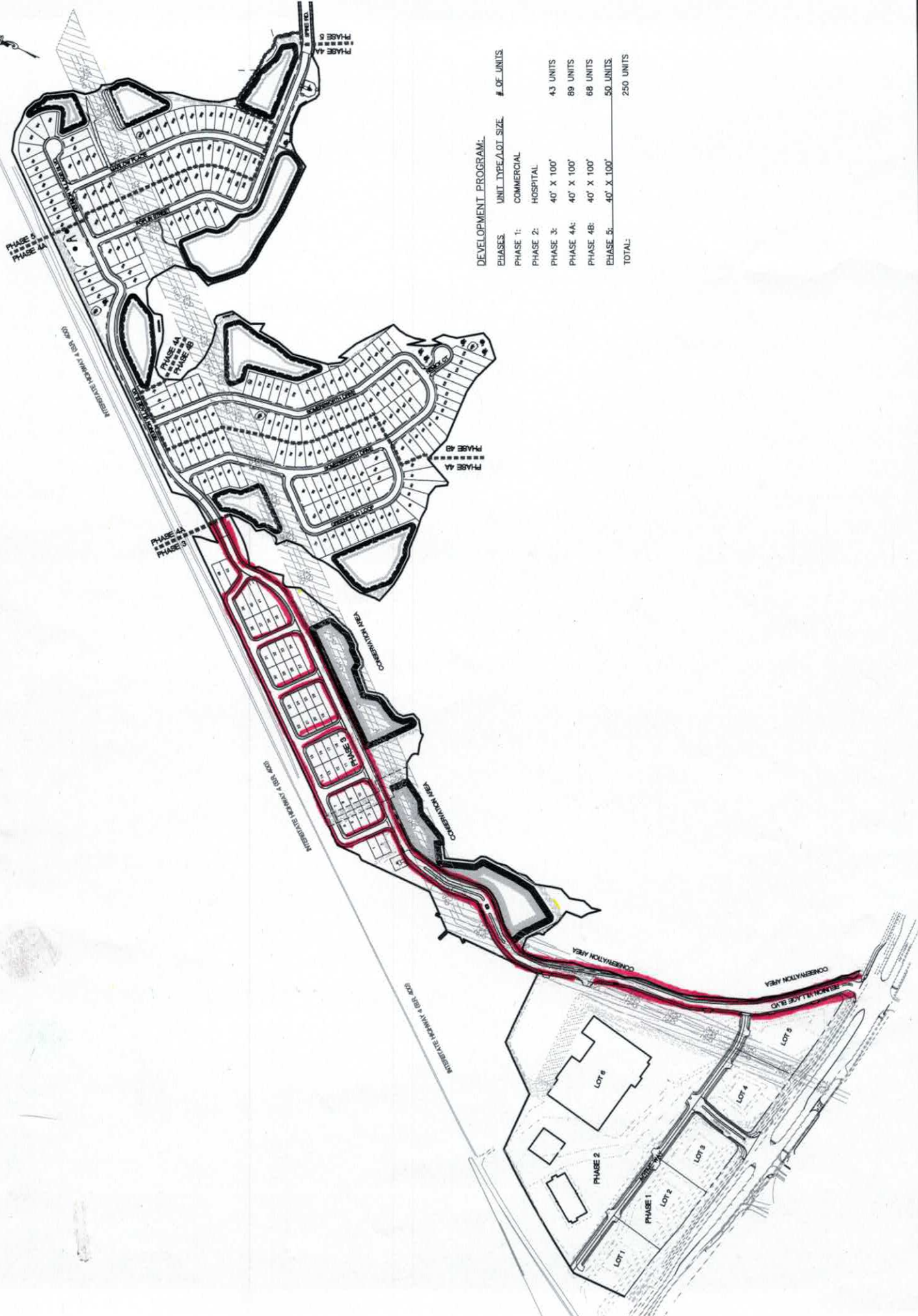
Effective Date: November 11, 2021

Appendix 5.0

District Parking and Towing Maps – Revised November 11, 2021

[ATTACHED ON FOLLOWING PAGE(S)]

GRAPHIC SCALE



DEVELOPMENT PROGRAM:

PHASES	UNIT TYPE/LOT SIZE	# OF UNITS
PHASE 1:	COMMERCIAL	
PHASE 2:	HOSPITAL	
PHASE 3:	40' X 100'	43 UNITS
PHASE 4A:	40' X 100'	89 UNITS
PHASE 4B:	40' X 100'	68 UNITS
PHASE 5:	40' X 100'	50 UNITS
TOTAL:		250 UNITS

NO PARKING
PARKING

C = 186.88'
• 10074.00'
NGENT = 93.44'
ETA = 103.46'
• NO406'56"E
ORD = 186.87'
• NO438'50"E

RC = 273.32'
• 11385.00'
NGENT = 136.66'
ETA = 122.32'
B = NO349'58"E
ORD = 273.31'
B = NO308'42"E

OF BEGINNING

SECTION LINE

100' RESERVED RIGHT OF WAY
PER DEED BOOK 104, PG 215

130' RIGHT OF WAY

2450.4'

NO076'21"E

NO076'21"E

NO076'21"E

NO076'21"E

NO076'21"E

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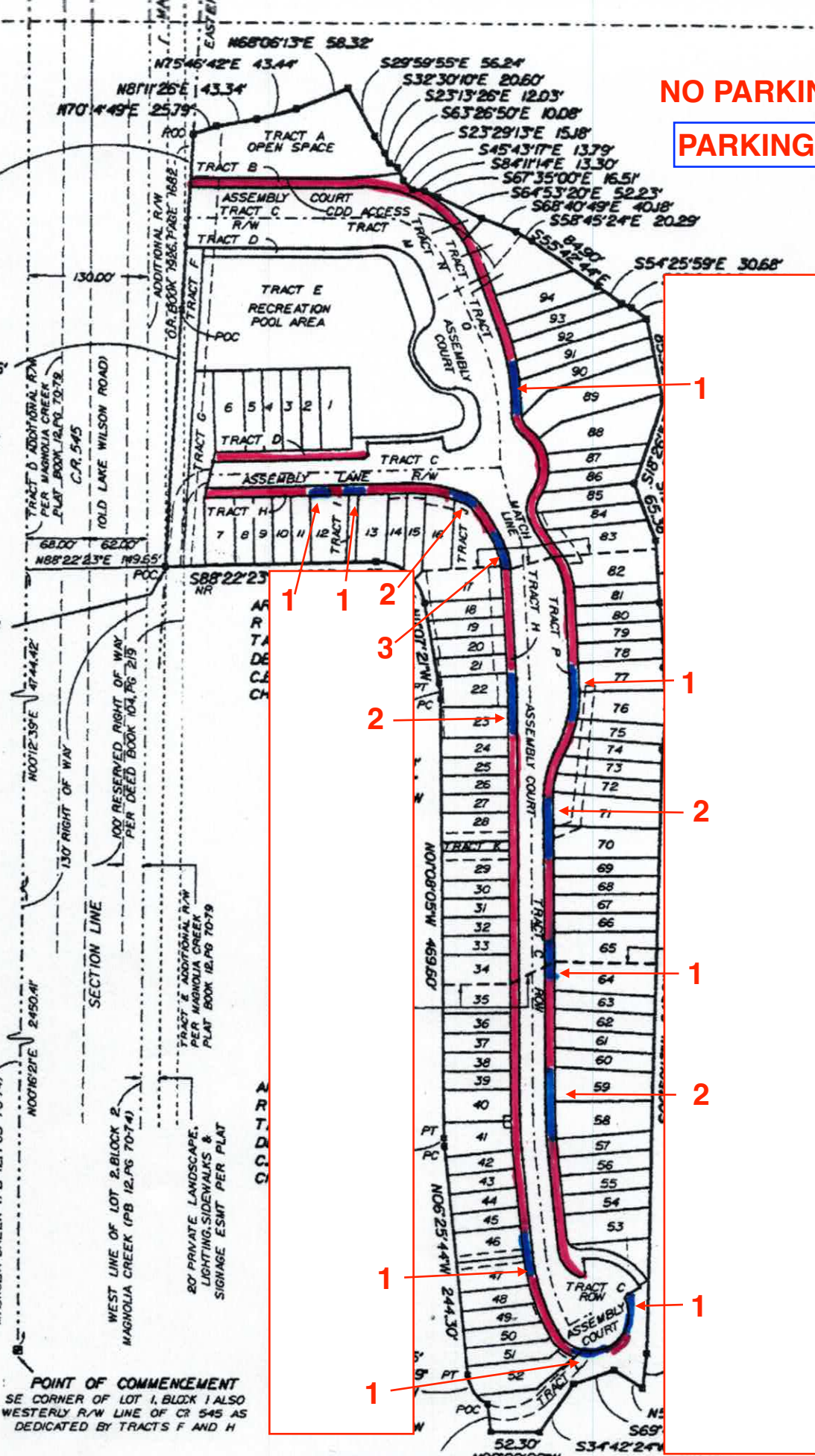
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NO076'21"E



MAGNOLIA CREEK
PLAT BOOK 12, PAGES 70-79,
LOT 2, BLOCK 2

10'
92'
94'
176'
439'

POINT OF COMMENCEMENT
SE CORNER OF LOT 1, BLOCK 1 ALSO
WESTERLY R/W LINE OF CR 545 AS
DEDICATED BY TRACTS F AND H

NO625'44"W 31.43' NO90'00'00"W

MAGNOLIA CREEK

Audit Committee Meeting

SECTION 3

SECTION A

**REUNION EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2024
Osceola County, Florida**

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than **Thursday, January 4, 2024 at 5:00 p.m.**, at the offices of Governmental Management Services – Central Florida, LLC, Attn: Tricia Adams/Monica Virgen, District Manager, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) original hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “**Auditing Services – Reunion East Community Development District**” on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include résumés for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including résumés with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for Fiscal Year 2024, plus the lump sum cost of four (4) annual renewals.
- E. Provide a proposed schedule for performance of the audit.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION EVALUATION CRITERIA

1. Ability of Personnel. (20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. Proposer's Experience. (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation of Proposer, etc.)

3. Understanding of Scope of Work. (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.* (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. (20 Points)

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

TOTAL (100 Points)

SECTION B

**REUNION EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Reunion East Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2024, with an option for four (4) additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in the Osceola County, Florida. The District currently has an operating budget of approximately \$2,463,958. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2024, be completed no later than June 1, 2025.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards", as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) original hard copy and one (1) electronic copy of their proposal to Governmental Management Services – Central Florida, LLC Attn: George Flint/Monica Virgen, District Manager/Staff, 219 East Livingston Street, Orlando, Florida 32801, in an envelope marked on the outside "**Auditing Services – Reunion East Community Development District.**"

Proposals must be received by **5:00 PM on Thursday, January 24, 2024**, at the office address listed above. Proposals received after this time will not be eligible for consideration. Please direct all questions regarding this Notice to the District Manager who can be reached at (407) 841-5524.

Tricia L. Adams, District Manager
Governmental Management Services – Central Florida, LLC