

**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, **September 12, 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
Trudy Hobbs	Vice Chair
John Dryburgh	Assistant Secretary
June Wispelwey	Assistant Secretary
Diane Davis	Assistant Secretary

Also present were:

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

*The following is a summary of the discussions and actions taken at the September 12, 2024 regular meeting of the Board of Supervisors of the Reunion East Community Development District.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS****Public Comment Period**

Ms. Adams opened the public comment period. Resident Diana Boyce of 7530 Gathering Drive and 827 Assembly Court, voiced concern about traffic, speeding and parked cars on Gathering Drive and Assembly Court. Resident Tommy Farber of 862 Assembly Court pointed out that there were only 19 parking spots for 94 units and one driveway and asked if security was ticketing vehicles parked in the driveway and on the street. Ms. Adams explained that the roadways within the Reunion East CDD, that were owned and maintained by the CDD, were public roads and traffic enforcement was handled by the Osceola County Sheriff's Office. However, because of numerous concerns that were presented to the Board over the years, the Board was considering the installation of traffic calming devices. Reunion Security provided security services on behalf of the CDD, on public roadways and CDD amenities, but security on private property was handled by the Homeowners Association. The Board was aware about the limited parking at Carriage Pointe, but when the Board looked at implementing Parking Rules, there were concerns about the cul-de-sac being used as a turnaround for utility vehicles, the free flow of traffic, and emergency vehicle access. Therefore, the District did not have the ability to allow unrestricted parking on the public roadway, without having a public safety concern. Mr. Vargas confirmed that there was a major issue in Carriage Pointe, with residents parking in guest parking spaces, in the driveway and on sidewalks. Ms. Adams pointed out that there were State Laws prohibiting vehicles from blocking sidewalks, to keep sidewalks clear. There being no further comments, Ms. Adams closed the public comment period.

**THIRD ORDER OF BUSINESS****Approval of the Minutes of the August 15,  
2024 Board of Supervisors Meeting**

Ms. Adams presented draft minutes of the August 15, 2024 Board of Supervisors meeting, which were reviewed by District Counsel and District management. Ms. Trucco noted under her report, on Page 15, "*by gate*" should be deleted and replaced with, "*according to the county, and something additional was being requested from the Master HOA.*"

<p>On MOTION by Mr. Greenstein seconded by Ms. Hobbs with all in favor the Minutes of the August 15, 2024 Board of Supervisors Meetings were approved as amended.</p>
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**FOURTH ORDER OF BUSINESS****Notice of Termination of Custodial  
Agreement with Kingwood Orlando  
Reunion Resort**

Ms. Adams recalled that on August 30, 2024, the District received written notice that effective October 1, 2024, Kingwood Orlando Reunion Resort (KORR), would no longer be performing custodial services at the CDD pool amenity facilities and Heritage Crossing Community Center (HCCC). Staff solicited proposals for custodial services and a form of the proposal was provided to the Board, which included the following areas: Homestead, Heritage Crossings, Carriage Pointe, The Terraces, Seven Eagles and the HCCC. There was a scope of service, which was consistent with the look and feel of the resort, to clean seven days per week; however, the scope for Seven Eagles, was for cleaning seven days per week, as well as eight hour per day staffing. to manage the pools, spa, bocce court, two Fitness Centers and restrooms. The only update was the monitoring of the batteries for the pool lift, which was suggested by Mr. Scheerer. The scope for the HCCC, was. based on the current level of usage, to clean the facility from top to bottom, twice weekly and a la carte options for post-event cleanup and a rental fee.

**FIFTH ORDER OF BUSINESS****Review of Custodial Services Proposals**

- A. CSS Clean Star Services**
- B. PG Service Group**
- C. Tempus Cleaning Services**

Ms. Adams provided a spreadsheet, to the Board, showing the different amenities, budget for FY 2025 and price comparison. Proposals were received from CSS Clean Star Services (CSS) in the amount of \$211,080, PG Service Group (PG) in the amount of \$137,796 and Tempus Cleaning Services (Tempus) in the amount of \$314,700. There were also a la carte fees for Heritage Crossings, for set-up and clean-up, ranging from \$250 to \$400. All three proposers contacted Mr. Scheerer, to perform onsite inspections of the facilities and they were all professional and asked good questions. All references were strong and staff recommended PG, who was the lowest bidder. Mr. Dryburgh questioned a lawsuit that PG had. Ms. Adams explained that PG had current litigation with one of the founding partners, who had diverted funds and the litigation was for the return of those funds. There was no reason for the Board not to consider PG, as their references were good, they were highly recommended by the POA, staff was confident that they were able to complete the project and they and were the low bidder.

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Ms. Davis complimented staff on the preparation of the scope but found it hard to believe that there was eight hours of service in the Seven Eagles Fitness Room, as many times, there was no sanitizer or towels, floors were not swept, there were pee stains on the bathroom wall and the water filtration system was not working. Mr. Scheerer stated that it would be removed. Ms. Adams requested that Ms. Davis inform her or Mr. Scheerer, when these issues occurred. Ms. Davis questioned why the CDD was maintaining The Terraces and Seven Eagles, as they were part of the resort. Ms. Adams confirmed that all of these facilities were owned and maintained by the CDD, but the CDD did not maintain any private facilities. However, within Seven Eagles, there was a small area dedicated to The Cove, with a food and beverage service area, which was owned by KORR. Ms. Wispelwey recalled discussion about KORR returning the facilities in good condition, but as of now, it was not in good working order. Ms. Adams stated there was a list of punchlist items for the HCCC. Mr. Scheerer indicated that he met onsite with staff from KORR, to perform a walkthrough and they were currently correcting everything, but it may go beyond the end of the month. A painter was currently painting all of these areas and repairing walls. Mr. Dryburgh asked if everything in the kitchen worked. Mr. Scheerer stated that the kitchen was never used and all appliances were turned off. Mr. Greenstein was pleased that there was going to be a service provider, was confident that they would receive better service and the price was reasonable, but questioned the termination, if PG could not perform the work. Ms. Adams indicated there was a 30-day termination, which was typical and would negotiate with PG on the al la carte prices, which were higher than CSS. District Counsel would prepare a form of agreement with all of the District protections. Ms. Trucco requested that a Board Member be delegated to sign-off. Mr. Greenstein designated Ms. Hobbs.

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor approving the proposal with PG Service Group for custodial services and delegating authority to the Vice Chair to approve the final form of the agreement was approved.

**SIXTH ORDER OF BUSINESS****Heritage Crossing Community Center  
Transition Proposals**

Ms. Adams reported that all of the utilities for HCCC, were being transferred by the District management team and accounting staff, to the CDD as of October 1<sup>st</sup>, but other services needed to be considered, such as the fire safety systems, checking fire extinguishers and landscape services.

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When the dumpster was discussed, there was no desire by the Board to maintain it, but directed her to contact the Heritage Crossings HOA, which she did and provided a proposal for the potential annual expense. The HOA had no interest in the dumpster, as it would not benefit property owners.

**A. Consideration of Proposal from United Fire Protection**

Mr. Scheerer presented a proposal from United Fire Protection (United) for fire alarm protection and monitoring, sprinkler, backflow prevention and fire extinguisher testing, in the HCCC ballroom. KORR switched to Dyna Fire, but United was familiar with the system and would perform the inspections that were required by the National Fire Protection Act of 1972. The cost for the fire alarm testing was \$300 per inspection and \$400 for 12 months of monitoring. United would also perform fire inspection testing, at prices that were in place for a long time, backflow prevention for two backflows next to the dumpster for \$90 per year and the testing of four fire extinguishers for \$200 per year.

On MOTION by Mr. Greenstein seconded by Ms. Hobbs with all in favor the proposal with United Fire Protection for fire alarm protection and monitoring, sprinkler, backflow prevention and fire extinguisher testing in the HCCC ballroom of the Heritage Crossing Community Center was approved.

Mr. Scheerer presented a similar proposal from United for The Stables.

On MOTION by Mr. Greenstein seconded by Ms. Hobbs with all in favor the proposal with United Fire Protection for fire alarm protection and monitoring, sprinkler, backflow prevention and fire extinguisher testing at The Stables was approved.

**B. Consideration of Proposal from Yellowstone Landscape**

Mr. Scheerer presented a proposal from Yellowstone Landscaping, for landscape maintenance at The Stables, HCCC and overflow parking lot, in the amount of \$35,820 per year or \$2,985 per month. Mr. Dryburgh agreed with the proposal, as Yellowstone did a great job.

On MOTION by Mr. Dryburgh seconded by Ms. Wispelwey with all in favor the proposal with Yellowstone Landscape for landscape maintenance of The Stables, HCCC and overflow parking lot in the amount of \$35,820 per year or \$2,985 per month was approved.

**C. Consideration of Proposal from Waste Management, Inc.**

Mr. Scheerer presented a proposal with Waste Management for the dumpster. Ms. Adams stated that the proposal was for two years of service and contacted the Account Manager, to see if there could be a proposal for three or six months, as the concern was if the dumpster was removed abruptly on October 1<sup>st</sup>, there would be illegal dumping, as it was open at the top. However, the shortest term that Waste Management would consider, was 12 months, at the same monthly rate as the 24-month rate. Ms. Davis questioned who would use it. Mr. Dryburgh noted that Heritage Crossing residents used it. Ms. Davis recommended removing the trash bin gated doors and place a sitting bench on the cement foundation with landscaping around it. Ms. Wispelwey was in favor of paying \$2,700 per month. Mr. Dryburgh disagreed, as this would amount to \$30,000 per year. Mr. Greenstein was in favor of the standard approach, which was to discontinue service and see what reaction they get. Ms. Wispelwey suggested removing the doors and placing a tarp or chair over it. Ms. Davis and Mr. Dryburgh were in favor of removing the entire structure. Ms. Hobbs pointed out that the dumpster had been there for a long time and people were coming from outside to use it. Mr. Greenstein recommended removing the dumpster and providing proper notification. Ms. Adams indicated that staff would work hard to communicate that it was not a dumping area and if people illegally dumped, they would be fined. Ms. Hobbs pointed out that there was a concrete pad and if there was an event, they could always rent a dumpster for the event and then remove it. Ms. Trucco suggested that the party holding the event could pay for a dumpster for their event if desired. Mr. Dryburgh requested a quote to remove the enclosure and that a sign be installed in the interim. Mr. Scheerer indicated only two walls could be removed, because there were electrical components for the HCCC. *There was Board consensus to remove the dumpster.*

**SEVENTH ORDER OF BUSINESS**

**Contract Renewals**

**A. Consideration of Landscape/Grounds Maintenance Services Agreement  
Renewal with Yellowstone Landscape**

Ms. Adams reported that the Service Agreements for aquatic, landscape, security and pond maintenance services, run in tandem with the fiscal year and then the Board approved an agreement

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renewal. The first Service Agreement was with Yellowstone, for landscape/grounds maintenance services. Once the Board completed this process, the Board could approve an agreement of up to five years, as Fiscal Year 2025 was the last year under the five-year period. However, since the annual amount required a public bid process, with required public notice and sealed bid openings starting early in 2025, in accordance with Florida Statutes, bid packages would be provided to the Board for a joint RFP for landscape services for Reunion East and West, with updated scopes and evaluation criteria. It included all of the service areas, with the exception of Reunion Village, the Reunion West Encore neighborhood, The Stables and Heritage Crossings. Mr. Scheerer introduced Mr. Pete Whitman of Yellowstone, the Account Manager for Yellowstone, who requested a 3% increase, which was included in the 2025 budget. The cost was split between Reunion East and West. Ms. Adams indicated that any action taken by the Board, would include District Counsel preparing a form of agreement, with all protections for the District. Mr. Scheerer noted two items at the bottom of the spreadsheet, for Phases 4 and 5 of Reunion Village, which funds were allocated for, but the District was not yet being billed for it, because no improvements were installed.

On MOTION by Mr. Dryburgh seconded by Mr. Greenstein with all in favor the Landscape/Grounds Maintenance Services Agreement renewal with Yellowstone Landscape was approved.

**B. Consideration of Aquatic Vegetation Management Agreement Renewal with Applied Aquatic Management, Inc.**

Mr. Scheerer presented an Aquatic Vegetation Management Agreement renewal with Applied Aquatic Management, Inc., which runs from October 1, 2024 to September 30, 2025 and was for 11 stormwater ponds in Reunion Village and one stormwater pond in Patriots Landing. They were the District's service provider for a number of years, providing for the management of submersed vegetation, immersed floating algae, shoreline grasses and pest control. There were currently no issues with the ponds in the community, except during extreme weather.

On MOTION by Mr. Greenstein seconded by Ms. Hobbs with all in favor the Aquatic Vegetation Management Agreement renewal with Applied Aquatic Management, Inc. was approved.

**C. Consideration of Security Services Provider Agreement Renewal with Reunion Resort & Club of Orlando Master Association, Inc.**

Ms. Adams presented a renewal agreement with the Reunion Resort & Club of Orlando Master Association, Inc. for security services at the entrance gates, patrolling the District roads, enforcing the CDD parking rules and monitoring the CCTV at the District amenities. There was currently an Interlocal Agreement between Reunion West and Reunion East, whereby Reunion West delegates authority to Reunion East, to secure a security service provider. It included all areas in Reunion West, with the exception of the Reunion West Encore neighborhood. Ms. Davis did not see any detailed items other than what they were monitoring. Ms. Adams explained that they were monitoring CDD roads and amenities, and enforcing CDD towing policies,, but this was only an agreement extension and would email the full agreement to Ms. Davis. Mr. Dryburgh questioned whether cars coming in through the Excitement Drive entrance, were being recorded and if they were being charged for gate or tree strikes. Mr. Vargas indicated that there was no License Plate Reader (LPR) at this entrance, but they could review the footage being recorded and if there was damage by a vendor, they would track down the company responsible for it or provide the license plate number to the police, if it was a guest. Mr. Scheerer stated that Security would make a report, with the violators driver's license, photos and insurance information and he would contact their insurance company. Ms. Adams noted if it was CDD property, the CDD would pursue property damages and if a tree was damaged, Mr. Scheerer would contact Yellowstone and have them evaluate the tree; however, most of the recent tree incidents involved HOA trees. Mr. Scheerer confirmed that most trees were 20 years old and would do more damage to the car than the tree. Ms. Davis questioned who damaged the gate at the Excitement Drive entrance. Mr. Vargas believed that it was a homeowner. Mr. Scheerer stated that there was typically no damage to the gate arm, as it had nylon nuts and he could easily place the arm back on at no charge, but if the damage was more extensive, he would contact ACT or Guardian Access.

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor the Security Services Provider Agreement Renewal with Reunion Resort & Club of Orlando Master Association, Inc. was approved.
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**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-10  
Approving the Filing of Court Action to  
Clarify Title - ADDED**

Ms. Trucco reported that they were informed that a deed was recorded in 2022, that transferred certain property, owned and maintained by the District and on which District improvements are located, from LRA Orlando, LLC to KORR. Resolution 2024-10 would allow staff to research this issue and file a court action, in order to clarify title to the tracts that were encumbered by this 2022 deed.

On MOTION by Mr. Greenstein seconded by Ms. Hobbs with all in favor Resolution 2024-10 Approving the Filing of Court Action to Clarify Title was adopted.

Mr. Dryburgh asked if a Board Member should be appointed for signature purposes. Ms. Trucco confirmed that the resolution included a provision allowing the Chairman to execute if needed or the Vice Chair or a Board Member, if the Chairman was not available.

**NINTH ORDER OF BUSINESS**

**Consideration of Change Order for Access  
Control System at Davenport Creek  
Bridge**

Ms. Adams presented Change Order No. 3 with Access Control Systems (ACS), for an increase in price of \$5,750, for the access control system at the Davenport Creek Bridge. Mr. Scheerer explained that the electrical contractor who was handling the wiring, was requesting this Change Order, due to an increase in the cost of materials. Mr. Dryburgh questioned whether there was a labor cost as well. Mr. Scheerer confirmed that it was for the cost of the electrical insulation and wires, which was not unreasonable, considering that this item had been on their Action Item List for some time. Mr. Greenstein felt that the \$5,750 was insignificant, based on the total cost of the project and that this was for the gates on both sides of the bridge going in and out of Reunion Village, that would be resident only.

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor Change Order No. 3 with Access Control Systems (ACS), for an increase in price of \$5,750, for the access control system at the Davenport Creek Bridge was adopted.

**TENTH ORDER OF BUSINESS****Consideration of Installation of Speed  
Bumps on Heritage Crossings Roadway**

Ms. Adams indicated that a letter was received from the HCCC Condo Association, requesting that the CDD pay \$2,960.00, to install seven speed bumps on Heritage Crossing Way. They obtained a proposal from Sealcoating America, in the amount of \$5,919.00, for the seven speed bumps, and they proposed the cost would be split with the HOA. Ms. Adams asked if there were any comments from the District Engineer or field staff, regarding the pricing, type of speed bump or impact to roadway for the proposal. There were no comments. Ms. Hobbs stated since the Board discussed installing speed bumps on certain roads and there were several requests, she researched the matter further and obtained information on speed bumps and traffic calming measures, from the Florida Department of Transportation (FDOT), in order to limit their liability. Before proceeding, Ms. Hobbs requested that the Board consider the recommendations, establish guidelines, consider the volume of traffic going up and down Heritage Crossing Way and the average speed, before deciding on the traffic calming measures, as speed bumps would not help, if there was not much traffic or excessive speed. Furthermore, the type of speed bump that was being requested, had rubberized strips that were bolted into the road, which caused damage to the road that the CDD would be responsible for repairing. In addition, if the road was resurfaced, they must be removed and reinstalled. Ms. Hobbs recommended as the first step, installing flashing speed signs, to collect the data and reduce the speed of traffic. Ms. Wispelwey recommended installing a stop sign. Mr. Greenstein felt that the CDD should speak to the HCCC Condo Association first, before making a decision, as a speed bump had serious downsides and as there were other alternatives. Ms. Hobbs found that speed bumps were not recommended for dead end roads and felt that placing a line in the road, would reduce speeding. Ms. Davis was constantly dodging cars, riding her e-bike on the bridge going under S. Old Lake Wilson Road. Mr. Dryburgh believed that they needed to have a standard on what volume of traffic triggered the need for speed bumps, such as an average of 300 cars per day, as everyone had a desire and justification for having them. Mr. Greenstein appreciated the HCCC Condo Association approaching the Board with this issue, but felt that installing speed bumps was premature at this point. Mr. Dryburgh proposed installing a radar display sign, to collect the data for one or two months. Ms. Hobbs requested that one be placed on Euston Drive and having spare radar signs, in case one was needed. Mr. Greenstein preferred that radar signs be placed on the main roadways first and evaluating the

impact. *There was Board consensus for staff to obtain proposals for radar display signs and for Ms. Adams to provide a response to the HCCC Condo Association.*

**ELEVENTH ORDER OF BUSINESS****Consideration of Agreement for Pavement  
Maintenance**

Ms. Adams reported that District Counsel was preparing the agreement for pavement maintenance with All County Paving and working with the District Engineer, to include information that was required to complete the agreement. Ms. Trucco explained that this agreement was for the road resurfacing, re-striping and speed table installation project. Mr. Curley was finalizing the scope of services and the costs, with the contractor. The Reunion West CDD Board received the same agreement. Mr. Curley pointed out that All County Paving expressed an interest in re-bidding. Ms. Wispelwey questioned how this would affect the amounts listed in the contract, if the price of oil decreased. Mr. Curley indicated that their aggregate cost increased by 5% to 10%, but he preferred a 2.5% to 5% increase, since a 5% increase on a \$1.2 million project, was \$60,000; however, if five speed tables were removed, the savings would be \$50,000. There would also be a 30-day mobilization, pre-construction meeting and would take eight weeks to complete from start to finish. Ms. Trucco pointed out that there may be a desire to complete the project by December, as there may be visitors in January and February and questioned when the Board wanted the work to begin and end, noting the Reunion West CDD Board decided to start the work as soon as possible and complete it by December 13<sup>th</sup>. Ms. Wispelwey questioned what happened if they did not complete the work by December 13<sup>th</sup>. Ms. Trucco indicated that the District had certain remedies under the Prompt Payment Act, for imposing penalties, if the work was not completed by a certain timeframe. Mr. Greenstein felt that there was never going to be a good time for this work to be completed, other than the summer and agreed with decision by the Reunion West CDD Board. In the meantime, Mr. Scheerer and Mr. Vargas, would review the plan with All County Paving, so residents would know in advance, what roads were being paved, providing less impact on the community.

Ms. Wispelwey questioned what the Reunion West CDD Board approved. Ms. Trucco indicated that the Reunion West CDD Board elected a completion date of December 13<sup>th</sup> and for the service to be performed between 7:00 a.m. to 7:00 p.m., Monday through Friday. *There was Board consensus to approve this language.* Ms. Trucco pointed out that the Reunion West CDD Board also agreed to approve a not-to-exceed 10% increase. Mr. Greenstein preferred to negotiate

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for 5%. Mr. Curley believed that the contractor would approve 5%. Ms. Trucco stated that the agreement was based on the same form that all of their contractors signed, with provisions to comply with all laws, regulations, rules, policies and permits. It included a provision that all contractors are subject to public records under Chapter 119, as well as standard insurance, sovereign immunity and indemnification provisions. There was also a 30-day termination clause without cause and an E-Verify requirement, which was part of a program required by the Department of Homeland Security.

On MOTION Ms. Hobbs seconded by Ms. Wispelwey with all in favor approving the Agreement for Pavement Maintenance with All County Paving in substantial final form, subject to staff execution and delegating authority to the Chairman to provide final execution of the terms was approved.

Ms. Wispelwey requested that Mr. Anthony Carll be invited to the pre-construction meeting, so that they could be included in the discussion. Ms. Adams stated that the District Engineer, Field Operations Manager, Director of Reunion Security and the key management team for All County Paving, would attend, to discuss improvement issues, share contract details and a schedule for the areas to be paved. After the meeting, a form of notice would be sent to all property owners and stakeholders. Ms. Wispelwey pointed out that The Grand needed to be a priority and worked into Kingwood's schedule. Ms. Adams would provide the schedule to KORR, when it was available.

**TWELFTH ORDER OF BUSINESS****Consideration of Proposed Access  
Easement from Rowstar/Vertical Bridge**

Ms. Adams recalled that Rowstar, LLC/Vertical Bridge (Rowstar), previously approached the Reunion East CDD, regarding the installation of a cellphone tower on a Department of Transportation (DOT) parcel, that was parallel to I-4. Board Members were amenable to the idea, as Reunion residents suffered from poor cellphone service. The cell tower would not be on CDD property, but in order to access the parcel, Rowstar needed an access easement, over an open space tract that only had turf on it. To provide good faith and cooperation in working with the CDD, Rowstar entered into a Funding Agreement, to pay for any fees associated with the review of this project and offered to compensate the CDD \$10,000, for access to the parcel. However, since they

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would benefit from this access easement in perpetuity and in order to move this project along, Rowstar changed their offer to \$85,000. Ms. Adams recommended that if the Board was interested in entering into this access easement the Board delegate authority to the Chairman, to negotiate a better offer, and it would have to come back to the Board for final action and approval.

Mr. Dryburgh felt that the \$85,000 was a good start, as their original offer of \$10,000 was low, but preferred \$100,000, because they would have access to this property for at least, 30 to 50 years and residents abutting this property, must deal with the noise. Ms. Adams indicated that there were schematics showing the proposed easement area, as well as proposed construction plans for the tower, which was 170 feet tall; 160 feet to the top of the tower and a 10-foot lightning rod. There was also an existing 60-foot digital billboard. Mr. Dryburgh was in favor of it, as it was a benefit for residents to get cellphone service and DOT already reviewed and approved it, since Rowstar could not access the property from I-4. Ms. Adams pointed out that the Board was not giving permission to install the cell tower, as this was between the parcel owner, DOT and Rowstar and the CDD was only providing access to it from a side of the roadway that was safer for maintenance work. Although Rowstar would be making revenue from the cell tower, the \$85,000 could be used towards a CDD project. Ms. Trucco advised that this offer just came in and had not had a chance to fully review yet but that the Board could request more information from Rowstar before making any decisions today. Mr. Greenstein recognized this as an opportunity, as the funds could be used to supplement projects. Ms. Davis asked counsel to include language in the agreement citing a responsibility for Rowstar to maintain the access area if they cause damages.

<p>On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor delegating authority for the Chair to negotiate an amount of the proposed Access Easement with Rowstar/Vertical Bridge to be brought back to the Board for consideration was approved.</p>
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Ms. Trucco requested that legal counsel be part of those negotiation discussions, including because under the insurance policy, Board Members did not necessarily have authority to negotiate for the CDD.

**THIRTEENTH ORDER OF BUSINESS****Consideration of License Agreement with  
Kingwood Orlando Reunion Resort for  
Water Aerobics at CDD Pool - ADDED**

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Ms. Adams received a request from Board Member Diane Davis, for a License Agreement with KORR, for water aerobics to be held at the CDD pool. It was currently held at the water park, but the waterpark was going to be closed for renovations. However, subsequent to receiving this request and adding it to the agenda, the Director of Membership Services for KORR, decided to move water aerobics to Pool 11 and therefore, she requested this item to be pulled from the agenda. There was also discussion about the continuing the yoga classes, which were offered to Reunion Resort members, but anyone who comes to the class was allowed to participate. Ms. Adams stated that the Board could either enter into a License Agreement with KORR, to use the space for yoga classes, so it was not rented during that period of time or deny this request and KORR must find a different location. Ms. Trucco noted this request came in yesterday and not had a chance to fully review yet but she recalled that the Board already adopted a Special Event Policy and this arrangement should to be consistent with it and questioned whether a fee was being charged. Ms. Trucco also noted the private use issue if the classes were for profit and asked if this service was being provided by Reunion Resort to its members through a membership fee or other fee. Ms. Davis requested that they revisit their policy to charge \$500. Ms. Adams stated in order to do this, a public hearing must be scheduled; however, since the CDD was now managing the facility, there would need to be policy changes but staff was not ready to recommend setting the public hearing today. Mr. Greenstein was in favor of entering into a License Agreement with KORR for six months, to have the yoga classes at the HCCC and not charge a fee, in order to maintain the status quo and provide goodwill. Ms. Adams opened the floor to audience comments, since this item was not listed on the agenda. There were no audience comments.

<p>On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor a six-month License Agreement with Kingwood Orlando Reunion Resort for yoga classes was approved.</p>
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Mr. Greenstein reported in *Out & About*, food service delivery to community pools, was discussed, which he was fine with, as long as they did not violate any of the rules, but if it turned out to be a bad idea, they could stop it. Ms. Davis requested that it be monitored.

**FOURTEENTH ORDER OF BUSINESS****Ratification of Agreement with Terry's  
Electric, Inc. for Installation of Road  
Bores - ADDED**

Ms. Adams presented a form of agreement with Terry's Electric, Inc. for directional boring at the Davenport Creek Bridge, which was not part of the scope for the original agreement. The Board previously approved the proposal, which was in the amount of \$13,182. District Counsel prepared the form of agreement, which was executed.

On MOTION by Mr. Dryburgh seconded by Mr. Greenstein with all in favor the approval of the agreement with Terry's Electric, Inc. for the installation of road bores on the Davenport Creek Bridge was ratified.

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

Ms. Trucco reported that since the last meeting, the License Agreement for The Crescent at Reunion Project was drafted and detail from the requestor is still needed before it can be finalized. Since the Board approved the research and filing of a court action, earlier in the meeting, her office would send an email with an update on the litigation and some items to be aware of, such as a reminder on the law that states public officers are prohibited from sharing information that was not available to the general public and gained by reason of their official position, for their personal gain or benefit or the personal gain or benefit of an any other person or business entity.

**B. Engineer**

Mr. Curley stated that Terry's Electric was ready to perform the directional bore.

**C. Field Manager Updates**

Mr. Scheerer reported that they were moving from Summer to Winter operations, starting projects such as cleaning all of the pool and spa heaters. Terry's Electric would be onsite to complete the directional bores and repair overhead deck lights at The Terraces and Homestead Pool. In an abundance of caution, they planned to raise the chlorine levels in hot tubs, to 10 parts per million, bypassing the 15-minute therapy timer, to allow the super chlorination to run through the system for 24 hours. Then it would be drained, acid washed and re-filled, to balance the

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chemicals. A complete site inspection was held with Louis Logo, at Heritage Crossings and at The Stables, which Mr. Scheerer would continue to follow up on. In the next couple of months, they would start looking at pressure washing the sidewalks and curbs, to get things ready for the holidays. He would also bring back proposals at the next couple of meetings for some repair and maintenance (R&M) capital items, specifically the radar display signs, based on earlier conversations, as well as installing permanent handicap lifts at the Seven Eagles pool, which the Board allocated funding for. This was a permitted item, as they needed to be bonded electrically and cased in cement, so that the lifts did not move. In the next few years, there would be permanent handicap lifts at the other pools.

Regarding the Action Items List, Mr. Scheerer reported that the piping was completed at the fountain and lights were installed. The tile was completed. It should be running in the next 30 days. Some Viburnum hedges or Podocarpus, would be added on the condo side, to shield the fountain from the residents that live there. They were still waiting on ownership information on the Reunion Village gatehouse. The equipment for the Fitness Center at Seven Eagles would be installed the first of November. The rubber floor matting arrived the other day and was locked in one of the stalls. The janitorial bids were discussed and the sidewalks would be discussed soon. It had been a busy Summer and Mr. Scheerer appreciated the Board's help with funding the various projects for 2025. Ms. Davis questioned what was agreed to on the radar speed signs. Mr. Scheerer reported that there was funding for 10 in the R&M Budget for 2025 and would bring back a proposal. The Bluetooth ones would be placed in the areas that were discussed earlier. Mr. Greenstein questioned when a new sign would be installed at the Liberty Bluff gate. Mr. Scheerer confirmed that it was ordered and would be installed before the next Board meeting.

**D. District Manager's Report****i. Management Transition Report on Heritage Crossings Community Center**

Ms. Adams reported that the management transition for Heritage Crossings, was underway and the utilities would be transferred on October 1<sup>st</sup>. At the October meeting, the Board would consider tentative changes to the policies and set a public hearing for the December meeting, as there needed to be a 28 and 29-day public notice.

**ii. Action Items List**



This item was discussed.

**iii. Approval of Check Register**

Ms. Adams presented the Check Register from August 1, 2024 through August 31, 2024 in the amount of \$161,145.25.

On MOTION by Mr. Greenstein seconded by Ms. Wispelwey with all in favor the August Check Register was approved as presented.

**iv. Balance Sheet and Income Statement**

Ms. Adams presented the Unaudited Financial Statements through July 31, 2024, which was for informational purposes and no Board action was required.

**v. Replacement and Maintenance Plan**

Ms. Adams presented the R&M Plan, which was for informational purposes.

**vi. Presentation of Series 2015A and 2021 Arbitrage Rebate Calculation Reports - ADDED**

Ms. Adams presented the Arbitrage Rebate Calculation Reports prepared by AMTEC for the Series 2015A and 2021 bonds, which were required, due to an IRS requirement, to determine if the District was earning more interest than what they were paying on the tax exempt bonds. No rebate liability existed.

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor the Series 2015A and 2021 Arbitrage Rebate Calculation Reports were accepted.

**E. Security Report**

Ms. Adams indicated that the August Security Reports for Reunion Security and the Reunion West POA, were provided under separate cover. Earlier in the meeting, two Security Reports were provided for incidents that occurred over the last 48. Mr. Victor Vargas, the head of Security, was present to answer any questions.

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There being no comments, the next item followed.

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

There being no comments, the next item followed.


**EIGHTEENTH ORDER OF BUSINESS      Next Meeting Date: October 10, 2024**

Ms. Adams stated that the next meeting was scheduled for October 10, 2024 at 1:00 p.m.

**NINETEENTH ORDER OF BUSINESS      Adjournment**

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

Signed by:  
  
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Secretary/Assistant Secretary

DocuSigned by:  
  
6540F4ED6DA8409...  
Chairman/Vice Chairman