

**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, **June 13, 2024** at 1:00 p.m. via Zoom Communication Media Technology and at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum:

Mark Greenstein	Chairman
Steven Goldstein	Vice Chairman
Trudy Hobbs	Assistant Secretary
John Dryburgh	Assistant Secretary
June Wispelwey	Assistant Secretary

Also present were:

Tricia Adams	District Manager
Kristen Trucco	District Counsel
James Curley	District Engineer
Alan Scheerer	Field Manager
Victor Vargas	Reunion Security
Garrett Huegel	Yellowstone Landscape
Pete Whitman	Yellowstone Landscape
Graham Staley	Reunion East CDD Board Member
Residents	

*The following is a summary of the discussions and actions taken at the June 13, 2024 Reunion East Community Development District regular Board of Supervisors meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Adams called the meeting to order at 1:01 p.m. and called the roll. All Supervisors were present.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being no comments, the next item followed.

**THIRD ORDER OF BUSINESS****Approval of the Minutes of the May 9,  
2024 Board of Supervisors Meeting**

Ms. Adams presented the minutes of the May 9, 2024 Board of Supervisors meeting, a draft of which were included in the agenda package. Corrections were received from Mr. Greenstein prior to the meeting. On Page 7 of 16, Mr. Greenstein clarified the Osceola County Sheriff's Office Memorandum of Understanding (MOU), on Page 10, "*Ms. Trucco*" should be "*Ms. Hobbs*" and there were some clarifications on Page 8, during the discussion on the Traffic Enforcement Agreement.

On MOTION by Mr. Goldstein seconded by Mr. Dryburgh with all in favor the Minutes of the May 9, 2024 Board of Supervisors Meetings were approved as amended.

**FOURTH ORDER OF BUSINESS****Notice of Termination of Management  
Services Agreement with Kingwood  
Orlando Reunion Resort**

Ms. Adams recalled that there was a Management Services Agreement (MSA) with Kingwood Orlando Reunion Resort (KORR), to manage the Heritage Crossings Community Center (HCCC), and The Stables building. Mr. Anthony Carll, KORR's Vice President of Operations, sent an email to the District Management Team on May 30<sup>th</sup>, to terminate the MSA, with 30 days' notice. Staff reviewed the MSA, including the provisions for termination, which was included in the agenda package as a reference, along with the email. The termination in Section 12, required a 180-day notice from KORR, in order to terminate the agreement, to allow for the transition of management. Currently, the day-to-day services such as utilities, landscape maintenance, and custodial services, were managed under the MSA. The District will need to make arrangements for these services and the Board will need to approve agreements for these services. Because of the administrative work and the work required for the Field Manager, Ms. Adams requested that the Board consider a termination not before October 1, 2024, which was less than the required period, but it would allow time for staff to gather information on the services that were required and have them authorized by the Board.

Mr. Dryburgh felt that there was no reason to give them less than 180 days and was not satisfied with the October 1<sup>st</sup> termination date. He noted someone ran into the building while

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KORR was managing it and they were responsible for a certain amount of the repair. In his opinion, there was a contract and contracts should be abided to. Therefore, if it says 180 days, KORR should manage it for 180 days, so that KORR would absorb those expenses. Ms. Wispelwey agreed, but voiced concern about making it longer, as KORR may not perform. Mr. Dryburgh questioned their responsibilities and damages if they did not perform. Ms. Adams confirmed that the agreement was in place and KORR was expected to perform to the standards of the agreement, but if they do not perform, the Board may want to expedite the termination. Because of the amount of weddings that the Resort would have, Mr. Dryburgh recommended that the Board increase their rental fees. Mr. Goldstein was of the opinion, if the MSA said 180 days, they should have 180 days of services, but agreed with the concern that KORR would not perform. Ms. Wispelwey asked if there would be any impact on the dumpsters. Mr. Dryburgh was surprised to hear that KORR managed the HCCC dumpster, but there were two other dumpsters. Ms. Adams explained that KORR was required to maintain The Stables dumpster area to a satisfactory standard, per the MSA, but the trash services were funded by the Master Association. Mr. Greenstein questioned whether there was a separate Licensing Agreement with the Master HOA that was separate from the MSA, to allow them to have the dumpster there. Ms. Adams confirmed that there was a separate License Agreement for the dumpster with the Master Association at The Stables.

Ms. Wispelwey questioned the cleaning of the pool bathrooms. Ms. Adams stated there would be no impact at this time. Mr. Greenstein pointed out that the termination would only effect the HCCC and The Stables and did not want to enforce the 180 days, unless the conditions were that they had to do it, with the immediate 30-day termination, because a revenue stream was connected with the MSA. Mr. Dryburgh noted it was not a significant amount of money. Mr. Greenstein agreed, but they must transition to an environment where the facility was managed the way they used to manage it and they had to know what it would cost financially. Mr. Goldstein recommended inspecting it to ensure that things were completed properly. Ms. Trucco advised that once the Board decided on the date, she would email Mr. Carl and set up an inspection and request any records. Ms. Hobbs proposed agreeing to the October 1<sup>st</sup> deadline, pending the inspection and any repairs. As long as everything was repaired, the Board could terminate the MSA, but if not, it would not be terminated until the end of the year. Ms. Adams confirmed that 180 days' notice would be on Tuesday, November 26<sup>th</sup>. Mr. Greenstein was in favor of having the MSA in place until the end of the fiscal year, with the expenses covered by KORR and unless something radically

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changed between now and the end of the fiscal year, they would start off the new fiscal year, with the District operating the facility. Mr. Goldstein felt that the budget for next fiscal year should be adjusted. Ms. Adams pointed out that there would be a time between the Proposed Budget and the Adopted Budget, to adjust it. Ms. Hobbs asked if KORR used The Stables. Mr. Greenstein confirmed that KORR did not use it. Ms. Wispelwey asked if anyone spoke to Mr. Carll about why they were doing this. Ms. Adams was not told why it was being terminated. Ms. Wispelwey felt at some point, it was worth having a conversation with Mr. Carll. Mr. Greenstein recalled when the Seven Eagles pool transitioned several years ago, it was a business decision and believed it was the same case here. Ms. Wispelwey wanted to know out of curiosity. The Board agreed.

Mr. Greenstein requested that District Counsel inform KORR that the Board accepted their decision to terminate the MSA, after the close of business on September 30<sup>th</sup>, subject to inspection. In addition, the HCCC was an amenity that was covered under their Amenity Policy and if KORR wanted to hold events and activities at the facility, it must be handled on a case-by-case basis and they would pay the District fees to use it. Mr. Dryburgh had an objection to KORR terminating the MSA, as it looked like this was what they wanted to do, but voiced concern that residents that lived in the community, would be paying for this process. Mr. Greenstein clarified that the amount of money involved, was not substantial and assessments would not increase. Ms. Wispelwey felt that they needed more time, as they may have issues getting contractors. Mr. Dryburgh suggested holding KORR to the duration of the contract and if they were able to identify and convert everything over sooner, the contract would be modified. Mr. Greenstein asked Mr. Scheerer if four months was a reasonable period of time to accommodate all of the contractual changes and transfer management of the HCCC. Mr. Scheerer did not feel it was unreasonable to attain the October 1<sup>st</sup> deadline, if there was cooperation between the District and KORR and had no reason to believe, within the next four months, they could not perform a site inspection and an overall evaluation of both facilities. There was some damage to the walls and some janitorial work. The District already spent money on new air walls, brand new air conditioning, roof and painting the exterior of the building.

Mr. Greenstein was in favor of making the termination contingent on satisfactory inspection, correction and anything costing more than \$2,500 or more, would be the responsibility of the CDD and minor issues would be the responsibility of KORR. There would also be a punch list that must be corrected before closing the deal. Ms. Hobbs was in favor of a termination of

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October, as long as they had the inspection. Ms. Wispelwey would be happier with more time. Ms. Adams noted that the meeting prior to October 1<sup>st</sup>, was September 12, 2024 and recommended having the punch list completed by September 11<sup>th</sup>. Mr. Goldstein agreed with calling Mr. Carll to find out why he wanted to terminate it and see if there was a possibility to work it out. Mr. Dryburgh was in favor of Ms. Wispelwey making the call. Mr. Greenstein preferred that it be the District Manager, as it was an administrative decision. Mr. Dryburgh requested that Ms. Adams update the Board after she speaks to Mr. Carll. Ms. Wispelwey voiced concern that they would lose Kingwood's oversight of the dumpsters. Ms. Adams pointed out that there was a License Agreement with the Master Association, which included some controls for the dumpster area, but under the MSA, KORR maintained both The Stables and HCCC. There should be no impact other than keeping the area neat and tidy. Ms. Wispelwey felt this was another reason to have this discussion with Mr. Carll, as Mr. Carll was also the President of the Master Association. Ms. Adams would include this item on the Action Items List, so that staff could provide an update on the status of the transition each month.

On MOTION by Ms. Hobbs seconded by Ms. Wispelwey with all in favor terminating the Management Services Agreement with Kingwood Orlando Reunion Resort effective October 1, 2024, contingent on items being complied to by September 11, 2024, but if not, the termination would be effective on November 26, 2024 was approved.

Ms. Trucco asked if the conditions were that there would be a walkthrough inspection with Mr. Scheerer, turnover of any records, accounting, event schedule and any necessary repairs. Ms. Trucco felt that Kingwood had a duty to provide their public records to the District upon termination. Mr. Dryburgh requested that KORR notify the District of any weddings scheduled after October 1<sup>st</sup> and the District adjust their fees accordingly. Mr. Greenstein indicated that KORR must apply to the CDD for use of the space, just like any other entity and the fees would be adjusted, in order to recoup their expenses.

**FIFTH ORDER OF BUSINESS****Consideration of Letter Regarding Debt  
Assessment for Bonds**

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Ms. Adams presented a letter dated May 20, 2024, from Mr. Brian Crumbaker, Bond Trustee's Counsel at Greensburg Traurig, regarding the levy of debt assessments for the bonds. Ms. Trucco confirmed that Mr. Brian Crumbaker, was Bond Trustee's Counsel and this was a demand letter, stating that due to material changes in the development of property owned by KORR and its affiliates, the CDD needed to commence assessment proceedings to determine the amount of benefit, as the parcels owned by KORR and its affiliates were receiving from the 2002 and 2005 project bonds. Since there were material changes in the development of property owned by KORR, the CDD had a duty under its Trust Indenture, the contract for the bonds, to proceed with an assessment proceeding, in order to determine what amount of benefit those parcels were receiving. As part of that process, there would be a resolution setting a public hearing and staff would bring back an Assessment Methodology Report. The District Engineer and the District Management Company would also look at the development and the approvals that were received for these particular parcels, that were part of the 2002 and 2005 project areas, make an amendment or revision to the Assessment Methodology Report and provide it to the Board. At that public hearing, the Board, members of the public and Trustees Counsel, would be able to review the Assessment Methodology Report and determine if the benefits that were being received required any revisions to the amount of assessments collected. Ms. Trucco and Ms. Carpenter reviewed the demand letter and recommended that the Board authorize staff to let Mr. Crumbaker know that staff would proceed with the assessment proceeding.

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor authorization for staff to proceed with the assessment process due to determine the amount of benefit that the parcels owned by KORR and its affiliates received from the 2002 and 2005 project bonds was approved.
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**SIXTH ORDER OF BUSINESS****Consideration of Easement Variance  
Agreement on Radiant Drive for Lots 303  
and 304**

Ms. Adams recalled that she was contacted a few weeks ago, by a Preferred Builder at Reunion, on behalf of a client who had new residential construction planned on a double lot. The home design had been through the approval processes with the Architectural Review Committee (ARC) with the Master Association. The new construction plan and was submitted to Osceola

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County. However, when the County reviewed the plan, they had some comments regarding the driveway construction. For Board member review, the approval provided by the ARC was included in the agenda package, as well as the comments from the County. The County's comments prompted the builder to reach out to the CDD. The County requested that the CDD approve the driveway design because it would impact Radiant Street, which was owned by the CDD. The District engineer reviewed the construction plans and had no objection to the plan. The engineer provided a diagram, which was included in the agenda package, showing the impact to the CDD right-of-way (ROW). There must be curb cuts in the ROW, to allow for the driveway and the driveway apron to be installed. They also provided a diagram showing the direction of travel for the alley, to demonstrate that it was far enough away from corners and intersections to provide for safe free flow of traffic. The recommendation from the District Management team, was that the Board approve the easement variance and delegate authority to the Chair to execute the form of agreement required by the County. Mr. Goldstein asked if the CDD ever approved a side driveway like that before. Mr. Greenstein recalled that there were two similar properties where corner lots had driveway access, at Loxahatchee Court and Golden Bear Drive. Ms. Adams recalled that to her knowledge nothing was presented to the District previously, but perhaps there was not always consistency with the County review process. With double lot builds, there was a history of the District approving an easement vacation. Mr. Goldstein wanted to ensure that they were not setting a precedent that could affect the District in the future. Ms. Wispelwey noted this one was not problematic, as there was a one-way street and the house was at the end of the street. Mr. Greenstein pointed out that all of the houses on the south side of Radiant Street, were 55-foot-wide lots with driveways facing Radiant Street, but all the houses on the interior side, were alley lots. The covenants technically say that there was supposed to be a garage going to an alley. What happened in this case, was the ARC approved the variance, but when the County reviewed it, they noticed that it was impacting or crossing CDD property and wanted CDD approval. Ms. Adams pointed out that the Board could authorize, whatever form of approval the county was requiring. Regarding the Board setting a precedent, the Board always had right to deny something based on input from the District Engineer or District Counsel.

On MOTION by Ms. Hobbs seconded by Mr. Dryburgh with all in favor the Easement Variance Agreement on Radiant Drive for Lots 303 and 304 for a curb cut and authorization for the Chairman to execute the form of approval required by the county was approved.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-05  
Approving Entering into a Contract with  
All County Paving Inc. to Provide Paving  
and Related Services**

Ms. Adams recalled that the District was considering milling and resurfacing roadway improvements over several months. For discussion purposes, the District Engineer provided a diagram of potential locations of speed tables, which was included in the agenda package, along with Resolution 2024-05, Entering into a Contract with All County Paving Inc. (All County), to provide paving and related services. Mr. Curley indicated that the diagrams were where they initially proposed installing speed tables, to even the space and make break up the longer runs of roadways and wanted the Board to review it to see if they had the right locations or if adjustments needed to be made. Ms. Wispelwey expected to see the speed tables on the map. Mr. Goldstein agreed, as the maps did not tell them anything. Ms. Wispelwey wanted to know where the speed tables were on Excitement Drive, as the pricing included two speed tables on Excitement Drive. Mr. Greenstein noted that was a good point, as there was good discussion at the Reunion West CDD meeting on the proximity of speed tables to golf cart crossings and locations to slow people down when they get up to a certain speed. *There was Board consensus to defer this item to the July meeting, in order to get clarification of the speed tables that were in the proposal and how they correlated to the speed tables on the maps, especially the two speed tables on Excitement Drive.*

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-06  
Approving the Proposed Fiscal Year 2024  
Budget and Setting a Public Hearing**

Ms. Adams presented Resolution 2024-06, approving the Proposed Budget for Fiscal Year (FY) 2025 and setting the public hearing for August 15, 2024 at 11:00 a.m. at this location, which was included in the agenda package. Each year CDDs in Florida, were required to approve a Proposed Budget no later than June 15<sup>th</sup>. The CDD's regular meeting that falls in August, would be on August 8<sup>th</sup>, however, Florida Statutes require 60 days between approval of the Proposed Budget and the public hearing to adopt the budget and requested that the Board schedule the public



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hearing for August 15, 2024 at 2:00 p.m. This would allow for the budget to be approved prior to the statutory deadline of September 15<sup>th</sup> and for staff to finalize the Assessment Roll and provide it to Osceola County. However, if this was not possible, it could be scheduled for the September 12<sup>th</sup> meeting. *All Board Members confirmed that they were available on August 15<sup>th</sup>.* Ms. Adams would cancel the August 8<sup>th</sup> meeting and highlighted the following with the Proposed Budget:

- *“Special Assessments”* remained the same as the prior year. There were separate categories for *“Special Assessments”*; *“Special Assessments – Tax Collector”* and *“Special Assessments – Direct Billed,”* which was \$2,008,852. *“Interest”* was \$24,000, if the current interest rate held. There was *“Rental Income”* of \$6,000. *“Carry Forward Surplus”* of \$1,069,5611 was recognized, to balance the budget. Since the recognition of Surplus Funds, was a sign that there could be stress on the assessment level, staff recommended recognizing a surplus amount for FY 2025 and be mindful that a balanced budget would be presented in future years, that did not include the recognition of *“Carry Forward Surplus”*.

Ms. Wispelwey asked if everything was the same next year, whether they would have to increase assessments. Ms. Adams confirmed assessments would likely increase for fiscal year 2026.

- *“Administrative Expenses,”* were the costs to operate the District, in accordance with Florida Statutes. Due to actuals for the current fiscal year, there was an increase in *“Engineering Fees”* to \$30,000, *“Attorney”* to \$60,000 and *“Management Fees”* from \$49,278 to \$52,974. *“Management Fees”* included District management services, accounting services, recording services, meeting preparation and attendance, etc. Overall, *“Total Administrative”* was \$203,691 and the proposed amount was \$223,212. The narrative explained each line item and explanation of what was covered. *“Maintenance Expenses”* were the shared expenses, based on the Amenity Reciprocity Agreement between the Reunion East and Reunion West CDDs.
- For *“Shared Costs,”* under a Cost Sharing Agreement, the current cost share was 56% for Reunion East and 44% for Reunion West, but next year, because of the increased number of platted lots in Reunion East, the cost share would be 57% for Reunion East and 43% for Reunion West.

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Mr. Dryburgh pointed out for “*Electric*” and “*Water & Sewer*,” due to the population growth, the Utility Commission had numerous requests for substantial increases in electricity and water for next year. Their plan was to have residents reduce their usage, which made sense; however, it would impact their budget and the budget did not reflect that. Ms. Adams explained for “*Electric*”, the end of year projection was \$361,000 and the Proposed Budget amount was \$376,200, for “*Water & Sewer*,” the end of year projection was \$35,518 and the Proposed Budget amount was \$41,262 and for “*Gas*,” \$40,000 was spent and there was a proposed \$48,450, to account for increases. If Board Members felt that any item should be increased more than the proposed amount, they had the opportunity to revise the proposed budget at any duly noticed Board meeting up through the adoption. Mr. Dryburgh questioned the percentage of growth on their projections, as in talking with Duke Energy, they were looking for a 30% increase next year and wondered if this was reflected and if they should have a more traditional 12%, 14% or 16% increase. Ms. Hobbs recalled that it would be spread over three years. Ms. Wispelwey felt that since the cost of oil decreased, it did not make sense that Duke would get 30%. Mr. Greenstein believed that they would get half or a third of what they were asking for. Ms. Adams confirmed that the increase was close to 20%, but it was a good point, as staff was cognizant of utility inflation and would be fine tuning the budget, moving towards the budget adoption.

- “*Pool & Fountain Maintenance*”, increased to \$205,428, but it was not a significant increase over the current fiscal year. “*Building Repairs & Maintenance*,” increased by \$6,000, based on projected spending for the current year. “*Gate & Gatehouse Repairs & Maintenance*,” substantially increased, as the current budget was \$28,000, but they were tracking to spend closer to \$43,000 by the end of the year. Most line items were adjusted based on projections and anticipated increased costs with service providers.
- Under Reserves, there was a “*Transfer Out - R&M Fund*” of \$1,014,628. Reunion East was on track for the reserve fund planning meeting the reserve balance recommendations and recommended contribution for the Reserve Fund. “*Total Revenue*” was \$3,108,413 and “*Total Expenditures*” was \$3,108,414, which indicated a balanced budget.
- The “*Gross Assessment Per Unit*,” was the amount that was added to the property Tax Bill in the non-ad valorem section. It accounted for early payments discounts,

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as well as the fees collected by the county. The District would receive the Net Assessment. For FY 2025, there were 3,379 units, whereas in FY 2024, there were 3,371 units. The budget was based on Equivalent Assessment Units (EAUs) assigned to each unit, which translated to a gross amount assessed per unit. The commercial gross per unit that would be placed on the Tax Bill was \$423.03, \$423.03 for hotel condos, \$634.55 for multi multifamily units, \$846.07 for single family homes and \$423 for the golf units.

- The narrative was updated each year in accordance with the Proposed Budget and did a great job of explaining what comprised the line items.
- For “*Replacement & Maintenance Fund (R&M)*,” the proposed “*Transfer In*” for next fiscal year was \$1,014,628. The District was earning good interest and was projected by the end of this year, to earn almost \$150,000 and was anticipating about that same amount next year. Similar to last year, they were going to provide a Proposed R&M Project List in July for FY 2025, which would include updated projections for the current fiscal year, on what they reasonably anticipate having as a completed project by the end of the year and what to defer until next year and account for in the budget.
- For the *Series 2015A Debt Service Fund*,” there were interest and principal payments due in November and May 1, based on the Amortization Schedule, which also identified the retirement date for the bond debt. For the debt that was issued 2003, the retirement date was 2033. There were also similar Amortization Schedules for the Series 2021 bond issue, which retired in 2046, the Series 2017 debt, which retired in 2047, the Series 2019 debt, which retired in 2050 and the Series 2022 debt, which the Board refunded, due to lower interest rates, to lower the debt service payment, which would retire in 2036.

Ms. Adams reiterated that the Board was setting the assessment level, which was proposed to be the same as the prior year. There was room in the budget, regarding the amount transferred out to the R&M Fund, but if adjustments needed to be before the budget was adopted, based on proposed costs to operate Heritage Crossings and The Stables, those would be accounted for. There were no further questions from the Board.

On MOTION by Mr. Greenstein seconded by Mr. Goldstein with all in favor Resolution 2024-06 Approving the Proposed Fiscal Year 2025 Budget and Setting a Public Hearing for August 15, 2024 at 2:00 p.m. at this location was adopted.

**NINTH ORDER OF BUSINESS****Staff Reports****A. Attorney – Memorandum Regarding Recently Enacted Legislation - ADDED**

Ms. Trucco presented a Memorandum regarding the following recently enacted Legislation, House Bill (HB) 7013, which passed in the last Legislative Session and would go into effect on July 1, 2024 and applied to Special Districts. There were two provisions that applied to CDDs. One was there was now a new requirement by October 1<sup>st</sup> of each year, starting with October 1, 2024, for each CDD to prepare a report of their goals and objectives and the standards by which the CDD would measure whether they achieve those goals and objectives. Then by December 1<sup>st</sup> of each year, beginning December 1, 2025, an Annual Report must be prepared and published on the CDD's website, listing those goals and objectives, whether or not the CDD feels that those goals and objectives were met and by which standard the CDD used in order to measure whether they met those goals and objectives. All District Managers would prepare draft goals, objectives and standards for the CDD and bring it back sometime before the September meeting. Since this was the first time everyone was going through this, Ms. Trucco suggested preparing a general table of goals and objectives. Ms. Adams confirmed that GMS was aware of this new law and prepared to be in compliance. Ms. Trucco reported that the HB also repealed Chapter 190.047, which required CDDs to hold a referendum at a General Election before incorporating. Under the new law, CDDs could incorporate into their own cities, under Chapter 190, which govern CDDs. However, this was not relevant to this CDD. If there were further changes in the law, Ms. Trucco would update the Board.

Ms. Trucco recalled at the last meeting, discussion regarding the Traffic Enforcement Agreement. A current draft was included in the agenda package. She also reached out to the Legal Department at the Osceola County Sheriff's Department, to request in writing, whether or not they were not going to provide traffic enforcement services without that agreement being in place. There were multiple verbal discussions, but Ms. Trucco preferred to have this in writing. At this time, she had not received a response, but once she received one, she would bring it back to the Board. Mr. Goldstein asked since they were taxpayers, whether it was their responsibility to take care of the taxpayers. Ms. Trucco explained that this argument was made, because the Statute

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could be interpreted to not require CDDs or Special Districts to enter into this type of agreement with the county. Thus far, there was no confirmation of any CDD in Osceola County, being required to enter into such an agreement and it was that's always been an included service in resident's taxes. Revisions were made in the last draft provided to the Board and once the county responded, Ms. Trucco would inform the Board. Ms. Wispelwey pointed out that she did not receive a draft of the Traffic Enforcement Agreement. Ms. Trucco would circulate it again.

**B. Engineer**

Mr. Curley reported that the paving contract was on a per unit basis, which was \$1.5 million for Reunion East and West. Regarding the Spine Road gates, Mr. Curley spoke to Meyer and they were still trying to get the work scheduled with the subcontractor for the directional drilling. As a result, Mr. Curley were trying to find another subcontractor; however, it was a small job and they were having trouble finding contractors. Mr. Goldstein agreed that the work was taking a long time. Mr. Scheerer pointed out that the gates were still in permitting with the county and they have not issued the permit, due to some reviewer issues.

**C. Field Manager Updates**

Mr. Scheerer recalled that UCC Group was the contractor that the Board chose to do the renovation of the first fountain in Linear Park. They were on-site last Friday with their contractors and were getting ready to apply for an electrical permit. They did not feel they needed a construction permit, because it was just a cleanup and redesign; however, because they were adding a filtration system, they had to apply for an electrical permit. If that changes, Mr. Scheerer would inform the Board. Once UCC received the permit, they would provide a construction schedule, which Mr. Scheerer requested at least 30 days in advance, so it could be circulated to the Resort for their events in Linear Park, the homeowners, the Board and staff as well. Recently Yellowstone completed all of the Palm tree trimming around the swimming pools. They started with the large Date Palm trees in Seven Eagles and asked them to focus on the resurfacing. All of the Palms were completed and they started on the last two pools in Heritage Crossing. There were some new annuals, that looked beautiful.

Mr. Scheerer received a phone call from Mr. Dryburgh regarding Proximity Cards and RFID transponders not working. They were working with ACT, who transitioned to Guardian

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Access Systems (Guardian), after the previous owner retired and the new owner purchased an interest in ACT. However, the employees were the same. The issue was with the software system that they were using, which got hacked and could not be repaired. A new software system called RS2 was installed, but it was not accepting all of the data from the newer cards and transponders. A conference call was held between Mr. Scheerer, Mr. Vargas, IT and Mr. Matt Gittler, who presented the Board with the proposals to the Spine Road gate. They reassured Mr. Scheerer that they would make one last change by using a system called, PDK, which should work fine, but he was not familiar with it. They also were on-site today and gathered the databases, in order to upload the new PDK system that would be installed in each of the gates. Hopefully by next week, the current cards and transponders and any new cards and transponders, would work as intended. The District did not have a contract with ACT or Guardian, but Mr. Scheerer was working with their Service Manager for 15 years. All he had to do was call them and authorize the repair. He asked them to keep him and Mr. Vargas updated. Once they get everything up and running next week, if they still had issues, they could try to draft something to send out to residents. Mr. Greenstein asked if there were currently issues and if they should be putting something out from the Master Association, telling residents that they may be experiencing difficulty in getting through the gates and what to do if they had an issue, since this was an ongoing issue. Mr. Scheerer offered to prepare something and provide it to Artemis. Ms. Wispelwey questioned the amount of complaints received. Mr. Dryburgh confirmed that he received 20 phone calls last week. Mr. Goldstein pointed out that he received six yesterday. Mr. Greenstein requested that residents be informed that it was a system upgrade, which was being corrected, but asked if someone contacted Mr. Vargas about a problem that they were having at the gate and verified that they lived in the community. Mr. Vargas explained that someone would have to open the gate. Mr. Scheerer confirmed that he could open it manually. Mr. Greenstein asked if they planned to replace the signage and the lighting at the Liberty Bluff gate. Mr. Scheerer stated that the signs were ordered and would replace them, once construction was completed.

Mr. Scheerer reported that there was a leak in the Seven Eagles Gym. The issue was with the decorative railing. A proposal was provided to the Board from Advantage Roofing, as well as a diagram of the top of the roof and a photo of the decorative railing and the EFIS or foam column, which was where the leaks were coming from. The proposal was in the amount of \$16,750, to remove the railing, install new flashing all the way around and seal it. The decorative railings in

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the front would remain and the ones on the side and in the back would be removed. There was funding in the R&M Budget and a contingency line item that could be used. Mr. Scheerer requested that the Board approve it today, rather than wait until 2025. Mr. Dryburgh agreed with the repair, as when he was at the health club, water was pouring in. Mr. Scheerer explained that there were 20 EFIS columns around the perimeter and water was coming through one side and getting through the rafters. They were sealing them in one place and moving to the next place, but it was at the point where this repair needed to be made. Ms. Adams pointed out that the Board could take action, but because this item was not on the agenda that was posted on the website seven days in advance, they were required to take public comment. Hearing no comments, Ms. Adams requested a motion from the Board to replace the decorative rail. Mr. Greenstein asked if it would look the same. Mr. Scheerer confirmed that only the railings on the side and back would be replaced and it would look the same in the front. Mr. Dryburgh felt that the work needed to be done. Mr. Greenstein did not have a problem with it, but voiced concern that there were four sides to the building and they were removing the rails. Mr. Goldstein pointed out they did not need the rails in the back and sides anyway. Mr. Greenstein questioned the cost not to replace the rails. Mr. Scheerer confirmed this was the price not to replace the rails, except for the front. Ms. Wispelwey recalled that this area of the building had more problems than any other. Mr. Scheerer estimated that it would cost \$28,000 to put all of the railings back. Mr. Greenstein stated the building was designed by the developer and they spruced it up by adding railings and recommended not putting the railings back, install new flashing all the way around and seal it up. Mr. Goldstein requested a price to not put any railing back. Mr. Scheerer estimated a few dollars less and suggested that the Board approve a not-to-exceed amount. Ms. Adams recommended delegating authority to the Chairman to approve the proposal. *There was Board consensus to remove all of the railings.*

On MOTION by Mr. Dryburgh seconded by Ms. Hobbs with all in favor delegating authority to the Chairman to approve the Advantage Roofing proposal to remove the railings from the roof at the Seven Eagles Gym, install new flashing all the way around and seal it was approved.
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**D. District Manager's Report**  
**i. Action Items List**

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1. Seven Eagles Fountain Replacement: The Board approved a proposal at the March 2024 meeting for fountain refurbishment at Fountain #1. UCC Group executed the agreement and the work was pending. The Garden re-design for Fountain #2 was approved. The Agreement was cancelled by KORR.

Ms. Adams recalled that subsequent to the last meeting, the UCC Group Agreement was executed and Mr. Scheerer was facilitating the work on Fountain #1. For Fountain #2, a decision was made to enter into an Agreement with KORR to remove the fountain and re-design the garden area. They were in receipt of the agreement, but ultimately KORR changed their mind and refused to execute it. She spoke to Mr. Scheerer about it and were currently focusing on completing Fountain #1 and then coming back with options for Fountain #2. Mr. Goldstein questioned the location of Fountain #2 and the cost to have it refurbished. Mr. Scheerer indicated that it was closest to the pool and cost \$65,000 to refurbish it. Mr. Dryburgh recalled that they were going to share the expenses with KORR. Mr. Goldstein recalled that KORR was going to rip out the fountain and install flowers. Ms. Adams stated that they would re-design it and the Board had some options, recommending that they focus on Fountain #1 and coming back with a concept for Fountain #2, rather than discussing it now. The Board agreed. Mr. Scheerer reported that Fountain #2 was working and had water. Regarding the Action Items List, Ms. Adams reported that the majority of items for Reunion East and West were discussed. The transition for Heritage Crossings and The Stables management would be added.

- **Security Report (Item 9E)**

Mr. Dryburgh questioned whether the car that was smashed in the front and had yellow tape on it on Gathering Court, was towed from the tow yard and put in front of the house, as it was there for at least two weeks. Ms. Adams confirmed that it would be addressed. Mr. Goldstein noted that the rental car was back in the owner's driveway and another one was sitting in the street. Mr. Vargas reported that the owner had several vehicles, as they ran a rental car business and all of this information was provided to the HOA, in order to tow the vehicles. Mr. Dryburgh asked if this was the same owner that lived on Gathering Court. Mr. Goldstein did not believe so. Mr. Vargas placed his business card on the door of the home and the vehicles, so that the owner could contact him. Mr. Goldstein felt that Mr. Scheerer and Yellowstone did an amazing job on the dog park when it was closed. A new gate was installed, so that people could not climb over the top, all of



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the sod, was replaced, flea treatment was applied and mulch was replaced around the fence with nice big stones. Mr. Dryburgh agreed that they did a great job. Mr. Greenstein appreciated it.

**ii. Approval of Check Register**

Ms. Adams presented the Check Register from May 1, 2024 through May 31, 2024 in the amount of \$378,889.14, which was included in the agenda package, along with a detailed register.

On MOTION by Mr. Dryburgh seconded by Mr. Greenstein with all in favor the May Check Register was approved as presented.

**iii. Balance Sheet and Income Statement**

Ms. Adams presented the Unaudited Financial Statements through April 30, 2024, which was included in the agenda package. It was for informational purposes and no Board action was required. The same numbers were used for the Proposed Budget. The Unassigned Balance and prorated budget compared to the actual spending to date, were monitored, as well as the Debt Service Fund that was managed by the Trustee. In cases where items were running over budget, staff made those corrections for FY 2025.

**iv. Replacement and Maintenance Plan**

Ms. Adams presented the R&M Plan, which was included in the agenda package and was for informational purposes. Spending projections for this month were removed and there were only estimated dates for when proposals would be presented to the Board. For the remainder of this fiscal year, the only new project, would be the exercise equipment replacement for Seven Eagles, to replace the most popular pieces of cardio that aged out of service. Other projects such as right-of-way repairs, the Board was well aware of.

**v. Reminder of Form 1 Filing Requirement Deadline – July 1, 2024**

Ms. Adams reminded Board Members to file Form 1 by July 1<sup>st</sup>. An email from the Florida Commission on Ethics, was sent to the Board, showing how to complete the filing, electronically. This was also the week to qualify to be on the ballot for the General Election.

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Page 18 of 20****E. Security Report**

Mr. Vargas provided the May Security Reports from Reunion Security, under separate cover. Ms. Hobbs reported that the gate off of Old Lake Wilson Road by CVS, was not working properly. The bar went up, but did not close, when she drove through. Mr. Dryburgh pointed out that it takes between a minute and two minutes to go down. Ms. Adams indicated that a system upgrade was in process. Mr. Vargas witnessed owners getting stuck between the gates in the middle gate.

**TENTH ORDER OF BUSINESS****Other Business**

There being no comments, the next item followed.

**ELEVENTH ORDER OF BUSINESS****Supervisor's Requests**

Ms. Adams asked if Ms. Hobbs wanted to provide an update on her meeting with Mr. Scheerer to review strategic sidewalk locations. Ms. Hobbs replied affirmatively, indicating that she would provide the primary and secondary locations next month, similar to what Mr. Mike Barry did on the west side. It was provided in an electronic format to Mr. Scheerer. In addition, Ms. Hobbs would highlight the lots where the house had two lots, with a paved sidewalk in front of the property, but the second lot had no pavement. Some were improved with fencing. Ms. Wispelwey recalled that there were two houses that put in sidewalks, but there was a gap with grass and questioned which house was supposed to pave that area. Ms. Adams confirmed that they were still taking preliminary steps on this project. Board Members would review the locations that were selected by Ms. Hobbs and provide feedback at a future meeting. In the meantime, some funding would be set aside in the R&M Fund, as this would be a potential project for next fiscal year. Mr. Dryburgh and Mr. Greenstein thanked Ms. Hobbs for her hard work.

**A. Discussion of Future Meeting Times**

Ms. Adams received a request from Mr. Goldstein regarding the meeting time. Mr. Goldstein recalled that the Board used to meet earlier, but the Reunion West CDD Board met at 11:00 a.m. and this Board met at 1:00 p.m. However, recently by the time when they met at 1:00 p.m., the Reunion West CDD Board already discussed items that were affecting the east side as well and preferred to meet at 11:00 a.m. and have the Reunion West CDD Board meet in the afternoon for a year and see what happens. Ms. Adams pointed out that the meeting schedules

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were at the pleasure of the Boards and if there was a proposed change for FY 2025, it would also need to be presented to the Reunion West CDD Board. Board Members had the option to meet on the same dates consecutively, on different dates or to schedule joint meetings throughout the year. Typically, District management would recommend the same meeting schedule, unless there was Board direction to change it. Mr. Greenstein pointed out that there were many overlapping issues or joint interest and any decision made by this Board or by the Reunion West CDD Board, only pertained to that Board and felt that it worked both ways, recalling at one time that the timing switched. Ms. Adams recalled that the Reunion West CDD Board met at 12:30 p.m. and the Reunion East CDD Board met at 1:00 p.m., but eventually because the meeting agendas expanded for Reunion West, the meeting time was moved earlier.

Mr. Greenstein did not think that the Board would resolve this matter at this point but was glad that Mr. Goldstein brought it up. The easy thing to do, which would cause him the most impact, was to have the meetings on different dates, as he just went through that on the west side, in order to get the draft budget approved. Mr. Greenstein indicated that many times, final action was not taken by either Board until it was discussed by both Boards. There was discussion, some analysis and then he would bring that information to this Board, in order to be in sync with the approach. Ms. Adams recalled that during any discussion at the Reunion West CDD meetings, oftentimes there was a deference to community standards, overall cohesiveness, and moving in tandem with the priorities for the Reunion East CDD. Mr. Greenstein asked if the issue was the Reunion East CDD having their meeting first or meeting at 11:00 a.m. Mr. Goldstein preferred to meet at 11:00 a.m. Ms. Wispelwey felt that the benefit in having a joint meeting would be to discuss the Pavement Management Plan and speed tables, as there should be consensus. Mr. Greenstein pointed out that was where the District Engineer comes in, to explain what happened or what the concerns were. However, because there was so much commonality, at some point in time, there would be discussion about consolidation of the Districts and having one CDD, but it was only brought up as an administrative convenience, as Mr. Greenstein felt that until the Board was constituted with publicly elected officials, it was premature to even think about it. In the future, it may become an issue, but at this time, they would continue to have discussions.

Mr. Staley said he was not bothered by this and thought the West Board would be happy to go second if that was what the East Board preferred. If there were good arguments as to why the West Board came to a different decision on an issue than the East Board, he would hope that

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it would go back to the East Board for them to rethink their decision. In the same way, if the West Board made a decision first and the East Board did not like it, then the West Board would revisit their decision, because at the end of the day, we were one big community with common standards. Mr. Greenstein felt that it was a good discussion and appreciated Mr. Staley’s input. Board Members would continue to discuss this matter individually with Ms. Adams and go from there. Mr. Goldstein was not in favor of having a combined meeting. Mr. Staley pointed that there were times that the Boards dealt with the same issues. Mr. Goldstein felt in that case, there should be a joint meeting, which could be every couple of months. Ms. Adams suggested having a joint meeting on an as needed basis.

**TWELFTH ORDER OF BUSINESS**

**Next Meeting Date: July 11, 2024**

Ms. Adams stated that the next meeting was scheduled for July 11, 2024 at 1:00 p.m.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

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

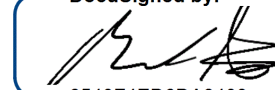
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